



# Agenda City Council Meeting

City Council Chambers  
Historic City Hall, 830 Boonville

## Robert Stephens, Mayor

### Zone Councilmembers

Phyllis Ferguson, Zone 1  
Justin Bumett, Zone 2  
Mike Schilling, Zone 3  
Craig Fishel, Zone 4

### General Councilmembers

Jan Fisk, General A  
Craig Hosmer, General B  
Kristi S. Fulnecky, General C  
Ken McClure, General D

## Upcoming Council Meeting Agenda May 2, 2016 - 6:30 p.m.

Speakers must sign up with the City Clerk to speak to an issue on the agenda. Speakers are to limit their remarks to three to five minutes.

Note: Sponsorship does not denote Council member approval or support.

1. **ROLL CALL.**
2. **APPROVAL OF MINUTES. April 18, 2016 And April 26, 2016 - Special**  
  
Documents: [04-18-2016.PDF](#)
3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**
4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
7. **Council Bill 2015-324 Substitute 1. (Stephens)**

A special ordinance amending the General Fund budget of the City of Springfield, Missouri, for Fiscal Year 2015-2016, by appropriating the carryover fund balance and increasing expenses in the amount of \$3,213,570.

Documents: [2015-324S1.PDF](#)

**8. Council Bill 2016-034. (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, Zoning Maps, by rezoning approximately 0.81 acres of property, generally located at 608, 614, and 618 West Mount Vernon Street, from R-SF, Single-Family Residential District, to R-LD, Low-Density Multi-Family Residential District; establishing Conditional Overlay District No. 103; and adopting an updated Official Zoning Map. (Staff, and Planning and Zoning Commission recommend approval.) (By: Mount Vernon 608, LLC; 608, 614 and 618 West Mount Vernon Street; Z-39-2015 & Conditional Overlay District No. 103.)

Documents: [2016-034.PDF](#)

**9. Amended Council Bill 2016-091. (Fisk, Ferguson, Burnett, & McClure)**

A general ordinance amending the Springfield City Code, Chapter 10, Alcoholic Beverages, Section 10-62 Exception for general merchandise stores, restaurants, and exempt organizations, to increase and expand the area for certain permitted events; Chapter 78, Offenses and Miscellaneous Provisions, Section 78-4 Possession, sale or consumption of alcoholic beverages in public place, to add exemptions for certain permitted events; amending Chapter 106, Traffic and Vehicles, Section 106-50 Use of right-of-way during Artsfest; and including a sunset provision for December 31, 2016.

Documents: [2016-091AMENDED.PDF](#)

**10. RESOLUTIONS.**

**11. EMERGENCY BILLS. Citizens May Speak. May Be Voted On.**

**12. Council Bill 2016-092. (Hosmer)**

A special ordinance approving the plans and specifications for the Central Street/Pythian Street Phase 1 Corridor Improvements Project, Plan No. 2015PW0076WT, accepting the bid of Hartman and Company, Inc. for that project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder; and declaring an emergency.

Documents: [2016-092.PDF](#)

**13. PUBLIC IMPROVEMENTS.**

**14. GRANTS.**

**15. AMENDED BILLS.**

**16. COUNCIL BILLS FOR PUBLIC HEARING. Citizens May Speak. Not Anticipated To Be Voted On.**

**17. Council Bill 2016-093. (McClure)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, Zoning Maps, by rezoning approximately 0.45 acres of property, generally located at 6323 and 6327 South Creeksedge Court, from a Planned Development 209 to a R-SF, Residential Single-family District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Dogwood Ventures, LLC; 6323 & 6327 South Creeksedge Court; Z-3-2016.)

Documents: [2016-093.PDF](#)

**18. Council Bill 2016-094. (Fulnecky)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, Zoning Maps, by rezoning approximately 3.74 acres of property, generally located at 3026-3156 North Oakland Avenue, from an R-LD, Low-Density Multi-Family Residential District to an

R-SF, Single-Family Residential District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Spring Meadow Estates, LTD; 3026-3156 N. Oakland Ave.; Z-5-2016.)

Documents: [2016-094.PDF](#)

**19. Council Bill 2016-095. (Fishel)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, Zoning Maps, by rezoning approximately 2.6 acres of property, generally located in the 500 block of South Barnes Avenue, from an HM, Heavy Manufacturing with Conditional Overlay District No. 34, to an HM, Heavy Manufacturing with a Conditional Overlay District No. 106; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: O'Reilly Automotive Stores, Inc.; 500 block of South Barnes Avenue; Z-6-2016 Conditional Overlay District No. 106.)

Documents: [2016-095.PDF](#)

**20. Council Bill 2016-096. (Ferguson)**

A special ordinance Authorizing the issuance of Conditional Use Permit No. 417 to allow a self-service storage facility within a GR, General Retail District, generally located at 506 West Edgewood Street. (Staff and Planning and Zoning Commission recommend approval.)

Documents: [2016-096.PDF](#)

**21. Council Bill 2016-097. (Burnett)**

A special ordinance authorizing the issuance of Conditional Use Permit No. 421 to allow a reduction of the front yard setback along Elm Street within an R-HD, High-Density Multi-Family residential District and UN, University Combining Overlay District, generally located at 1141 East Elm Street. (Staff and Planning and Zoning Commission recommend approval.)

Documents: [2016-097.PDF](#)

**22. Council Bill 2016-098. (Fisk)**

A special ordinance approving the mapping of the East West Arterial, generally located between US Highway 65 and Riverbluff Boulevard to Kissick Avenue, pursuant to Section 11.10 of the City Charter of the City of Springfield, Missouri, in order to preserve right-of-way for future public street improvements. (Planning and Zoning Commission recommend approval. Staff request that this item be remanded to Planning and Zoning Commission to consider a review of the mapping if the road is not constructed in five years and to clarify that the mapping only pertains to right-of-way segments within the existing Springfield city limits.)

Documents: [2016-098.PDF](#)

**23. FIRST READING BILLS. Citizens May Speak. Not Anticipated To Be Voted On..**

**24. Council Bill 2016-099. (Hosmer)**

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Refunding Bonds, Series 2016, in one or more series in an aggregate principal amount not to exceed \$29,000,000 for the purpose of providing funds to refund the Series 2002 Refunded Bonds, the Series 2005A Refunded Bonds, the Series 2005B Refunded Bonds, the Series 2006 Refunded Bonds, and the Series 2007 Refunded Bonds (as defined below); authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

Documents: [2016-099.PDF](#)

**25. Council Bill 2016-100. (Burnett)**

A general ordinance amending the Springfield City Code, Chapter 74, Nuisance and Housing

Code, Article II – Enforcement, Section 74-38(b)(2) - Cost, assessments, and nuisance-abatement lien, to add subparagraph “c,” providing that a special-tax bill shall be prima facie evidence of the validity of the bill, the doing of the work stated in the bill, and the liability of the property and the owner for the charges stated in the bill; including a savings and severability clause.

Documents: [2016-100.PDF](#)

26. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Mr. Ken Duncan wishes to address City Council.

27. **NEW BUSINESS.**

The City Manager recommends the following appointment to the Board of Adjustment: Bryan Fisher with term to expire January 2, 2021.

28. **UNFINISHED BUSINESS.**

29. **MISCELLANEOUS.**

30. **CONSENT AGENDA – FIRST READING BILLS. See Item #3.**

31. **Council Bill 2016-101. (Fishel)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of the public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Battlefield Business Center No. 12, generally located at 2000-2100 block of West Sunset Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with the terms of this ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents: [2016-101.PDF](#)

32. **Council Bill 2016-102. (Fishel)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of the public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of South Creek Crossing, generally located at 2620 South Campbell Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with the terms of this ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents: [2016-102.PDF](#)

33. **Council Bill 2016-103. (Ferguson)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of the public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Western Meadows, generally located at 800 block of South Waco and Miller Avenues, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with the terms of this ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents: [2016-103.PDF](#)

34. **CONSENT AGENDA – ONE READING BILLS. See Item #3.**

35. **Council Bill 2016-104. (Schilling)**

A resolution granting a new liquor license that includes Sunday sales to Black Sheep @ Chesterfield Village LLC doing business as Black Sheep, located at 2160 West Chesterfield Boulevard, Suite F101, Springfield, Missouri, such license to include a 17.5 foot by 31.5 foot

Boulevard, Suite 1101, Springfield, Missouri, such license to include a 17.5 foot by 31.5 foot patio.

Documents: [2016-104.PDF](#)

**36. Council Bill 2016-105. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Police Chiefs Charitable Foundation to accept the grant of a License Plate Reader, including installation and hardware, valued at \$15,435; and declaring an emergency.

Documents: [2016-105.PDF](#)

**37. CONSENT AGENDA – SECOND READING BILLS. Citizens Have Spoken. May Be Voted On.**

**38. Council Bill 2016-084. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with Texas A & M Engineering Extension Service (TEEX) to teach a course for the Springfield Police Department.

Documents: [2016-084.PDF](#)

**39. Council Bill 2016-086. (Fulnecky)**

A special ordinance authorizing the City Manager, or his designee, to grant a license to Springfield Community Gardens ("SCG") and its invitees allowing them to enter onto City-owned property, specifically, Fire Station No. 8 located at 1405 South Scenic Avenue, for the purpose of creating, cultivating and maintaining a community garden.

Documents: [2016-086.PDF](#)

**40. BOARD CONFIRMATIONS.**

Confirm the following reappointments for Substitute Municipal Court Judges: Chantel Alberhasky, Dennis Budd, Gregory Dorshorst, and Aaron Jones with terms to expire June 30, 2017.

**41. END OF CONSENT AGENDA.**

**42. CLOSED SESSION:**

City Council will hold a closed meeting to discuss legal actions, causes of action, litigation, privileged and confidential communications pursuant to Section 610.021 (1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

*Persons addressing City Council are asked to step to the microphone and clearly state their name and address before speaking.*

*All meetings are recorded.*

*In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's Office at 864 -1443 at least 3 days prior to the scheduled meeting.*



**April 18, 2016  
Springfield, Missouri**

The City Council met in regular session April 18, 2016 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Pro Tem Ken McClure. A moment of silence was observed.

**Roll Call**

Present: Craig Hosmer, Kristi Fulnecky, Phyllis Ferguson, Mike Schilling, Justin Burnett, Craig Fishel, Ken McClure, and Jan Fisk. Absent: Bob Stephens.

**Minutes**

The minutes of April 4, 2016 and April 12, 2016 were approved as presented.

**Consent Agenda**

The Consent Agenda was finalized and approved as amended.

Tom Smith, Acting City Clerk, informed Council he had received a request to remove Council Bill 2016-085 from the Consent Agenda Second Reading Bills. He noted this item will be added for consideration under Second Reading Bills.

**Rezoning - 608, 614,  
and 618 West Mount  
Vernon  
Z-39-2015**

Tom Smith, Acting City Clerk, informed Council he had received a request to remove Council Bill 2016-034 from the table. Councilman Fishel moved to remove Council Bill 2016-034 from the table. Motion to remove Council Bill 2016-034 from the table failed due to lack of a second.

**Additional Council  
Bills Added to Agenda**

Tom Smith, Acting City Clerk, informed Council two bills were posted in the City Clerk's office on Friday, April 15, 2016, as possible additions to the agenda.

Councilman Schilling moved the Council Bills to the agenda. Councilman Burnett seconded the motion and it was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

Mr. Smith informed Council that Council Bills 2016-090 and 2016-091 will be added to the agenda under First Reading Bills.

**CEREMONIAL MATTERS**

**City Managers report and responses to questions raised at the previous City Council meeting:**

Greg Burris, City Manager, responded all questions had been answered. Mr. Burris thanked the voters of the City for their approval for the 1/4-cent Capital Improvements Sales Tax and the 1/8-cent Transportation Sales Tax, which were renewed at Tuesday's April 5, 2016 election with 86% of the voters supporting. He also recognized the City staff, the Chamber of Commerce, and the Committee for the Future for helping to educate voters on the importance of these taxes.

Mr. Burris noted best-selling author Robert Putnam, visited Springfield and gave a series of presentations. He stated Professor Putnam has visited 140 cities across

the country during the past year and said, "I don't think there is a place in America that has a more sophisticated understanding of the gap between poor kids and rich kids than in Springfield. I'm blown away by what you've already done here. Springfield is five years ahead of most other cities in this effort."

Mr. Burriss noted the City has met another milestone in the Community Listen Zone Blitz Initiative. On Thursday, April 14, 2016, approximately 180 people came together at Northview Senior Center to review the current action plan for dozens of projects and investment in Springfield's Zone 1. He stated the next step is to create a menu of opportunities for partners and others wishing to help. He also stated the official launch of projects will begin in May 2016.

Mr. Burriss noted volunteers are going door-to-door to distribute invitations in Zone 1 for the upcoming Convoy of Hope Springfield event to take place at Ozark Empire Fairgrounds on May 7, 2016. He stated Convoy and the City have teamed with dozens of churches, nonprofit organizations and service providers, to make this a day of fun and hope for those needing assistance. Mr. Burriss noted there will be more information to come on this great event, which also includes numerous service projects going on throughout the Zone the same day.

Mr. Burriss noted the Parks Department has provided their regular update to Council. He stated the Parks Department is very involved and one of the busiest partners (along with Public Works) in the Zone Blitz. Mr. Burriss expressed his appreciation to Bob Belote, Kim Reser and Maria Johnston for taking an active role in this process. Mr. Burriss noted Friday night, April 15, 2016, was the opener for the spring season of Miracle League ball at the Betty and Bobby Allison Miracle League Ball Field, at Dan Kinney Park. He stated the Miracle League serves children and adults with disabilities. Mr. Burriss noted the seven-week spring league already includes 160 players from all over the region.

Mr. Burriss noted the Mayor will sign a proclamation recognizing the month of May 2016 as Building Safety Month.

Mayor Pro Tem McClure expressed his appreciation to the voters of the City for approving the 1/4-cent Capital Improvements Sales Tax and the 1/8-cents Transportation Sales Tax

Councilman Hosmer asked for clarification on the Unified Crime Report provided by the Springfield Police Department. Mr. Hosmer asked if the report is a monthly or quarterly report. Chief Williams, Springfield Police Department, responded the report provided is a monthly report. Mr. Hosmer asked if the Department had started housing inmates in Miller and Taney Counties. Chief Williams responded there are several measures and procedures being addressed. He stated he anticipates to begin housing inmates in these facilities in May 2016.

**The following bills appeared on the agenda under Second Reading Bills:**

**Blaine Street Frontage**

**Tabled for 60 Days**

Sponsor: McClure. Council Bill 2016-059. A general ordinance amending Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Division IV, Subdivision III, Section 36-425(7), Design Requirements, of the COM, Commercial Street District in the Zoning Ordinance to clarify Blaine Street Frontage and new construction requirements.

Councilwoman Ferguson moved to table Council Bill 2016-059 indefinitely. She stated, along with Tim Smith, Deputy City Manager, she met with Commercial Club and it was requested Council table this bill.

Marianne Banks, Interim City Attorney, advised Council to set a specific date instead of tabling indefinitely.

Councilwoman Ferguson amended her motion to table Council Bill 2016-059 for sixty days. Councilman Burnett seconded the motion and it was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

**Project Water  
Education for Teachers  
(WET)**

Sponsor: Burnett. Council Bill 2016-075. A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, Missouri, to enter into an agreement with Missouri State University (MSU), Greene County, and the Watershed Committee of the Ozarks (WCO) to participate in supporting and implementing Project Water Education for Teachers (WET), a water quality education program for Springfield and Greene County, Missouri.

Council Bill 2016-075. Special Ordinance 26716 was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

**Sculpture Walk**

Sponsor: Fisk. Amended Council Bill 2016-076. A general ordinance amending the Springfield City Code by repealing language contained in Chapter 98 Streets, Sidewalks and Public Places, Article I in General, Section 98-8 Outdoor Sculptures; and adding new regulations for Sculpture Walk.

Councilman Hosmer noted the online version of Council Bill 2016-076 still contained the language, "or his designee". Mr. Hosmer asked for clarification on whether the Council Bill had been properly amended as voted on at the April 4, 2016 Council meeting. Marianne Banks, Interim City Attorney, advised Council since a vote was taken to amend and remove the language, "or his designee" and by voting in the affirmative on Council Bill 2016-076 that amendment will stand and the approved Council Bill will not contain that language.

Councilwoman Fulnecky spoke in support of the proposed and expressed her opinion it will be good for the City.

Amended Council Bill 2016-076. General Ordinance 6274 was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

**RESOLUTIONS.**

**EMERGENCY BILLS.**

**PUBLIC IMPROVEMENTS.**

**GRANTS.**

**AMENDED BILLS.**

**COUNCIL BILLS FOR PUBLIC HEARING.**

**The following appeared under First Reading Bills:**

**3100 block of South  
Kauffman Road**

**Removed From  
Consent Agenda First  
Reading Bills**

Sponsor: Hosmer. Council Bill 2016-085. A resolution authorizing the Mayor of the City of Springfield, Missouri to sign a petition to request the annexation of approximately 22.84 acres of City-owned property, generally located in the 3100 block of South Kauffman Road and declaring the intent of the City of Springfield to annex and rezone said property.

Marianne Banks, Interim City Attorney, gave a brief overview of the proposed. She stated the proposed will allow the Mayor to sign a petition and start the process of annexing this City-owned property into the City limits. Ms. Banks noted the proposed was discussed at a previous meeting as a potential location for an animal shelter. Mayor Pro Tem McClure asked for clarification on the annexation process. Ms. Banks responded a neighborhood public hearing is scheduled for Thursday, April 21, 2016, followed by a Planning and Zoning Commission meeting in May 2016, and back to Council for consideration on May 31, 2016.

Ms. Banks advised Council since this is a Resolution it can be voted on at this meeting.

Councilwoman Ferguson asked for clarification on the location of the proposed shelter. Collin Quigley, Assistant City Manager, provided the proposed location. Ms. Ferguson asked about the distance from the proposed shelter location to the Church. Mr. Quigley provided the location of the church and the proposed shelter.

Councilman Fishel asked for clarification on the location of City limits. Mr. Quigley provided the location of City limits. Mr. Fishel asked if the church will be inside City limits. Mr. Quigley responded in the negative.

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

Council Bill 2016-085. Resolution 10265 was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

Council Bill 2015-324 Substitute No. 1 and Council Bill 2016-090 were read and discussed simultaneously.

**Carryover Fund  
Balance**

Sponsor: Stephens. Council Bill 2015-324 Substitute No. 1. A special ordinance amending the General Fund budget of the City of Springfield, Missouri, for Fiscal Year 2015-2016, by appropriating the carryover fund balance and increasing expenses in the amount of \$3,213,570.

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

**2015 Fiscal Year  
Carryover Fund**

**Added to the Agenda**

Sponsor: Stephens. Council Bill 2016-090. A special ordinance amending the General Fund budget of the City of Springfield, Missouri, for Fiscal Year 2015-2016, by appropriating a portion of the 2015 fiscal year carryover funds and increasing expenses in the amount of \$750,000.

Mary Mannix Decker, Director of Finance, gave a brief overview of the proposed. She stated the original amount of carryover funds was \$4.4 Million. Ms. Decker noted the carryover funds are a result of revenues which exceeded the budget and expenses which were lower than budget. She stated for Fiscal Year 2015, revenue exceeded budget by \$2.3 Million and expenses were \$2.1 Million lower than originally budgeted. Ms. Decker noted Council appropriated \$500,000 in March 2016 leaving \$3.9 Million in carryover funds. She stated the items on the budget adjustments for Council Bills 2015-324 Substitute No. 1 and 2016-090 are high-priority items and were presented to Council at the April 12, 2016 luncheon. Ms. Decker noted all of the items on the presented at the Council lunch are on the budget adjustment in the amount of \$3,213,570. She stated the Infor Public Sector Software is a separate Council Bill and budget adjustment and staff is asking Council to do a second reading at the April 26, 2016 Council lunch in order to take advantage of approximately \$150,000 in discounts.

Councilwoman Fulnecky moved to amend exhibit A of Council Bill 2015-324 Substitute No. 1 by reducing the amount of the Founders Park – Phase 1 expenditure by \$43,640. Councilman Hosmer seconded the motion and it was discussed. Ms. Fulnecky stated her motion is intended to fund the purchase of the following items: Hood and Duct System for the Fire Department in the amount of \$12,000; Tasers for the Fire Department in the amount of \$5,200; Training Infill for the Fire Department in the amount of \$5,000; Cameras for Investigators for the Police Department in the amount of \$11,940; and Replace a Service Dog for the Police Department in the amount of \$9,500.

Bob Belote, Director of Parks and Recreation, gave a brief overview of the Founders Park budget request. He stated safety and security design improvements are the priority the budget line item. Mr. Belote noted the majority of the budget request will provide lighting, security cameras, and waterfall safety issues. Ms. Fulnecky asked for clarification on lighting costs. Mr. Belote responded approximately \$180,000. He stated upgrading lighting without upgrading the security cameras will have a significant impact on the Department's ability to respond security concerns in real-time.

Councilman Schilling spoke in opposition to the motion. He expressed his opinion the City faces a liability issues at Founders Park without these design improvements.

Councilwoman Ferguson asked for clarification on the waterfall concerns. Mr. Belote responded the height of the falls along with the depth of the water provide substantial risk of injury and drowning. He stated the plan calls for addressing both concerns.

Councilman Hosmer asked about a parks tax. Mr. Belote responded considerable discussion has taken place on a potential parks tax. He stated Parks does not have a capital budget to address infrastructure problems such as this and a parks tax would alleviate that. Mr. Hosmer expressed his opinion a parks tax would be

good for the City. He expressed his opinion it is not good public policy to take money away from the Parks to provide items for the Police and Fire Departments and vice versa. Mr. Hosmer stated he will support the motion.

Councilwoman Fulnecky expressed her belief that after this amount is deducted, the Parks Department will still have over \$250,000.

The motion failed by the following votes: Ayes: Hosmer and Fulnecky. Nays: Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Absent: Stephens. Abstain: None.

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

Councilwoman Ferguson asked for clarification on the hiring of an additional building inspector. Greg Burris, City Manager, stated the funding was pre-authorized for Fiscal Year 2017. Councilman Hosmer asked for clarification on the funding for the building inspector. Mary Mannix Decker, Director of Finance, stated the funding for this position is included in the proposed Fiscal Year 2017 budget. Ms. Decker noted Council authorized staff to post this position for hire and stated by the time this position is hired it will likely be on or after July 1, 2016. Mr. Hosmer stated his understanding of what Council approved was the setting aside of funds for the hiring of an inspector now and not waiting until Fiscal Year 2017. Ms. Decker responded staff is in the process of hiring an inspector now, but noted the process may take several weeks to complete. She stated if an individual can be hired before July 1, 2016 one will be hired and the contingency funds will provide for the Fiscal Year 2016 salary.

**Alcoholic Beverages at  
Special Events**

**Added to the Agenda**

Sponsor: Fisk, Ferguson, Burnett & McClure. Council Bill 2016-091. A general ordinance amending the Springfield City Code, Chapter 10, Alcoholic Beverages, Section 10-62 Exception for general merchandise stores, restaurants, and exempt organizations, to increase and expand the area for certain permitted events; Chapter 78, Offenses and Miscellaneous Provisions, Section 78-4 Possession, sale or consumption of alcoholic beverages in public place, to add exemptions for certain permitted events; amending Chapter 106, Traffic and Vehicles, Section 106-50 Use of right-of-way during Artsfest; and including a sunset provision for December 31, 2016.

Cora Scott, Director of Public Information and Civic Engagement, gave a brief overview of the proposed. She stated the proposed will allow possession, sale or consumption of alcoholic beverages in the public right-of-ways, for certain special events. Ms. Scott noted the benefits of the proposed include enhancing vibrancy, and introducing thousands of citizens and customers to the downtown area. She stated the proposed will make Springfield more competitive with larger markets will provide for more sales for downtown businesses. Ms. Scott noted the proposed keeps eight events authorized, but expands the Park Central Square boundaries for the Route 66 Festival. She stated the Artsfest organizers are requesting authority to have a beer garden in conjunction with Artsfest this year.

Councilwoman Ferguson moved to amend ordinance 2016-091 to include one event to take place on C-Street (the boundaries of Commercial Street public right-of-way from Washington at the East and Grant at the West) for the allowance of

alcohol, given certain parameters met, as outlined in the Special Event Permit Process, and amending Line 32 to increase the total numbers of events annually from nine to ten. Councilman Fishel seconded the motion and it was discussed.

Councilman Fishel asked if all events on the Square are approved individually. Ms. Scott gave a brief overview of the approval process. Mr. Fishel asked if each event had to come before Council. Ms. Scott responded no. Mr. Fishel expressed his opinion C-Street should be treated the same as the Square.

Councilman Hosmer asked for clarification on limitations placed on special events. Ms. Scott gave a brief overview of the limitations and the event permitting criterion.

The motion and was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

An opportunity was given for citizens to express their views.

Ashley Clair spoke in support of the proposed. She expressed her appreciation to Council for their efforts in making Downtown Springfield a vibrant and attractive place to live and work.

Travis Liles spoke in support of the proposed. He expressed his appreciation to Council for their efforts in attracting economic development in Downtown Springfield.

Leslie Forrester spoke in support of the proposed. She expressed her opinion that the proposed will ensure the future growth and success of Artsfest.

Rusty Worley spoke in support of the proposed. He expressed his appreciation to the Network for supporting the proposed.

With no further appearances, the discussion was closed.

**The following appeared under Petitions, Remonstrances, and Communications:**

Fred Hamburg spoke about the issue of recycling and waste management.

**NEW BUSINESS.**

**UNFINISHED BUSINESS.**

**MISCELLANEOUS.**

**The following bill appeared on the agenda under Consent Agenda First Reading Bills:**

**Texas A & M  
Engineering Extension  
Service (TEEX)**

Sponsor: Fisk. Council Bill 2016-084. A special ordinance authorizing the City Manager, or his designee, to enter into a contract with Texas A & M Engineering Extension Service (TEEX) to teach a course for the Springfield Police

<b>Contract</b>	Department.
<b>3100 block of South Kauffman Road</b>	Sponsor: Hosmer. Council Bill 2016-085. A resolution authorizing the Mayor of the City of Springfield, Missouri to sign a petition to request the annexation of approximately 22.84 acres of City-owned property, generally located in the 3100 block of South Kauffman Road and declaring the intent of the City of Springfield to annex and rezone said property.
<b>Moved to First Reading Bills</b>	
<b>Springfield Community Gardens onto City-Owned Property</b>	Sponsor: Fulnecky. Council Bill 2016-086. A special ordinance authorizing the City Manager, or his designee, to grant a license to Springfield Community Gardens ("SCG") and its invitees allowing them to enter onto City-owned property, specifically, Fire Station No. 8 located at 1405 South Scenic Avenue, for the purpose of creating, cultivating and maintaining a community garden.
<b>Miracle League Ball Field Resurfacing</b>	Sponsor: Ferguson. Council Bill 2016-087. A special ordinance acknowledging the Springfield-Greene County Park Board's acceptance of an anonymous donation for the resurfacing of the Miracle League Ball Field and replacing the bleacher seating in the Stadium at the Park Board's Dan Kinney Park; expressing appreciation to the donor for this donation; and amending the budget for the Park Board for fiscal year 2015-2016 in the amount of \$350,000.
<b>The following bill appeared on the agenda under Consent Agenda One Reading Bills:</b>	
<b>Sanitary Sewer District No. 183 of Section No. 16 – Grand Street and West Bypass</b>	Sponsor: Schilling. Council Bill 2016-088. A special ordinance amending Special Ordinance No. 26450 to redefine the boundaries of Sanitary Sewer District No. 183 of Section No. 16 of the main sewers of the City of Springfield located in the general vicinity of Grand Street and West Bypass.  Council Bill 2016-088. Special Ordinance 26717 was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.
<b>Temporary Assistance for Needy Families (TANF) and the Summer Jobs League Program</b>	Sponsor: Burnett. Council Bill 2016-089. A special ordinance authorizing the City Manager, or his designee, to accept Temporary Assistance for Needy Families (TANF) grant of \$69,294 for the State Park Youth Corps program and \$394,286 for the Summer Jobs League Program from the Missouri Division of Workforce Development and to enter into necessary agreements to carry out the grant; and amending the budget of the Department of Workforce Development for Fiscal Year 2015-2016 in the amount of \$463,580 to appropriate the grant funds.  Council Bill 2016-089. Special Ordinance 26718 was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.
<b>The following bills appeared on the agenda under Consent Agenda Second Reading Bills:</b>	
<b>Missouri Highways and Transportation Commission (MHTC)</b>	Sponsor: Ferguson. Council Bill 2016-077. A special ordinance authorizing the City Manager, or his designee, to enter into a cost apportionment agreement with the Missouri Highways and Transportation Commission (MHTC), to share costs

**Apportionment Agreement**

associated with the improvement of both Route EE and North Airport Boulevard.

Council Bill 2016-077. Special Ordinance 26719 was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

**Environmental Works, Inc. – Monitoring Well**

Sponsor: Fishel. Council Bill 2016-078. A special ordinance authorizing the City Manager, or his designee, to enter into an addendum to contract number 2015-0720 with Environmental Works, Inc., to install and maintain one additional monitoring well on public right-of-way to monitor groundwater conditions at no cost to the City.

Council Bill 2016-078. Special Ordinance 26720 was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

**Hartman and Company Inc. – Mt. Vernon Street Widening**

Sponsor: Ferguson. Council Bill 2016-079. A special ordinance approving the plans and specifications for the Mt. Vernon Street Widening (Orchard Crest Avenue to Suburban Avenue) project, Plan No. 2013PW0039T; accepting the bid of Hartman and Company, Inc., for that project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Council Bill 2016-079. Special Ordinance 26721 was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

**Surplus Property – 1102 North Rogers Avenue**

Sponsor: Burnett. Council Bill 2016-080. A special ordinance approving the sale of real property at 1102 North Rogers Avenue to Affording Housing Action Board for \$12,500 and authorizing the issuance of a deed for same.

Council Bill 2016-080. Special Ordinance 26722 was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

**Surplus Property – 1410 East Pacific Street**

Sponsor: Burnett. Council Bill 2016-081. A special ordinance approving the sale of real property at 1410 East Pacific Street to Affordable Housing Action Board for \$12,500 and authorizing the issuance of a deed for same.

Council Bill 2016-081. Special Ordinance 26723 was approved by the following vote: Ayes: Hosmer, Fulnecky, Ferguson, Schilling, Burnett, Fishel, Fisk, and McClure. Nays: None. Absent: Stephens. Abstain: None.

**Adjourn**

With no further business to come before Council, the meeting adjourned at approximately 8:00 p.m.

Tom Smith  
Acting City Clerk

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed: 04-13-16

Sponsored by: Stephens

First Reading: \_\_\_\_\_  
SUBSTITUTE  
COUNCIL BILL NO. 2015-324

Second Reading: \_\_\_\_\_  
SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING the General Fund budget of the City of Springfield, Missouri, for Fiscal  
2 Year 2015-2016, by appropriating the carryover fund balance and  
3 increasing expenses in the amount of \$3,213,570.  
4

5 \_\_\_\_\_

6 WHEREAS, at the close of Fiscal Year 2014-2015, the City had \$4,463,570 in  
7 carryover funds in the fund balance of the General Fund; and  
8

9 WHEREAS, \$500,000 of the carryover funds were appropriated in Special  
10 Ordinance No. 26705 for use in contracts for housing of City inmates; and  
11

12 WHEREAS, \$750,000 of the carryover funds are requested to be appropriated  
13 separately by Council Bill No. 2016-090, leaving a remaining carryover fund balance of  
14 \$3,213,570; and  
15

16 WHEREAS, Council Bill No. 2015-324 regarding reconciling the differences  
17 between the budgeted revenues and expenditures and actual revenues and  
18 expenditures was table at the December 14, 2015, Council Meeting; and  
19

20 WHEREAS, the remaining \$3,213,570 in carryover funds will be used to address  
21 a variety of critical one-time capital needs, as shown on "Exhibit A," attached hereto and  
22 incorporated herein; and  
23

24 WHEREAS, an amendment to the budget of the City, for Fiscal Year 2015-2016,  
25 has been approved and recommended by the City Manager.  
26

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

30 Section 1 – The budget of the City for Fiscal Year 2015-2016 is hereby amended  
31 in the accounts and in the amounts as shown on Budget Adjustment No. 0044, a copy  
32 of which is attached hereto and incorporated herein by reference as "Exhibit A."  
33

34           Section 2 – The City Council finds the budget adjustment made above has been  
35 recommended by the City Manager and that the budget adjustment made herein is  
36 necessary to reconcile differences between budgeted revenues and expenditures and  
37 actual revenues and expenditures.

38  
39           Section 3 – The City Council hereby directs the City Manager to cause the  
40 appropriate accounting entries to be made in the books and records of the City.

41  
42           Section 4 – This ordinance shall be in full force and effect from and after  
43 passage.

44  
45 Passed at meeting: \_\_\_\_\_

46  
47  
48  
49 \_\_\_\_\_  
50 Mayor

51 Attest: \_\_\_\_\_, City Clerk

52  
53 Filed as Ordinance: \_\_\_\_\_

54  
55  
56 Approved as to form: *Marianna Anderson Banks*, City Attorney

57  
58 Approved for Council action: *Greg Burt*, City Manager  
59

## EXPLANATION TO COUNCIL BILL NO: 2015-324 Substitute 1

FILED: 04-15-16

ORIGINATING DEPARTMENT: Finance

**PURPOSE:** Amending the Fiscal Year 2015-2016 General Fund budget by appropriating the carryover funds and increasing expenses in the amount of \$3,213,570.

**BACKGROUND INFORMATION:** At the close of Fiscal Year 2015, there was \$4,463,570 available in end-of-year carryover funds from the General Fund fund balance. This amount is in addition to the City's \$16,000,000 operating reserve ("Rainy Day Fund"). The one-time carryover funds are the result of actual revenue exceeding the budget estimate and actual expenses being lower than budget. In Fiscal Year 2015, actual revenue exceeded the budget estimate by \$2.3 million, or 3%. Budgeted operating expenses were \$2.1 million, or 2.8%, below budget. Since the current level of reserves in the General Fund meets the City Council policy requirement of 20% of the General Fund operating budget, these additional funds are available for appropriation to address one-time, high-priority needs.

City staff presented an original recommendation to City Council in December, 2015. At that time, City Council elected to place this appropriation action "on hold" as a short-term jail solution was being developed.

Via Council bill 2016-071 approved by City Council on March 21, 2016 \$500,000 of the original \$4,463,570 carryover amount was appropriated for use to contract with Miller and Taney counties to provide a short-term jail option for Springfield. A separate Council bill seeking approval to appropriate \$750,000 of the carryover funds to replace software used by several City departments will be presented at the April 18, 2016 meeting. This proposed appropriation is being presented separately so that we can take advantage of discount pricing which expires on April 30, 2016. Thus, \$3,213,570 remains to be appropriated via this bill.

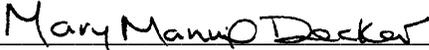
If approved by City Council, the one-time FY15 carryover funds will be used to address a variety of critical needs for several departments. The Police and Fire departments will receive 47% of the carryover funds. In addition to inmate housing, the most significant items funded for these departments are the start-up cost for the eleven new officers hired with the latest Community Oriented Policing Services (COPS) grant and the installation of exhaust systems in our older fire stations. The budget adjustment also begins the process of setting aside funds to purchase a ladder truck, by combining this carryover allocation with funds available from the Level Property Tax. Thus, as in past years, carryover funds will be used to address only the most urgent capital and facility needs. Funding is also provided to replace the carpet in the Busch Building due to its age and safety concerns. The Parks Department, Police Department, neighborhood groups, and

our downtown partners have expressed concern about security and other risk concerns at Founders Park. While the total cost to fully address these concerns is approximately \$500,000, the FY15 carryover budget adjustment includes only \$300,000 to address only the risk- and security-related concerns. The budget adjustment sets aside funds for potential environmental liabilities. Additionally, the proposed carryover allocation includes several other high-priority, but lower cost, projects proposed for funding.

All proposed projects have been presented to City Council, most recently during the April 12 Council Lunch Workshop, and all are listed individually on the attached budget adjustment.

REMARKS: Department directors identified many additional high-priority projects to be considered for funding. Although we are fortunate to have these one-time carryover funds available to address many of the projects considered the highest priority, funding is not available for all projects.

Recommended by:

  
\_\_\_\_\_  
Mary Mannix Decker  
Director of Finance

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit   A  

BA Number 0044

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						-	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15020	508120	000000	00000	\$ 500,000	Fire Apparatus set-aside
10110	10	15020	508170	000000	00000	475,000	Exhaust Removal Systems - Fire Stations
10110	18	90100	501190	000000	00000	16,330	Ballistic Shields for SGT/Cpl cars
10110	18	90100	501230	000000	00000	21,000	Police Karex Software
10110	20	73020	502710	000000	00000	200,000	Facilities maintenance-Busch Building Carpet
10110	06	13010	509910	000000	00000	650,000	Environmental Liability
10110	11	57510	508120	000000	00000	35,000	Animal Control Vehicle
10110	18	97510	508120	000000	00000	512,000	COPS Grant - Start-up funds
10110	16	82570	509110	000000	10123	300,000	Founders Park - Phase I
10110	12	16010	504580	000000	00000	130,640	Compensation Consultant
10110	18	97580	504580	000000	00000	15,600	Blacktop Obstacle Course
10110	12	16010	502420	000000	00000	38,000	Recruitment and relocation program
10110	17	65210	504580	000000	00000	175,000	Planning Master Plan Update
10110	17	65210	504580	000000	00000	45,000	Neighborhood cleanups
10110	17	60210	504580	000000	00000	100,000	Kearney Street Economic Development Study
Net Expenditure Adjustment						\$ 3,213,570	

Fund Balance Appropriation:

Fund	Title	Amount
10110	2015 Carryover Funds	(3,213,570)

Explanation: Amend the FY15-16 General Fund by appropriating carryover fund balance and increasing expenditures.

Requested By:

Mary Mann O'Decker 4-15-16  
Department Head Date

Approved By:

Mary Mann O'Decker 4-15-16  
Director of Finance Date

Authorization:

Council Bill No. 2015-324 S1  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. \_\_\_\_\_  
Filed: 01-19-16

Sponsored by: Schilling

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 034

GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, Zoning Maps, by  
2 rezoning approximately 0.81 acres of property, generally located at 608,  
3 614, and 618 West Mount Vernon Street, from R-SF, Single-Family  
4 Residential District, to R-LD, Low-Density Multi-Family Residential District;  
5 establishing Conditional Overlay District No. 103; and adopting an  
6 updated Official Zoning Map. (Staff, and Planning and Zoning Commission  
7 recommend approval.)  
8  
9

10 WHEREAS, an application has been filed for a zoning change of the property  
11 described in "Exhibit B" of this Ordinance, generally located at 608, 614, and 618 West  
12 Mount Vernon Street, from R-SF, Single-Family Residential, to R-LD, Low-Density  
13 Multi-Family Residential District, and establishing Conditional Overlay District No. 103;  
14 and  
15

16 WHEREAS, the owners of all the property to be rezoned have petitioned for the  
17 creation of a Conditional Overlay District in accordance with the provisions of Section  
18 36-407 the Land Development Code (Zoning Ordinance); and  
19

20 WHEREAS, following proper notice, a public hearing was held before the  
21 Planning and Zoning Commission, a copy of the Record of Proceedings from said public  
22 hearing being attached hereto as "Exhibit A"; and said Commission made its  
23 recommendation; and  
24

25 WHEREAS, proper notice was given of a public hearing before the City Council,  
26 and that said hearing was held in accordance with the law.  
27

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

31 Section 1 – The property described in "Exhibit B" of this Ordinance be, and the  
32 same hereby is, rezoned from R-SF, Single-Family Residential, or such zoning district  
33 as is designated on the Official Zoning Map adopted by the City Council, to R-LD, Low-

34 Density Multi-Family Residential District, and establishing Conditional Overlay District  
35 No. 103; and the Springfield Land Development Code, Section 36-306 thereof, Zoning  
36 Maps, is hereby amended, changed and modified accordingly.

37  
38 Section 2 – The property described by "Exhibit B" of this ordinance will be subject  
39 to Conditional Overlay District No. 103, which is attached hereto as "Exhibit C" and  
40 incorporated herein as if copied verbatim, and the requirements of R-LD, Low-Density  
41 Multi-Family District zoning will be modified by said Conditional Overlay District for  
42 development within this property.

43  
44 Section 3 – The City Council hereby directs the City Manager, or his designee, to  
45 update the City's digital zoning map to reflect this rezoning, and City Council adopts the  
46 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided  
47 for in the Springfield Land Development Code, Section 36-306, Official Zoning Maps  
48 and Rules of Interpretation.

49  
50 Section 4 – The Official Zoning Map herein adopted shall be maintained and  
51 archived in the same digital form in which this Council has approved its adoption.

52  
53 Section 5 – This ordinance shall be in full force and effect from and after  
54 passage.

55  
56 Passed at meeting: \_\_\_\_\_  
57  
58 \_\_\_\_\_  
59 Mayor

60  
61 Attest: \_\_\_\_\_, City Clerk

62  
63 Filed as Ordinance: \_\_\_\_\_

64  
65 Approved as to form: Richard T. Weder, Assistant City Attorney

66  
67 Approved for Council action: Greg Burnett, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 034**

FILED: 01-19-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To rezone approximately 0.81 acres of property generally located at 608, 614 and 618 West Mount Vernon Street from an R-SF, Single-Family Residential District to a R-LD, Low-Density Multi-Family Residential District; and establishing Conditional Overlay District No. 103.

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-39-2015/CONDITIONAL OVERLAY DISTRICT NO. 103

The applicant is proposing to rezone the subject property from a R-SF, Single-Family Residential District to a R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 103. The proposed Conditional Overlay District will restrict the residential density to 11 dwelling units per acre or less and require a combination of all subject properties. A landscaped buffer yard "Type B" at least 15 feet wide is required between any adjacent R-SF District and no portion of a structure shall be higher than forty-five (45) degree bulk plane where the property adjoins a R-SF District.

The Growth Management and Land Use Plan of the Comprehensive Plan designate this area as appropriate for Medium or High Density Housing uses. The plan recommends townhouses and multi-family apartments where there is good traffic access, when located between low-density housing and non-residential land uses, and at high-amenity locations. The Major Thoroughfare Plan classifies Mount Vernon Street as a collector roadway which supports the proposed land use.

REMARKS: The Planning and Zoning Commission held a public hearing on January 7, 2016, and recommended approval, by a vote of 5 to 0, of the proposed zoning on the tract of land described on the attached sheet (see the attached Record of Proceedings, "Exhibit A").

The Planning and Development staff recommends the application be approved with the requirements of Conditional Overlay District No. 103 (see the attached Development Review Staff Report, "Exhibit C").

**FINDINGS FOR STAFF RECOMMENDATION:**

1. The Growth Management and Land Use Plan of the Comprehensive Plan identify this as an appropriate area for Medium or High Density Housing. The requested R-LD, Low-Density Multi-Family Residential zoning is consistent with this recommendation. The Growth Management and Land Use Plan also encourage a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents.

2. Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers and transit corridors.
3. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure. The request will change the status of two non-conforming uses and make them conforming.
4. The Major Thoroughfare Plan classifies Mount Vernon Street as a collector roadway which supports the proposed land use.
5. The proposed conditional overlay district will lower the residential density similar to the R-TH, Residential Townhouse District. The R-TH District zoning district allows duplexes. The development requirements in the R-LD District are adequate for mitigating any other potential impacts of the proposed development on the adjoining properties.

Submitted by:

---

Daniel Neal, Senior Planner

Reviewed by:

Approved by:

  
\_\_\_\_\_  
Mary Lilly Smith, Director

  
\_\_\_\_\_  
Greg Burris, City Manager

**EXHIBITS:**

- Exhibit A, Record of Proceedings
- Exhibit B, Legal Description
- Exhibit C, Development Review Staff Report

**ATTACHMENTS:**

- Attachment 1, Department Comments
- Attachment 2, Neighborhood Meeting Summary
- Attachment 3, Conditional Overlay District Provisions
- Attachment 4, Neighborhood Correspondence

## EXHIBIT A

### RECORD OF PROCEEDINGS Planning and Zoning Commission January 7, 2016

Z-39-2015 w/COD #103  
608, 614 & 618 West Mt. Vernon Street  
**Applicant:** Mt. Vernon 608, LLC

Mr. Hosmer stated that this is a request to rezone approximately 0.81 acres of property generally located at 608, 614 and 618 West Mount Vernon Street from an R-SF, Single-Family Residential District to a R-LD, Low-Density Multi-Family Residential District; and establishing Conditional Overlay District No. 103.

The Growth Management and Land Use Plan of the Comprehensive Plan identify this as an appropriate area for Medium or High Density Housing. The requested R-LD, Low-Density Multi-Family Residential zoning is consistent with this recommendation.

The Major Thoroughfare Plan classifies Mount Vernon Street as a collector roadway which supports the proposed land use.

The history of this property is prior to 1995 these properties were originally zoned as C-3, Commercial District, which allowed for both commercial and all types of residential uses. In 1995 the city wide reclassification rezoned these properties to R-MD, Medium-Density Multi-Family Residential District. In 1998, the West Central Neighborhood Strategic Plan was adopted and identified these properties as appropriate for R-SF, Single Family zoning. In 1998-99, the City rezoned this area to R-SF. In 2001, the City adopted the Growth Management and Land Use Element of the Comprehensive Plan that identified these properties as appropriate for Medium-to High-Density Housing. Staff recommends approval.

Mr. Baird opened the public hearing.

Mr. Geoff Butler, 319 N. Main, this property was originally zoned C-3, then in 1995 after the reclassification all of the properties in the community had to be remapped because C-3 did not allow residential at all. 618 W. Mt. Vernon is the largest piece and it has a dilapidated single family residence, which is a one bedroom house. All the other rooms that might qualify for a bedroom does not have any windows. It cannot be considered a two or three bedroom home and it has been added onto several times. It needs to be demolished and new construction placed there. Interesting part of the remapping, it was remapped to multi-family and all the property owners in the community had an opportunity to present, but since those properties were multi-family, they were probably fine with it. I do not know what happened to get it rezoned RS-F and if the property owners knew and only the owners can rezone their property and yet it was rezoned to RS-F making two of the properties non-conforming uses, which means if it is destroyed they would have to build a single family home. We are trying to make the two properties conforming and redevelop the third property. We think it is an appropriate use, it is on a collector street and it is a good place for a low density multi-family housing.

Mr. Cline reaffirmed that was being rebuilt, but knocking down the little house and put something there. He asked whether the duplexes are remaining as duplexes.

Mr. Butler said that they are remaining duplexes and have been significantly rehabilitated over the last year since they have been acquired. They haven been gutted and rebuilt and in the past, they were not that nice and all of the problems that the neighborhood had there were from the prior owners, who did not keep the property up. My client, their organization, has a history of buying properties and significantly investing in their area and improving the properties. These two properties on the east side have been significantly invested and they have been redone and with that come a better and more affluent tenant and they can charge more rent because it is a nicer property. That is the goal that we are going to invest in the community and invest in the area and make that something worth while.

Mr. Doennig, in requesting the change to RL-D with the Conditional Overlay District, are you trying to create something of hybrid between the RL-D district and the R-TH district.

Mr. Butler stated that the R-TH only allows one building, a duplex on one lot.

Mr. Doennig asked because of the two duplexes on one lot.

Mr. Butler stated that they have 2 duplexes and R-TH will not be appropriate, because R-TH only allows 11 units per acre, but the only way to get 11 units per acre would be to sub-divide into multiple lots and can't meet the subdivision regulations to do it. We want to put a four-plex in and there is plenty of room for parking so R-TH would be great if were not tied to one lot per building.

Mr. Doennig asked if they wanted to avoid the minor subdivision and do it the way as mentioned.

Mr. Butler stated that they could not do it with a subdivision because they cannot create enough lots to get 11 units an acre and use the R-TH with conditional overlay district to reduce the density to what is appropriate.

Mr. Gene Beauchamp, 3220 W. Meadowlark Circle, has a rental house that touches this area at 614 West Harrison. Approves for this project to go forward, but two concerns. Parking is a problem, fire trucks cannot go down Main Street if a vehicle is parked on the right and the left, it is totally impossible. Wants to make sure that the rental or lease agreement is enforced, because it will enforce the parking. The second item are the civil war artifacts, Mr. James Cox, who belongs to the Civil War Round Table and other organizations. The area is part of the old battle of Springfield, there should be many bullets and other artifacts buried so whoever is digging, they need to be aware of any artifacts. When Hammon's Tower was built, they had to look for civil war artifacts and it is very important. Please observe for anything of artifacts that may be there.

Mr. Baird stated that he would hope that anyone working on the site that they do pay attention, because it is a historical part of the area and the City. Mr. Baird then asked if Mr. Beauchamp was more concerned with people parking on the street or what the specific concern.

Mr. Beauchamp stated that people may stay longer and can't park on Main Street, so they would need to be very careful and enforce the parking by the landlord.

Ms. Kathleen Cowens, 741 S. Market Avenue, and is the president of West Central Neighborhood Alliance. The West Central board voted in favor of retaining the RS-F zoning. Retaining the present zoning is probably the main West Central priority by stabilizing the neighborhood and community by promoting ownership occupant housing. It has been a consistent goal for the West Central Neighborhood for the past 25 years or more and has found many references or policies promoting owner occupied homes. The West Central board is in full support of the wishes of Alan and Patricia Neff as well as many others. They have been long time residents and have changed their corner of the neighborhood and living in a lovely home. West Central has been really working hard at stabilizing the neighborhood. There has been a lot of focus on decreased home ownership and increased crime. With an apartment dwelling, there is an increase of noise, and people coming and going and believe that college students will be the targeted tenants. She also stated that she is aware that the Planning and Zoning commission is consistent with the Comprehensive Plan, the adopted goals, objectives, and policies related to community development. She also stated concerns regarding the future and what might happen to the properties and is not aware of anyone in the neighborhood is supportive of the zoning change or the four unit apartment complex.

Mr. Cline asked when the West Central board vote occurred.

Ms. Cowens stated that it was taken this week via e-mail. Six people said yes, one person abstained, one is out of town and two people did not respond.

Mr. Cline asked if the West Central vote was known to the Planning staff.

Ms. Cowens stated that they did not know of the vote.

Mr. Cline asked about a plan for the neighborhood, is it part of the Comprehensive Plan or something that the West Central neighborhood has put together for itself.

Ms. Cowens said that it would be in conjunction with the City.

Mr. Baird stated that it be a good plan if anytime you could get a group of people together and move in one direction.

Ms. Patricia Neff, 632 W. Mt. Vernon, our home was built in 1895 and has been familiar with this neighborhood for 60+ years. In 1995 I came forward requesting the zoning to be changed to RS-F. Our home at that time was commercial and changed our home from a 3-plex to a single family home. We have been working for the 35 years to restore our Victorian home and the house next door and help promote a better neighborhood. In 1999 when the duplexes were built they were rented to low income person and become a consent crime, a consent noise, disturbance, fighting, and the police were consistently being called. I'm asking that the zoning stay as is so we can rebuild the neighborhood. She also stated that she is concerned with the run off water because if there is a lot of rain, the water flows down the street and gathers on the corner.

Mr. Cline asked if the duplexes would be targeted towards students.

Ms. Neff stated that she thought they would be for students.

Mr. Rose asked how the addresses are divided up.

Mr. Hosmer stated that there are three lots, 608, 614, and 618 W. Mt. Vernon. The parcels are ownership and not subdivision parcels.

Ms. Brandy Roberts, 626 W. Mt. Vernon concerned with more density in the neighborhood and another concern was an incident taken place July 25, 2013 at the duplexes was a shooting. This is a very dense neighborhood, it requires two police squads and we have a lot of crime in the neighborhood and want to keep with single family homes.

Ms. Dixie Decker, 1122 E. Walnut, property owner of the addresses in question. We have spent \$100,000 fixing up the properties to make it a better street and neighborhood. We have several properties in this area and provide parking for each of them and have improved the community and the streets.

Mr. Baird asked if they give thought to the neighborhood while designing or do they just have a plan to as to what is being built.

Ms. Decker stated that the interior design typically does not change and there is a standard operating procedure. On the exterior we try to comply with what the neighborhood already looks like. That is the goal when we start planning.

Mr. Baird also asked if they primarily rent to students.

Ms. Decker stated that there are a lot of students in the area, however most of the time the parents are involved because we charge a higher rental price and that typically brings parents and kids together on the leases.

Mr. David Eslick, 3311 S. Elmira, on the Landmarks Board is in favor and has seen the work the Decker's have done. They have done a very good of matching the architecture on Walnut Street with the neighborhood. The properties that I have seen them redo have significantly improved the neighborhoods.

Ms. Phyllis Netzer, 845 S. Missouri Avenue, does not want to speak, however has filled out one of the forms.

Ms. Terry Knapp, 931 W. Monroe Terrace, a member on the West Central Neighborhood and would not to see the neighborhood being turned into what developers whatever they want to do. The goal of West Central neighborhood is to make it single family homes and this defeats the purpose.

Mr. Cline stated that he is familiar with the neighborhood and knows about the crime in the neighborhood. He asked if Ms. Knapp was aware of criminal property problems of the new owners.

Ms. Knapp replied that she is not aware of any of criminal property problems but stated that she does not want the neighborhood denser and wants to keep the single family home.

Mr. Baird closed the public hearing.

Mr. Baird stated that he usually drives by the neighborhood and does a cursory look. The cursory drive in the area looked like a great place for this development and is a difficult one after reading the public comments.

Mr. Edwards stated the Neighborhood Associations are the key to keeping what we have in the community. This case is not cut and dry and the applicants do own the property and have the rights to petition this council for the zoning change. The zoning change is not out of line with the neighborhood and I plan to support this case, but hope that the landlords will do right by the neighborhood and I believe it will be an improvement.

Mr. Rose, stated he has no trouble supporting the rezoning the lots of the duplexes, however hesitates on the single family house that is on a single family zoned lot. I ultimately support this rezoning because I believe it will be the best outcome for the neighborhood.

Mr. Cline stated that he does not believe that it about concepts of density however more with the kinds of neighbors that lower income people make and more to do with landlords that are not paying attention. I will support this and Butler Rosenbury is good company and is impressed with the owners that spoke. I am troubled by what appears to a blanket assumption that density, renters, poor people equal problems. This is good rezoning and I am voting yes.

Mr. Doennig stated that the decision on 608 & 614 is easy, bringing properties that are compatible to a zoning by its current use. The single family residence is more of a problem as I feel that we really need to work very hard in Springfield to preserve the existing house stock. When looking at the surrounding neighborhood we have RL-D and R-TH zoning all around, I believe that the developer with respect to the conditional overlay district is reasonable and hope they will be something to the neighborhood that will add value and plan to vote yes.

**COMMISSION ACTION:**

Mr. Edwards motions that we approve Z-39-2015 w/COD #103 (608, 614 & 618 West Mt. Vernon Street). Mr. Rose seconded the motion. The motion **carried** as follows: Ayes: Baird, Edwards, Doennig, Cline, and Rose. Nays: None. Abstain: None. Absent: Ray, Shuler, and Cox



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Bob Hosmer, AICP  
Principal Planner

EXHIBIT B  
LEGAL DESCRIPTIONS  
ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103

608-614 West Mount Vernon:

Beginning at the NorthWest corner of the North one half (N1/2) of the NorthEast Quarter (NE1/4) of the SouthEast Quarter (SE1/4) of Section 23, Township 29, Range 22; thence south twenty (20.0) feet and East 17 poles and 65 ½ feet for a beginning point, thence East 44 feet, thence South 185 feet, thence West 44 feet, thence North 185 feet to the point of beginning.

And

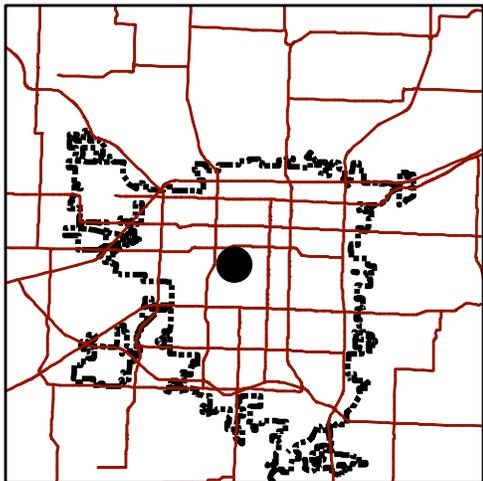
Beginning at a point 294.5 feet east of the SouthEast corner of Grant Avenue and Mount Vernon Street in the City of Springfield, thence east 51.5 feet, thence South 185 feet, thence west 51.5 feet, thence north to the point of beginning, in the City of Springfield, Greene County, Missouri.

618 West Mount Vernon:

Beginning at the NorthWest corner of the North one half (N1/2) of the NorthEast Quarter (NE1/4) of the SouthEast Quarter (SE1/4) of Section 23, Township 29, Range 22; thence south twenty (20.0) feet; thence east twelve (12) rods for a beginning point; thence South eighteen (18) rods; thence east five (5) rods and thirteen (13) feet; thence North eighteen (18) rods; thence west five (5) rods and thirteen (13) feet to the beginning; except the South one hundred and twenty five (125.0) feet all in Springfield, Greene County, Missouri except that part taken, deeded or used for road purposes.

# Development Review Staff Report

Planning & Development - 417/864-1031  
840 Boonville - Springfield, Missouri 65802



## Z-39-2015/Conditional Overlay District No. 103

Location: 608, 614 & 618 W. Mount Vernon Street

Current Zoning: R-SF, Single-Family Residential

Proposed Zoning: R-LD, Low-Density Multi-Family Residential & COD #103

### LOCATION SKETCH



- Area of Proposal



1 inch = 200 feet

DEVELOPMENT REVIEW STAFF REPORT  
ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103

PURPOSE: To rezone approximately 0.81 acres of property generally located at 608, 614 and 618 West Mount Vernon Street from an R-SF, Single-Family Residential District to a R-LD, Low-Density Multi-Family Residential District; and establishing Conditional Overlay District No. 103.

REPORT DATE: December 30, 2015

LOCATION: 608, 614 and 618 West Mount Vernon Street

APPLICANT: Mount Vernon 608, LLC

TRACT SIZE: Approximately 0.81 acres

EXISTING USES: Two existing legal non-conforming duplexes and a single-family residence

PROPOSED USES: Retain existing duplexes and multi-family residential uses

FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan of the Comprehensive Plan identifies this as an appropriate area for Medium or High Density Housing. The requested R-LD, Low-Density Multi-Family Residential zoning is consistent with this recommendation. The Growth Management and Land Use Plan also encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents.
2. Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use Major Goal 4: Develop the community in a sustainable manner. Objective 4a, Increase density in activity centers and transit corridors.
3. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure. The request will change the status of two non-conforming uses and make them conforming. This will provide investment security for improvements on the property.
4. The Major Thoroughfare Plan classifies Mount Vernon Street as a collector roadway which supports the proposed land use.

- The proposed conditional overlay district will lower the residential density similar to the R-TH, Residential Townhouse District. The R-TH District is the least dense zoning district that allows duplexes. The development requirements in the R-LD District are adequate for mitigating any other potential impacts of the proposed development on the adjoining properties.

**RECOMMENDATION:**

Staff recommends **approval** of this request

**SURROUNDING LAND USES:**

AREA	ZONING	LAND USE
North	R-TH & R-MD	Public School and single-family residence uses
East	R-SF	Duplex and single-family residences
South	R-SF	Single-family residences
West	R-SF	Single-family residence

**COMPREHENSIVE PLAN:**

- The Growth Management and Land Use Plan of the Comprehensive Plan designates this area as appropriate for Medium or High Density Housing uses. The plan recommends townhouses and all multi-family apartment buildings in this category, which are located where there is good traffic access, located between low-density housing and non-residential land uses, and at high-amenity locations. The Major Thoroughfare Plan classifies Mount Vernon between Grant and Campbell as a collector roadway which supports the proposed land use. The Growth Management and Land Use Plan also encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents.

**HISTORY:**

- These properties were originally zoned as C-3, Commercial District, prior to the 1995 City-wide reclassification. This district allowed for both commercial and all types of residential uses. The 1995 reclassification rezoned these properties to R-MD, Medium-Density Multi-Family Residential District. In 1998, the West Central Neighborhood Strategic Plan was adopted and identified these properties as appropriate for R-SF zoning. In 1998-99, the City rezoned this area to R-SF. In 2001, the City adopted the Growth Management and Land Use Element of the Comprehensive Plan that identified these properties as appropriate for Medium-to High-Density Housing.

## STAFF COMMENTS:

1. The applicant is proposing to rezone the subject property from an R-SF, Single-Family Residential District to an R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 103. The proposed Conditional Overlay District (Attachment 3) will restrict the residential density to 11 dwelling units per acre or less. The applicant is also proposing to combine the subject properties at 608, 614 and 618 West Mount Vernon Street. The proposed rezoning to R-LD will make the two existing duplexes conforming uses and allow the property at 618 West Mount Vernon to be redeveloped for higher density. The existing structures at 608 and 614 West Mount Vernon St. were converted to duplexes around 1998, but were being used as 4-plexes before then. The applicant also owns the property at 604 West Mount Vernon which was initially a part of this request but has since been removed from consideration.
2. The R-LD District is intended to accommodate multi-family developments at densities up to approximately eighteen (18) units per acre and is intended to have all vehicular access from a collector or higher classified street without traversing minor streets in adjoining residential neighborhoods. The applicant is requesting a conditional overlay district that will restrict the maximum density to eleven (11) dwelling units per acre. The Multi-Family Location and Design Guidelines are not required for multi-family developments at eleven (11) dwelling units per acre or less. The current R-SF, Single-Family Residential District allows for a maximum residential density of 7 du/ac. The proposed conditional overlay district will restrict the residential density to 11 dwelling units per acre which is similar to the R-TH, Residential Townhouse District. This is a difference of 4 du/ac. While both the R-TH and R-LD Districts allow duplexes, the primary difference is that the R-TH District only allows one duplex per lot while the R-LD allows for multiple duplexes or units on a single lot.
3. If the existing duplexes are not rezoned and brought into a conforming status, then in the event that any building or structure is damaged or destroyed, by any means, to the extent of more than seventy-five (75) percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located.
4. A traffic study was not warranted by Public Works Traffic Division since the rezoning from R-SF to R-LD with COD #103 on such small lots will not generate a significant amount of additional traffic. The Major Thoroughfare Plan classifies Mount Vernon Street as a collector roadway which supports the proposed land use.
5. The property to the east, south and west of the subject property is zoned R-SF, Single Family Residential. The normal bufferyard required between R-LD and R-SF zoning would be a landscaped Bufferyard "Type B" at least 15 feet wide. For

each one-hundred (100) linear feet of bufferyard, there must be one (1) canopy tree, one (1) understory tree, one (1) evergreen trees and six (6) shrubs. There are no required structures (i.e. solid fence, wall or hedge) in Bufferyard "B". The subject property qualifies for narrow and shallow lot exemptions because it is less than 200 feet wide and deep, however, the landscaping and structure requirements for the alternative bufferyard are more restrictive. All structures shall remain below a forty-five (45) degree bulk plane as measured from the boundaries of any R-SF district. The property to the north is zoned R-TH and R-MD, therefore no bufferyards are required across Mount Vernon Street.

6. The standard development requirements in the R-LD District are otherwise adequate for mitigating potential impacts of the multi-family uses on the adjoining single-family residential properties. No portion of a multi-family structure shall be higher than forty-five (45) degree bulk plane where the property adjoins an R-SF District. The standard requirements for noise, lighting, odor and signage will be covered by the Zoning Ordinance.
7. The proposed rezoning was reviewed by City departments and comments are attached (Attachment 1).

#### NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting with property owners, residents and any registered neighborhood association within 500 feet of the subject properties on November 18, 2015. A summary of the meeting is attached (Attachment 2).

#### PUBLIC COMMENTS:

The property was posted by the applicant or their representative on December 17, 2015 at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 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. Thirty-one (31) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

#### CITY COUNCIL MEETING:

January 25, 2016

#### STAFF CONTACT PERSON:

Daniel Neal  
Senior Planner  
864-1036

ATTACHMENT 1  
DEPARTMENT COMMENTS  
ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103

BUILDING DEVELOPMENT SERVICES COMMENTS:

1. Building Development Services does not have any issues with R-LD zoning with the COD to reduce the density.

TRAFFIC DIVISION COMMENTS:

1. No traffic issues with the proposed zoning request. The requested rezoning will not generate a significant amount of traffic to trigger a traffic study.

STORMWATER COMMENTS:

1. There are no stormwater issues with rezoning this property. Please note, however, that development (or re-development) of the property will be subject to the following conditions at the time of development.
2. Any increase in impervious area will require the development to meet current detention and water quality requirements. Existing impervious surfaces currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.
3. A payment in lieu of construction of detention facilities is not an option for this site due to existing downstream flooding problems.
4. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or drainage easement.

CLEAN WATER SERVICES COMMENTS:

1. No objections to rezoning

CITY UTILITIES:

1. No objection. CU has all facilities available to provide service.

**ATTACHMENT 2: NEIGHBORHOOD MEETING SUMMARY**

---

1. Request change to zoning from:     **R-SF**     to     **R-LD with COD (11 units per Acre)**      
*(existing zoning)* *(proposed zoning)*
2. Meeting Date & Time:     **November 18, 2015 4:00 - 6:30 pm**
3. Meeting Location:     **618 W Mt Vernon**
4. Number of invitations that were sent:     **190**
5. How was the mailing list generated:     **By City**
6. Number of neighbors in attendance (attach a sign-in sheet):     **11**
7. List the verbal comments and how you plan to address any issues:  
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

**See attached**

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

**See attached**

November 18, 2015

## **Neighborhood Meeting Notes**

### **Rezoning 604, 608, 614, 618 W Mount Vernon**

Below is a summary of concerns expressed:

They do not want renters. They want Homeowners. They said that renters don't take care of the properties and in the past let the property run down and then the druggies and prostitutes move in.

*Our response: We are investing in the area and improving property values in the area and with that investment comes higher rents and a better more affluent renter. Zoning does not address ownership. It merely addresses whether the tract of land can have one dwelling or more than one. A multifamily residential building could have four or five units in it and all could be owned under a condominium ownership.*

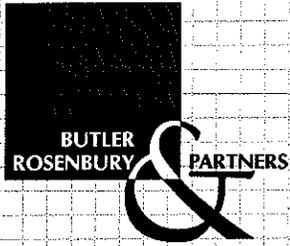
They would prefer that the three existing duplexes be converted to single family homes rather than rezone them to allow multifamily housing which they already are.

*Our Response: These are already legal non conforming uses but if they get damaged by a storm or a fire, they could not be rebuilt as anything other than a single family home without the rezoning. This property was zoned C-3 Commercial prior to 1995 when the new zoning went into effect. However, they were remapped as R-SF incorrectly and should have been zoned multifamily at that time. This corrects that mistake.*

They are opposed to removing the 618 property (which is an older single family property) from the zoning application so that the others could be properly zoned.

*Our Response: We offered to just rezone the three duplexes and they would not consider it. The 618 property is in very poor shape. It is a one bedroom home and the floors sag, the roof leaks and sags and it cannot be renovated to make it a desirable property without spending more money than it is worth. It would never sell or rent in a manner that the investment could be returned.*

**We could not find any common ground on things which would satisfy them except leaving it all RSF and converting the duplexes to single family homes.**



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NEIGHBORHOOD MEETING  
 REZONING - 604 - 618 MT VERNON  
 NOV 18 2015  
 4:00 - 6:30 PM

NAME	ADDRESS	PHONE #
S. David Carr	500 W MT VERNON S.	849-3941
PAT Noff	632 W. MT Vernon	864-5700
Alan Jeff	632 W MT Vernon	
Brandy Roberts	626 W. Mt. Vernon	417-894-7849
Phyllis Aetzer	845 S MISSOURI	866-8776
Kathleen Cowens	741 S Market Ave	865-7427
Tammy Ann Kaye	931 W. Memorial Terrace	865-3158
Rusty Worley	807 W Walnut	569-8866
Caron Parnell	800 W. Walnut	314.825.6498
John Dukewits	941 W LOMBARD	417 766 6818
KARL JASINSKI	626 S. MARKET AVE. 626, 630, 630.	810-922-4556

BRANDON DICKMAN | ROZA HOMES  
 DIXIE VAUGHN

GEOFF BUTLER | BUTLER ROSENBERG



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*Engineering*  
*Planning*  
*Project Management*

YOUR **VISION.** OUR **FOCUS.**

October 28, 2015

To: Nearby Neighbors of the properties at 604, 608, 614 and 618 West Mount Vernon

Re: Proposed Rezoning

Greetings,

I am representing the property owners of the above properties on West Mount Vernon. There are three lots there which they want to rezone from R-SF single family residential to R-LD Residential low density. 608 and 614 Mount Vernon are existing duplex units which are being rehabbed. The property at 618 Mount Vernon will be demolished and a new multi-family building with five units is planned there. 604 Mount Vernon is an existing single family house which will eventually be combined with 608 and 614 when that needs to be redone.

The purpose of this letter is to let you know of the upcoming zoning process and to invite you to a Neighborhood meeting that we are holding on **Wednesday evening November 18<sup>th</sup> between 4:00 PM and 6:30 PM.** The meeting will be held at **618 Mount Vernon.** There will be no formal presentation so you can come by any time during that period and I will be there to answer any questions you might have.

If you do not have time to come by please feel free to call me to discuss your concerns. My contact information is at the bottom of the first page of this letter.

Sincerely,

**BUTLER, ROSENbury & PARTNERS, INC.**

A handwritten signature in red ink, appearing to be "Geoffrey H. Butler", written over a red circular stamp or seal.

Geoffrey H. Butler, AIA  
Architect & Partner

GHB

CC: City of Springfield – Planning and Zoning Commission

Geoffrey H. Butler, AIA  
Architect & Partner  
Direct Line: 417.521.6106  
Mobile: 417.848.6000  
Email: butler@brpae.com

319 North Main, Suite 200  
Springfield, MO 65806  
Phone: 417.865.6100  
Fax: 417.865.6102  
www.brpae.com



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December 4, 2015

To: Nearby Neighbors of the properties at 608, 614 and 618 West Mount Vernon

Re:: Proposed Rezoning

Greetings,

I am representing the property owners of the above properties on West Mount Vernon. There are lots there which they want to rezone from R-SF single family residential to R-LD Residential low density with a Conditional Overlay District limiting the density to 11 units per acre. 608 and 614 Mount Vernon are existing duplex units which are being rehabbed. The property at 618 Mount Vernon will be demolished and a new fourplex multi-family building is planned there. Previously 604 Mount Vernon was a part of this zoning but it has been removed from the application.

The purpose of this letter is to let you know that 604 Mount Vernon was removed from the request and that the zoning public hearing has been tabled until January 7<sup>th</sup>. Also please find the Notice form which was inadvertently omitted from our last letter to the neighborhood. We apologize for any inconvenience this might have caused.

Please feel free to call me any time to discuss your concerns. My contact information is at the bottom of the first page of this letter.

Sincerely,

**BUTLER, ROSENBU & PARTNERS, INC.**

A handwritten signature in red ink, appearing to read "Geoffrey H. Butler", written over a red circular stamp or seal.

Geoffrey H. Butler, AIA  
Architect & Partner

GHB

CC: City of Springfield – Planning and Zoning Commission

Geoffrey H. Butler, AIA  
Architect & Partner  
Direct Line: 417.521.6106  
Mobile: 417.848.6000  
Email: butler@brpae.com

319 North Main, Suite 200  
Springfield, MO 65806  
Phone: 417.865.6100  
Fax: 417.865.6102  
www.brpae.com

ATTACHMENT 3  
CONDITIONAL OVERLAY DISTRICT PROVISIONS  
ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103

The requirements of *Section 36-382.* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district.

1. Use Limitations:

- a. The maximum density for the subject properties are eleven (11) dwelling units per acre.
- b. All subject properties shall be combined into one lot following the Subdivision Regulations if there are any existing non-conformities.

NOTICE

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits, an application for a change in land use or zoning the property will be posted, there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1<sup>st</sup> City Council Public Hearing (185 feet notification from subject property)
5. 2<sup>nd</sup> City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at [zoning@springfieldmo.gov](mailto:zoning@springfieldmo.gov). Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Principal Planner  
City of Springfield Development Review Office  
840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to [zoning@springfieldmo.gov](mailto:zoning@springfieldmo.gov)

DATE:	12-9-2015	Telephone No.	417-689-0341
YOUR NAME:	Phyllis Netzer		
YOUR ADDRESS:	845 S Missouri Ave		
PROJECT ADDRESS:	600 blk of Mount Vernon St.		

COMMENTS: The people of this neighborhood have fought, argued for at least 15 years to have single family zoning as much as possible. There have been multiple RFD and above constructed in the last several years.

~~The~~ WC N has been a blighted neighborhood for several years. Until we, everyone, make efforts for more home ownership and less multi family we will never be able to crawl out of this "Blighted" label. IT is a shame to have these beautiful old homes upgraded in Density.

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611 Phone / 417.864.1882 Fax

So someone, who doesn't live in the neighborhood, can make a few more bucks,

Can you mail another form to me?

NOTICE

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

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Bob Hosmer, AICP Principal Planner  
City of Springfield Development Review Office  
840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to [zoning@springfieldmo.gov](mailto:zoning@springfieldmo.gov)

DATE:	12-21-15	Telephone No.	863-1205
YOUR NAME:	Peggy J. Patrick		
YOUR ADDRESS:	619 West Harrison St, Springfield, MO 65806		
PROJECT ADDRESS:	608, 614, & 618 West Mt. Vernon St.		
COMMENTS:	<p>I believe that the duplexes at 608 &amp; 614 W. Mt. Vernon should remain as R-SF - single family residential.</p> <p>I believe the home at 618 W. Mt. Vernon should be rehabbed and remain as R-SF - single family residential.</p> <p>Peggy J. Patrick</p>		

**NOTICE**

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

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City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

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 840 Boonville Ave, Springfield Missouri 65801

**Comment Card:** mail comments to the address above or email comments to [zoning@springfieldmo.gov](mailto:zoning@springfieldmo.gov)

DATE:	DEC 30 2015	Telephone No.	417-8645700
YOUR NAME:	PATRICIA NEFF & Alan NEFF		
YOUR ADDRESS:	<del>638</del> 632 W. MT Vernon St. Spd, MO 65806		
PROJECT ADDRESS:	608, 614 & 618 W. MT Vernon St. Springfield, MO 65806		
COMMENTS:	We are the property owners of 638, 632, 626 MT Vernon - IN 1995 I spoke before the City Council on the zoning to R-SF. Our Home at 632 was a 3 unit, our property at 626 was a 2 unit the were changed to Single Family we reside at 632 W MT Vernon this has been our dwelling for the past 35 years. We wish to see this neighborhood over come its current reputation I believe leaving the current properties as R-SF is the only hope for this block Please DO NOT Rezone		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611 Phone / 417.864.1882 Fax

*Patricia Neff*  
*Alan Neff*

NOTICE

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits, an application for a change in land use or zoning the property will be posted, there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1<sup>st</sup> City Council Public Hearing (185 feet notification from subject property)
5. 2<sup>nd</sup> City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at [zoning@springfieldmo.gov](mailto:zoning@springfieldmo.gov). Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Principal Planner  
City of Springfield Development Review Office  
840 Boonville Ave, Springfield Missouri 65801

**Comment Card:** mail comments to the address above or email comments to [zoning@springfieldmo.gov](mailto:zoning@springfieldmo.gov)

DATE:	12/30/15	Telephone No.	417-894-7849
YOUR NAME:	Brandy Roberts		
YOUR ADDRESS:	6210 W. Mt. Vernon		
PROJECT ADDRESS:	1018-1014-1008 W. Mt. Vernon		

COMMENTS: I am concerned about the current density of our neighborhood. I am also concerned about the high crime rate in direct correlation to the density. I am not in favor of the rezoning of 1018-1014-1008 W. Mt. Vernon. The duplexes 1014 & 1008 have been constant culprits of rotating crime & violence. 1018 W. Mt. Vernon is a nice livable home that should not be demolished to build a multi-dwelling unit. It's absurd. In the 8 years I have lived next door to 1018 it has never been an issue. ~~about~~ This block doesn't need anymore Density!

**RECEIVED**  
 DEC 18 2015  
 BY: *Ashley Clowers* - 3:50 pm

**ZONING PROTEST PETITION TO THE  
 CITY COUNCIL OF SPRINGFIELD, MISSOURI**

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning Commission Case No. 2-39-2015 Capital, City Council Bill No., \_\_\_\_\_ (if applicable). This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner:	Owner(s) Address:	Property Address (if different):	Owner(s) Signature(s)
Alan Neff	632 West Mt Vernon	626 Mt. Vernon	<i>Alan Neff</i>
<b>PATRICIA NEFF</b>	"	"	<i>Patricia Neff</i>
Alan Neff	"	638 West Mt Vernon	<i>Alan Neff</i>
<b>PATRICIA NEFF</b>	"	"	<i>Patricia Neff</i>
Alan Neff	"	632 W. Mt. Vernon	<i>Alan Neff</i>
<b>PATRICIA NEFF</b>	"	"	<i>Patricia Neff</i>

PLEASE NOTE:

**ALL OWNERS OF RECORD MUST SIGN THE PETITION IN ORDER FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).**

**THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.**

STATE OF MISSOURI  
 COUNTY OF GREENE ss.

On this 2<sup>nd</sup> day of December, 2015, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

*Judy K. White*  
 \_\_\_\_\_  
 Notary Public

(SEAL)

JUDY K. WHITE  
 Notary Public - Notary Seal  
 State of Missouri  
 Commissioned for Greene County  
 My Commission Expires: October 20, 2019  
 Commission Number: 16897552

My Commission Expires: October 20, 2019

**RECEIVED**  
 DEC 30 2015  
 BY: Anita Climer 9:29am

**ZONING PROTEST PETITION TO THE  
 CITY COUNCIL OF SPRINGFIELD, MISSOURI**

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning Commission Case No. Z-39-2015 w/COD #103, City Council Bill No., \_\_\_\_\_ (if applicable). This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner:	Owner(s) Address:	Property Address (if different):	Owner(s) Signature(s)
Peter Hendricks	630 W. Harrison ST		
Carolyn Hendricks	630 W. Harrison ST		

**PLEASE NOTE:**

**ALL OWNERS OF RECORD MUST SIGN THE PETITION IN ORDER FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).**

**THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.**

STATE OF MISSOURI  
 COUNTY OF GREENE ss.

On this 29 day of December, 2015, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

(SEAL)

  
 Notary Public

My Commission Expires: 5-31-2019

SHIRLEY J. ALLEN  
 Notary Public - Notary Seal  
 State of Missouri  
 Commissioned for Polk County  
 My Commission Expires: May 31, 2019  
 Commission Number: 15439482

**ZONING PROTEST PETITION TO THE  
CITY COUNCIL OF SPRINGFIELD, MISSOURI**

**RECEIVED**  
DEC 30 2015  
BY: *Chris Meyer* 2:25pm

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning Commission Case No. Z-39-2015 COD#103 City Council Bill No., \_\_\_\_\_ (if applicable). This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner:	Owner(s) Address:	Property Address (if different):	Owner(s) Signature(s)
<i>Jeffrey DAVID O'Neill</i>	<i>632 S GRANT AVE</i>		<i>Jeffrey D O'Neill</i>

**PLEASE NOTE:**

**ALL OWNERS OF RECORD MUST SIGN THE PETITION IN ORDER FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).**

**THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.**

STATE OF MISSOURI  
COUNTY OF GREENE ss.

On this 22nd day of December, 2015, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

(SEAL)

*Shirley J. Allen*  
Notary Public

My Commission Expires: 5-31-2019

SHIRLEY J. ALLEN  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Polk County  
My Commission Expires: May 31, 2019  
Commission Number: 15439482

**ZONING PROTEST PETITION TO THE  
CITY COUNCIL OF SPRINGFIELD, MISSOURI**

**RECEIVED**  
**DEC 30 2015**  
BY: *Richie* 2:25pm

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning Commission Case No. Z-39-2015 COD#103 City Council Bill No., \_\_\_\_\_ (if applicable). This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner:	Owner(s) Address:	Property Address (if different):	Owner(s) Signature(s)
<i>Peggy J. Patrick</i>	<i>619 W. Harrison St.</i>	<i>—</i>	<i>Peggy J. Patrick</i>

**PLEASE NOTE:**

**ALL OWNERS OF RECORD MUST SIGN THE PETITION IN ORDER FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).**

**THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.**

STATE OF MISSOURI  
COUNTY OF GREENE ss.

On this 17<sup>th</sup> day of December, 2015, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

(SEAL)

*Robin Lynn McDaniel*  
Notary Public

My Commission Expires: November 08, 2019

**ROBIN LYNN McDANIEL**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: November 08, 2019  
Commission Number: 15548377

**ZONING PROTEST PETITION TO THE  
CITY COUNCIL OF SPRINGFIELD, MISSOURI**

**RECEIVED**  
JAN 06 2015  
BY: *Cheri Meyer* 11:19 am

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning Commission Case No. Z-39-2015 COD#103 City Council Bill No., \_\_\_\_\_ (if applicable). This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner:	Owner(s) Address:	Property Address (if different):	Owner(s) Signature(s)
<i>Bailey Grace</i>	<i>427 W Harrison St Springfield, MO 65806</i>		<i>Bailey Grace</i>

**PLEASE NOTE:**

**ALL OWNERS OF RECORD MUST SIGN THE PETITION IN ORDER FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).**

**THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.**

STATE OF MISSOURI  
COUNTY OF GREENE ss.

On this 5<sup>th</sup> day of January, 2016, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

*Marguerite A. Phipps*  
\_\_\_\_\_  
Notary Public

My Commission Expires: Nov 25, 2018

(SEAL)  
MARGUERITE A. PHIPPS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County  
My Commission Expires Nov. 25, 2018  
Commission #14631721

**From:** [Karl Jasinski](#)  
**To:** [Zoning@springfieldmo.gov](mailto:Zoning@springfieldmo.gov)  
**Cc:** [Kathleen Cowens](#)  
**Subject:** Proposed rezoning of 608, 614 and 618 West Mount Vernon  
**Date:** Thursday, January 07, 2016 10:34:15 AM

---

Dear City Zoning staff and Planning Commission,

Regarding the zoning change request by the "new owner/Roza Homes" of the above properties, I truly hope that the city planning depart staff has decided not to recommend a Multi-Family rezone of the three historic "built-as" single family homes, and I truly hope the Planning Commission members hear the voices of the concerned residents regarding this proposal and what the desire for their neighborhood is; for we are the invested ones who live here and will be effected by the rezone request. I have yet to talk to one neighbor that approves of this.

In the past, I've served on a Planning Commission for three years and take a great interest in zoning and planning, I can't see how the above request is consistent with the neighboring properties and I certainly don't agree with additional multi-family units or a rezone at this location. The West Central Neighborhood is a majority of Built-as single family historic homes, many poorly subdivided into non conforming multiple units- most of these properties are now poised for conversion back to single family( and we are seeing this trend happening now on every street ) as a building boom of multi-family units in the downtown area will absorb most of the downtown/West Central neighborhood rental market. I ask the commission to please not reverse a positive trend that is happening now in our lovely neighborhood.

I applaud Roza Homes with for wonderful job they do in restoring and improving properties throughout the city and the improvements they've already made to the above properties.

Thank you for your time, I apologize this letter did not get sent out sooner and I hope it can be submitted in tonight's meeting.

All my best,

Karl Jasinski  
627 South Market Ave.  
Springfield, MO. 65806

**Karl Jasinski**  
DESIGNS  
Branson - Sarasota - Fenton  
810-922-4556

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed: 04-15-16

Sponsored by: Fisk, Ferguson  
Burnett, McClure

First Reading: \_\_\_\_\_  
AMENDED  
COUNCIL BILL NO. 2016 -091

Second Reading: \_\_\_\_\_  
GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 10, Alcoholic Beverages, Section 10-62  
2 Exception for general merchandise stores, restaurants, and exempt  
3 organizations, to increase and expand the area for certain permitted  
4 events; Chapter 78, Offenses and Miscellaneous Provisions, Section 78-4  
5 Possession, sale or consumption of alcoholic beverages in public place, to  
6 add exemptions for certain permitted events; amending Chapter 106,  
7 Traffic and Vehicles, Section 106-50 Use of right-of-way during Artsfest;  
8 and including a sunset provision for December 31, 2016.  
9

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

13  
14 NOTE: Added language is underlined, deleted language is ~~stricken~~.

15  
16 Section 1 – The Springfield City Code, Chapter 10, Alcoholic Beverages, Section  
17 10-62 Exception for general merchandise stores, restaurants, and exempt  
18 organizations, Subsection (c) is hereby amended as follows:

19  
20 Sec. 10-62. Exception for general merchandise stores, restaurants, and exempt  
21 organizations.

22  
23 (c) Upon prior approval of the City Manager, an exempt organization whose  
24 premises are located in the area bounded by Mill Street, Jefferson Avenue,  
25 Pershing Street and Campbell Avenue may obtain a license for malt liquor  
26 containing alcohol not in excess of five percent by weight and light wines  
27 containing not in excess of fourteen percent of alcohol by weight by the drink at  
28 retail for consumption on the premises where sold.

29  
30 (1) The exempt organization shall be limited to offering alcohol for consumption  
31 during no more than 12 hours per day and for no more than 3 days per week.  
32 There shall be no more than ten (10) 5 permitted events per calendar year  
33 for the calendar year 2016. Events where intoxicating liquor is consumed

34 shall be limited to those held by the licensed exempt organization or other  
35 exempt organization that has leased or rented the premises from the  
36 licensee.

37  
38 (2) An exempt organization described in subsection (c) or its designee may  
39 obtain a picnic or caterers license to provide alcohol not in excess of five  
40 percent by weight and light wines containing not in excess of fourteen  
41 percent of alcohol by weight by the drink at retail.

42  
43 a. For purposes of ~~Section 10-62(c)(ii)~~ subsection (c)(2), "premises" shall  
44 be defined as limited to one of the following areas:

45  
46 (i) the boundary of the area defined as the "Downtown Mall" in section  
47 82-61 of the Springfield City Code, except that the west portion of the  
48 mall ~~from along Park Central West from the east right-of-way line of~~  
49 Patton Alley ~~to~~ extending to the east right-of-way line of Campbell  
50 Avenue shall not be closed and is not included as part of the premises  
51 subject to use by the exempt organization or its designee. ("Limited  
52 Downtown Mall");

53  
54 (ii) the boundary of the area defined as the "Downtown Mall" in section  
55 82-61 with the addition of the following right-of-way: extending east from  
56 the west right-of-way line of Jefferson and Park Central East, continuing  
57 along St. Louis Street to the west right-of-way line of Benton Avenue,  
58 and extending west from the east right-of-way line of Campbell Avenue  
59 and Park Central West, continuing along College Street to the east right-  
60 of-way line of Grant Avenue; and the area including the right-of-way  
61 along Jefferson Street from the south right-of-way line of Olive Street to  
62 the north right-of-way line of McDaniel Street; ("Route 66 Festival Area");

63  
64 (iii) the area including the right-of-way along Jefferson Street from the  
65 south right-of-way line of Olive Street to the north right-of-way line of  
66 Park Central East/St. Louis Street;

67  
68 (iv) the area including the right-of-way along Walnut Street from the west  
69 right-of-way line of National Avenue to the east right-of-way line of  
70 Kimbrough Avenue ("Artsfest Area"); and

71  
72 (v) the area including the right-of-way along Commercial Street from the  
73 east right-of-way line of Washington Avenue to the west right-of-way line  
74 of Grant Avenue.

75  
76 b. For purposes of subsection (c)(2), the number of events per year shall  
77 be limited as follows:

79 (i) Limited Downtown Mall Area - no more than six (6) events per year  
80 during the calendar year 2016;

81  
82 (ii) Route 66 Festival Area - no more than one (1) event during the  
83 calendar year 2016;

84  
85 (iii) Area defined in section 10-62(c)(2)a(iii) - no more than one (1) event  
86 during the calendar year 2016; and

87  
88 (iv) Artsfest Area - no more than one (1) event during the calendar year  
89 2016; and

90  
91 (v) Area defined in section 10-62 (c)(2)a(v) – no more than one (1) event  
92 during the calendar year 2016.

93  
94 bc. All other portions of sections 82-61—82-65 shall remain in effect during  
95 the time the Mall is closed ~~under Section 10-62(c)(ii)~~ subsection (c)(2).

96  
97 ed. During the duration of the event, the prohibition on open containers and  
98 public consumption of alcohol as set forth in section 78-4 shall not be in  
99 effect within the premises defined in subsection (a) above, subject to  
100 rules and regulations established by the city manager. Any person found  
101 guilty of violating the rules and regulations for the premises established  
102 by the city manager, on file with the city clerk, ~~for the premises~~ shall be  
103 punished pursuant to City Code Section 1-7 ~~subject to prosecution under~~  
104 ~~section 78-4.~~

105  
106 Section 2 - The Springfield City Code, Chapter 78, Offenses and Miscellaneous  
107 Provisions, Section 78-4 Possession, sale or consumption of alcoholic beverages in  
108 public place, Subsection (c) is hereby amended as follows:

109  
110 Sec. 78-4. - Possession, sale or consumption of alcoholic beverages in public place.

111  
112 (c) Exception for sidewalk cafes, ~~premises,~~ and commercial trolley bikes within the  
113 Downtown Mall, and ~~premises~~ exempted for limited duration pursuant to City  
114 Code Subsection 10-62(c) . The provisions of this section shall not apply to  
115 areas that are licensed as sidewalk cafes pursuant to section 58-54 or areas  
116 that are approved for alcohol sales and consumption pursuant to subsection 10-  
117 62(c) or the passenger area of commercial trolley bikes licensed as required by  
118 section 106-612. The exception for commercial trolley bikes applies only while a  
119 passenger is in or on the trolley bike. No person shall remove an open  
120 container of any alcoholic beverage from a commercial trolley bike and  
121 transport, carry, possess or have it on a public way or city parking lot. No  
122 person shall remove an open container of any alcoholic beverage from a  
123 commercial or retail establishment and carry, possess or have it on a public  
124 way or city parking lot while on a commercial trolley bike tour.

125  
126 Section 3 - The Springfield City Code, Chapter 106, Traffic and Vehicles, Section  
127 106-50 Use of right-of-way during Artsfest, Subsection (a) is hereby amended as  
128 follows:

129  
130 Sec. 106-50. - Use of city right-of-way during Artsfest.

131  
132 (a) Authority to issue permits. In order to protect the public health, safety and  
133 welfare, to promote the economy of the city, and to provide an orderly  
134 process for the use of limited city right-of-way, the city council hereby  
135 delegates to the Springfield Regional Arts Council the right to license all  
136 persons using city rights-of-way during the annual Artsfest within those areas  
137 described in Section 106-49. This delegation of authority shall not extend to  
138 the licensing for sale of any alcoholic beverages which may be authorized by  
139 Section 10-62(c).

140  
141 Section 4 – This ordinance shall be in full force and effect from and after  
142 passage and shall expire and cease to be in effect at midnight on December 31, 2016.  
143 This ordinance may only be revived after that date by passage of a new ordinance  
144 setting forth that the provisions of this ordinance are readopted for the time period set  
145 forth therein.

146  
147 Passed at meeting: \_\_\_\_\_

148  
149 \_\_\_\_\_  
150 Mayor

151  
152  
153 Attest: \_\_\_\_\_, City Clerk

154  
155  
156 Filed as Ordinance: \_\_\_\_\_

157  
158  
159 Approved as to form: Marianne Henderson Banks, City Attorney

160  
161  
162 Approved for Council action: [Signature], City Manager

One-rdg. \_\_\_\_\_  
P.Hrngs. \_\_\_\_\_  
Pgs. \_\_\_\_\_  
Filed: 04-26-16

**SUPPLEMENTAL EXPLANATION TO COUNCIL BILL NO. 2016-091**

ORIGINATING DEPARTMENT: Law

Council Bill 2016-034 was amended during the Council Meeting held April, 18, 2016, to reflect the addition of Commercial Street as an allowable premises and to increase the number of total events from nine (9) to ten (10).

Submitted by:

  
\_\_\_\_\_  
Marianne Banks  
Interim City Attorney

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager

One-rdg.  X   
P. Hrngs. \_\_\_\_\_  
Pgs.  5   
Filed:  04-26-16

Sponsored by:  Hosmer

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.  2016- 092

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 APPROVING the plans and specifications for the Central Street/Pythian Street  
2 Phase 1 Corridor Improvements Project, Plan No. 2015PW0076WT,  
3 accepting the bid of Hartman and Company, Inc. for that project; and  
4 authorizing the City Manager, or his designee, to enter into a contract  
5 with such bidder; and declaring an emergency.  
6  
7

8 WHEREAS, Hartman and Company, Inc. is the lowest responsive and  
9 responsible bidder for the Central Street/Pythian Street Phase 1 Corridor Improvements  
10 Project, Plan No. 2015PW0076WT, see "Exhibit A;" and  
11

12 WHEREAS, this project connects Central Street to Pythian Street with a new  
13 roundabout at Sherman Avenue; and  
14

15 WHEREAS, these improvements encourage all forms of transportation by  
16 incorporating a street design to provide a system for vehicles, bikes, and pedestrians.  
17

18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
19 SPRINGFIELD, MISSOURI, as follows, that:  
20

21 Section 1 – The City Council hereby approves the plans and specifications of the  
22 Central Street/Pythian Street Phase 1 Corridor Improvements Project, Plan No.  
23 2015PW0076WT, and accepts the bid of Hartman and Company, Inc. for that project at  
24 the price and sum set forth in said bid, except as said sum may be lawfully increased or  
25 decreased by the actual quantities of work units involved. The City Manager, or his  
26 designee, is hereby authorized to enter into a contract with said bidder for such work in  
27 accordance with the terms of the bid, the plans, and the specifications.  
28

29 Section 2 – The City Council hereby finds and declares that an emergency exists  
30 in that this ordinance relates to the preservation of the public health, safety, and morals  
31 pursuant to Section 2.12(1) of the City Charter in that this project must be completed  
32 while school is out of session to minimize the impact on traffic which directly affects

33 driver, pedestrian, and cyclist safety. Therefore, this ordinance shall be in full force and  
34 effect from and after passage.

35  
36 Passed at meeting: \_\_\_\_\_

37  
38  
39 \_\_\_\_\_  
40 Mayor

41  
42 Attest: \_\_\_\_\_, City Clerk

43  
44 Filed as Ordinance: \_\_\_\_\_

45  
46  
47 Approved as to form: Amanda R. Callan, Assistant City Attorney

48  
49 Approved for Council action: Greg Burns, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 092**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Central Street/Pythian Street Phase 1 Corridor Improvements Project, Plan No. 2015PW0076WT; accepting the bid of Hartman and Company, Inc., for that project, and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The project connects Central Street to Pythian Street with a new roundabout at Sherman Avenue as shown on the "Exhibit A," project location map. These improvements incorporate a complete street design to provide a system for vehicles, bikes, and pedestrians, to encourage all forms of transportation.

Bids were solicited for this project by advertising in the *Daily Events* from March 19, 2016 through March 23, 2016. Bids were opened on April 12, 2016, at 10:00 AM, with the following bids received:

<u>CONTRACTOR</u>	<u>AMOUNT</u>
Hartman and Company, Inc.	\$2,233,490.00
D&E Plumbing & Heating, Inc.	\$2,359,964.00
Engineer Estimate	\$2,719,716.80

Utility improvements included in the project are estimated at \$429,376.40 and will be reimbursed by City Utilities. This will reduce the net project cost excluding utilities to \$1,804,113.60 based on the low bid.

The low bid, if accepted, will be partially funded by OTC (\$253,829.30) through a Cost Share Agreement that was previously approved and budgeted by City Council (Council bill No. 2016-17). The remaining portion (\$1,550,284.30) will be funded by the City from budgeted reimbursement funds previously received from the Missouri Department of Transportation (MoDOT) for the City's advanced funding of the National Avenue and James River Freeway Interchange Improvements completed in 2010.

This Council Bill qualifies as an emergency as it relates to the preservation of the public health, safety, and morals pursuant to Section 2.12(1) of the City Charter in that this that this project must be completed while school is out of session to minimize the impact on traffic which directly affects driver, pedestrian, and cyclist safety. Therefore, this ordinance shall be one reading.

Supports the following Field Guide 2030 goal(s): Chapter 12, Transportation; Major Goal 4, Multi-Modal, Interconnected System The City of Springfield should work within the region to develop, implement and maintain a multi-modal transportation system that

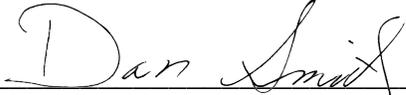
supports jobs, housing education, accessibility, recreation, clean air, water conservation, and sustainability; Objective 4c, To enhance walkability and bikeability, specific attention and support should be given to the current "Link" initiative within the City of Springfield to redevelop our existing streets toward a more friendly and safer environment for alternative and green modes of transportation; and Major Goal 5, Quality of Life and Livability The City of Springfield should work to improve quality of life and livability by enhancing effectiveness and aesthetics and improving the connectivity and accessibility of the street, pedestrian, bicycle, and light rail/monorail networks, promoting urban density and efficient development patterns, and increasing the efficiency and convenience of the existing public transit system; Objective 5d, Consider traffic calming, decibel limits, and enhancing public space aesthetics in Pedestrian Districts as tools to increase quality of life, safety, and access.

REMARKS: Public Works recommends acceptance of the bid of Hartman & Company, Inc. as the lowest responsible bid and passage of this ordinance.

Submitted by:

  
Kirk Juranas, Assistant Director of Public Works

Recommended by:

  
Dan Smith, Director of Public Works

Approved by:

  
Greg Burris, City Manager



Central St / Pythian Street Phase 1 Corridor Improvements

**Exhibit A**



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

One-rdg. \_\_\_\_\_  
P. Hrngs.     X      
Pgs.     14      
Filed:     04-26-16    

Sponsored by:     McClure    

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016 - 093  

GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, Zoning Maps, by  
2 rezoning approximately 0.45 acres of property, generally located at 6323  
3 and 6327 South Creeksedge Court, from a Planned Development 209 to a  
4 R-SF, Residential Single-family District; and adopting an updated Official  
5 Zoning Map. (Staff and Planning and Zoning Commission recommend  
6 approval.)  
7 \_\_\_\_\_  
8

9 WHEREAS, an application has been filed for a zoning change of the property  
10 described on "Exhibit A," of this Ordinance, generally located at 6323 and 6327 South  
11 Creeksedge Court, from a Planned Development 209, to a R-SF, Residential Single-  
12 family District; and  
13

14 WHEREAS, following proper notice, a public hearing was held before the  
15 Planning and Zoning Commission, a copy of the Record of Proceedings from said public  
16 hearing being attached hereto as "Exhibit B," and said Commission made its  
17 recommendation; and  
18

19 WHEREAS, proper notice was given of a public hearing before the City Council  
20 and that said hearing was held in accordance with the law.  
21

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

25 Section 1 - The property described on "Exhibit A" of this Ordinance be, and the  
26 same hereby is, rezoned from Planned Development District 209, or such zoning district  
27 as is designated on the Official Zoning Map adopted by the City Council, to a R-SF,  
28 Residential Single-family District; and the Springfield Land Development Code, Section  
29 36-306 thereof, Zoning Maps, is hereby amended, changed and modified accordingly.  
30

31 Section 2 – The City Council hereby directs the City Manager, or his designee, to  
32 update the City's digital zoning map to reflect this rezoning, and City Council adopts the  
33 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided

34 for in the Springfield Land Development Code, Section 36-306, Official Zoning Map and  
35 Rules of Interpretation.

36  
37 Section 3 – The Official Zoning Map herein adopted shall be maintained and  
38 archived in the same digital form in which this Council has approved its adoption.

39  
40 Section 4 - This ordinance shall be in full force and effect from and after passage.

41  
42 Passed at meeting: \_\_\_\_\_

43  
44  
45 \_\_\_\_\_  
46 Mayor

47  
48 Attest: \_\_\_\_\_, City Clerk

49  
50 Filed as Ordinance: \_\_\_\_\_

51  
52 Approved as to form: Richard T. Weder, Assistant City Attorney

53  
54 Approved for Council action: Greg Burt, City Manager  
55  
56

**EXPLANATION TO COUNCIL BILL NO: 2016- 093**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To rezone approximately 0.45 acres of property generally located at 6323 & 6327 South Creeksedge Court from a Planned Development 209 to a R-SF, Residential Single-family District. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-3-2016

The applicant is proposing to rezone the subject property from a Planned Development 209 to a R-SF, Residential Single-family District.

The Growth Management and Land Use Plan Element of the Comprehensive Plan identifies this area as appropriate for Low-Density Housing. The proposed R-SF, Residential Single-family District, is an appropriate zoning district for this land use category.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

**FINDINGS FOR STAFF RECOMMENDATION:**

1. The Growth Management and Land Use Plan Element of the Comprehensive Plan identifies this area as appropriate for Low-Density Housing. The proposed R-SF, Residential Single-family District is an appropriate zoning district for this land use category.
2. Approval of this application will allow for the development of single-family detached dwellings. This use is compatible with the existing patio court homes and townhomes.

**REMARKS:**

The Planning and Zoning Commission held a public hearing on, April 14, 2016, and recommended approval, by a vote of 7 to 0, of the proposed zoning on the tract of land described on the attached sheet (see "Exhibit B," Record of Proceedings).

The Planning and Development staff recommends the application be approved (see "Exhibit C," Development Review Staff Report).

Submitted by:

Michael Sparlin  
Michael Sparlin, Senior Planner

Recommended by:

Mary Lilly Smith  
Mary Lilly Smith, Director

Approved by:

Greg Burris  
Greg Burris, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

**Exhibit A**

LEGAL DESCRIPTION  
ZONING CASE Z-3-2016

ALL OF LOTS 10 & 11 OF SECOND AMENDED FINAL PLAT FOR ST. ANDREWS  
CLUB AT MILLWOOD TOWNHOMES

**Exhibit B**

**RECORD OF PROCEEDINGS  
Planning and Zoning Commission April 14, 2016**

Z-3-2016

6323 South Creeksedge Court

**Applicant:** Dogwood Ventures, LLC

Mr. Hosmer states that this a request to rezone approximately 0.45 acres of property generally located at 6323 & 6327 South Creeksedge Court from a Planned Development 209 to a R-SF, Residential Single-family District. The Growth Management and Land Use Plan Element of the Comprehensive Plan identifies this area as appropriate for Low-Density Housing. The proposed R-SF district is an appropriate zoning district for this land use category. The current Planned Development only allows semi-detached and attached dwellings, such as patio court homes or townhouses. The applicant proposes to develop single-family detached dwellings on the two (2) undeveloped lots. City Council approved Planned Development 318 in April 2007 rezoning property in this area to allow for development of single-family detached homes. This PD is across the street to the east.

Approval of this application will allow for the development of single-family detached dwellings. This use is compatible with the existing patio court homes and townhomes. Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Peggy Resz, 1612 E. Powell representing the applicant and just changing from patio homes and townhouses to single family homes.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Mr. Cline motions that we approve Z-3-2016 (6323 South Creeksedge Court). Mr. Baird seconded the motion. The motion **carried** as follows: Ayes: Doennig, Baird, Shuler, Cline, Rose, Edwards, and Cox. Nays: None. Abstain: None. Absent: Ray



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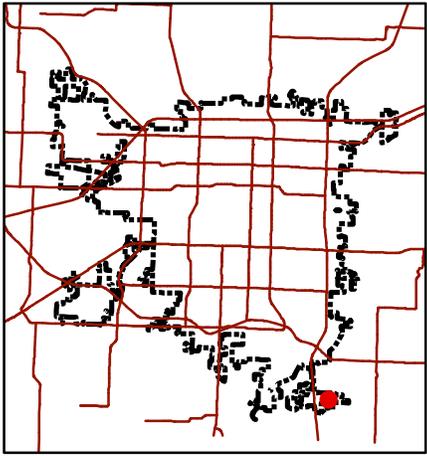
Bob Hosmer, AICP  
Principal Planner

# Development Review Staff Report

Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802

**Z-3-2016**

LOCATION: 6323 & 6327 South Creeksedge Court  
CURRENT ZONING: Planned Development 209  
PROPOSED ZONING: R-SF, Residential Single-Family



LOCATION SKETCH



 - Area of Proposal



1 inch = 175 feet

DEVELOPMENT REVIEW STAFF REPORT  
ZONING CASE Z-3-2016

PURPOSE: To rezone approximately 0.45 acres of property generally located at 6323 & 6327 South Creeksedge Court from a Planned Development 209 to a R-SF, Residential Single-family District

REPORT DATE: March 17, 2016

LOCATION: 6323 & 6327 South Creeksedge Court

APPLICANT: Dogwood Ventures, LLC

TRACT SIZE: Approximately 0.45 acres

EXISTING USE: Undeveloped land

PROPOSED USE: Single-family detached dwellings

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as appropriate for Low-Density Housing. The proposed R-SF district is an appropriate zoning district for this land use category.
2. Approval of this application will allow for the development of single-family detached dwellings. This use is compatible with the existing patio court homes and townhomes.

RECOMMENDATION:

Staff recommends approval of this request.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	PD 209	Patio homes
East	PD 318	Undeveloped land
South	PD 209	Patio homes
West	County PAD 1033	Golf Course

## HISTORY:

Planned Development 209 was approved by City Council in June 1997. The planned development permitted semidetached dwellings and attached dwellings, such as patio homes and townhouses. City Council approved Planned Development 318 in April 2007 to rezone property in this area to allow for development of single-family detached homes.

## COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as appropriate for Low-Density Housing. The proposed R-SF district is an appropriate zoning district for this land use category.

## STAFF COMMENTS:

1. The applicant is requesting to rezone the subject property from a Planned Development 209 to a R-SF, Residential Single-family District. The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as appropriate for Low-Density Housing. The proposed R-SF district is an appropriate zoning district for this land use category.
2. The current Planned Development only allows semi-detached and attached dwellings, such as patio court homes or townhouses. The applicant proposes to develop single-family detached dwellings on the two (2) undeveloped lots. The proposed R-SF district is compatible with the existing dwellings and will facilitate the development of two (2) undeveloped lots.
3. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

## NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on March 10, 2016 regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

## PUBLIC COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 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. Seventeen (17) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

CITY COUNCIL MEETING:

May 2, 2016

STAFF CONTACT PERSON:

Michael Sparlin  
Senior Planner  
864-1091

ATTACHMENT 1  
DEPARTMENT COMMENTS  
ZONING CASE Z-3-2016

BUILDING DEVELOPMENT SERVICES COMMENTS:

No BDS issues with rezoning to R-SF.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

The Transportation Plan classifies Creeksedge Court as a Private Street. This is not a City- maintained street. The City of Springfield has no jurisdiction over a private street.

Public Works Traffic Division	Response
Street classification	Private
On-street parking along streets	n/a
Trip generations existing use	n/a
Trip generations proposed use	n/a
Existing street right of way widths	n/a
Standard right of way widths	n/a
Traffic study submitted	n/a
Proposed street improvements	n/a

FIRE DEPARTMENT COMMENTS:

No issues with fire department.

STORMWATER COMMENTS:

The property is located in the Hunt Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of any flooding problems in the area. Regional detention and water quality have been constructed for full development of these properties. Since the project will not be disturbing more than one (1) acre, a land disturbance permit is not required. There is an existing drainage ditch available for this development to discharge into. There are no known sinkholes on the properties.

Public Works Stormwater Division	Response
Drainage Basin	Hunt Branch
Is property located in Floodplain	No
Is property located on a sinkhole	No known sinkholes
Is stormwater buyout an option	No, Regional Detention & Water Quality Exist

CLEAN WATER SERVICES COMMENTS:

No objections to rezoning. Property is served by public sewer.

CITY UTILITIES:

Rezoning will have no impact on City Utilities ability to provide service.

**AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY**

1. Request change to zoning from: PD 209 to R-SF  
*(existing zoning)* *(proposed zoning)*
2. Meeting Date & Time: 3-10-16 4-6:30
3. Meeting Location: MILLWOOD COUNTRY CLUB
4. Number of invitations that were sent: 54
5. How was the mailing list generated: CITY PROVIDED
6. Number of neighbors in attendance (attach a sign-in sheet): 2

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.)

JUST WONDERED WHAT WE WERE DOING.

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

—

I, ERIN CHERNESKY (*print name*), attest that the neighborhood meeting was held on 3-10-16 (*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."

Erin Chernesky  
*Signature of person completing affidavit*

ERIN CHERNESKY  
*Printed name of person completing affidavit*

Neighborhood Meeting

Sign in

Dennis Della



JEFF RICE

One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   15    
Filed:   04-26-16  

Sponsored by:   Fulnecky  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016 - 094  

GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, Zoning Maps, by  
2 rezoning approximately 3.74 acres of property, generally located at 3026-  
3 3156 North Oakland Avenue, from an R-LD, Low-Density Multi-Family  
4 Residential District to an R-SF, Single-Family Residential District; and  
5 adopting an updated Official Zoning Map. (Staff and Planning and Zoning  
6 Commission recommend approval.)  
7 \_\_\_\_\_  
8

9 WHEREAS, an application has been filed for a zoning change of the property  
10 described on "Exhibit B" of this Ordinance, generally located at 3026-3156 North  
11 Oakland Avenue, from an R-LD, Low-Density Multi-Family Residential District to an R-  
12 SF, Single-Family Residential District; and  
13

14 WHEREAS, following proper notice, a public hearing was held before the  
15 Planning and Zoning Commission, a copy of the Record of Proceedings from said public  
16 hearing being attached hereto as "Exhibit A" and said Commission made its  
17 recommendation; and  
18

19 WHEREAS, proper notice was given of a public hearing before the City Council  
20 and that said hearing was held in accordance with the law.  
21

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

25 Section 1 - The property described on "Exhibit B" of this Ordinance be, and the  
26 same hereby is, rezoned from an R-LD, Low-Density Multi-Family Residential District to  
27 a R-SF, Single-Family Residential District; and the Springfield Land Development Code,  
28 Section 36-306 thereof, Zoning Maps, is hereby amended, changed and modified  
29 accordingly.  
30

31 Section 2 – The City Council hereby directs the City Manager, or his designee, to  
32 update the City's digital zoning map to reflect this rezoning, and City Council adopts the  
33 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided

34 for in the Springfield Land Development Code, Section 36-306, Official Zoning Map and  
35 Rules of Interpretation.

36  
37 Section 3 – The Official Zoning Map herein adopted shall be maintained and  
38 archived in the same digital form in which this Council has approved its adoption.

39  
40 Section 4 - This ordinance shall be in full force and effect from and after passage.

41  
42 Passed at meeting: \_\_\_\_\_

43  
44  
45 \_\_\_\_\_  
46 Mayor

47  
48 Attest: \_\_\_\_\_, City Clerk

49  
50 Filed as Ordinance: \_\_\_\_\_

51  
52  
53 Approved as to form: \_\_\_\_\_, Assistant City Attorney

54  
55  
56 Approved for Council action: \_\_\_\_\_, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 094**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To rezone approximately 3.74 acres of property generally located at 3026-3156 North Oakland Avenue from an R-LD, Low-Density Multi-Family Residential District to an R-SF, Single-Family Residential District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-5-2016

The applicant is proposing to rezone the subject property from an R-LD, Low-Density Multi-Family Residential District to an R-SF, Single-Family Residential District. The intent of this application is to allow for 16 single-family lots within the existing subdivision.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for medium- or high-density housing. Townhouses and all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses and at high-amenity locations such as the greenways or parkways. Staff supports this request because the proposed lots are within a primarily single-family residential subdivision.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

**FINDINGS FOR STAFF RECOMMENDATION:**

1. The Growth Management and Land Use Plan element identifies this as an appropriate area for medium- or high-density housing; however, the proposed lots are within a primarily single-family residential subdivision of Spring Meadow Estates. The proposed lots are the only lots in the Spring Meadows Subdivision that are not zoned R-SF, Single-Family Residential District.
2. The request is consistent with the adjacent R-SF, Single-Family Residential District uses and zoning to the west along Oakland Avenue and in the Spring Meadows Subdivision. The Transportation Plan classifies Oakland Avenue as a local street which supports the proposed land use.

3. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

REMARKS:

The Planning and Zoning Commission held a public hearing on April 14, 2016, and recommended approval, by a vote of 7 to 0, of the proposed zoning on the tract of land described on the attached sheet (see the attached "Exhibit A," Record of Proceedings).

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

Submitted by:



Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

- Exhibit A, Record of Proceedings
- Exhibit B, Legal Description
- Exhibit C, Development Review Staff Report

ATTACHMENTS:

- Attachment 1: Department Comments
- Attachment 2: Neighborhood Meeting Summary

**Exhibit A**

**RECORD OF PROCEEDINGS  
Planning and Zoning Commission April 14, 2016**

Z--5-2016

3026-3156 North Oakland Avenue

**Applicant:** Spring Meadow Estates, LTD

Mr. Hosmer states that this is a request to rezone approximately 3.74 acres of property generally located at 3026-3156 North Oakland Avenue from a R-LD, Low-Density Multi-Family Residential District to a R-SF, Single-Family Residential District. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for medium- or high-density housing. Townhouses and all various forms of apartment buildings are included in this category. The request is consistent with the adjacent R-SF zoning to the west along Oakland Avenue and in the Spring Meadows Subdivision. The Transportation Plan classifies Oakland Avenue as a local street which supports the proposed land use. The proposed properties will need to be re-platted to comply with the R-SF, Single-Family Residential District bulk area and height requirements. Staff recommends approval.

Ms. Cox asked about the buffer and what is currently there and if there is any retroactive buffer required and asked what was Lowe's previous buffer requirement was when it was constructed.

Mr. Hosmer stated that the buffer yard would be on the general retail side and if the site was redeveloped then they would have to meet the requirements.

Mr. Baird asked if the buffer yard would take effect only if Lowe's would redevelop their site.

Mr. Hosmer stated yes, only if Lowe's redevelop their site and the landscaping would be on Lowe's property. Lowe's original requirement did not require landscaping, possibly due to an drainage easement.

Mr. Doennig opened the public hearing.

Mr. James Wehr, 1680 H. South Bradford Parkway is the developer of this subdivision and it was acquired in 2007 and would like to see it changed to single family residential because they are not selling as multi-family units. He stated that he had a commitment from someone to buy if they are changed to single family residential.

Mr. Baird asked if this subdivision was developed prior to Lowe's.

Mr. Wehr stated that Lowe's was already there.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Ms. Cox motions that we approve Z-5-2016 (3026-3156 North Oakland Avenue). Mr. Edwards seconded the motion. The motion **carried** as follows: Ayes: Doennig , Baird, Shuler, Cline, Rose, Edwards, and Cox. Nays: None. Abstain: None. Absent: Ray



---

Bob Hosmer, AICP  
Principal Planner

**Exhibit B**

LEGAL DESCRIPTION  
ZONING CASE Z-5-2016

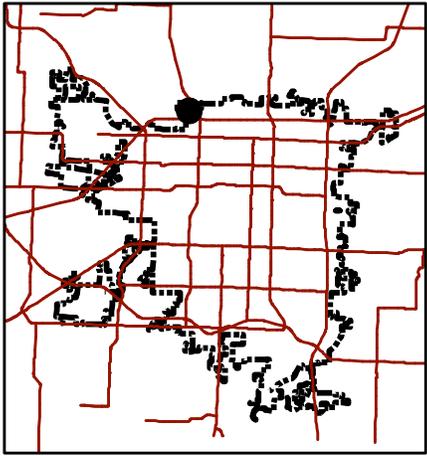
A TRACT OF LAND, SITUATED IN LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING ALL OF LOTS 97 THRU 122 OF SPRING MEADOW ESTATES PHASE ONE, A SUBDIVISION RECORDED IN PLAT BOOK ZZ PAGE 236, GREENE COUNTY RECORDER'S OFFICE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 97; THENCE NORTH 89°44'56" WEST A DISTANCE OF 173.05 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A DELTA OF 33°37'44", AN ARC LENGTH OF 88.04 FEET, AND A CHORD WHICH BEARS NORTH 17°03'56" EAST HAVING A CHORD DISTANCE OF 86.78 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A DELTA OF 31°19'44", AN ARC LENGTH OF 109.36 FEET, AND A CHORD WHICH BEARS NORTH 18°12'56" EAST HAVING A CHORD DISTANCE OF 108.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°33'03" EAST A DISTANCE OF 757.32 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A DELTA OF 18°27'19", AN ARC LENGTH OF 64.42 FEET, AND A CHORD WHICH BEARS NORTH 06°40'36" WEST HAVING A CHORD DISTANCE OF 64.14 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A DELTA OF 18°27'19", AN ARC LENGTH OF 48.32 FEET, AND A CHORD WHICH BEARS NORTH 06°40'36" WEST HAVING A CHORD DISTANCE OF 48.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°33'03" EAST A DISTANCE OF 213.29 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A DELTA OF 89°19'19", AN ARC LENGTH OF 23.38 FEET, AND A CHORD WHICH BEARS NORTH 47°12'43" EAST HAVING A CHORD DISTANCE OF 21.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°07'38" EAST A DISTANCE OF 110.31 FEET TO A POINT FOR CORNER; THENCE SOUTH 02°27'02" WEST A DISTANCE OF 202.52 FEET TO A POINT FOR CORNER; THENCE SOUTH 87°51'12" EAST A DISTANCE OF 14.52 FEET TO A POINT FOR CORNER; THENCE SOUTH 02°33'03" WEST A DISTANCE OF 1,076.36 FEET TO THE POINT OF BEGINNING, AND CONTAINING 3.74 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

# Development Review Staff Report

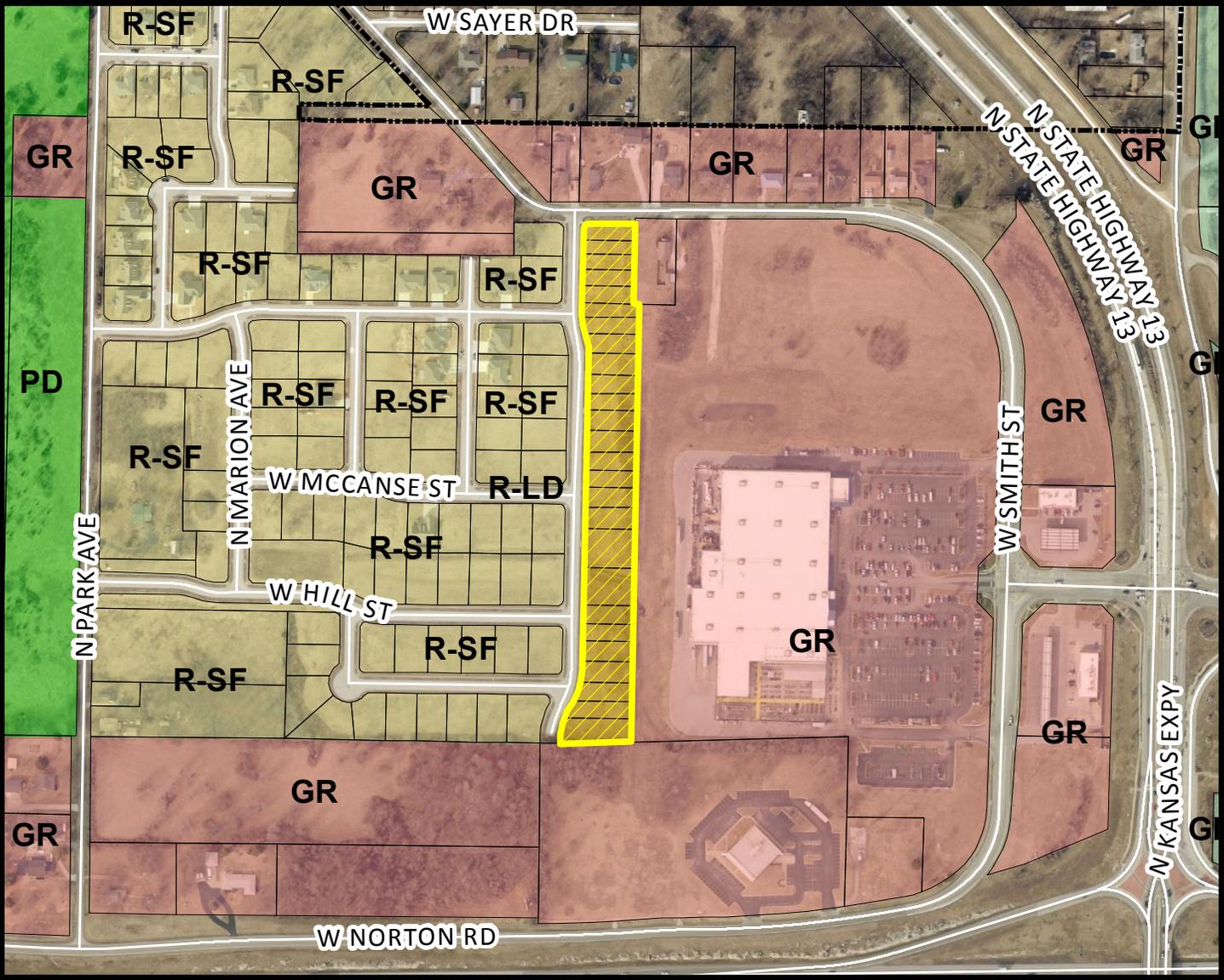
Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802

## Zoning Case Z-5-2016

LOCATION: 3026-3156 N. Oakland Avenue  
CURRENT ZONING: R-LD, Low-Density Multi-Family District  
PROPOSED ZONING: R-SF, Single-Family Residential District



### LOCATION SKETCH



 - Area of Proposal



1 inch = 400 feet

DEVELOPMENT REVIEW STAFF REPORT  
ZONING CASE Z-5-2016

PURPOSE: To rezone approximately 3.74 acres of property generally located at 3026-3156 North Oakland Avenue from a R-LD, Low-Density Multi-Family Residential District to an R-SF, Single-Family Residential District.

REPORT DATE: March 18, 2016

LOCATION: 3026-3156 N. Oakland Ave.

APPLICANT: Spring Meadow Estates, LTD

TRACT SIZE: Approximately 3.74 acres

EXISTING USE: Vacant/undeveloped land

PROPOSED USE: Single-family residential uses

FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan of the Comprehensive Plan identifies this as an appropriate area for medium- or high-density housing; however, the proposed lots are within a primarily single-family residential subdivision of Spring Meadow Estates. The proposed lots are the only lots in the Spring Meadows Subdivision that are not zoned R-SF, Single-Family Residential District.
2. The request is consistent with the adjacent R-SF uses and zoning to the west along Oakland Avenue and in the Spring Meadows Subdivision. The Transportation Plan classifies Oakland Avenue as a local street which supports the proposed land use.
3. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

RECOMMENDATION:

Staff recommends **approval** of this request.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	GR	Single-family residential uses
East	GR	Home improvement store uses
South	GR	Office building/undeveloped land
West	R-SF	Single-family residential uses

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for medium- or high-density housing. Townhouses and all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses and at high-amenity locations such as the greenways or parkways. These properties are also located near the Interstate 44 and Kansas Expressway area which is identified as a Community Activity Center.

The Growth Management and Land Use Plan of the Comprehensive Plan identifies this as an appropriate area for medium- or high-density housing; however, the proposed lots are within a primarily single-family residential subdivision of Spring Meadow Estates. The proposed lots are the only lots in the Spring Meadows Subdivision that are not zoned R-SF, Single-Family Residential District.

STAFF COMMENTS:

1. The applicant is proposing to rezone the subject property from a R-LD, Low-Density Multi-Family Residential District to a R-SF, Single-Family Residential District. The intent of this application is to allow for 16 single-family lots within the existing subdivision. Staff supports this request because it is consistent with the adjacent R-SF uses and zoning to the west along Oakland Avenue and in the Spring Meadows Subdivision.
2. A traffic study was not warranted by Public Works Traffic Division since the rezoning from R-LD to the R-SF zoning district will generate less traffic between uses. The Transportation Plan classifies Oakland Avenue as a local residential street which supports the proposed land use.
3. The proposed properties will need to be re-platted to comply with the R-SF, Single-Family Residential District bulk, area and height requirements.
4. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting with property owners and residents within 500 feet of the subject properties on March 9, 2016. There are no registered neighborhood associations in the area. A summary of the meeting is attached (Attachment 2).

PUBLIC COMMENTS:

The property was posted by the applicant or their representative on March 18, 2016 at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 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. Twenty-four (24) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

CITY COUNCIL MEETING:

May 2, 2016

STAFF CONTACT PERSON:

Daniel Neal  
Senior Planner  
864-1036

ATTACHMENT 1  
DEPARTMENT COMMENTS  
ZONING CASE Z-5-2016

**BUILDING DEVELOPMENT SERVICES COMMENTS:**

No issues with R-SF. However, some of the lots may be too small to support R-SF uses.

**CITY UTILITIES:**

City Utilities has no objection to the requested rezoning. Keep in mind that if the lots are re-platted, utility adjustments will be necessary. These adjustments will be at the developer's expense. Please, provide a proposed re-plat layout and CU will prepare cost estimates.

**CLEAN WATER SERVICES COMMENTS:**

No objections to rezoning. Each lot currently has access to sewer.

**PUBLIC WORKS TRAFFIC DIVISION COMMENTS:**

The Transportation Plan classifies Oakland Avenue as a Local Residential roadway. The standard right of way width for Oakland Avenue is 50 feet. This is a City maintained street. Current traffic data on Oakland Avenue is not available as traffic counts are not performed routinely on streets classified as a local. There are no driveway access points along Oakland Avenue. There is a sidewalk along the west side of Oakland Avenue. The existing infrastructure meets current city standards. On-street parking is allowed along the adjacent streets. There is no greenway trail in the area. There are no bus stops along Oakland Avenue. There are no proposed improvements along Oakland Avenue.

Public Works Traffic Division	Response
Street classification	Local Residential
On-street parking along streets	Yes
Trip generations existing use	120 daily trips/9 in the am peak/11 in the pm peak
Trip generations proposed use	48 daily trips/4 in the am peak/5 in the pm peak
Existing street right of way widths	50 feet
Standard right of way widths	50 feet
Traffic study submitted	N/A
Proposed street improvements	N/A

**STORMWATER COMMENTS:**

The property is located in the Spring Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. Regional detention and water quality have been constructed for full development. If the project disturbs more than one (1) acre, a land disturbance permit will be required. There is an existing channel and/or detention basin available for this development to discharge into. There are no known sinkholes on the proposed property. However, there are sinkholes located immediately east and northwest of the property.

Public Works Stormwater Division	Response
Which Drainage Basin is this located?	Spring Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is stormwater buyout an option?	No, Regional Detention & Water Quality Exist

**AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY**

1. Request change to zoning from: Multi Family to Single Family  
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 3-9-16 4:00-6:30pm
3. Meeting Location: The Library Station
4. Number of invitations that were sent: 40
5. How was the mailing list generated: Provided by City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 2

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.)

Property Owners expressed they would prefer single family lots over Multi family. No other concerns.

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

I, James Wehr (print name), attest that the neighborhood meeting was held on March 9, 2016 (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

James R. Wehr  
Printed name of person completing affidavit



One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   19    
Filed:   04-26-16  

Sponsored by:   Fishel  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016- 095  

GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, Zoning Maps, by  
2 rezoning approximately 2.6 acres of property, generally located in the 500  
3 block of South Barnes Avenue, from an HM, Heavy Manufacturing with  
4 Conditional Overlay District No. 34, to an HM, Heavy Manufacturing with a  
5 Conditional Overlay District No. 106; and adopting an updated Official  
6 Zoning Map. (Staff and Planning and Zoning Commission recommend  
7 approval.)  
8  
9

10 WHEREAS, an application has been filed for a zoning change of the property  
11 described in "Exhibit C" of this Ordinance, generally located in the 500 block of South  
12 Barnes Avenue, from an HM, Heavy Manufacturing with Conditional Overlay District No.  
13 34, to an HM, Heavy Manufacturing with a Conditional Overlay District No. 106;  
14

15 WHEREAS, the new Conditional Overlay District No. 106 will limit the uses on  
16 the northern portion of the original Conditional Overlay District to general office and off-  
17 street commercial parking lots and structures; and  
18

19 WHEREAS, following proper notice, a public hearing was held before the  
20 Planning and Zoning Commission, a copy of the Record of Proceedings from said public  
21 hearing being attached hereto as "Exhibit B"; and said Commission made its  
22 recommendation; and  
23

24 WHEREAS, proper notice was given of a public hearing before the City Council,  
25 and that said hearing was held in accordance with the law.  
26

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

30 Section 1 – That the property described in "Exhibit C" of this Ordinance be, and  
31 the same hereby is, rezoned from an HM, Heavy Manufacturing with Conditional  
32 Overlay District No. 34, or such zoning district as is designated on the Official Zoning  
33 Map adopted by the City Council, to an HM, Heavy Manufacturing with a Conditional

34 Overlay District No. 106; and the Springfield Land Development Code, Section 36-306  
35 thereof, Zoning Maps, is hereby amended, changed and modified accordingly.

36  
37 Section 2 – The City Council hereby directs the City Manager, or his designee, to  
38 update the City's digital zoning map to reflect this rezoning, and City Council adopts the  
39 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided  
40 for in the Springfield Land Development Code, Section 36-306, Official Zoning Maps  
41 and Rules of Interpretation.

42  
43 Section 3 – The Official Zoning Map herein adopted shall be maintained and  
44 archived in the same digital form in which this Council has approved its adoption.

45  
46 Section 4 – This ordinance shall be in full force and effect from and after  
47 passage.

48  
49 Passed at meeting: \_\_\_\_\_

50  
51 \_\_\_\_\_  
52 Mayor

53  
54 Attest: \_\_\_\_\_, City Clerk

55  
56 Filed as Ordinance: \_\_\_\_\_

57  
58 Approved as to form: \_\_\_\_\_, Assistant City Attorney

59  
60 Approved for Council action: \_\_\_\_\_, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016-095**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To rezone approximately 2.6 acres of property, located in the 500 block of South Barnes Avenue from an HM, Heavy Manufacturing with Conditional Overlay District No. 34 to an HM, Heavy Manufacturing District with a Conditional Overlay District No. 106. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-6-2016 CONDITIONAL OVERLAY DISTRICT NO. 106

The applicant is requesting to change a portion of Conditional Overlay District No. 34 and enact a new Conditional Overlay District No. 106 which will prohibit all other uses except general offices and off-street commercial parking lots and structures. The original Conditional Overlay District prohibited all other uses except off-street commercial parking lots and structures. This request will retain the Conditional Overlay District No 34 requirements for the property at the intersection of Barnes Avenue and Cherry Street and create a new Conditional Overlay District for the remaining northern portion.

RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on April 14, 2016, and recommended approval, by a vote of 7 to 0, of the proposed zoning on the tract of land described on the attached sheet (see the attached "Exhibit A," Record of Proceedings).

FINDINGS FOR STAFF RECOMMENDATION:

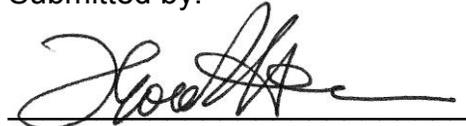
1. The requested HM, Heavy Manufacturing District zoning is consistent with the recommendations of the Growth Management and Land Use Plan of the Comprehensive Plan which recommends General Industry, Transportation and Utilities land uses.
2. The rezoning request will retain the Conditional Overlay District No. 34 requirements for the property at the intersection of Barnes Avenue and Cherry Street which prohibits all other uses except off-street commercial parking lots and structures. The new Conditional Overlay District No. 106 will limit the uses on the northern portion of the original Conditional Overlay District to general office and off-street commercial parking lots and structures.

3. Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objectives 4a, Increase density in activity centers and transit corridors; and 4b, Increase mixed-use development areas.

REMARKS:

The Planning and Development staff recommends the application be approved (see "Exhibit D," Development Review Office Staff Report).

Submitted by:



Bob Hosmer, AICP Principal Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District No. 106 Provisions

Exhibit B, Record of Proceedings

Exhibit C, Legal Description

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditional Overlay District No. 106 Provisions

Attachment 2, Affidavit of Neighborhood Notification and Meeting Summary

**Exhibit A**

CONDITIONAL OVERLAY DISTRICT PROVISIONS  
Z-6-2016 CONDITIONAL OVERLAY DISTRICT NO. 106

The requirements of Section 36-433 of the Springfield Zoning Ordinance shall be modified herein for development within this district.

(2) Permitted Uses.

- (m) Commercial Off-street parking lots and structures
- (u) General Office Use Group

**Exhibit B**

**RECORD OF PROCEEDINGS  
Planning and Zoning Commission April 14, 2016**

Z-6-2106 w/COD #106

500 Block South Barnes Avenue

**Applicant:** O'Reilly Automotive Stores, Inc.

Mr. Hosmer states that this is a request to rezone approximately 2.6 acres of property, located in the 500 block of South Barnes Avenue from a HM, Heavy Manufacturing with Conditional Overlay District No. 34 to a HM, Heavy Manufacturing District with a Conditional Overlay District No 106. The Growth Management and Land Use Plan of the Comprehensive Plan identifies this property as an appropriate area for General Industry, Transportation and Utilities land uses. City Council on May 5, 2010 approved Ordinance No. 5872 to rezone the subject property to a Conditional Overlay District No. 34 which prohibits all other uses except off-street commercial parking lots and structures. The applicant is requesting to change a portion of Conditional Overlay District No. 34 and enact a new Conditional Overlay District No. 106 which will prohibit all other uses except general offices and off-street commercial parking lots and structures. The rezoning request will retain the Conditional Overlay District No 34 requirements for the property at the intersection of Barnes Avenue and Cherry Street which prohibits all other uses except off-street commercial parking lots and structures. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Paul Engel, Anderson Engineering representing O'Reilly Automotive. At the neighborhood meeting 4 individuals attended, one requesting that we limit to general office and it was agreed upon.

Mr. Doennig closed the public hearing.

Mr. Edwards asked if there are any storm water concerns.

Rodney Colson, Public Works Storm Water stated that the developer would have to provide detention and water quality for any increase of the impervious area to meet code.

**COMMISSION ACTION:**

Ms. Cox motions that we approve Z-6-2016 (500 Block South Barnes Avenue). Mr. Baird seconded the motion. The motion **carried** as follows: Ayes: Doennig, Baird, Shuler, Cline, Rose, Edwards, and Cox. Nays: None. Abstain: None. Absent: Ray



---

Bob Hosmer, AICP  
Principal Planner

**Exhibit C**

LEGAL DESCRIPTION  
ZONING CASE Z-6-2016 CONDITIONAL OVERLAY DISTRICT NO. 106

A PARCEL OF LAND AS LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

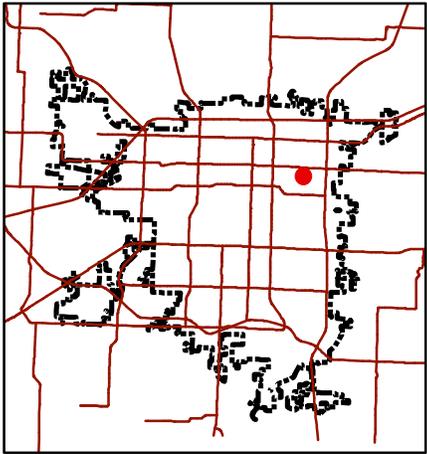
COMMENCING AT THE CENTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, NORTH 01°29'14" EAST, 180.18 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 86°29'58" EAST, 51.42 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY OF BARNES AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 01°29'14" EAST, 198.98 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY, SOUTH 86°30'39" EAST, 570.93 FEET; THENCE SOUTH 01°44'15" WEST, 199.97 FEET; NORTH 86°29'58 WEST, 570.15 FEET TO THE POINT OF BEGINNING. CONTAINING 2.619 ACRES, MORE OR LESS. ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. DATE OF ADJUSTMENT 2000.

# Development Review Staff Report

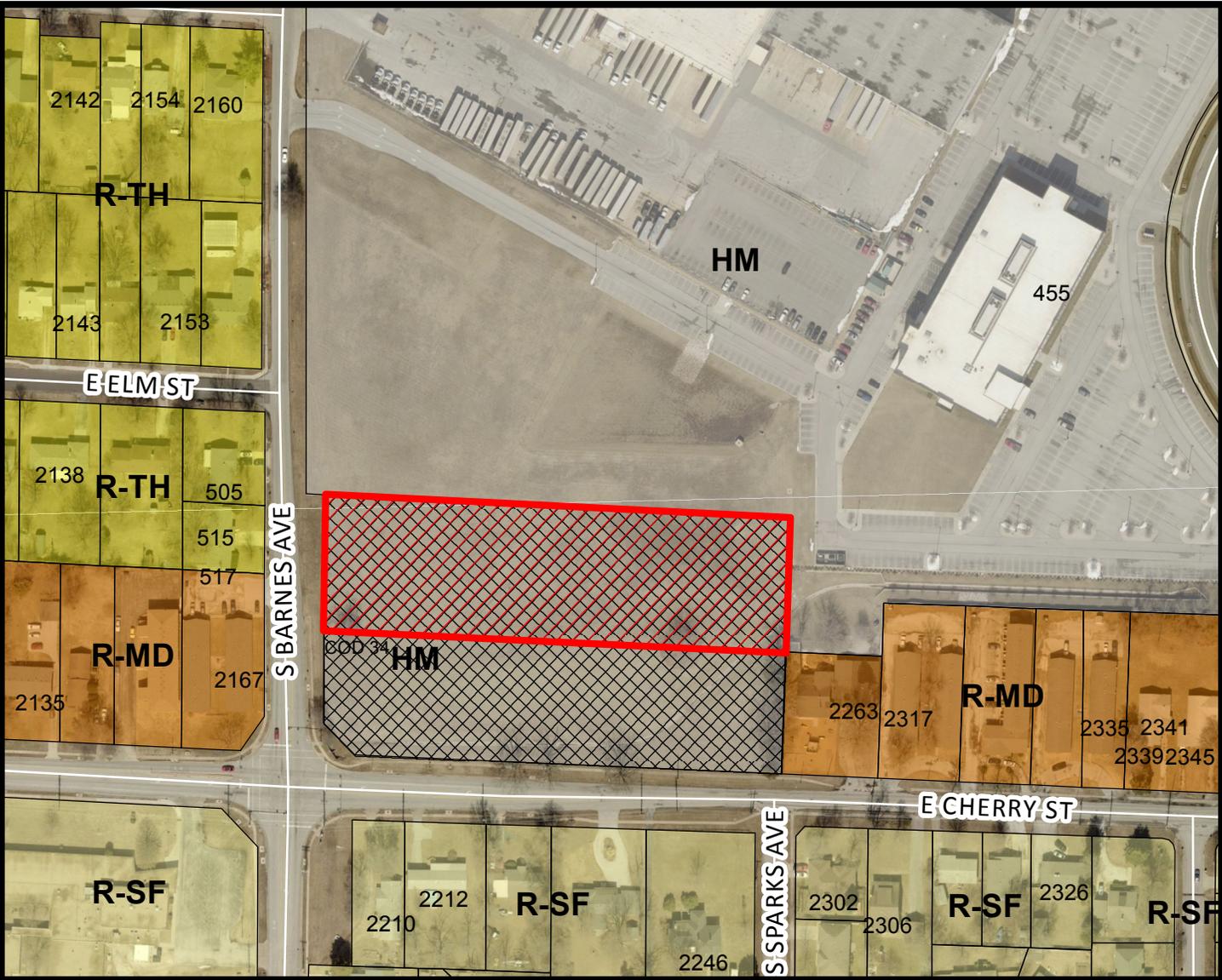
Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802

## Z-6-2016 Conditional Overlay District No. 106

LOCATION: 500 SOUTH BARNES AVE.  
CURRENT ZONING: HM, Heavy Manufacturing District COD 34  
PROPOSED ZONING: HM, Heavy Manufacturing District COD 106



### LOCATION SKETCH



- Area of Proposal



1 inch = 200 feet

DEVELOPMENT REVIEW STAFF REPORT  
ZONING CASE Z-6-2016 CONDITIONAL OVERLAY DISTRICT NO. 106

PURPOSE: To rezone approximately 2.6 acres, located in the 500 block of South Barnes Avenue from a HM, Heavy Manufacturing Conditional Overlay District No. 34 to a HM, Heavy Manufacturing District Conditional Overlay District No. 106.

DATE: March 17, 2016

LOCATION: 500 block of South Barnes Avenue

APPLICANT: O'Reilly Automotive Stores, Inc.

TRACT SIZE: Approximately 2.6 acres

EXISTING USE: Vacant Land

PROPOSED USE: Office and parking lot

FINDINGS FOR STAFF RECOMMENDATION:

1. The requested HM, Heavy Manufacturing District zoning is consistent with the recommendations of the Growth Management and Land Use Plan of the Comprehensive Plan which recommends General Industry, Transportation and Utilities land uses.
2. The rezoning request will retain the Conditional Overlay District No 34 requirements for the property at the intersection of Barnes Avenue and Cherry Street which prohibits all other uses except off-street commercial parking lots and structures and create a new Conditional Overlay District No. 106 which will limit the uses on the northern portion of the original COD to general office and off-street commercial parking lots.

RECOMMENDATION:

Staff recommends **approval** of this request.

#### SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	HM	Office building and parking lot
East	R-MD	Residential uses and home daycare
South	R-SF	Single Family Residential and School
West	R-MD	Multi-Family Residential uses

#### HISTORY:

City Council on May 5, 2010 approved Ordinance No. 5872 to rezone the subject property to a Conditional Overlay District No. 34 which prohibits all other uses except off-street commercial parking lots and structures.

#### COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for General Industry Transportation and Utilities land uses.

#### STAFF COMMENTS:

1. The applicant is requesting to rezone 2.6 acres of property from HM, Heavy Manufacturing District Conditional Overlay District No. 34 to a HM, Heavy Manufacturing District with a new COD.
2. The Conditional Overlay District No 34 prohibited all other uses except off-street commercial parking lots and structures. This COD will remain on the property at the intersection of Barnes Avenue and Cherry Street.
3. The new Conditional Overlay District No. 106 will limit the northern portion of the original COD to general office and off-street commercial parking lots and structures.
4. A sidewalk, in conformance with City of Springfield Public Works standards, shall be constructed along Barnes Avenue frontage of the subject property or a cash in-lieu of fee will be accepted at the time of development.
5. All storm water requirements shall be met at time of development

**NEIGHBORHOOD MEETING:**

The applicant held a neighborhood meeting on March 7, 2016. A summary of the meeting is attached (Attachment 3).

**PUBLIC COMMENT:**

The property was posted by the applicant at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 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. Twenty-eight (28) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request. Staff has received no objections to date.

**CITY COUNCIL MEETING:** May 2, 2016

**STAFF CONTACT PERSON:**

Bob Hosmer, AICP  
Principal Planner  
864-1834

ATTACHMENT 1  
DEPARTMENT COMMENTS  
ZONING CASE Z-6-2016 CONDITIONAL OVERLAY DISTRICT NO. 106

**BUILDING DEVELOPMENT SERVICES COMMENTS:**

No issues with rezoning.

**PUBLIC WORKS TRAFFIC DIVISION COMMENTS:**

The Transportation Plan classifies Barnes Avenue as a Collector roadway and Cherry Street as a Secondary Arterial roadway. The standard right of way width for Barnes Avenue is 60 feet and for Cherry Street is 70 feet. These are City maintained streets. The current traffic volume on Barnes Avenue is 4,900 vehicles per day and on Cherry Street is 8,200 vehicles per day. There are currently no driveway(s) access points along the property frontage on Barnes Avenue or Cherry Street. There is a portion of sidewalk along the property frontage on Barnes Avenue and fully along the property frontage on Cherry Street. The existing sidewalk infrastructure do not meet current city standards and the portion of existing sidewalk that does not exist along the property frontage on Barnes Avenue will be constructed at development. On-street parking is not allowed along the adjacent streets. There is no greenway trail in the area. There is 1 bus stop along Cherry Street. The proposed development is located in an area that provides for multiple direct connections and provides for good connectivity in the area. There are no proposed improvements along Barnes Avenue or Cherry Street.

Public Works Traffic Division	Response
Street classification	Barnes - Collector; Cherry - Secondary Arterial
On-street parking along streets	No
Trip generations existing use	180 trips per day/14 am peak/17 pm peak
Trip generations proposed use	39 trips per day/7 am peak/8 pm peak
Existing street right of way widths	Barnes - 70 feet; Cherry - 80 feet
Standard right of way widths	Barnes - 60 feet; Cherry 70 feet
Traffic study submitted	N/A
Proposed street improvements	N/A

**STORMWATER COMMENTS:**

The property is located in the Jordan Creek South Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. Since the project will be increasing the amount of impervious surfacing, detention is required. Buyout in lieu of on-site stormwater detention is not an option. Since the project drains to a sinkhole, water quality is required on-site. Since the project will be disturbing more than one (1) acre, a land disturbance permit is required. There is an existing detention pond that will need to be modified for this development to discharge into. There are no known sinkholes on the proposed property. However, there is a sinkhole located northeast of the property.

Please note that development (or re-development) of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If detention and water quality was previously constructed to serve the development, it must be shown that any new development proposed is in conformance with the original design criteria of the existing detention/water quality basin. If runoff from the proposed development exceeds the original design of an existing detention or water quality basin, additional detention or water quality must be provided based on the current requirements.
3. Concentrated points of discharge from these improvements will be required to drain into the existing drainage channel.
4. Provide topography with contour intervals not exceeding two (2) feet showing the locations of any natural features such as watercourses, drainage ways and flood prone areas.
5. Provide location and size of all existing and proposed stormwater easements within and immediately adjacent to the site. Please note that additional drainage easement is needed to relocate the existing drainage channel carrying off-site runoff through the site.
6. Drainage improvements serving only the subject property must be constructed, inspected, approved and operational prior to issuance of building permit.
7. Drainage patterns for any runoff currently flowing across the site must not be blocked or altered by any future construction.
8. Detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek South Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No known sinkholes on property
Is stormwater buyout an option?	No

**CLEAN WATER SERVICES COMMENTS:**

No objections to rezoning.

**CITY UTILITIES:**

City Utilities does not have any objections to this proposed rezoning request.

ATTACHMENT 2  
CONDITIONAL OVERLAY DISTRICT PROVISIONS  
ZONING CASE Z-6-2016 CONDITIONAL OVERLAY DISTRICT NO. 106

The requirements of Section 36-433 of the Springfield Zoning Ordinance shall be modified herein for development within this district.

(2) Permitted Uses.

- (m) Commercial Off-street parking lots and structures
- (u) General Office Use Group

February 25, 2016

Dear Neighbor,

You are invited to a neighborhood meeting for information on a proposed re-zoning for a portion of the property at the northeast corner of Barnes Avenue and Cherry Street. The meeting is scheduled for Monday, March 7<sup>th</sup>, from 4:00 PM to 6:30 PM at the office of Buddy Webb & Co. Architects.

Buddy Webb & Co. Architects is located at 3057 East Cairo Street, Springfield, MO 65802. Please enter through the main front door.

The proposing rezoning is to rezone the northern portion from HM COD 34 to HM. The southern ~150' portion along Cherry St will remain HM COD 34.

Enclosed you will find a location map marking the site for the proposed re-zoning. Representatives for the re-zoning application will be available at the Neighborhood Meeting to provide information and to hear your input.

We look forward to meeting you.

Sincerely,



---

Paul Engel, PE  
Vice-President / Project Engineer  
Anderson Engineering, Inc.  
417-866-2741  
pengel@aeincmo.com

**AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY**

1. Request change to zoning from: HM COD 34 to HM  
*(existing zoning)* *(proposed zoning)*

2. Meeting Date & Time: March 07, 2016; 4:00 PM to 6:30 PM

3. Meeting Location: 3057 East Cairo Street, Springfield, MO 65802

4. Number of invitations that were sent: 74

5. How was the mailing list generated: City of Springfield, MO Planning Dept.

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

7. List the verbal comments and how you plan to address any issues:  
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

Comment #1 (DW): Will I be compensated for potential increased traffic?  
Response #1: No.  
Comment #2 (MS): Can the rezoning be a new conditional overlay only allowing office & parking lot uses?  
Response #2: The Applicant agrees to a conditional overlay restricting the use to office & parking lot.  
Comment #3 (MW): Agrees with idea of new conditional overlay restricting the use to office & parking lot.

8. List or attach the written comments and how you plan to address any issues:  
No written comments received.

I, Paul Engel, PE (*print name*), attest that the neighborhood meeting was held on 03/07/2016 (*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."

 3/14/2016  
*Signature of person completing affidavit*

Paul Engel, PE  
*Printed name of person completing affidavit*

**Barnes Ave & Cherry Street Re-Zoning  
PLN2016-00067 Neighborhood Meeting  
4 PM - 6:30 PM; March 07, 2016**

3057 East Cairo Street, Springfield, MO 6580

**---Please Print Your Name---**

1. <i>Marguitta Walker</i>	22.
2. <i>Adam Walker</i>	23.
3. <i>David Willoughby</i>	24.
4. <i>Mark Scott</i>	25.
5.	26.
6.	27.
7.	28.
8.	29.
9.	30.
10.	31.
11.	32.
12.	33.
13.	34.
14.	35.
15.	36.
16.	37.
17.	38.
18.	39.
19.	40.
20.	41.
21.	42.

**AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY**

1. Request change to zoning from: HM COD 34 to HM  
*(existing zoning)* *(proposed zoning)*

2. Meeting Date & Time: March 07, 2016; 4:00 PM to 6:30 PM

3. Meeting Location: 3057 East Cairo Street, Springfield, MO 65802

4. Number of invitations that were sent: 74

5. How was the mailing list generated: City of Springfield, MO Planning Dept.

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

7. List the verbal comments and how you plan to address any issues:  
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

Comment #1 (DW): Will I be compensated for potential increased traffic?

Response #1: No.

Comment #2 (MS): Can the rezoning be a new conditional overlay only allowing office & parking lot uses?

Response #2: The Applicant agrees to a conditional overlay restricting the use to office & parking lot.

Comment #3 (MW): Agrees with idea of new conditional overlay restricting the use to office & parking lot.

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

No written comments received.

I, Paul Engel, PE (*print name*), attest that the neighborhood meeting was held on 03/07/2016 (*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."

  
3/14/2016  
*Signature of person completing affidavit*

Paul Engel, PE  
*Printed name of person completing affidavit*

March 24, 2016

VIA Email: [bhosmer@springfieldmo.gov](mailto:bhosmer@springfieldmo.gov)

Mr. Bob Hosmer, Principal Planner  
City of Springfield, MO  
840 Boonville Ave  
Springfield, MO 65802

RE: PLN2016-00067 - Proposed COD for Rezoning Application

Dear Mr. Hosmer:

As you may be aware, O'Reilly Automotives Stores, Inc. ("O'Reilly") held a Neighborhood Meeting on March 7, 2016, to listen to any comments the surrounding property owners may have in regards to the proposed rezoning of a portion of the property that O'Reilly owns at the corner of Cherry and Barnes.

As requested by an attending neighbor at this meeting, O'Reilly has agreed to a COD on the proposed area of rezoning to restrict this area to the following uses, per City of Springfield Zoning Regulations:

- Commercial off-street parking lots and structures
- General Office Use Group

The southern ~150' portion along Cherry St will remain as the existing HM COD 34 which only allows the following use:

- Commercial off-street parking lots and structures

Please update the Planning Commission to these requested revisions. Thank you for your assistance in this matter.

Sincerely,

O'REILLY AUTOMOTIVE STORES, INC.



Jeffrey L. Groves  
General Counsel  
Sr. Vice President of Legal Services

One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   27    
Filed:   04-26-16  

Sponsored by:   Ferguson  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016- 096  

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the issuance of Conditional Use Permit No. 417 to allow a self-service  
2 storage facility within a GR, General Retail District, generally located  
3 at 506 West Edgewood Street. (Staff and Planning and Zoning  
4 Commission recommend approval.)  
5  
6

7 WHEREAS, by the authority of Section 36-363 of the Land Development Code of  
8 the City of Springfield, Missouri, the City Council may grant permits for certain types of  
9 uses in certain zoning districts; and  
10

11 WHEREAS, application has been made, and notice and hearings have been held  
12 as provided in Section 36-363 prior to the granting of such use permit, and the Planning  
13 and Zoning Commission has found the necessary conditions to exist; and  
14

15 WHEREAS, the City Council finds the following conditions to exist:  
16

- 17 1. The application is complete and does not contain or reveal violations of this  
18 provision or other applicable regulations which the applicant has failed or  
19 refused to supply or correct;  
20
- 21 2. The site plan meets the standards required by this Article or other applicable  
22 regulations with respect to such development or use;  
23
- 24 3. The proposed site plan does not interfere with easements, roadways, rail  
25 lines, utilities, and public or private rights-of-way;  
26
- 27 4. The proposed site plan does not destroy, damage, detrimentally modify or  
28 interfere with the enjoyment and function of significant natural topographic or  
29 physical features of the site;  
30
- 31 5. The proposed site plan is not injurious or detrimental to the use and  
32 enjoyment of surrounding property;  
33

- 34 6. The circulation elements of the proposed site plan do not create hazards to  
35 safety on or off the site, disjointed vehicular or pedestrian circulation paths on  
36 or off the site, or undue interferences and inconveniences to vehicular and  
37 pedestrian travel;  
38  
39 7. The screening of the site provides adequate shielding for nearby uses which  
40 may be incompatible with the proposed use;  
41  
42 8. The proposed structures or landscaping are not lacking amenity in relation to,  
43 or are not incompatible with, nearby structures and uses;  
44  
45 9. The proposed site plan does not create drainage or erosion problems on or  
46 off the site; and  
47

48 WHEREAS, the granting of such permit is deemed proper and beneficial to the  
49 welfare of the City of Springfield, Missouri.  
50

51 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
52 SPRINGFIELD, MISSOURI, as follows, that:  
53

54 Section 1 – Permission is hereby granted to use the tract of land generally  
55 located at 506 West Edgewood Street, and more fully described in “Exhibit C,” which is  
56 attached hereto and incorporated herein as if copied verbatim, to permit a self-service  
57 storage facility within a GR, General Retail District, on certain conditions in accordance  
58 with Section 36-363 of the Land Development Code of the City of Springfield, Missouri.  
59

60 Section 2 – Such use shall be subject to the conditions set forth in the  
61 explanation and “Exhibit D-Attachment 2” to this ordinance, both of which are attached  
62 hereto and incorporated herein as if set out verbatim.  
63

64 Section 3 – Building permits and certificates of occupancy may be issued by the  
65 proper authorities pursuant to the permission granted by this ordinance.  
66

67 Section 4 – This permit shall be in full force and effect only so long as the use of  
68 said premises and any improvements thereon conform with the use herein granted and  
69 are in accordance with the application and plans herein approved and referred to,  
70 unless special exceptions shall have been granted by the Board of Adjustment, and any  
71 violation of the requirements of this ordinance may be grounds for the revocation of this  
72 permit by the City Council after a hearing before said City Council.  
73

74 Passed at meeting: \_\_\_\_\_  
75

76 \_\_\_\_\_  
77 Mayor

78 \_\_\_\_\_  
79 Attest: \_\_\_\_\_, City Clerk

80

81 Filed as Ordinance: \_\_\_\_\_

82

83 Approved as to form: Achalak T. Wieder, Assistant City Attorney

84

85 Approved for Council action: Greg Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 096**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow a self-service storage facility within a GR, General Retail District generally located at 506 West Edgewood Street. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 417

This is a request to allow a self-service storage facility within a GR, General Retail District. The site is an appropriate use for this existing GR, General Retail zoned property to utilize the commercial zoning with a use that does not depend on a high traffic and high visibility location. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties. This application meets the approval standards for a Conditional Use Permit and is in conformance with the Comprehensive Plan, which identifies this area as appropriate for a variety of commercial uses.

Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 of the Zoning Ordinance.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers and transit corridors; and 4b, Increase mixed-use development areas.

REMARKS:

The Planning and Zoning Commission held a public hearing on April 14, 2016, and recommended approval, by a vote of 7 to 0, of the proposed zoning on the tract of land described on the attached sheet (see "Exhibit B," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the following conditions (see the attached "Exhibit D," Development Review Staff Report):

CONDITIONS:

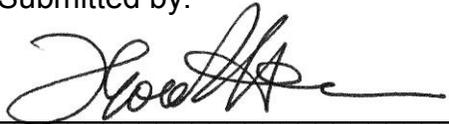
1. The regulations and standards listed on "Exhibit A" shall govern and control the use and development of the land in Use Permit Number 417 in a manner consistent with the attached site plan "Exhibit D-Attachment 5."

2. The proposed self-service storage facility shall be located and constructed in general conformance to the attached site plan.

FINDINGS FOR STAFF RECOMMENDATION:

1. A self-service storage facility is an appropriate use for this existing GR, General Retail zoned property to utilize the commercial zoning with a use that does not depend on a high traffic and high visibility location.
2. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. This application meets the approval standards for a Conditional Use Permit and is in conformance with the Comprehensive Plan, which identifies this area as appropriate for a variety of commercial uses.

Submitted by:



Bob Hosmer, AICP, Principal Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

- Exhibit A, Requirements for Conditional Use Permit 417
- Exhibit B, Record of Proceedings
- Exhibit C, Legal Description
- Exhibit D, Development Review Staff Report

ATTACHMENTS:

- Attachment 1, Department Comments
- Attachment 2, Standards for Conditional Use Permits
- Attachment 3, Neighborhood Meeting Summary
- Attachment 4, Applicant's Responses to Standards for Conditional Use Permits
- Attachment 5, Site Plan

## Exhibit A

### REQUIREMENTS FOR CONDITIONAL USE PERMIT 417

1. A self-service storage facility is permitted in general conformance with site plan Attachment 5.
2. When the property develops, all requirements of the GR, General Retail District shall be met including off-street parking, open space, interior and perimeter landscaping.
3. The development of the property shall meet all requirements of the Fire Code including fire lanes and access, Knox switch on the electric gate and the provision of any necessary fire hydrants.
4. An Administrative Re-plat shall be approved to remove the platted setback along the north property line.
5. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

**Exhibit B**

**RECORD OF PROCEEDINGS  
Planning and Zoning Commission April 14, 2016**

Conditional Use Permit 417  
506 West Edgewood Street  
**Applicant:** Mark Hunter, LLC

Mr. Hosmer states that this is a request to allow a self-service storage facility within a GR, General Retail District generally located at 506 West Edgewood Street. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this area as appropriate for medium intensity retail, office or housing. 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 uses permitted only by CUP. If the CUP is approved a 5 foot buffer yard is required along the western property line adjacent to the R-TH, Residential Townhouse District zoned property to the west. Staff has reviewed the applicant's request and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 of the Zoning Ordinance. The regulations and standards listed on the site plan shall govern and control the use and development of the land.

A self-service storage facility is permitted in general conformance with the site plan. When the property develops, all requirements of the GR, General Retail District shall be met including off-street parking, open space, interior and perimeter landscaping. The development of the property shall meet all requirements of the Fire Code including fire lanes and access, Knox switch on the electric gate and the provision of any necessary fire hydrants. An Administrative Re-plat shall be approved to remove the platted setback along the north property line. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Rick Wilson, Wilson Surveying, 2012 S. Stewart, stated that this has been a difficult site to plan a development and is a small lot at the end of a private drive. Property has been commercially designated since its annexation and there is a 30 degree bulk plane requirement because of the residential properties to the west. This property has been vacant for several years.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Mr. Edwards motions that we approve the Conditional Use Permit 417 (506 West Edgewood Street). Mr. Baird seconded the motion. The motion **carried** as follows: Ayes: Doennig, Baird, Shuler, Cline, Rose, Edwards, and Cox. Nays: None. Abstain: None. Absent: Ray



---

Bob Hosmer, AICP  
Principal Planner

**Exhibit C**

LEGAL DESCRIPTION  
USE PERMIT NUMBER 417

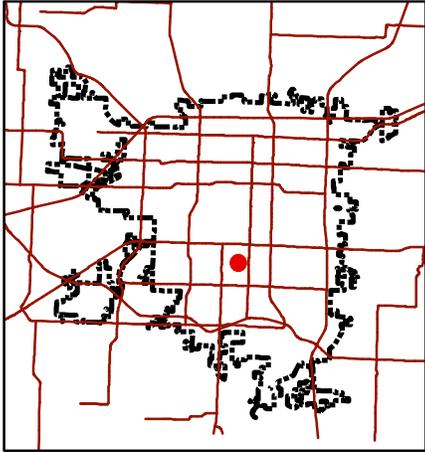
LOT THIRTEEN (13) AND THE WEST ONE-HALF (W1/2) OF LOT FOURTEEN (14),  
TOWNSHIP LINE, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY,  
MISSOURI.

# Development Review Staff Report

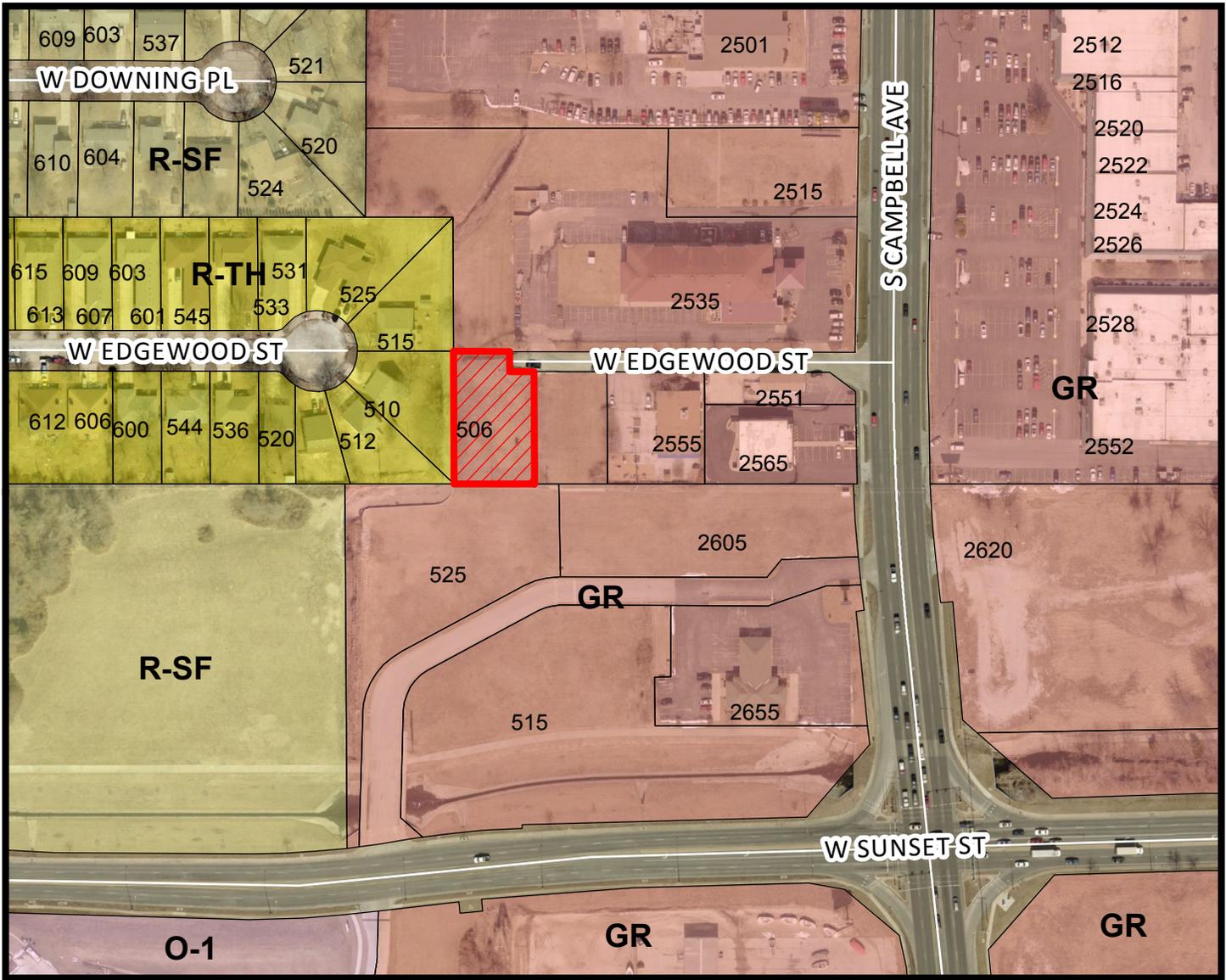
Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802

## Conditional Use Permit No 417

LOCATION: 506 WEST EDGEWOOD ST  
CURRENT ZONING: GR, General Retail District  
PROPOSED ZONING: NA



### LOCATION SKETCH



 - Area of Proposal



1 inch = 200 feet

DEVELOPMENT REVIEW STAFF REPORT  
CONDITIONAL USE PERMIT 417

PURPOSE: To allow a self-service storage facility within a GR, General Retail District generally located at 506 West Edgewood Street.

REPORT DATE: March 15, 2016

LOCATION: 506 West Edgewood Street

APPLICANT: Mark Hunter LLC

TRACT SIZE: Approximately 0.36 acres

EXISTING USE: Undeveloped land

PROPOSED USE: Self-service storage facility

FINDINGS FOR STAFF RECOMMENDATION:

1. A self-service storage facility is an appropriate use for this existing GR zoned property to utilize the commercial zoning with a use that does not depend on a high traffic and high visibility location.
2. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. This application meets the approval standards for a Conditional Use Permit and is in conformance with the *Comprehensive Plan*, which identifies this area as appropriate for a variety of commercial uses.

RECOMMENDATION:

Staff recommends approval of this request with the following conditions:

1. The regulations and standards listed on Exhibit D-Attachment 3 shall govern and control the use and development of the land in Use Permit Number 417 in a manner consistent with the attached site plan (Exhibit D-Attachment 5).
2. The proposed self-service facility shall be located and constructed in general conformance to the attached site plan.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	GR	Hotel
East	GR	Retail and commercial uses
South	GR	Bank
West	R-TH	Duplex and single family homes

ZONING ORDINANCE REQUIREMENTS:

1. 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. In granting a conditional use, the Planning and Zoning Commission may recommend, and the City Council may impose such conditions, safeguards and restrictions upon the premises benefited by the conditional use as may be necessary to comply with the standards set out in the Zoning Ordinance to avoid, or minimize, or mitigate any potentially adverse or injurious effect of such conditional uses upon other property in the neighborhood. The general standards for conditional use permits are listed in Exhibit D-Attachment 3.
2. No conditional use permit shall be valid for a period longer than 18 months from the date City Council grants the conditional use permit, unless within this 18 months:
  - a. A building permit is obtained and the erection or alteration of a structure is started; or
  - b. An occupancy permit is obtained and the conditional use is begun.

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for medium intensity retail, office or housing. This mixed category indicates that a variety of commercial uses are appropriate.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for a self-service storage facility on the subject property within a GR, General Retail District. The subject property was identified by the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* as an appropriate area for

medium intensity retail, office or housing. This land use category would accommodate a variety of commercial uses. A self-service storage facility at this location is an appropriate use for this commercially zoned property because it does not rely on high visibility and is not expected to adversely impact the surrounding uses. In addition, approval of this application will provide for the productive use of the subject property which is already served by public facilities and services.

2. As part of the development of this property, a 5 foot bufferyard is required along the western property line of the subject property adjacent to the R-TH, Residential Townhouse District zoned property to the west. The applicant has relinquished the existing utility and sanitary sewer easement along the western property line (Relinquish Easement 828). In addition, the applicant has submitted an Administrative Re-plat to remove the platted twenty-five (25) foot setback along the north property line along Edgewood. The development of the property will be required to meet the building setback requirements established in the GR District, which is a fifteen (15) foot along Edgewood Street.
3. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 of the Zoning Ordinance. Any development of this property must also follow the GR, General Retail District requirements.
4. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

#### NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on November 18, 2015 regarding the request for a conditional use permit. A summary of the meeting is attached in Attachment 4.

#### PUBLIC COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 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. Nine (9) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request. Staff has not received any comments.

CITY COUNCIL PUBLIC HEARING: May 2, 2016

#### STAFF CONTACT PERSON:

Bob Hosmer, AICP  
Principal Planner

ATTACHMENT 1  
DEPARTMENT COMMENTS  
CONDITIONAL USE PERMIT 417

**BUILDING DEVELOPMENT SERVICES COMMENTS:**

No issues with the use permit

**PUBLIC WORKS TRAFFIC DIVISION COMMENTS:**

Traffic does not have any issues with the proposed conditional use permit.

**STORMWATER COMMENTS:**

No stormwater issues with proposed conditional use permit. Stormwater detention will be bought-out since the site drains directly to the floodplain. Water quality is not required since the site is less than one (1) acre.

**CLEAN WATER SERVICES COMMENTS:**

Clean Water Services does not have any objections to the proposed Conditional Use Permit as there is no impact on public sewer.

**CITY UTILITIES:**

No objection to the conditional use approval for mini-storage. However utility easements will have to be relinquished due to the building encroaching on the platted easement. In addition the building is close enough that gas and/or water mains may have to be relocated. Water can be retired with the meter relocated to clear the building. The gas main continues to the west and will more than likely have to be relocated. Relocations and adjustments to existing utilities are at the customer's expense.

**FIRE DEPARTMENT:**

No objections to CUP. Will need to provide a marked and approved fire department turnaround at the end of Edgewood.

ATTACHMENT 2  
STANDARDS FOR CONDITIONAL USE PERMITS  
CONDITIONAL USE PERMIT 417

An application for a conditional use permit shall be granted only if evidence is presented which establishes the following: (see attached Attachment 5 for the applicant's response)

1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan;
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;
3. The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control;
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage;
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;
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent possible such lights will be visible from any residential district, measures to shield or direct such lights so as to eliminate or mitigate such glare as proposed;
7. The location, lighting and type of signs and the relationship of signs to traffic control is appropriate for the site;
8. Such signs will not have an adverse effect on any adjacent properties;
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;
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.

11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to:
  - a. The location, nature and height of buildings, structures, walls and fences on the site; and
  - b. The nature and extent of landscaping and screening on the site;
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site;
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance;
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;
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public;
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.
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.
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.

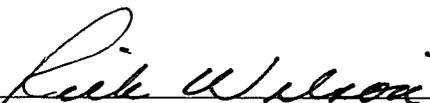
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way;
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield, and;
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.

### ATTACHMENT 3

#### AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING

---

I, Rick Wilson (*print name*), attest that the invitation letter to the neighborhood meeting (attached) was mailed ten (10) days prior to the neighborhood meeting on 11/04/2015 (*month/date/year*), the neighborhood meeting is scheduled to be held on 11/18/2015 (*month/date/year*), which is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Exhibit 1: Neighborhood Notification and Meeting Process."

  
\_\_\_\_\_  
*Signature of person completing mailings*

Rick Wilson  
\_\_\_\_\_  
*Printed name of person completing mailings*

*\*NOTE: this affidavit must be submitted by the Friday following the application deadline.*

# Wilson Surveying Co., Inc.

---

*Surveying//Engineering//Land Planning*

2012 S. Stewart Springfield, MO 65807  
(417) 522-7870  
WilSurveyInc.com

October 29, 2015

Re: Proposed construction at 506 W. Edgewood

Dear Resident,

Mark Hunter LLC purchased 506 W. Edgewood, a currently vacant lot, with the intent to build a self-storage facility. Pursuant to the City of Springfield zoning regulations, the property requires a conditional use permit to construct the facility and a neighborhood meeting to discuss the proposed plans.

You are invited to La Quinta Inn & Suites Springfield South at 2535 South Campbell at 5:30 p.m. on Thursday, November 18, 2015 to view drawings of the proposed facility, to discuss the owner, Mark Hunter's plans and to address any questions or concerns you may have about this project.

Sincerely,

Rick Wilson, President  
Wilson Surveying Co., Inc.

## NEIGHBORHOOD MEETING SUMMARY

---

1. Conditional Use Permit for: self-storage facility
2. Meeting Date & Time: November 18th, 2015, at 5:30 p.m.
3. Meeting Location: La Quinta Inn & Suites, 506 W. Edgewood, Springfield, MO
4. Number of invitations that were sent: 7
5. How was the mailing list generated: by the City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 2
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.)

All comments were favorable.

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

Comments do not need to be addressed.

To: Springfield Planning Board

Re: Mark Hunter, LLC

From: Jack Ryan  
Name

2535 S. Campbell  
Address

Springfield, MO  
City

On November 19<sup>th</sup>, you will be hearing the request to build a self-storage facility. Pursuant to the City of Springfield zoning regulations, the property requires a conditional use permit to construct the facility and a neighborhood meeting to discuss the proposed plans.

There will be a hearing on December 10<sup>th</sup>, 2015, by the City of Springfield Planning and Zoning Commission to approve or deny the conditional use permit.

Please accept this letter in support of this request to allow the construction of the facility.

Jack Ryan  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Springfield Planning Board

Re: Mark Hunter, LLC

From: Greg Walker  
Name

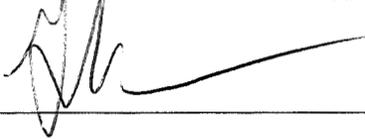
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Springfield, MO  
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There will be a hearing on December 10<sup>th</sup>, 2015, by the City of Springfield Planning and Zoning Commission to approve or deny the conditional use permit.

Please accept this letter in support of this request to allow the construction of the facility.



---

---

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### STANDARDS FOR CONDITIONAL USE PERMIT

1. *The proposed conditional use will not adversely affect the adopted policies in the Springfield Comprehensive Plan.*

The proposed development is in keeping the Land Use Plan for this area. The Springfield Area Land Use Plan shows this area appropriate for Medium Intensity Retail, Office or Housing. The Storage facility proposed is at the bottom of the scale for these uses and provides a low impact transition from commercial to the Residential Town Home property located to the west.

2. *The proposed conditional use will not adversely effect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.*

The low traffic volume produced by a storage facility is the best use of the existing private drive and should not have any negative impact on the motoring public. Located at the end of the private drive, pedestrian use of the area is limited. The site is also in close proximity to the South Creek Linear Park Trail.

3. *The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control.*

The proposed conditional use will not include any inhabited spaces. At the time of development, an additional fire hydrant will be added at the west end of edgewood and a fire apparatus turn around will be provided.

4. *The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.*

The site is flanked on the west and south by existing concrete lined drainage channels. Surface runoff will be directed to these channels by the site grading of the project allowing the water to enter the system and disburse before the waters of the upland drainage basin arrive, thereby reducing flooding. A storm water buy-out is planned to contribute to the storm water improvements in the area.

5. *The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.*

By the nature of storage, the noise levels will be substantially less than other general retail uses.

6. *The glare of vehicular and stationary light 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 so as to eliminate or mitigate such glare are proposed.*

All of the city's lighting requirements will be met. Fencing to block the head lights of inbound vehicles will be installed, wall packs with turn down shields as necessary will be used as the primary source for security lighting, and a photometric plan will be submitted with the development plans to demonstrate the required foot candle intensity at the property line adjoining residential zoning. These measures in addition to the buffer yard requirements and the existing stand of trees on the west side of the adjoining channel should provide above normal protection for the residential neighbors.

7. *The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.*

The developer plans to utilize on premise signs visible from Edgewood as allowed by the city sign ordinance. The proximity of this signs to traffic control is remote.

8. *Such signs will not have an adverse effect on any adjacent properties.*

They will not.

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.*

The limited traffic volume created by a storage facility is the best and least demanding traffic requirement for this site. Edgewood is an existing drive, which is substandard by most street requirements, but will function well for the proposed use.

10. *The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent or surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affection the public health, safety and general welfare.*

It will not.

11. *The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to:*
- a. *The location, nature and height of buildings, structures, walls and fences on the site; and*
  - b. *The nature and extent of landscaping and screening on the site.*

The proposed single story structures are to be situated in a manner that the back of the proposed buildings will be to the back of the existing house with approximately 60 feet of separation. A buffer yard is required along the west side of the site where it abuts residentially zoned property. Security fencing is planned with screening fencing as needed to prevent headlights from shining in the residential property.

12. *The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.*

There are no significant features on the site.

13. *The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic features of significant importance.*

There are no significant features on the site.

14. *The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.*

The lot is of adequate size, however it is an existing non-conforming tract of record since it does not have full public street frontage. The proposed use is permitted in the district with a conditional use permit.

15. *The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.*

The development of the property will change an undeveloped isolated tract and provide a useful purpose for it. In doing so it will eliminate a potential dumping ground, "party spot" or other attractive nuisance from the neighborhood.

16. *Off-street parking and loading area will be provided in accordance with the standards set out in 5-1500, 5-1600 and 6-1300 of this Article, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect.*

One parking place will be provide as required under 5-1500. There will be no on-site employees. The proposed north-south drive lane will provide adequate loading and unloading area while allowing an additional patron to access other units as required by 5-1600. The proposed parking space will be designed to comply with the size and location requirements stated in 6-1300.

17. *Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and*

*alleys.*

The only access to public ways is by way of the private drive identified as Edgewood Street. Adequate turn-a-round will be provided to prevent any backing movement into a public way.

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;*

It will not.

19. *The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities, nor public or private right-of-way.*

The proposed use will not interfere with the rights granted to others for any purpose.

20. *In the case of existing structures proposed to be converted to the uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.*

There are no existing structures on the site.

21. *The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection. Drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.*

Yes

# ATTACHMENT 5

THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS OF MISSOURI MINIMUM STANDARDS FOR URBAN CLASS PROPERTY.

THE PROPERTY SHOWN HEREON LIES IN A FLOOD ZONE X ACCORDING TO FLOOD INSURANCE MAP 29077C0341E, EFFECTIVE DECEMBER 17, 2010.

**PARKING SPACES**  
 VEHICLE PARKING: 1 (TYPICAL 9'x18.5')  
 BICYCLE PARKING: 2 (TYPICAL 2'x6' EACH)

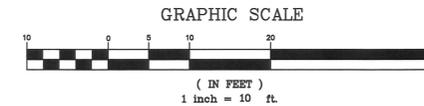
# SITE PLAN



**LOCATION MAP**  
 SECTION 35  
 TOWNSHIP 29 RANGE 22  
 APPROX. SCALE: 1"=2000'

GRID NORTH  
 MISSOURI STATE  
 PLANE,  
 CENTRAL ZONE  
 NAD83

**OWNER/DEVELOPER**  
 MARK HUNTER LLC  
 4102 E FARM ROAD 144  
 SPRINGFIELD MO 65809-2285  
 CONTACT: MARK HUNTER  
 PHONE: (417) 818-9991



### NOTES

- 1) LOCATION OF FLOODZONE AE IS AS SHOWN ON FEMA FIRM MAP 29077C0341E.
- 2) ALL EASEMENTS LISTED AS "PLATTED" ARE AS SHOWN ON THE FINAL PLAT OF TOWNSHIP LINE IN THE RECORDER'S OFFICE IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AT PLAT BOOK "DD", PAGE 37, UNLESS OTHERWISE NOTED.
- 3) A PHOTOGRAMMETRIC LIGHTING PLAN WILL BE PROVIDED BY OTHERS TO INSURE LIGHTING GUIDELINES ARE MET.
- 4) BECAUSE OF THE PROXIMITY OF THE FLOOD PLATE IT IS PROPOSED THAT THE DEVELOPER MAKE A PAYMENT IN LIEU OF DETENTION CONSTRUCTION.

### LEGEND

- = EXISTING IRON PIN EXCEPT AS NOTED
- ⊗ = CROSSCUT IN CONCRETE
- ⊕ = TELEPHONE RISER
- ⊖ = POWER POLE
- ⊙ = BENCHMARK
- ⊛ = ANCHOR
- ⊚ = LIGHT POLE
- ⊗ = WATER METER
- ⊕ = FIRE HYDRANT
- ⊖ = SEWER MANHOLE
- ⊙ = DECIDUOUS TREE
- ⊚ = SHRUB/PLANTING
- = SURFACE WATER FLOWLINE
- = PROPOSED DRAINAGE SWALE
- E = ELECTRIC LINE
- S = SANITARY SEWER LINE
- G = GAS LINE
- W = 6" WATER LINE
- ▨ = ASPHALT
- ▩ = CONCRETE
- ▧ = BUFFER ZONE
- ▦ = FLOODZONE AE

**ZONING**  
 GR (GENERAL RETAIL)

**PROPOSED LAND USE**  
 SELF-STORAGE SERVICE

**SOURCE OF TITLE**  
 BOOK 2012 PAGE 35801-12

**RESOURCE MATERIALS USED FOR BOUNDARY DETERMINATION**

- TOWNSHIP LINE FINAL PLAT
- SURVEY BY AMSINGER SURVEYING INC. DATED SEPTEMBER 30, 2012 REVISED ON JANUARY 28, 2013
- GRACE ADDITION FINAL PLAT
- SOUTH CREEK CENTER PHASE ONE FINAL PLAT DEEDS AS SHOWN

**OPEN SPACE**  
 0.12 ACRES  
 5,250 SQ. FT.

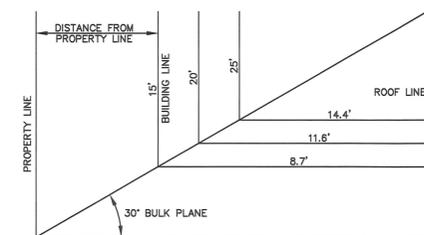
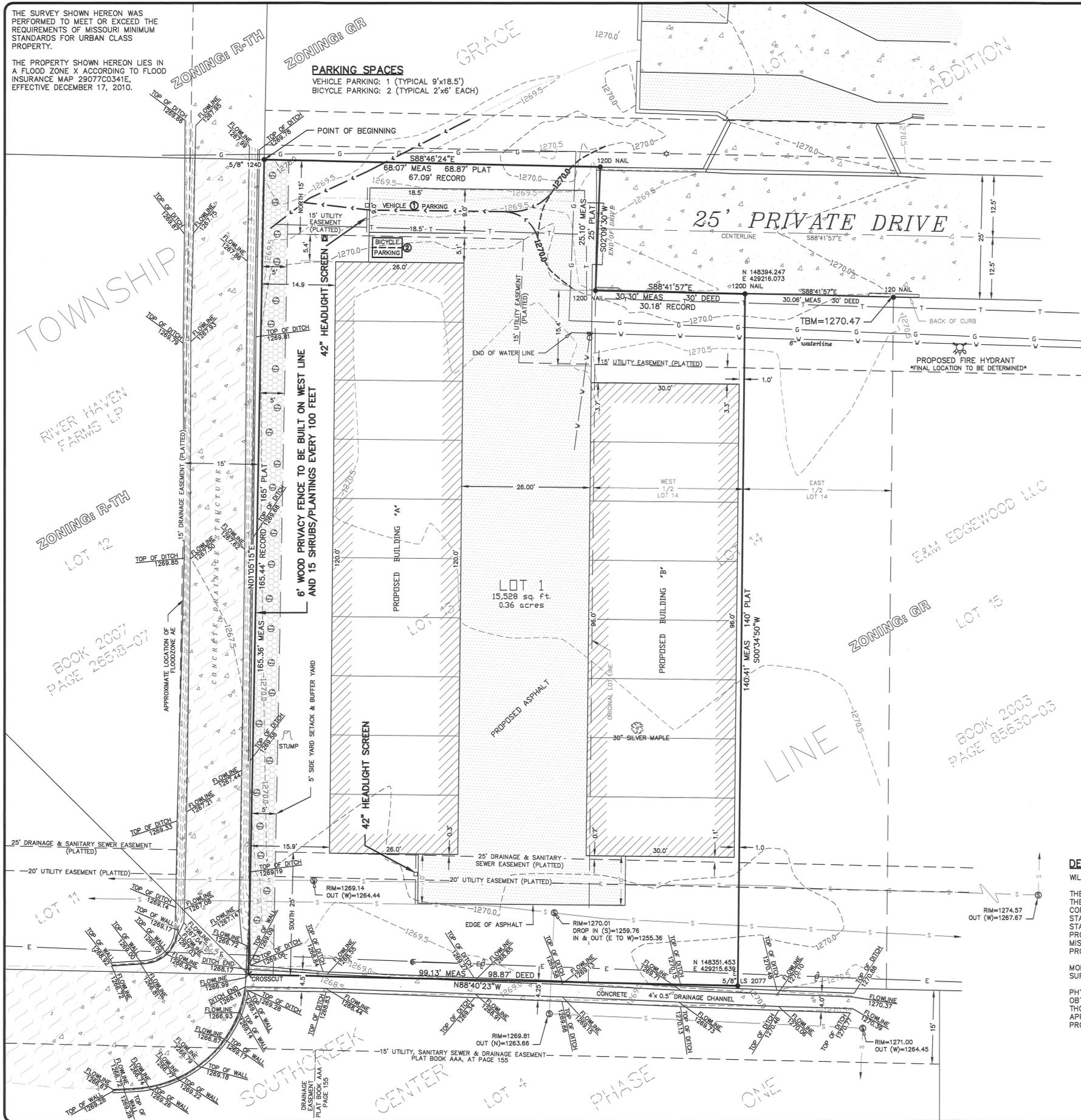
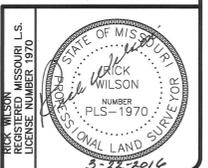
**TOTAL AREA**  
 0.36 ACRES  
 15,528 SQ. FT.

PREPARED BY  
**WILSON SURVEYING CO., INC.**

SURVEYING / ENGINEERING / LAND PLANNING  
 2012 S. STEWART AVENUE  
 Springfield, Missouri 65804  
 TELE: (417) 522-7870 FAX: (417) 522-7874  
 EMAIL: RICK.WILSON@WILSONSURVEYING.COM

DRAWING NO.: WD-104-944  
 JOB NO.: 14229  
 DRAWN BY: MSB  
 DATE: MARCH 22, 2016

WILSON SURVEYING CO., INC. L.C. 267D  
 BY RICK WILSON, P.L.S. 1970



### PROPERTY DESCRIPTION

LOT THIRTEEN (13) AND THE WEST ONE-HALF (W1/2) OF LOT FOURTEEN (14), TOWNSHIP LINE, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

### DECLARATION

WILSON SURVEYING CO. INC., HEREBY DECLARES TO MARK HUNTER:

THE INFORMATION CONTAINED HEREON IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED ABOVE, WHICH WAS PERFORMED TO THE BEST OF CORPORATE KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED FOR THE STATE OF MISSOURI BY THE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS; AND THE MISSOURI DEPARTMENT OF AGRICULTURE; AND BASED ON INFORMATION PROVIDED BY MARK HUNTER.

MONUMENTS AND PINS AS SET WERE PLACED UNDER MY PERSONAL SUPERVISION.

PHYSICAL EVIDENCE OF IMPROVEMENTS AS SHOWN IS FROM INFORMATION OBTAINED BY VISUAL INSPECTION OF THE PREMISES. EASEMENTS SHOWN ARE THOSE WRITTEN, PROVIDED, OR DISCOVERED AND MAY NOT BE ALL INCLUSIVE. APPARENT OWNERSHIPS AS SHOWN ARE THOSE BASED ON INFORMATION PROVIDED BY OTHERS AND DO NOT REPRESENT AN OPINION AS TO TITLE.

One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   24    
Filed:   04-26-16  

Sponsored by:   Burnett  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016- 097  

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the issuance of Conditional Use Permit No. 421 to allow a reduction of  
2 the front yard setback along Elm Street within an R-HD, High-Density  
3 Multi-Family residential District and UN, University Combining Overlay  
4 District, generally located at 1141 East Elm Street. (Staff and Planning  
5 and Zoning Commission recommend approval.)  
6 \_\_\_\_\_  
7

8 WHEREAS, by the authority of Section 36-363 of the Land Development Code of  
9 the City of Springfield, Missouri, the City Council may grant permits for certain types of  
10 uses in certain zoning districts; and  
11

12 WHEREAS, application has been made, and notice and hearings have been held  
13 as provided in Section 36-363 prior to the granting of such use permit, and the Planning  
14 and Zoning Commission has found the necessary conditions to exist; and  
15

16 WHEREAS, the City Council finds the following conditions to exist:  
17

- 18 1. The application is complete and does not contain or reveal violations of this  
19 provision or other applicable regulations which the applicant has failed or  
20 refused to supply or correct;  
21
- 22 2. The site plan meets the standards required by this Article or other applicable  
23 regulations with respect to such development or use;  
24
- 25 3. The proposed site plan does not interfere with easements, roadways, rail  
26 lines, utilities, and public or private rights-of-way;  
27
- 28 4. The proposed site plan does not destroy, damage, detrimentally modify or  
29 interfere with the enjoyment and function of significant natural topographic or  
30 physical features of the site;  
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- 32 5. The proposed site plan is not injurious or detrimental to the use and  
33 enjoyment of surrounding property;

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- 6. The circulation elements of the proposed site plan do not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interferences and inconveniences to vehicular and pedestrian travel;
- 7. The screening of the site provides adequate shielding for nearby uses which may be incompatible with the proposed use;
- 8. The proposed structures or landscaping are not lacking amenity in relation to, or are not incompatible with, nearby structures and uses;
- 9. The proposed site plan does not create drainage or erosion problems on or off the site; and

WHEREAS, the granting of such permit is deemed proper and beneficial to the welfare of the City of Springfield, Missouri.

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

Section 1 – Permission is hereby granted to use the tract of land generally located at 1141 East Elm Street, and more fully described in “Exhibit B,” which is attached hereto and incorporated herein as if copied verbatim, to permit a reduction of the front yard setback along Elm Street within an R-HD, High-Density Multi-Family residential District and UN, University Combining Overlay District,, generally located at 1141 East Elm Street on certain conditions in accordance with Section 36-363 of the Land Development Code of the City of Springfield, Missouri.

Section 2 – Such use shall be subject to the conditions set forth in the explanation and “Exhibit B-Attachment 2” to this ordinance, both of which are attached hereto and incorporated herein as if copied verbatim.

Section 3 – Building permits and certificates of occupancy may be issued by the proper authorities pursuant to the permission granted by this ordinance.

Section 4 – This permit shall be in full force and effect only so long as the use of said premises and any improvements thereon conform with the use herein granted and are in accordance with the application and plans herein approved and referred to, unless special exceptions shall have been granted by the Board of Adjustment, and any violation of the requirements of this ordinance may be grounds for the revocation of this permit by the City Council after a hearing before said City Council.

76 Passed at meeting: \_\_\_\_\_

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Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: *A. Charles T. Wieder*, Assistant City Attorney

Approved for Council action: *Lucy B. Smith*, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 097**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow a reduction of the front yard setback along Elm Street within an R-HD, High-Density Multi-Family Residential District and UN, University Combining Overlay District generally located at 1141 East Elm Street. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NO. 421

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this area as appropriate for medium- or high-density housing. This category promotes townhouses and various forms of apartment buildings. The subject property is within a University Combining District which permits dormitories, fraternities and sororities.

The City is requesting to reduce the front yard setback along Elm Street, a collector roadway, from twenty-five (25) feet to ten (10) feet. The reduced setback will allow the existing sorority building to be in conformance with the building setback requirements.

In 2010, City Council passed General Ordinance 5861 to allow a reduction in the front yard setback along collector and higher classification roadways with the approval of a Conditional Use Permit. A reduced setback brings activity to the street and an edge along the sidewalk that promotes pedestrian activity and safety. The proposed setback does not create any sight or safety issues for travelers on adjacent roadways.

City Council has approved other similar requests for reduced front yard setbacks near the MSU campus specifically along Elm, Kimbrough Avenue and Bear Boulevard. This would be consistent with the proposed setback reduction on the subject property.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers and transit corridors.

**FINDINGS FOR STAFF RECOMMENDATION:**

1. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this area as appropriate for medium- or high-density housing. This land use category would accommodate townhouses and various forms of apartment buildings.

2. Approval of this application will reduce the front yard setback along Elm Street which will allow the existing building to be located closer to the street to utilize more of the lot area for the development which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

CONDITIONS:

1. The regulations and standards listed on "Exhibit B-Attachment 3" shall govern and control the use and development of the land in Use Permit Number 421 in a manner consistent with the attached site plan "Exhibit B-Attachment 5."
2. The front yard setback along Elm Street may be reduced to ten (10) feet and the sorority building shall be permitted as it exists in substantial conformance with the attached site plan.

REMARKS:

The Planning and Zoning Commission held a public hearing on April 14, 2016, and recommended approval, by a vote of 7 to 0, of the proposed conditional use permit on the tract of land described on the attached sheet (see "Exhibit A," Record of Proceedings).

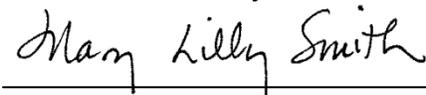
The Planning and Development staff recommends the application be approved with the following conditions (see the attached Zoning and Subdivision Report):

Submitted by:



Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

- Exhibit A, Record of Proceedings
- Exhibit B, Legal Description
- Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments  
Attachment 2, Requirements for Conditional Use Permit 421  
Attachment 3, Standards for Conditional Use Permits  
Attachment 4, Affidavit of Neighborhood Notification and Meeting Summary  
Attachment 5, Site Plan & Elevations

**Exhibit A**

**RECORD OF PROCEEDINGS  
Planning and Zoning Commission April 14, 2016**

Conditional Use Permit 421  
1141 East Elm Street  
**Applicant:** City of Springfield

Mr. Hosmer states that this is a request to allow a reduction of the front yard setback along Elm Street within an R-HD, High-Density Multi-Family Residential District and UN, University Combining Overlay District generally located at 1141 East Elm Street.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this area as appropriate for medium- or high-density housing. The property is within a University Combining District which permits dormitories, fraternities and sororities. The City is requesting to reduce the front yard setback along Elm Street, a collector roadway, from twenty-five (25) feet to ten (10) feet. The reduced setback will allow the existing sorority building to be in conformance with the building setback requirements. A reduced setback brings activity to the street and an edge along the sidewalk that promotes pedestrian activity and safety. The proposed setback does not create any sight or safety issues for travelers on adjacent roadways. City Council has approved other similar requests for reduced front yard setbacks near the MSU campus specifically along Elm, Kimbrough Avenue and Bear Boulevard.

Development of this site will comply with all of the requirements of the Zoning Ordinance for the R-HD, High-Density Multi-Family Residential and UN, University Combining District other than the change to the setback being requested with this application. All requirements for parking, open space, buffer yards and height will be met with the development of this property. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363(10) of the Zoning Ordinance. Staff recommends approval.

Mr. Doennig asked about the setback lines.

Mr. Hosmer stated that the City has building setbacks and to be consistent along with right-of-way. A lot of the setbacks along Kimbrough Avenue are at 10 to 15 feet.

Mr. Baird asked about the standards for conditional use permits and if they are proposing a new building or is the setback just changing for their existing facility.

Mr. Hosmer stated that this building has already been constructed and is not currently in compliance. The conditional use permit will bring the building into compliance by allowing the second story porch.

Mr. Doennig questioned whether they had approved a previous type of variance for the same builder and wondered if the problem was lack of understanding with the City staff.

Mr. Hosmer stated that the City did look at this incorrectly as far as interpretation of the code.

Mr. Doennig opened the public hearing.

No speaker spoke.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Mr. Cline motions that we approve the Conditional Use Permit 421 (1141 East Elm Street). Mr. Baird seconded the motion. The motion **carried** as follows: Ayes: Doennig, Baird, Shuler, Cline, Rose, Edwards, and Cox. Nays: None. Abstain: None. Absent: Ray



---

Bob Hosmer, AICP  
Principal Planner

**Exhibit B**

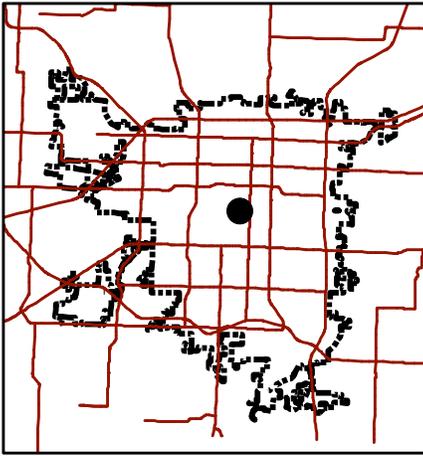
LEGAL DESCRIPTION  
CONDITIONAL USE PERMIT 421

THAT CERTAIN PARCEL OR TRACT OF LAND COMPRISING OF LOTS 11, 12 AND A PORTION OF LOT 13 OF HUTLER'S SUBDIVISION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND A PORTION OF LOT 6 OF HORINE'S ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE, S02°21'11"W, ALONG THE WEST RIGHT-OF-WAY LINE OF FLORENCE AVENUE, A DISTANCE OF 149.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE, N88°03'45"W, ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 119.57 FEET; THENCE, N01°56'15"E, A DISTANCE OF 40.00 FEET; THENCE, S88°01'00"E, A DISTANCE OF 13.00 FEET; THENCE, N02°20'13"E, A DISTANCE OF 110.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ELM STREET; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: THENCE, S88°13'35"E, A DISTANCE OF 57.00 FEET; THENCE, S87°12'52"E, A DISTANCE OF 49.90 FEET TO THE POINT OF COMMENCEMENT. CONTAINING 16,539.7 SQUARE FEET, (0.38 ACRES) MORE OR LESS.

# Development Review Staff Report

Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802



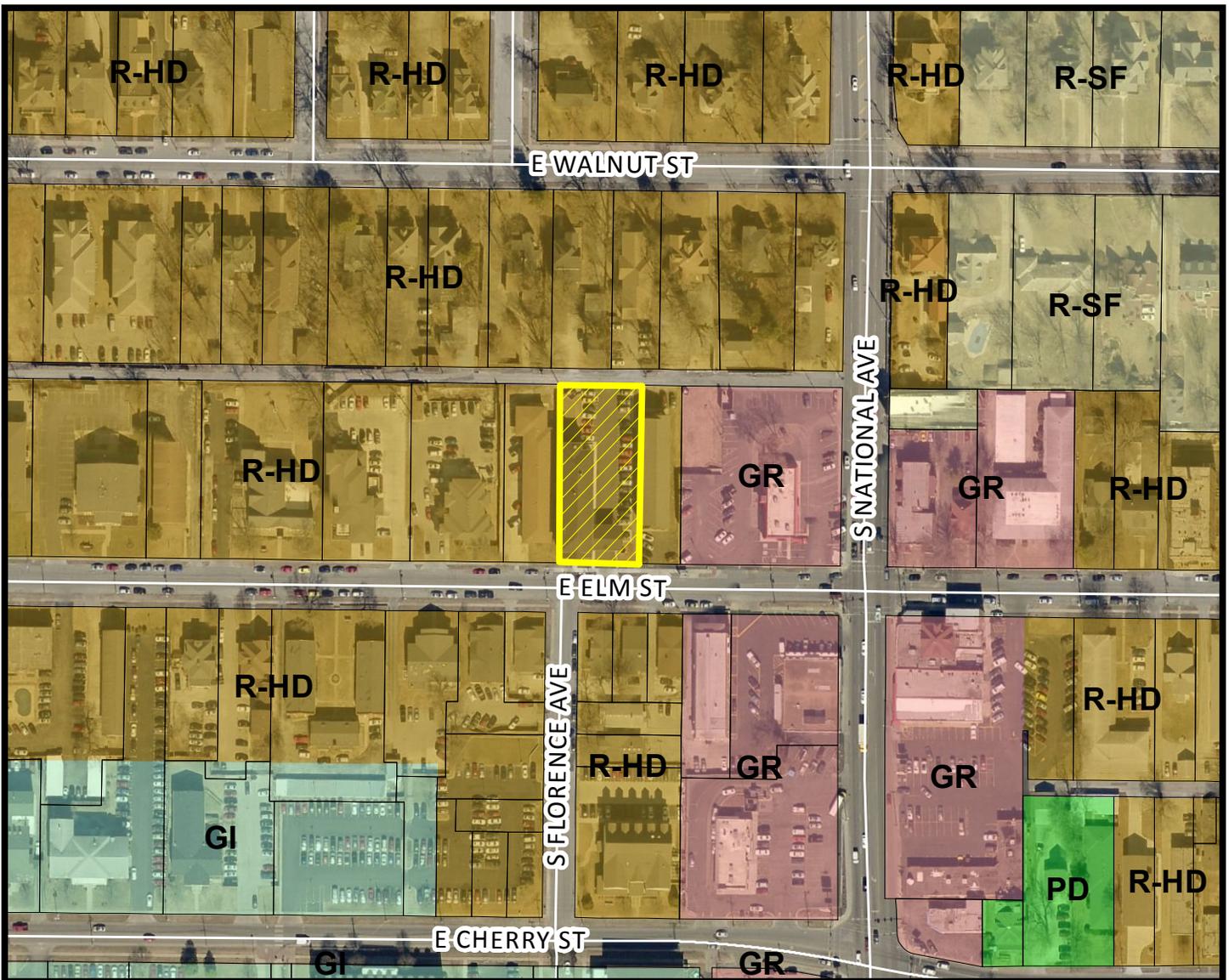
## Use Permit 421

LOCATION: 1141 East Elm Street

CURRENT ZONING: R-HD, High-Density Multi-Family Residential District with UN Overlay

PROPOSED USE: To reduce front yard setback

### LOCATION SKETCH



- Area of Proposal



1 inch = 200 feet

DEVELOPMENT REVIEW STAFF REPORT  
CONDITIONAL USE PERMIT 421

PURPOSE: To allow a reduction of the front yard setback along Elm Street within an R-HD, High-Density Multi-Family Residential District and UN, University Combining Overlay District generally located at 1141 East Elm Street

REPORT DATE: March 23, 2016

LOCATION: 1141 E. Elm St.

APPLICANT: Lantz Housing, LLC

TRACT SIZE: Approximately 0.38 acres

EXISTING USE: Sorority housing

PROPOSED USE: Reduce front yard setback to permit existing building

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for medium- or high-density housing. This land use category would accommodate townhouses and various forms of apartment buildings.
2. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

RECOMMENDATION:

Staff recommends approval of this request with the following conditions:

1. The regulations and standards listed on Attachment 3 shall govern and control the use and development of the land in Use Permit Number 421 in a manner consistent with the attached site plan (Attachment 5).
2. The front yard setback along Elm Street may be reduced to ten (10) feet and the sorority building shall be permitted as it exists in substantial conformance with the attached site plan.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	R-HD w/ UCD #1	Office & multi-family residential uses
East	R-HD w/ UN	Multi-family apartments
South	R-UN w/ UN	Multi-family residential uses
West	R-HD w/ UN	Multi-family apartments

ZONING ORDINANCE REQUIREMENTS:

1. 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. In granting a conditional use, the Planning and Zoning Commission may recommend, and the City Council may impose such conditions, safeguards and restrictions upon the premises benefited by the conditional use as may be necessary to comply with the standards set out in the Zoning Ordinance to avoid, or minimize, or mitigate any potentially adverse or injurious effect of such conditional uses upon other property in the neighborhood. The general standards for conditional use permits are listed in Attachment 3.
2. No conditional use permit shall be valid for a period longer than 18 months from the date City Council grants the conditional use permit, unless within this 18 months:
  - a. A building permit is obtained and the erection or alteration of a structure is started; or
  - b. An occupancy permit is obtained and the conditional use is begun.

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for medium- or high-density housing. This category promotes townhouses and various forms of apartment buildings which have been located where there is good traffic access between Low-Density Housing and non-residential land uses and at high-amenity locations.

STAFF COMMENTS:

1. The applicant is requesting to reduce the front yard setback along Elm Street, a collector roadway, from twenty-five (25) feet to ten (10) feet. The reduced setback will allow the existing sorority building to be in conformance with the

building setback requirements. In 2010, City Council passed General Ordinance 5861 to allow a reduction in the front yard setback along collector and higher classification roadways with the approval of a Conditional Use Permit. A reduced setback brings activity to the street and an edge along the sidewalk that promotes pedestrian activity and safety. The proposed setback does not create any sight or safety issues for travelers on adjacent roadways.

2. City Council has approved other similar requests for reduced front yard setbacks near the MSU campus specifically along Elm, Kimbrough Avenue and Bear Boulevard.
3. Development of this site will comply with all of the requirements of the Zoning Ordinance for the R-HD, High-Density Multi-Family Residential and UN, University Combining District other than the change to the setback being requested with this application. All requirements for parking, open space, bufferyards and height will be met with the development of this property.
4. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363(10) of the Zoning Ordinance. Any development of this property must also follow the R-HD and UN District requirements.
5. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

#### NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on March 10, 2016, regarding the request for a conditional use permit. A summary of the meeting is attached (Attachment 4).

#### PUBLIC COMMENTS:

The property was posted by the applicant on March 10, 2016 at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 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. Seventeen (17) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

#### CITY COUNCIL PUBLIC HEARING:

May 2, 2016

STAFF CONTACT PERSON:

Daniel Neal  
Senior Planner  
864-1036

ATTACHMENT 1  
DEPARTMENT COMMENTS  
CONDITIONAL USE PERMIT 421

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with the Conditional Use Permit.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

No traffic issues with the reduced setback.

STORMWATER COMMENTS:

No stormwater issues with reduced setback.

CLEAN WATER SERVICES COMMENTS:

No impact on public sewer.

CITY UTILITIES:

No objections with Conditional Use Permit.

FIRE DEPARTMENT:

No comments.

ATTACHMENT 2  
REQUIREMENTS FOR CONDITIONAL USE PERMIT 421

1. The front yard setback along Elm Street may be reduced to ten (10) feet and the sorority building shall be permitted as it exists in substantial conformance with Attachment 5.
2. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

ATTACHMENT 3  
STANDARDS FOR CONDITIONAL USE PERMITS  
CONDITIONAL USE PERMIT 421

An application for a conditional use permit shall be granted only if evidence is presented which establishes the following: (see attached Attachment 5 for the applicant's response)

1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan;

RESPONSE: Yes, the existing use and setback are consistent with the City's Master Plan.

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;

RESPONSE: This is correct, the building and site will remain as it exists.

3. The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control;

RESPONSE: This is correct, the building and site will remain as it exists.

4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage;

RESPONSE: This is correct, the building and site will remain as it exists.

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;

RESPONSE: This is correct, the building and site will remain as it exists.

6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent possible such lights will be visible from any residential district, measures to shield or direct such lights so as to eliminate or mitigate such glare as proposed;

RESPONSE: This is correct, the building and site will remain as it exists.

7. The location, lighting and type of signs and the relationship of signs to traffic control is appropriate for the site;

RESPONSE: This is correct, the building and site will remain as it exists.

8. Such signs will not have an adverse effect on any adjacent properties;  
RESPONSE: This is correct, the building and site will remain as it exists.
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;  
RESPONSE: This is correct, the building and site will remain as it exists.
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.  
RESPONSE: This is correct, the building and site will remain as it exists.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to:
- a. The location, nature and height of buildings, structures, walls and fences on the site; and
  - b. The nature and extent of landscaping and screening on the site;
- RESPONSE: This is correct, the building and site will remain as it exists.
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;  
RESPONSE: This is correct, the building and site will remain as it exists.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance;  
RESPONSE: This is correct, the building and site will remain as it exists.
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;

RESPONSE: This is correct, the building and site will remain as it exists.

15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public;

RESPONSE: This is correct, the building and site will remain as it exists.

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.

RESPONSE: This is correct, the building and site will remain as it exists.

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.

RESPONSE: This is correct, the building and site will remain as it exists.

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.

RESPONSE: This is correct, the building and site will remain as it exists.

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;

RESPONSE: This is correct, the building and site will remain as it exists.

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, and;

RESPONSE: This is correct, the building and site will remain as it exists.

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.

RESPONSE: This is correct, the building and site will remain as it exists.

**AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY**

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- 1. Conditional Use Permit to: reduce the front yard building setback
- 2. Meeting Date & Time: Thursday, March 10<sup>th</sup> from 4-6:30
- 3. Meeting Location: 1141 E. Elm, Gamma Phi Beta Sorority House
- 4. Number of invitations that were sent: 104
- 5. How was the mailing list generated: City of Springfield
- 6. Number of neighbors in attendance (attach a sign-in sheet): None

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.)

None

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

None

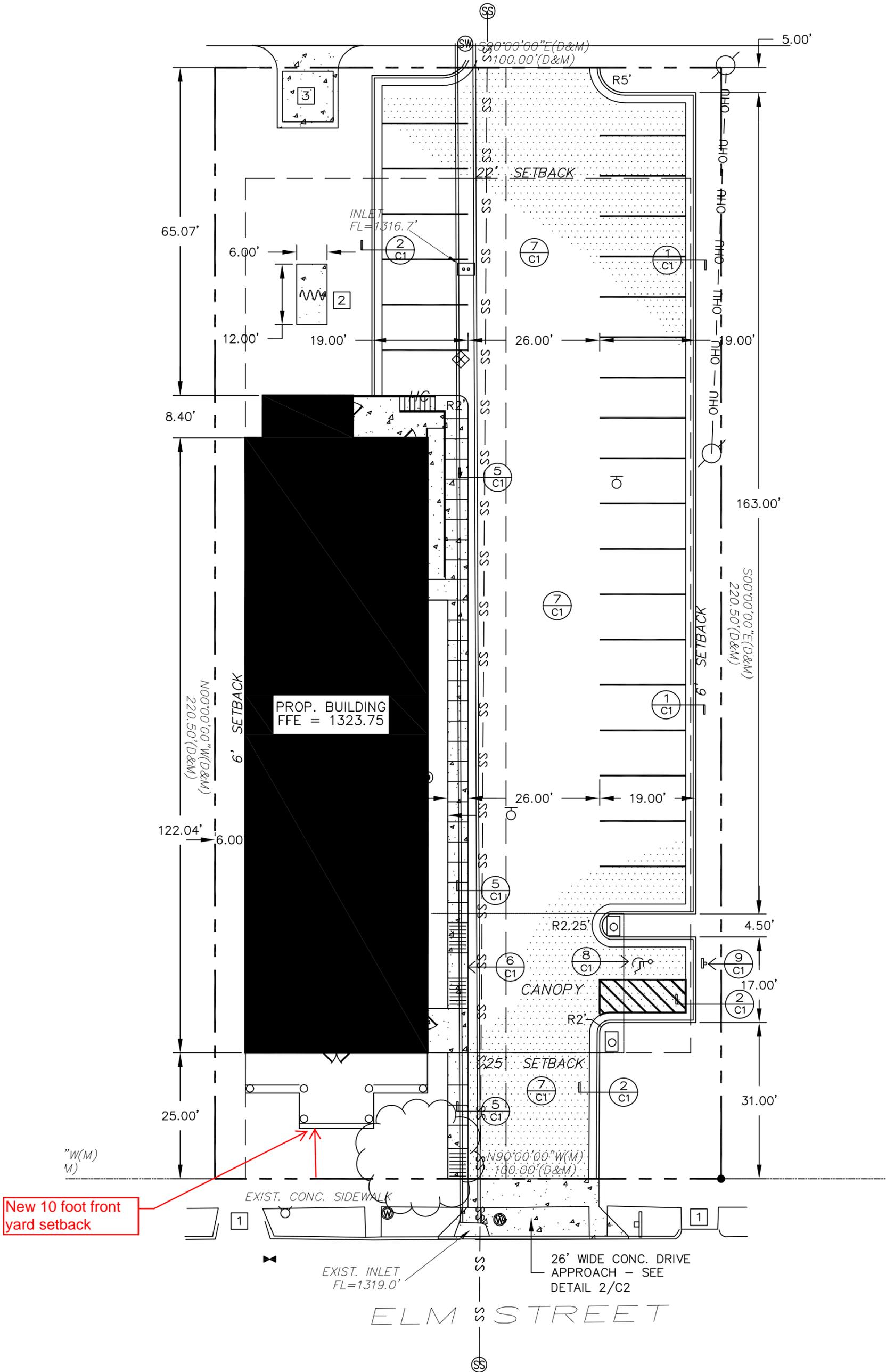
I, Daniel Neal (*print name*), attest that the neighborhood meeting was held on March, 10, 2016 (*month/date/year*), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

  
*Signature of person completing affidavit*

Daniel Neal  
*Printed name of person completing affidavit*

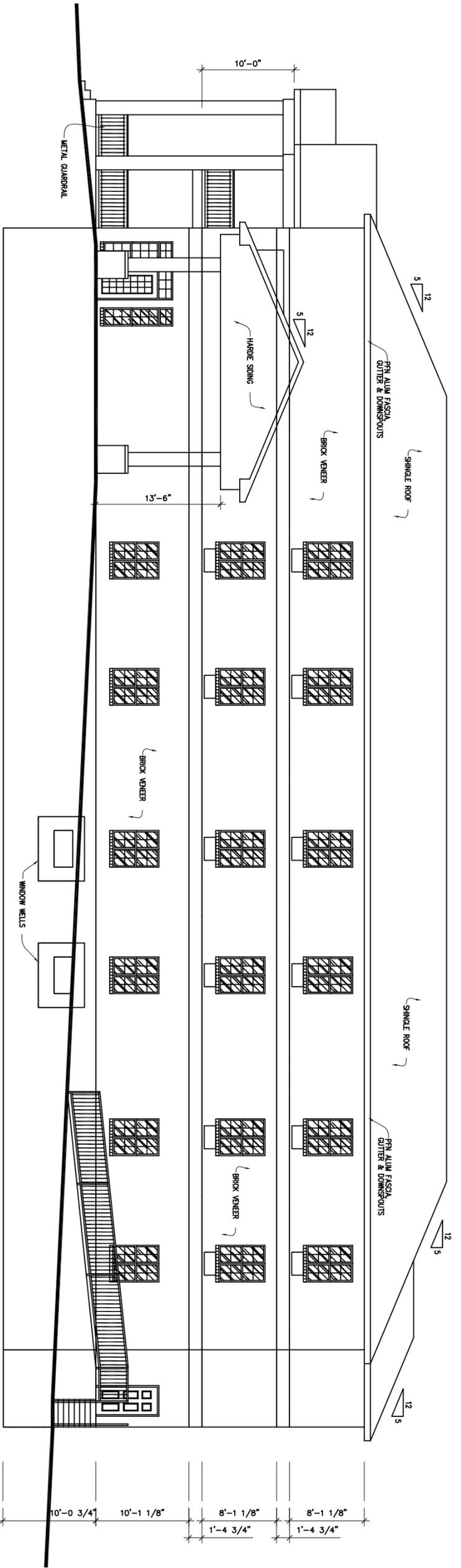


ALLEYWAY

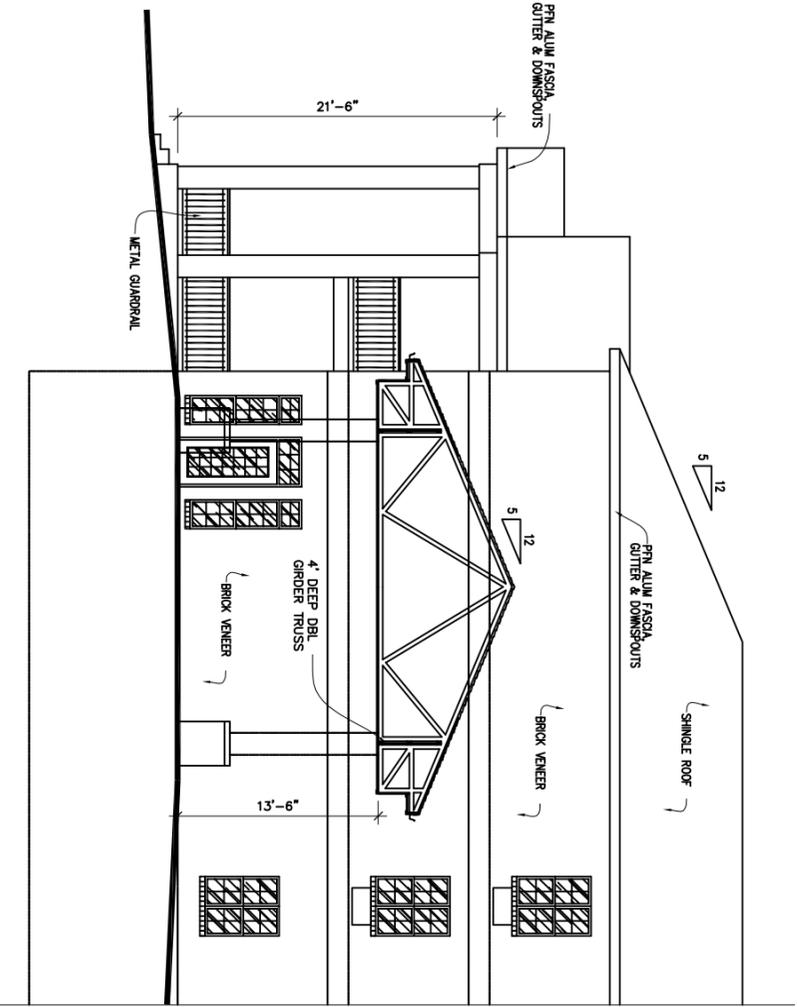


SITE PLAN

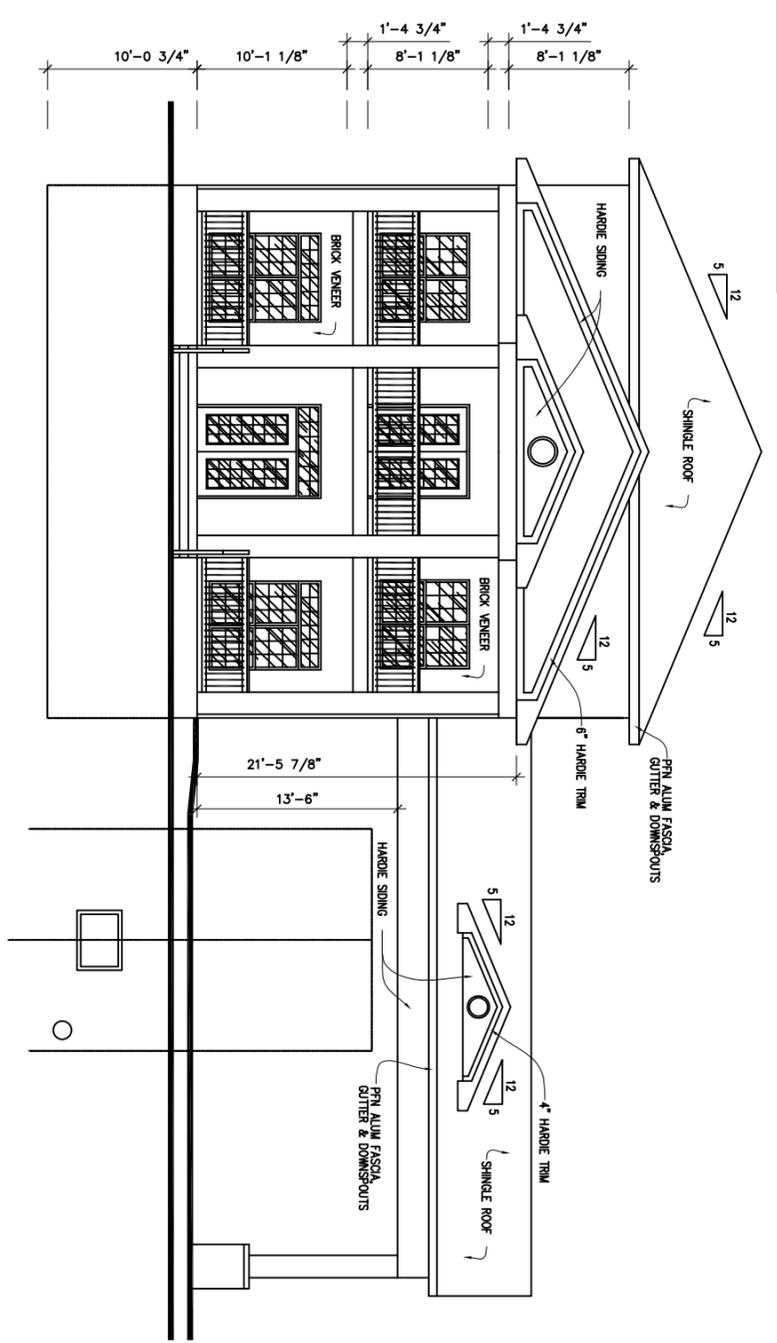
SCALE: 1"=20'



1 RIGHT (SIDE) ELEVATION  
SCALE: 1/8" = 1'-0"



2 RIGHT (SIDE) ELEVATION  
SCALE: 1/8" = 1'-0"



3 FRONT ELEVATION  
SCALE: 1/8" = 1'-0"

Sorority House  
Springfield, MO

1141 E Elm St

One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   16    
Filed:   04-26-16  

Sponsored by:   Fisk  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016- 098  

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 APPROVING the mapping of the East West Arterial, generally located between US  
2 Highway 65 and Riverbluff Boulevard to Kissick Avenue, pursuant to  
3 Section 11.10 of the City Charter of the City of Springfield, Missouri, in  
4 order to preserve right-of-way for future public street improvements.  
5 (Planning and Zoning Commission recommends approval. Staff request  
6 that this item be remanded to Planning and Zoning Commission to  
7 consider a review of the mapping if the road is not constructed in five  
8 years and to clarify that the mapping only pertains to right-of-way  
9 segments within the existing Springfield city limits.)  
10 \_\_\_\_\_  
11

12 WHEREAS, the East West Arterial was identified as a future primary arterial in  
13 the Springfield-Greene County Comprehensive Plan Transportation Plan Element which  
14 was adopted June 11, 2001 and amended April 4, 2016; and  
15

16 WHEREAS, the Planning and Zoning Commission (Commission) of the City of  
17 Springfield, Missouri, has surveyed and established the exact locations for right-of-way  
18 lines of an area within the City of Springfield to be known as the East West Arterial; and  
19

20 WHEREAS, the Commission has caused the location and lines of such area to  
21 be located upon a plat, attached hereto and incorporated herein by reference as "Exhibit  
22 B;" and  
23

24 WHEREAS, the Commission has certified to the City Council the aforementioned  
25 plat and the location of said right-of-way lines as shown on "Exhibit C-Attachment 3,"  
26 attached hereto and incorporated by reference; and  
27

28 WHEREAS, proper notice has been given that this ordinance, adopting the plat  
29 showing the location of and mapping the future street generally located between US  
30 Highway 65 and Riverbluff Boulevard to Kissick Avenue, would be considered on May  
31 2nd and May 16th, 2016 before final passage, as required by Section 10.10 of the  
32 Charter of the City of Springfield, Missouri; and

33 WHEREAS, the City Council has considered the plat and street locations as  
34 submitted to it and has heard discussion on said plat.  
35

36 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
37 SPRINGFIELD, MISSOURI, as follows, that:  
38

39 Section 1 – The plat of the East West Arterial between US Highway 65 and  
40 Riverbluff Boulevard to Kissick Avenue, as submitted by the Commission, is hereby  
41 accepted and adopted by the City Council, as more specifically shown on the plat and  
42 contained within the legal descriptions of such right-of-way lines, and which are  
43 attached hereto, respectively, as "Exhibit B" and "Exhibit C-Attachment 3" and are also  
44 on file in the office of the City Clerk. The East West Arterial, as shown on said plat, is  
45 hereby mapped, as provided by Section 11.10 of the Charter of the City of Springfield,  
46 Missouri.  
47

48 Section 2 – The City Clerk of the City of Springfield, Missouri shall cause the  
49 certified copy of the plat, submitted to the Council by the Commission, to be filed in their  
50 office; and the same shall constitute the official copy of the plat of the planned East  
51 West Arterial.  
52

53 Section 3 - Construction of the East West Arterial shall be driven by development  
54 in the area.  
55

56 Section 4 - This ordinance shall be in full force and effect from and after passage.  
57

58 Passed at meeting: \_\_\_\_\_  
59

60 \_\_\_\_\_  
61 Mayor

62 Attest: \_\_\_\_\_, City Clerk  
63

64 Filed as Ordinance: \_\_\_\_\_  
65

66 Approved as to form: Richard J. Wiedner, Assistant City Attorney  
67

68 Approved for Council action: Greg Bunt, City Manager  
69

**EXPLANATION TO COUNCIL BILL NO: 2016- 098**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to approve East West Arterial mapping between US Highway 65/ Riverbluff Boulevard to Kissick Avenue, pursuant to Section 11.10 of the City Charter of the City of Springfield, Missouri. (Planning and Zoning Commission and Staff recommend approval).

BACKGROUND INFORMATION: EAST WEST ARTERIAL MAPPING

The City Charter (section 11.10) gives the Planning and Zoning Commission the ability to make surveys for the exact location of new streets that have been previously included in the Major Thoroughfare Plan. When Commission certifies to the City Council that they have made such a survey; the city may by ordinance map the subject street on the official street map.

The general location of the East-West Arterial was identified as a future primary arterial in the City of Springfield-Greene County Comprehensive Plan Transportation Plan Element, which was adopted on June 11, 2001 and amended on April 4, 2016.

A more detailed survey has been completed showing the exact alignment of the East West Arterial corridor "Exhibit C-Attachments 1, 2 and 3." The timing of the street will depend on the development of the area.

The City council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map.

RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on April 14, 2016, and recommended approval, by a vote of 5 to 1, to approve the East West Arterial Mapping as described in "Exhibit B."

REMARKS:

The Planning and Development Staff recommends approval of the Official Zoning Map.

Submitted by:

  
Bob Hosmer, AICP Principal Planner

Approved by:



Mary Lilly Smith, Director



Greg Burris, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Legal Description

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Background Report

Attachment 2, Legal Description

Attachment 3, Mapped Legal Description

## Exhibit A

### RECORD OF PROCEEDINGS Planning and Zoning Commission April 14, 2016

East West Arterial Mapping  
Evans Road and US Highway 65  
**Applicant:** City of Springfield

Mr. Doennig states that he has conflict of interest on the East West Arterial Mapping (Evans Road and US Highway 65) and will need to recuse himself and appoint a temporary chair and he nominated Commissioner Baird. Mr. Cline seconded the motion. The motion **carried** as follows: Ayes: Baird, Shuler, Cline, Rose, Edwards, and Cox. Nays: None. Abstain: Doennig. Absent: Ray

Mr. Hosmer states that this a request to approve the East West Arterial Mapping from U.S. Highway 65 and Riverbluff Boulevard to Kissick Avenue (Farm Road 169). The City Charter (section 11.11) gives the Planning and Zoning Commission the ability to make surveys for the exact location of new streets that have been previously included in the Major Thoroughfare Plan. When Commission certifies to the City Council that they have made such a survey; the City may by ordinance map the subject street on the official street map. The general location of the East-West Arterial was identified as a future primary arterial in the City of Springfield-Greene County Comprehensive Plan Transportation Plan Element which was adopted on June 11, 2001 and updated March 3, 2016. The City Planning and Zoning Commission approved the preparation of preliminary designs for the alignment of the East West Arterial at their meeting on June 4, 2015.

A more detailed survey has been completed showing the exact alignment of the East-West Arterial corridor (Attachment 2 and 3). The timing of the street will depend on the development in the area. The adoption of a mapped street shall not, in and of itself, constitute or be deemed to constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes. The City Council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map.

The public can view the exact alignment plans in the City of Springfield Public Works Department. Staff recommends approval.

Commission members asked if there was a public hearing or a public notice and if there have been inquiries and what interactions were done with the current landowners.

Mr. Hosmer states that there was notification and that there have been a few inquiries, but no objections to the plan. He also stated that inquires have been on the general location and how it was going to be funded, built and the timeline.

Mr. Baird opened the public hearing.

Mr. Topper Glass, 4922 S. Clay Court representing Steve Hartley and family who own a portion of the property (15 acre tract) that is affected by the mapping. Asked about the affect of the mapping on future use of the property and noted that the City cannot commit or know when the arterial would start or be completed. He asked who would be responsible to cancel the project if the construction would not take

place in the foreseeable future and stated that without a foreseeable timeline it encumbers the property and places restrictions on the owner. He also asked about the arterial being moved south as opposed to the original path.

Mr. Hosmer stated that the old alignment of the centerline was adopted in 2001 and stated that the new alignment was adopted at the last meeting on March 3, 2016 and shows an exact survey of the location with the Major Thoroughfare Plan.

Staff stated that the commission adopted the current Transportation Plan on March 3, 2016 and a survey was completed showing the alignment and a change in the design of the road was due to engineering of a multi-million dollar creek crossing. To cancel the project (or un-map the road) or change the current proposed location would require an action from City Council. The East West Arterial is part of future growth and will eventually connect from Highway 65 to Campbell Avenue providing a corridor for Southern Greene County.

Mr. Baird closed the public hearing.

Commission members asked what is the City's obligation to the landowner for compensation.

Staff noted that the City will pay for the right-of-way when ready to build, but there is no immediate compensation. However, the City will do market studies at the time of the building, employ real estate professionals and get a fair market value and make the owners an offer.

Mr. Baird had concerns regarding the arterial's new location versus the old location and how it will affect the current landowners.

Mr. Edwards stated that he appreciates the need to plan, however feels that there should be a better process and hopes that City Council notes that inaction is irresponsible on behalf of the City and if the City wishes to encumber this property they have a responsibility to move forward to the landowners. He states that long-term planning is important, however needs to have action ready when a decision is made and not to leave citizens in limbo.

Commission members asked about the landowner notification and expressed concerns regarding any future plans that were approved at the March 3, 2016 meeting and what is the difference since it has been surveyed.

Mr. Hosmer stated that there has been 2 public meetings as well letters sent, newspaper notifications and that the commission approved the Major Thoroughfare Plan Map Amendment which had 37 changes at various locations throughout the City of Springfield.

Dawne Gardner, Public Works Traffic Engineer noted that the East West Arterial is not a new road; it has been on the Major Thoroughfare Plan since 2001. What was presented at the March 3, 2016 was a five year update to the Major Thoroughfare Plan with changes. The East West Arterial corridor is a project that needed more than just a line on a map because it was surveyed long before the Major Thoroughfare Plan was adopted last month. The City needed to know more of where it should exactly be located in case of development and with it being an arterial it became more critical that the City do a detailed survey so the City knows exactly where it is going to be placed.

Mr. Edwards motions that we approve the East West Arterial Mapping (Evans Road and US Highway 65). Ms. Cox seconded the motion. The motion **carried** as follows: Ayes: Baird, Shuler, Cline, Rose, and

Edwards. Nays: Cox. Abstain: None. Absent: Ray

A handwritten signature in black ink, appearing to read 'Bob Hosmer', written in a cursive style.

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Bob Hosmer, AICP  
Principal Planner

**Exhibit B**

**LEGAL DESCRIPTION  
EAST WEST ARTERIAL MAPPING**

The description of the surveyed centerline of East West Arterial (also known as Riverbluff Boulevard), from Station 131+07.28 (a point west of Kissick Avenue) to Station 189+41.59 (the intersection of Southwood Avenue) as shown on the:

Mapping Plan  
for  
East West Arterial  
City of Springfield, Greene County, Missouri

On file with the City of Springfield Public Works Department, file #2016PW0009T and described as follows:

COMMENCING at a found iron pin at the Northeast corner of the Southwest Quarter of Section 29, Township 28 North, Range 21 West, Greene County, Missouri; thence North 86 Degrees 54 Minutes 37 Seconds West along the North line of said Quarter, a distance of 496.80 feet to a point in the same; thence departing said North line South 03 Degrees 05 Minutes 23 Seconds West, a distance of 883.49 feet to centerline station 131+07.28 for a POINT OF BEGINNING of centerline; thence South 88 Degrees 24 Minutes 23 Seconds East, a distance of 617.52 feet to centerline P.C. station 137+24.80; thence Southeastwardly along a curve to the right having a Radius of 1,050.00 feet, an Included Angle of 20 Degrees 26 Minutes 47 Seconds, a distance of 374.71 feet to centerline P.T. station 140+99.51; thence South 67 Degrees 57 Minutes 35 Seconds East, a distance of 883.75 feet to centerline P.C. station 149+83.26; thence Southeastwardly on a curve to the left having a Radius of 1,050.00 feet, an Included Angle of 50 Degrees 59 Minutes 02 Seconds, a distance of 934.32 feet to centerline P.T. station 159+17.58; thence North 61 Degrees 03 Minutes 23 Seconds East, a distance of 1,570.79 feet to centerline P.C. station 174+88.37; thence Northeastwardly on a curve to the right having a Radius of 1,900.00 feet, an Included Angle of 26 Degrees 47 Minutes 08 Seconds, a distance of 888.24 feet to centerline P.T. station 183+76.61; thence North 87 Degrees 50 Minutes 30 Seconds East, a distance of 564.98 feet to the intersection of the centerline of Southwood Avenue at station 189+41.59 and the POINT OF TERMINATION.

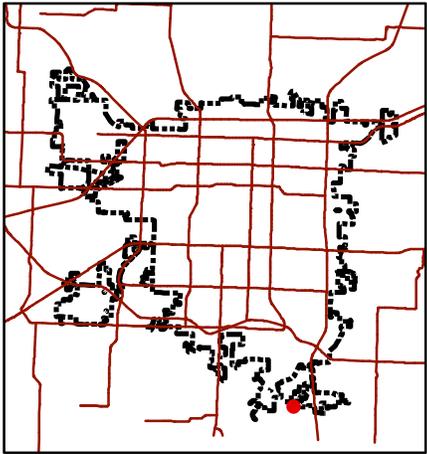
Right of way widths, slope easements, and other appurtenances are as shown on plan #2016PW0009T which is made a part of this description by reference

# Development Review Staff Report

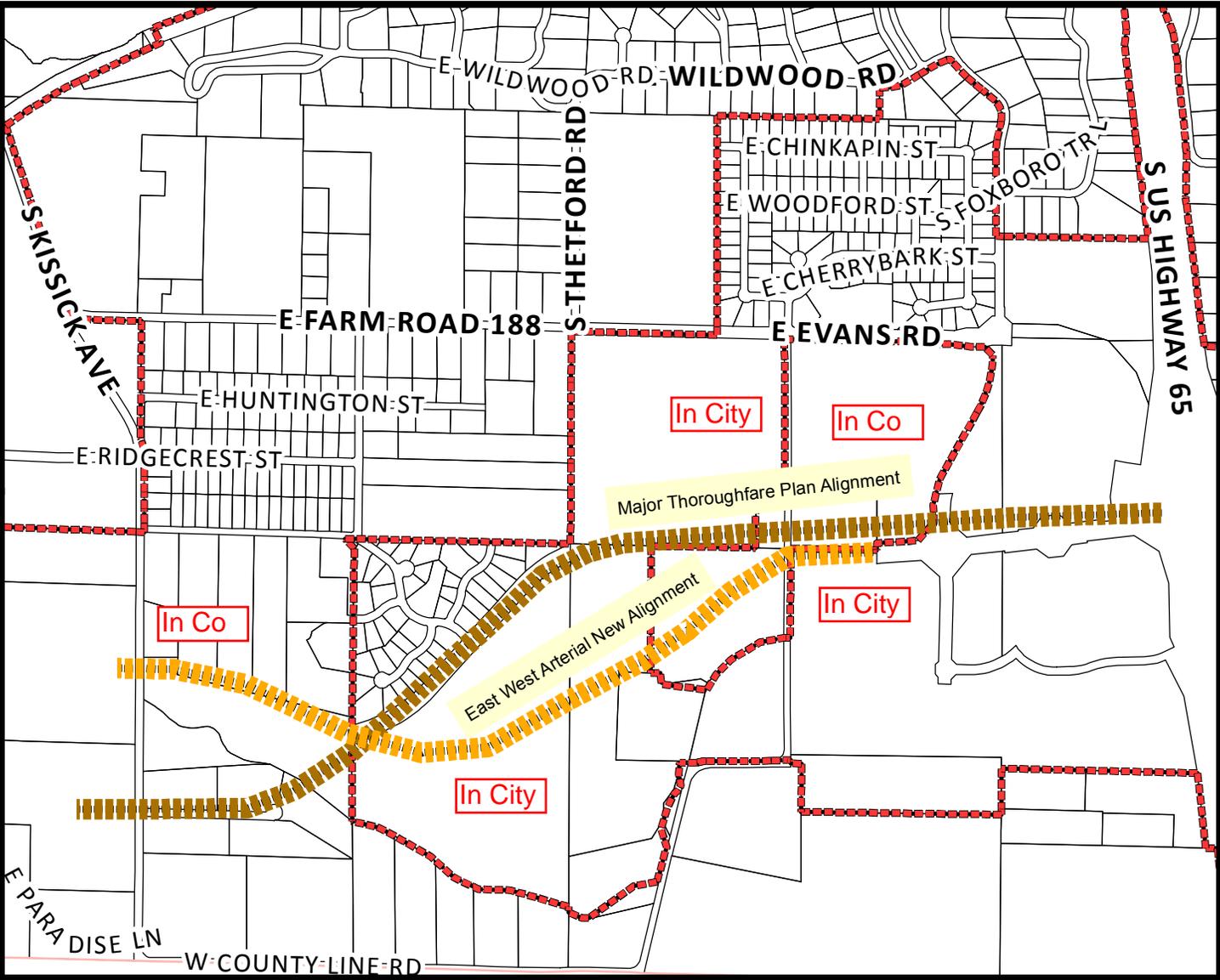
Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802

## East West Arterial Mapping

LOCATION: US Highway 65/ Riverbluff Blvd to Kissick Ave  
CURRENT ZONING: NA  
PROPOSED ZONING: NA



LOCATION SKETCH



 - Area of Proposal



1 inch = 1,000 feet

DEVELOPMENT REVIEW STAFF REPORT  
EAST WEST ATERIAL MAPPING

DATE: March 16, 2016

LOCATION: US Highway 65 and Riverbluff Boulevard to Kissick Avenue  
(Farm Road 169)

APPLICANT: City of Springfield

EXISTING USE: Agricultural uses, single family residential and undeveloped  
vacant land

RECOMMENDATION: The request be **approved**.

PURPOSE:

1. To approve the mapping of the East West Arterial alignment located between US Highway 65 and Riverbluff Boulevard to Kissick Avenue (Farm Road 169).

FINDINGS:

1. The City Charter (section 11.11) gives the Planning and Zoning Commission the ability to make surveys for the exact location of new streets that have been previously included in the Major Thoroughfare Plan. When Commission certifies to the City Council that they have made such a survey; the City may by ordinance map the subject street on the official street map.
2. The East West Arterial is generally located between US Highway 65/ Riverbluff Boulevard on the east and Kissick Avenue/ Farm Road 169 on the west.
3. The general location of the East West Arterial was identified as a future primary arterial in the City of Springfield-Greene County Comprehensive Plan Transportation Plan Element which was adopted on June 11, 2001.
4. The City Planning and Zoning Commission approved the preparation of preliminary designs for the alignment of the East West Arterial at their meeting on June 4, 2015.
5. A more detailed survey has been completed showing the exact alignment of the East West Arterial corridor (Attachment 2 and 3). The timing of the street will depend on the development in the area.

6. The adoption of a mapped street shall not, in and of itself, constitute or be deemed to constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes.
7. The City Council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map.
8. The public can view the exact alignment plans in the City of Springfield Public Works Department, file #2016PW0009T.

ATTACHMENT 1  
BACKGROUND REPORT  
EAST WEST ARTERIAL MAPPING

APPLICANT'S PROPOSAL:

The City of Springfield proposes to map the alignment of the East West Arterial located between US Highway 65 and Riverbluff Boulevard to Kissick Avenue or Farm Road 169. The City Council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map.

STAFF COMMENTS:

1. The Planning and Zoning Commission shall have the power to make or cause to be made surveys for the exact location of the lines of new streets and to make and certify to the Council the location of the street lines as the planned or mapped lines of future streets.
2. The Council may by ordinance establish an official map of the City, on which shall be shown and indicated:
  - a. All public streets existing and established by law at the time of the establishment of the official map.
  - b. All planned streets or street lines as located on plats adopted by Council in accordance with the provisions of [Section 11.11](#) of this Charter at the time of the establishment of the map.
  - c. All streets or street lines as located on final or recorded plats of subdivisions approved by the Planning and Zoning Commission at the time of the establishment of the map. The placing of any street or street lines upon the official map shall not, in and of itself, constitute or be deemed to constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes. The Council may in the same manner place upon the official map the location of existing or planned parks or other public open spaces (City Code 11.11).
3. Any modification of such mapping shall before passage be submitted to the Planning and Zoning Commission and either approved by it or, if disapproved, be approved by a favorable vote of the City Council (City Code 11.11).
4. City Council will consider an ordinance on April 18, 2016 to include the East West Arterial on the City's official map. If adopted, the official map will be amended to include the location of the EW Arterial.
5. The public can view the plans as set forth by the City by going to the Public Works Department file number 9PS6179.

**PUBLIC COMMENTS:**

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all record owners of land on or abutting the future street lines designated on the East West Arterial. Fifteen (15) record owners of land on or abutting the future street lines designated on the East West Arterial were notified by mail of this request.

**CITY COUNCIL MEETING:**

May 2, 2016

**STAFF CONTACT PERSON:**

Bob Hosmer, AICP  
Principal Planner

ATTACHEMNT 2  
EAST WEST ATERIAL MAPPING  
LEGAL

The description of the surveyed centerline of East West Arterial (also known as Riverbluff Boulevard), from Station 131+07.28 (a point west of Kissick Avenue) to Station 189+41.59 (the intersection of Southwood Avenue) as shown on the:

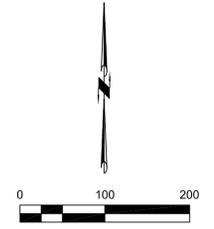
Mapping Plan  
for  
East West Arterial  
City of Springfield, Greene County, Missouri

on file with the City of Springfield Public Works Department, file #2016PW0009T and described as follows:

COMMENCING at a found iron pin at the Northeast corner of the Southwest Quarter of Section 29, Township 28 North, Range 21 West, Greene County, Missouri; thence North 86 Degrees 54 Minutes 37 Seconds West along the North line of said Quarter, a distance of 496.80 feet to a point in the same; thence departing said North line South 03 Degrees 05 Minutes 23 Seconds West, a distance of 883.49 feet to centerline station 131+07.28 for a POINT OF BEGINNING of centerline; thence South 88 Degrees 24 Minutes 23 Seconds East, a distance of 617.52 feet to centerline P.C. station 137+24.80; thence Southeastwardly along a curve to the right having a Radius of 1,050.00 feet, an Included Angle of 20 Degrees 26 Minutes 47 Seconds, a distance of 374.71 feet to centerline P.T. station 140+99.51; thence South 67 Degrees 57 Minutes 35 Seconds East, a distance of 883.75 feet to centerline P.C. station 149+83.26; thence Southeastwardly on a curve to the left having a Radius of 1,050.00 feet, an Included Angle of 50 Degrees 59 Minutes 02 Seconds, a distance of 934.32 feet to centerline P.T. station 159+17.58; thence North 61 Degrees 03 Minutes 23 Seconds East, a distance of 1,570.79 feet to centerline P.C. station 174+88.37; thence Northeastwardly on a curve to the right having a Radius of 1,900.00 feet, an Included Angle of 26 Degrees 47 Minutes 08 Seconds, a distance of 888.24 feet to centerline P.T. station 183+76.61; thence North 87 Degrees 50 Minutes 30 Seconds East, a distance of 564.98 feet to the intersection of the centerline of Southwood Avenue at station 189+41.59 and the POINT OF TERMINATION.

Right of way widths, slope easements, and other appurtenances are as shown on plan #2016PW0009T which is made a part of this description by reference.

# ATTACHMENT 3



Point of commencement-  
East-West Arterial Centerline  
NE Cor. SW¼ Sec. 29-28-21

N86°54'37"W  
496.80'

883.49'

S03°05'23"W

Mapped  
right of way

Kissick Avenue

Mapped  
right of way

Mapped  
right of way

Mapped  
right of way

Granite Springs Street (on plat)

Granite Springs Phase One

NE 1/4 SW 1/4  
SEC29-T28N-R21W

NW 1/4 SE 1/4  
SEC29-T28N-R21W

NE 1/4 SE 1/4  
SEC29-T28N-R21W

SE 1/4  
SEC29-T28N-R21W

SW 1/4 SE 1/4  
SEC29-T28N-R21W

POINT OF BEGINNING  
East-West Arterial  
STA: 131+07.28  
Grid Northing=140626.664m  
Grid Easting=432748.784m

131+54.90  
117.56L

131+57.30  
104.92R

136+60.64  
132.20L

136+49.47  
111.21R

136+04.36  
126.21R

137+49.72  
154.90L

139+17.12  
101.51R

138+57.83  
145.59L

142+41.18  
105.27R

138+98.30  
111.39L

143+58.39  
104.36R

141+51.42  
138.94L

147+59.91  
98.45L

141+51.42  
109.96L

148+35.65  
108.45L

142+40.00  
138.94L

149+14.91  
116.41L

142+40.00  
109.37L

149+70.63  
116.20L

142+40.00  
138.94L

152+40.23  
85.05R

148+33.52  
124.58L

154+15.91  
80.50R

149+12.45  
135.01L

155+59.25  
84.05R

149+70.63  
116.20L

157+50.86  
88.20R

155+06.30  
108.26L

158+37.00  
89.27L

152+92.76  
90.16L

156+71.00  
131.76L

155+68.34  
184.22L

159+11.58

158+37.00  
89.27L

157+50.86  
88.20R

156+71.00  
131.76L

155+06.30  
108.26L

152+92.76  
90.16L

155+68.34  
184.22L

155+06.30  
108.26L

158+37.00  
89.27L

152+92.76  
90.16L

156+71.00  
131.76L

155+68.34  
184.22L

157+50.86  
88.20R

158+37.00  
89.27L

155+06.30  
108.26L

156+71.00  
131.76L

152+92.76  
90.16L

155+06.30  
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184.22L

152+92.76  
90.16L

158+37.00  
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156+71.00  
131.76L

152+92.76  
90.16L

155+06.30  
108.26L

155+68.34  
184.22L

152+92.76  
90.16L

158+37.00  
89.27L

155+68.34  
184.22L

156+71.00  
131.76L

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108.26L

155+68.34  
184.22L

152+92.76  
90.16L

158+37.00  
89.27L

155+68.34  
184.22L

156+71.00  
131.76L

158+37.00  
89.27L

155+06.30  
108.26L

S88°24'23"E  
617.52'

S67°57'35"E

R=1050.00  
L=374.71'  
Delta=20°26'47"  
CH=S78°10'59"E  
CL=372.72

R=1050.00  
L=934.32'  
Delta=50°59'02"  
CH=N86°32'54"E  
CL=903.81

PC = 137+24.80

PT = 140+99.51

PC = 149+83.26

PT = 158+11.58

David Young and Vickie Young, HW  
Book 2183, Page 1737

William E. Horvath and Marilee D. Horvath  
Book 2038, Page 0489-1-05

NW 1/4 SE 1/4  
SEC29-T28N-R21W

Nebel von Schaefer and Janina E. Schaefer, HW  
Book 2132, page 654

Julia A. Patrick, Revocable Trust  
Book 2084, Page 0589-04

Julia A. Patrick, Revocable Trust  
Book 2084, Page 0589-04

The City of Springfield, a Municipal Corporation  
Book 2038, Page 02827-1-08

Mark E. Eck  
Book 2035, Page 02460-05

Ferry L. Harrell and Rebecca D. Harrell, HW  
Book 2082, Page 0752

Danny R. Patrick and Julie C. Patrick, HW  
Book 2267, Page 1724

Danny R. Patrick, Trustee of the Danny R. Patrick  
Revocable Trust Agreement  
Book 2084, Page 02288-04  
Tract II

Danny R. Patrick, Trustee of the Danny R. Patrick  
Revocable Trust Agreement  
Book 2084, Page 02288-04  
Tract I

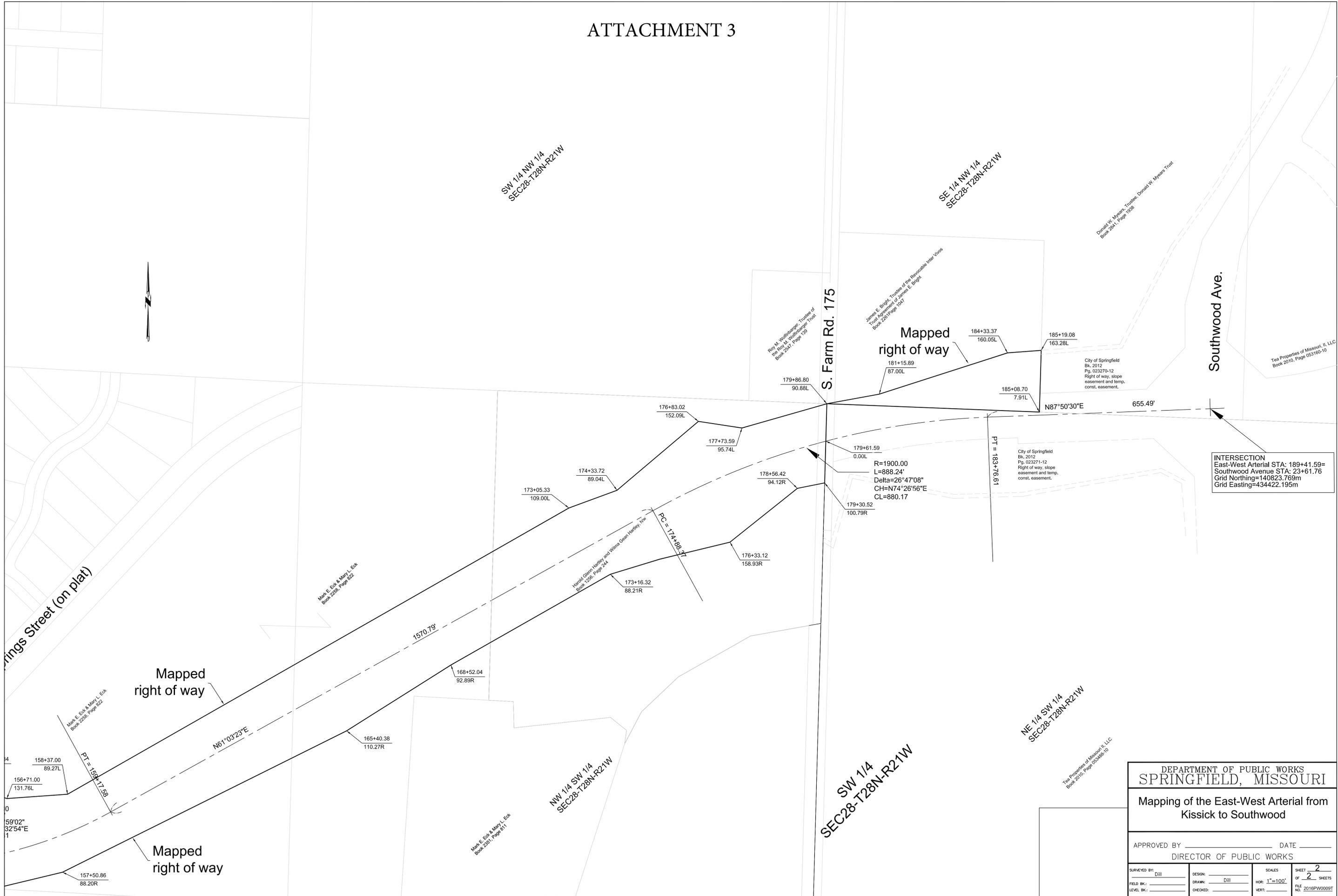
Kerry D. and Sharron E. Joy  
Book 2007, Page 040374-07

Mark E. Eck & Marly L. Eck  
Book 2258, Page 822

Mark E. Eck & Marly L. Eck  
Book 2258, Page 822

DEPARTMENT OF PUBLIC WORKS <b>SPRINGFIELD, MISSOURI</b>			
Mapping of the East-West Arterial from Kissick to Southwood			
APPROVED BY _____		DATE _____	
DIRECTOR OF PUBLIC WORKS			
SURVEYED BY: DIII	DESIGN: DIII	SCALES: 1"=100'	SHEET 1 OF 2 SHEETS
FILED BK: _____	DRAWN: _____	HOR: _____	FILE NO. 2016PW0009T
LEVEL BK: _____	CHECKED: _____	VERT: _____	

# ATTACHMENT 3



Southwood Ave.

S. Farm Rd. 175

INTERSECTION  
 East-West Arterial STA: 189+41.59=  
 Southwood Avenue STA: 23+61.76  
 Grid Northing=140823.769m  
 Grid Easting=434422.195m

Mapped  
 right of way

Mapped  
 right of way

Mapped  
 right of way

DEPARTMENT OF PUBLIC WORKS  
 SPRINGFIELD, MISSOURI

Mapping of the East-West Arterial from  
 Kissick to Southwood

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 DIRECTOR OF PUBLIC WORKS

SURVEYED BY: DIII	DESIGN: DIII	SCALES: 1"=100'	SHEET 2
FIELD BK.: _____	DRAWN: _____	HOR: _____	OF 2 SHEETS
LEVEL BK.: _____	CHECKED: _____	VERT: _____	FILE NO. 2016PWW009T

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 203  
Filed: 04-26-16

Sponsored by: Hosmer

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 099

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING and directing the issuance, sale and delivery by the City of Springfield,  
2 Missouri, of Special Obligation Refunding Bonds, Series 2016, in one  
3 or more series in an aggregate principal amount not to exceed  
4 \$29,000,000 for the purpose of providing funds to refund the Series  
5 2002 Refunded Bonds, the Series 2005A Refunded Bonds, the Series  
6 2005B Refunded Bonds, the Series 2006 Refunded Bonds, and the  
7 Series 2007 Refunded Bonds (as defined below); authorizing and  
8 approving certain documents in connection with the issuance of the  
9 Bonds; authorizing certain other documents and actions in connection  
10 therewith; and declaring an emergency.

11 \_\_\_\_\_  
12  
13 WHEREAS, the City of Springfield, Missouri, (the "City") is a constitutional home  
14 rule charter city and political subdivision of the State of Missouri, duly created,  
15 organized and existing under and by virtue of the Constitution and laws of the State of  
16 Missouri, and the City's Charter; and

17  
18 WHEREAS, the City desires to issue Special Obligation Refunding Bonds, Series  
19 2016, in one or more series in an aggregate principal amount of not to exceed  
20 \$29,000,000 (the "Bonds") to (1) currently refund \$15,575,000 outstanding principal  
21 amount of Springfield Center City Development Corporation Leasehold Revenue Bonds,  
22 Series 2002A (Jordan Valley Park - Exposition Center Project) (the "Series 2002  
23 Refunded Bonds"), (2) currently refund \$1,870,000 outstanding principal amount of The  
24 Public Building Corporation of the City of Springfield, Municipal Facilities Revenue  
25 Bonds, Series 2005A (City of Springfield, Missouri, LPT Capital Improvements Projects)  
26 (the "Series 2005A Refunded Bonds"), (3) currently refund \$1,550,000 outstanding  
27 principal amount of The Public Building Corporation of the City of Springfield, Municipal  
28 Facilities Revenue Bonds, Series 2005B (City of Springfield, Missouri, Park Facilities  
29 Project) (the "Series 2005B Refunded Bonds"), (4) currently refund \$4,555,000  
30 outstanding principal amount of The Public Building Corporation of the City of  
31 Springfield, Missouri Municipal Facilities Revenue Bonds, Series 2006 (Storm Water  
32 Improvements Project) (the "Series 2006 Refunded Bonds"), (5) advance refund  
33 \$5,790,000 outstanding principal amount of The Public Building Corporation of the City

34 of Springfield, Missouri Municipal Facilities Revenue Bonds, Series 2007 (Storm Water  
35 Improvements Project) (the "Series 2007 Refunded Bonds," and together with the  
36 Series 2002 Refunded Bonds, the Series 2005A Refunded Bonds, the Series 2005B  
37 Refunded Bonds and the Series 2006 Refunded Bonds, the "Refunded Bonds"), (6)  
38 fund any required debt service reserve fund for the Bonds, and (7) provide for payment  
39 of costs of issuance of the Bonds; and  
40

41 WHEREAS, the City is authorized under the City's Charter and the Constitution  
42 of the State of Missouri to issue and sell special obligation bonds for the purpose of  
43 refunding the Refunded Bonds, with the principal of and interest on such special  
44 obligation bonds being payable by the City only upon appropriation of moneys therefore  
45 by the City Council; and  
46

47 WHEREAS, the Bonds shall not constitute a general obligation of the City, nor  
48 shall the Bonds constitute an indebtedness of the City within the meaning of any  
49 constitutional, statutory or Charter provision, limitation or restriction, and the taxing  
50 power of the City will not be pledged to the payment of the principal of or interest on the  
51 Bonds;  
52

53 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
54 SPRINGFIELD, MISSOURI, as follows, that:  
55

56 Section 1 – Authorization of Bonds. There shall be issued and hereby are  
57 authorized and directed to be issued one or more series of special obligation bonds  
58 designated as follows: Special Obligation Refunding Bonds, Series 2016 (with such  
59 additional appropriate series identifier as the officers of the City deem necessary), in an  
60 aggregate principal amount of not to exceed \$29,000,000 (the "Bonds"), for the purpose  
61 of refunding the Refunded Bonds, funding any required debt service reserve fund for the  
62 Bonds, and paying costs related to the issuance of the Bonds.  
63

64 Section 2 – Description of Bonds. The Bonds shall consist of fully registered  
65 bonds without coupons, numbered from R-1 upward in order of issuance, in  
66 denominations of \$5,000 or any integral multiple thereof. The Bonds shall be  
67 substantially in the form set forth in the Indenture (described below), and shall be  
68 subject to registration, transfer and exchange as provided in the Indenture. The Bonds  
69 shall be dated as of their date of issuance, shall bear interest at fixed interest rates not  
70 to exceed **4.00%** per annum with a true interest cost not exceeding **3.00%** per annum  
71 (computed on the basis of a 360-day year of twelve 30-day months) from the date  
72 thereof or from the most recent interest payment date for the Bonds to which interest  
73 has been paid or duly provided for, payable semiannually on May 1 and November 1 in  
74 each year, beginning on November 1, 2016. The Bonds shall have such other terms to  
75 be determined in the manner described in the following paragraph.  
76

77 The City Council does hereby establish a Final Terms Committee for the Bonds  
78 (the "Committee") to consist of two members, being the Mayor and the Director of  
79 Finance, which Committee acting unanimously is hereby authorized for and on behalf of

80 the City to establish for the Bonds (a) the aggregate principal amount of the Bonds,  
81 which shall not exceed **\$29,000,000**, (b) the principal maturity dates of the Bonds and  
82 the aggregate principal amount thereof maturing on such dates, with a final maturity not  
83 later than the year **2027**, (c) the purchase price for the Bonds shall not be less than **95%**  
84 of the principal amount, (d) the weighted average maturity of the Bonds shall not be less  
85 than **4.0** years nor more than **8.0** years, (e) the dates on which the Bonds are to be  
86 redeemed pursuant to the optional and mandatory redemption provisions of the  
87 Indenture, as applicable, and the aggregate principal amount thereof to be redeemed on  
88 such dates, (f) the interest rates to be borne by the Bonds, at fixed interest rates not to  
89 exceed **4.00%** per annum with a true interest cost not exceeding **3.00%** per annum, and  
90 (g) an underwriter's discount not to exceed **1.00%** of the principal amount of the Bonds,  
91 all to be established consistent with the following: On any date selected by the  
92 Committee, the Committee shall determine the lowest and best interest rates and the  
93 most appropriate maturities, redemption terms, and final principal amount and purchase  
94 price (including any discount or premium) which, in the unanimous best judgment of the  
95 Committee at that time, would produce the best bid for the Bonds in the then bond  
96 market for the Bonds. The determination of the Committee shall be conclusively  
97 evidenced by the execution by the members of the Bond Purchase Agreement setting  
98 forth the final terms of the Bonds, and the signatures of such officers of the City  
99 executing such Bond Purchase Agreement shall constitute conclusive evidence of such  
100 officers' approval and the City's approval thereof.

101  
102 Section 3 – Authorization of Documents. The City is hereby authorized to enter  
103 into the following documents (the "City Documents"), in substantially the forms  
104 presented to and approved by the City Council of the City at this meeting (copies of  
105 which documents are attached hereto), with such changes therein as shall be approved  
106 by the officers of the City executing such documents, such officers' signatures thereon  
107 being conclusive evidence of their approval thereof:

- 108
- 109 (a) Trust Indenture (the "Indenture") between the City and BOKF, N.A., as  
110 Trustee (the "Trustee"), pursuant to which the Bonds shall be issued, in  
111 substantially the form attached hereto as Exhibit A;
  - 112
  - 113 (b) Official Statement (the "Official Statement") setting forth information  
114 relating to the City and the Bonds (in the form of a Preliminary Official  
115 Statement which is herein approved in substantially the form attached  
116 hereto as Exhibit B);
  - 117
  - 118 (c) Tax Compliance Agreement between the City and the Trustee entered into  
119 in order to set forth certain representations, facts, expectations, terms and  
120 conditions relating to the use and investment of the proceeds of the  
121 Bonds, to establish and maintain the exclusion of interest on the Bonds  
122 from gross income for federal income tax purposes, and to provide  
123 guidance for complying with the arbitrage rebate provisions of Code §  
124 148(f) as set forth in the Tax Compliance Agreement, in substantially the  
125 form attached hereto as Exhibit C;

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- (d) Continuing Disclosure Agreement between the City and the Trustee, as Dissemination Agent, under which the City agrees to provide continuing disclosure of certain financial information, operating data and material events, for the benefit of the owners of the Bonds and to assist Ameritas Investment Corp (the “Purchaser”) in complying with Rule 15c2-12 of the Securities and Exchange Commission, in substantially the form attached hereto as Exhibit D;
- (e) Bond Purchase Agreement under which the City agrees to sell the Bonds to the Purchaser at the purchase price and upon the terms and conditions set forth therein, in substantially the form attached hereto as Exhibit E; and
- (f) Escrow Deposit Agreement among the PBC, the City, and UMB Bank, N.A., as escrow agent, which will provide for the defeasance, payment and redemption of the principal of and interest on the Series 2007 Refunded Bonds, in substantially the form attached hereto as Exhibit F; and

Section 4 – Preliminary and Final Official Statement. The Preliminary Official Statement, in substantially the form attached hereto as Exhibit B, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The City Manager is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and

171 Exchange Commission and with the requirements of Rule G-32 of the Municipal  
172 Securities Rulemaking Board.

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Section 5 – Security for the Bonds.

176 (a) *Security for the Bonds.* The Bonds shall be special obligations of the City  
177 payable as to both principal and interest solely from annual appropriations of funds by  
178 the City for such purpose to be deposited in the debt service fund and any required debt  
179 service reserve fund, as established under the Indenture. The covenants and  
180 agreements of the City contained herein, in the Indenture and in the Bonds shall be for  
181 the equal benefit, protection and security of the legal owners of any or all of the Bonds,  
182 all of which Bonds shall be of equal rank and without preference or priority of one Bond  
183 over any other Bond in the application of the funds to the payment of the principal of  
184 and the interest on the Bonds, or otherwise, except as to the rate of interest and stated  
185 maturity for each Bond as provided in the Indenture.

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(b) *Nature of Obligations.* The obligation of the City to make payments into the  
debt service fund and any required debt service reserve fund, and any other obligations  
of the City to make payments under this Ordinance and the Indenture do not constitute  
a general obligation or indebtedness of the City for which the City is obligated to levy or  
pledge any form of taxation, or for which the City has levied or pledged any form of  
taxation and shall not be construed to be a debt of the City in contravention of any  
applicable constitutional, statutory or charter limitation or requirement but in each Fiscal  
Year shall be payable solely from the amounts pledged or appropriated therefore (i) out  
of the income and revenues provided for such year plus (ii) any unencumbered  
balances for previous years. Subject to the preceding sentence, the obligations of the  
City to make payments hereunder and under the Indenture and to perform and observe  
any other covenant and agreement contained herein shall be absolute and  
unconditional.

200

Section 6 – Covenant to Request Appropriations. The City Council hereby  
directs that from and after delivery of the Bonds and so long as any of the Bonds remain  
Outstanding, subject to Section 5 hereof, the City Manager or any other officer of the  
City at any time charged with the responsibility of formulating budget proposals to (i)  
include in each annual budget an appropriation of the amount necessary (after taking  
into account any moneys legally available for such purpose) to pay debt service on the  
Bonds and to restore any debt service reserve fund established for the Bonds under the  
Indenture to the applicable requirement set forth in the Indenture in the next succeeding  
fiscal year of the City, and (ii) take such further action (or cause the same to be taken)  
as may be necessary or desirable to assure the availability of moneys appropriated to  
pay such debt service on the Bonds and to restore any debt service reserve fund to the  
applicable requirement set forth in the Indenture in the next succeeding fiscal year of  
the City.

214

Section 7 – Refunding and Redemption of Refunded Bonds. The City Council  
hereby authorizes and approves the current refunding, defeasance and redemption of

215  
216

217 the Series 2002 Refunded Bonds, the Series 2005A Refunded Bonds, the Series 2005B  
218 Refunded Bonds and the Series 2006 Refunded Bonds on or about July 5, 2016, or a  
219 date as soon thereafter as practicable, as determined by the Director of Finance, at a  
220 redemption price of 100% of the principal amount of bonds redeemed, plus accrued  
221 interest and (2) the advance refunding, defeasance and redemption of the Series 2007  
222 Refunded Bonds on or about May 1, 2017, or a date as soon thereafter as practicable,  
223 as determined by the Director of Finance, at a redemption price of 100% of the principal  
224 amount of bonds redeemed, plus accrued interest.

225  
226 The City Council on behalf of the City hereby directs the Springfield Center City  
227 Development Corporation (the "SCCDC"), as the issuer of the Series 2002 Refunded  
228 Bonds, to execute all documents, certificates and instruments and take such actions as  
229 are necessary or advisable in order to effect the redemption and defeasance of the  
230 Series 2002 Refunded Bonds and to otherwise carry out and perform the purposes of  
231 this Ordinance.

232  
233 The City Council on behalf of the City hereby directs The Public Building  
234 Corporation of the City of Springfield Missouri (the "PBC"), as the issuer of the Series  
235 2005A Refunded Bonds, the Series 2005B Refunded Bonds, the Series 2006 Refunded  
236 Bonds and the Series 2007 Refunded Bonds, to execute all documents, certificates and  
237 instruments and take such actions as are necessary or advisable in order to effect the  
238 redemption and defeasance of such Refunded Bonds and to otherwise carry out and  
239 perform the purposes of this Ordinance.

240  
241 The City Council hereby authorizes the termination or liquidation of any  
242 investments in the old debt service reserve funds for the Refunded Bonds as  
243 determined by the Director of Finance. The City Council on behalf of the City hereby  
244 directs the SCCDC and the PBC, as applicable, to execute all documents, certificates  
245 and instruments and take such actions as are necessary or advisable in order to effect  
246 any such termination or liquidation.

247  
248 Section 8 – Release of Property. The City Council on behalf of the City hereby  
249 further directs the SCCDC and the PBC, respectively, to execute, attest, acknowledge  
250 and deliver all documents, certificates and instruments and take such actions as are  
251 necessary or advisable to release any property securing any applicable Refunded  
252 Bonds and to convey such property to the City.

253  
254 Section 9 – Execution of Documents. The City is hereby authorized to enter into  
255 and the Mayor, City Manager, Director of Finance and City Clerk are hereby authorized  
256 and directed to execute and deliver, for and on behalf of and as the act and deed of the  
257 City, the City Documents and the Bonds and such other documents, certificates and  
258 instruments as may be necessary or desirable to carry out and comply with the intent of  
259 this Ordinance.

260  
261 Section 10 – Severability. The sections, paragraphs, sentences, clauses and  
262 phrases of this Ordinance shall be severable. In the event that any such section,

263 paragraph, sentence, clause or phrase of this Ordinance is found by a court of  
264 competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid,  
265 unless the court finds the valid portions of the Ordinance are so essential to and  
266 inseparably connected with and dependent upon the void portion that it cannot be  
267 presumed that the City Council has enacted the valid portions without the void ones, or  
268 unless the court finds that the valid portions, standing alone, are incomplete and are  
269 incapable of being executed in accordance with the legislative intent.

270  
271 Section 11 – Further Authority. The officers of the City, including the Mayor, the  
272 City Manager, the Director of Finance, the Interim City Attorney and the City Clerk, are  
273 hereby authorized and directed to execute all documents and take such actions as they  
274 may deem necessary or advisable in order to carry out and perform the purposes of this  
275 Ordinance and to make ministerial alterations, changes or additions in the foregoing  
276 agreements, statements, instruments and other documents herein approved, authorized  
277 and confirmed which they may approve, and the execution or taking of such action shall  
278 be conclusive evidence of such necessity or advisability.

279  
280 Section 12 – Governing Law. This Ordinance shall be governed exclusively by  
281 and construed in accordance with the applicable laws of the State of Missouri.

282  
283 Section 13 – Electronic Storage of Documents. The City agrees that the  
284 transaction described herein may be conducted and related documents may be stored  
285 by electronic means. Copies, telecopies, facsimiles, electronic files and other  
286 reproductions of original executed documents shall be deemed to be authentic and valid  
287 counterparts of such original documents for all purposes, including the filing of any  
288 claim, action or suit in the appropriate court of law.

289  
290 Section 14 – Emergency Measure; Effective Date. The City Council finds and  
291 declares that this Ordinance constitutes an emergency because it concerns the  
292 immediate preservation of public peace, property, health, and safety. Therefore, this  
293 Ordinance shall take effect and be in full force and effect immediately after its passage  
294 by the City Council of the City.

295  
296  
297 Passed at meeting: \_\_\_\_\_

298  
299  
300 \_\_\_\_\_  
301 Mayor

302  
303 Attest: \_\_\_\_\_, City Clerk

304  
305 Filed as Ordinance: \_\_\_\_\_

306

307 Approved as to form: *Marianne Henderson Banks*, Interim City Attorney

308

309

310 Approved for Council action: *Gregory Burns*, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 099**

FILED:04-26-16

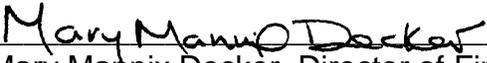
ORIGINATING DEPARTMENT: Finance

PURPOSE: Directing the issuance, sale and delivery of Special Obligation Refunding Bonds, Series 2016 in an aggregate principal amount not to exceed \$29,000,000 for the purpose of providing funds to refund the Series 2002, 2005A, 2005B, 2006 and 2007; authorizing and approving certain documents and declaring an emergency.

BACKGROUND INFORMATION: The City of Springfield has a debt policy that allows for the refunding of outstanding debt if the present value savings is approximately 5% of the principal amount being refunded. Periodically, all outstanding debt is reviewed to determine if there are refunding opportunities that meet the policy guidelines. After the most recent review, five bond issues were selected for refunding. The average present value savings of these five bond issues is 10.3%. The total savings achieved with this refunding is expected to be \$4,280,000 over the remaining term of the bonds. The Series 2002 bonds for the Expo Center will have the largest amount of savings which is expected to be \$2,787, 000 over the remaining term of eleven years. The bonds for Cooper Tennis are expected to realize a savings of \$205,000 and the remaining term on the debt will be reduced by one year. The remaining savings of \$1,288,000 will occur in the Level Property Tax Fund over an eleven year period. The Level Property Tax funds projects related to storm water, City-owned facilities and public safety equipment.

This ordinance is presented as an emergency under Section 2.12(3) of the City Code of Springfield as it relates to the payment of expenses of City government. Council is not expected to vote on this ordinance immediately after the first reading. The ordinance is presented as an emergency bill to allow changes to the ordinance, such as modifications to the bond terms and updated financial information after the first reading and prior to final approval by City Council.

Recommended by:

  
Mary Mannix Decker, Director of Finance

Approved by:

  
Greg Burris, City Manager

---

**TRUST INDENTURE**

**Dated as of June 1, 2016**

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**Between**

**CITY OF SPRINGFIELD, MISSOURI**

**and**

**BOKE, N.A.,  
as Trustee**

---

**[\$[Principal Amount]  
City of Springfield, Missouri  
Special Obligation Refunding Bonds  
Series 2016A and 2016B**

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**TRUST INDENTURE**

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Exhibit A - Form of Bond

Exhibit B - Form of Disbursement Request - Costs of Issuance Fund

\* \* \*

## TRUST INDENTURE

**THIS TRUST INDENTURE** (the “Indenture”), made and entered into as of June 1, 2016, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, and having a corporate trust office located in Kansas City, Missouri, as trustee (the “Trustee”);

### **RECITALS:**

1. The City is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City’s Charter.

2. The City has determined that it is in the best interests of the City to issue (A) \$[Series 2016A Principal Amount] principal amount of its Special Obligation Refunding Bonds, Series 2016A (the “Series 2016A Bonds”) to (i) currently refund the Series 2005A Refunded Bonds, (ii) to currently refund the Series 2006 Refunded Bonds, (iii) to advance refund the Series 2007 Refunded Bonds, and (iv) to provide for payment of costs of issuance of the Series 2016A Bonds, and (B) \$[Series 2016B Principal Amount] principal amount of its Special Obligation Refunding Bonds, Series 2016B (the “Series 2016B Bonds,” together with the Series 2016A Bonds, the “Bonds”) to (i) currently refund the Series 2002 Refunded Bonds and the Series 2005B Refunded Bonds, and (ii) to provide for payment of costs of issuance of the Series 2016B Bonds.

3. On May 16, 2016, the City Council passed Special Ordinance No. [\_\_\_\_\_] (the “Bond Ordinance”), authorizing the issuance of the Bonds pursuant to this Indenture for the above purposes.

4. Pursuant to the Bond Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

### **NOW THEREFORE, THIS INDENTURE WITNESSETH:**

### **GRANTING CLAUSES**

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its

successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described below (said property being herein collectively referred to as the “Trust Estate”), to wit:

To secure the payment of the principal of and interest on the Bonds, all Pledged Revenues for the Bonds and all moneys and securities from time to time held by the Trustee under the terms of this Indenture for the Bonds (except payments required to be made to meet the requirements of Section 148(f) of the Code, as defined below, whether or not held in the Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof (the “Trust Estate”).

**TO HAVE AND TO HOLD**, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

**THE TRUST ESTATE IN TRUST NEVERTHELESS**, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the other Bonds, except as herein otherwise expressly provided;

**PROVIDED, NEVERTHELESS**, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in such Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void with respect to such Bonds so provided for; otherwise this Indenture shall be and remain in full force;

**THIS INDENTURE FURTHER WITNESSETH**, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

## **ARTICLE I**

### **DEFINITIONS; RULES OF CONSTRUCTION**

**Section 101. Definitions of Words and Terms.** In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

**“Appropriated Moneys”** means moneys of the City which have been annually appropriated by the City for making payments of the principal of and interest on the Bonds and other payments described herein.

**“Authorized City Representative”** means the Mayor, City Manager or Director of Finance of the City, or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

**“Authorized Denominations”** means \$5,000 or any integral multiple thereof.

**“Bonds”** means any bond or bonds of the series of Special Obligation Refunding Bonds, Series 2016A and 2016B of the City issued under this Indenture, as amended.

**“Bond Counsel”** means Gilmore & Bell, P.C. or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the City and acceptable to the Trustee.

**“Bond Ordinance”** means the Ordinance of the City authorizing the execution and delivery of this Indenture and the issuance of the Bonds.

**“Business Day”** means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

**“City”** means the City of Springfield, Missouri, a constitutional home rule charter city and political subdivision of the State.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

**“Continuing Disclosure Agreement”** means the Continuing Disclosure Agreement of even date herewith, between the City and BOKF, N.A., as Dissemination Agent, as from time to time amended in accordance with the provisions thereof.

**“Costs of Issuance Fund”** means the fund by that name created in **Section 401** hereof.

**“Debt Service Fund”** means the fund by that name created in **Section 401** hereof.

**“Escrow Agent”** means UMB Bank, N.A., and its successors and assigns.

**“Escrow Agreement”** means the Escrow Deposit Agreement of even date herewith among The Public Building Corporation of the City of Springfield, Missouri, the City and the Escrow Agent, with respect to the Series 2007 Refunded Bonds, as the same may from time to time be amended or supplemented in accordance with its terms.

**“Escrow Fund”** means the fund by that name created under the Escrow Agreement and referred to in **Section 401** hereof.

**“Event of Default”** means any event or occurrence as defined in **Section 701** hereof.

**“Financing Documents”** means this Indenture, the Tax Compliance Agreement, the Continuing Disclosure Agreement, the Escrow Agreement and any other documents entered into in connection with refunding of the Refunded Bonds.

**“Fiscal Year”** means the fiscal year of the City, currently the twelve-month period beginning each July 1<sup>st</sup> and ending on the following June 30<sup>th</sup>.

**“Government Securities”** means bonds, notes, certificates of indebtedness, treasury bills or other securities which fit within the definition of Permitted Investments and constitute direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

**“Immediate Notice”** means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** hereof or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail, postage prepaid to such addressees.

**“Opinion of Counsel”** means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Bonds or the Trustee, and who is acceptable to the Trustee.

**“Original Purchaser”** means Ameritas Investment Corp, Kansas City, Missouri.

**“Outstanding”** means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with **Section 902** hereof;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206** hereof; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

**“Owner”** or **“Registered Owner”** means the Person in whose name any Bond is registered on the Register.

**“Paying Agent”** means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

**“Payment Date”** means any date on which the principal of or interest on any Bonds is payable.

**“Permitted Investments”** means any of the following securities purchased in accordance with the Indenture and the City’s then-current policy for investment of funds, if and to the extent the same are at the time legal for investment of the funds being invested:

(a) United States Treasury Securities (Bills, Notes, Bonds and Strips). The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

(b) United States Agency/GSE Securities. The City may invest in obligations issued or guaranteed by any agency of the United States Government and in obligations issued by any governmental sponsored enterprise (GSE) which have a liquid market and a readily determinable market value that are described as follows:

(1) U.S. Government Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.

(2) U.S. Government Agency Discount Notes. Purchased at a discount.

(3) U.S. Government Agency Callable Securities. Restricted to securities callable at par.

(4) U.S. Government Agency Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed interest rate.

(5) U.S. Government Agency Floating Rate Securities. The coupon rate floats off of only one index. Restricted to coupon with no interim caps that reset at least quarterly.

(6) U.S. Government Mortgage Backed Securities (MBS, CMO, Pass-Thru Securities). Restricted to obligations of FNMA, FHLMC and GNMA only.

(c) Direct and general obligations of the State of Missouri (the “State”), to the payment of the principal of and interest on which the full faith and credit of such State is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.

(d) Obligations of the City.

(e) Certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the any trustee for the bonds or notes or any affiliate), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities

as are described above in clauses (a) and (b), which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to the Trustee that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.

(f) Any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which repurchase agreement is secured by any one or more of the securities described in clauses (a) or (b) above.

(g) Any mutual fund rated in either of the two highest rating categories by a nationally recognized rating agency which invests solely in one or more securities described in clause (a), (b) or (d) above.

(h) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by Standard & Poor’s.

(i) Investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized rating agency.

(j) Banker’s acceptances issued by domestic commercial banks possessing the highest rating issued by a nationally recognized rating agency.

(k) Commercial paper issued by domestic corporations which has received the highest rating issued by a nationally recognized rating agency.

“**Person**” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“**Pledged Revenues**” means all moneys held under the Indenture in the Debt Service Fund, together with investment earnings thereon.

“**Rebate Fund**” means the fund by that name created in **Section 401** hereof.

“**Record Date**” for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such Interest Payment Date.

“**Refunded Bonds**” means collectively, the Series 2002 Refunded Bonds, the Series 2005A Refunded Bonds, the Series 2005B Refunded Bonds, the Series 2006 Refunded Bonds and the Series 2007 Refunded Bonds.

“**Register**” means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

**“Registrar”** means the Trustee when acting as such under this Indenture.

**“Series 2002 Refunded Bonds”** means the \$15,575,000 outstanding principal amount of Springfield Center City Development Corporation Leasehold Revenue Bonds, Series 2002A (Jordan Valley Park – Exposition Center Project) being currently refunded with a portion of the proceeds of the Series 2016B Bonds.

**“Series 2005A Refunded Bonds”** means the \$[1,867,000][1,870,000] outstanding principal amount of The Public Building Corporation of the City of Springfield, Missouri Municipal Facilities Revenue Bonds, Series 2005A (City of Springfield, Missouri, LPT Capital Improvements Projects) being currently refunded with a portion of the proceeds of the Series 2016A Bonds.

**“Series 2005B Refunded Bonds”** means the \$1,550,000 outstanding principal amount of The Public Building Corporation of the City of Springfield, Municipal Facilities Revenue Bonds, Series 2005B (City of Springfield, Missouri, Park Facilities Project) being currently refunded with a portion of the proceeds of the Series 2016B Bonds.

**“Series 2006 Refunded Bonds”** means the \$4,555,000 outstanding principal amount of The Public Building Corporation of the City of Springfield, Missouri Municipal Facilities Revenue Bonds, Series 2006 (Stormwater Improvements Project) being currently refunded with a portion of the proceeds of the Series 2016A Bonds.

**“Series 2007 Refunded Bonds”** means the \$5,790,000 outstanding principal amount of The Public Building Corporation of the City of Springfield, Missouri Municipal Facilities Revenue Bonds, Series 2076 (Stormwater Improvements Project) being advance refunded with a portion of the proceeds of the Series 2016A Bonds.

**“Series 2016A Bonds”** means the \$[Series 2016A Principal Amount] principal amount of Special Obligation Refunding Bonds, Series 2016A of the City.

**“Series 2016B Bonds”** means the \$[Series 2016B Principal Amount] principal amount of Special Obligation Refunding Bonds, Series 2016B of the City.

**“State”** means the State of Missouri.

**“Supplemental Indenture”** means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article X** hereof.

**“Tax Compliance Agreement”** means the Tax Compliance Agreement of even date herewith, between the City and the Trustee, as from time to time amended in accordance with the provisions thereof.

**“Trust Estate”** means the Trust Estate described in the granting clauses of this Indenture.

**“Trustee”** means BOKF, N.A., Kansas City, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

## **Section 102. Rules of Construction.**

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

## **ARTICLE II**

### **THE BONDS**

#### **Section 201. Authorization, Issuance and Terms of Bonds.**

(a) *Authorized Amount and Title of Bonds.* There shall be issued under and secured by this Indenture two series of bonds in the aggregate principal amount of \$[Principal Amount] for the purpose of providing funds to the City to refund the Refunded Bonds, and (2) provide for payment of costs of issuance of the Bonds, which series of bonds shall be designated “Special Obligation Refunding Bonds” as follows:

**[\$[Series 2016A Principal Amount] Special Obligation Refunding Bonds, Series 2016A** (the “Series 2016A Bonds”); and

**[\$[Series 2016B Principal Amount] Special Obligation Refunding Bonds, Series 2016B** (the “Series 2016B Bonds,” together with the Series 2016A Bonds, the “Bonds”).

No bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of bonds and the number of bonds that may be issued under this Indenture is limited as provided in this Section.

(b) *Form of Bonds.* The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(c) *Denominations.* The Bonds shall be issuable as fully registered Bonds in Authorized Denominations.

(d) *Numbering.* Unless the City directs otherwise, each series of Bonds shall be numbered from R-1 upward.

(e) *Dating.* The Bonds shall be dated as of the date of initial issuance and delivery thereof.

(f) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (i) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Bond Register as of the close of business of the Trustee on the Record Date for such Payment Date, or (ii) in the case of a principal or interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice delivered to the Trustee not less than 15 days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Owner wishes to have such transfer directed.

#### **Section 202. Nature of Obligations.**

(a) The Bonds and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues for the Bonds and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the related Trust Estate to the Trustee and in favor of the Owners of such Bonds, as provided in this Indenture.

(b) The obligation of the City to make payments under this Indenture does not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

(c) No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future elected official of the City or any trustee, officer, official, employee or agent of the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official of the City, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

#### **Section 203. Execution, Authentication and Delivery of Bonds.**

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the

corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by the Persons who, at the actual time of the execution of such Bond, are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

#### **Section 204. Registration, Transfer and Exchange of Bonds.**

(a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.

(b) Any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, and in any denomination or denominations authorized by this Indenture.

(c) Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same maturity, of any denomination or denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.

(d) In all cases in which Bonds are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.

(e) No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the City. In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.

(f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

**Section 205. Description of Bonds.**

(a) There shall be issued and secured by this Indenture the Series 2016A Bonds in an aggregate principal amount of \$[Series 2016A Principal Amount] and the Series 2016B Bonds in an aggregate principal amount of \$[Series 2016B Principal Amount].

(b) The Bonds shall be dated June 2, 2016 and shall become due in the amounts on the maturity dates, subject to redemption and payment prior to their maturities as provided in **Article III** hereof, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest Payment Date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2016.

**Series 2016A Serial Bonds**

<b>Stated Maturity</b> <b><u>May 1</u></b>	<b>Principal</b> <b><u>Amount</u></b>	<b>Annual Rate</b> <b><u>of Interest</u></b>
20	\$,000	%
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	

**Series 2016A Term Bonds**

<b>Stated Maturity</b> <b><u>May 1</u></b>	<b>Principal</b> <b><u>Amount</u></b>	<b>Annual Rate</b> <b><u>of Interest</u></b>
20	\$,000	%

**Series 2016B Serial Bonds**

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>May 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
20	\$,000	%
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	

**Series 2016B Term Bonds**

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>May 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
20	\$,000	%

(c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.

(d) The Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** attached hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) A copy of the Bond Ordinance, certified by the City Clerk of the City, approving the issuance of the Bonds and authorizing the execution of this Indenture.

(2) An original executed counterpart of this Indenture and the other Financing Documents.

(3) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the City and that the interest on the Bonds is excludable from gross income of the owners thereof for federal and Missouri income tax purposes.

(4) An opinion of Bond Counsel to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(5) A request and authorization to the Trustee executed by the City to authenticate the Bonds and deliver said Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the City, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.

(e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the

Trustee shall deliver the Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price thereof.

**Section 206. Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

**Section 207. Cancellation and Destruction of Bonds Upon Payment.** All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements.

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 301. Redemption of Bonds Generally.** The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

**Section 302. Redemption of Bonds.**

(a) (1) *Optional Redemption of Series 2016A Bonds.* At the option of the City, the Series 2016A Bonds or portions thereof maturing on May 1, 20\_\_, and thereafter may be called for redemption and payment prior to their stated maturity on May 1, 20\_\_, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed plus accrued interest thereon to the redemption date.

(2) *Optional Redemption of Series 2016B Bonds.* At the option of the City, the Series 2016B Bonds or portions thereof maturing on May 1, 20\_\_, and thereafter may be called for redemption and payment prior to their stated maturity on May 1, 20\_\_, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed plus accrued interest thereon to the redemption date.

(b) *Extraordinary Optional Redemption of Series 2016A Bonds.* The Series 2016A Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Series 2016A Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

(1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);

(2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;

(3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or

(4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

(c) *Extraordinary Optional Redemption of Series 2016B Bonds.* The Series 2016B Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Series 2016B Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

(1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);

(2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;

(3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or

(4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

(d) *Mandatory Sinking Fund Redemption of Series 2016A Bonds.* The Series 2016A Bonds maturing on May 1, 20\_\_ are subject to mandatory sinking fund redemption and payment prior to stated maturity on May 1 in each year, at 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the mandatory sinking fund schedule determined as set forth below:

**Series 2016A Term Bonds**

<u>May 1</u>	<u>Principal Amount</u>
20	\$ ,000
20	,000
20	,000
20*	,000

\*Final maturity.

The Trustee shall make timely selection of such Series 2016A Bonds or portions thereof to be so redeemed in Authorized Denominations of principal amount in such equitable manner as the Trustee may determine and shall give notice thereof without further instructions from the City. At the option of the City, to be exercised on or before the 45<sup>th</sup> day next preceding each mandatory redemption date, the City may: (1) deliver Series 2016A Bonds to the Trustee for cancellation in the aggregate principal amount desired; or (2) furnish to the Trustee moneys, together with appropriate instructions, for the purpose of purchasing any 2016A Bonds from any owner thereof in the open market at a price not in excess of 100% of the principal amount thereof, whereupon the Trustee shall use its best efforts to expend such funds for such purposes; or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection for any Series 2016A Bonds which prior to such date have been redeemed (other than through the operation of the requirements of this subsection) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Series 2016A Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation to redeem the related Series 2016A Bonds on the next mandatory redemption date applicable to Series 2016A Bonds that is at least 45 days after receipt by the Trustee of such instructions from the City, and any excess of such amount shall be credited on future mandatory redemption obligations for the related Series 2016A Bonds in chronological order or such other order as the City may designate, and the principal amount of Series 2016A Bonds to be redeemed on such future mandatory redemption dates by operation of the requirements of this subsection shall be reduced accordingly. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) of this subsection, the City will, on or before the 45<sup>th</sup> day next preceding the applicable mandatory redemption date, furnish the Trustee a certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment, and the certificates for the Series 2016A Bonds to be cancelled, if any, pursuant to clause (1) above.

(e) *Mandatory Sinking Fund Redemption of Series 2016B Bonds.* The Series 2016B Bonds maturing on May 1, 20\_\_ are subject to mandatory sinking fund redemption and payment prior to stated maturity on May 1 in each year, at 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the mandatory sinking fund schedule determined as set forth below:

**Series 2016B Term Bonds**

<u>May 1</u>	<u>Principal Amount</u>
20	\$ ,000
20	,000
20	,000
20*	,000

\*Final maturity.

The Trustee shall make timely selection of such Series 2016B Bonds or portions thereof to be so redeemed in Authorized Denominations of principal amount in such equitable manner as the Trustee may determine and shall give notice thereof without further instructions from the City. At the option of the City, to be exercised on or before the 45<sup>th</sup> day next preceding each mandatory redemption date, the City may: (1) deliver Series 2016B Bonds to the Trustee for cancellation in the aggregate principal amount desired; or (2) furnish to the Trustee moneys, together with appropriate instructions, for the purpose of purchasing any 2016B Bonds from any owner thereof in the open market at a price not in excess of 100% of the principal amount thereof, whereupon the Trustee shall use its best efforts to expend such funds for such purposes; or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection for any Series 2016B Bonds which prior to such date have been redeemed (other than through the operation of the requirements of this subsection) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Series 2016B Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation to redeem the related Series 2016B Bonds on the next mandatory redemption date applicable to Series 2016B Bonds that is at least 45 days after receipt by the Trustee of such instructions from the City, and any excess of such amount shall be credited on future mandatory redemption obligations for the related Series 2016B Bonds in chronological order or such other order as the City may designate, and the principal amount of Series 2016B Bonds to be redeemed on such future mandatory redemption dates by operation of the requirements of this subsection shall be reduced accordingly. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) of this subsection, the City will, on or before the 45<sup>th</sup> day next preceding the applicable mandatory redemption date, furnish the Trustee a certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment, and the certificates for the Series 2016B Bonds to be cancelled, if any, pursuant to clause (1) above.

**Section 303. Selection of Bonds to be Redeemed.**

(a) Bonds shall be redeemed only in Authorized Denominations. Except in the case of mandatory redemption of any Bonds, when less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee from such maturities and in such amounts as the City may determine.

(b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the

interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

#### **Section 304. Notice of Redemption of Bonds.**

(a) In the case of Bonds called for redemption under **Section 302**, the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City (unless a shorter notice shall be satisfactory to the Trustee). The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture, and the Trustee shall call such Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption to the Original Purchaser and the Owner of the Bond or Bonds to be redeemed at the address shown on the Register; provided, however, that failure to give such notice by mailing as aforesaid to any Owner or any defect therein as to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bonds.

(b) All official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Trustee may reasonably determine),

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee; and

In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines, published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

(c) The Trustee shall mail by first-class mail to the City a copy of such redemption notice.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the City that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

**Section 305. Effect of Call for Redemption.** On or prior to the date fixed for redemption, moneys or Government Securities shall be deposited with the Trustee as provided in **Section 402** hereof to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304** hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

#### ARTICLE IV

#### FUNDS AND REVENUES

**Section 401. Creation of Funds; Application of Bond Proceeds and other Moneys.**

(a) The following funds of the City are hereby created and established with the Trustee:

(1) City of Springfield, Missouri Special Obligation Refunding Bonds, Series 2016A and 2016B Costs of Issuance Fund (the “Costs of Issuance Fund”).

(2) City of Springfield, Missouri Special Obligation Refunding Revenue Bonds, Series 2016A and 2016B Debt Service Fund (the “Debt Service Fund”).

(3) Rebate Fund.

The Trustee is authorized to establish separate accounts or subaccounts within such funds or accounts or otherwise segregate moneys within such funds and accounts, on a book-entry basis or in such other manner as the Trustee may deem necessary or convenient, or as the Trustee shall be instructed by the City.

Each fund and account shall be maintained by the Trustee as a separate and distinct trust fund or account and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

In addition to the funds and accounts described above, the Escrow Agreement provides for administration of the Escrow Fund by the Escrow Agent in accordance with the provisions of the Escrow Agreement and the trust indenture for the Series 2007 Refunded Bonds.

(b) The net proceeds received from the sale of the Bonds in the amount of \$\_\_\_\_\_ (which is equal to the par amount of the Bonds of \$[Principal Amount].00, less underwriter's discount of \$\_\_\_\_\_, plus net reoffering premium of \$\_\_\_\_\_), together with \$[1,931,641.41] from the debt service reserve fund for the Series 2002 Refunded Bonds, \$[514,000.00] from the debt service reserve funds for the Series 2005A Refunded Bonds, \$[212,000.00] from the debt service reserve fund for the Series 2005B Refunded Bonds, \$[576,338.00] from the debt service reserve fund for the Series 2006 Refunded Bonds, and \$[686,000.00] from the debt service reserve fund for the Series 2007 Bonds shall be deposited or paid simultaneously with the delivery of the Bonds as follows:

(1) \$\_\_\_\_\_ of the proceeds of the Series 2016A Bonds and \$\_\_\_\_\_ of the proceeds of the Series 2016B Bonds shall be deposited in the Costs of Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 404** hereof.

(2) \$\_\_\_\_\_ from the proceeds of the Series 2016B Bonds, together with the \$[1,931,641.41] on deposit in the debt service reserve fund for the Series 2002 Refunded Bonds, shall be transferred by the Trustee to Commerce Bank (successor to Commerce Bank, N.A.), as the trustee and escrow agent for the Series 2002 Refunded Bonds, to be deposited in the debt service fund for the Series 2002 Refunded Bonds pursuant to the Escrow Letter of Instructions the Springfield Center City Development Corporation and the City to Commerce Bank, as escrow agent, and shall be applied in accordance with the Escrow Letter of Instructions to pay the principal of and interest on the Series 2002 Refunded Bonds on or about July 5, 2016.

(3) \$\_\_\_\_\_ from the proceeds of the Series 2016B Bonds, together with the \$[212,000.00] on deposit in the debt service reserve fund for the Series 2005B Refunded Bonds, shall be transferred by the Trustee to UMB Bank, N.A., as the trustee and escrow agent for the Series 2005B Refunded Bonds, to be deposited in the debt service fund for the Series 2005B Refunded Bonds pursuant to the Escrow Letter of Instructions from The Public Building Corporation of the City of Springfield, Missouri and the City to UMB Bank, N.A., as escrow agent, and shall be applied in accordance with the Escrow Letter of Instructions to pay the principal of and interest on the Series 2005B Refunded Bonds on or about July 5, 2016.

(4) \$\_\_\_\_\_ from the proceeds of the Series 2016A Bonds, together with the \$[514,000.00] on deposit in the debt service reserve fund for the Series 2005A Refunded Bonds, shall be transferred by the Trustee to UMB Bank, N.A., as the trustee and escrow agent for the Series 2005A Refunded Bonds, to be deposited in the debt service fund for the Series 2005A Refunded Bonds pursuant to the Escrow Letter of Instructions from The Public Building Corporation of the City of Springfield, Missouri and the City to UMB Bank, N.A., as escrow agent, and shall be applied in accordance with the Escrow Letter of Instructions to pay the principal of and interest on the Series 2005A Refunded Bonds on or about July 5, 2016.

(5) \$\_\_\_\_\_ from the proceeds of the Series 2016A Bonds, together with the \$[576,338.00] on deposit in the debt service reserve fund for the Series 2006 Refunded Bonds, shall be transferred by the Trustee to UMB Bank, N.A., as the trustee and escrow agent for the Series 2006 Refunded Bonds, to be deposited in the debt service fund for the Series 2006 Refunded Bonds pursuant to the Escrow Letter of Instructions from The Public Building Corporation of the City of Springfield, Missouri and the City to UMB Bank, N.A., as escrow

agent, and shall be applied in accordance with the Escrow Letter of Instructions to pay the principal of and interest on the Series 2006 Refunded Bonds on or about July 5, 2016.

(6) \$\_\_\_\_\_ from the proceeds of the Series 2016B Bonds, together with the \$[1,931,641.41] on deposit in the debt service reserve fund for the Series 2007 Refunded Bonds, shall be transferred by the Trustee to the Escrow Agent, to be deposited in the Escrow Fund in accordance with the Escrow Agreement for the defeasance, payment and redemption of the Series 2007 Refunded Bonds.

(7) The remaining proceeds of the Series 2016A Bonds of \$\_\_\_\_\_ and the remaining proceeds of the Series 2016B Bonds of \$\_\_\_\_\_ shall be deposited in the Debt Service Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 403** hereof.

**Section 402. Transfer of Appropriated Funds by City.** Subject to **Section 202** hereof, on the Business Day prior to each Payment Date, the City shall transfer to the Trustee Appropriated Moneys for the Bonds sufficient to make the following deposits to the funds and accounts created hereunder and the Trustee shall deposit such Appropriated Moneys received from the City as follows:

*First*, for transfer to the Rebate Fund, an amount sufficient to pay rebate, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the City in accordance with the Tax Compliance Agreement;

*Second*, for transfer to the Debt Service Fund an amount sufficient to pay the principal and/or interest on the Bonds on the next succeeding Payment Date (taking into account moneys already on deposit in the Debt Service Fund for payment of debt service on the Bonds);

*Third*, for payment to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts;

If the amount transferred by the City shall be insufficient to make all such deposits, such Appropriated Moneys will be applied in such amounts and into such funds and accounts as directed by the City.

**Section 403. Debt Service Fund.**

(a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, and interest on the Bonds as the same mature and become due or upon the mandatory sinking fund redemption thereof.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.

(c) After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City.

**Section 404. Costs of Issuance Fund.**

Moneys in the Costs of Issuance Fund shall be disbursed for the sole purpose of paying costs of issuance of the Bonds. Costs of issuance shall be paid from time to time by the Trustee, upon receipt of a written request of the City signed by the Authorized City Representative, and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form. Any moneys remaining in the Costs of Issuance Fund on December 1, 2016 shall be deposited, without further authorization, into the Debt Service Fund.

In making payments and disbursements pursuant to this Section, the Trustee may rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent investigation in connection with the matters set forth in the written requests.

**Section 405. [Reserved].**

**Section 406. Rebate Fund.**

(a) There shall be deposited by the Trustee in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. Subject to the transfer provisions provided in subsection (c) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).

(b) Pursuant to the Tax Compliance Agreement, the Trustee, on behalf of the City, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the City.

(c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

**Section 407. Non-Presentation of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within three years after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so

repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

**Section 408. Transfer of Funds.** The Trustee is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Payment Date.

## ARTICLE V

### **SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS**

**Section 501. Moneys to be Held in Trust.** All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate (except for the Rebate Fund) and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

#### **Section 502. Investment of Moneys.**

(a) Moneys in all funds and accounts held by the Trustee under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Permitted Investments at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, then in Permitted Investments described in subparagraph (h) of the definition thereof. Moneys on deposit in all funds and accounts may be invested only in Permitted Investments which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department.

(b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the most recent Payment Date. The Trustee shall not be liable for any loss resulting from any investment made in accordance herewith.

## ARTICLE VI

### **PARTICULAR COVENANTS AND PROVISIONS**

**Section 601. City to Issue Bonds and Execute Indenture.** The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the City according to the import thereof.

**Section 602. Covenant to Request Appropriations.** The City covenants and agrees that the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

**Section 603. Performance of Covenants.** The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

**Section 604. Instruments of Further Assurance.** The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

**Section 605. General Limitation on City Obligations.** ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

**Section 606. Recording and Filing.** The City shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

**Section 607. Possession and Inspection of Books and Documents.** The City and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

**Section 608. Tax Covenants.**

(a) The City shall not use or permit the use of any proceeds of the Bonds or any other funds of the City, and the Trustee shall not use any proceeds of the Bonds or any other funds of the City held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the City is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The City and the Trustee shall be deemed in compliance with this Section to the extent

they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

(b) The City shall not (to the extent within its power or direction) use or permit the use of any proceeds of the Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as other than an obligation described in Section 103(a) of the Code.

(c) The City will not (to the extent within its power or direction) use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141 (a) of the Code.

(d) The Trustee agrees to comply with any written letter or Opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.

(e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article IX** hereof or any other provision of this Indenture, until the final scheduled payment of all Bonds Outstanding.

## ARTICLE VII

### DEFAULT AND REMEDIES

**Section 701. Events of Default.** The occurrence of any one or more of the following events are defined as and declared to be and to constitute an “Event of Default”:

(a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (i) to the City by the Trustee, or (ii) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or

(b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted; or

(c) The failure to pay the principal of, or interest on the Bonds when due.

The Trustee shall give written notice of any Event of Default to the City as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)** hereof.

**Section 702. Acceleration.**

(a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, with respect to an Event of Default set forth above, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.

(b) In case of any rescission pursuant to **Section 712** hereof, the Trustee, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

(c) At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds then Outstanding with respect to an Event of Default set forth in **Section 701**, may, by written notice to the City and the Trustee, rescind and annul such declaration and its consequences if:

(A) there is deposited with the Trustee a sum sufficient to pay:

(1) all overdue installments of interest on the Bonds;

(2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and

(3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(B) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 712** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

**Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.** If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, (i) reasonable compensation to the Trustee, its agents and counsel, and (ii) any reasonable charges of the Trustee hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708** hereof.

Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Trust Estate, the Trustee shall render annually to the City a summarized statement of receipts and expenditures in connection therewith.

**Section 704. Appointment of Receivers in Event of Default.** If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

**Section 705. Exercise of Remedies by the Trustee.** If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding with respect to an Event of Default set forth above, and indemnified as provided in **Section 801(1)** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it.

All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

**Section 706. Limitation on Exercise of Remedies by Owners.** No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

(i) a default has occurred of which the Trustee has notice as provided in **Section 801(h)** hereof, and

(ii) such default has become an Event of Default, and

(iii) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(1)** hereof, and

(iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the City to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

**Section 707. Right of Owners to Direct Proceedings.** Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801** hereof.

**Section 708. Application of Moneys in Event of Default.** Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Debt Service Fund shall be applied as follows:

(a) If the principal of all Bonds have not become or have not been declared due and payable, all such moneys shall be applied:

(1) *First* -- To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.

(2) *Second* -- To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege;

(c) If the principal of all Bonds have been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712** hereof, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City.

**Section 709. Remedies Cumulative.** No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

**Section 710. Delay or Omission Not Waiver.** No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

**Section 711. Effect of Discontinuance of Proceedings.** If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 712. Waivers of Events of Default.** The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of Bonds then Outstanding with respect to which an Event of Default has occurred, except a default

(a) in the payment of the principal of (or premium, if any) or interest on any Bond, or

(b) in respect of a covenant or provision hereof which under **Article X** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

## ARTICLE VIII

### THE TRUSTEE

**Section 801. Acceptance of Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the City or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** hereof other than for the earnings thereon. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice of any Event of Default, other than a failure to make any payment on the Bonds when due, unless the Trustee is specifically notified in writing of such Event of Default by the City or by the Owners of at least 10% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the projects originally financed with the proceeds of the Refunded Bonds, including all books, papers and records of the City pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.

(1) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** hereof concerning the payment of principal and interest on the Bonds, declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs, liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.

(p) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(iv) subject to subsection (1) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(v) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

**Section 802. Fees, Charges and Expenses of the Trustee.** The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the City for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys transferred by the City are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Fourth* of **Section 402** on any Payment Date, the unpaid portion shall be carried forward to the next Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

**Section 803. Notice of Default.** If a default occurs of which the Trustee is required to take notice or notice is given to the Trustee as provided in **Section 801(h)** hereof, then the Trustee shall give written notice thereof to the City within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702** hereof) by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

**Section 804. Intervention by the Trustee.** In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(l)** hereof as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

**Section 805. Successor Trustee Upon Merger, Consolidation or Sale.** Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808** hereof, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

**Section 806. Resignation or Removal of Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City and the Owners, and such resignation shall take effect upon the appointment of a successor Trustee pursuant to **Section 807** hereof. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which with notice or the lapse of time will become an Event of Default as provided in **Section 701(a)** hereof, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The City or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

**Section 807. Appointment of Successor Trustee.** If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

**Section 808. Qualifications of Trustee and Successor Trustees.** The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank qualified to do business in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$75,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the City, by a guarantor with such combined capital and surplus. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

**Section 809. Vesting of Trusts in Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing

from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

**Section 810. Trust Estate May be Vested in Co-Trustee.**

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

**Section 811. Annual Statement.** Unless the Trustee is doing so on a more frequent basis, the Trustee shall render an annual statement for each calendar year ending December 31 to the City and, if so requested and the expense thereof is paid, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

**Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.**

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.

(b) The City may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The

City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

(c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City and the Trustee. The Paying Agent may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

## ARTICLE IX

### SATISFACTION AND DISCHARGE OF THE INDENTURE

#### **Section 901. Satisfaction and Discharge of the Indenture.**

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902** hereof, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Funds required to be paid to the City under **Article IV** hereof and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

**Section 902. Bonds Deemed to Be Paid.**

(a) Bonds or any portions thereof shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Bonds to be included in gross income for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

(c) If the interest earnings on money or Government Obligations are necessary to provide for the payment of the Bonds under this Section, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or prior to the applicable maturity date.

**ARTICLE X**

**SUPPLEMENTAL INDENTURES**

**Section 1001. Supplemental Indentures Not Requiring Consent of Owners.** The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following proposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;

(b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) to subject to this Indenture additional revenues, properties or collateral;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture

Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

- (e) to provide for the refunding of any Bonds in accordance with the terms hereof;
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder;
- (g) to modify or eliminate any of the terms of this Indenture; provided, however, that:
  - (1) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding issued prior to the execution of such Supplemental Indenture; and
  - (2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes operative;
- (h) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the security of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

**Section 1002. Supplemental Indentures Requiring Consent of Owners.** In addition to Supplemental Indentures permitted by **Section 1001** hereof and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such

longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

**Section 1003. Opinion of Bond Counsel.** Notwithstanding anything to the contrary in **Sections 1001** or **1002** hereof, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Sections 1001** or **1002** hereof, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Bonds then Outstanding.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

**Section 1101. Consents and Other Instruments by Owners.** Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the City or an assignee of the City, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the City or any affiliate or any Person controlling, controlled by or under common control with the City, shall be disregarded and deemed not to be Outstanding under this Indenture.

**Section 1102. Notices.**

(a) Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City or the Trustee if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt

requested, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed by telephone, on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:

(1) To the City at:

City of Springfield, Missouri  
840 Boonville  
P.O. Box 8368  
Springfield, Missouri 65801  
Attention: City Manager

(2) To the Trustee at:

BOKF, N.A.  
4600 Madison Avenue, Suite 800  
Kansas City, Missouri 64112  
Attention: Corporate Trust Department

(3) To the Owners:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

**Section 1103. Limitation of Rights Under the Indenture.** With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

**Section 1104. Suspension of Mail Service.** If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

**Section 1105. Business Days.** If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Payment Date.

**Section 1106. Immunity of Officers, Employees and Members of City.** No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or

upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

**Section 1107. No Sale.** The City covenants and agrees that, except as provided herein, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

**Section 1108. Severability.** If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

**Section 1109. Execution in Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 1110. Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1111. Electronic Storage of Documents.** The City agrees that the transaction described herein may be conducted and related documents may be stored by electronic means.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the City of Springfield, Missouri has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A., has caused these presents to be signed in its name and behalf by its duty authorized officer, all as of the day and year first above written.

**CITY OF SPRINGFIELD, MISSOURI**

[SEAL]

By: \_\_\_\_\_  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Title: City Clerk

**BOKF, N.A.,** as Trustee

[SEAL]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**(FORM OF BONDS)**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Authority or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA**

**STATE OF MISSOURI**

**Registered  
No. R-\_\_\_**

**Registered  
\$\_\_\_\_\_**

**CITY OF SPRINGFIELD, MISSOURI**

**SPECIAL OBLIGATION REFUNDING BOND  
SERIES 2016[A][B]**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	May 1, 20__	June 2, 2016	

**Registered Owner:** \_\_\_\_\_ **\*\* CEDE & CO. \*\***

**Principal Amount:** \_\_\_\_\_ **DOLLARS**

**THE CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision of the State of Missouri (the “City”), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months)

from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2016, until said principal amount has been paid.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Bond shall be paid at maturity by check or draft to the person in whose name this Bond is registered at the maturity date thereof, upon presentation and surrender of this Bond at the principal payment office of BOKF, N.A., Kansas City, Missouri (the "Trustee"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the interest payment date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or, if such Bonds are held by a Securities Depository or, at the written request addressed to the Paying Agent by any Registered Owner of Bonds in the aggregate principal amount of at least \$500,000, by electronic transfer in immediately available funds to a bank located in the continental United States for credit to the ABA routing number and account name and number filed with the Paying Agent not less than 15 days prior to the Record Date for such interest. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner under such Registered Owner's Bond.

This Bond is one of an authorized series of bonds of the City designated "Special Obligation Refunding Bonds, Series 2016[A][B]," in the aggregate principal amount of \$[Principal Amount] (the "Bonds" or the "Series 2016[A][B] Bonds") issued by the City to refund the [Series 2005A Refunded Bonds, the Series 2006 Refunded Bonds and the Series 2007 Refunded Bonds] [Series 2002 Refunded Bonds and the Series 2005B Refunded Bonds], and provide for payment of costs of issuance of the Series 2016[A][B] Bonds, by, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to a Trust Indenture dated as of June 1, 2016, between the Trustee and the City (the "Indenture") and proceedings duly and legally had by the governing body of the City.

At the option of the City, the Series 2016[A][B] Bonds or portions thereof maturing on May 1, 20\_\_, and thereafter may be redeemed and paid prior to maturity on May 1, 20\_\_, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

At the option of the City, the Series 2016[A][B] Bonds are subject to redemption and payment prior to the stated maturity thereof, in whole or in part on any date upon the occurrence of certain extraordinary events or circumstances as specified in the Indenture, at a redemption price of 100% of the principal amount of the Series 2016[A][B] Bonds being called for redemption, plus accrued interest thereon to the redemption date.

Series 2016[A][B] Bonds maturing on May 1, 20\_\_ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on May 1, 20\_\_, and on each May 1 thereafter prior to maturity, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

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

The Bonds are issued in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal and interest payments to participants of the Securities Depository, and transfers of principal and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

**EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

This Bond may be transferred or exchanged, as provided in the Indenture, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

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

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

Registration Date: \_\_\_\_\_

**CITY OF SPRINGFIELD, MISSOURI**

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Indenture.

By: \_\_\_\_\_  
Title: Mayor

(SEAL)

**BOKF, N.A.**, as trustee

ATTEST:

By: \_\_\_\_\_  
Title: Authorized Signatory

By: \_\_\_\_\_  
Title: City Clerk

---

**ASSIGNMENT**

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

---

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

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agent to transfer the within Bond on the books kept by the Trustee for the registration thereof, with full  
power of substitution in the premises.

Dated: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

---

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

Signature Guaranteed By:

---

(Name of Eligible Guarantor Institution)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**NOTICE:** Signatures) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

**EXHIBIT B**

Request No.: \_\_\_\_\_

Date: \_\_\_\_\_

**WRITTEN REQUEST FOR DISBURSEMENT FROM THE  
COSTS OF ISSUANCE FUND  
CITY OF SPRINGFIELD, MISSOURI  
SPECIAL OBLIGATION REFUNDING BONDS  
SERIES 2016A AND 2016B**

To: BOKF, N.A., as Trustee  
4600 Madison Avenue  
Suite 800  
Kansas City, Missouri 64112  
Attention: Corporate Trust Department

as Trustee under the Indenture of Trust, dated as of June 1, 2016, from the City of Springfield, Missouri to said Trustee (the "Indenture")

Pursuant to Article IV of the Indenture, the City of Springfield, Missouri (the "City") requests payment from the Costs of Issuance Fund in accordance with this request and said Article and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment I hereto.
4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Indenture and each item thereof is a proper charge against the Costs of Issuance Fund.
5. Each item listed above has not previously been paid or reimbursed from moneys in the Costs of Issuance Fund and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed from Bond proceeds.
6. There has not been filed with or served upon the City any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Title: Authorized City Representative

**ATTACHMENT I**

**TO WRITTEN REQUEST FOR DISBURSEMENT FROM THE  
COSTS OF ISSUANCE FUND  
CITY OF SPRINGFIELD, MISSOURI  
SPECIAL OBLIGATION REFUNDING BONDS  
SERIES 2016A AND 2016B**

REQUEST NO. \_\_\_\_\_

DATED \_\_\_\_\_, \_\_\_\_

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**SCHEDULE OF PAYMENTS REQUESTED**

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the costs of issuance for which the obligation to be paid was incurred
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Moody's Rating: Series 2016A Bonds – \_\_\_  
 Series 2016B Bonds – \_\_\_  
 See "RATINGS" herein

**BOOK ENTRY ONLY**

*In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), (1) the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, (2) the interest on the Bonds is exempt from Missouri income taxation by the State of Missouri and (3) the Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX MATTERS" in this Official Statement.*

**[\$[principal amount - A]\*  
 CITY OF SPRINGFIELD, MISSOURI  
 SPECIAL OBLIGATION REFUNDING BONDS  
 SERIES 2016A**

**[\$[principal amount - B]\*  
 CITY OF SPRINGFIELD, MISSOURI  
 SPECIAL OBLIGATION REFUNDING BONDS  
 SERIES 2016B**

**Dated: Date of Delivery****Due: May 1, as shown  
on inside cover page**

The Series 2016A Bonds and Series 2016B Bonds (collectively, the "Bonds") will be issued as fully registered bonds and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. The Bonds will be available for purchase in denominations of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. DTC will receive all payments with respect to the Bonds from BOKF, N.A., Kansas City, Missouri, as Trustee under the Indenture (defined herein) for the Bonds. DTC is required to remit such payments to DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. Semiannual interest will be payable on May 1 and November 1, beginning November 1, 2016.

The Bonds will be subject to redemption prior to maturity as described herein.

**The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year of the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the City to pay the principal of and interest on the Bonds.**

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation. The fiscal year of the City begins on each July 1 and ends on the following June 30. No property of the City is pledged or encumbered as security for the payment of the Bonds.

Certain risk factors are associated with the purchase of the Bonds. See "RISK FACTORS."

*The Bonds are offered when, as and if issued and received by Ameritas Investment Corp., as Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York, on or about June \_\_\_, 2016.*



Ameritas Investment Corp.  
Member FINRA/SIPC

The date of this Official Statement is May \_\_\_, 2016.

**[\$principal amount - A]\***  
**CITY OF SPRINGFIELD, MISSOURI**  
**SPECIAL OBLIGATION IMPROVEMENT BONDS**  
**SERIES 2016A**

**MATURITY SCHEDULE\***

<b>Maturity</b>	<b>Principal</b>	<b>Interest</b>		
<b><u>May 1</u></b>	<b><u>Amount</u></b>	<b><u>Rate</u></b>	<b><u>Yield</u></b>	<b><u>Price</u></b>
2017	\$			
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				

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\* Preliminary; subject to change.

**[\$principal amount - B]\***  
**CITY OF SPRINGFIELD, MISSOURI**  
**SPECIAL OBLIGATION REFUNDING BONDS**  
**SERIES 2016B**

**MATURITY SCHEDULE\***

<b>Maturity</b>	<b>Principal</b>	<b>Interest</b>	<b>Yield</b>	<b>Price</b>
<u>May 1</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>
2017	\$			
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				

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\* Preliminary, subject to change.

**CITY OF SPRINGFIELD, MISSOURI**

840 Boonville Avenue  
P.O. Box 8368  
Springfield, Missouri 65801-8368  
(417) 864-1001

**Mayor**

Robert Stephens

**City Council**

Phyllis Ferguson, Zone 1 Councilwoman  
Justin Burnett, Zone 2 Councilman  
Mike Schilling, Zone 3 Councilman  
Craig Fishel, Zone 4 Councilman  
Jan Fisk, General Councilman A  
Craig Hosmer, General Councilman B  
Kristi Fulnecky, General Councilman C  
Ken McClure, General Councilman D

**City Administration**

Greg Burris, City Manager  
Collin Quigley, Assistant City Manager  
Tim Smith, Deputy City Manager  
Anita Cotter, City Clerk  
Marianne Banks, Interim City Attorney  
Mary Mannix-Decker, Director of Finance  
Dan Smith, Director of Public Works  
Mary Lilly Smith, Director of Planning and Development  
Bob Belote, Director of Parks and Recreation  
Brian Weiler, Director of Aviation  
David Hall, Fire Chief  
Paul Williams, Chief of Police  
Steve Meyer, Director of Environmental Services

**UNDERWRITER**

Ameritas Investment Corp.  
Kansas City, Missouri

**BOND COUNSEL**

Gilmore & Bell, P.C.  
Kansas City, Missouri

**CERTIFIED PUBLIC ACCOUNTANTS**

BKD, LLP  
Springfield, Missouri

## REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

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In connection with the offering of the Bonds, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

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**THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION.**

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**IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

### **CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT**

This Official Statement contains "forward-looking statements." These forward-looking statements include statements about the City's projections and future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words "estimate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include those discussed in the "**RISK FACTORS**" section of this Official Statement as well as under the caption "**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Sources of Payment.**" The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

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## OFFICIAL STATEMENT

**[\$[principal amount - A]\*  
CITY OF SPRINGFIELD, MISSOURI  
SPECIAL OBLIGATION REFUNDING BONDS  
SERIES 2016A**

**[\$[principal amount - B]\*  
CITY OF SPRINGFIELD, MISSOURI  
SPECIAL OBLIGATION REFUNDING BONDS  
SERIES 2016B**

### INTRODUCTION

*This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.*

#### **Purpose of this Official Statement**

The purpose of this Official Statement is to furnish information relating to (1) the City of Springfield, Missouri (the “**City**”), and (2) the City’s Special Obligation Refunding Bonds, Series 2016A and Special Obligation Refunding Bonds, Series 2016B (separately, the “**Series 2016A Bonds**” and the “**Series 2016B Bonds**,” and collectively, the “**Bonds**”).

#### **The City**

The City is a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri. See “**THE CITY**.”

#### **The Bonds**

The Bonds are being issued pursuant to the Trust Indenture dated as of June 1, 2016, (the “**Indenture**”) between the City and BOKF, N.A. (the “**Trustee**”).

The Series 2016A Bonds are being issued for the purpose of (i) currently refunding \$[1,870,000] outstanding principal amount of The Public Building Corporation of the City of Springfield, Missouri Municipal Facilities Revenue Bonds, Series 2005A (City of Springfield, Missouri, LPT Capital Improvements Projects) (the “**Series 2005A Refunded Bonds**”), (ii) currently refunding \$4,555,000 outstanding principal amount of The Public Building Corporation of the City of Springfield, Missouri Municipal Facilities Revenue Bonds, Series 2006 (Stormwater Improvements Project) (the “**Series 2006 Refunded Bonds**”), (iii) advance refunding \$5,790,000 outstanding principal amount of The Public Building Corporation of the City of Springfield, Missouri Municipal Facilities Revenue Bonds, Series 2007 (Stormwater Improvements Project) (the “**Series 2007 Refunded Bonds**”), and (iv) paying costs of issuance of the Series 2016A Bonds.

The Series 2016B Bonds are being issued for the purpose of (i) currently refunding \$15,575,000 outstanding principal amount of Springfield Center City Development Corporation Leasehold Revenue Bonds, Series 2002A (Jordan Valley Park – Exposition Center Project) (the “**Series 2002A Refunded Bonds**”), (ii) currently refunding \$1,550,000 outstanding principal amount of The Public Building Corporation of the City of Springfield, Missouri Municipal Facilities Revenue Bonds, Series 2005B (City of Springfield, Missouri, Park Facilities Project) (the “**Series 2005B Refunded Bonds**”), and (ii) paying costs of issuance of the Series 2016B Bonds.

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\* Preliminary; subject to change.

The Series 2002A Refunded Bonds, the Series 2005B Refunded Bonds, the Series 2005A Refunded Bonds and the Series 2006 Refunded Bonds are collectively referred to herein as the “Currently Refunded Bonds.” The Series 2007 Refunded Bonds are referred to herein as the “Advance Refunded Bonds.” The Currently Refunded Bonds and the Advance Refunded Bonds are collectively referred to herein as the “Refunded Bonds.”

See “**PLAN OF FINANCING.**”

### **Security and Source of Payment**

The payment of the principal of and interest on the Bonds and the obligation to make other payments required under the Indenture is subject to annual appropriation by the City. The City is not required or obligated to make any such appropriation. No property of the City is pledged or encumbered to secure payment of the Bonds.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year of the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years (“**Appropriated Moneys**”). The City is not obligated to make any such annual appropriation. The fiscal year of the City (the “**Fiscal Year**”) begins on each July 1<sup>st</sup> and ends on the following June 30<sup>th</sup>.

The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds. See “**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.**”

### **Financial Statements**

Audited financial statements of the City, as of and for the fiscal year ended June 30, 2015, are included in *Appendix D* to this Official Statement. These financial statements have been audited by BKD, LLP, Springfield, Missouri, independent certified public accountants, to the extent and for the period indicated in their report, which is also included in *Appendix D*.

### **Continuing Disclosure Information**

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has also agreed to provide to the Municipal Securities Rulemaking Board prompt notice of the occurrence of certain events with respect to the Bonds. See “**CONTINUING DISCLOSURE.**”

### **Bond Rating**

The City has received the respective ratings on the Bonds set forth on the cover page from Moody’s Investors Service. See “**RATINGS.**”

## **THE CITY**

The City contains approximately 82.7 square miles of area and is located in Greene County in the southwest portion of the State of Missouri. The City is the county seat of Greene County, Missouri (the “County”) and is located approximately 170 miles southeast of Kansas City and 200 miles southwest of St.

Louis. The City is located at the junction of Interstate 44, U. S. Highways 65, 60 and 160, and State Routes 13 and 344. The City is the third largest metropolitan area in the State of Missouri and is a major center for trade and commerce in the southwest portion of the State of Missouri.

For further information about the City, see *Appendix A – City of Springfield, Missouri – General, Economic and Financial Information* and *Appendix D – City of Springfield, Missouri Comprehensive Annual Financial Report with Independent Auditor’s Report for the Year Ended June 30, 2015.*”

## PLAN OF FINANCING

### Authorization and Purpose of the Bonds

The Bonds are authorized and being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the City’s Charter, an ordinance passed by the City Council (the “**Bond Ordinance**”) and the Indenture. The Bonds are being issued for the purpose of refunding the Refunded Bonds and paying costs of issuance for the Bonds.

### Refunding of the Refunded Bonds\*

To effect the refunding of the Refunded Bonds, proceeds of the Bonds, together with other available moneys from the funds and accounts for the Refunded Bonds, will be deposited as described below:

1. The amount of \$\_\_\_\_\_ from proceeds of the Series 2016B Bonds and the funds and accounts established for the Series 2002A Refunded Bonds will be deposited with Commerce Bank as trustee and paying agent for the Series 2002A Refunded Bonds to redeem the Series 2002A Refunded Bonds on July 5, 2016.
2. The amount of \$\_\_\_\_\_ from proceeds of the Series 2016B Bonds and the funds and accounts established for the Series 2005B Refunded Bonds will be deposited with UMB Bank, N.A. as trustee and paying agent for the Series 2005B Refunded Bonds to redeem the Series 2005B Refunded Bonds on July 5, 2016.
3. The amount of \$\_\_\_\_\_ from proceeds of the Series 2016A Bonds and the funds and accounts established for the Series 2005A Refunded Bonds will be deposited with UMB Bank, N.A. as trustee and paying agent for the Series 2005A Refunded Bonds to redeem the Series 2005A Refunded Bonds on July 5, 2016.
4. The amount of \$\_\_\_\_\_ from proceeds of the Series 2016A Bonds and the funds and accounts established for the Series 2006 Refunded Bonds will be deposited with UMB Bank, N.A. as trustee and paying agent for the Series 2006 Refunded Bonds to redeem the Series 2006 Refunded Bonds on July 5, 2016.
5. The amount of \$\_\_\_\_\_ from proceeds of the Series 2016A Bonds and the funds and accounts established for the Series 2007 Refunded Bonds will be deposited with UMB Bank, N.A. as escrow agent in an escrow fund (the “Escrow Fund”) created under an Escrow Trust Agreement dated June 1, 2016, to purchase certain securities and establish an initial cash balance. The moneys and securities deposited in the Escrow Fund will be sufficient, without consideration of reinvestment, to pay the applicable principal and interest due on the Series 2007 Refunded Bonds through the date of their redemption or maturity, as applicable.

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\* Preliminary, subject to change.

After the issuance of the Bonds and the deposits described above, the various series of Refunded Bonds will be payable only from the corresponding deposits and such amounts will be irrevocably pledged for that purpose.

Set forth below is a description of the Refunded Bonds. All of the bonds of each series are being paid or redeemed as described below.

Series 2002A Refunded Bonds

<u>Dated Date</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
9/15/02	6/1/17	\$845,000	4.100%	851073AK2	7/5/16	100%
9/15/02	6/1/22	5,785,000	4.500	851073AL0	7/5/16	100
9/15/02	6/1/27	8,945,000	5.000	851073AM8	7/5/16	100

Series 2005A Refunded Bonds

<u>Dated Date</u>	<u>Maturity Date</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
9/1/05	5/1/20	\$1,870,000	4.000%	85100LAL7	7/5/16	100%

\*remaining principal amount of \$2,295,000 term bond

Series 2005B Refunded Bonds

<u>Dated Date</u>	<u>Maturity Date</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
9/1/05	5/1/25	\$1,550,000	4.375%	85100LAX1	7/5/16	100%

\*remaining principal amount of \$1,690,000 term bond

Series 2006 Refunded Bonds

<u>Dated Date</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
8/1/06	5/1/17	\$375,000	4.000%	85100LBJ1	7/5/16	100%
8/1/06	5/1/18	390,000	4.250	85100LBK8	7/5/16	100
8/1/06	5/1/19	405,000	4.000	85100LBL6	7/5/16	100
8/1/06	5/1/20	425,000	4.250	85100LBM4	7/5/16	100
8/1/06	5/1/21	440,000	4.250	85100LBN2	7/5/16	100
8/1/06	5/1/26	2,520,000	4.500	85100LBP7	7/5/16	100

Series 2007 Refunded Bonds

<u>Dated Date</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>	<u>Redemption Date*</u>	<u>Redemption Price</u>
10/11/07	5/1/17	\$375,000	4.500%	85100LBZ5	5/1/17	100%
10/11/07	5/1/18	390,000	4.500	85100LCA9	5/1/17	100
10/11/07	5/1/19	405,000	4.500	85100LCB7	5/1/17	100
10/11/07	5/1/20	425,000	4.150	85100LCC5	5/1/17	100
10/11/07	5/1/27	440,000	5.000	85100LCD3	5/1/17	100

\*the Series 2007 Refunded Bonds with a maturity date of 5/1/17 will be paid on their stated maturity date

**Sources and Uses of Funds\***

The following table summarizes the estimated sources and uses of funds for the plan of financing:

*Sources of Funds:*

Principal of the Series 2016 Bonds .....	\$ _____
Net original issue (discount)/premium .....	_____
Prior Issue Reserve Funds .....	_____
Total.....	\$ _____

*Uses of Funds:*

Current Refunding Deposits .....	\$ _____
Advance Refunding Deposit.....	_____
Costs of issuance .....	_____
Total.....	\$ _____

**THE BONDS**

*The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Indenture for the detailed terms and provisions thereof.*

**Description of the Bonds**

The Series 2016A Bonds will be issued in the principal amount of \$[principal amount - A]\* and the Series 2016B Bonds will be issued in the principal amount of \$[principal amount - B].\* The Bonds will be dated the date of initial issuance and delivery thereof, and will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on May 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2016. While the Bonds remain in book-entry only form, payments to Beneficial Owners (as defined herein) are governed by the rules of DTC as described in *Appendix E*. If DTC ceases to act as securities depository for the Bonds, payment may be made as described in the Indenture.

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\* Preliminary, subject to change.

## **Redemption**

### ***Optional Redemption – Series 2016A Bonds***

At the option of the City, the Series 2016A Bonds or portions thereof maturing on May 1, \_\_\_\_\_ and thereafter may be called for redemption and payment prior to maturity on May 1, \_\_\_\_\_ and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. When less than all Series 2016A Bonds are to be redeemed, such Series 2016A Bonds will be redeemed from maturities selected by the City, and Series 2016A Bonds of less than a full maturity will be selected by the Paying Agent in multiples of \$5,000 principal amount.

### ***Extraordinary Optional Redemption – Series 2016A Bonds***

The Series 2016A Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Series 2016A Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
- (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
- (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or
- (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

### ***Optional Redemption – Series 2016B Bonds***

At the option of the City, the Series 2016B Bonds or portions thereof maturing on May 1, \_\_\_\_\_ and thereafter may be called for redemption and payment prior to maturity on May 1, \_\_\_\_\_ and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. When less than all Series 2016B Bonds are to be redeemed, such Series 2016B Bonds will be redeemed from maturities selected by the City, and Series 2016B Bonds of less than a full maturity will be selected by the Paying Agent in multiples of \$5,000 principal amount.

### ***Extraordinary Optional Redemption – Series 2016B Bonds***

The Series 2016B Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Series 2016B Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

(1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);

(2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;

(3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or

(4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

***Mandatory Sinking Fund Redemption - Series 2016A Bonds***

The Series 2016A Bonds maturing on May 1, \_\_\_\_\_ are subject to mandatory sinking fund redemption and payment prior to stated maturity on May 1 in each of the following years, at 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the following schedule:

<u>May 1</u>	<u>Principal Amount</u>
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\_\_\_\_\_  
\*Final maturity.

***Mandatory Sinking Fund Redemption - Series 2016B Bonds***

The Series 2016B Bonds maturing on May 1, \_\_\_\_\_ are subject to mandatory sinking fund redemption and payment prior to stated maturity on May 1 in each of the following years, at 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the following schedule:

<u>May 1</u>	<u>Principal Amount</u>
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\_\_\_\_\_  
\*Final maturity.

***Notice and Effect of Call for Redemption.*** If any of the Bonds are to be redeemed prior to maturity, the Trustee will give written notice of the City's intention to redeem and pay the Bonds by first-class mail to

the original purchaser of the Bonds, and to the Registered Owner of each Bond, said notice to be mailed not less than 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed will become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Bonds or portion of Bonds shall cease to bear interest.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent will provide the notices of Bonds to be redeemed to DTC. It is expected that DTC will, in turn, notify the DTC Participants and that the DTC Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a DTC Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, a DTC Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, will not affect the validity of the redemption of such Bond.

### **Book-Entry Only System**

Ownership interests in the Bonds will be available to purchasers only through a book-entry only system (the “**Book-Entry Only System**”) described in *Appendix E*.

### **Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System**

If the Book-Entry Only System is discontinued the following provisions would apply: Each Bond when issued will be registered by the Trustee in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange.

## **SECURITY AND SOURCES OF PAYMENT FOR THE BONDS**

### **Sources of Payment**

***Annual Appropriation Obligations.*** The Bonds and the interest thereon constitute special obligations of the City payable solely from Appropriated Moneys. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property to the City to pay the principal of and interest on the Bonds. See “**Appendix B – Definitions of Words and Terms and Summary of the Indenture.**”

In the Bond Ordinance, the City Council has directed the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals, subject to the provisions of the Indenture, from and after delivery of the Bonds and so long as any of the Bonds are outstanding, to (1) include in each annual budget prepared and presented to the City Council an appropriation of the amount necessary to pay debt service on the Bonds in the next succeeding Fiscal Year, and (2) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

The payment of the principal of and interest on the Bonds and other payments by the City under the Indenture are subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council. No property of the City is pledged or encumbered as security for payment of the Bonds.

## **RISK FACTORS**

The following describes certain risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

**THE BONDS DO NOT GIVE RISE TO A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY, THE STATE OF MISSOURI, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER DEBT LIMITATION OR PROVISION.**

**THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE ANNUAL APPROPRIATION OF FUNDS BY THE CITY FOR THAT PURPOSE AS DESCRIBED HEREIN. IN EACH FISCAL YEAR, PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE MADE SOLELY FROM THE AMOUNTS APPROPRIATED THEREFOR FROM (1) THE INCOME AND REVENUES OF THE CITY PROVIDED FOR SUCH YEAR PLUS (2) ANY UNENCUMBERED BALANCES FOR PREVIOUS YEARS, AND THE DECISION WHETHER TO MAKE SUCH APPROPRIATION EACH YEAR SHALL BE WITHIN THE SOLE DISCRETION OF THE THEN CURRENT CITY COUNCIL. SUBJECT TO THE PRECEDING SENTENCE, THE OBLIGATIONS OF THE CITY TO MAKE PAYMENTS HEREUNDER AND TO PERFORM AND OBSERVE ANY OTHER COVENANT AND AGREEMENT CONTAINED IN THE INDENTURE SHALL BE ABSOLUTE AND UNCONDITIONAL.**

**IF THE CITY FAILS TO APPROPRIATE AMOUNTS SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS IN ANY FISCAL YEAR, NO OTHER FUNDS OR PROPERTY WILL BE AVAILABLE TO PAY SUCH PRINCIPAL AND INTEREST. NO PROPERTY OF THE CITY IS PLEDGED OR ENCUMBERED TO SECURE PAYMENT OF THE BONDS. NO DEBT SERVICE RESERVE FUND HAS BEEN ESTABLISHED FOR THE BONDS.**

## **LEGAL MATTERS**

### **Legal Proceedings**

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened against the City wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or which might affect the City's ability to meet its obligations to pay the Bonds.

### **Approval of Legality**

All legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Bond Counsel has participated in the preparation of this Official Statement, but the factual and financial information appearing herein has been supplied or reviewed by certain officials of the City, and the financial information appearing in *Appendix D* has been provided by the City and certified public accountants, as referred to herein. Bond Counsel expresses no

opinion as to the accuracy or sufficiency of any information contained in this Official Statement except for the matters appearing in the sections of this Official Statement captioned “**THE BONDS,**” “**LEGAL MATTERS – Approval of Legality**” and “**TAX MATTERS**” and, accordingly, expresses no opinion as to the accuracy or sufficiency of any other statements, material or financial information contained herein or used in the offering or sale of the Bonds.

## **TAX MATTERS**

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

### **Opinion of Bond Counsel**

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under the law existing as of the issue date of the Bonds:

***Federal and Missouri Tax Exemption.*** The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

***Alternative Minimum Tax.*** Interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

***Bank Qualification.*** The Bonds have not been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code.

Bond counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading “**TAX MATTERS.**”

### **Other Tax Consequences**

***Original Issue Discount.*** For federal income tax purposes, original issue discount (“OID”) is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is the first price at which a substantial amount of the Bonds of that maturity have been sold (ignoring sales to

bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). Under Section 1288 of the Code, OID on tax-exempt bonds accrues on a compound basis. The amount of OID that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of OID accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of OID accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of OID.

***Original Issue Premium.*** If a Bond is issued at a price that exceeds the stated redemption price at maturity of the Bond, the excess of the purchase price over the stated redemption price at maturity constitutes "premium" on that Bond. Under Section 171 of the Code, the purchaser of that Bond must amortize the premium over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

***Sale, Exchange or Retirement of Bonds.*** Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

***Reporting Requirements.*** In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

***Collateral Federal Income Tax Consequences.*** Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

## RATINGS

Moody's Investors Service ("Moody's") has assigned the Series 2016A Bonds a rating of \_\_\_\_\_ and the Series 2016B Bonds a rating of \_\_\_\_\_. Such ratings reflect only the view of such rating agency at the time such ratings are given, and the City will make no representation as to the appropriateness of such ratings or that such ratings would not be changed, suspended or withdrawn.

Moody's relies on the City, accountants and others for the accuracy and completeness of the information submitted in connection with ratings. A bond rating is not a "market" rating nor a recommendation to buy, hold or sell the Bonds, and such ratings may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of rating could have an adverse effect on the market price and marketability of the Bonds. An explanation of the significance of such ratings may be obtained only from Moody's at the following address: Moody's Investors Service, 99 Church Street, New York, NY 10007.

## UNDERWRITING

Ameritas Investment Corp. (the "**Underwriter**") has agreed, subject to certain conditions, to purchase the Bonds from the City at a price of \$\_\_\_\_\_ (\$\_\_\_\_\_ par amount of the Bonds, plus net original issue premium of \$\_\_\_\_\_, less an underwriting discount of \$\_\_\_\_\_). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter's business activities. The Underwriter will sell certain of the Bonds at a price greater than such purchase price, as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices. In connection with this offering, the Underwriter may overallocate or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has read and participated in the preparation of certain portions of this Official Statement and has supervised the compilation and editing thereof. The Underwriter has not, however, independently verified the factual and financial information contained in this Official Statement and, accordingly, expresses no view as to the sufficiency or accuracy thereof.

To the extent legally permitted, the City has agreed to indemnify the Underwriter against certain civil liabilities, including certain liabilities under the federal securities laws.

## CONTINUING DISCLOSURE

### General

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has agreed to have updated financial information and operating data for the City available within 180 days after the end of each fiscal year of the City. The financial statements of the City are audited by the City's independent certified public accountants. The City has also agreed to provide notice to the Municipal Securities Rulemaking Board of the occurrence of certain material events with respect to the Bonds. These covenants have been made in order to assist the Underwriter

in complying with SEC Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission. See **Appendix C – Summary of the Continuing Disclosure Agreement.**

#### **Compliance With Prior Continuing Disclosure Undertakings [to be updated]**

The City failed to timely file certain operating data required to be provided pursuant to prior undertakings under SEC Rule 15c2-12 for the fiscal years ended June 30, 2009, 2010, 2011, 2012, 2013 and 2014 and failed to file notices of such failure to file. The City filed its audited financial statements on a timely basis-but did not timely cross-reference the audited financial statements on EMMA to all outstanding issues.

During the past five years the City did not make timely filings of event notices on EMMA relating to certain bond calls, defeasances or rating changes. The City believes this information was disseminated or available through other sources.

The City has updated certain information and is working to update other information on EMMA to remedy the deficiencies described above. The City has written policies and procedures regarding continuing disclosure.

### **MISCELLANEOUS**

#### **Certification and Other Matters Regarding Official Statement**

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the City, certified public accountants, and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized.

Simultaneously with the delivery of the Bonds, the City Manager of the City, acting on behalf of the City, will furnish to the Underwriter a certificate that will shall state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City. Neither the City nor any of its officers, councilmen or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the City or the City's ability to make payments required of it; and further, neither the City nor its officers, councilmen or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the City by the Indenture.

**Additional Information**

Additional information regarding the City or the Bonds may be obtained from the Director of Finance, City of Springfield, 840 Boonville Avenue, P.O. Box 8368, Springfield, Missouri 65801-8368 (417-864-1625), or from the Underwriter, Ameritas Investment Corp., Attention: Karolyn Kline, 800 W. 47<sup>th</sup> Street, Kansas City, Missouri 64112 (816-844-7774).

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Title: City Manager

APPENDIX A

CITY OF SPRINGFIELD, MISSOURI

GENERAL, ECONOMIC AND FINANCIAL INFORMATION

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## GENERAL AND ECONOMIC INFORMATION CONCERNING THE CITY

### Location and Size

The City contains approximately 82.7 square miles of land and is located in Greene County in the southwest portion of the State of Missouri (shown in map at right). The City is the county seat of Greene County, Missouri (the “County”) and is located approximately 170 miles southeast of Kansas City and 200 miles southwest of St. Louis. The City is located at the junction of Interstate 44, U.S. Highways 65, 60 and 160, and State Routes 13 and 344. The City is the third largest metropolitan area in the State of Missouri and is a major center for trade and commerce in the southwest portion of the State of Missouri.



### Population

The following table shows the City’s population since the census of 1920.

#### City of Springfield Population

<u>Year</u>	<u>Population</u>	<u>% Change</u>	<u>Year</u>	<u>Population</u>	<u>% Change</u>
1920	39,631	+12.6	1980	133,116	+10.8
1930	57,527	+45.2	1990	140,494	+5.5
1940	61,238	+6.5	2000	151,580	+7.9
1950	66,731	+9.0	2010	159,498	+5.2
1960	95,867	+43.7	2014*	165,378	+3.7
1970	120,096	+25.3			

#### Springfield MSA Population

	<u>1990</u>	<u>2000</u>	<u>1990-2000</u>	<u>2010</u>	<u>2000-</u>	<u>2014</u>	<u>2010-2014</u>
	<u>Population</u>	<u>Population</u>	<u>% Change</u>	<u>Population</u>	<u>2010</u>	<u>Population*</u>	<u>% Change*</u>
					<u>% Change</u>		
Greene County	207,949	240,391	+15.6	275,174	+14.5%	285,865	+3.9%
Christian County	32,664	54,285	+66.2	77,422	+42.6	82,101	+6.0%
Webster County	23,753	31,045	+30.7	36,202	+16.6	36,888	+1.9%
Dallas County	12,646	15,661	+23.8	16,777	+7.1	16,389	-2.3%
Polk County		<u>26,992</u>	+23.7	<u>31,137</u>	+15.4	<u>31,054</u>	-0.3%
	<u>21,826</u>						
Total	298,838	368,374	+23.3	436,712	+18.6	452,297	+3.6%

\* Estimate as of July 1, 2014

Source: U.S. Census Bureau, Population Division

### Government and Organization

The City was incorporated on February 18, 1838 under the laws of the State. The current Charter was adopted by its citizens on March 17, 1953, in accordance with Article VI, Section 19 of the Missouri Constitution. The City operates under a Council-Manager form of municipal government. The City Council consists of eight elected members and an elected Mayor. The Mayor of the City is elected at-large for a term of two years and cannot serve more than four consecutive terms. There are four zone council members and four general council members, all of whom are elected to four-year terms. Every two years, on the municipal election day, two zone council members and two general council members must stand for re-election. A

councilmember is required to be a qualified voter of the City and a resident thereof for two years immediately prior to his or her election.

As the legislative body, the City Council is responsible for enacting all ordinances, resolutions and regulations governing the City and appointing the members of various boards created under the Charter.

The administrative operations of the City are under the direct control of a City Manager, appointed by the City Council, who is responsible for enforcement of the laws and ordinances of the City and the supervision of all offices and departments created by the City Council.

### **Municipal Services and Utilities**

The City provides a full range of services usually associated with municipalities, including police and fire protection, an emergency communication center, public works operations, environmental services, enforcement of building and sanitary codes, planning and zoning activities, health and welfare services, parks and recreation facilities, an art museum, and general administrative services. The City operates and maintains the sanitary sewer system, the refuse disposal landfill, the Springfield-Branson National Airport, municipal parks and golf courses and has budgetary oversight over City Utilities, which operates the electric, gas, water, fiber/broadband services and bus transportation system.

### **Transportation and Communication Facilities**

The Springfield-Branson National Airport provides service with four airlines offering 11 non-stop destinations, including five of the largest hubs throughout the United States. The airlines represented are American Airlines, Delta, United and Allegiant. The Springfield-Branson National Airport is located on approximately 2,800 acres at the northwest edge of the City with a 7,003 foot runway and an 8,000 foot runway. A 58,000 square foot terminal building opened in May, 2009.

The Burlington Northern Santa Fe Railway has several switch yards in the City and the Missouri and Northern Arkansas Railroad operates several miles of industrial track within the City. Regular motor carrier service is provided daily. More than 40 trucking terminals are located in Springfield, representing the major national carriers including, but not limited to, Prime Trucking, Overnight, Trailiner, and YRC, Inc. Local telephone service is provided by AT&T and many other companies. Springfield is the location of and is served by 10 television broadcast stations, a public television station, at least 15 commercial broadcast radio stations and a public radio station.

### **Educational Institutions and Facilities**

The Springfield R-12 School District is the City's public school system with the highest state classification ("accredited"). The District operates 52 schools (38 elementary schools, nine middle schools and five high schools). Springfield also has several private schools. Missouri State University is located in Springfield, as are Ozarks Technical Community College, Drury University, Evangel University, Cox College, Mercy College of Nursing and Health Sciences at SBU, Baptist Bible College, Bryan University, Vatterott College, Assemblies of God Theological Seminary, Forest Institute of Professional Psychology, Everest College, Midwest Technical Institute and Webster University.

### **Medical and Health Facilities**

Four hospitals are located within the City: Mercy Hospital, Cox Medical Centers North and South, and Ozarks Community Hospital. There are also four specialized hospitals located within the City: Mercy Rehabilitation Hospital, Meyer Orthopedic and Rehabilitation Hospital, Lakeland Behavioral Health System and Select Specialty Hospital. These eight facilities collectively provide approximately 1,894 patient beds. The City is also home to the U.S. Medical Center for Federal Prisoners.

## Recreational and Cultural Facilities

Springfield offers a variety of cultural activities, including the Springfield Symphony Orchestra, the Springfield Regional Opera: A Lyric Theatre Company, the Springfield Little Theatre at the Historic Landers Theatre, the Springfield Ballet, the Springfield Art Museum, the Juanita K. Hammons Hall for the Performing Arts, Gillioz Theatre and Jim D. Morris Arts Center, Springfield Mid-America Singers, Children’s Choirs of Southwest Missouri, The Skinny Improv Comedy Theatre, Swan Repertory Theatre, Vandivort Center Theatre, Springfield Regional Arts Council, The Visual Artist Alliance of Springfield and numerous events sponsored by Missouri State University and area colleges and universities. Springfield is also within easy access of Branson, Missouri, which has many music theaters, shows and events.

## Commerce, Industry and Employment

The City has developed into a diversified industrial, educational and service center. The City has a diversified economy with no single dominant industry.

Listed below are the major employers located within the Springfield MSA:

### Top Springfield MSA Employers

<u>Employer</u>	<u>Type of Business</u>	<u>Employees</u>
St Johns Health System (Mercy Health Systems)	Health Care	9,030
Cox Health Systems	Health Care	7,891
Wal-Mart Stores Inc.	Retail	3,917
Springfield Public Schools	Education	3,199
Bass Pro Shops/Tracker Marine	Retail Manufacturing	2,862
United States Government	Government	2,400
State of Missouri	Government	2,317
Missouri State University	Education	2,184
Citizens Memorial Health Care	Health Care	1,900
City of Springfield	Government	1,596
SRC Holdings	Remanufacturing	1,500
O’Reilly Auto Parts	Retail Manufacturing	1,460

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2015.

The following table shows employment data for the Springfield MSA for the last five years:

### Springfield MSA Employment Data

<u>Average for Year</u>	<u>Total Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Unemployment Rate</u>
2011	222,989	205,770	17,219	7.7%
2012	221,321	207,542	13,779	6.2
2013	221,963	209,151	12,812	5.8
2014	227,471	215,863	11,608	5.1
2015	233,490	223,390	10,100	4.3

Source: MERIC (Missouri Economic Research and Information Center)

## Personal Income

The following table shows per capita personal income data for the Springfield MSA:

### Springfield MSA Per Capita Personal Income

<u>Year</u>	<u>Value</u>	<u>% change from prior year</u>
2010	\$31,754	5.5%
2011	33,082	4.2
2012	33,943	2.6
2013	33,943	0.0
2014	35,115	3.5

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2015.

## Building Permits

The following table shows the number of building permits and total valuation of these permits issued within the City over the five fiscal years 2011 through 2015. These numbers reflect permits issued either for new construction or for major renovation.

### Springfield Building Permits

<u>Fiscal Year</u>	<u>Number of Permits</u>		<u>Value of Permits</u>		<u>Total Value</u>
	<u>Residential</u>	<u>Nonresidential</u>	<u>Residential</u>	<u>Nonresidential</u>	
2010-11	269	356	\$27,574,386	\$201,564,327	\$229,138,713
2011-12	189	110	30,983,260	325,159,879	356,143,139
2012-13	207	88	36,828,747	154,821,507	191,650,254
2013-14	111	60	27,356,561	24,096,612	51,453,173
2014-15	116	97	29,627,513	44,130,397	73,757,910

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## DEBT STRUCTURE OF THE CITY

### Financial Overview

The following table summarizes certain financial information concerning the City, as of June 30, 2015, unless otherwise noted herein. This information should be reviewed in conjunction with the information contained in this section and the excerpts of financial statements of the City in *Appendix D*.

2015 Assessed Valuation <sup>1</sup>	\$2,830,204,918
2015 Estimated Actual Valuation <sup>2</sup>	\$11,244,862,210
Outstanding General Obligation Bonds (“Direct Debt”)	\$11,305,0
Lease and Other Special Obligations <sup>3</sup>	\$104,701,56
Total Direct, Lease and Other Special Obligations (“City Obligations”)	\$116,006,56
Population (2014 estimate)	1
Per Capita City Obligations	\$701.46
Ratio of Direct Debt to Assessed Valuation	0.40%
Ratio of Direct Debt to Estimated Actual Valuation	0.10%
Ratio of City Obligations to Assessed Valuation	4.10%
Ratio of City Obligations to Estimated Actual Valuation	1.03%
Overlapping & Underlying General Obligations (“Indirect Debt”) <sup>4</sup>	\$328,813,726
Total City Obligations and Indirect Debt	\$444,820,289
Per Capita City Obligations and Indirect Debt	\$2,689.72
Ratio of City Obligations and Indirect Debt to Assessed Valuation	15.72%
Ratio of City Obligations and Indirect Debt to Estimated Valuation	3.96%

<sup>1</sup> Assessed valuation provided by the County Clerk as of December 31, 2015. See “**PROPERTY TAX INFORMATION CONCERNING THE CITY.**”

<sup>2</sup> Estimated actual valuation is calculated by dividing different classes of property by the corresponding assessment ratio. For details of these different classes and ratios, see “**PROPERTY TAX INFORMATION CONCERNING THE CITY.**”

<sup>3</sup> See “**DEBT STRUCTURE OF THE CITY – Lease and Other Special Obligations of the City.**” Does not include the Bonds or other obligations described under **DEBT STRUCTURE OF THE CITY** as Enterprise Revenue Fund Obligations.

<sup>4</sup> See “**DEBT STRUCTURE OF THE CITY – Overlapping or Underlying Indebtedness.**”

### Authority to Incur Debt

**General City Purposes.** Under Article VI, Sections 26(b) and 26(c) of the Constitution of Missouri, the City may incur general obligation indebtedness for any authorized City purposes in an amount not to exceed 10% of the assessed valuation of taxable tangible property in the City. Under Article VI, Section 26(d), the City may incur additional indebtedness in an amount not to exceed 10% of assessed valuation for the purpose of acquiring rights-of-way, constructing, extending and improving streets and avenues, and sanitary or storm sewer systems. Under Article VI, Section 26(e), the City may incur additional indebtedness in an amount not to exceed 10% of assessed valuation for the purpose of purchasing or constructing waterworks, electric or other light plants to be owned exclusively by the City. However, the maximum total general obligation indebtedness the City may incur under all four sections may not exceed 20 percent of the assessed valuation of taxable tangible property in the City. The City may only incur such indebtedness upon the approval of four-sevenths of the qualified voters in the City voting on the proposition at any municipal, primary or general election or two-thirds voter approval on any other election date.

The legal debt limitation and debt margin (as of June 30, 2015) of the City are as follows:

**Legal Debt Limitation and Debt Margin**

Constitutional Debt Limitation under Article VI, Sections 26(b) through (e) (20% of 2015 assessed valuation)	\$566,040,984
General Obligation Bonds Outstanding	<u>(11,305,000)</u>
Net Remaining Debt Limitation	\$554,735,984

**Industrial Facilities Purposes.** The City is also authorized under Article VI, Section 23(a) to incur general obligation indebtedness for purchasing, constructing, extending or improving certain industrial facilities in an amount not to exceed 10% of the assessed valuation of taxable tangible property in the City. This 10% limitation is in addition to the 20% limitation applicable for the purposes described above. The City may only incur such indebtedness upon the approval of two-thirds of the qualified voters in the City voting on the proposition. The City has not issued any bonds under the authority of Article VI, Section 23(a).

**Current General Obligation Indebtedness**

The following table sets forth all of the outstanding general obligation indebtedness of the City as of June 30, 2015:

<u>Issue</u>	<u>Amount Outstanding</u>
General Obligation Sewer Improvement, Series 2005B	\$1,645,000
General Obligation Sewer Improvement, Series 2010	2,345,000
General Obligation Sewer Improvement/Refunding, Series 2014B	6,960,000
Lone Pine Neighborhood Improvement District, Series 2003	<u>355,000</u>
Total	\$11,305,000
	0

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2015.

The City has never defaulted on the payment of any of its debt obligations.

**Overlapping or Underlying Indebtedness**

The following table sets forth overlapping and underlying general obligation bonds or special or lease obligations of political subdivisions with boundaries overlapping the City or lying within the City as of June 30, 2015, and the estimated percent attributable to the City, based on information furnished by the jurisdictions responsible for the debt. The City has not independently verified the accuracy or completeness of that information. Furthermore, political subdivisions may have ongoing programs requiring the issuance of substantial additional bonds, the amounts of which cannot be determined at this time.

<u>Jurisdiction</u>	<u>Obligations Outstanding</u>	<u>Percent Attributable to the City</u>	<u>Amount Attributable to the City</u>
	\$347,093,000		
Springfield R-12 School District	0	81.71%	\$283,609,690
Ozarks Technical Community College	32,878,000	45.92	15,097,578
Greene County	46,412,000	61.71	28,640,845
Greene County Library District	<u>2,375,000</u>	61.71	<u>1,465,613</u>
	\$428,758,000		
Total	0		\$328,813,726

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2015.

## Enterprise Fund Revenue Obligations of the City

The following table sets forth all of the outstanding revenue obligations of the City as of June 30, 2015, not including the City Utilities component unit:

	<b><u>Amount Outstanding</u></b>
<b><u>City Revenue Bonds:</u></b>	
State of Missouri State Revolving Fund Program, Water Pollution Control EIERA Series 1994B and 1998B (Sewerage System)	\$472,000
State of Missouri State Revolving Fund Program, Sewer Control EIERA Series 2002B	28,730,000
State of Missouri State Revolving Fund Program, Sewer Control EIERA Series 2005A	5,725,000
State of Missouri State Revolving Fund Program, Sewer Control EIERA Series 2007A	5,800,000
Special Obligation Bonds – State of Missouri Direct Loan Program, Series 2010	10,720,700
Special Obligation Bonds Series 2012 Sewer System Improvement Project	23,845,000
Special Obligation Bonds Series 2015 Sewer System Improvement Project	43,140,000
Public Building Corporation Leasehold Revenue Bonds Series 2006A&B Airport-Mid Field Terminal Project	80,535,000
Public Building Corporation Leasehold Revenue Bonds Series 2009 Airport Rental Car Facility	<u>5,575,000</u>
Total City Revenue Bonds	\$204,542,700
<b><u>City Notes:</u></b>	
State Wastewater Revolving Fund Program Intergovernmental Notes	<u>\$25,494,090</u>
Total City Notes	\$25,494,090

## Capital Lease Obligations

The City entered into several capital leases through April 1, 2020, to purchase equipment and vehicles throughout the City with interest rates ranging from 1.69% thru 4.23%. The net book value of capital assets under lease obligations was \$1,513,297 at June 30, 2015. The future minimum lease obligations and net present value of the minimum lease payments as of June 30, 2014, were as follows:

<b>Year ending June 30:</b>	<b>Governmental <u>Activities</u></b>
2016	\$451,855
2017	451,853
2018	316,243
2019	283,651
2020	160,337
2021	<u>--</u>
Total minimum lease payments	\$1,663,939
Less amounts representing interest	<u>(56,369)</u>
Present value of minimum lease payments	\$1,607,570

The City entered into several capital leases through October 1, 2019, to purchase equipment for the City's golf courses with an interest rates ranging from of 1.6% to 2.29%. The net book value of capital assets under lease obligations was \$194,818 at June 30, 2015. The future minimum lease obligations and net present value of the minimum lease payments as of June 30, 2015, were as follows:

<b>Year ending June 30:</b>	<b>Nonmajor Enterprise Fund</b>
2016	\$42,629
2017	30,440
2018	30,439
2019	30,440
2020	12,016
2021	--
Total minimum lease payments	<u>\$145,964</u>
Less amounts representing interest	<u>(5,062)</u>
Present value of minimum lease payments	\$140,902

### Section 108 Loan Guarantee Assistance Program

During 2005, the City entered into a contract with the U.S. Department of Housing and Urban Development for Section 108 loan guarantee assistance totaling \$7.8 million. Since that time, the following loans have been issued for the following projects:

- \$2.1 million to 319 N. Main, LLC
- \$3 million to College Station
- \$1.6 million for small business loan pool
- \$1.1 million for Brick City, LP, Nanotechnology Partners, LLC and 28 Properties, LLC

	<b><u>Principal</u></b>	<b><u>Interest</u></b>
2016	\$411,000	\$134,233
2017	435,000	124,886
2018	461,000	114,775
2019	483,000	103,978
2020	517,000	92,457
2021-2025	2,947,000	263,629
2026-2030	<u>1,023,000</u>	<u>17,847</u>
	\$6,277,000	\$851,805

### City Utilities Component Unit

The following is a summary of the long-term obligations outstanding for the City Utilities component unit as of September 30, 2014:

	<b>Amount <u>Outstanding</u></b>
<b><u>City Utilities Revenue Obligations:</u></b>	
Public Utility Financing Agreement, 2/1/2006	\$38,780,000
Public Utility Revenue Bonds, Series 2006	596,515,000
Board of Public Utilities, 6/2012 Lease Financing Agreement, due 12/1/2021	<u>49,935,000</u>
Total City Utilities Revenue Obligations	\$685,230,000
Less current maturities	<u>(18,215,000)</u>
Total City Utilities	\$667,015,000

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2015.

## Lease and Other Special Obligations of the City

The following table shows other financial obligations of the City as of June 30, 2015 payable either from current revenues of the City subject to appropriation on an annual basis by the City Council or from certain other limited sources of repayment:

<b><u>Obligation:</u></b>	<b><u>Amount Outstanding</u></b>
Public Building Corporation Leasehold Revenue Bonds Series 2000A (Jordan Valley Park)	\$4,081,467
Springfield Center City Development Corporation Leasehold Revenue Bonds Series 2002A (JVP Exposition Center)	16,330,000
Springfield Center City Development Corporation Leasehold Revenue Bonds Series 2002B (Baseball Stadium)	4,540,000
Springfield Center City Development Corporation Leasehold Revenue Bonds Series 2002C (Jordan Valley Park)	3,985,000
LCRA, Series 2003 Variable Rate University Plaza	3,500,000
Public Building Corporation Leasehold Revenue Bonds Series 2003 Recreation Ice Taxable	7,190,000
LCRA, Series 2004 SBDL Variable Rate Taxable Revenue Bonds	1,090,000
Public Building Corporation Municipal Facilities Revenue Bonds Series 2005A Capital Improvement Projects	2,295,000
Public Building Corporation Municipal Facilities Revenue Bonds Series 2005B Park Facilities	1,690,000
Public Building Corporation Municipal Facilities Revenue Bonds Series 2006 Storm Water Improvements	4,915,000
Public Building Corporation Leasehold Revenue Bonds Series 2007 Storm Water Improvements	6,185,000
Special Obligation Bonds Series 2007A College Station Parking Garage	8,985,000
Special Obligation Bonds Series 2007B Heers Parking Garage	5,645,000
Public Building Corporation Municipal Facilities Revenue Bonds Series 2009 Storm Water Improvements	3,835,000
Special Obligation Refunding Bonds Series 2010	9,225,000
Special Obligation Refunding and Improvement Bonds Series 2011A and 2011B	6,295,000
Taxable Special Obligation Bonds Series 2013 Ozark Empire Fairgrounds Project	455,000
Special Obligation Refunding Bonds Series 2014A	13,040,000
Capital Lease Purchase, 2007 – Service Center Fuel Tanks	71,837
Capital Lease Purchase, 2011 – Parks Mower	12,088
Capital Lease Purchase, 2012 – Parks Equipment	288,592
Capital Lease Purchase, 2013 – Parks Equipment	241,450
Capital Lease Purchase, 2013 – Information Systems Equipment	228,204
Capital Lease Purchase, 2014 – Parks Equipment	449,115
Capital Lease Purchase, 2014 – Police Equipment	128,810
Total	<u>\$104,701,563</u>

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2015.

## FINANCIAL INFORMATION CONCERNING THE CITY

### Accounting

The City's budget is a plan for financing the programs of the City and is perhaps the most valuable document assisting the Mayor, City Council and the City Manager in guiding the growth of the City. The

budget is the City Council's vehicle for describing the scope of services to be performed and capital improvements to be made during a given period of time. Because of the manner in which revenue estimates and appropriations are set up in the accounting records, the budget also provides a basis for control over municipal operations throughout the entire year. The City has developed and uses a program performance budget.

The budget process has four stages:

- **Budget Preparation:** Departments are required to prepare their program budget requests for the upcoming fiscal year on forms supplied by the office of the Director of Finance. The amounts requested must be justified in terms of the results to be achieved.
- **Budget and Program Review:** The Director of Finance reviews all departmental program budget requests and makes recommendations to the City Manager. The City Manager and the Director of Finance confer with departmental officials to determine appropriate budget levels after which the City Manager makes the final budget decisions and submits his or her recommendations to the Mayor and City Council.
- **Consideration and Adoption:** Sixty days prior to the City's fiscal year end (*i.e.*, by May 1 each year), the City Manager's recommended budget is given to the Mayor and City Council for their review. They may make changes during this 60-day period and adopt the budget in accordance with provisions of the Charter.
- **Execution of the Budget Plan:** This is the actual implementation of the budget as adopted by the Mayor and City Council.

The City's Charter prescribes a mechanism for balancing the budget and limits the expenditures in the budget to available revenues each year.

### **Basis of Accounting**

The basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The City uses fund accounting to ensure compliance with finance-related legal requirements. Funds are divided into three categories—governmental, proprietary and fiduciary.

Governmental funds are used to report functions of the City principally supported by taxes and intergovernmental revenues, including general government, public works, public safety, parks and recreation, public health, and planning and development. Governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year.

The City uses two types of proprietary funds. Enterprise funds are used to report functions that are intended to recover all or a significant portion of the City's costs through user fees and charges, including the airport, sanitary sewerage system, refuse disposal and golf. Internal service funds are used to accumulate and allocate costs internally among the City's various functions, including the City's service center, print shop and self-insurance (health and workers' compensation insurance) activities.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government, which are not available to support the City's own programs, including pension trust funds held in trust for pension benefits.

The governmental funds are accounted for using the modified accrual basis of accounting. Revenues are recognized when they become measurable and available as net current assets. Such revenue items are principally property and sales taxes, interest, intergovernmental revenues and special assessments. Expenditures are recorded when the liability is incurred, except for interest on long term debt, which is recorded when due. The governmental funds' measurement focus is on the determination of financial position and flow of financial resources rather than on a net income determination.

The proprietary funds and pension trust funds utilize the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the receipt or payment of cash. The measurement focus is on the determination of net income, financial position and cash flows. The assets and liabilities of agency funds are measured on the modified accrual basis of accounting. Agency funds are purely custodial and, thus, do not include measurement of results of operations.

For purposes of the City's financial statements, the financial reporting entity consists of the primary government (*i.e.*, the City) and its component units, for which the City is considered financially accountable.

Blended Component Units – The following legally separate entities are component units that are, in substance, a part of the City's general operations. These component units provide services entirely, or almost entirely, to the primary government or provide services that exclusively, or almost exclusively, benefit the primary government. Data from these units is combined with data of the primary government for financial reporting purposes.

*The Public Building Corporation of the City of Springfield, Missouri (“PBC”)*, a nonprofit corporation established to acquire, develop, construct and own facilities within the City approved by the City Council to promote the economic, social, industrial, cultural and commercial growth for the benefit of the City and its residents. Although legally separate from the City, the PBC is reported as if it were part of the primary government because its sole purpose is to finance the construction of capital projects within the City. No separate financial statements are prepared for the PBC.

*The Springfield Center City Development Corporation (“SCCDC”)*, a nonprofit corporation established to consider the feasibility and finance the costs of certain improvements to be located in the center city area which will promote the public welfare by improving and enhancing the ability of the City to provide for the health, safety and welfare of its citizens and quality recreational services to the citizens and visitors of the City. Although legally separate from the City, the SCCDC is reported as if it were part of the primary government because its sole purpose is to finance the construction of capital projects within the City. No separate financial statements are prepared for the SCCDC.

*The Land Clearance for the Redevelopment Authority of the City of Springfield, Missouri (“LCRA”)*, a public corporation established to provide incentives to encourage investment and issue bonds to finance redevelopment and blight remediation. Although legally separate from the City, the LCRA is reported as if it were part of the primary government because its sole purpose is to finance the construction of capital projects within the City. No separate financial statements are prepared for the LCRA.

Discretely Presented Component Unit – The below mentioned discretely presented component unit is reflected separately in the financial statements to emphasize that it is legally separate from the City.

City Utilities of Springfield, Missouri (“CU”) is a municipally owned utility controlled by the Board of Public Utilities, which is appointed by the City Council in accordance with the City's Charter.

The financial statements of the governmental activities, the business-type activities, the blended component unit and the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as and for the fiscal year ended June 30, 2015, which collectively comprise the City's basic financial statements, were audited by BKD LLP, Springfield, Missouri, a firm of independent certified public accountants, in accordance with generally accepted auditing standards. Copies of the audit

reports for the past three years are on file in the City Clerk's office and are available for review on the City's website at <http://www.springfieldmo.gov/budget/downloads.html>.

## Governmental Funds Summary

The following Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances of the City was prepared from the audited financial statements of the City. The statement set forth below should be read in conjunction with the financial statements and accompanying notes set forth in *Appendix D* of this Official Statement and the financial statements on file with the City.

### Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances

	<u>2011</u>		<u>2014</u>		<u>2015</u>
<b>Revenues:</b>					
Taxes:					
Property	\$19,338,095	\$20,018,747	\$20,488,987	\$20,129,940	\$20,763,752
Sales	110,182,599	116,568,195	111,312,248	116,226,539	120,805,757
Franchise	6,951,168	6,900,026	6,517,592	6,246,747	6,256,900
Room	3,541,560	3,835,365	3,871,806	4,202,045	4,544,337
Licenses and permits	3,366,361	3,395,849	3,617,633	4,808,605	5,286,559
Intergovernmental	34,859,729	31,371,296	29,338,794	26,204,790	31,541,996
Charges for services	10,402,016	11,790,000	11,519,006	11,904,562	12,512,858
Fines and forfeitures	1,603,992	1,563,100	1,539,713	1,471,874	1,192,139
Special assessments	830,239	1,433,729	919,225	618,573	665,292
Revenues from use of money and property	1,756,765	945,068	569,156	573,933	1,003,474
Payments in lieu of taxes	12,388,406	12,428,289	13,122,468	14,050,489	14,462,942
Other	4,521,485	6,127,679	6,000,109	8,740,579	4,570,995
<b>Total Revenues</b>	<b>\$209,742,41</b>	<b>\$216,377,34</b>	<b>\$208,816,73</b>	<b>\$215,178,676</b>	<b>\$223,607,001</b>
<b>Expenditures:</b>					
Current:					
Public works	\$16,199,038	\$17,757,303	\$17,648,506	\$19,370,004	\$18,879,250
Public safety	81,833,993	85,374,301	87,970,286	90,226,165	90,421,565
Parks and recreation	22,180,338	23,371,235	26,055,206	26,881,139	27,808,504
Planning and development	4,605,601	3,364,281	4,665,659	3,666,423	3,629,423
Public health	9,710,923	9,044,293	8,920,858	9,092,519	9,806,358
General government	19,018,548	21,040,608	22,676,059	23,018,539	25,608,442
Debt service:					
Principal	12,203,120	11,620,180	9,589,514	9,441,953	13,366,675
Bond Issuance Costs	0	219,376	0	227,097	97,085
Interest and other charges	6,906,682	6,628,131	6,752,525	6,078,224	5,208,066
Capital outlay:	37,175,462	39,585,139	30,444,454	33,238,343	38,044,042
<b>Total expenditures</b>	<b>\$209,833,70</b>	<b>\$218,004,84</b>	<b>\$214,723,06</b>	<b>\$221,240,406</b>	<b>\$232,869,410</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>\$(91,290)</b>	<b>\$(1,627,504)</b>	<b>\$(5,906,330)</b>	<b>\$(6,061,730)</b>	<b>\$(9,262,409)</b>
<b>Other financing sources (uses):</b>					
Issuance of Debt	\$0	\$2,480,000	\$497,000	\$0	\$0
Bond premium (discount)	0	438,280	0	1,151,278	628,749
Bond proceeds	0	0	0	0	2,472,666
Issuance of refunding bonds	0	7,260,000	0	13,645,000	4,487,334
Capital lease proceeds	0	0	630,000	520,000	926,840
Payment to escrow agent	0	(7,335,000)	0	(17,707,066)	0
Transfers in	25,172,496	21,879,950	22,171,624	25,116,425	16,955,426
Transfers out	(24,127,524)	(20,170,343)	(20,650,997)	(23,764,001)	(17,367,239)
<b>Total other financing sources and uses</b>	<b>\$1,044,972</b>	<b>\$4,552,887</b>	<b>\$2,647,627</b>	<b>\$(1,038,364)</b>	<b>\$8,103,776</b>
<b>Net changes in fund balances</b>	<b>\$953,682</b>	<b>\$2,925,383</b>	<b>\$(3,258,703)</b>	<b>\$(7,100,094)</b>	<b>\$(1,158,633)</b>
<b>Fund balances – beginning</b>	<b>\$174,671,94</b>	<b>\$175,625,62</b>	<b>\$178,887,76</b>	<b>\$175,629,065</b>	<b>\$168,528,971</b>
<b>Fund balances – ending</b>	<b>\$175,625,62</b>	<b>\$178,887,76</b>	<b>\$175,629,06</b>	<b>\$168,528,971</b>	<b>\$167,370,338</b>

## Sources of Revenue

The City finances its operations through the local property tax levy, sales tax, licenses and permits, intergovernmental revenues, charges for services, fines and forfeitures, payments in lieu of taxes and miscellaneous sources. In June 1978, when the voters of the City approved a 1% city sales tax, the City eliminated a \$1.00 levy for general government operations. The City's sales tax then became the largest single revenue source to support general government operations. Debt service on general obligation bonds is financed solely through local property taxes or special assessments. For the 2015 fiscal year, the City's sources of revenue for all governmental funds were as follows:

<u>Source</u>	<u>Amount</u>	<u>%</u>
Property taxes	\$20,763,752	9.3%
Sales taxes	120,805,757	54.0%
Franchise and room taxes	10,801,237	4.8%
Licenses and permits	5,286,559	2.4%
Intergovernmental revenues	31,541,996	14.1%
Charges for services	12,512,858	5.6%
Fines and forfeiture	1,192,139	0.5%
Special assessments	665,292	0.3%
Rev. from use of money & property	1,003,474	0.4%
Payments in lieu of taxes	14,462,942	6.5%
Miscellaneous	<u>4,570,995</u>	<u>2.0%</u>
<b>Total Revenue</b>	<b>\$223,607,001</b>	<b>100%</b>

## Tax Limitation Provisions

An amendment to the Missouri Constitution, popularly known as the Hancock Amendment, approved in 1980 places limitations on total state revenues and the levying or increasing of taxes without voter approval. The Missouri Supreme Court has interpreted the definition of "total state revenues" to exclude voter-approved tax increases. The Hancock Amendment also includes provisions for rolling back tax rates. If the assessed valuation of property, excluding the value of new construction and improvements, increases by a larger percentage than the increase in the Consumer Price Index from the previous year (or 5%, if greater), the maximum authorized current levy must be reduced to yield the same gross revenue from existing property, adjusted for changes in the Consumer Price Index, as could have been collected at the existing authorized levy on the prior assessed value. This reduction is often referred to as a "Hancock rollback." The limitation on local governmental units does not apply to taxes imposed for the payment of principal and interest on general obligation bonds.

## Risk Management

The City's risk management program, established in 1987, consists of a combination of self-insured and insured components. The City maintains coverage general liability, public officials' liability, law enforcement legal liability, cyber insurance and property insurance. Self-insured components include workers' compensation and health insurance. Loss control efforts consist of various in-house programs directed at such high risk-type activities as workers' compensation claims and automobile liability insurance. These measures are supported by a Loss Control Committee, consisting of members of the five major operating departments. Claims administration is currently handled by third-party administrators and in-house personnel.

## Employee Relations

The City has nearly 1,804 full-time equivalent employees, of which approximately 30% are represented by unions. These unions include the Springfield Police Officers' Association and Firefighters

Local and Municipal Employees (AFSCME). Missouri law requires the public employer to bargain in good faith with the intention of reaching an agreement. The law contemplates that both parties will approach the negotiations with an open mind and will make a reasonable effort to reach an agreement.

Employee relations to this point have been very stable with no major disruptions to city services. Future relations are hard to predict, but all unions have, in the judgment of the City, bargained in good faith in the past. The City's employment level has remained stable over the past few years with no major increases or decreases in personnel.

## **Employee Retirement Systems and Plans**

The City maintains the Pension Trust Fund, which covers substantially all employees of the City's police and fire departments that were hired on or before June 1, 2006. Employees of the City's police and fire departments hired after June 1, 2006, participate in the Missouri Local Government Employees Retirement System (LAGERS), a statewide local government retirement system. LAGERS covers substantially all of the City's employees (not covered under the Pension Trust Fund) and the employees of the City Utilities component unit.

### ***Police Officers' and Fire Fighters' Retirement System (Plan)***

#### General Information about the Plan

*Plan Description* – The City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the "Plan"), is a single-employer, defined benefit pension plan. Prior to closing the Plan to new entrants on January 31, 2010, the City's police officers and fire fighters became members in the Plan as a condition of their employment. Members hired on or after June 1, 2006, have voluntarily left the Plan and are currently members in LAGERS. These former members' contributions to this plan have been refunded and they are no longer due any benefits. Police officers and fire fighters hired on or after February 1, 2010, are provided a retirement plan through LAGERS.

Operations of the Plan are governed by City ordinance and are administered by the Plan's Board of Trustees (the "Trustees"). The Trustees consists of nine voting members: one current member of the police department, one current member of the fire department, one former employee who is currently receiving benefits from the system and six citizens recommended by the City Manager and approved by the City Council. The Trustees also include five nonvoting members, one of which is a member of the City Council designated by the Mayor to act as a liaison. The Plan is not subject to the provisions of the *Employee Retirement Income Security Act of 1974*. Sections 2-441 through 2-483 of the Springfield, Missouri Code of Ordinances should be referred to for complete details of the Plan. Members should also refer to the pamphlet, *City of Springfield Police Officers' and Fire Fighters' Retirement Fund Summary*, for a more complete description of the Plan's provisions.

A separate publicly available financial report is issued that includes financial statements and required supplementary information. The financial report may be obtained by writing to the City of Springfield, Finance Department, P.O. Box 8368, Springfield, Missouri 65801-8368 or by calling (417) 864-1625. An Actuarial Valuation as of June 30, 20\_\_, for the Police Officers and Fire Fighters' Retirement Fund is included in *Appendix F*.

*Retirement Benefits* – Members become vested in the Plan after five years of service. Members are entitled to retirement benefits after 25 years of service, at age 50 after 20 years of service, or at age 60. Members with at least five years of service may elect to receive early retirement reduced benefits at age 55. Normal retirement benefits are 2.8% multiplied by total years of credited service multiplied by the average of a member's highest three years of salary within the last 10 years, limited to 70% of average annual salary.

*Disability Benefits* – Nonduty disability benefits are available to members having at least three years of service who become totally and permanently disabled from nonduty causes. These benefits are 1.75% of the member’s average salary if the member retired prior to January 1, 2005, and seven-eighths of the percentage multiplier rate for the normal service retirement benefit, including the additional three-tenths multiplier for each year of service, subject to a minimum of 25% and a maximum of 50% for members who are current employees of the police or fire departments on and before January 1, 2005.

With respect to any member commencing employment on or after January 1, 2005, and before June 1, 2006, and having at least five years of service who become totally and permanently disabled from nonduty causes shall be entitled to a nonduty disability. This pension shall be payable during the lifetime of the member, provided the disability continues. The pension for members commencing employment on or after January 1, 2005, and before June 1, 2006, shall be equal to seven-eighths of the percentage multiplier rate for the normal service retirement benefit in effect at the time of the granting of the nonduty disability pension, including the additional three-tenths multiplier amount times the average salary for each year of service, subject to a minimum benefit of 25% of average salary and a maximum benefit of 50% of average salary.

Duty disability benefits are available to members, irrespective of the length of service, who become disabled as a direct result of occupational duties. Duty disability benefits are 66 2/3% of the member’s salary in effect at the date of the disability, with an offset for any amounts payable under worker’s compensation.

*Survivor Benefits* – A pension equal to 50% of the member’s average salary in effect at the date of death is payable to the surviving spouse until the spouse remarries if death occurs as a direct result of an act of duty. An additional allowance of 10% of the member’s salary is payable for each surviving child under the age of 18, subject to a maximum payment to a surviving spouse and children of 75% of the member’s salary, with an offset for any amounts payable under workers’ compensation. Survivor’s pensions for nonduty connected deaths are 25% of average salary plus 1 and 1/8% of average salary for each year of service, provided the member had at least five years of service, subject to a maximum of 50% of average salary paid to the surviving spouse. An additional 10% of the member’s salary is payable for each surviving child under the age of 18, subject to a maximum payment of 60% of the member’s salary to a surviving spouse and children for a nonduty death.

*Termination* – A member who terminates employment with the City and is not eligible for benefits from the Plan, is paid on demand and without interest his contributions to the Plan. If the member has five years of service, the member may remain vested and elect to receive benefits payable commencing at the member’s normal retirement date.

*Annual Adjustments* – Plan members entering the Plan prior to June 1, 2006, will have pension benefits increased 3% each July over the amount paid in the preceding month of June, provided the pension has been paid at least 12 months prior to the July change. For age and service retirement pensions, the 3% increase does not begin until the calendar year of the employee’s 56th birthday. Surviving spouses and dependent children receiving benefits are also eligible for the increase.

*Members Covered by Benefit Terms* – Membership in the Plan as of June 30, 2015, is comprised of the following:

	<u>Police Officers</u>	<u>Firefighters</u>	<u>Total</u>
Retirees and beneficiaries currently receiving benefits	257	273	530
Terminated vested members	16	2	18
Fully vested active members	<u>168</u>	<u>133</u>	<u>301</u>
Total	441	408	849

*Contributions* – The City’s funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are designed to accumulate sufficient assets to pay benefits when due. Members entering the Plan prior to June 1, 2006, were required to contribute 14.63% of their annual salary to the Plan for the year ended June 30, 2015. The member contribution rate is comprised of the required 8.50% rate and 6.13% for the additional funding contribution. The Plan requires the additional funding contribution rate be adjusted triennially, with the next adjustment occurring July 1, 2016. The City may, at its discretion, contribute the remaining amounts necessary to fund the Plan using the entry age normal actuarial method as specified by ordinance. For the year ended June 30, 2015, the City’s contribution rate to the Plan was 35% of member salaries.

During the year ended June 30, 2015, contributions totaling \$40,886,734 were made to the Plan. In 2015, the employer’s actual contributions of \$7,131,402 and \$30,772,390 in public safety sales tax revenue met the annual required employer’s contributions of \$16,267,747 as determined by the Plan’s actuary. For the year ended June 30, 2015, employer contributions represented 37.8% and employee contributions represented 15.8% of covered payroll.

The amount of contributions relating to the public safety sales tax due from the City of Springfield at June 30, 2015, was \$5,055,966. The public safety sales tax earned in May and June 2015 was \$3,179,167 and \$1,876,799, respectively. The Plan received these contributions subsequent to June 30, 2015.

The reimposition of the ¾ cent sales tax was approved by City voters on April 8, 2014 after an initial 5 years of collection. The tax will be in place for 5 years, or whenever the Plan is fully funded, whichever occurs first. The City currently projects that the tax would need to be renewed for one or more additional five year periods for the Plan to be fully funded.

Net Pension Liability

The City’s net pension liability was measured at June 30, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of the date.

*Actuarial Methods and Assumptions* – The total pension liability was determined by an actuarial valuation prepared by Milliman as of June 30, 2015, using the following actuarial assumptions applied to the period included in the measurement:

Actuarial cost method	Entry age normal costs
Inflation	2.5%
Salary increases	Range from 7% at hire to 2.5% at 13 years of service, including inflation
Net investment rate of return	7%
Cost of living adjustment	3%
Retirement age	Percentage retiring in the next year
	<u>Age</u>
	45-50 25%
	51-53 20
	54 25
	55-59 50
	60+ 100
Turnover	Rates based on experience
Mortality	RP-2000 (Healthy and Disabled) with generational projection per Scale AA for healthy participants

The actuarial assumptions used in the June 30, 2015, valuation were based on the results of an actuarial experience study for the period July 1, 2009 – July 1, 2013.

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The long-term expected rate of return on pension plan investments was determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are per the Fund's independent investment consultant as of June 30, 2015.

<u>Asset Class</u>	<u>Index</u>	<u>Target Allocation</u>	<u>Long-Term Expected Nominal Rate of Return</u>
Core Fixed Income	Barclays Immediate Aggregate	13.96%	4.80%
Inflation-Indexed Bonds	Barclays US Treasury US TIPS	4.29%	4.40%
Non-US Fixed Income	Citigroup Non-U.S. World Govt	13.76%	4.90%
Broad US Equities	S&P 500/Russell 2000	23.14%	9.20%
Developed Foreign Equities	MSCI EAFE	17.98%	9.70%
Emerging Market Equities	MSCI EM	8.06%	12.00%
Hedge Funds	HFRI FOF: Conservative Index	9.23%	6.80%
Commodities	Bloomberg Commodity Index	5.73%	7.00%
Real Estate (Property)	NCREIF Fund Index	3.84%	7.00%
Portfolio Arithmetic Mean Return			7.67%
Portfolio Standard Deviation			10.57%
Long-Term Expected Rate of Return			7.00%

*Discount Rate* – The discount rate used to measure the total pension liability at June 30, 2015, was 7%. The Plan's fiduciary net position to be available to make all projected future benefit payments of current active and inactive members. Therefore, the long-term expected rate of return was applied to all periods of projected benefit payments.

Changes in Net Pension Liability

	<u>Total Pension Liability</u>	<u>Increase (Decrease) Plan Fiduciary Net Position</u>	<u>Changes in Net Pension Liability</u>
	<u>(a)</u>	<u>(b)</u>	<u>(a) – (b)</u>
Balances as of June 30, 2014	<u>\$430,036,714</u>	<u>\$309,653,460</u>	<u>\$120,383,254</u>
Changes for the year:			
Service cost	6,421,328	--	6,421,328
Interest on total pension liability	30,102,570	--	30,102,570
Effect of economic/demographic (gains)losses	9,559,745	--	9,559,745
Benefit payments	(23,409,498)	(23,409,498)	--
Employer contributions	--	37,903,792	(37,903,792)
Member contributions	--	2,982,942	(2,982,942)
Net investment income	--	(4,597,116)	4,597,116
Net changes	<u>22,674,145</u>	<u>12,880,120</u>	<u>9,794,025</u>
Balances as of June 30, 2015	<u>\$452,710,859</u>	<u>\$322,533,580</u>	<u>\$130,177,279</u>

[Remainder of page intentionally blank.]

*Sensitivity of the Net Pension Liability to Changes in the Discount Rate* – The following sensitivity analysis presents the net pension liability of the City, calculated using the discount rate of 7% as well as what the City’s net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6%) or 1 percentage point higher (8%) than the current rate:

	<b>1% Decrease (6%)</b>	<b>Current Discount Rate (7%)</b>	<b>1% Increase (8%)</b>
Total pension liability	\$514,343,784	\$452,710,859	\$402,511,609
Fiduciary net position	<u>(322,533,580)</u>	<u>(322,533,580)</u>	<u>(322,533,580)</u>
Net pension liability	\$191,810,204	\$130,177,279	\$79,978,029

*Pension Plan Fiduciary Net Position* – Detailed information about the Plan’s fiduciary net position is available in a separately issued, publicly available financial report that includes financial statements and required supplementary information.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended June 30, 2015, the City recognized pension expense of \$25,873,788 related to the Plan. The City reported deferred outflows and inflows of resources related to the Plan from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Differences between expected and actual experience	\$9,072,523	\$ --
Changes of assumptions	19,473,616	--
Net difference between projected and actual earnings	<u>21,507,649</u>	<u>(10,534,378)</u>
Total	\$50,053,788	\$(10,534,378)

Amounts reported as deferred outflows and deferred inflows or resources related to the Plan will be recognized in pension expense as follows:

<b>Year ended June 30:</b>	
2016	\$14,620,277
2017	14,620,27
2018	4,901,9
2019	5,376,9
2020	--
Thereafter	--
Total	<u>\$39,519,410</u>

Payable to the Plan

At June 30, 2015, the City reported a payable of \$5,055,966 due the Pension Plan from the Public Safety Pension Sales Tax Fund collected for the year ended June 30, 2015.

**Missouri Local Government Employees Retirement System (LAGERS) – The City**

General Information about LAGERS

*Plan Description* – The City’s defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and it is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at [www.molagers.org](http://www.molagers.org).

*Benefits provided* – LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefit vest after 5years of credited service. Employees who retire on or after age 60 (55 for police and fire) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police and fire) and receive a reduced allowance.

Benefit Multiplier:	2%
Final Average Salary:	3 years

Benefit terms provide for annual postretirement adjustments to each member’s retirement allowance subsequent to the member’s retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

*Employees Covered by Benefit Terms* – At June 30, 2015, the following employees were covered by benefit terms:

	<u>General</u>	<u>Police Officers</u>	<u>Fire Fighters</u>
Retirees and beneficiaries			
currently receiving benefits	748	1	1
Terminated vested members	214	8	2
Fully vested active members	<u>1,110</u>	<u>129</u>	<u>71</u>
Total	2,072	138	74

*Contributions* – The City is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is an estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the City do not contribute to LAGERS. Employer contribution rates are 17.6% (General), 16.2% (Police) and 19.6% (Fire) of annual covered payroll.

#### Net Pension Liability

The City’s net pension liability was measured as of June 30, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 28, 2015. The roll-forward of total pension liability from February 28, 2015, to June 30, 2015, reflects expected service cost and interest reduced by actual benefit payments and administrative expenses.

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*Actuarial Assumptions* – The total pension liability in the February 28, 2015, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial cost method	Entry age normal
Inflation	3.5% wage inflation, 3.0% price inflation
Salary increases	3.5% to 8.6%, including wage inflation
Net investment rate of return	7.25%
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	105% of the 1994 Group Annuity Mortality Table set back 0 years for men and 0 years for women. Based upon experience observed during the most recent 5 year period study, it appears that the current table provides for an approximate 13% margin for future mortality improvement.

The actuarial assumptions used in the February 28, 2015, valuation were based on the results of an actuarial experience study for the period March 1, 2005, through February 28, 2010.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of returns (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Rate of Return</u>
Equity	48.50%	5.50%
Fixed Income	25.00%	2.25%
Real Assets	20.00%	4.50%
Strategic Assets	6.50%	7.50%

*Discount Rate* – The discount rate used to measure the total pension liability is 7.25%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pensions plan’s fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

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Changes in the Net Pension Liability

	<b>Increase (Decrease)</b>		
	<b>Total Pension Liability</b> <b>(a)</b>	<b>Plan Fiduciary Net Position</b> <b>(b)</b>	<b>Changes in Net Pension Liability (Asset)</b> <b>(a) - (b)</b>
Balances as of June 30, 2014	<u>\$284,165,554</u>	<u>\$301,697,733</u>	<u>\$(17,532,179)</u>
Changes for the year:			
Service cost	7,314,005	--	7,314,005
Interest on total pension liability	20,338,603	--	20,338,603
Difference between expected and actual experience	(327,941)	--	(327,941)
Benefit payments	(14,709,597)	(14,709,597)	--
Employer contributions	--	10,393,079	(10,393,079)
Net investment income	--	5,869,623	(5,869,623)
Administrative expenses	--	(212,878)	212,878
Other (Net Transfer)	--	<u>(3,482,136)</u>	<u>3,482,136</u>
Net changes	<u>\$ 12,615,070</u>	<u>\$ (2,141,909)</u>	<u>\$14,756,979</u>
Balances as of June 30, 2015	<u>\$296,780,624</u>	<u>\$299,555,824</u>	<u>\$(2,775,200)</u>

*Sensitivity of the Net Pension Liability to Changes in the Discount Rate* – The following sensitivity analysis presents the net pension liability of the City, calculated using the discount rate of 7.25% as well as what the City’s net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.25%) or 1 percentage point higher (8.25%) than the current rate:

	<b>1% Decrease (6.25%)</b>	<b>Current Discount Rate (7.25%)</b>	<b>1% Increase (8.25%)</b>
Total pension liability	\$335,769,789	\$296,780,624	\$264,328,004
Fiduciary net position	<u>(299,555,824)</u>	<u>(299,555,824)</u>	<u>(299,555,824)</u>
Net pension liability (asset)	\$36,213,965	\$(2,775,200)	\$(35,227,820)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended June 30, 2015, the City recognized pension expense of \$12,749,625 related to LAGERS. The City reported deferred outflows and inflows of resources related to LAGERS from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Differences between expected and actual experience	\$ 867,948	\$(1,042,015)
Net difference between projected and actual earnings	<u>12,574,500</u>	--
Total	<u>\$13,442,448</u>	<u>\$(1,042,015)</u>

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Amounts reported as deferred outflows and deferred inflows or resources related to LAGERS will be recognized in pension expense as follows:

<b>Year ended</b>	
<b><u>June 30:</u></b>	
2016	\$2,989,752
2017	2,989,752
2018	2,989,752
2019	2,989,748
2020	(63,094)
Thereafter	<u>504,523</u>
Total	<u>\$12,400,433</u>

Payable to LAGERS

At June 30, 2015, the City reported a payable of \$818,891 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2015.

Allocation of LAGERS Net Pension Asset

The City’s full-time equivalents at June 30, 2015, was used to allocate the net pension liability and deferred inflows of resources and deferred outflows of resources related to pension.

**Missouri Local Government Employees Retirement System (LAGERS) – City Utilities**

City Utilities will implement GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, as amended by GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68* during the year ended September 30, 2015.

Plan Description

City Utilities participate in the LAGERS, an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for local government entities in Missouri.

LAGERS is a defined benefit pension plan that provides retirement, disability and death benefits to plan members and beneficiaries. LAGERS was created and is governed by statute, Section RSMo 70.600-70.755. As such, it is LAGERS’ responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code section 401(a) and it is tax exempt.

LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to LAGERS, P.O. Box 1665, Jefferson City, MO 65102 or by calling 1-800-447-4334.

Funding Policy

City Utilities’ full-time employees do not contribute to the pension plan. City Utilities is required to contribute at an actuarially determined rate; the current rate for City Utilities was 23.0% of annual covered payroll for the year ended September 30, 2014.

The contribution requirements of plan members are determined by the governing body of City Utilities. The contribution provisions of the political subdivision are established by state statute.

Annual Pension Cost

For the year ended September 30, 2014, City Utilities' annual pension expense of \$16,958,000 was equal to the required and actual contributions.

LAGERS historical trend information – City Utilities:

	<u>Annual Pension Cost (APC)</u>	<u>Percentage of APC Contributed</u>	<u>Net Pension Obligation (Asset)</u>
Fiscal year ended:			
June 30, 2012	\$14,669,000	100%	\$ --
June 30, 2013	15,195,000	100%	--
June 30, 2014	16,491,000	100%	--

LAGERS funding status – City Utilities:

<u>Actuarial valuation date</u>	<u>(a) Actuarial value of assets</u>	<u>(b) Actuarial accrued liability</u>	<u>(b-a) Unfunded accrued liability (UAL)</u>	<u>(a/b) Funded ratio</u>	<u>(c) Annual covered payroll</u>	<u>[(b-a)/c] UAL as a percentage of covered payroll</u>
2/28/2014	\$169,561,000	\$259,082,000	\$89,521,000	65%	\$71,465,000	125%

See Schedule of Funding Progress contained in the Required Supplementary Information (Unaudited) below. This schedule presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Plan Assumptions – City Utilities

The required contribution was determined as part of the February 28, 2014, annual actuarial valuation. The actuarial assumptions used included: (a) a rate of return on the investment of present and future assets of 7.25% per year, compounded annually; (b) projected salary increases of 3.5% per year, compounded annually, attributable to inflation; (c) the mortality table used to evaluate mortality among active members was 75% of the RP-2000 Combined Healthy Table. It was assumed that 50% of preretirement deaths would be duty related; and (d) the mortality table used in evaluating allowances to be paid was 105% of the 1994 Group Annuity Mortality table projected to 2000, setback zero years for men and zero years for women. The disability postretirement rates were equal to the standard rates set forward ten years. The actuarial value of assets was determined using techniques that smooth the effects of short-term volatility in the market value of investments over a five-year period. The unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on an open basis. The amortization period at February 28, 2014, ranged between 15 and 21 years.

***Postretirement Benefits Other than Pensions***

The City of Springfield, Missouri, applies Governmental Accounting Standard Board Statement No. 45 (GASB 45), *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pension, (OPEB)*. This statement requires the accounting for the annual cost of other postemployment benefits and the related outstanding liability using an actuarial approach similar to pensions. The City implemented prospectively (zero net obligation at transition).

Plan Description

The City sponsored a single-employer, defined benefit healthcare plan that provided healthcare benefits to retirees and their dependents, including medical and pharmacy coverage from July 1, 2007, through December 31, 2007. During that period, the City required retirees to pay the same medical premium charged to active participants unless they were covered under Medicare in which case they paid a reduced premium. The rates paid by retirees for benefits were lower than the costs of providing coverage. The difference between these amounts is the implicit rate subsidy, which is considered OPEB under GASB Statement No. 45.

Beginning January 1, 2008, the City sponsored a high-deductible healthcare plan for non-Medicare eligible retirees, spouses and dependents. Premiums for this plan are based on total costs of the plan. The City subsidizes the monthly premium by \$300 for the retirees and makes a \$1,000 annual contribution to their health savings account.

Beginning January 1, 2008, the City offered the single-employer, defined healthcare plan for Medicare eligible retirees, spouse and dependents. As an alternative option, the City acted as a paying agent for a Medicare supplement plan offered to this group of retirees at no cost to the City. Effective January 1, 2009, retirees eligible for Medicare are no longer eligible for coverage under the City’s health insurance plan.

The plans do not issue stand-alone financial statements.

Funding Policy

GASB Statement No. 45 does not require funding of the OPEB liability, and at this time, the liability for the City is unfunded. Contributions are made to the plan on a pay-as-you-go basis.

For the year ended June 30, 2015, retirees receiving benefits contributed approximately \$891,000 for current premiums (approximately 48% of total premiums), through the City for the plan offered. Total premiums paid for the year were approximately \$1.85 million. The City also contributed approximately \$141,000 toward the health savings accounts.

Annual OPEB Cost and Net OPEB Obligation

The City’s annual OPEB cost is calculated on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal costs each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years. The following table shows the components of the City’s annual OPEB cost for the year, the amount actually contributed to the plan and change in the City’s net OPEB obligation.

Normal cost	\$1,029,391
Interest on net OPEB obligation	161,746
Adjustment to annual required contribution	<u>(233,844)</u>
Annual OPEB cost	957,293
Contributions made (employer)	<u>(963,646)</u>
Change in net OPEB obligation	(6,353)
Net OPEB obligation, beginning of year	<u>4,043,642</u>
Net OPEB obligation, end of year	\$4,037,289

The City’s annual OPEB cost, the percentage of annual OPEB cost contributed to the plan and the net OPEB obligation for 2015 were as follows:

Fiscal year ended:	<u>Annual OPEB Cost (AOC)</u>	<u>Percentage of AOC Contributed</u>	<u>Net OPEB Obligation</u>
June 30, 2013	\$2,091,286	86%	\$3,755,433
June 30, 2014	962,431	70	4,043,642
June 30, 2015	957,293	100	4,037,289

Funded Status and Funding Progress

As of June 30, 2014, the most recent actuarial valuation date, the plan was 0% funded. The actuarial accrued liability for benefits was \$10.9 million, and the actuarial value of assets was \$0, resulting in an unfunded actuarial accrued liability (UAAL) of \$10.9 million. The covered payroll (annual payroll of active employees covered by the plan) was \$81.6 million and the ratio of the UAAL to covered payroll was 13.4%.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the ARCs of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The actuarial methods and assumptions utilized in the valuation were as follows:

Actuarial cost method	Entry age normal; level dollar
Amortizing method	30 years, open, level dollar
Remaining amortization period	30 years remaining as of June 30, 2014
Discount rate	4%
Inflation rate	3.25%
Healthcare cost trend rate	7.5%, decreasing to 5% in 2020
Retiree contribution increase rate	Assumed increases such that retirees continue to pay 100% of the full cost of coverage before the \$300 per month City subsidy
Mortality	RP-2000 Combined Healthy White Collar Tables projected generationally with Scale AA from 2000

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**INSERTED FROM  
REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)**

**SCHEDULE OF CHANGES IN THE  
CITY'S NET PENSION LIABILITY AND RELATED RATIOS**

**Police Officers' and Fire Fighters' Retirement System**

**June 30, 2015**

	<u>2015</u>	<u>2014</u>
<b>Total Pension Liability</b>		
Service cost	\$6,421,328	\$6,435,458
Interest on total pension liability	30,102,570	28,172,681
Effect of economic/demographic gains or (losses)	9,559,745	3,960,404
Effect of assumption changes or inputs	--	38,019,918
Benefit payments	<u>(23,409,498)</u>	<u>(22,187,500)</u>
<b>Net Change in Total Pension Liability</b>	\$22,674,145	\$54,400,961
<b>Total Pension Liability – Beginning</b>	<u>430,036,714</u>	<u>375,635,753</u>
<b>Total Pension Liability – Ending (a)</b>	<u>\$452,710,859</u>	<u>\$430,036,714</u>
<b>Fiduciary Net Position</b>		
Employer – public safety pension sales tax	\$30,772,390	\$29,315,082
Employer contributions	7,131,402	7,658,315
Member contributions	2,982,942	3,201,170
Net investment income (loss)	(4,344,668)	37,637,463
Other revenue	82,892	25,926
Benefit payments	(20,823,494)	(19,227,871)
Refunds of contributions	(2,586,004)	(2,959,629)
Administrative expenses	<u>(335,340)</u>	<u>(354,745)</u>
<b>Net changes in Fiduciary Net Position</b>	\$12,880,120	\$55,295,711
<b>Fiduciary Net Position – Beginning</b>	<u>\$309,653,460</u>	<u>\$254,357,749</u>
<b>Fiduciary Net Position – Ending (b)</b>	<u>\$322,533,580</u>	<u>\$309,653,460</u>
<b>Net Pension Liability, Ending = (a) – (b)</b>	<u>\$130,177,279</u>	<u>\$120,383,254</u>
<b>Fiduciary Net Position as a Percentage of Total Pension Liability</b>	71.23%	72.01%
<b>Covered Payroll</b>	\$18,844,060	\$18,770,274
<b>Net Pension Liability as a Percentage of Covered Payroll</b>	690.81%	641.35%

**SCHEDULE OF CITY CONTRIBUTIONS**

**Police Officers' and Fire Fighters' Retirement System**

**June 30, 2015**

<b>Fiscal Year Ending June 30</b>	<b>Actuarially Determined Contribution</b>	<b>Actual Employer Contribution</b>	<b>Contribution Deficiency (Excess)</b>	<b>Covered Payroll</b>	<b>Contribution as a % of Covered Payroll</b>
2006	\$9,834,917	\$6,831,086	\$3,003,831	\$23,746,840	28.77%
2007	10,237,825	7,388,016	2,849,809	23,863,923	30.96
2008	12,347,207	8,794,259	3,552,948	24,695,779	35.61
2009	13,273,246	23,979,519	(10,706,273)	23,825,564	100.65
2010	13,137,104	31,916,852	(18,779,748)	20,970,392	152.20
2011	12,972,229	34,141,863	(21,169,634)	20,498,113	166.56
2012	20,881,652	35,726,856	(14,844,934)	19,976,163	178.85
2013	20,823,687	35,615,908	(14,792,221)	20,060,038	177.55
2014	19,607,474	36,973,397	(17,365,923)	18,770,274	196.98
2015	16,267,747	37,903,792	(21,636,045)	18,844,060	201.14

**Notes to Schedule:**

Valuation date:

Actuarially determined contribution rates are calculated as of June 30, two years prior to the end of the fiscal year which the contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal cost
Amortizing method	Level dollar, closed
Remaining amortization period	15 years
Asset valuation method	5 years, nonasymptotic
Inflation	2.5%
Salary increases	Range from 7% at hire to 2.5% at 13 years of service, including inflation
Net investment rate of return	7%
Cost of living adjustment	3%
Retirement age	<u>Percentage retiring in the next year</u>
	25%
	20%
	25%
	50%
	100%
Turnover	Turnover based on experience
Mortality	RP-2000 (Healthy and Disabled) with generational projection per Scale AA for healthy participants

**SCHEDULE OF CHANGES IN THE  
CITY'S NET PENSION LIABILITY AND RELATED RATIOS**

**Missouri Local Government Employees Retirement System**

**June 30, 2015**

	<b><u>2015</u></b>
<b>Total Pension Liability</b>	
Service cost	\$7,314,005
Interest on total pension liability	20,338,603
Difference between expected and actual experience	(327,941)
Benefit payments	<u>(14,709,597)</u>
<b>Net Change in Total Pension Liability</b>	\$12,615,070
<b>Total Pension Liability – Beginning</b>	<u>284,165,554</u>
<b>Total Pension Liability – Ending (a)</b>	<u>\$296,780,624</u>
<b>Fiduciary Net Position</b>	
Employer contributions	\$10,393,079
Net investment income (loss)	5,869,623
Benefit payments	(14,709,597)
Administrative expenses	(212,878)
Other (net transfer)	<u>(3,482,136)</u>
<b>Net changes in Fiduciary Net Position</b>	\$(2,141,909)
<b>Fiduciary Net Position – Beginning</b>	<u>\$301,697,733</u>
<b>Fiduciary Net Position – Ending (b)</b>	<u>\$299,555,824</u>
<b>Net Pension Liability (Asset), Ending = (a) – (b)</b>	<u>\$(2,775,200)</u>
<b>Fiduciary Net Position as a Percentage of Total Pension Liability</b>	100.94%
<b>Covered Payroll</b>	\$58,419,529
<b>Net Pension Liability as a Percentage of Covered Payroll</b>	-4.75%

**SCHEDULE OF CITY CONTRIBUTIONS**

**Missouri Local Government Employees Retirement System**

**June 30, 2015**

<b>Fiscal Year Ending June 30</b>	<b>Actuarially Determined Contribution</b>	<b>Actual Employer Contribution</b>	<b>Contribution Deficiency (Excess)</b>	<b>Covered Payroll</b>	<b>Contribution as a % of Covered Payroll</b>
2006	\$6,744,098	\$6,744,098	\$ --	\$37,889,424	17.80%
2007	7,231,025	7,230,511	514	40,172,359	18.00
2008	8,175,124	8,174,394	730	44,430,017	18.40
2009	8,510,158	8,510,086	72	46,000,852	18.50
2010	8,279,996	8,279,994	2	45,745,835	18.10
2011	8,739,789	8,739,789	--	46,844,243	18.66
2012	8,926,011	8,926,011	--	50,147,350	17.80
2013	9,771,252	9,746,927	24,325	53,695,559	18.15
2014	10,030,188	10,030,190	(2)	57,083,837	17.57
2015	10,389,476	10,393,079	(3,603)	58,419,529	17.79

**Notes to Schedule:**

Valuation date:

Actuarially determined contribution rates are calculated as of February 28, two years and four months prior to the end of the fiscal year which the contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	Multiple bases from 14 to 25 years
Asset valuation method	5 year smoothed market, 20% corridor
Inflation	3.5% wage inflation, 3.0% price inflation
Salary increases	3.5% to 8.6%, including wage inflation
Net investment rate of return	7.25%
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	105% of the 1994 Group Annuity Mortality set back 0 years for men and 0 years for women. Based upon experience observed during the most recent 5 year period study, it appears that the current table provides for an approximate 13% margin for future mortality improvement.

**SCHEDULES OF FUNDING PROGRESS  
YEAR ENDED JUNE 30, 2015**

Missouri Local Government Employees Retirement System (LAGERS)  
City Utilities

	(a)	(b)	(b-a)	(a/b)	(c)	[(b-a)/c]
Actuarial <u>valuation date</u>	Actuarial <u>value of assets</u>	Actuarial <u>accrued liability</u>	Unfunded <u>accrued liability (UAL)</u>	Funded <u>ratio</u>	Annual <u>covered payroll</u>	UAL as a <u>percentage of covered payroll</u>
2/28/2009	\$116,903,000	\$213,273,000	\$96,370,000	55%	\$65,570,000	147%
2/28/2010	126,709,000	218,282,000	91,573,000	58	65,637,000	140
2/28/2011	132,919,000	231,605,000	98,686,000	57	68,100,000	145
2/28/2012	140,402,000	237,273,000	96,871,000	59	68,981,000	140
2/29/2013	147,764,000	240,594,000	92,830,000	61	68,518,000	135
2/28/2014	169,561,000	259,082,000	89,521,000	65	71,465,000	125

**Postretirement Benefits Other than Pension  
Schedule of Funding Progress**

	(a)	(b)	(b-a)	(a/b)	(c)	[(b-a)/c]
Actuarial <u>valuation date</u>	Actuarial <u>value of assets</u>	Actuarial <u>accrued liability</u>	Unfunded <u>accrued liability (UAL)</u>	Funded <u>ratio</u>	Annual <u>covered payroll</u>	UAL as a <u>percentage of covered payroll</u>
6/30/2010	--	\$16,097,621	\$16,097,621	0%	\$71,493,354	23%
6/30/2012	--	21,196,454	21,196,454	0	74,375,829	28
6/30/2014	--	10,877,557	10,877,557	0	81,339,707	13

See **Appendix D** and **Appendix F** to this Official Statement.

**PROPERTY TAX INFORMATION CONCERNING THE CITY**

**Property Valuations**

**Assessment Procedure.** All taxable real and personal property within the City is assessed annually by the County Assessor. Missouri law requires that real property be assessed at the following percentages of true value:

Residential real property.....	19%
Agricultural and horticultural real property .....	12%
Utility, industrial, commercial, railroad and all other real property .....	32%

The assessment ratio for personal property is generally 33-1/3% of true value. However, subclasses of tangible personal property are assessed at the following assessment percentages: grain and other agricultural crops in an unmanufactured condition, 0.5%, livestock, 12%; farm machinery, 12%; historic motor vehicles, 5%; poultry, 12%; and certain tools and equipment used for pollution control, used in retooling for the purpose of introducing new product lines or used for making improvements to existing products by certain types of companies specified by state law, 25%.

A general reassessment of real property occurred statewide in 1985. In order to maintain equalized assessed valuations following this reassessment, the state legislature adopted a maintenance law in 1986. On

January 1 in every odd-numbered year, each County Assessor must adjust the assessed valuation of all real property located within the county in accordance with a two-year assessment and equalization maintenance plan approved by the State Tax Commission.

The County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the Board of Equalization. The County Board of Equalization has the authority to adjust and equalize the values of individual properties appearing on the tax rolls.

**Current Assessed Valuation.** The following table shows the total assessed valuation and the estimated actual valuation, by category, of all taxable tangible property situated in the City as of December 31, 2015:

<u>Type of Property</u>	<u>Total Assessed Valuation</u>	<u>Assessment Rate</u>	<u>Total Estimated Actual Valuation*</u>	<u>% of Actual Valuation</u>
<b>Real:</b>				
Residential	\$1,136,500,030	19.00%	\$5,981,579,105	40.16%
Agricultural	6,431,610	12.00%	53,596,750	0.23%
Commercial	<u>1,182,932,164</u>	32.00%	<u>3,696,663,013</u>	<u>41.80%</u>
<b>Total Real</b>	\$2,325,863,804		\$9,731,838,868	82.18%
<b>Personal</b>	<u>504,341,114</u>	33.33%	<u>1,513,023,342</u>	<u>17.82%</u>
<b>Total Real &amp; Personal</b>	\$2,830,204,918		\$11,244,862,210	100.00%

\* Assumes all personal property is assessed at 33 1/3%; because certain subclasses of tangible personal property are assessed at less than 33 1/3%, the estimated actual valuation for personal property would likely be greater than that shown above. See "Assessment Procedure" discussed above.

**History of Property Valuations.** The total assessed valuation of all taxable tangible property situated in the City according to the assessments of January 1 in each of the following years, has been as follows:

<u>Year</u>	<u>Assessed Valuation</u>	<u>% Change</u>
2009	\$2,495,369,803	2.37%
2010	2,596,634,449	4.06
2011	2,663,770,699	2.59
2012	2,657,426,556	(0.24)
2013	2,656,574,740	(0.03)
2014	2,667,147,118	0.40
2015	2,830,204,918	6.11

**Major Property Taxpayers**

The following table sets forth the taxpayers owning property with the greatest amount of assessed valuation within the City in 2015. The City has not independently verified the accuracy or completeness of such information.

<u>Taxpayer</u>	<u>Taxable Assessed Value</u>	<u>Percentage of Total City Taxable Assessed Value</u>
1. Hammons, John Q.	\$18,813,300	0.66%
2. St. Johns Health Systems	17,248,300	0.61
3. Hermel, Inc. (Simon Property Group)	14,930,910	0.52
4. Jones, Jerral W. Et al	10,605,591	0.37
5. Lester E. Cox Medical Center	9,381,220	0.33
6. Farmers Park LLC	7,091,550	0.25
7. Battlefield Plaza LLC	7,028,290	0.25
8. James River Office Ctr. LLC	6,630,200	0.23
9. Ferrell-Duncan Building Co. LLC	5,397,890	0.19
10. Bass Pro Inc.	5,561,600	0.20
11. New Prime	5,220,040	0.18
12. Lowes Home Centers	4,944,670	0.17
13. O'Reilly Automotive	4,919,010	0.17
14. Bass Pro Outdoor World LLC	<u>4,915,860</u>	<u>0.17</u>
Total	\$122,688,431	4.30%

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2015.

**Property Tax Collection Procedure**

Property taxes are levied by the City and collected by the County, for which the County receives a collection fee of 2% of collections, plus \$10,000 per year.

The City is required by law to prepare an annual budget, which includes an estimate of the amount of revenues to be received from all sources for the budget year. The budget must also include proposed expenditures and must state the amount required for the payment of interest, amortization and redemption charges on the City's debt for the ensuing budget year. Such estimates are based on the assessed valuation figures provided by the County Clerk. The City must fix its ad valorem property tax rates and certify them to the County Clerk not later than September 1<sup>st</sup> for entry in the tax books.

The County Clerk receives the county tax books from the County Assessor, which set forth the assessments of real and personal property. The County Clerk enters the tax rates certified to him by the local taxing bodies in the tax books and assesses such rates against all taxable property in the City as shown in such books. The County Clerk forwards the tax books by October 31<sup>st</sup> to the County Collector, who is charged with levying and collecting taxes as shown therein. The County Collector extends the taxes on the tax rolls and issues the tax statements after November 1<sup>st</sup>. Taxes are due by December 31<sup>st</sup> and become delinquent if not paid to the County Collector by that time. All tracts of land and city lots on which delinquent taxes are due are charged with a penalty of 18% of each year's delinquency. All lands and lots on which taxes are delinquent and unpaid are subject to sale at public auction in August of each year.

The County Collector is required to make disbursements of collected taxes to the City each month. Because of the tax collection procedure described above, the District receives the bulk of its moneys from local property taxes in the months of December, January and February.

**Property Tax Levies**

**Debt Service Levy.** Once indebtedness has been approved by requisite number of the voters voting therefor and bonds are issued, the City is required under Article VI, Section 26(f) of the Missouri Constitution to levy an annual tax on all taxable tangible property therein sufficient to pay the interest and principal of the indebtedness as they fall due and to retire the same within 20 years from the date of issue. The City Council may set the tax rate for debt service, without limitation as to rate or amount, at the level required to make such payments. The City’s debt service levy for 2015 was \$0.2650 per \$100 of assessed valuation.

**Other Levies.** State law permits the City to set a tax rate for municipal operating purposes up to \$1.00 per \$100 of assessed valuation. Any increase in the operating levy above \$1.00 per \$100 of assessed valuation must be approved by two-thirds of the voters voting on the proposition. In June 1978, when the voters of the City approved a 1% city sales tax, the City eliminated a \$1.00 levy for general government operations.

Additional property taxes are permitted for hospitals, public health and museum purposes not exceeding \$0.40 per \$100 of assessed valuation. The levy for parks can be set at any amount approved by the voters. For the fiscal year ending June 30, 2015, the City has a total tax rate (excluding debt service) of \$.3513 per \$100 of assessed valuation.

**Total Tax Levies.** The following tables show the history of tax levies within the City and for overlapping jurisdictions.

**City of Springfield  
Property Tax Rates Per \$100 of Assessed Valuation**

<u>Fiscal Year</u>	<u>Parks</u>	<u>Health</u>	<u>Art Museum</u>	<u>Debt Service</u>	<u>Total</u>
2011	\$0.1809	\$0.1234	\$0.0378	\$0.2595	\$0.6016
2012	0.1807	0.1232	0.0378	0.2592	0.6009
2013	0.1829	0.1247	0.0383	0.2624	0.6083
2014	0.1852	0.1262	0.0388	0.2642	0.6144
2015	0.1858	0.1266	0.0389	0.2650	0.6163

**Overlapping Jurisdictions  
Property Tax Rates Per \$100 of Assessed Valuation**

<u>Fiscal Year</u>	<u>City of Springfield</u>	<u>Springfield R-XII School District</u>	<u>Greene County</u>	<u>Greene County Road &amp; Bridge</u>	<u>Greene County Senior Services</u>	<u>Sheltered Workshop</u>	<u>Springfield-Greene County Library</u>	<u>Vocational College District</u>	<u>State of Missouri</u>	<u>Total</u>
2011	\$0.6016	\$3.6226	\$0.1321	\$0.1321	\$0.0492	\$0.0462	\$0.2412	\$0.1396	\$0.0300	\$4.9946
2012	0.6009	3.6369	0.1307	0.1307	0.0493	0.0463	0.2418	0.1405	0.0300	5.0071
2013	0.6083	3.6990	0.1206	0.1206	0.0496	0.0466	0.2433	0.1408	0.0300	5.0588
2014	0.6144	3.9095	0.1370	0.1370	0.0500	0.0473	0.2469	0.1479	0.0300	5.3200
2015	0.6163	4.0719	0.1288	0.1288	0.0500	0.0474	0.2472	0.1494	0.0300	5.4698

**Property Tax Collections**

The following table sets forth property tax collection information for the City for the last five fiscal years.

<u>Fiscal Year Ended June 30</u>	<u>Total Taxes Levied</u>	<u>Current Taxes Collected</u>		<u>Current &amp; Delinquent Taxes Collected</u>	
		<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>
2010	\$17,138,916	\$16,491,028	96%	\$17,031,344	99%
2011	17,634,611	16,907,056	96	17,502,791	99

2012	18,547,304	18,060,443	97	18,509,318	100
2013	18,756,294	17,835,012	95	18,460,479	98
2014	18,435,583	18,082,925	98	18,082,925	98

**APPENDIX B**

**DEFINITIONS OF WORDS AND TERMS AND SUMMARY OF THE INDENTURE**

**APPENDIX D**

**CITY OF SPRINGFIELD, MISSOURI**

**COMPREHENSIVE ANNUAL FINANCIAL REPORT  
WITH INDEPENDENT AUDITORS' REPORT  
FOR THE YEAR ENDED JUNE 30, 2015**

## APPENDIX E

### BOOK-ENTRY ONLY SYSTEM

*The following information concerning DTC and DTC's Book-Entry Only System has been obtained from sources that the City believes to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the City, the Paying Agent or the Underwriter. The City, the Paying Agent and the Underwriter make no assurances that DTC, Direct Participants, Indirect Participants or other nominees of the Beneficial Owners will act in accordance with the procedures described above or in a timely manner.*

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Payments of principal of or redemption price and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

***None of the Underwriter, the Trustee nor the City will have any responsibility or obligations to any Direct Participants or Indirect Participants or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or any such Direct Participant or Indirect Participant; (ii) the payment by any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price or interest on the Bonds; (iii) the delivery by any such Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to owners of the Bonds; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.***

**APPENDIX F**

**ACTUARIAL REPORT OF THE SEGAL GROUP;  
ACTUARIAL REPORT OF GABRIEL ROEDER SMITH & COMPANY;  
CITY OF SPRINGFIELD POLICE OFFICERS AND FIRE FIGHTERS' RETIREMENT FUND  
ACTUARIAL VALUATION AS OF JUNE 30, 20\_\_**

**ACTUARIAL REPORT OF THE SEGAL GROUP AS OF JUNE 30, 20\_\_\_\_**

**ACTUARIAL REPORT OF GABRIEL ROEDER SMITH & COMPANY AS OF JUNE 30, 20\_\_\_\_**

**CITY OF SPRINGFIELD POLICE OFFICERS AND FIRE FIGHTERS' RETIREMENT FUND  
ACTUARIAL VALUATION AS OF JUNE 30, 20\_\_**

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**TAX COMPLIANCE AGREEMENT**

**Dated as of June 1, 2016**

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**Between**

**CITY OF SPRINGFIELD, MISSOURI**

**And**

**BOKF, N.A.,  
as Trustee**

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**[\$\*\*Principal Amount\*\*]  
City of Springfield, Missouri  
Special Obligation Refunding Bonds  
Series 2016A and 2016B**

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**TAX COMPLIANCE AGREEMENT**

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**Exhibit A** – Allocation of Sources and Uses, Debt Service Schedule, and Computations of Bond Yield and Weighted Average Maturity

**Exhibit B** – IRS Form 8038-G with Attachment

**Exhibit C** – Resolutions of Official Intent for Refunded Bonds

**Exhibit D** – Description of Property Comprising the Financed Facility and Final Written Allocation for the Original Obligations

**Exhibit E** – Sample Annual Compliance Checklist

\* \* \*

## TAX COMPLIANCE AGREEMENT

**THIS TAX COMPLIANCE AGREEMENT** (the “Tax Agreement”), entered into as of June 1, 2016, between **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “Issuer”) and **BOKF, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the “Trustee”).

### RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Issuer of \$[\*\*Series 2016A Principal Amount\*\*] principal amount of Special Obligation Refunding Bonds, Series 2016A (the “Series 2016A Bonds”) and \$[\*\*Series 2016B Principal Amount\*\*] principal amount of Special Obligation Refunding Bonds, Series 2016B (the “Series 2016B Bonds,” together with the Series 2016A Bonds, the “Bonds”), under a Trust Indenture dated the date of this Tax Agreement (the “Indenture”) between the Issuer and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The Issuer adopted a Tax-Exempt Financing Compliance Procedure on May 7, 2012 (the “Tax Compliance Procedure”) for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer and the Trustee represent, covenant and agree as follows:

### ARTICLE I

#### DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases

have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

**“Adjusted Gross Proceeds”** means the Gross Proceeds of the Bonds reduced by amounts (1) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (2) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (3) representing grant repayments or sale or Investment proceeds of any purpose Investment.

**“Advance Refunded Bonds”** means the Series 2007 Refunded Bonds.

**“Advance Refunding Portion”** means the sale proceeds of the Bonds identified in **Section 3.6** together with the remaining Gross Proceeds of the Bonds properly allocable to the refunding of the Advance Refunded Bonds.

**“Bona Fide Debt Service Fund”** means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

**“Bond”** or **“Bonds”** means any bond or bonds of the Series 2016A Bonds and Series 2016B Bonds described in the recitals, authenticated and delivered under the Indenture.

**“Bond Compliance Officer”** means the Issuer’s Director of Finance or other person named in the Tax Compliance Procedure.

**“Bond Counsel”** means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

**“Bond Year”** means each one-year period (or shorter period for the first Bond Year) ending May 1, or another one-year period selected by the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Computation Date”** means each date on which arbitrage rebate for the Bonds is computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The Issuer selects June 1, 2021 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

**“Current Refunded Bonds”** means collectively, the Series 2002 Refunded Bonds, the Series 2005A Refunded Bonds, the Series 2005B Refunded Bonds, and the Series 2006 Refunded Bonds.

**“Current Refunding Portion”** means the sale proceeds of the Bonds identified in **Section 3.6** together with the remaining Gross Proceeds of the Bonds properly allocable to the refunding of the Current Refunded Bonds.

**“Escrow Agent”** means UMB Bank, N.A., and its successors and assigns.

**“Escrow Agreement”** means the Escrow Deposit Agreement dated June 1, 2016 among The Public Building Corporation of the City of Springfield, Missouri, the Issuer, and the Escrow Agent.

**“Escrow Fund”** means the fund by that name referred to in the Indenture and established pursuant to the Escrow Agreement.

**“Final Written Allocation”** means the written allocation of expenditures of proceeds of the Original Obligations as set forth on **Exhibit D**.

**“Financed Facility”** means the portion of the Project being financed or refinanced with the proceeds of the Original Obligations as described on **Exhibit D**.

**“Gross Proceeds”** means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, (e) any other replacement proceeds and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Costs of Issuance Fund.
- (2) Debt Service Fund.
- (3) Escrow Fund.
- (4) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

**“Guaranteed Investment Contract”** is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

**“Indenture”** means the Trust Indenture as originally executed by the Issuer and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

**“Investment”** means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

**“IRS”** means the United States Internal Revenue Service.

**“Issue Date”** means June 2, 2016.

**“Issuer”** means the City of Springfield, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Issuer.

**“Management Agreement”** means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management Agreements.

**“Measurement Period”** means, with respect to each item of property financed as part of the Financed Facility with proceeds of the Original Obligations, the period beginning on the later of (i) the issue date of the Original Obligations or (ii) the date the property was or will be placed in service, and ending on the earlier of (A) the final maturity date of the Bonds or (B) the expected economic useful life of the property.

**“Minor Portion”** means \$100,000.

**“Net Proceeds”** means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

**“Non-Qualified Use”** means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

**“Non-Qualified User”** means any person or entity other than a Qualified User.

**“Opinion of Bond Counsel”** means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

**“Original Obligations”** means the following: (1) Series 2002A Notes; (2) Series 2002 Bonds; (3) Series 2005A Bonds; (4) Series 2005B Bonds; (5) Series 2006 Bonds; and (6) Series 2007 Bonds, which were the first issues of tax-exempt governmental bonds that financed or refinanced a portion of the Financed Facility.

**“Post-Issuance Tax Requirements”** means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

**“Project”** means all of the property being acquired, developed, constructed, renovated, and equipped by the Issuer using Bond proceeds and other money contributed by the Issuer, as described on **Exhibit D**.

**“Proposed Regulations”** means the proposed arbitrage regulations REG 106143-07 (published at 72 Fed. Reg. 54606 (Sept. 26, 2007)).

**“Qualified Use Agreement”** means any of the following:

(1) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm’s-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

**“Qualified User”** means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

**“Rebate Analyst”** means Ameritas Investment Corp. or any successor Rebate Analyst selected pursuant to this Tax Agreement.

**“Refunded Bonds”** means collectively, the Advance Refunded Bonds and the Current Refunded Bonds.

**“Regulations”** means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

**“Series 2002 Bonds”** means the Springfield Center City Development Corporation’s \$19,375,000 original principal amount of Leasehold Revenue Bonds, Series 2002A (Jordan Valley Park – Exposition Center Project), issued October 10, 2002, the proceeds of which current refunded a portion of the Series 2002A Notes and financed new money capital expenditures.

**“Series 2002A Notes”** means the Springfield Center City Development Corporation’s \$3,733,000 original principal amount of Tax-Exempt Bond Anticipation Notes (City of Springfield, Missouri – Jordan Valley Park Development Project), Series 2002, issued June 12, 2002, the proceeds of which financed new money capital expenditures.

**“Series 2002 Refunded Bonds”** means the \$15,575,000 outstanding principal amount of the Series 2002 Bonds being current refunded with a portion of the proceeds of the Series 2016B Bonds.

**“Series 2005A Bonds”** means The Public Building Corporation of the City of Springfield, Missouri’s \$5,705,000 original principal amount of Municipal Facilities Revenue Bonds, Series 2005A (City of Springfield, Missouri, LPT Capital Improvements Projects), issued September 26, 2005, the proceeds of which financed new money capital expenditures.

**“Series 2005A Refunded Bonds”** means the \$1,870,000 outstanding principal amount of the Series 2005A Bonds being currently refunded with a portion of the proceeds of the Series 2016A Bonds.

**“Series 2005B Bonds”** means The Public Building Corporation of the City of Springfield, Missouri’s \$2,800,000 original principal amount of Municipal Facilities Revenue Bonds, Series 2005B (City of Springfield, Missouri, Park Facilities Project), issued September 26, 2005, the proceeds of which financed new money capital expenditures.

**“Series 2005B Refunded Bonds”** means the \$1,550,000 outstanding principal amount of the Series 2005B Bonds being current refunded with a portion of the proceeds of the Series 2016B Bonds.

**“Series 2006 Bonds”** means The Public Building Corporation of the City of Springfield, Missouri’s \$6,520,000 original principal amount of Municipal Facilities Revenue Bonds, Series 2006 (Stormwater Improvements Project), issued August 30, 2006, the proceeds of which financed new money capital expenditures.

**“Series 2006 Refunded Bonds”** means the \$4,555,000 outstanding principal amount of the Series 2006 Bonds being current refunded with a portion of the proceeds of the Series 2016A Bonds.

**“Series 2007 Bonds”** means The Public Building Corporation of the City of Springfield, Missouri’s \$8,730,000 original principal amount of Municipal Facilities Revenue Bonds, Series 2007 (Stormwater Improvements Project), issued October 11, 2007, the proceeds of which financed new money capital expenditures.

**“Series 2007 Refunded Bonds”** means the \$5,790,000 outstanding principal amount of the Series 2007 Bonds being advance refunded with a portion of the proceeds of the Series 2016A Bonds.

“**Series 2016A Bonds**” means the Issuer’s \$[\*\*Series 2016A Principal Amount\*\*] principal amount of Special Obligation Refunding Bonds, Series 2016A.

“**Series 2016B Bonds**” means the Issuer’s \$[\*\*Series 2016B Principal Amount\*\*] principal amount of Special Obligation Refunding Bonds, Series 2016B.

“**Tax Agreement**” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“**Tax Compliance Procedure**” means the Issuer’s Tax-Exempt Financing Compliance Procedure, adopted May 7, 2012.

“**Tax-Exempt Bond File**” means documents and records for the Bonds, the Refunded Bonds, and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“**Transcript**” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“**Trustee**” means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“**Underwriter**” means Ameritas Investment Corp., underwriter of the Bonds.

“**Verification Report**” means the report of [Verification Agent], certified public accountants, relating to the Bonds and the Refunded Bonds.

“**Yield**” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

## ARTICLE II

### GENERAL REPRESENTATIONS AND COVENANTS

**Section 2.1. Representations and Covenants of the Issuer.** The Issuer represents and covenants as follows:

(a) *Organization and Authority.* The Issuer (1) is a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds—General Representation and Covenants.* In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes,

the Issuer (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Bond proceeds, other money held under the Indenture, or other funds of the Issuer, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a “private activity bond” as defined in Code § 141.

(c) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period, all of the Financed Facility has been and is expected to be owned by the Issuer or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the Issuer will not permit any Non-Qualified Use of the Financed Facility without first obtaining an Opinion of Bond Counsel.

(d) *Governmental Obligations–Private Security or Payment.* As of the Issue Date, the Issuer expects that none of the principal and interest on the Bonds will be and the payment of principal of and interest on the Refunded Bonds has not been (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management Agreements.* As of the Issue Date, the Issuer has no Management Agreements with Non-Qualified Users. During the Measurement Period, the Issuer has not entered into and will not enter into or renew any Management Agreement with any Non-Qualified User without first obtaining an Opinion of Bond Counsel.

(g) *Leases.* As of the Issue Date, the Issuer has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements. During the Measurement Period, the Issuer has not entered into and will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Bond Counsel.

(h) *Limit on Maturity of Bonds.* A list of the assets included in the Financed Facility and a computation of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the “average maturity” of the Bonds, as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility. The “average reasonably expected economic life” of the Financed Facility was determined as follows: the average economic life of the Financed Facility as of the issue date of the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Original Obligations to the Issue Date. The “average maturity” of the Bonds, as computed by

Bond Counsel, does not exceed the average reasonably expected economic life of the Financed Facilities, as such terms are used in Code § 147(b).

(i) *Expenditure of Bond Proceeds; Reimbursement of Expenditures.* As shown on **Exhibit C**, on April 17, 2002, August 31, 2005, June 14, 2006, and June 18, 2007, the governing body of the Issuer adopted resolutions declaring the intent of the Issuer to finance the Financed Facility with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Facility prior to the issuance of those bonds. No portion of the Net Proceeds of the Original Obligations were used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date its respective resolution was adopted, except as described in the tax documentation for the Original Obligations. The Issuer evidenced each allocation of the proceeds of the Original Obligations to an expenditure in writing.

(j) *Registered Bonds.* The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Bonds Not Federally Guaranteed.* The Issuer will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(l) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Agreement or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B**.

(m) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Original Obligations less any sale proceeds invested in a reserve fund) of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within 3 years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) *Compliance with Future Tax Requirements.* The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues.* The Series 2016A Bonds and the Series 2016B Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The Issuer will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Issuer will be responsible for complying Section 4.4(d) if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *Bank Qualified Tax-Exempt Obligation.* The Bonds are not “qualified tax-exempt obligations” under Code § 265(b)(3).

**Section 2.2. Representations and Covenants of the Trustee.** The Trustee represents and covenants to the Issuer as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the Issuer, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (a) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (b) compliance with arbitrage rebate requirements of Code § 148(f). The Issuer will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the Issuer, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the Issuer related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds; provided, however, if the Trustee is not retained to serve as bond trustee for any obligation issued to refund the Bonds (a “Refunding Obligation”), then the Trustee may satisfy its record retention duties under this **Section 2.2(c)** by providing copies of all records in its possession related to the Bonds to the bond trustee for the Refunding Obligation or other party agreed upon by the Issuer.

**Section 2.3. Survival of Representations and Covenants.** All representations, covenants and certifications of the Issuer and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Issuer or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

**ARTICLE III**

**ARBITRAGE CERTIFICATIONS AND COVENANTS**

**Section 3.1. General.** The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Issuer’s expectations as to the sources, uses and Investment of Bond proceeds and other money, in order to support the Issuer’s conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Issuer is an officer of the Issuer responsible for issuing the Bonds.

**Section 3.2. Reasonable Expectations.** The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the Issuer’s understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer’s knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Issuer set forth in this Tax Agreement are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

**Section 3.3. Purpose of Financing.** The Bonds are being issued for the purpose of providing funds to (a) current refund the Current Refunded Bonds, (b) advance refund the Advance Refunded Bonds, and (c) pay certain costs in connection with the execution and delivery of the Bonds. The purpose of the refunding of the Refunded Bonds is to restructure debt service to accommodate budgetary constraints, to achieve interest cost savings, and to provide an orderly plan of financing.

**Section 3.4. Funds and Accounts.** The following funds and accounts have been established under the Indenture:

- (a) Costs of Issuance Fund.
- (b) Debt Service Fund.
- (c) Rebate Fund.

In addition, the Escrow Fund is established in the custody of the Escrow Agent under the Escrow Agreement.

**Section 3.5. Amount and Use of Bond Proceeds and Other Money.**

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Bonds will be as follows:

**Series 2016A Bonds:**

Principal Amount	\$[Principal Amount].00
[**Net Original Issue Premium/(Discount)**]	
Underwriting Discount	
Total Proceeds Received by Issuer	\$0.00

**Series 2016B Bonds:**

Principal Amount	\$[Principal Amount].00
[**Net Original Issue Premium/(Discount)**]	
Underwriting Discount	
Total Proceeds Received by Issuer	\$0.00

(b) *Use of Bond Proceeds and Other Money.* The Bond proceeds and other money contributed by the Issuer are expected to be allocated to expenditures as follows:

(1) \$\_\_\_\_\_ of the proceeds of the Series 2016A Bonds and \$\_\_\_\_\_ of the proceeds of the Series 2016B Bonds will be deposited in the Costs of Issuance Fund and will be used to pay costs of issuing the Bonds.

(2) \$\_\_\_\_\_ from the proceeds of the Series 2016B Bonds, together with the \$[1,931,641.41] on deposit in the reserve fund for the Series 2002 Refunded Bonds, will be transferred by the Trustee to Commerce Bank (successor to Commerce Bank, N.A.), as the trustee and escrow agent for the Series 2002 Refunded Bonds, to be deposited in the debt service fund for the Series 2002 Refunded Bonds pursuant to the Escrow Letter of Instructions from the Springfield Center City Development Corporation and the Issuer to Commerce Bank, as escrow agent, and shall be applied in accordance with the Escrow Letter of Instructions to pay the principal of and interest on the Series 2002 Refunded Bonds on or about July 5, 2016.

(3) \$\_\_\_\_\_ from the proceeds of the Series 2016A Bonds, together with the \$[514,000.00] on deposit in the reserve fund for the Series 2005A Refunded Bonds, will be transferred by the Trustee to UMB Bank, N.A., as the trustee and escrow agent for the Series 2005A Refunded Bonds, to be deposited in the debt service fund for the Series 2005A Refunded Bonds pursuant to the Escrow Letter of Instructions from The Public Building Corporation of the City of Springfield, Missouri and the Issuer to UMB Bank, N.A., as escrow agent, and shall be applied in accordance with the Escrow Letter of Instructions to pay the principal of and interest on the Series 2005A Refunded Bonds on or about July 5, 2016.

(4) \$\_\_\_\_\_ from the proceeds of the Series 2016B Bonds, together with the \$[212,000.00] on deposit in the reserve fund for the Series 2005B Refunded Bonds, will be transferred by the Trustee to UMB Bank, N.A., as the trustee and escrow agent for the Series 2005B Refunded Bonds, to be deposited in the debt service fund for the Series 2005B Refunded Bonds pursuant to the Escrow Letter of Instructions from The Public Building Corporation of the City of Springfield, Missouri and the Issuer to UMB Bank, N.A., as escrow agent, and shall be applied in accordance with the Escrow Letter of Instructions to pay the principal of and interest on the Series 2005B Refunded Bonds on or about July 5, 2016.

(5) \$\_\_\_\_\_ from the proceeds of the Series 2016A Bonds, together with the \$[576,338.00] on deposit in the bond reserve fund for the Series 2006 Refunded Bonds, will be transferred by the Trustee to UMB Bank, N.A., as the trustee and escrow agent for the Series 2006 Refunded Bonds, to be deposited in the debt service fund for the Series 2006 Refunded Bonds pursuant to the Escrow Letter of Instructions from The Public Building Corporation of the City of Springfield, Missouri and the Issuer to UMB Bank, N.A., as escrow agent, and shall be applied in accordance with the Escrow Letter of Instructions to pay the principal of and interest on the Series 2006 Refunded Bonds on or about July 5, 2016.

(6) \$\_\_\_\_\_ from the proceeds of the Series 2016B Bonds, together with the \$[686,000.00] on deposit in the bond reserve fund for the Series 2007 Refunded Bonds, will be transferred by the Trustee to the Escrow Agent, to be deposited in the Escrow Fund in

accordance with the Escrow Agreement for the defeasance, payment and redemption of the Series 2007 Refunded Bonds on or about May 1, 2017.

(7) The remaining proceeds of the Series 2016A Bonds of \$\_\_\_\_\_ and the remaining proceeds of the Series 2016B Bonds of \$\_\_\_\_\_ will be deposited in the Debt Service Fund.

**Section 3.6. Multipurpose Issue.** Pursuant to Regulations § 1.148-9(h), the Issuer is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes of applying the arbitrage rules. Under Regulations § 1.148-9(h), the Bonds will be treated as two separate issues (an Advance Refunding Portion and a Current Refunding Portion) for purposes of applying certain of the arbitrage restrictions under Code § 148. The sale proceeds of the Bonds allocable to the Advance Refunding Portion and Current Refunding Portion are shown on **Exhibit A**.

**Section 3.7. Advance Refunding.**

(a) *Escrow Fund, Allocation of Bond Proceeds and other Money to Investments.* Money in the Escrow Fund aggregating \$\_\_\_\_\_ will be used to purchase United States Treasury Securities (the “Escrowed Securities,” as described in the Verification Report), and \$\_\_\_\_\_ will be held uninvested as the initial cash balance in the Escrow Fund. The maturing principal of and interest on the Escrowed Securities and the initial cash deposit in the Escrow Fund will be expended to pay the principal of, redemption premium, if any, and interest on the Advance Refunded Obligations. A portion of the money deposited in the Escrow Fund was contributed from the bond reserve fund held for the Advance Refunded Obligations. This amount and the Bond proceeds in the Escrow Fund have been allocated to expenditures for principal, interest, or stated redemption prices on the Advance Refunded Obligations so that the expenditures of such proceeds do not occur faster than ratably with expenditures of the other amounts in the Escrow Fund, as shown in the Verification Report.

(b) *Limit on Number of Advance Refunding Issues.* The issuance of the Bonds constitutes the first advance refunding of the Series 2007 Refunded Bonds.

(c) *Transferred Proceeds.* As of the Issue Date the following unspent proceeds of the Advance Refunded Bonds remain: approximately \$[686,000.00] in the bond reserve fund for the Advance Refunded Bonds. Upon discharge of any principal amount of the Advance Refunded Bonds with proceeds of the Bonds, a ratable portion of the remaining unspent proceeds of the Advance Refunded Bonds will become proceeds of the Bonds (determined in accordance with Regulations § 1.148-9(b)).

(d) *Yield on the Escrowed Securities.* The Yield on the Escrowed Securities allocable to the Bonds (\_\_\_\_\_%), as shown in the Verification Report, does not exceed the Yield on the Bonds (see **Section 3.13**), and the Yield on the Escrowed Securities allocable to other money does not exceed the Yield on the Advance Refunded Bonds.

(e) *No Excess Gross Proceeds.* There will be no “excess gross proceeds” (within the meaning of Regulations § 1.148-10(c)) of the Advance Refunding Portion.

(f) *Market Prices.* All of the Escrowed Securities are United States Treasury Securities State and Local Government Series purchased directly from the United States Treasury.

**Section 3.8. Current Refunding.**

(a) *Proceeds Used For Current Refunding.* Proceeds of the Current Refunding Portion of the Bonds will be used to pay principal and interest on the Current Refunded Bonds. All such proceeds shall be spent not later than 90 days after the Issue Date.

(b) *Transferred Proceeds.* As of the Issue Date the following unspent proceeds of the Current Refunded Bonds remain: (1) approximately \$[1,931,641.41] in the bond reserve fund for the Series 2002 Refunded Bonds; (2) approximately \$[514,000] in the bond reserve fund for the Series 2005A Refunded Bonds; (3) approximately \$[212,000] in the bond reserve fund for the Series 2005B Refunded Bonds; and (4) approximately \$[576,338] in the bond reserve fund for the Series 2006 Refunded Bonds. Upon discharge of any principal amount of the Current Refunded Bonds with proceeds of the Bonds, a ratable portion of the remaining unspent proceeds of the Current Refunded Bonds will become proceeds of the Bonds (determined in accordance with Regulations § 1.148-9(b)).

**Section 3.9. Project Completion.** The Financed Facility has previously been completed.

**Section 3.10. Sinking Funds.** The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

**Section 3.11. Reserve, Replacement and Pledged Funds.**

(a) *Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.

(b) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility or refund the Refunded Bonds, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

**Section 3.12. Purpose Investment Yield.** The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

**Section 3.13. Offering Prices and Yield on Bonds.**

(a) *Offering Prices.* In the Underwriter's Receipt for Bonds and Closing Certificate, the Underwriter has certified that (1) all of the Bonds have been the subject of an initial offering to the public at prices no higher than those shown on the cover page of the official statement, plus accrued interest (the "Offering Prices"), and (2) it expects that at least 10% of the Bonds will be sold to the public at an initial offering price no higher than said Offering Prices. The aggregate initial offering price of the Bonds is \$\_\_\_\_\_.

(b) *Bond Yield.* Based on the Offering Prices, the Yield on the Bonds is \_\_\_\_\_%, as shown in the Verification Report. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

#### **Section 3.14. Miscellaneous Arbitrage Matters.**

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Bonds as described above.

**Section 3.15. Conclusion.** On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

### **ARTICLE IV**

#### **POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES**

##### **Section 4.1. General.**

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Issuer has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The Issuer, when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12.

(d) *Costs of Post-Issuance Tax Requirements.* The parties to this Tax Agreement understand and intend that all costs of the Post-Issuance Tax Requirements will be paid, or immediately reimbursed, by the Issuer. The Trustee is not required to incur any cost in connection with any action taken related to the Post-Issuance Tax Requirements, and the Trustee will be entitled to recover from the Issuer all legal and other fees and expenses incurred in connection with compliance with this **Article IV** pursuant to the provisions of the Indenture.

#### **Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facilities.**

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) *Accounting and Allocation of Bond Proceeds to Expenditures.* Proceeds of the Bonds and other money will be used as described in **Sections 3.5, 3.7 and 3.8**. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds of the Original Obligations to the Financed Facility. This allocation is summarized on **Exhibit D** and is intended to constitute the Final Written Allocation for the Original Obligations.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility, as necessary, at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will consult with Bond Counsel or other legal counsel and take or refrain from any actions identified or required by an Opinion of Bond Counsel in order to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the Annual Compliance Checklist.

**Section 4.3. Temporary Periods/Yield Restriction.** Except as described below, the Issuer will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Costs of Issuance Fund.* Amounts held in the Costs of Issuance Fund may be invested without Yield restriction for 13 months.

(b) *Escrow Fund.* Bond proceeds deposited in the Escrow Fund allocable to an advance refunding of the Advance Refunded Bonds are being invested at a Yield less than the Yield on the Bonds. Other money in the Escrow Fund allocable to an advance refunding of the Advance Refunded Bonds may be invested at a Yield that does not exceed the Yield on the Advance Refunded Bonds.

(c) *Proceeds Allocable to Current Refunding.* Bond proceeds transferred to the respective paying agents for the Current Refunded Bonds or otherwise allocable to a current refunding of the Current Refunded Bonds (see **Section 3.8**) may be invested without Yield restriction for up to 90 days after the Issue Date.

(d) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(e) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

#### **Section 4.4. Procedures for Establishing Fair Market Value.**

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The Issuer is applying Regulations § 1.148-5(d)(6)(iii)(A) as amended by the Proposed Regulations (relating to electronic bidding of Guaranteed Investment Contracts) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Issuer or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, the Trustee, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(G) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest Yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Issuer and the Trustee retain the following records with the bond documents until three years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

#### **Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.**

(a) *General*. A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the gross proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from Rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions.* The following optional rebate spending exceptions can apply to the Advance Refunding Portion and the Current Refunding Portion of the Bonds:

Advance Refunding Portion

The Issuer does not expect to spend all sale proceeds of the Advance Refunding Portion until May 1, 2017 and does not expect any spending exception to apply.

Current Refunding Portion

6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the account cannot be taken into account in computing arbitrage rebate.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the Issuer may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the Issuer must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds to pay principal of any Bonds is not taken into account as expenditure for purposes of meeting any of the spending tests.

(2) The six-month spending exception generally is met if all Adjusted Gross Proceeds of the Advance Refunding Portion or the Current Refunding Portion are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial six-month period, so long as this amount is spent within one year of the Issue Date.

(3) Spending exceptions may be applied separately to the Advance Refunding Portion and the Current Refunding Portion of the Bonds.

**Section 4.6. Computation and Payment of Arbitrage Rebate.**

(a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the Issuer, and not later than ten days following each Computation Date. The Issuer will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not

later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the Issuer will, within 55 days after such Computation Date, pay to the Trustee the rebate amount. The Trustee will transfer any balance remaining in the Rebate Fund to the Issuer with the written approval of the Rebate Analyst or following the payment of any rebate due as of the final Computation Date.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the Issuer) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center  
Ogden, UT 84201

**Section 4.7. Successor Rebate Analyst.** If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Issuer desires that a different firm act as the Rebate Analyst, then the Issuer by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the Issuer fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

**Section 4.8. Filing Requirements.** The Trustee and the Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

**Section 4.9. Survival after Defeasance.** Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

**Section 5.1. Term of Tax Agreement.** This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States.

**Section 5.2. Amendments.** This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer and the Trustee receive this Opinion of Bond Counsel.

**Section 5.3. Opinion of Bond Counsel.** The Issuer and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

**Section 5.4. Reliance.** In delivering this Tax Agreement the Issuer and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the Issuer nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

**Section 5.5. Severability.** If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

**Section 5.6. Benefit of Agreement.** This Tax Agreement is binding upon the Issuer and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement, and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

**Section 5.7. Default; Breach and Enforcement.** Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Bondowners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or

any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

**Section 5.8. Execution in Counterparts.** This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

**Section 5.9. Governing Law.** This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

**Section 5.10. Electronic Transactions.** The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[Remainder of Page Intentionally Left Blank]

The parties to this Tax Agreement have caused this Tax Compliance Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**BOKF, N.A.,** as Trustee

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**ALLOCATION OF SOURCES AND USES, DEBT SERVICE SCHEDULE,  
COMPUTATIONS OF BOND YIELD AND WEIGHED AVERAGE MATURITY**

**EXHIBIT B**

**IRS FORM 8038-G**

**ATTACHMENT TO IRS FORM 8038-G:**

**City of Springfield, Missouri  
Special Obligation Refunding Bonds  
Series 2016A and 2016B**

**Part VI: Description of Refunded Bonds**

<b>Line</b>	<b>Description</b>	<b>Series 2002</b>	<b>Series 2005A</b>	<b>Series 2005B</b>	<b>Series 2006</b>	<b>Series 2007</b>
31	Remaining weighted average maturity of Bonds to be currently refunded					N/A
32	Remaining weighted average maturity of Bonds to be advance refunded	N/A	N/A	N/A	N/A	
33	Last date on which refunded Bonds will be called	07/05/2016	07/05/2016	07/05/2016	07/05/2016	05/01/2017
34	Dates Refunded Bonds were issued	10/10/2002	09/26/2005	09/26/2005	08/30/2006	10/11/2007

**EXHIBIT C**

**RESOLUTION OF OFFICIAL INTENT  
FOR REFUNDED BONDS**

**EXHIBIT D**

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY;  
FINAL WRITTEN ALLOCATION**

[Insert Spreadsheet]

**EXHIBIT E**

**SAMPLE  
ANNUAL COMPLIANCE CHECKLIST**

<b>Name of tax-exempt bonds (“Bonds”) financing Financed Facility:</b>	[**Principal Amount**] City of Springfield, Missouri Special Obligation Refunding Bonds Series 2016A and 2016B
<b>Issue Date of Bonds:</b>	June 2, 2016
<b>Placed in service date of Financed Facility:</b>	_____
<b>Name of Bond Compliance Officer:</b>	_____
<b>Period covered by request (“Annual Period”):</b>	_____

Item	Question	Response
<b>1 Ownership</b>	Was the entire Financed Facility owned by the Issuer during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was an Opinion of Bond Counsel obtained prior to the transfer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

<b>2 Leases &amp; Other Rights to Possession</b>	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

<b>Item</b>	<b>Question</b>	<b>Response</b>
<b>3</b> <b>Management</b> <b>or Service</b> <b>Agreements</b>	During the Annual Period, has the management of all or any part of the operations of the Financed Facility (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the management agreement?  If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4</b> <b>Other Use</b>	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?  If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.  If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5</b> <b>Arbitrage</b> <b>&amp; Rebate</b>	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

<b>6</b> <b>Continuing Disclosure Filings</b>	Did the Issuer file its annual report (including audited financial statements and any other financial information and operating data required for the Bonds) with the MSRB on EMMA within 180 days of the end of the preceding fiscal year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If No, file the appropriate failure to file notice required for the Bonds with the MSRB on EMMA. In addition, contact Bond Counsel and file the deficient material with the MSRB on EMMA and include a description of the reason for the delay in the Tax-Exempt Bond File.	

<b>7</b> <b>Material Event Filings</b>	Did any of the following events occur with respect to the Bonds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<ul style="list-style-type: none"> <li>• principal and interest payment delinquencies;</li> <li>• non-payment related defaults, if material;</li> <li>• unscheduled draws on debt service reserves reflecting financial difficulties;</li> <li>• unscheduled draws on credit enhancements reflecting financial difficulties;</li> <li>• substitution of credit or liquidity providers, or their failure to perform;</li> <li>• adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;</li> <li>• modifications to rights of bondholders, if material;</li> <li>• bond calls, if material, and tender offers;</li> <li>• defeasances;</li> <li>• release, substitution or sale of property securing repayment of the Bonds, if material;</li> <li>• rating changes;</li> <li>• bankruptcy, insolvency, receivership or similar event of the obligated person;</li> <li>• the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and</li> <li>• appointment of a successor or additional trustee or the change of name of the trustee, if material.</li> </ul>	

	<p>If “Yes,” was Bond Counsel contacted and notice of the material event filed with the MSRB on EMMA?</p> <p>If No, contact Bond Counsel immediately and prepare and file any required notice with the MRSB on EMMA.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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**Bond Compliance Officer:** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_

**CONTINUING DISCLOSURE AGREEMENT**

This **CONTINUING DISCLOSURE AGREEMENT** dated as of June 1, 2016 (the “Continuing Disclosure Agreement”) is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “City”) and **BOKF, N.A.**, as dissemination agent (the “**Dissemination Agent**”).

**RECITALS**

**1.** This Continuing Disclosure Agreement is being executed and delivered in connection with the issuance by the City of \$[principal amount - A] Special Obligation Refunding Bonds, Series 2016A and \$[principal amount - B] Special Obligation Refunding Bonds, Series 2016B (separately, the “**Series 2016A Bonds**” and the “**Series 2016B Bonds**,” and collectively, the “**Bonds**”), pursuant to a Trust Indenture dated as of June 1, 2016, between the City and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the “**Indenture**”).

**2.** The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule 15c2-12 of the Securities and Exchange Commission (the “**Rule**”). The City acknowledges that the City is the only “obligated person” with responsibility for continuing disclosure.

In consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

**Section 1. Definitions.** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms have the following meanings:

“**Annual Report**” means any Annual Report filed by the City pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**City**” means City of Springfield, Missouri, a constitutional home rule charter city and political subdivision organized and existing under the laws of the State, and its successors and assigns.

“**Dissemination Agent**” means the BOKF, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

“**Material Events**” means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

“**MSRB**” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“**Participating Underwriter**” means the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Rule**” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

## **Section 2. Provision of Annual Reports.**

- (a) Within 180 days after the close of each fiscal year beginning with the fiscal year ending June 30, 2015, the City shall, or shall cause the Dissemination Agent to, file with MSRB through EMMA, the following financial information and operating data (the “**Annual Report**”):
- (1) The audited financial statements of the City for the prior fiscal year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be filed in the same manner as the Annual Report promptly after they become available.
  - (2) Updates as of the end of the fiscal year of the following operating data of the City, for the fiscal year then ended in substantially the form presented in the Appendix A to the final Official Statement: outstanding principal amounts of general obligation, revenue, lease and other limited obligations of the City; sources of general governmental revenues; general governmental expenses; property tax levies and collections; assessed and estimated actual valuations of property; principal taxpayers in the City (not less than 10); and schedules of funding progress for City employee retirement systems.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the City is an “obligated person” (as defined by the Rule), which have been filed with the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; *provided* that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3(a)**.

- (b) Not later than **15** business days prior to the date specified in subsection (a) for filing the Annual Report with the MSRB, the City shall provide the Annual Report to the Dissemination Agent and the trustee for the Bonds (if the trustee is not the Dissemination Agent) with written instructions to file the Annual Report as specified in subsection (a). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with subsection (a).
- (c) If the Dissemination Agent is unable to verify that the Annual Report has been filed with the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice in substantially the form attached as **Exhibit A** to the MSRB, of the failure of the City to file the Annual Report by the date specified.
- (d) The Dissemination Agent shall file a report with the City certifying that the Annual Report has been filed pursuant to this Continuing Disclosure Agreement and stating the date it was filed with the MSRB through EMMA.

**Section 3. Reporting of Material Events.**

- (a) Within 10 business days after the occurrence of any of the following events, the City shall give, or cause to be given to the Dissemination Agent, notice of the occurrence of any of the following events with respect to the Bonds (“**Material Events**”):
  - (1) principal and interest payment delinquencies;
  - (2) non-payment related defaults, if material;
  - (3) modifications to rights of bondholders, if material;
  - (4) bond calls, if material, and tender offers;
  - (5) defeasances;
  - (6) rating changes;
  - (7) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
  - (8) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (9) unscheduled draws on credit enhancements reflecting financial difficulties;
  - (10) substitution of credit or liquidity providers, or their failure to perform;
  - (11) release, substitution or sale of property securing repayment of the Bonds, if material;
  - (12) bankruptcy, insolvency, receivership or similar event of the City;
  - (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
  - (14) appointment of a successor or additional trustee or the change of name of the trustee, if material.
- (b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the

Director of Finance of the City or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the City determines that the event does not constitute a Material Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).

- (c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the City shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).
- (d) If the Dissemination Agent receives written instructions from the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence with the MSRB through EMMA, with a copy to the City. Notwithstanding the foregoing, notice of Material Events described in subsections (a)(4) or (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the registered owners of affected Bonds pursuant to the Indenture.

**Section 4. Termination of Reporting Obligation.** The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Bonds. If the City's obligations under this Continuing Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

**Section 5. Dissemination Agent.** The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is BOKF, N.A.

**Section 6. Amendment; Waiver.** Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Trustee may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City and the Trustee with its opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the City shall describe such amendment in the next Annual Report prepared in accordance with **Section 2**, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial

information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3(d)**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 7. Additional Information.** Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any report under **Section 2** or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Agreement. If the City chooses to include any information in any report provided under **Section 2** or notice of occurrence of a Material Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the City shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future report provided under **Section 2** or notice of occurrence of a Material Event.

**Section 8. Default.** If the City or the Dissemination Agent fails to comply with any provision of this Continuing Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

**Section 9. Duties and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The City shall pay the fees, charges and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

**Section 10. Notices.** Any notices or communications to or among any of the parties to this Continuing Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by confirmed facsimile, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

**To the Issuer:**

City of Springfield, Missouri  
840 Boonville  
P.O. Box 8368  
Springfield, Missouri 65801  
Attention: Director of Finance  
Telephone: (417) 864-1625  
Fax: (417) 864-1880

**To the Dissemination Agent:** BOKF, N.A.  
4600 Madison Avenue, Suite 800  
Kansas City, Missouri 64112  
Attention: Corporate Trust Department  
Phone: (816) 932-7302  
Fax: (816) 932-7315

Any person may, by written notice to the other persons listed above, designate a different address or telephone number to which subsequent notices or communications should be sent.

**Section 11. Beneficiaries.** This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 12. Severability.** If any provision in this Continuing Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 13. Counterparts.** This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14. Governing Law.** This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 15. Electronic Transactions.** The parties agree that the arrangement described herein may be conducted and related documents may be stored by electronic means.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the City and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed as of the day and year first above written.

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Title: City Manager

**BOKF, N.A.**, as Dissemination Agent

By: \_\_\_\_\_  
Title: Authorized Officer

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

**Name of Issuer:** The City of Springfield, Missouri

**Name of Bond Issue:** \$[principal amount - A] Special Obligation Refunding Bonds, Series 2016A and \$[principal amount - B] Special Obligation Refunding Bonds, Series 2016B (separately, the “Series 2016A Bonds” and the “Series 2016B Bonds,” and collectively, the “Bonds”)

**Name of Obligated Person:** City of Springfield, Missouri

**Date of Issuance:** June \_\_, 2016

**NOTICE IS HEREBY GIVEN** that City of Springfield, Missouri (the “City”) has not filed an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of June 1, 2016, between City of Springfield, Missouri and BOKF, N.A., as Dissemination Agent. [The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be filed by \_\_\_\_\_.]

**Dated:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**BOKF, N.A.,**  
as Dissemination Agent  
on behalf of **CITY OF SPRINGFIELD, MISSOURI**

**[\$principal amount - A]  
CITY OF SPRINGFIELD, MISSOURI  
SPECIAL OBLIGATION REFUNDING BONDS  
SERIES 2016A**

**[\$principal amount - B]  
CITY OF SPRINGFIELD, MISSOURI  
SPECIAL OBLIGATION REFUNDING BONDS  
SERIES 2016B**

**May \_\_, 2016**

**BOND PURCHASE AGREEMENT**

City of Springfield, Missouri  
Springfield, Missouri

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, the undersigned, Ameritas Investment Corp. (the "Purchaser"), hereby offers to purchase the City's \$[principal amount - A] Special Obligation Refunding Bonds, Series 2016A and \$[principal amount - B] Special Obligation Refunding Bonds, Series 2016B (separately, the "Series 2016A Bonds" and the "Series 2016B Bonds," and collectively, the "Bonds"), to be issued by the City of Springfield, Missouri (the "City") under and pursuant to a Trust Indenture between the City and BOKF, N.A. (the "Trustee"), dated as of June 1, 2016 (the "Indenture"), and an ordinance passed by the City Council of the City on May \_\_, 2016 (the "Ordinance"). Capitalized terms used herein shall have the meanings set forth in the Indenture unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Bond Purchase Agreement by the Mayor and Director of Finance of the City on or before 5:00 p.m., Kansas City time, on May \_\_, 2016.

**SECTION 1. CITY'S REPRESENTATIONS , WARRANTIES AND AGREEMENTS**

By acceptance hereof, the City hereby represents and warrants to, and agrees with, the Purchaser that:

(a) The City is a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri.

(b) The City has complied with all provisions of its Charter and the Constitution and the laws of the State of Missouri and has full power and authority to consummate all transactions contemplated by the Indenture, the Ordinance and this Bond Purchase Agreement, and all other agreements relating thereto.

(c) The City Council has duly authorized by all necessary action to be taken by the City (1) the passage and performance of the Ordinance; (2) the execution, delivery and performance of the Indenture (3) the execution, delivery and performance of this Bond Purchase Agreement; (4) the execution and performance of the Continuing Disclosure Agreement dated as of June 1, 2016 (the "Disclosure Agreement"), between the City and BOKF, N.A., Kansas City,

Missouri, as dissemination agent; and the Tax Compliance Agreement dated as of June 1, 2016 between the City and the Trustee (the “Tax Agreement”); (5) the approval of the Official Statement (hereinafter defined); (6) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the City in order to carry out, give effect to and consummate the transactions contemplated by the Indenture, the Ordinance, the Resolution, the Disclosure Agreement, the Tax Agreement and this Bond Purchase Agreement; and (7) the carrying out, giving effect to and consummation of the transactions contemplated by the Indenture, the Ordinance, the Resolution, the Disclosure Agreement, the Tax Agreement and this Bond Purchase Agreement. Executed counterparts of the Indenture, the Ordinance, the Resolution and all such other agreements and documents specified herein will be delivered to the Purchaser by the City at the Closing Time (as defined below).

(d) The Indenture, the Ordinance, the Resolution, the Disclosure Agreement, the Tax Agreement and this Bond Purchase Agreement, when executed and delivered by the City, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors’ rights generally or against entities such as the City and further subject to the availability of equitable remedies.

(e) The Bonds have been duly authorized by the City, and when issued, delivered and paid for as provided for herein and in the Indenture and the Ordinance, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the City enforceable in accordance with their terms and entitled to the benefits and security of the Indenture (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors’ rights generally or against entities such as the City and further subject to the availability of equitable remedies). The Bonds shall be special obligations of the City payable solely from amounts appropriated in each fiscal year of the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any Constitutional, statutory or Charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the City to pay the principal of and interest on the Bonds.

(f) The execution and delivery of the Indenture, the Ordinance, this Bond Purchase Agreement, the Disclosure Agreement, the Tax Agreement, the Bonds, and the Official Statement and compliance with the provisions thereof, will not conflict with or constitute on the part of the City a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, ordinance, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The City is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under any indenture, mortgage, deed of trust, loan agreement, bonds or other agreement or instrument to which the City is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the City and will not be material to the holders of the Bonds. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Indenture, or the Bonds.

(h) The information contained in the Preliminary Official Statement dated May \_\_\_\_, 2016 (the “Preliminary Official Statement”) as amended and supplemented by the final Official

Statement dated May \_\_\_\_, 2016 and any amendment or supplement that may be authorized for use by the City with respect to the Bonds (collectively, the “Official Statement”), relating to (1) the organization, operations, and financial and other affairs of the City, (2) the financial statements referred to in subsection (j) hereof, (3) application by the City of the proceeds to be received by it from the sale of the Bonds, and (4) the City’s participation in the transactions contemplated by the Ordinance, the Indenture, the Disclosure Agreement, the Tax Agreement and this Bond Purchase Agreement is, and as of the Closing Time will be, true, correct and complete in all material respects and does not omit and will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(i) For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended (the “1934 Act”), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

(j) The financial statements of the City for the fiscal year ended June 30, 2015, audited by BKD, LLP, independent certified public accountants, contained in the Official Statement in *Appendix D* attached thereto, except as noted therein, present fairly and accurately the financial condition of the City as of the dates indicated and the results of its operations for the periods specified, and such financial statements are prepared in accordance with the accounting principles described in the notes to the financial statements consistently applied in all material respects for the periods involved.

(k) The City has not, since June 30, 2015, incurred any material liabilities and there has been no material adverse change in the condition of the City, financial or otherwise, other than as set forth in the Official Statement.

(l) The City is authorized under the provisions of its Charter to issue and sell the Bonds.

(m) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the City, threatened against or affecting the City (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Indenture, the Ordinance, the Resolution or the validity of the Bonds, the Indenture, the Ordinance, the Resolution, the Disclosure Agreement, the Tax Agreement, this Bond Purchase Agreement or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Ordinance or the Resolution.

(n) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

Any certificate signed by any of the authorized officials of the City and delivered to the Purchaser in connection with the Closing shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

## **SECTION 2. COVENANTS AND AGREEMENTS OF THE CITY**

The City covenants and agrees with the Purchaser for the time period specified, and if no period is specified, for so long as any of the Bonds remain outstanding, as follows:

(a) To cooperate with the Purchaser and its counsel in any reasonable endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Purchaser may reasonably request; provided that nothing contained herein shall require the City to file written consents to suit or written consents to service of process in any jurisdiction in which such consent may be required by law or regulation so that the Bonds may be offered or sold. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Purchaser in obtaining such qualification. The Purchaser shall pay all expenses and costs (including legal, registration and filing fees) incurred in connection therewith.

(b) If, prior to the date that is 25 days after the Closing Date, any event shall occur relating to or affecting the City as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances existing when the Official Statement is delivered to a purchaser, not materially misleading, or the Official Statement is required to be amended or supplemented to comply with law, the City shall promptly prepare and furnish, at the expense of the City, to the Purchaser and to the dealers (whose names and addresses the Purchaser will furnish to the City) to which Bonds may have been sold by the Purchaser and to any other dealers upon request, such amendments or supplements to the Official Statement as may be necessary so that the statements in the Official Statement as so amended or supplemented will not, in the light of the circumstances existing when the Official Statement is delivered to a purchaser of the Bonds, be misleading or so that the Official Statement will comply with law.

(c) Within seven business days after the date of this Bond Purchase Agreement or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, the City shall provide to the Purchaser sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) under the 1934 Act, and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

(d) From the date hereof until the Closing Time, the City shall furnish the Purchaser with a copy of any proposed amendment or supplement to the Official Statement for review and shall not to use any such proposed amendment or supplement to which the Purchaser reasonably objects.

(e) The proceeds of the Bonds will be used for the purposes set forth in the Ordinance and the Indenture.

### **SECTION 3. PURCHASE, SALE AND DELIVERY OF THE BONDS**

On the basis of the representations, warranties, covenants and agreements contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time (hereinafter defined) the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds at a purchase price of \$\_\_\_\_\_ (which represents the par amount of the Bonds of \$9,740,000, plus net reoffering premium of \$\_\_\_\_\_, less an underwriter's discount of \$\_\_\_\_\_).

The Bonds shall be issued under and secured as provided in the Indenture and the Ordinance, and the Bonds shall have the maturities and interest rates as set forth in **Schedule 1** hereto, and shall have such other terms as set forth in the Indenture, the Ordinance and the Official Statement.

The Purchaser initially agrees to offer the Bonds to the public at the prices set forth on **Schedule 1** hereto, but may subsequently change such offering prices; the Purchaser agrees to notify the City of such changes, if such changes occur prior to the Closing Time, but failure so to notify shall not invalidate such changes. The Purchaser may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices.

Payment for the Bonds shall be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds payable to the order of the City for the account of the City, at the offices of Gilmore & Bell, P.C., 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri, at 9:00 a.m., local time, on June \_\_, 2016, or such other place, time or date as shall be mutually agreed upon by the City and the Purchaser. The Bonds will be in registered form as manuscript bonds, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") under DTC's book-entry-only system, will be delivered to the Trustee and held pursuant to DTC's Fast Automated Securities Transfer (FAST) procedures, and will be made available to the Purchaser for inspection upon delivery to the Trustee or at such other place as may be agreed upon by the City and the Purchaser. The date of such delivery and payment is herein called the "Closing Date," and the hour and date of such delivery and payment is herein called the "Closing Time."

### **SECTION 4. USE OF OFFICIAL STATEMENT**

The City hereby ratifies and confirms the Purchaser's use of the Preliminary Official Statement; and the City authorizes, and will make available, the Official Statement for the use by the Purchaser in connection with the sale of the Bonds.

### **SECTION 5. CONDITIONS TO THE PURCHASER'S OBLIGATIONS**

The Purchaser's obligations hereunder shall be subject to the due performance by the City of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy and completeness of the City's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

- (a) The Bonds, the Indenture, the Ordinance and the Resolution shall have been duly authorized, executed and delivered in the form heretofore approved by the Purchaser with only such changes therein as shall be mutually agreed upon by the Purchaser and the City.
- (b) At the Closing Time, the Purchaser shall receive:

(1) The opinion in form and substance satisfactory to the Purchaser, dated as of the Closing Date, of Gilmore & Bell, P.C., Bond Counsel, relating to the valid authorization and issuance of the Bonds, the due authorization and passage of the Ordinance by the City Council of the City, the authorization of the Indenture, the exclusion of interest on the Bonds from gross income for federal income tax purposes and certain other matters;

(2) A certified copy of the Ordinance authorizing or approving, as appropriate, the execution and delivery of the Indenture, the Official Statement, the Disclosure Agreement, the Tax Agreement, this Bond Purchase Agreement and the Bonds, together with certificates dated the Closing Date to the effect that such Ordinance has not been modified, amended or repealed.

(3) A certified copy of the Resolution, together with certificates dated the Closing Date to the effect that such ordinance has not been modified, amended or repealed.

(4) A certificate of the City, satisfactory in form and substance to the Purchaser, dated as of the Closing Date, to the effect that (i) since the date of the Preliminary Official Statement there has not been any material adverse change in the business, properties, financial condition or results of operations of the City, whether or not arising from transactions in the ordinary course of business, from that set forth in the Preliminary Official Statement, and except in the ordinary course of business or as set forth in the Preliminary Official Statement, the City has not incurred any material liability; (ii) there is no action, suit, proceeding or, to the knowledge of the City, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the City, threatened against or affecting the City, its officers or its property or, to the best of the knowledge of the City, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the City, the transactions contemplated hereby or by the Indenture, the Ordinance, the Resolution or the Official Statement or the validity or enforceability of the Bonds or the Bond Purchase Agreement, which are not disclosed in the Official Statement; (iii) to the knowledge of the City, the information contained in the Official Statement is true in all material respects and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; (iv) the City has duly authorized, by all necessary action, the execution, delivery and due performance by the City of this Bond Purchase Agreement; and (v) the representations and warranties of the City set forth herein were accurate and complete as of the date hereof and are accurate and complete as of the Closing Time.

(5) A completed Form 8038-G (Information Return for Tax-Exempt Governmental Bond Issuers);

(6) Evidence from Moody's Investors Service that the Series 2016A Bonds have been rated "Aa2" and that the Series 2016B Bonds have been rated "Aa3" ; and

(7) Such additional certificates, legal and other documents, contained on a closing list to be approved by Bond Counsel, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Indenture, the Ordinance and the Resolution, or as Bond

Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

## **SECTION 6. CONDITIONS TO THE CITY'S OBLIGATIONS**

The obligations of the City hereunder are subject to the Purchaser's performance of its obligations hereunder.

## **SECTION 7. THE PURCHASER'S RIGHT TO CANCEL**

The Purchaser shall have the right to cancel its obligations hereunder to purchase the Bonds (which cancellation shall not constitute a default for purposes of **Section 3** hereof) by notifying the City in writing or by telegram of its election to make such cancellation prior to the Closing Time, if at any time prior to the Closing Time:

(a) The Preliminary Official Statement deemed by the City to be "final" pursuant to Section 1(i) is thereafter amended or supplemented in a manner that may, in the reasonable judgment of the Purchaser, have a material adverse effect on the marketability of the Bonds.

(b) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon interest received on obligations of the general character of the Bonds, or the Bonds, which, in the Purchaser's opinion, materially adversely affects the market price of the Bonds;

(c) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon interest received on obligations of the general character of the Bonds, or the Bonds, which, in the Purchaser's opinion, materially and adversely affects the market price of the Bonds;

(d) Any legislation, ordinance, order, rule or regulation or a decision by any court of competent jurisdiction shall be rendered which, in the Purchaser's opinion, materially and adversely affects the market price of the Bonds, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court of competent jurisdiction;

(e) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the Securities Act of 1933, as amended (the "1933 Act"), the 1934 Act or the Trust Indenture Act of 1939, as amended;

(f) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act;

(g) Any event shall have occurred, or information become known, which, in the Purchaser's opinion, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement as originally circulated, or has the effect that the Preliminary Official Statement as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(h) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(i) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser;

(j) Any general banking moratorium shall have been established by federal, New York or Missouri authorities;

(k) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state which, in the Purchaser's opinion, materially adversely affects the market price of the Bonds;

(l) Any proceeding shall be pending or threatened by the Securities and Exchange Commission against the City; or

(m) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the Purchaser's opinion, materially adversely affects the market price of the Bonds.

## **SECTION 8. INDEMNIFICATION**

The City agrees, to the extent legally permitted, to indemnify and hold harmless the Purchaser, any director, officer, employee or controlling person of the Purchaser within the meaning of Section 15 of the 1933 Act (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statements or misleading statement or allegedly misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided that the City shall have no indemnification obligation with respect to any statement or omission in the information contained in the Official Statement under the heading "Underwriting."

In case any action shall be brought against one or more of the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the City, the Indemnified Parties shall promptly notify the City in writing and the City shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the City. The City shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the City or if there be a final judgment for the plaintiff in any such action against the City or any of the Indemnified Parties, with or without the consent of the City, the City agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

#### **SECTION 9. PAYMENT OF EXPENSES**

Whether or not the Bonds are sold by the City to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser's default), the Purchaser shall be under no obligation to pay any expenses incident to the performance of the obligations of the City hereunder. If the Bonds are sold by the City to the Purchaser, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds (including, without limitation, the fees and disbursements of Gilmore & Bell, P.C., as Bond Counsel, the fees and disbursements of the Purchaser, in connection with the offering and sale of the Bonds and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Official Statement, this Bond Purchase Agreement and all other agreements and documents contemplated hereby) shall be paid by the City out of the proceeds of the Bonds. If the Bonds are not sold by the City to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser's default), all such expenses and costs shall be paid by the City.

#### **SECTION 10. NOTICE**

Any notice or other communication to be given under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to the applicable person, as follows:

- (a) If to the City, 840 Boonville, Missouri 65801, Attention: Director of Finance.
- (b) If to the Purchaser, Oppenheimer & Co. Inc., 800 W. 47<sup>th</sup> Street, Kansas City, Missouri 64112, Attention: Karolyn Cline.

#### **SECTION 11. APPLICABLE LAW: NONASSIGNABILITY**

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement shall not be assigned.

#### **SECTION 12. EXECUTION OF COUNTERPARTS**

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**SECTION 13. RIGHTS HEREUNDER**

This Bond Purchase Agreement is made for the benefit of the City and the Purchaser and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

**SECTION 14. EFFECTIVE DATE**

This Bond Purchase Agreement shall become effective upon acceptance hereof by the City.

[Remainder of page intentionally left blank.]

Upon your acceptance of the offer, the foregoing agreement will be binding upon you and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement prior to the date and time specified on page 1 hereof and returning it to the undersigned.

Very truly yours,

**AMERITAS INVESTMENT CORP.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the date first above written.

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Title: Director of Finance

**SCHEDULE 1**

**TERMS OF THE BONDS**



Gilmore & Bell Draft  
April 14, 2016

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**ESCROW DEPOSIT AGREEMENT**

**Dated as of June, 1, 2016**

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**Among**

**THE PUBLIC BUILDING CORPORATION OF THE CITY OF  
SPRINGFIELD, MISSOURI,**

**CITY OF SPRINGFIELD, MISSOURI,**

**And**

**UMB BANK, N.A.,  
Escrow Agent**

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**Providing for the Defeasance, Payment and Discharge of  
Certain Outstanding Municipal Facilities Revenue Bonds**

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## ESCROW DEPOSIT AGREEMENT

**THIS ESCROW DEPOSIT AGREEMENT** dated as of June 1, 2016 (the “**Escrow Agreement**”), among **THE PUBLIC BUILDING CORPORATION OF THE CITY OF SPRINGFIELD, MISSOURI**, a Missouri nonprofit corporation (the “**Issuer**”), the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision organized and existing under the laws of the State of Missouri (the “**City**”), and **UMB BANK, N.A.**, a national banking association, having an office located in St. Louis, Missouri, acting as escrow agent hereunder (the “**Escrow Agent**”).

### RECITALS

1. The City is providing for the defeasance, payment and discharge of all of the outstanding principal amount of The Public Building Corporation of the City of Springfield, Missouri Municipal Facilities Revenue Bonds, Series 2007 (Stormwater Improvements Project) (the “**Defeased Bonds**”), previously issued by the Issuer on behalf of the City:

2. The Defeased Bonds will mature (or will be subject to redemption prior to maturity) and will have interest payable as shown on **Schedule 1** hereto.

3. The City is providing for the defeasance and payment of the Defeased Bonds, in accordance with the requirements of the Indenture (herein defined), through the deposit in trust with the Escrow Agent of \$\_\_\_\_\_ transferred from the Debt Service Reserve Fund held under the Indenture and \$\_\_\_\_\_ from proceeds of the **City of Springfield, Missouri, Special Obligation Refunding Bonds, Series 2016A** (the “**Refunding Bonds**”), and the purchase of the Escrowed Securities described on **Schedule 2** hereto as herein provided.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Definitions.** The following words and terms used in this Escrow Agreement shall have the following meanings:

“**Bond Counsel**” means Gilmore & Bell, P.C., or other firm of attorneys nationally recognized on the subject of municipal bonds.

“**Bond Payment Date**” means any date on which any principal of, redemption premium, or interest on any of the Defeased Bonds is due and payable as shown on **Schedule 1** attached hereto, including the Redemption Date.

“**City**” means the **City of Springfield, Missouri**, a constitutional charter city and political subdivision organized and existing under the laws of the State of Missouri.

“**Defeased Bonds**” means The Public Building Corporation of the City of Springfield, Missouri, Municipal Facilities Revenue Bonds, Series 2007 (Stormwater Improvements Project), described in **Recital No. 1** hereof that are being defeased, paid and discharged pursuant to this Escrow Agreement.

“**Escrow Agent**” means **UMB Bank, N.A.**, St. Louis, Missouri, and its successor or successors at the time acting as the Escrow Agent under this Escrow Agreement.

**“Escrow Agreement”** means this Escrow Deposit Agreement, and any amendments hereto.

**“Escrow Fund”** means the fund by that name established pursuant to **Section 3** of this Escrow Agreement.

**“Escrowed Securities”** means the direct non-callable obligations of the United States of America listed on **Schedule 2** attached hereto, and any direct non-callable obligations of the United States of America (which investments may not include unit investment trusts or mutual funds) and any securities substituted for Escrowed Securities in accordance with **Section 8** of this Escrow Agreement.

**“Indenture”** means the Trust Indenture dated as of August 1, 2006, as amended and supplemented by the First Supplemental Trust Indenture dated as of October 1, 2007, between the Issuer and UMB Bank, N.A., under which the Defeased Bonds were issued.

**“Issuer”** means **The Public Building Corporation of the City of Springfield, Missouri**, a Missouri nonprofit corporation.

**“Redemption Date”** means May 1, 2017.

**Refunding Bonds”** means the Special Obligation Refunding Bonds, Series 2016A, of the City and referred to in the recitals to this Escrow Agreement.

**“Trustee”** means UMB Bank, N.A., and its successors and assigns.

**“Verification Report”** means the report of [Verification Agent], certified public accountants, referred to in **Section 5** of this Escrow Agreement.

**2. Receipt of Documents.** The Escrow Agent acknowledges receipt, concurrently with the execution and delivery of this Escrow Agreement, of a copy of the Indenture and the Verification Report, and reference herein to or citation herein of any provisions of said documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if they were fully set forth herein.

**3. Establishment of Escrow Fund.** The Escrow Agent shall establish a special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the **“Escrow Fund for Defeased Series 2007 Bonds - The Public Building Corporation of the City of Springfield, Missouri”** (the **“Escrow Fund”**). Except as otherwise provided herein, moneys in the Escrow Fund shall be held in trust by the Escrow Agent and shall be applied solely for the purpose of purchasing Escrowed Securities and to provide funds to the Trustee in accordance with this Escrow Agreement at the times and in the amounts required to pay debt service on the Defeased Bonds.

**4. Deposits to the Escrow Fund.** Concurrently with the execution and delivery of this Escrow Agreement, the City has deposited or caused to be deposited with the Escrow Agent, and the Escrow Agent acknowledges receipt and deposit into the Escrow Fund of the following moneys:

- (a) proceeds of the Refunding Bonds in the amount of \$\_\_\_\_\_; and
- (b) moneys transferred from the Debt Service Reserve Fund held under the Indenture in the amount of \$\_\_\_\_\_.

The Escrow Agent shall apply such amounts deposited in the Escrow Fund to purchase the Escrowed Securities described in **Schedule 2** at a purchase price of \$\_\_\_\_\_ which shall be delivered to and deposited in the Escrow Fund, leaving an initial cash balance of \$\_\_\_\_\_ in the Escrow Fund.

**5. Verification of Certified Public Accountants.** [Verification Agent], certified public accountants, in the Verification Report have verified the mathematical accuracy of the computations, described in **Schedule 3**, that demonstrate that:

- (a) the cash held in the Escrow Fund, together with the maturing principal of the Escrowed Securities held therein and interest to accrue thereon, without consideration of any reinvestment thereof, will be sufficient to pay all principal of, redemption premium, and interest on the Defeased Bonds on the respective Bond Payment Dates;
- (b) the yield on the Escrowed Securities allocated to proceeds of the Refunding Bonds does not exceed the yield on the Refunding Bonds; and
- (c) the yield on the Escrowed Securities allocated to proceeds of the Defeased Bonds does not exceed the yield on the Defeased Bonds.

**6. Creation of Lien.** The escrow created hereby shall be irrevocable. The holders of the Defeased Bonds are hereby given an express lien on and security interest in the Escrowed Securities and the cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Escrow Agreement. The matured principal of and earnings on the Escrowed Securities and any cash in the Escrow Fund are hereby pledged and assigned and shall be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Defeased Bonds.

**7. Application of Cash and Escrowed Securities in the Escrow Fund.**

- (a) Except as otherwise expressly provided in this Section and **Section 8** hereof, the Escrow Agent shall have no power or duty to invest any money held hereunder or to sell, transfer or otherwise dispose of any Escrowed Securities.
- (b) The Escrow Agent is directed to purchase, using cash in the Escrow Fund, the Escrowed Securities described in **Schedule 2** hereof.
- (c) On or prior to each Bond Payment Date, the Escrow Agent shall withdraw from the Escrow Fund an amount equal to the principal of, redemption premium, and interest on the Defeased Bonds becoming due and payable on such Bond Payment Date, as set forth in **Schedule 1** hereto, and shall forward such amount to the office of the Trustee for the Defeased Bonds, so that immediately available funds in the required amounts will reach such office on or before **12:00** noon, central time, on such Bond Payment Date. In order to make the payments required by this subsection (c), the Escrow Agent is hereby authorized to present or redeem the Escrowed Securities in accordance with the maturity schedule in **Schedule 2** hereto. The liability of the Escrow Agent to make the payments required by this subsection (b) with respect to the Defeased Bonds shall be limited to the money and Escrowed Securities in the Escrow Fund.
- (d) Cash held from time to time in the Escrow Fund shall be held uninvested.

- (e) Upon the payment in full of the principal of, redemption premium, if any, and interest on the last of the Defeased Bonds, all remaining money and Escrowed Securities in the Escrow Fund, together with any interest thereon, shall be transferred to the City.
- (f) Notwithstanding any other provisions of this Escrow Agreement, the City hereby covenants that no part of the moneys or funds in the Escrow Fund shall be used or directed to be used by the Escrow Agent, at any time, directly or indirectly, in a manner that would cause any of the Defeased Bonds to be an “arbitrage bond” under Section 148 of the Internal Revenue Code.

## **8. Substitution of Escrowed Securities.**

- (a) In the event that any of the Escrowed Securities are not available for delivery on the date of the issuance of the Refunding Bonds, the Escrow Agent is directed to accept substitute securities in lieu thereof provided: (1) the substitute securities are non-callable, direct obligations of the United States of America; (2) the maturing principal of and interest on such substitute securities is equal to or greater than the principal and interest payable on such unavailable Escrowed Securities, and is payable no later than, and in amounts no less than, the payments on the unavailable Escrowed Securities; (3) principal of and interest on the substitute securities is payable no later than, and in amounts no less than, the payments on the unavailable Escrowed Securities; (4) the Escrow Agent and the Trustee shall receive from a nationally recognized independent certified public accountant or accounting firm a certification, satisfactory in form and substance to the Escrow Agent, to the effect that after such substitution, the principal of and interest payable on the Escrowed Securities to be held in the Escrow Fund after giving affect to the substitution, together with any other money to be held in the Escrow Fund after such transaction, will be sufficient to pay all remaining principal of, redemption premium, if any, and interest on the Defeased Bonds pursuant to **Schedule 1** hereto; (5) the City approves such substitution in writing; and (6) the City provides an opinion of Bond Counsel to the effect that the substitution will not cause the interest on the Refunding Bonds or the Defeased Bonds to become included in gross income for purposes of federal income taxation. If the original Escrowed Securities become available and are tendered to the Escrow Agent by or on behalf of the original purchaser of the Refunding Bonds, the Escrow Agent shall accept such Escrowed Securities, shall return the substitute securities as directed by such original purchaser and shall notify Bond Counsel and the City of the transaction.
- (b) At the written request of the City, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power from time to time to sell, transfer, request the redemption of or otherwise dispose of any of the Escrowed Securities and to substitute for the Escrowed Securities so redeemed or otherwise disposed of solely cash or non-callable direct obligations of the United States of America. The Escrow Agent shall purchase such substitute Escrowed Securities with the proceeds derived from any such sale, transfer, disposition or redemption of the Escrowed Securities together with any other funds available for such purpose. The substitution may be effected only if: (1) the substitution of the new Escrowed Securities for the original Escrowed Securities occurs simultaneously; (2) the Escrow Agent and the Trustee shall receive from a nationally recognized independent certified public accountant or accounting firm a certification, satisfactory in form and substance to the Escrow Agent, to the effect that after such substitution, the principal of and interest payable on the Escrowed Securities to be held in the Escrow Fund after giving affect to the substitution, together with any other

money to be held in the Escrow Fund after such transaction, will be sufficient to pay all remaining principal of, redemption premium, if any, and interest on the Defeased Bonds pursuant to **Schedule 1** hereto; and (3) the Escrow Agent and the Trustee shall receive an Opinion of Bond Counsel to the effect that such substitution is permitted under the terms of this Escrow Agreement and would not cause the interest on either the Refunding Bonds or the Defeased Bonds to become included in gross income for purposes of federal income taxation under then existing law. In the event that any such substitution results in cash held in the Escrow Fund in excess of the cash required for the certification of an independent certified public accountant referred to in this subsection (b) (as evidenced by such certification), the Escrow Agent shall, at the request of the City, withdraw such excess from the Escrow Fund and pay such excess to the City; provided that, in the opinion of Bond Counsel, such withdrawal and application will not cause the interest on the Refunding Bonds or the Defeased Bonds to become included in gross income for purposes of federal income taxation.

**9. Redemption of Defeased Bonds.** The Escrow Agent acknowledges that, pursuant to the Indenture, at the written direction of the City, the Defeased Bonds described in **Schedule 1** hereto have been called for redemption and payment prior to maturity in the amounts and on the Redemption Date, and the City and the Issuer have irrevocably directed the Trustee to give notice of the call for redemption and payment of such Defeased Bonds in accordance with the applicable requirements of the Indenture. The City directs the Escrow Agent and the Escrow Agent agrees, to the extent within its power, on behalf of the Trustee, to take or cause to be taken such further action as may be necessary under the Indenture to cause the redemption of said Defeased Bonds on the Redemption Date.

**10. Reports of the Escrow Agent.** As long as any of the Defeased Bonds, together with the interest thereon, have not been paid in full, the Escrow Agent, at least **15** days prior to each Bond Payment Date, shall determine the amount of money which will be available in the Escrow Fund to pay the principal of, redemption premium, if any, and interest on the Defeased Bonds on the next Bond Payment Date. If the Escrow Agent determines that sufficient funds will not be available on such Bond Payment Date to make the payment to be made on such Bond Payment Date pursuant to **Section 7**, then the Escrow Agent shall certify in writing to the City and the Trustee the amount so determined, and provide a list of the money and Escrowed Securities held by it in the Escrow Fund on the date of such certification, including all money held by it which was received as interest or profit from Escrowed Securities.

**11. Liability of Escrow Agent.**

- (a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Escrow Agreement in compliance with the provisions hereof, other than as a result of the Escrow Agent's negligence or willful misconduct. The Escrow Agent shall have no lien whatsoever on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.
- (b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money to pay the Defeased Bonds. So long as the Escrow Agent applies the Escrowed Securities and money as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Defeased Bonds caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Escrow Agreement.

- (c) If the Escrow Agent fails to account for any of the Escrowed Securities or money received by it, said Escrowed Securities or money shall be and remain the property of the City in trust for the holders of the Defeased Bonds, and, if for any reason such Escrowed Securities or money are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.
- (d) All covenants, stipulations, promises, agreements and obligations of the Escrow Agent contained in this Escrow Agreement shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the Escrow Agent, and not of any officer, employee or agent of the Escrow Agent, nor of any incorporator, employee or agent of any successor corporation to the Escrow Agent, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other documents executed in connection therewith.
- (e) The Escrow Agent may rely and shall be protected in acting upon or refraining from acting upon in good faith any resolution, certification, statement, instrument, opinion, report, notice, request, direction, consent, verification, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.
- (f) The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Escrow Agreement.
- (g) No provision of this Escrow Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall not be liable for any error of judgment made in good faith by an authorized officer or employee of the Escrow Agent, unless it shall be provided that the Escrow Agent was negligent in ascertaining the pertinent facts, and shall not be liable for the misconduct or negligence of any agent appointed with due care.
- (h) Whether or not therein expressly so provided, every provision of this Escrow Agreement relating to the conduct or affecting the liability of or affording protection to the Escrow Agent shall be subject to the provisions of this Section.

**12. Fees and Costs of the Escrow Agent.** The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount mutually agreed upon by the Escrow Agent and the City, which amount shall be paid by the City concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from the City of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to the City and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever

on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under the Escrow Agreement or otherwise.

If the Escrow Agent resigns or is removed prior to the expiration of this Escrow Agreement, the Escrow Agent shall rebate to the City a ratable portion of any fee theretofore paid to the Escrow Agent for its services under this Escrow Agreement.

**13. Resignation or Removal of Escrow Agent; Successor Escrow Agent.** In the event of any resignation or removal of the Escrow Agent as trustee under the Indenture and any appointment of a successor trustee thereunder, such successor trustee, but without any further act, deed or conveyance, shall become the successor Escrow Agent fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor hereunder, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall transfer and deliver all Escrowed Securities and moneys held by it to its successor and shall execute any transfer, assignment or instrument in writing necessary to so transfer said Escrowed Securities and moneys and to make the principal of and interest on said Escrow Securities payable to such successor Escrow Agent. Should any other transfer, assignment or instrument in writing from the Institution be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent hereunder, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Institution, as the case may be. In the event of resignation of the Escrow Agent, a pro rata portion of the amount paid to the Escrow Agent pursuant to **Section 12** hereof shall be returned to the City. In the event of any resignation or removal of the Escrow Agent as trustee under the Indenture, such resignation or removal shall not become effective until a successor trustee shall be in place and the cash and Escrowed Securities held in the Escrow Fund have been transferred to the successor trustee.

The City will provide Moody's Investors Service, Inc. ("**Moody's**") with written notice of any resignation or removal of the Escrow Agent and the appointment of a successor Escrow Agent.

**14. Continuing Duties of Trustee.** Certain duties, rights and obligations provided for in the Indenture (including but not limited to replacement of lost, mutilated, stolen or destroyed bonds or coupons, the payment of interest and principal on the due dates thereof, the transfer and exchange and registration of bonds from time to time, the administration of any moneys remaining on deposit in any construction funds or capitalized interest funds under the Indenture, the indemnification rights of the Trustee, and all immunities and protections of the Trustee) must, by their nature, be performed after the defeasance of the Defeased Bonds or must continue to benefit the Trustee until payment in full of the Defeased Bonds and, accordingly, the Trustee agrees to be bound by and to comply with those provisions of the Indenture. The Escrow Agent has been appointed under this Escrow Agreement by the Trustee at the instruction and authorization of the City, and the City agrees that by such appointment the immunities, protections, rights and indemnification provided to the Trustee under the Indenture and related documents, including but not limited to any loan agreements and guaranties, shall not cease, diminish or be modified in any way.

**15. Amendments.** This Escrow Agreement may not be repealed, revoked, altered or amended without the written consent of the Issuer, the Escrow Agent, the City and the owners of the Defeased Bonds; provided, however, that the Issuer, the City and the Escrow Agent may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Escrow Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Escrow Agreement;
- (b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Defeased Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Escrow Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Defeased Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

The Escrow Agent shall notify Moody's in writing prior to the execution of any amendment to this Escrow Agreement and Moody's shall be provided a draft copy of any proposed amendment to the Escrow Agreement prior to its execution.

**16. Termination.** This Escrow Agreement shall terminate when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made. The Escrow Agent shall notify Moody's in writing prior to the execution of any early termination to this Escrow Agreement.

**17. Notices.** Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Escrow Agreement to be given to or filed with any of the following if the same shall be duly mailed by first class, certified or registered mail, return receipt requested addressed (provided, however, that notice to the Escrow Agent will be effective only upon receipt):

- (a) To the Issuer at:

The Public Building Corporation of the City of Springfield, Missouri  
840 Boonville  
P.O. Box 8368  
Springfield, Missouri 65801  
Attention: President

- (b) To the City at:

City of Springfield, Missouri  
840 Boonville  
P.O. Box 8368  
Springfield, Missouri 65801  
Attention: City Manager

- (c) To the Escrow Agent at:

UMB Bank, N.A.  
2 South Broadway  
Suite 600  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department

(d) To the Trustee and the owners of the Defeased Bonds at their respective addresses and by the method set forth in the Indenture.

(e) To Moody's Investors Service, Inc., at:

Moody's Investors Service, Inc.  
7 World Trade Center  
250 Greenwich Street  
New York, New York 10007  
Attention: Public Finance Rating Desk

**18. Benefit of Escrow Agreement.** This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns. Nothing in this Escrow Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns, the Trustee and the owners of the Defeased Bonds, any benefit or any legal or equitable right, remedy or claim under this Escrow Agreement.

**19. Limitation on Issuer Liability.** The Issuer shall not be liable for (a) any loss resulting from any investment made pursuant to this Escrow Agreement, (b) the accuracy of the calculations as to the sufficiency of the Escrow Fund to pay the principal, premium, if any, and interest on the Defeased Bonds, or (c) any action or inaction of the Escrow Agent or the City in connection therewith.

**20. Severability.** If any provision in this Escrow Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**21. Counterparts.** This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

**22. Governing Law.** This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

*[Remainder of Page Intentionally left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Title: City Manager

**THE PUBLIC BUILDING CORPORATION  
OF THE CITY OF SPRINGFIELD,  
MISSOURI**

By: \_\_\_\_\_  
Title: President

**UMB BANK, N.A.**, as Escrow Agent

By: \_\_\_\_\_  
Title: Authorized Officer

**SCHEDULE 1  
TO ESCROW DEPOSIT AGREEMENT**

**DEBT SERVICE SCHEDULE TO MATURITY AND CALL FOR  
DEFEASED BONDS**

See Attached

**SCHEDULE 2  
TO ESCROW DEPOSIT AGREEMENT**

**SCHEDULE OF ESCROWED SECURITIES**

See Attached

**SCHEDULE 3  
TO ESCROW DEPOSIT AGREEMENT**

**ESCROW CASHFLOWS AND PROOF OF YIELD**

See Attached

Emer. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 3  
Filed: 04-26-16

Sponsor: Burnett

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 100

GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 74, Nuisance and Housing Code, Article  
2 II – Enforcement, Section 74-38(b)(2) - Cost, assessments, and nuisance-  
3 abatement lien, to add subparagraph “c,” providing that a special-tax bill  
4 shall be prima facie evidence of the validity of the bill, the doing of the work  
5 stated in the bill, and the liability of the property and the owner for the  
6 charges stated in the bill; including a savings and severability clause.

7 \_\_\_\_\_

8  
9 WHEREAS, the courts hold that a municipality may, by ordinance, declare a  
10 special-tax bill to be prima facie evidence of the validity of the bill, the doing of the work  
11 stated in the bill, and the liability of the property and the owner for the charges stated in  
12 the bill; and,

13  
14 WHEREAS, such a provision added to Springfield City Code Section 74-38(b)(2)  
15 will strengthen and streamline evidentiary presentations by the City in court.

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

19  
20 NOTE: Language to be added is underlined and language to be deleted is  
21 ~~stricken~~.

22  
23 Section 1 – The Springfield City Code, Chapter 74, Nuisance and Housing Code,  
24 Article II - Enforcement, Section 74-38(b)(2) - Cost, assessments, and nuisance-  
25 abatement lien, is hereby amended as follows:

- 26  
27 (b) The finance director may include nuisance-abatement costs in:
- 28 (1) The annual real estate taxes for the property, which, if unpaid, may be
  - 29 collected under laws applicable to delinquent real estate taxes; or
  - 30 (2) A special tax bill, which:

- 31 a. Is a debt against the property owner, a lien against the property, and valid
- 32 until paid; ~~and~~,
- 33 b. Bears interest until paid at the legal rate, and may be foreclosed upon by
- 34 the city through appropriate proceedings in circuit court-; and,
- 35 c. Shall be prima facie evidence of the validity of the bill, the doing of the
- 36 work stated in the bill, and the liability of the property and the owner for the
- 37 charges stated in the bill.

38  
39 Section 2 – Savings Clause. Nothing in this ordinance shall be construed to  
40 affect any suit or proceeding now pending in any court or any rights acquired or liability  
41 incurred nor any cause or causes of action accrued or existing, under any act or  
42 ordinance repealed hereby, or shall any right or remedy of any character be lost,  
43 impaired, or affected by this ordinance.

44  
45 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or  
46 phrase of this ordinance is for any reason held to be invalid, such decision shall not  
47 affect the validity of the remaining portions of this ordinance. The Council hereby  
48 declares that it would have adopted the ordinance and each section, subsection,  
49 sentence, clause, or phrase thereof, irrespective of the fact that any one or more  
50 sections, subsections, sentences, clauses, or phrases be declared invalid.

51  
52 Section 4 – This ordinance will be in full force and effect from and after passage

53  
54  
55 Passed at Meeting: \_\_\_\_\_

56  
57  
58 \_\_\_\_\_  
59 Mayor

60 Attest: \_\_\_\_\_

61  
62  
63 Filed as Ordinance: \_\_\_\_\_

64 Approved as to Form: Duke McDonald, Assistant City Attorney

65  
66 Approved for Council Action: Greg Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 100**

FILED: 04-26-16

ORIGINATING DEPARTMENT: BUILDING DEVELOPMENT SERVICES

PURPOSE: To amend the Springfield City Code, Chapter 74, Nuisance and Housing Code, Article II, Enforcement, Section 74-38(b)(2) - Cost, assessments, and nuisance-abatement lien to state that a special-tax bill shall be prima facie evidence of the validity of the bill, the doing of the work stated in the bill, and the liability of the property and the owner for the charges stated in the bill.

BACKGROUND AND REMARKS: The current language of the Springfield City Code, Chapter 74 does not state that a special-tax bill shall be prima facie evidence of the validity of the bill, the doing of the work stated in the bill, and the liability of the property and the owner for the charges stated in the bill. This added language will allow the city to make stronger, more-streamlined presentations in court.

REMARKS: None.

Submitted by:



Chris Straw, Director of Building Development Services



Greg Burris, City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 12  
Filed: 04-26-16

Sponsored by: Fishel

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016-101

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of  
2 the public streets and easements to the City of Springfield, Missouri,  
3 as shown on the Preliminary Plat of Battlefield Business Center No.  
4 12, generally located at 2000-2100 block of West Sunset Street, upon  
5 the applicant filing and recording a final plat that substantially  
6 conforms to the preliminary plat; and authorizing the City Clerk to sign  
7 the final plat upon compliance with the terms of this ordinance. (Staff  
8 recommends that City Council accept the public streets and  
9 easements.)

10 \_\_\_\_\_

11  
12 WHEREAS, on April 14, 2016, the Planning and Zoning Commission approved  
13 the preliminary plat and subdivision of Battlefield Business Center No. 12, generally  
14 located at 2000-2100 block of West Sunset Street, as a subdivision of the City of  
15 Springfield, Greene County, Missouri.

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

19  
20 Section 1 – The City Council hereby authorizes the Director of Planning and  
21 Development to accept the land and easements dedicated to the City for public use as  
22 shown on the preliminary plat of Battlefield Business Center No. 12, generally located at  
23 2000-2100 block of West Sunset Street, as approved by the Planning and Zoning  
24 Commission, the original of which is on file in the Department of Planning and  
25 Development (Approved Preliminary Plat), a reduced version of which is included for  
26 general reference as "Exhibit B-Attachment 2," upon the applicant filing and recording a  
27 final plat in accordance with Chapter 36, Article II. Subdivision Regulations (Subdivision  
28 Regulations) which plat shall substantially conform to the Approved Preliminary Plat,  
29 including those conditions established by the Planning and Zoning Commission, which  
30 conditions are shown in the explanation to this ordinance, a copy of which is attached  
31 hereto and incorporated herein as if copied verbatim, and hereby authorizes acceptance  
32 of the public improvements required by this ordinance and the Subdivision Regulations  
33 of the City, upon the Director of Public Works certifying to the Director of Planning and

34 Development and the City Clerk that the public improvements have been made in  
35 accordance with City standards and specifications.

36  
37 Section 2 – The final plat shall not be recorded until the public improvements  
38 relating to the Approved Preliminary Plat, as set out in the explanation and Zoning and  
39 Subdivision report attached hereto and incorporated herein by reference, shall have  
40 been constructed by the person or party subdividing the property according to the  
41 specifications of the City of Springfield, Missouri, and to the approval of the Director of  
42 Public Works of the City; and provided that said party shall have paid to the City of  
43 Springfield engineering fees, permit fees, licenses, and other fees occasioned by the  
44 construction of said improvements; or, in lieu of the construction of said improvements,  
45 that said parties have filed with the City Manager, according to the terms of the  
46 Subdivision Regulations of the City, the prescribed financial assurances to insure the  
47 construction of said improvements, and the payment to the City of all engineering fees,  
48 permit fees, licenses, and other fees occasioned or which will be occasioned by the  
49 construction of the improvements.

50  
51 Section 3 - Upon compliance with all the requirements of this ordinance, the City  
52 Clerk is hereby authorized to endorse the Council's approval upon the final plat  
53 pursuant to Section 445.030, RSMo.

54  
55 Section 4 - Should said parties fail to submit a final plat for the subdivision or  
56 portion thereof which substantially conforms to the preliminary plat within two years from  
57 the date of this ordinance, then this ordinance shall be of no effect and shall be  
58 considered void.

59  
60  
61 Passed at meeting: \_\_\_\_\_

62  
63 \_\_\_\_\_  
64 Mayor

65  
66 Attest: \_\_\_\_\_, City Clerk

67  
68 Filed as Ordinance: \_\_\_\_\_

69  
70 Approved as to form: A. Charles T. Weder, Assistant City Attorney

71  
72 Approved for Council action: Greg Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 101**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To accept the dedication of the public streets and easements as shown on the Preliminary Plat of Battlefield Business Center No. 12, generally located at the 2000-2100 block of West Sunset Street. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Battlefield Business Center No. 12 dated March 16, 2016, is on file in the Department of Planning and Development. A reduced version is included for general reference in “Exhibit B-Attachment 2.”
- B. The Planning and Zoning Commission held a public hearing on April 14, 2016 and approved the preliminary plat by a vote of 7 to 0, subject to the following conditions:
  - 1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
  - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
  - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
  - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
  - 5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
  - 6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section No. 300 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond or escrow agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section No. 206 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached in "Exhibit B," for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Development Review Staff Report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Business Park uses.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

REMARKS: Staff recommends approval.

Submitted by:



Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings  
Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Background Report  
Attachment 2, Preliminary Plat

# Exhibit A

## RECORD OF PROCEEDINGS

Planning and Zoning Commission April 14, 2016

Preliminary Plat Battlefield Business Center Number 12  
2000 West Sunset Street

**Applicant:** Battlefield Business Center II, LLC

Mr. Hosmer states that this is a request to approve a preliminary plat to subdivide approximately 3.64 acres into a 2 lot manufacturing subdivision located in the 2000-2100 block W. Sunset Street. The original preliminary plat of Battlefield Business Center was approved by City Council in 2000 and extended by the approval of final plats until 2011, when the preliminary plat expired. The remaining un-platted lots must be brought into conformance with the Subdivision Regulations prior to building permits being issued. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Business Park uses. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" The applicant's proposal is consistent with the City's Subdivision Regulations. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Rick Wilson, Wilson Surveying, 2012 S. Stewart, these are two lots that did not get final platted. The developer had concerns that the economy was changing and did not want to pay higher taxes; however we now want to complete the development.

Mr. Doennig closed the public hearing.

### **COMMISSION ACTION:**

Mr. Baird motions that we approve the Preliminary Plat Battlefield Business Center Number 12 (2000 West Sunset Street). Ms. Cox seconded the motion. The motion **carried** as follows: Ayes: Doennig, Baird, Shuler, Cline, Rose, Edwards, and Cox. Nays: None. Abstain: None. Absent: Ray



---

Bob Hosmer, AICP

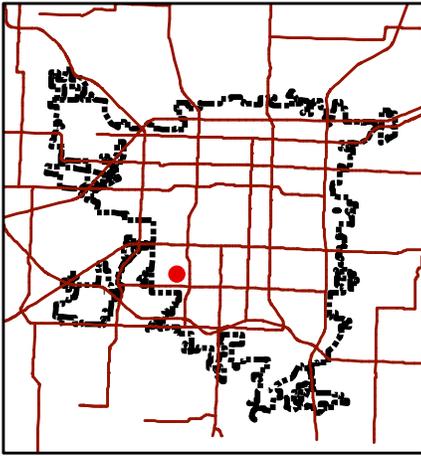
Principal Planner

# Development Review Staff Report

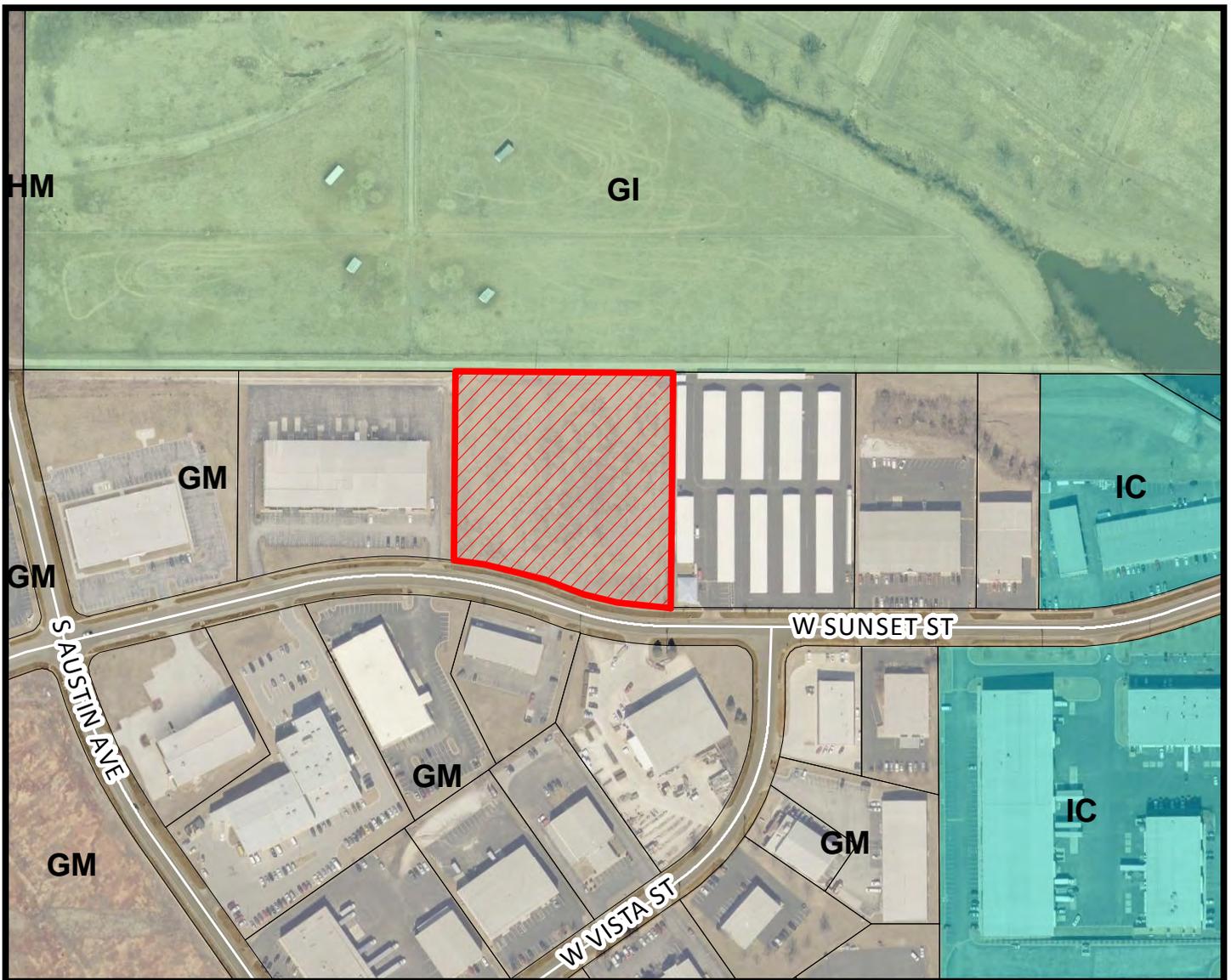
Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802

## Preliminary Plat - Battelfield Bus. Center No. 12

LOCATION: 2000-2100 block n/s W. Sunset St.  
CURRENT ZONING: GM, General Manufacturing District



### LOCATION SKETCH



- Area of Proposal



1 inch = 300 feet

DEVELOPMENT REVIEW STAFF REPORT  
PRELIMINARY PLAT – BATTLEFIELD BUSINESS CENTER NO. 12

PURPOSE: To approve a preliminary plat to subdivide approximately 3.64 acres into a 2 lot manufacturing subdivision

REPORT DATE: March 18, 2016

LOCATION: 2000-2100 block W. Sunset St.

APPLICANT: Battlefield Business Center II, LLC

TRACT SIZE: Approximately 3.64 acres

EXISTING USE: Vacant/undeveloped land

PROPOSED USE: General Manufacturing uses

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant's proposal is consistent with the City's *Subdivision Regulations*.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission **approve** the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition

in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

**SURROUNDING LAND USES:**

AREA	ZONING	LAND USE
North	GI	Missouri State University Agricultural Center
East	GM	Self-service storage facilities
South	GM	Warehousing and office uses
West	GM	Warehousing and office uses

**HISTORY:**

The original preliminary plat of Battlefield Business Center was approved by City Council in 2000 and extended by the approval of final plats until 2011, when the preliminary plat expired. The remaining unplatted lots must be brought into conformance with the Subdivision Regulations prior to building permits being issued.

**COMPREHENSIVE PLAN:**

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Business Park uses. The recommended zoning includes the office and restricted industrial districts.

**STAFF COMMENTS:**

1. The applicant is proposing to subdivide approximately 3.64 acres into a 2 lot manufacturing subdivision named "BATTLEFIELD BUSINESS CENTER NO. 12". The property is currently zoned GM, General Manufacturing District and is vacant/undeveloped land.

2. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

CITY COUNCIL: May 2, 2016

STAFF CONTACT:

Daniel Neal  
Senior Planner  
864-1036

ATTACHMENT 1  
BACKGROUND REPORT  
PRELIMINARY PLAT – BATTLEFIELD BUSINESS CENTER NO. 12

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES COMMENTS:

There is an existing 8-inch water and 2-inch gas crossing approximately 170 ft, east of west property line of Lot 2. If Lot 1 needs fire protection services it may be possible to tap this crossing in lieu of boring under Sunset. Underground electric service is available along Sunset Street frontage. Increase utility easement to 10 foot along Sunset St. frontage.

FIRE DEPARTMENT COMMENTS:

No concerns.

TRAFFIC DIVISION COMMENTS:

1. Traffic has no issues with this preliminary plat.
2. Each lot is allowed one driveway approach, however, they must be 150 feet apart.

STORMWATER COMMENTS:

The property is located in the South Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of any flooding problems in the area. Regional detention has already been constructed for full development of the property. Since the development is adding one acre or more of impervious surfacing, water quality is required. Since the project will be disturbing more than one (1) acre, a land disturbance permit is required. There is an existing ditch available for this development to discharge into. There are no known sinkholes on the proposed property.

Please note that development (or re-development) of the property will be subject to the following conditions at the time of development:

1. Water quality will need to be provided on-site.
2. Concentrated points of discharge from these improvements will be required to drain into the public right-of-way or a drainage easement.

3. Based upon City data, there is a significant amount of offsite concentrated stormwater crossing the subject property. Although stormwater detention and water quality do not have to be provided for these flows, drainage easements must be provided for this conveyance.
4. Public Improvement Plans will be required for any concentrated runoff crossing lot lines as well as for any water quality facilities that serve more than one lot. Please note that public improvements must be constructed or escrowed prior to final plat approval or issuance of a building permit.
5. Detailed stormwater calculations must be submitted and approved before any permits can be approved.

Public Works Stormwater Division	Response
Which Drainage Basin is this located?	South Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No known sinkholes
Is stormwater buyout an option?	No, Regional Detention Exists

**CLEAN WATER SERVICES COMMENTS:**

1. Sewer maintenance did a video inspection on the main in Sunset and found a lateral 8.3 feet west of the east manhole. The length was not verified so the location will still have to be verified at the time of connection. Plat is approvable.

# PRELIMINARY PLAT OF BATTLEFIELD BUSINESS CENTER NO. 12

A SUBDIVISION IN THE CITY OF SPRINGFIELD,  
GREENE COUNTY, MISSOURI

**OWNER/DEVELOPER**  
BATTLEFIELD BUSINESS CENTER II LLC  
1630-H E BRADFORD PARKWAY  
SPRINGFIELD, MO 65804  
PHONE: (417) 447-3778  
FAX: (417) 831-0908

**DEVELOPMENT NOTES**

Total Area	158,433 sq. ft. (3.64 acres)
Total No. of Lots	2
Density	0.55 LOTS/ACRE
Current Zoning	GM (GENERAL MANUFACTURING)
Proposed Land Use	OFFICE/WAREHOUSE
Smallest Lot	Lot 1 73,877 sq.ft. (1.70 acres)
Largest Lot	Lot 2 84,571 sq.ft. (1.94 acres)
Average Lot Size	79,216.5 sq.ft. (1.82 acres)
Source of Title	Book 2599 Page 1451
MAXIMUM IMPERVIOUS SURFACE 85%	
DRIVEWAYS TO HAVE 150' SEPARATION	
SETBACKS ARE AS REQUIRED BY ZONING	

**ADDITIONAL NOTES**

- REGIONAL DETENTION LOCATED ON LOT 2 OF BATTLEFIELD BUSINESS CENTER NO. 6 IS PROVIDED FOR UP TO 85% IMPERVIOUS.
- WATER QUALITY WILL BE PROVIDED FOR LOTS 1 AND 2 AT THE TIME OF DEVELOPMENT.

**UTILITIES**

SANITARY SEWER TO BE PROVIDED BY  
CITY OF SPRINGFIELD  
840 BOONVILLE AVENUE  
SPRINGFIELD, MISSOURI 65802  
(417) 864-1900

ELECTRIC, NATURAL GAS AND WATER TO BE SUPPLIED BY

CITY UTILITIES OF SPRINGFIELD, MO  
301 E. CENTRAL STREET  
SPRINGFIELD, MISSOURI 65802  
(417) 863-9000

TELEPHONE SERVICE TO BE PROVIDED BY  
SBC  
1010 PINE  
ST. LOUIS MISSOURI 63101  
(800) 464-7928

CABLE TELEVISION TO BE PROVIDED BY  
MEDIACOM  
1533 S. ENTERPRISE AVENUE  
SPRINGFIELD, MISSOURI 65804  
(417) 875-5500

THE PROPERTY SHOWN HEREON LIES IN  
A FLOOD ZONE X ACCORDING TO FLOOD  
INSURANCE MAP 29077C0337E,  
EFFECTIVE DECEMBER 17, 2010.

**RESOURCE MATERIALS USED  
FOR BOUNDARY DETERMINATION**

- FINAL PLAT BATTLEFIELD BUSINESS CENTER PHASE 1
- FINAL PLAT BATTLEFIELD BUSINESS CENTER NO. 3
- FINAL PLAT BATTLEFIELD BUSINESS CENTER NO. 4
- DEEDS AS SHOWN



**CAUTION:**

INFORMATION ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

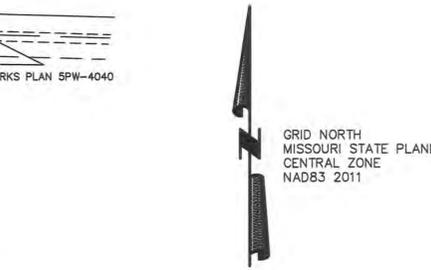
SIGNATURE

*Rick Wilson*  
WILSON SURVEYING CO., INC. LC 267D  
BY RICK WILSON LS 1970

DATE PREPARED: MARCH 9, 2016



**LOCATION MAP**  
SECTION 3  
TOWNSHIP 28 RANGE 22



**BENCHMARKS**

- CITY BENCHMARK NO. 055  
CITY OF SPRINGFIELD STANDARD MONUMENT  
NORTH SIDE OF SUNSET STREET 3.1' NORTH OF  
BACK OF CURB, 260' WEST OF INTERSECTION OF  
VISTA AND SUNSET  
ELEV. 1264.49
- TEMPORARY BENCHMARK NO. 1  
EXISTING IRON PIN CAPPED "LS 2260" AT THE  
SOUTHEAST CORNER OF PROPOSED LOT 2  
ELEV. 1263.26

**Curve Table**

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	206.49	860.00	13°45'24"	N74°33'54"W	205.99
C2	204.43	565.00	20°43'52"	S78°03'08"E	203.32

**PROPERTY DESCRIPTION**

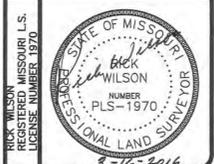
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THREE (3), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-TWO (22), IN GREENE COUNTY, MISSOURI; THENCE SOUTH 01°19'18" WEST, 2036.48 FEET; THENCE SOUTH 88°53'47" EAST, 502.70 FEET; THENCE SOUTH 02°02'06" WEST, 290.03 FEET; THENCE SOUTH 88°53'47" EAST, 638.37 FEET; THENCE NORTH 00°20'40", 80.97 FEET; THENCE NORTHWESTERLY 191.21 FEET ALONG A CURVE WITH A RADIUS OF 456.99 FEET AND A CHORD BEARING OF NORTH 11°38'29" WEST, 189.82 FEET; THENCE NORTH 55°22'08" EAST, 452.55 FEET TO THE MOST NORTHERLY CORNER OF MISSOURI PACIFIC INDUSTRIAL PARK; THENCE CONTINUING NORTH 33°45'39" WEST, 430.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", 39.27 FEET; THENCE NORTH 33°45'39" WEST, 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY TO WHICH POINT A RADIAL LINE BEARS SOUTH 33°45'39" EAST, 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", 39.27 FEET; THENCE NORTH 33°45'39" WEST, 315.00 FEET; THENCE NORTH 56°14'21" EAST, 760.00 FEET; THENCE NORTH 16°46'34" EAST, 241.90 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 16°46'34" WEST, 565.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°05'52", 148.88 FEET; THENCE NORTH 01°40'42" EAST, 435.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION THREE (3), BEING THE NORTHWEST CORNER OF BATTLEFIELD BUSINESS CENTER PHASE I; THENCE NORTH 88°19'18" WEST, 1812.18 FEET TO THE POINT OF BEGINNING, WHICH IS THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4), ALL IN GREENE COUNTY, MISSOURI EXCEPT THAT PART TAKEN OR USED FOR ROADS.

**SURVEYORS DECLARATION**

KNOW ALL MEN BY THESE PRESENTS: THAT I, RICK WILSON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY WILSON SURVEYING CO., INC. DATED FEBRUARY 4, 2016 AND SIGNED BY RICK WILSON L. S. NO. 1970 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF RICK WILSON L. S. NO. 1970 IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE II, CHAPTER 36, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

PREPARED BY  
**WILSON SURVEYING CO., INC.**

SURVEYING/ENGINEERING/LAND PLANNING  
(417)-522-7670  
Email: [Rick.Wilson@wilsonsurveying.com](mailto:Rick.Wilson@wilsonsurveying.com)  
2012 S. STEWART AVENUE  
Springfield, Missouri 65804  
DRAWING NO.: WD-104-987-PP  
JOB NO.: 15243  
DRAWN BY: APW  
DATE: MARCH 9, 2016



One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 16  
Filed: 04-26-16

Sponsored by: Fishel

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 102

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of  
2 the public streets and easements to the City of Springfield, Missouri,  
3 as shown on the Preliminary Plat of South Creek Crossing, generally  
4 located at 2620 South Campbell Avenue, upon the applicant filing and  
5 recording a final plat that substantially conforms to the preliminary  
6 plat; and authorizing the City Clerk to sign the final plat upon  
7 compliance with the terms of this ordinance. (Staff recommends that  
8 City Council accept the public streets and easements.)  
9 \_\_\_\_\_

10  
11 WHEREAS, on April 14, 2016, the Planning and Zoning Commission approved  
12 the preliminary plat and subdivision of South Creek Crossing, generally located at 2620  
13 South Campbell Avenue, as a subdivision of the City of Springfield, Greene County,  
14 Missouri.  
15

16 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
17 SPRINGFIELD, MISSOURI, as follows, that:  
18

19 Section 1 – The City Council hereby authorizes the Director of Planning and  
20 Development to accept the land and easements dedicated to the City for public use as  
21 shown on the preliminary plat of South Creek Crossing, generally located at 2620 South  
22 Campbell Avenue, as approved by the Planning and Zoning Commission, the original of  
23 which is on file in the Department of Planning and Development (Approved Preliminary  
24 Plat), a reduced version of which is included for general reference as "Exhibit B-  
25 Attachment 3," upon the applicant filing and recording a final plat in accordance with  
26 Chapter 36, Article II. Subdivision Regulations (Subdivision Regulations) which plat  
27 shall substantially conform to the Approved Preliminary Plat, including those conditions  
28 established by the Planning and Zoning Commission, which conditions are shown in the  
29 explanation to this ordinance, a copy of which is attached hereto and incorporated  
30 herein as if copied verbatim, and hereby authorizes acceptance of the public  
31 improvements required by this ordinance and the Subdivision Regulations of the City,  
32 upon the Director of Public Works certifying to the Director of Planning and

33 Development and the City Clerk that the public improvements have been made in  
34 accordance with City standards and specifications.

35  
36 Section 2 – The final plat shall not be recorded until the public improvements  
37 relating to the Approved Preliminary Plat, as set out in the explanation and Zoning and  
38 Subdivision report attached hereto and incorporated herein by reference, shall have  
39 been constructed by the person or party subdividing the property according to the  
40 specifications of the City of Springfield, Missouri, and to the approval of the Director of  
41 Public Works of the City; and provided that said party shall have paid to the City of  
42 Springfield engineering fees, permit fees, licenses, and other fees occasioned by the  
43 construction of said improvements; or, in lieu of the construction of said improvements,  
44 that said parties have filed with the City Manager, according to the terms of the  
45 Subdivision Regulations of the City, the prescribed financial assurances to insure the  
46 construction of said improvements, and the payment to the City of all engineering fees,  
47 permit fees, licenses, and other fees occasioned or which will be occasioned by the  
48 construction of the improvements.

49  
50 Section 3 - Upon compliance with all the requirements of this ordinance, the City  
51 Clerk is hereby authorized to endorse the Council's approval upon the final plat  
52 pursuant to Section 445.030, RSMo.

53  
54 Section 4 - Should said parties fail to submit a final plat for the subdivision or  
55 portion thereof which substantially conforms to the preliminary plat within two years from  
56 the date of this ordinance, then this ordinance shall be of no effect and shall be  
57 considered void.

58  
59  
60 Passed at meeting: \_\_\_\_\_

61  
62 \_\_\_\_\_  
63 Mayor

64  
65 Attest: \_\_\_\_\_, City Clerk

66  
67 Filed as Ordinance: \_\_\_\_\_

68  
69 Approved as to form: A. Charles T. Wieder, Assistant City Attorney

70  
71 Approved for Council action: Greg B. Smith, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 102**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To accept the dedication of the public streets and easements as shown on the Preliminary Plat of South Creek Crossing, generally located at 2620 South Campbell Avenue. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of South Creek Crossing, dated March 16, 2016, is on file in the Department of Planning and Development. A reduced version is included for general reference in “Exhibit B-Attachment 3.”
- B. The Planning and Zoning Commission held a public hearing on April 14, 2016 and approved the preliminary plat and a subdivision variance by a vote of 5 to 1 with one member abstaining, subject to the following conditions:
  - 1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
    - a. Each lot has access to public sewer although additional public improvement plans will be required for Lot 3 since it is preferred that no lateral connections be made to the trunkline.
    - b. There is a need to dedicate additional sewer easements on the northeast portion of Lot 3. These easements are a condition of the final plat.
    - c. Proposed modifications to the existing water quality basin will require a Public Improvement Plan. Public Improvement Plans will also be required to convey stormwater runoff from South Place through the Sunset Crossing Subdivision to South Creek. Public Improvement Plans will need to be constructed or escrowed prior to final plat approval or issuance of a building permit. All required drainage easements and topography is shown.
  - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
    - a. Add a note to the plat stating "No access is allowed to Sunset Street per

Special Ordinance 24398.". No additional access allowed to Campbell Avenue.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section No. 300 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond or escrow agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section No. 206 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached in "Exhibit B," for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Zoning and Subdivision Staff Report.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Medium Intensity Retail, Office or Housing.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

REMARKS: Staff recommends approval.

Submitted by:



---

Daniel Neal, Senior Planner

Recommended by:



---

Mary Lilly Smith, Director

Approved by:



---

Greg Burris, City Manager

**EXHIBITS:**

Exhibit A, Record of Proceedings

Exhibit B, Zoning and Subdivision Staff Report

**ATTACHMENTS:**

Attachment 1, Background Report

Attachment 2, Subdivision Variance

Attachment 3, Preliminary Plat

## Exhibit A

### RECORD OF PROCEEDINGS

Planning and Zoning Commission April 14, 2016

Preliminary Plat South Creek Crossing  
2620 South Campbell Avenue  
**Applicant:** South Creek Crossing, LLC

Mr. Hosmer states that this is a request to approve a preliminary plat to subdivide approximately 8 acres into a three lot subdivision located at 2620 South Campbell Avenue. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. The applicant is also requesting a subdivision variance to allow lots without full frontage on a public street. No additional access allowed to Campbell and they must utilize existing shared access with property to the north. Since the site is located in the floodplain, storm water detention has been bought-out for Lots 1 & 2 and will be bought-out for Lot 3 at the time of development. A regional water quality basin has been constructed to serve Lots 1, 2 & 3. Staff recommends approval.

Commission members asked for a brief description because of the water concerns next to a stream.

Mr. Rodney Colson, Public Works Storm Water, stated that some of the proposed area is in the 100 year floodplain. They are not able to development in the floodway and can't allow rise, but can develop in the floodplain. In a 100 year flood a detention basin would under water so the City does buyouts on the detention portion of the requirements, it allows the water to pass into the existing stream channels fast so it won't hold water upstream and cause flooding. We require them to do water quality because in the lower storm events we want to keep the discharge coming off the property clean because it will go into the creek in order to meet federal requirements.

On this type of development we allow buyouts on the detention, we required water quality to be constructed onsite to protect the creek and this is what the developer has done. The developer will be required to raise their finished floor elevation to a minimum of 2' higher than the 100 year flood elevations. The 100 year flood term is the 1 percent annual chance flood, means that there is 1 percent chance in a year or 1 time in a hundred years.

Mr. Doennig opened the public hearing.

Ms. Jane Earnhart, Olsen Associates, 550 St. Louis Street, representing the developer, we did have to go through the floodplain development permit and the engineers have made certain that it will meet the regulations that are required.

Mr. Doennig asked about the rain water based upon the design presented.

Ms. Earnhart stated that the property slopes from north to south, and the parking lots will allow rain water to flow to the south and the water quality is along the south side. All the water has to go through the green belt before it is allowed to go through the outlet structure and out into the creek area and the water quality basin

will do the filtering. The water will discharge through the berm between the water quality basins and will go underneath the trail.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Mr. Edwards motions that we approve the Preliminary Plat South Creek Crossing (2620 South Campbell Avenue). Mr. Baird seconded the motion. The motion **carried** as follows: Ayes: Doennig, Baird, Shuler, Cline, Rose, and Edwards. Nays: None. Abstain: None. Absent: Ray (Cox did not cast a vote)



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Bob Hosmer, AICP

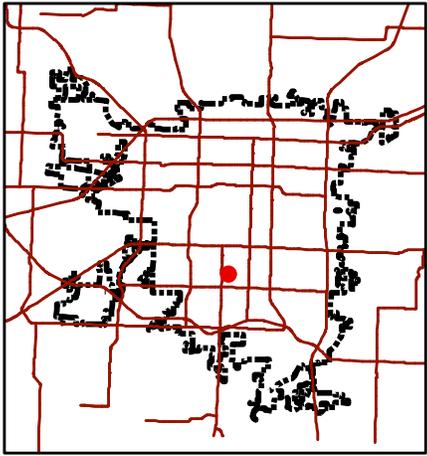
Principal Planner

# Development Review Staff Report

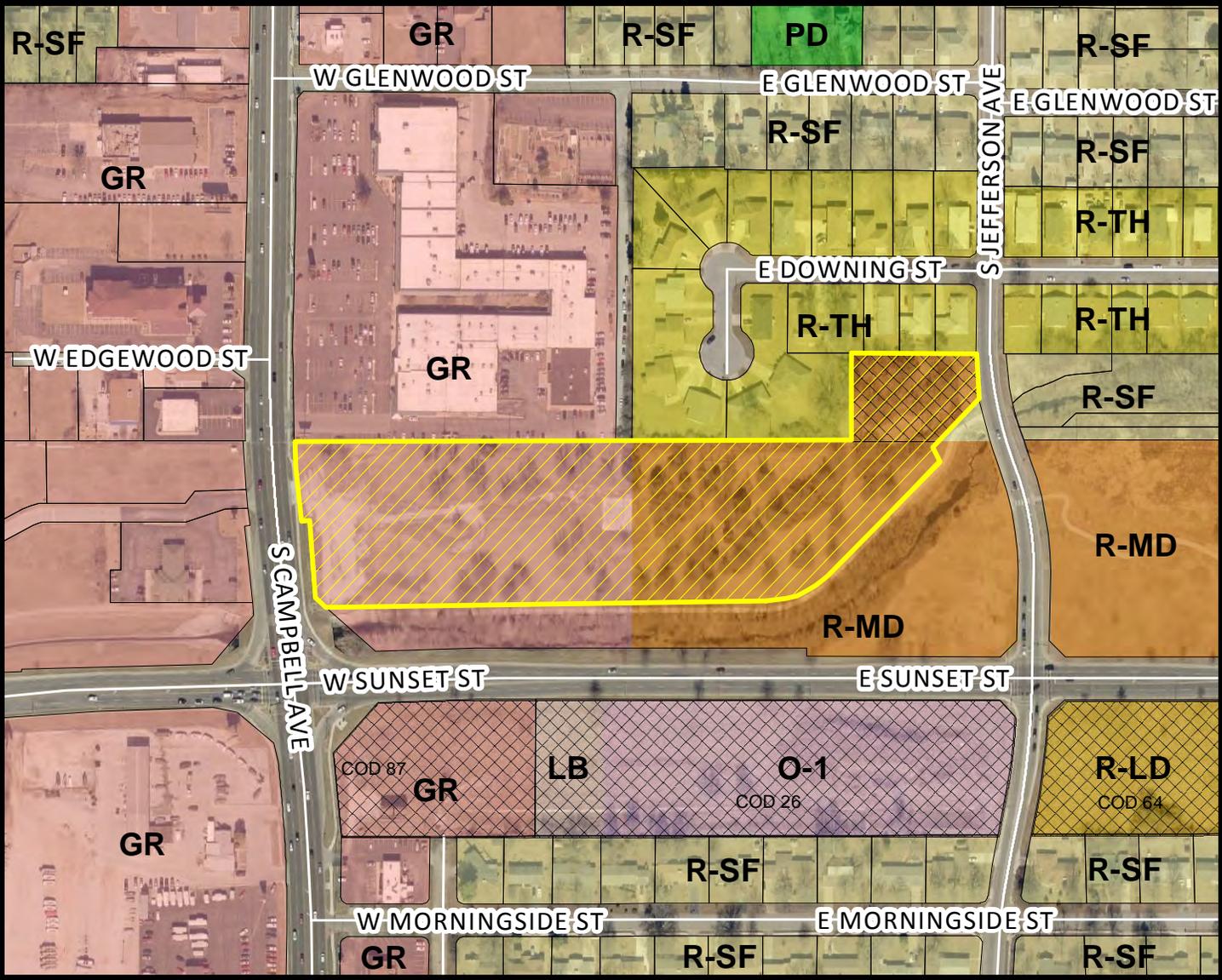
Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802

## Preliminary Plat - South Creek Crossing

LOCATION: 2620 S. Campbell Ave.  
CURRENT ZONING: GR, General Retail District and R-MD,  
Medium Density Multi-Family Residential District



### LOCATION SKETCH



- Area of Proposal



1 inch = 300 feet

DEVELOPMENT REVIEW STAFF REPORT  
PRELIMINARY PLAT – SOUTH CREEK CROSSING

PURPOSE: To approve a preliminary plat to subdivide approximately 8 acres into a three lot subdivision

REPORT DATE: March 18, 2016

LOCATION: 2620 South Campbell Avenue

APPLICANT: South Creek Crossing, LLC

TRACT SIZE: Approximately 8 acres

EXISTING USE: Retail business and vacant/undeveloped land

PROPOSED USE: General Retail and Multi-Family uses

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant's proposal, with the conditions listed below and approval of the subdivision variance, is consistent with the City's *Subdivision Regulations*.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission **approve** the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
  - a. Each lot has access to public sewer although additional public improvement plans will be required for Lot 3 since it is preferred that no lateral connections be made to the trunkline.
  - b. Need to dedicate additional sewer easements on the northeast portion of Lot 3. These easements are a condition of the final plat.
  - c. Proposed modifications to the existing water quality basin will require a Public Improvement Plan. Public Improvement Plans will also be required to convey stormwater runoff from South Place through the Sunset Crossing

Subdivision to South Creek. Public Improvement Plans will need to be constructed or escrowed prior to final plat approval or issuance of a building permit. All required drainage easements and topography is shown.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
  - a. Add a note to the plat stating "No access is allowed to Sunset Street per Special Ordinance 24398.". No additional access allowed to Campbell Avenue.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

**SURROUNDING LAND USES:**

AREA	ZONING	LAND USE
North	GR & R-TH	Retail shopping center and two-family residences
East	R-MD	City-owned property (South Creek Greenway Trail)
South	R-MD	City-owned property (South Creek Greenway Trail)
West	GR	Bank

## HISTORY:

City Council recently rezoned the northeast corner of this property to a R-MD, Medium-Density Multi-Family District with a Conditional Overlay District No. 91.

## COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing. This mixed-use category indicates that a variety of commercial and/or mid- or high-density housing may be appropriate at major intersections along certain road corridors. The recommended zoning districts include the GR, General Retail and Medium-Density Multi-Family Residential Districts.

## STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 8 acres into a three lot subdivision named "SOUTH CREEK CROSSING". The property is currently zoned GR, General Retail and R-MD, Medium-Density Multi-Family Residential and currently contains a retail business (Party City) and vacant/undeveloped land.
2. The applicant is also requesting a subdivision variance to allow lots without full frontage on a public street (see ATTACHMENT 2).
3. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

CITY COUNCIL: May 2, 2016

## STAFF CONTACT:

Daniel Neal  
Senior Planner  
864-1036

ATTACHMENT 1  
BACKGROUND REPORT  
PRELIMINARY PLAT – SOUTH CREEK CROSSING

AT&T COMMENTS:

Add 10 foot utility easements around all perimeters of lots 2 & 3 for AT&T facilities.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

All comments have been addressed. CU can provide services as needed.

FIRE DEPARTMENT COMMENTS:

No concerns with Fire Department.

TRAFFIC DIVISION COMMENTS:

1. No additional access allowed to Campbell. Must utilize existing shared access with property to the north.
2. Add a note to the plat stating "No access is allowed to Sunset Street per City Ordinance 24398."

STORMWATER COMMENTS:

Since the site is located in the floodplain, stormwater detention has been bought-out for Lots 1 & 2 and will be bought-out for Lot 3 at the time of development. A regional water quality basin has been constructed to serve Lots 1, 2 & 3 under Public Improvement Plan 2015PW0002. Proposed modifications to the existing water quality basin will require a Public Improvement Plan. Public Improvement Plans will also be required to convey stormwater runoff from South Place through the Sunset Crossing Subdivision to South Creek. Public Improvement Plans will need to be constructed or escrowed prior to final plat approval or issuance of a building permit. All required drainage easements and topography is shown.

The property is located in the South Creek drainage basin. The property is located in a FEMA designated floodplain. Therefore, a buyout in lieu of constructing detention will be provided. Since the proposed development will increase the amount of impervious surfacing by one (1) acre or more and is located in a FEMA designated floodplain, water quality is required. Since the project will be disturbing one (1) acre or more, a land disturbance permit is required. There is an existing stream channels available for this development to discharge into. There are no known sinkholes on the property.

Please note that development (or re-development) of the property will be subject to the following conditions at the time of development:

1. Any increase in impervious surfacing will require the development to meet current water quality requirements.
2. Concentrated points of discharge from these improvements will be required to drain to South Creek.
3. Based upon City data, there is a significant amount of offsite concentrated stormwater crossing the subject property. Although stormwater detention and water quality do not have to be provided for these flows, public improvement plans will be required to convey these flows across the subject property. Drainage easements must be provided for this conveyance.
4. Detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Which Drainage Basin is this located?	South Creek
Is property located in Floodplain?	Yes
Is property located on a sinkhole?	No known sinkholes
Is stormwater buyout an option?	Yes

**CLEAN WATER SERVICES COMMENTS:**

1. Each lot has access to public sewer although additional public improvement plans will be required for Lot 3 since we prefer that no lateral connections be made to the trunkline.
2. Need to dedicate additional sewer easements on the northeast portion of Lot 3 as shown on the changemarks. These easements are a condition of the final plat. The preliminary plat approval is conditional based upon these easements being added to the final plat.

ATTACHMENT 2  
SUBDIVISION VARIANCE APPROVAL CRITERIA  
PRELIMINARY PLAT – SOUTH CREEK CROSSING

The applicant is requesting a subdivision variance from Section 36-247(2) of the Subdivision Regulations which states that all lots shall abut by their full frontage on a publically dedicated street or a street that has received legal status as such. Staff supports the request because the unusual configuration will not adversely affect public access or utilities to the site since the final plat will dedicate new public access, drainage and utility easements.

Section 106 of the Subdivision Regulations states in part:

Conditions of Variance Approval. No variance shall be granted unless it is found that:

- (a) There are special and unusual circumstances affecting said property such that the strict application of the provisions of this Article would deprive the owner of the reasonable use of his land and is not the mere granting of a privilege, and

APPLICANT'S RESPONSE:

There is an existing floodplain along the southern portion of Lots 2 and 3. The water quality basin areas (shared by Lots 1, 2 and 3) are located along the rear of Lots 1 and 2 as well as along the south side of Lot 2. The greater portion of the undevelopable (green) area borders Lot 2. However, by allowing the irregular lot shape (non full frontage) some of the undevelopable area will shift to Lot 1. This allows Lot 2 to have a greater percentage of developable area and allows Lot 1 to achieve the required 20% open space. The irregular configuration of Lot 3 is due to the remnant of property that remains as a result of the irregular greenway area that is located between Lot 3 and Sunset Street..

- (b) The variance is necessary for the preservation and enjoyment of a substantial property right of the owner, and

APPLICANT'S RESPONSE:

Each property in Springfield has a unique set of conditions. Although there may be other properties in Springfield that have similar conditions, these conditions are not considered the norm for GR General Retail properties. The purpose of the variance is to work with the existing landform, the existing neighboring commercial properties, and the greenway area.

- (c) The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.

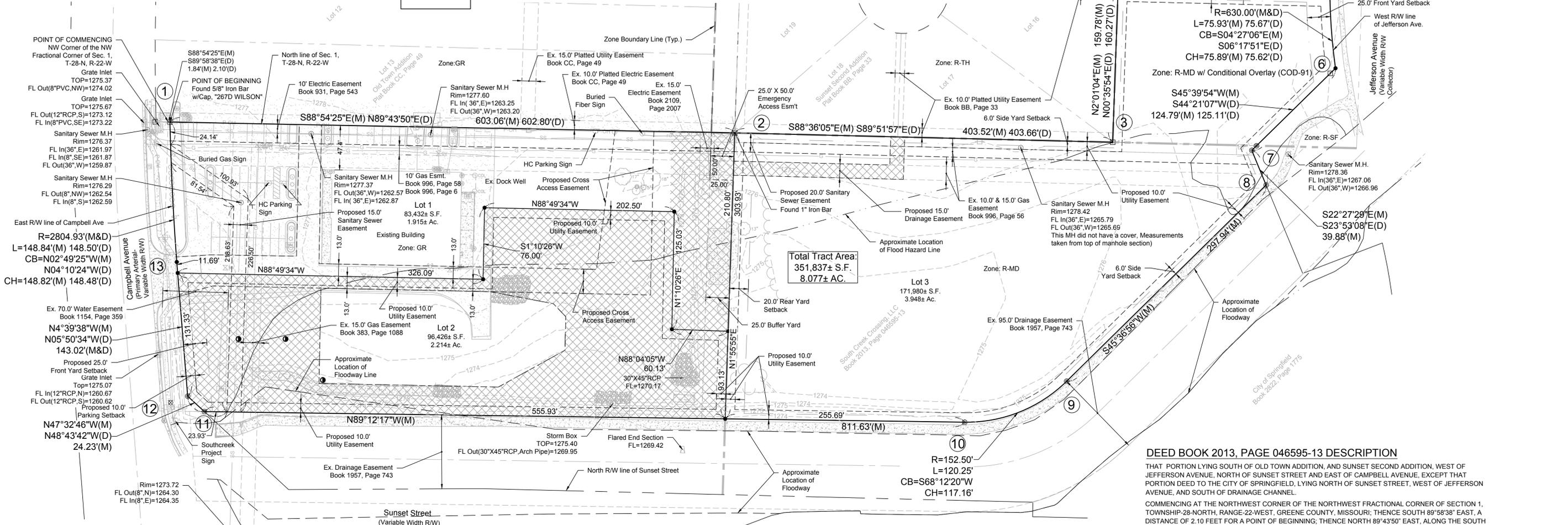
APPLICANT'S RESPONSE:

For Lots 1 and 2, the opposite is true. Positioning the shared water quality (open space) in the most appropriate location is a public benefit. Adjusting the lot lines (non-rectangular) to work with the appropriate water quality location is a good example of form follows function. For Lot 3, there is nothing detrimental, injurious, nor does it diminish or impair.

The Planning and Zoning Commission must first decide if all of these conditions are met before this variance can be approved.

**Attachment 3**

**PRELIMINARY PLAT OF  
SOUTH CREEK CROSSING  
AND THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 22 WEST  
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI**



**NOTES**

Source of Title: Deed Book 2013, Page 046595-13  
 Total Area: 351,837± Sq. Ft. or 8.077± Ac.  
 Total Number of Lots: 3

Smallest Lot: Lot 1 - 83,432± Sq. Ft. or 1.915± Ac.  
 Largest Lot: Lot 3 - 171,980± Sq. Ft. or 3.948± Ac.

Current Zoning: GR-General Retail, R-MD, Residential Medium Density and Residential Medium Density with a Conditional Overlay (COD-91)

Proposed Use: Bulk Requirements: GR-General Retail  
 Front Yard Setback: 25 feet along a street classified as collector or higher  
 15 feet along a street classified as local  
 none  
 Side Yard Setback: none  
 Rear Yard Setback: none, except that all structures shall remain below a 30' bulk plane as measured from the boundary of any R-SF or R-TH district  
 Max. Structure Height: None, except that all structures shall remain below a 30' bulk plane as measured from the boundary of any R-SF or R-TH district

R-MD, Medium Density Multifamily Residential District  
 Front Yard Setback: 25 feet along a street classified as collector or higher  
 15 feet along a street classified as local  
 6 feet  
 Side Yard Setback: 10% of lot depth, but may not be less than 10 feet or more than 20 feet  
 Rear Yard Setback: 35 feet plus one foot for each additional 2 feet of setback provided on each side of the structure up to 75 feet. No portion of the multifamily dwelling shall be higher than allowed by a 45' bulk plane as measured from the boundary of any R-SF district

Conditional Overlay-91: Maximum density of this area is no more than eleven dwelling units per acre.

There shall be no trees planted in the bufferyard along the North Property line lying within existing gas easements and only shrubs will be allowed.

No additional access is permitted to Campbell Avenue.

No access is permitted to Sunset Street per City Ordinance #24398.

Preliminary Plat Submittal Date: February 29, 2015

Refer to 2015PW002WE for constructed storm drainage improvements

No grade changes will be allowed in any of the transmission line easements without prior approval of City Utilities of Springfield.

**TRAVERSE TABLE**

Point No.	Grid Bearings	Grid Distances (ft.)	Grid Northing (sft)	Grid Easting (sft)
1	S 88-54-25 E	603.02'	486705.294	1408692.336
2	S 88-36-05 E	403.50'	486693.792	1409295.253
3	N 02-01-04 E	159.77'	486683.942	1409698.631
4	S 88-36-10 E	226.30'	486843.618	1409704.257
5	CB S 04-27-06 E	CH 75.89'	486838.100	1409930.485
6	S 45-39-54 W	124.78'	486762.445	1409936.375
7	S 22-27-29 E	39.88'	486675.242	1409847.124
8	S 45-36-56 W	297.92'	486638.392	1409862.356
9	CB S 68-12-20 W	CH 117.15'	486430.003	1409649.439
10	N 89-12-17 W	811.68'	486386.506	1409540.661
11	N 47-32-46 W	24.23'	486397.770	1408729.161
12	N 04-39-38 W	143.01'	486414.122	1408711.287
13	CB N 02-49-25 W	CH 148.81'	486556.66	1408699.667
1	CB N 02-49-25 W	CH 148.81'	486705.294	1408692.336

**LEGEND**

- Found 5/8" Iron Bar w/cap, "267D Wilson" (unless otherwise noted)
- Found Aluminum Monument w/cap, "COS RM LS 2297" Found Chiseled "X"
- Set 1/2" Rebar w/cap, "LC 366"
- Benchmark Ex. Boltard
- Ex. Bush
- Ex. Electric Box
- Ex. Fire Dept. Connection
- Ex. Fire Hydrant
- Ex. Gas Meter
- Ex. Gas Valve
- Ex. Grate Inlet
- Ex. Gas Vault
- Ex. Guy Wire
- Ex. Light Pole
- Ex. Mail Box
- Ex. Power Pole
- Ex. Roof Drain
- Ex. Sanitary Manhole
- Ex. Storm Manhole
- Ex. Sign
- Ex. Steel Post
- Ex. Telephone Riser
- Ex. Traffic Control Box
- Ex. Traffic Signal Box
- Ex. Water Meter
- Ex. Water Valve
- Prop. Sanitary Cleanout
- Prop. Sign
- Ex. Flood Hazard Line
- Ex. Sanitary Sewer Line
- Ex. Storm Sewer Line
- Ex. Undergound Electric
- Ex. Fiber Optic Line
- Ex. Water Line
- Ex. Overhead Power Line
- Ex. Gas Line
- Ex. Zone Boundary Line
- Ex. Contour
- Prop. Contour
- Prop. Water Line
- Prop. Undergound Electric Line
- Prop. Gas Line
- Prop. Sanitary Sewer Line
- Prop. Curb and Gutter
- Coniferous Tree
- Deciduous Tree
- Ex. Concrete
- Ex. Asphalt
- Ex. Gravel
- Prop. Drainage Easement
- Prop. Building
- (D) Deeded Distance
- (M) Measured Distance

**MINIMUM FINISHED FLOOR ELEVATION FOR SANITARY SEWER**

Lot #	Based on Sanitary Sewer	Based on 2' above Base Flood Elev.
Lot 1	1269.94'	1276.10'
Lot 2	1271.30'	1276.10'
Lot 3	1277.04'	Varies 1277'-1280'

**BENCHMARKS**

BM#1- COS 046  
 The Southwest Corner of Campbell Avenue and Sunset Street  
 Elevation=1273.37'

BM #2- Top Nut of Fire Hydrant located approximately 20' West of NW Corner of subject property, along the East line of Campbell Avenue  
 Elevation=1278.49'

**DEED BOOK 2013, PAGE 046595-13 DESCRIPTION**

THAT PORTION LYING SOUTH OF OLD TOWN ADDITION, AND SUNSET SECOND ADDITION, WEST OF JEFFERSON AVENUE, NORTH OF SUNSET STREET AND EAST OF CAMPBELL AVENUE, EXCEPT THAT PORTION DEED TO THE CITY OF SPRINGFIELD, LYING WEST OF SUNSET STREET, WEST OF JEFFERSON AVENUE, AND SOUTH OF DRAINAGE CHANNEL.

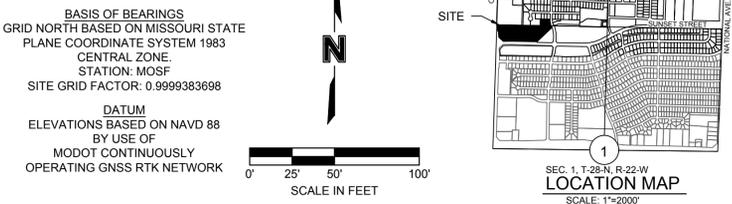
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST FRACTIONAL CORNER OF SECTION 1, TOWNSHIP-28-NORTH, RANGE-22-WEST, GREENE COUNTY, MISSOURI; THENCE SOUTH 89°58'38" EAST, A DISTANCE OF 2.10 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89°43'50" EAST, ALONG THE SOUTH LINE OF OLD TOWN ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, A DISTANCE OF 602.80 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF SAID OLD TOWN ADDITION AND THE SOUTHWEST CORNER OF LOT 18, OF SUNSET SECOND ADDITION; THENCE SOUTH 89°51'57" EAST, ALONG THE SOUTH LINE OF SAID SUNSET SECOND ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, A DISTANCE OF 403.66 FEET TO THE SOUTHEAST CORNER OF LOT 17, IN SAID SUNSET SECOND ADDITION; THENCE NORTH 00°35'54" EAST, ALONG THE EAST LINE OF SAID SUNSET SECOND ADDITION, A DISTANCE OF 160.27 FEET TO THE NORTHEAST CORNER OF LOT 16, IN SAID SUNSET SECOND ADDITION; THENCE SOUTH 89°55'27" EAST, ALONG THE SOUTH LINE OF SAID SUNSET SECOND ADDITION, A DISTANCE OF 225.84 FEET TO THE WEST RIGHT OF WAY LINE OF JEFFERSON AVENUE; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET, AN ARC LENGTH OF 75.67 FEET, A CENTRAL ANGLE OF 6°52'54", A CHORD BEARING OF SOUTH 06°17'51" EAST, A DISTANCE OF 75.62 FEET; THENCE SOUTH 44°21'07" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID JEFFERSON AVENUE, A DISTANCE OF 125.11 FEET; THENCE SOUTH 23°53'08" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID JEFFERSON AVENUE, A DISTANCE OF 141.60 FEET; THENCE NORTH 67°48'07" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID JEFFERSON AVENUE, A DISTANCE OF 1.48 FEET; THENCE SOUTH 44°15'54" WEST, A DISTANCE OF 261.62 FEET FOR A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 247.50 FEET, AN ARC LENGTH OF 121.04 FEET, A CENTRAL ANGLE OF 28°01'13", A CHORD BEARING OF SOUTH 58°18'45" WEST, A DISTANCE OF 119.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SUNSET STREET; THENCE NORTH 89°55'28" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SUNSET STREET, A DISTANCE OF 570.21 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1055.00 FEET, AN ARC LENGTH OF 30.96 FEET, A CENTRAL ANGLE OF 1°40'54", A CHORD BEARING OF SOUTH 89°14'05" WEST, A DISTANCE OF 30.96 FEET FOR A POINT OF TANGENCY; THENCE SOUTH 88°23'38" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SUNSET STREET, A DISTANCE OF 192.32 FEET; THENCE NORTH 48°43'42" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SUNSET STREET AND THE EAST RIGHT OF WAY LINE OF CAMPBELL AVENUE, A DISTANCE OF 146.55 FEET; THENCE NORTH 05°50'34" WEST, ALONG THE EAST RIGHT OF WAY LINE OF SAID CAMPBELL AVENUE, A DISTANCE OF 143.02 FEET TO A POINT FOR A NON TANGENT CURVE; THENCE NORTHERLY ALONG SAID NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2804.93 FEET, AN ARC LENGTH OF 148.50 FEET, A CENTRAL ANGLE OF 3°02'00"; A CHORD BEARING OF NORTH 04°10'24" WEST, A DISTANCE OF 148.48 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN OR USED FOR ROADS.

According to F.E.M.A. Flood Insurance Rate Map Community Panel Number: 29077C 0341E Effective Date: December 17, 2010, portions of this property are in Flood Zone AE, area determined to be inside the 1.0% annual chance floodplain.

**OWNER**  
 SOUTH CREEK CROSSING, LLC  
 3337 E. RIDGEVIEW STREET  
 SPRINGFIELD, MO 65804

**DEVELOPER**  
 TILLMAN REDEVELOPMENT, LLC  
 P.O. BOX 550  
 STRAFFORD, MO 65757

**PREPARED BY**  
 OLSSON ASSOCIATES  
 550 ST. LOUIS STREET  
 SPRINGFIELD, MO 65806



**PRELIMINARY PLAT OF SOUTH CREEK CROSSING**

DATE	REVISION	BY
02.26.16	Original Preparation	DRC

drawn by: DRC  
 surveyed by: DD  
 checked by: RGN  
 approved by: RGN  
 project no.: 15-2606  
 file name: V\_PPLT\_52606

**OLSSON ASSOCIATES**  
 550 St. Louis Street  
 Springfield, MO 65806  
 TEL 417.890.8802  
 FAX 417.890.8805  
 www.olsonconsulting.com



One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 18  
Filed: 04-26-16

Sponsored by: Ferguson

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 103

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of  
2 the public streets and easements to the City of Springfield, Missouri,  
3 as shown on the Preliminary Plat of Western Meadows, generally  
4 located at 800 block of South Waco and Miller Avenues, upon the  
5 applicant filing and recording a final plat that substantially conforms to  
6 the preliminary plat; and authorizing the City Clerk to sign the final plat  
7 upon compliance with the terms of this ordinance. (Staff recommends  
8 that City Council accept the public streets and easements.)  
9 \_\_\_\_\_

10  
11 WHEREAS, on April 14, 2016, the Planning and Zoning Commission approved  
12 the preliminary plat and subdivision Western Meadows, generally located at the 800  
13 block of South Waco and Miller Avenues, as a subdivision of the City of Springfield,  
14 Greene County, Missouri.  
15

16 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
17 SPRINGFIELD, MISSOURI, as follows, that:  
18

19 Section 1 – The City Council hereby authorizes the Director of Planning and  
20 Development to accept the land and easements dedicated to the City for public use as  
21 shown on the Preliminary Plat of Western Meadows, generally located at the 800 block  
22 of South Waco and Miller Avenues, as approved by the Planning and Zoning  
23 Commission, the original of which is on file in the Department of Planning and  
24 Development (Approved Preliminary Plat), a reduced version of which is included for  
25 general reference as "Exhibit B-Attachment 3," upon the applicant filing and recording a  
26 final plat in accordance with the Subdivision Ordinance of the City of Springfield,  
27 Missouri, which plat shall substantially conform to the Approved Preliminary Plat,  
28 including those conditions established by the Planning and Zoning Commission, which  
29 conditions are shown in the explanation to this ordinance, a copy of which is attached  
30 hereto and incorporated herein as if copied verbatim, and hereby authorizes acceptance  
31 of the public improvements required by this ordinance and the Subdivision Ordinance of  
32 the City, upon the Director of Public Works certifying to the Director of Planning and

33 Development and the City Clerk that the public improvements have been made in  
34 accordance with City standards and specifications.

35  
36 Section 2 – The final plat shall not be recorded until the public improvements  
37 relating to the Approved Preliminary Plat, “Exhibit B-Attachment 3,” as set out in the  
38 explanation and Development Review Staff Report, “Exhibit B,” which are attached  
39 hereto and incorporated herein by reference, shall have been constructed by the person  
40 or party subdividing the property according to the specifications of the City of  
41 Springfield, Missouri, and to the approval of the Director of Public Works of the City; and  
42 provided that said party shall have paid to the City of Springfield engineering fees,  
43 permit fees, licenses, and other fees occasioned by the construction of said  
44 improvements; or, in lieu of the construction of said improvements, that said parties  
45 have filed with the City Manager, according to the terms of the Subdivision Ordinance of  
46 the City, the prescribed financial assurances to insure the construction of said  
47 improvements, and the payment to the City of all engineering fees, permit fees,  
48 licenses, and other fees occasioned or which will be occasioned by the construction of  
49 the improvements.

50  
51 Section 3 - Upon compliance with all the requirements of this ordinance, the City  
52 Clerk is hereby authorized to endorse the Council’s approval upon the final plat  
53 pursuant to Section 445.030, RSMo.

54  
55 Section 4 - Should said parties fail to submit a final plat for the subdivision or  
56 portion thereof which substantially conforms to the preliminary plat within two years from  
57 the date of this ordinance, then this ordinance shall be of no effect and shall be  
58 considered void.

59  
60 Passed at meeting: \_\_\_\_\_

61  
62 \_\_\_\_\_  
63 Mayor

64  
65 Attest: \_\_\_\_\_, City Clerk

66  
67 Filed as Ordinance: \_\_\_\_\_

68  
69 Approved as to form: Richard T. Wiedner, Assistant City Attorney

70  
71 Approved for Council action: Greg Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 103**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To accept the dedication of the public streets and easements as shown on the Preliminary Plat of Western Meadows, generally located at the 800 block of South Waco and Miller Avenues. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Western Meadows dated March 4, 2016, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in “Exhibit B-Attachment 3.”
- B. The Planning and Zoning Commission held a public hearing on April 14, 2016 and approved the preliminary plat and a subdivision variance by a vote of 7 to 0, subject to the following conditions:
  - 1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
    - a. Public improvement plans and off-site sewer easements will be required. Gravity sewer to be provided for each lot and designed according to city design standards. Need to be sure to maintain four feet of cover over the offsite sewer. The on-site improvements must be constructed and accepted or escrowed prior to issuance of a building permit or final plat.
    - b. All off-site sewer easements to be acquired by the developer and submitted for review and approval. Easements must be approved, executed and submitted for filing before the public improvement plans can be approved. The off-site sewer plans should be submitted as a separate public improvement plan as the on-site sewer. Note was added to plat that prohibits issuing building permits until the off-site sewer is complete. This note will need to be added to the final plat, also.
    - c. There is a trunk sewer connection fee required for this subdivision since it connects into North Valley Trunkline. The trunk sewer connection fee is

\$0.0403 per square foot and must be paid when the engineering and inspection fees are paid. The area it is based on will be the area of the subdivision to be served on the plans.

- d. A fifteen (15) foot sanitary sewer easement shall be dedicated on the final plat to allow for future connection of the lots to the west of this subdivision.
  - e. Per Section 36-471, of Article III, Zoning regulations, of Chapter 36 of the City Code, sidewalks are required to be constructed along the property frontage on Waco, Madison, Miller and any new streets created by this subdivision. Since public improvement plans are required for sewer, the sidewalk will need to be included on public improvement plans. Public improvement plans must be approved and sidewalk improvements constructed or escrowed prior to approval of the final plat.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
    - a. No access is allowed to Miller Avenue except as approved by the accompanying subdivision variance.
    - b. The dedication of right-of-way for Madison, Waco and Miller Avenues are required as follows. Madison Street is classified as a local residential, which requires 25 feet of right-of-way from the centerline. Waco Avenue is classified as a local residential, which requires 25 feet of right-of-way from the centerline. Miller Avenue is classified as a collector, which requires 30 feet of right-of-way from the centerline.
  3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
  4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
  5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
  6. All other requirements which are necessary for this subdivision to be in

compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section No. 300 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond or escrow agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section No. 206 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Development "Review Staff Report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Low-Density Housing uses.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

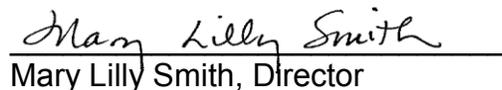
REMARKS: Staff recommends approval.

Submitted by:



Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

- Exhibit A, Record of Proceedings
- Exhibit B, Development Review Staff Report

ATTACHMENTS:

- Attachment 1, Background Report
- Attachment 2, Subdivision Variance
- Attachment 3, Preliminary Plat

## Exhibit A

### RECORD OF PROCEEDINGS

Planning and Zoning Commission April 14, 2016

Preliminary Plat Western Meadows  
800 South Waco Avenue and Miller Avenue  
**Applicant:** Mary Ann Moore Trust

Mr. Hosmer states that this is a request to approve a preliminary plat to subdivide approximately 5 acres into a 28 lot single-family residential subdivision with common area located at 800 Block of South Waco Avenue and Miller Avenue. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Low-Density Housing uses. The applicant is also requesting a subdivision variance to allow one driveway per lot onto a collector street (Miller). There are 11 lots on Miller. Per zoning code 36-471, sidewalk is required to be constructed along the property frontage on Waco, Madison, Miller.

Storm water management will be a low impact development that encourages infiltration through the use of grass swales and a dry detention basin. Staff recommends approval.

Mr. Cline asked if the collector street would be similar to Fremont Avenue which has many driveways directly on it.

Mr. Hosmer stated that it is correct however, the City does not encourage driveways on collector streets.

Mr. Edwards questioned why staff would support it.

Mr. Hosmer stated that the arrangement of the platting and otherwise the developer would not be able to plat as many lots as he wants.

Ms. Dawne Gardner, Public Works Traffic Engineer stated that normally residential single family homes are not on a collector road, so that is why the code states that, but in this area, it acts more of a residential single family area and it does have a lower traffic count.

Ms. Cox asked about the storm water and the density and if there is an allowance for a higher density for streets coming out onto arterial area for the proposed low-density housing and if this is being utilized as a green storm water infrastructure and other types of storm water management or only to meet City storm water management.

Mr. Rodney Colson, Public Works Storm Water, the developer went through a very preliminary drainage design procedure and made sure that the detention basin that they are proposing will provide adequate storm water detention and water quality for the development so there will not any drainage issues. Low impact development (LID) is where the City is trying to implement with infill areas where there is no drainage system for them to connect to and this will get detention and water quality on site through infiltration into the ground.

Mr. Baird asked about communications with the school and navigating for children walking along Waco Street.

Mr. Hosmer stated that there have not been any communication, however the property was posted and the development requires sidewalks.

Mr. Doennig opened the public hearing.

Mr. Rick Wilson, Wilson Surveying, 2012 S. Stewart, representing the owner stated that this is an old plat. Plat was generated around 1927 or 1928 with through and through lots going from Waco Street to Miller Avenue which are double frontage lots. We are proposing to divide into smaller lots to be more compatible with the affordable housing that is in the area and with a 5' sidewalk. We have studied the storm water management for approximately 6 months and think that we can handle most of the storm water with infiltration and will have a shallow detention pond which will be discharged into Miller Avenue. We are bringing sanitary sewer to this site and will reconstruct the ditch along Miller Avenue that will be adequate to carry the storm water discharge.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

Mr. Edwards motions that we approve the Preliminary Plat Western Meadows (800 South Waco Avenue and Miller Avenue). Mr. Baird seconded the motion. The motion **carried** as follows: Ayes: Doennig, Baird, Shuler, Cline, Rose, Edwards, and Cox. Nays: None. Abstain: None. Absent: Ray



---

Bob Hosmer, AICP

Principal Planner

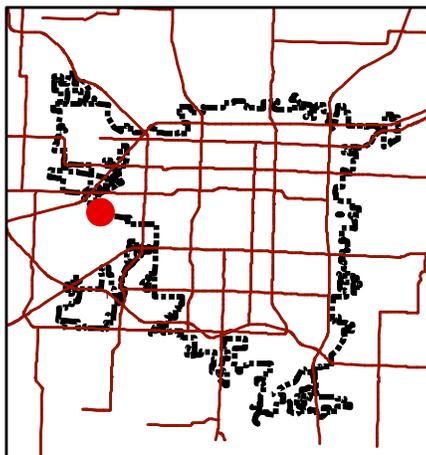
# Development Review Staff Report

Planning & Development - 417/864-1031  
840 Boonville - Springfield, Missouri 65802

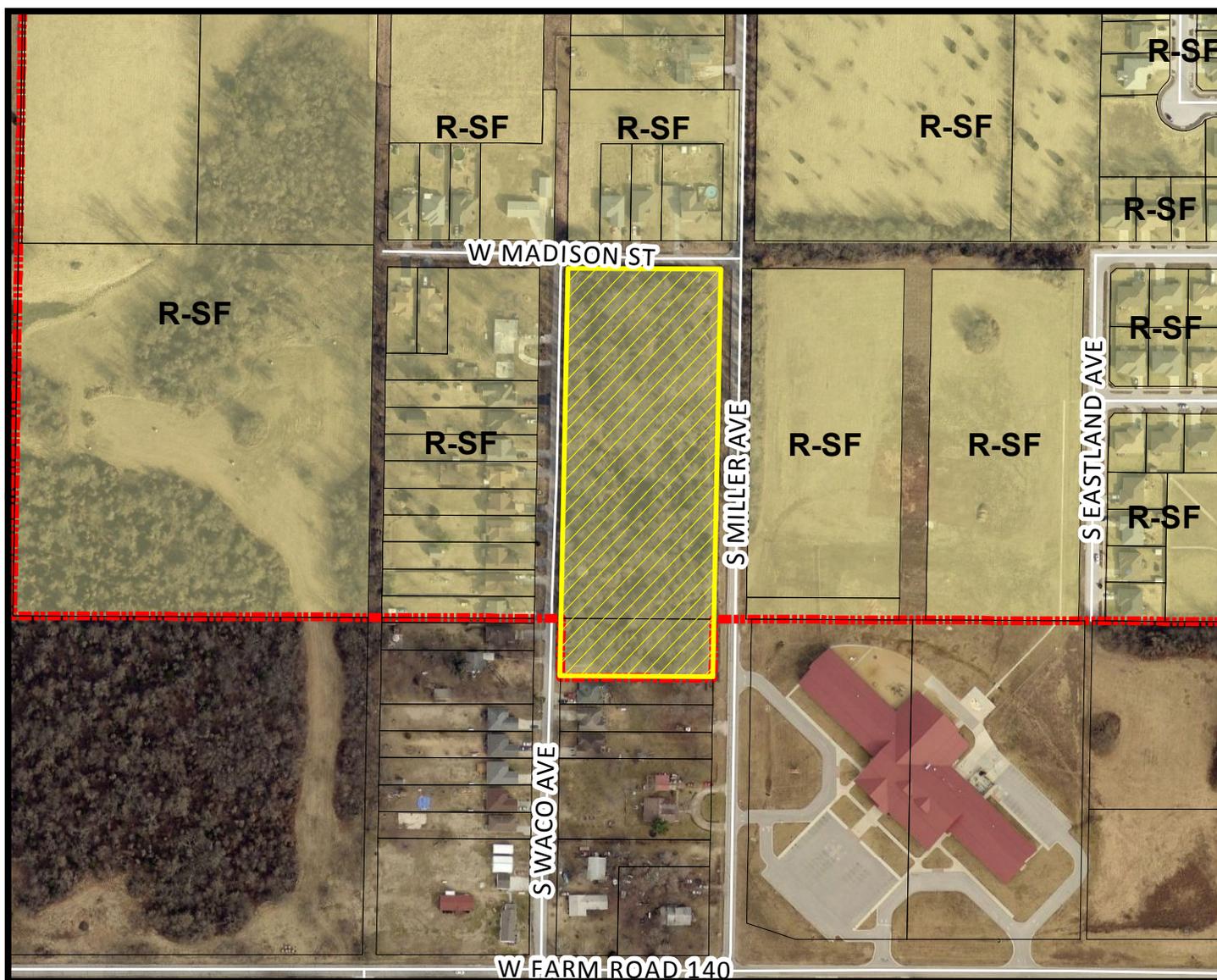
## Preliminary Plat - Western Meadows

Location: 800 block S. Waco and Miller Avenues

Current Zoning: R-SF, Single-Family Residential District



### LOCATION SKETCH



- Area of Proposal



1 inch = 300 feet

DEVELOPMENT REVIEW STAFF REPORT  
PRELIMINARY PLAT – WESTERN MEADOWS

PURPOSE: To approve a preliminary plat to subdivide approximately 5 acres into a 28 lot single-family residential subdivision with common area

REPORT DATE: March 21, 2016

LOCATION: 800 block South Waco and Miller Avenues

APPLICANT: Mary Ann Moore Trust

TRACT SIZE: Approximately 5 acres

EXISTING USE: Vacant/undeveloped land

PROPOSED USE: Single-family residences

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant's proposal, with the conditions listed below and approval of the subdivision variance, is consistent with the City's *Subdivision Regulations*.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission **approve** the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
  - a. Public improvement plans and off-site sewer easements will be required. Gravity sewer to be provided for each lot and designed according to city design standards. Need to be sure to maintain four feet of cover over the offsite sewer. The on-site improvements must be constructed and accepted or escrowed prior to issuance of a building permit or final plat.
  - b. All off-site sewer easements to be acquired by the developer and submitted for review and approval. Easements must be approved, executed and submitted for filing before the public improvement plans can be approved. The off-site sewer plans should be submitted as a separate public

improvement plan as the on-site sewer. Note was added to plat that prohibits issuing building permits until the off-site sewer is complete. This note will need to be added to the final plat, also.

- c. There is a trunk sewer connection fee required for this subdivision since it connects into North Valley Trunkline. The trunk sewer connection fee is \$0.0403 per square foot and must be paid when the engineering and inspection fees are paid. The area it is based on will be the area of the subdivision to be served on the plans.
  - d. A fifteen (15) foot sanitary sewer easement shall be dedicated on the final plat to allow for future connection of the lots to the west of this subdivision.
  - e. Per zoning code 36-471, sidewalk is required to be constructed along the property frontage on Waco, Madison, Miller and any new streets created by this subdivision. Since public improvement plans are required for sewer, the sidewalk will need to be included on public improvement plans. Public improvement plans must be approved and sidewalk improvements constructed or escrowed prior to approval of the final plat.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
    - a. No access is allowed to Miller Avenue except as approved by the accompanying subdivision variance.
    - b. The dedication of right-of-way for Madison, Waco and Miller Avenues are required as follows. Madison Street is classified as a local residential, which requires 25 feet of right-of-way from the centerline. Waco Avenue is classified as a local residential, which requires 25 feet of right-of-way from the centerline. Miller Avenue is classified as a collector, which requires 30 feet of right-of-way from the centerline.
  3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
  4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
  5. The developer shall be responsible for the relocation costs of any existing utility

services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

**SURROUNDING LAND USES:**

AREA	ZONING	LAND USE
North	R-SF	Single-family residences
East	R-SF	School
South	County R-1	Single-family residences
West	R-SF	Single-family residences

**COMPREHENSIVE PLAN:**

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing uses. This category includes single-family housing. The recommended zoning includes the R-SF, Single-Family Residential District.

**STAFF COMMENTS:**

1. The applicant is proposing to subdivide approximately 5 acres into a 28 lot single-family residential subdivision named "WESTERN MEADOWS". The property is currently zoned R-SF, Single-Family Residential District and is vacant/undeveloped land. A portion of this area was recently annexed and rezoned to R-SF to allow for all lots to develop in the City.
2. The proposed subdivision was required to be platted utilizing the major subdivision process because the size of the proposed lots were significantly smaller than the original platted lots in Louis Haseltine's Orchard Park Subdivision. The original lots were on average approximately 14,000 square feet in area while the proposed lots are on average approximately 7,261 square feet in area.
3. The applicant is also requesting a subdivision variance to allow driveways onto a collector street (see ATTACHMENT 2).
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will

be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

5. Off-site sanitary sewer is required to be extended to the subdivision prior to building permits being issued.
6. A fifteen (15) foot sanitary sewer easement will be dedicated on the final plat to allow for future connection of the lots to the west of this subdivision, which are currently on private septic systems.

CITY COUNCIL: May 2, 2016

STAFF CONTACT:

Daniel Neal  
Senior Planner  
864-1036

ATTACHMENT 1  
BACKGROUND REPORT  
PRELIMINARY PLAT – WESTERN MEADOWS

AT&T COMMENTS:

AT&T agrees with easements as shown.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

Easements appear adequate, final dimensions will be determined at design stage. Adequate water and facilities are available to provide service.

FIRE DEPARTMENT COMMENTS:

No issues.

TRAFFIC DIVISION COMMENTS:

1. Section 36-251(2) of City's Subdivision Regulations states "When new tracts are created through the subdivision process, residential lots accommodating less than five (5) dwelling units will not be allowed direct access to a collector street." Lots 1 and Lots 18 through Lots 28 cannot take access to Miller Avenue as it is classified as a collector. A variance will be required to allow access to Miller Avenue. This variance can include the request of one driveway per lot.
2. Per zoning code 36-471, sidewalk is required to be constructed along the property frontage on Waco, Madison, Miller and any new streets created by this subdivision. Since public improvement plans are required for sewer, the sidewalk will need to be included on public improvement plans. Public improvement plans must be approved and sidewalk improvements constructed or escrowed prior to approval of the final plat.
3. Madison Street is classified as a local residential, which requires 25 feet of right of way from the centerline. It appears various right-of-way widths are required to meet this minimum.
4. Waco Avenue is classified as a local residential, which requires 25 feet of right of way from the centerline. It appears adequate right-of-way exists.
5. Miller Avenue is classified as a collector, which requires 30 feet of right of way from the centerline. It appears adequate right-of-way exists.

## GREENE COUNTY HIGHWAY DEPARTMENT COMMENTS:

Miller Road is classified as a collector in the county. A collector requires a minimum 35 feet of right-of-way dedicated from existing centerline. The common area lot fronts on Miller Rd. in the county. The lot does not appear to require access to the county road. A variance is required for residential access to Miller Rd. Waco Avenue is classified as a local street in the county. Direct access from residential lots to local streets is allowed in the county. Sidewalks are required along both sides of Miller Rd. and one side of Waco Ave. The applicant appears to have adequately addressed Greene County Highway's comments.

## STORMWATER COMMENTS:

The approach to stormwater management will be a low impact development that encourages infiltration through the use of grass swales and a dry detention basin. The outlet structure from the dry detention basin will discharge into a grass swale on S. Miller Avenue with a peak flow rate that is less than the existing flow rate. The downstream drainage swale will be enlarged during construction of the off-site sanitary sewer main to allow stormwater runoff to be conveyed adequately downstream.

The property is located in the Wilson Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. Since the project is increasing the amount of impervious surfacing, detention and water quality will be required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not an option. Since the project will be disturbing more than one (1) acre, there will be a land disturbance permit required. There is an existing ditch available for this development to discharge into. There are no known sinkholes on the proposed property.

Please note that development (or re-development) of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Concentrated points of discharge from these improvements will be required to drain into the public right-of-way.
3. Must obtain Greene County approval to discharge stormwater onto Greene County right-of-way.
4. Detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Which Drainage Basin is this located?	Wilson's Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No

Is stormwater buyout an option?
---------------------------------

No
----

CLEAN WATER SERVICES COMMENTS:

1. Public improvement plans and off-site sewer easements will be required. Gravity sewer to be provided for each lot and designed according to city design standards. Need to be sure to maintain 4 feet of cover over the offsite sewer. The on-site improvements must be constructed and accepted or escrowed prior to issuance of a building permit or final plat.
2. Submit public improvement plans by completing the application for public improvement plans on the developer's resource website.
3. Must pay Engineering, Inspection and Technology Fees, which are 5.34% of the public improvement construction costs, technology fee and any sewer trunkline connection fees, prior to final approval of public improvement plans. The off-site sewer plans should be submitted as a separate public improvement plan as the on-site sewer.
4. All off-site sewer easements to be acquired by the developer and submitted for review and approval. Easements must be approved, executed and submitted for filing before the public improvement plans can be approved.
5. There is a trunk sewer connection fee required for this subdivision since it connects into North Valley Trunkline. The trunk sewer connection fee is \$0.0403 per square foot and must be paid when the engineering and inspection fees are paid. The area it is based on will be the area of the subdivision to be provided on the plans.
6. Need to see a 15 foot sewer easement here to serve properties to the west.
7. Note was added to plat that prohibits issuing building permits until the off-site sewer is complete. This note will need to be added to the final plat also.

ATTACHMENT 2  
SUBDIVISION VARIANCE APPROVAL CRITERIA  
PRELIMINARY PLAT – WESTERN MEADOWS

The applicant is requesting a subdivision variance from Section 36-251(2), Access criteria for major streets., of the Subdivision Regulations which states that when new tracts are created through the subdivision process, residential lots accommodating less than five dwelling units will not be allowed direct access to a collector street. Staff supports the request because while the proposed subdivision is creating new lots, the applicant is essentially re-platting the lots along Waco and Miller Avenues so there will not be any additional driveways from what was originally platted on the Louis Haseltine's Orchard Park Subdivision. There is actually the potential for one less driveway since the proposed detention basin is shown over one of the original lots. There are currently 12 original lots fronting Miller Avenue and the proposed subdivision shows 11 lots along Miller Avenue and the detention basin which is within common area.

Section 106 of the Subdivision Regulations states in part:

Conditions of Variance Approval. No variance shall be granted unless it is found that:

- (a) There are special and unusual circumstances affecting said property such that the strict application of the provisions of this Article would deprive the owner of the reasonable use of his land and is not the mere granting of a privilege, and

APPLICANT'S RESPONSE:

The proposed subdivision is a re-plat of a portion of Block 4 in Haseltine's Orchard Park Subdivision and has 12 – 50 foot lots that access Miller Avenue, now classified as a Collector Street. The proposed development would have 11 lots that would access Miller Avenue if this variance is approved.

- (b) The variance is necessary for the preservation and enjoyment of a substantial property right of the owner, and

APPLICANT'S RESPONSE:

For the south 120 feet, more or less, of the development, the lots will be within the city limits of Springfield, but Miller Road remains a Greene County Road. With the addition of public sewer (required to allow construction of a new home on each of the existing lots) each lot would have access to Miller Road.

- (c) The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.

APPLICANT'S RESPONSE:

It is believed that granting the variance will not be detrimental to the public safety, convenience or welfare. The development of this long neglected site will be a benefit to the immediate neighborhood and to the city as a whole.

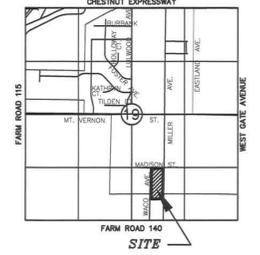
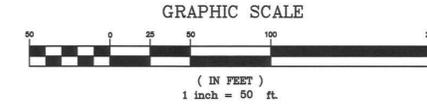
The Planning and Zoning Commission must first decide if all of these conditions are met before this variance can be approved.

# PRELIMINARY PLAT OF WESTERN MEADOWS

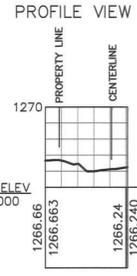
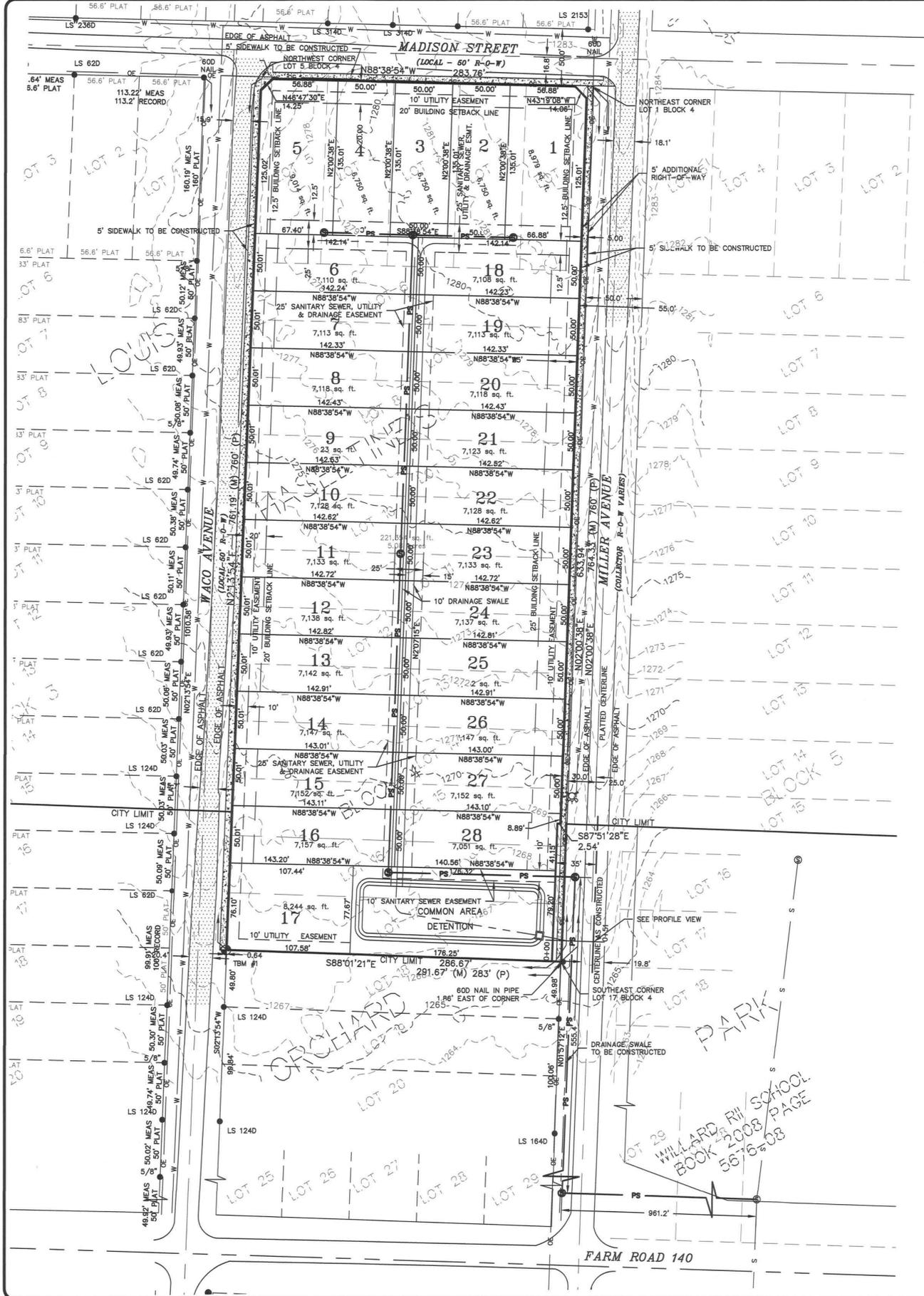
A REPLAT OF LOTS 1 - 17 BLOCK 4 OF  
LOUIS-HASELTINE'S ORCHARD PARK, A  
SUBDIVISION IN THE CITY OF SPRINGFIELD,  
GREENE COUNTY, MISSOURI

**OWNER**  
MARY ANN MOORE TRUST  
12217 ECKLESON PL.  
CERRITOS CA 90703

**DEVELOPER**  
TRIPLE S PROPERTIES  
3800 S. FREMONT AVE  
SPRINGFIELD, MO 65804  
CONTACT: DOUG GARGES  
PHONE: (417) 881-3850



**LOCATION MAP**  
SECTION 19  
TOWNSHIP 29 RANGE 22  
APPROX. SCALE: 1"=2000'



**SOURCE OF TITLE**  
BOOK 2573 PAGE 294  
HOGAN LAND TITLE  
TITLE COMMITMENT #1505003  
EFFECTIVE DATE: APRIL 30, 2015

**RESOURCE MATERIALS USED FOR BOUNDARY DETERMINATION**  
LOUIS-HASELTINE'S ORCHARD PARK SUB-DIVISION  
FINAL PLAT  
DEEDS AS SHOWN

- LEGEND**
- = EXISTING IRON PIN EXCEPT AS NOTED
  - ⊙ = 5/8" IRON PIN SET CAPPED "LS-267D"
  - = PERMANENT MONUMENT
  - ⊕ = POWER POLE
  - ⊗ = FIRE HYDRANT
  - ⊙ = SEWER MANHOLE
  - ⊙ = PROPOSED SEWER MANHOLE
  - S— = EXISTING SAN. SEWER LINE
  - PS— = PROPOSED SAN. SEWER LINE
  - G— = GAS LINE
  - W— = WATER LINE
  - OE— = ELECTRIC LINE
  - T— = TELEPHONE LINE
  - ▭ = CONCRETE
  - ▨ = ASPHALT

**OFF-SITE SANITARY SEWER NOTE**  
NO BUILDING PERMITS CAN BE ISSUED UNTIL THE OFF-SITE SANITARY SEWER IS COMPLETED AND ACCEPTED AND THE ON-SITE SANITARY SEWER IS CONSTRUCTED OR ESCROWED.

**STORMWATER DETENTION**  
ESTIMATED VOLUME = 22,000 CU.FT.  
SEE ENGINEERING REPORT

DEVELOPMENT NOTES	
Total Area	221,354 sq. ft. (5.08 acres) GROSS 217,112 sq. ft. (4.98 acres) NET
Total No. of Lots	28
Density	5.99 LOTS/ACRE
Current Zoning	R-SF (SINGLE-FAMILY RESIDENTIAL)
Proposed Land Use	SINGLE FAMILY HOME SITES
Smallest Lot	Lot 28 7,091 sq.ft. (0.16 acres)
Largest Lot	Lot 5 9,014 sq.ft. (0.21 acres)
Average Lot Size	7,261 sq.ft. (0.17 acres)
Source of Title	Book 2573 Page 294
Final Plat Recorded	August 11, 1930
Building Setbacks	
Front Yard	20 ft. (Madison & Waco), 25 ft. (Miller)
Side Yard	5 ft.
Side Yard Along R/W	12.5 ft.
Rear Yard	10% lot depth (not more than 20' or less than 10')

THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUN-OFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUN-OFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.

MAINTENANCE OF ANY AREA REFERRED TO AS DRAINAGE EASEMENT OR DRAINAGE DETENTION IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS OF MISSOURI MINIMUM STANDARDS FOR URBAN CLASS PROPERTY.  
THE PROPERTY SHOWN HEREON LIES IN A FLOOD ZONE X ACCORDING TO FLOOD INSURANCE MAPS 29077C0309E & 29077C0328E, EFFECTIVE DECEMBER 17, 2010.

- BENCHMARKS**
- CITY BENCHMARK NO. 279  
CITY OF SPRINGFIELD STANDARD MONUMENT  
NW QUADRANT FR 140 AND WACO AVENUE  
ELEV. 1250.08
  - TEMPORARY BENCHMARK NO. 1  
EXISTING IRON PIN NEAR SOUTHWEST CORNER LOT 17  
ELEV. 1267.04

**PROPERTY DESCRIPTION**  
HASELTINE'S ORCHARD PARK SUBDIVISION, LOTS ONE (1) TO AND INCLUDING LOT FOURTEEN (14) AND NORTH 20 FEET OF LOT FIFTEEN (15), BLOCK FOUR (4) AND HASELTINE'S ORCHARD PARK SUBDIVISION SOUTH 30 FEET OF LOT FIFTEEN (15) AND ALL OF LOTS SIXTEEN (16) AND SEVENTEEN (17), BLOCK FOUR (4), GREENE COUNTY, MISSOURI.  
SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

**SURVEYORS DECLARATION**  
KNOW ALL MEN BY THESE PRESENTS: THAT I, RICK WILSON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY WILSON SURVEYING CO., INC. DATED DECEMBER 17, 2015 AND SIGNED BY RICK WILSON L. S. NO. 1970 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF RICK WILSON L. S. NO. 1970 IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE II, CHAPTER 36, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

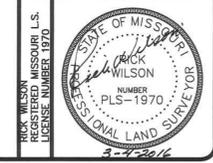
SIGNATURE: *Rick Wilson*  
WILSON SURVEYING CO., INC. LC 267D  
BY RICK WILSON LS 1970

DATE PREPARED: JANUARY 13, 2016

PREPARED BY  
**WILSON SURVEYING CO., INC.**

SURVEYING / ENGINEERING / LAND PLANNING  
2012 S. STEWART AVENUE  
Springfield, Missouri 65804  
TELE.: (417) 522-7870 FAX: (417) 522-7874  
EMAIL: RICK.WILSON@WILSONSURVEYING.COM

DRAWING NO.: WD-104-816PP  
JOB NO.: 15035  
DRAWN BY: APW  
DATE: JANUARY 13, 2016



One-rdg.  X   
P. Hrngs. \_\_\_\_\_  
Pgs.  4   
Filed:  04-26-16

Sponsored by:  Schilling

COUNCIL BILL NO.  2016- 104  RESOLUTION NO. \_\_\_\_\_

RESOLUTION

1 GRANTING a new liquor license that includes Sunday sales to Black Sheep @  
2 Chesterfield Village LLC doing business as Black Sheep, located at 2160  
3 West Chesterfield Boulevard, Suite F101, Springfield, Missouri, such  
4 license to include a 17.5 foot by 31.5 foot patio.  
5 \_\_\_\_\_  
6

7 WHEREAS, Black Sheep @ Chesterfield Village LLC doing business as Black  
8 Sheep, located at 2160 West Chesterfield Boulevard, Suite F101, has filed an  
9 application for a license to sell intoxicating liquor by the drink at retail that includes sales  
10 on Sunday and a 17.5 foot by 31.5 foot patio area; and  
11

12 WHEREAS, pursuant to 10-37 of the Springfield City Code, as amended by  
13 Section 311.080 of the Revised Statutes of Missouri, no license shall be granted for the  
14 sale of intoxicating liquor within 200 feet of any school or church unless the applicant  
15 shall first obtain the consent in writing of the City Council; and  
16

17 WHEREAS, Applicant's place of business is located within 200 feet of a church  
18 or school.  
19

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

23 Section 1 – The City Council grants Black Sheep @ Chesterfield Village LLC  
24 doing business as Black Sheep, a license to sell intoxicating liquor by the drink at retail  
25 and on Sunday at its location at 2160 West Chesterfield Boulevard, Suite F101,  
26 Springfield, Missouri, such license to include a 17.5 foot by 31.5 foot patio.  
27

28 Section 2 – This resolution shall be in effect immediately upon adoption.  
29

30 Passed at meeting: \_\_\_\_\_  
31

32 \_\_\_\_\_  
33 Mayor

34 Attest: \_\_\_\_\_, City Clerk  
35

36  
37 Filed as Resolution: \_\_\_\_\_  
38  
39  
40 Approved as to form: Rhonda Lewsader, Assistant City Attorney  
41  
42  
43  
44 Approved for Council action: Greg Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO. 2016 - 104**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Law

PURPOSE: To grant a new license to sell retail liquor by the drink, including Sunday sales, to Black Sheep @ Chesterfield Village LLC doing business as Black Sheep located at 2160 West Chesterfield Boulevard, Suite F101, Springfield, Missouri, such license to include a 17.5 foot by 31.5 foot patio.

BACKGROUND INFORMATION: Applicant, Black Sheep @ Chesterfield Village LLC doing business as Black Sheep, applied for a license to sell retail liquor by the drink, including Sunday sales, at its location at 2160 West Chesterfield Boulevard, Suite F101, such license to include a 17.5 foot by 31.5 foot patio. The applicant's business is located within 200 feet of property owned by The Summit Preparatory School. The Summit Preparatory School has been advised by the applicant of applicant's proposed sale of alcohol and does not object (see "Exhibit A").

Pursuant to Section 10-37 of the Springfield City Code, as amended by Section 311.080 of the Revised Statutes of Missouri, no license shall be granted for the sale of intoxicating liquor within 200 feet of any church or school unless the applicant shall first obtain the consent in writing of the City Council. As a result, Council must determine whether it will issue a license to this business location.

Submitted by:

Approved by:



Rhonda Lewsader  
Assistant City Attorney



Greg Burris, City Manager

**Exhibit A**



Monday, April 4, 2016

To The City of Springfield,

Please accept this email as our official waiver of any objection for the Black Sheep restaurant, soon to be located at 2160 West Chesterfield Boulevard, to serve alcoholic beverages.

Sincerely

The Summit Preparatory School of Southwest Missouri  
(417) 869-8077  
rgronniger@thesummitprep.org



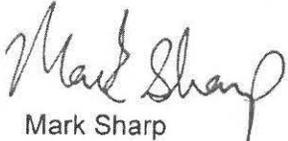
Robert Gronniger  
Head of School



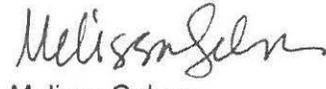
Anne Mason  
President  
Board of Trustees



Max Buetow  
Vice President  
Board of Trustees



Mark Sharp  
Treasurer  
Board of Trustees



Melissa Gelner  
Co-Secretary  
Board of Trustees



Alison Bauer  
Co-Secretary  
Board of Trustees



Angie Workman  
Board of Trustees



Susan Miranti  
Board of Trustees

One-rdg.  X   
P. Hrngs. \_\_\_\_\_  
Pgs.  11   
Filed:  04-26-16

Sponsored by:  Fisk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.  2016- 105

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the  
2 Missouri Police Chiefs Charitable Foundation to accept the grant of a  
3 License Plate Reader, including installation and hardware, valued at  
4 \$15,435; and declaring an emergency.  
5 \_\_\_\_\_  
6

7 WHEREAS, the Springfield Police Department (SPD) applied for a grant,  
8 pursuant to General Ordinance No. 6006, for a License Plate Reader (LPR) from the  
9 Missouri Police Chiefs Charitable Foundation (MPCCF); and

10  
11 WHEREAS, the grant will provide one LPR, installation of the LPR, and hardware  
12 for installation; and

13  
14 WHEREAS, the MPCCF selected SPD's grant application for award.

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

18  
19 Section 1 –The City Manager, or his designee, is hereby authorized to enter into  
20 an agreement with the MPCCF to accept the grant of the LPR, including installation and  
21 hardware; said agreement to be in substantially the form as that document attached  
22 hereto and incorporated herein by reference as "Exhibit A."  
23

24 Section 2 –The City Council hereby finds and declares that an emergency exists  
25 in that this ordinance relates to the preservation of the public health, safety, and morals  
26 pursuant to Sections 2.12 (1) of the City Charter in that it assists the police with  
27 investigation of crimes. Therefore, this ordinance shall be in full force and effect from  
28 and after passage.  
29

30  
31 Passed at meeting: \_\_\_\_\_

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45

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: [Signature], City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 105**

FILED: 04-26-16

ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Police Chiefs Charitable Foundation (MPCCF) to accept the grant of a License Plate Reader (LPR) including installation and hardware, valued at \$15,435.00; and declaring an emergency.

BACKGROUND INFORMATION: The MPCCF has received funding to award LPR devices to local law enforcement. The award provides one LPR (which is a three camera system), hardware for installation, installation of the LPR in a patrol vehicle, training on the equipment, and use of MPCCF site license. The LPR will be an addition to two other LPR systems currently in operation in the department.

The LPR system is a tool to be used in not only locating and recovering stolen vehicles, but also in identifying and locating other criminal suspects and activities. We have the capabilities and experience to establish multiple intelligence databases which can be utilized with an LPR system.

On March 18, 2016, MPCCF selected SPD's grant application for award. This ordinance qualifies as an emergency pursuant to Section 2.12(1) of the City Charter because it relates to the preservation of the public health, safety, and morals in that it assists the police with investigation of crimes.

REMARKS: The Police Department will abide by all terms of the grant and assume responsibility for maintenance and operation of the LPR.

A budget adjustment is not required.

Submitted by:

  
\_\_\_\_\_  
Paul F. Williams, Chief of Police

  
\_\_\_\_\_  
Greg Burris, City Manager

# Exhibit A



## *Missouri Police Chiefs Charitable Foundation*

*1001 East High Street, Jefferson City, MO 65101 573-636-5444, fax: 573-636-6634*

### **Missouri Law Enforcement LPR Project Award Letter**

Date: March 18, 2016  
To: Chief Paul Williams  
Springfield Police Department  
321 E. Chestnut Expressway  
Springfield, MO 65802  
pwilliams@springfieldmo.gov  
From: Sheldon Lineback, MPCCF Executive Director  
Re: Award of a license plate reader  
Grand Award Year: 2014  
Contract Number: EMW-2014-SS-002-S01-01-021  
Grant Award Amount: \$15,435.00

It is our pleasure to inform you that your application for License Plate Reader has been selected for award. This project is funded under the Law Enforcement Terrorism Prevention Program in which the Missouri Police Chiefs Charitable Foundation was selected to manage.

Your agency award includes the following:

1. One Unit (Three camera system.)
2. All hardware for installation of the LPRs in agency identified vehicles.
3. Installation of the LPR Units in agency identified vehicle.
4. Training on the equipment
5. Use of MPCCF site license.

Missouri Police Chiefs Charitable Foundation will as its deliverables under this award:

1. Will coordinate with the awarded agency the transfer of the LPR Unit(s), all required hardware for installation of the LPR Units, installation of the LPR Unit(s), and training on the LPRs Unit(s) for awarded agency.
2. MPCCF will provide awarded agency a Pre-Install Check List. This list is required before installation so that the proper hardware is available for installation.
3. MPCCF will coordinate with awarded agency in scheduling the installation.

4. The MPCCF will provide a property transfer document for the awarded agency to sign and return to the MPCCF documenting the acceptance and transfer of all equipment relating to this award.
5. The MPCCF will provide a Completed Project Document to the awarded agency for signature upon the installation of the LPR units which will serve to verify that the service as been completed and the agency is satisfied with the service provided.

Awarded agency will in accepting this award:

1. Sign this award Letter.
2. Complete the Pre-Install Check List (Attached).
3. Provide the MPCCF the awarded agency contact for this project by completing the (Missouri Law Enforcement LPR Project Contact Form) which is attached.
4. Sign the Property Transfer Document upon the receipt of the LPR units under this project. (This document will be provided during the installation and training.)
5. Agency will utilize, and meet all requirements by policy, state and federal law for the use of the equipment provided by this award.
6. Agency assumes all maintenance, up keep, and operation of all hardware, software, LPR Units, and training as this award is a one- time allocation.
7. Agency will comply with all federal, state, local, and administrative laws relating to, but not limited to reporting requirements involving award funds origination.

In affixing the required signatures of the local governmental body and the law enforcement agency agree to the responsibilities and terms of this award.

**For the local governmental body and law enforcement agency:**

(Applicant Authorized Official)	(Date)
	4-8-16
(Applicant Project Director)	(Date)

**For the Missouri Police Chiefs Charitable Foundation**

(MPCCF Chairman or MPCCF Executive Director)	(Date)

*Upon signing this Award Letter, the MPCCF will sign and return a copy to your agency and will establish delivery and installation arrangements with you designated Project Contact.*

*If you choose to decline this award please send an email or letter to Sheldon Lineback, MPCCF Executive Director at the address on this letter or at [slineback@mopca.com](mailto:slineback@mopca.com).*

**Missouri Police Chiefs Charitable Foundation  
License Plate Reader (LPR) Grant Application 2015**

**Applicant Agency:**

**Agency DUNS #**

**Federal Tax ID #:**

**Agency Authorized Official (Mayor/City Administrator):**

**Name/Title:**   
**Phone:**   
**Email:**   
**Mailing Address:**

**Applicant Project Director (Chief/Sheriff):**

**Name/Title:**   
**Phone:**   
**Cell Phone:**   
**Email:**   
**Mailing Address:**

**Applicant Fiscal Officer (Treasurer/City Administrator)**

**Name/Title:**   
**Phone:**   
**Email:**   
**Mailing Address:**

**Evaluation Questions:**

- Do you currently have this equipment?
- If so, are you seeking replacement?
- If you are seeking replacement, how old is the device?
- Do you have MULES access?
- Are you willing to pay for maintenance fees?
- Total Offense Cycle Number 2014?
- Total Agencies benefiting from this equipment?
- Total population serviced by applicant agency?

YES	
	NO
YES	
YES	
6535	
One	
164,000	

**Missouri Police Chiefs Charitable Foundation  
License Plate Reader (LPR) Grant Application 2015**

**Please provide one paragraph in the shaded area below justifying your need:**

The Springfield Police Department respectfully requests to be considered for two License Plate Reader (LPR) systems. We strive to be innovative in response to criminal activity in the community we serve. We recognize the benefits of operating a License Plate Reader (LPR) and in 2007 became the first jurisdiction in the State of Missouri to use this technology. We currently have two vehicles outfitted with an LPR and in 2014 alone we had 558,250 detections and 5,475 hits with our current LPR systems. Several major roadways traverse our city, including Interstate 44, US Highways 60, 65, & 160, and Missouri Highway 13. These roadways bring a large amount of vehicular traffic into our city everyday from surrounding major metropolitan areas and surrounding states. We have a large number of hotels along these highways where criminals often seek refuge from their criminal activity and also use as a place to operate from. The City of Springfield contains a population of approximately 160,000 citizens and is the major metropolitan area in Southwest Missouri. Reports of auto theft have been increasing each year. In 2012, there were 1,271 reports of auto theft, 1,351 reports in 2013, and 1,480 reports in 2014. Additional LPR systems would be a great asset in our effort to combat this type of criminal behavior. Moreover, we believe that the LPR system has been proven to be a beneficial tool in identifying and locating other criminal suspects and activities. We have established multiple intelligence databases which can be utilized with an LPR system. We also have a dedicated crime analysis unit which can assist in utilizing the collected and stored license plate captures as yet another investigative tool. This investigative data can be utilized and be valuable to not only the Springfield Police Department, but also for other surrounding jurisdictions. We continue to see great potential for the use of LPR technology. Being awarded two new LPR systems will allow us to increase utilization of this highly effective and beneficial technology as another tool to fight against crime and keep the people of our community safe.

***PLEASE RETURN APPLICATION BY DECEMBER 1, 2015 by emailing this application to:  
Jennifer Hudson at [jhudson@mopca.com](mailto:jhudson@mopca.com)***



EMW-2014-SS-002-S01-01-021

## LPR AWARD CONTACT FORM

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Cell/Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Please return to: MPCCF

1001 East High Street

Jefferson City, MO 65101

Fax: (573) 636-6634

Email: [slineback@mopca.com](mailto:slineback@mopca.com)

**Pre-Installation Check List**

***2014 HLS Grant - LICENSE PLATE READER AWARD***

Agency \_\_\_\_\_

Vehicle Year, Make, Model \_\_\_\_\_

Black or white antenna \_\_\_\_\_

Vehicle #, VIN #, and/or Plate # \_\_\_\_\_

Picture of front of vehicle

Radio \_\_\_\_\_ (indicate dash mount or remote head if applicable)

Siren Box \_\_\_\_\_

Light Control \_\_\_\_\_

DVR/In-Car Video \_\_\_\_\_

Scanner \_\_\_\_\_

Other \_\_\_\_\_

Trucks - - -

Seat configuration \_\_\_\_\_

Gas or Diesel \_\_\_\_\_

4WD or 2WD \_\_\_\_\_

Crew Cab, Extended Cab, or Regular Cab \_\_\_\_\_

Any vehicle - - -

Any existing hardware (trunk tray, cages, etc.) \_\_\_\_\_

Other pertinent info:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proof of Acceptance**

**For Installation of Work Performed**

EMW-2014-SS-002-S01-01-021

**I acknowledge I have examined the installation of license plate reader equipment, received training on its use, and I am satisfied with the work performed and training provided.**

**Signed:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Agency:** \_\_\_\_\_

**Notes:**

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# Missouri Law Enforcement License Plate Reader Project

EMW-2014-SS-002-S01-01-021

## Proof of Acceptance

### For LPR Project

I acknowledge that I am responsible for the items I am picking up from the Missouri Police Chiefs' Charitable Foundation. I cannot and will not hold the Missouri Police Chiefs Charitable Foundation, Missouri Police Chiefs' Association or Turn-Key Mobile liable for any damaged or missing parts as soon as they leave the care, custody, and control of the Missouri Police Chiefs Charitable Foundation and/or Turn-Key Mobile.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Agency: \_\_\_\_\_

Equipment Received:

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 11  
Filed: 04-12-16

Sponsored by: Fisk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 084

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract with Texas  
2 A & M Engineering Extension Service (TEEX) to teach a course for the  
3 Springfield Police Department.  
4 \_\_\_\_\_  
5

6 WHEREAS, TEEX is a political subdivision of the state of Texas; and  
7

8 WHEREAS, pursuant to Section 70.220 of the Revised Statutes of the state of  
9 Missouri, this agreement must be approved by City Council.  
10

11 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
12 SPRINGFIELD, MISSOURI, as follows, that:  
13

14 Section 1 –The City Manager, or his designee, is hereby authorized to enter into  
15 a contract with Texas A & M; said agreement to be in substantially the form as that  
16 document attached hereto and incorporated herein by reference as "Attachment 1."  
17

18 Section 2 –This ordinance shall be in full force and effect from and after passage.  
19  
20

21 Passed at meeting: \_\_\_\_\_  
22  
23

24 \_\_\_\_\_  
25 Mayor  
26  
27

28 Attest: \_\_\_\_\_, City Clerk  
29  
30

31 Filed as Ordinance: \_\_\_\_\_  
32  
33

34 Approved as to form: Amanda R. Callaway, Assistant City Attorney

35

36

37 Approved for Council action: Greg Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 084**

FILED: 04-12-16

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into a contract with Texas A & M Engineering Extension Service (TEEX), to teach a course for the Springfield Police Department.

BACKGROUND: Texas A & M University, through the university's Engineering Extension Services offered to present a three day "First Line Supervisor Course." Participants will learn topics in ethics, effective communication, leadership styles, counseling, planning and organizing and cultural diversity. The course will be presented at the Springfield Police and Fire Training Facility in 2016. TEEX will provide the instructors, course materials for each registered course participant, and all transportation and lodging for the instructors.

Pursuant to Missouri Revised Statutes Section 70.220, this agreement must be approved by City Council due to Texas A & M University being a political subdivision of Texas.

REMARKS: The total cost to the City is \$7,250.00.

Submitted by:

  
\_\_\_\_\_  
Paul Williams, Chief of Police

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager

**Attachment 1**

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
( X ) NEW CONTRACT		( ) RENEWAL OF CONTRACT NO. _____	
<b>CITY</b>		<b>CONTRACTOR</b>	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. Box 8368 SPRINGFIELD, MO 65802		Name: Texas A&M Engineering Extension Service Address: P.O. Box 40006 College Station, TX 77842-4006	
Attention: Cpl. J.A. (Tony) Smith		Attention: Larry Frye	
Department: Springfield Police Dept – Training Unit		Phone: 979-458-3547	
Phone: 417-864-1788	Fax: 417-864-1352	Fax: 979-862-2788	

**SERVICES AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Springfield desires to engage the Contractor to render certain technical and professional services hereafter described in connection with a project more particularly described in **Exhibit A**; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in **Exhibit A** in accordance with the standard of care, skill and expertise ordinarily used by other members of Contractor's profession in performing similar services.

2. **Addition to Services.** The City may add to the Contractor services or delete therefrom activities of a similar nature to those set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the office of the City Manager and shall be accepted and countersigned by the Contractor.

3. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel.** The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

5. **Term.** The services of the Contractor shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in

the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as **Exhibit A**.

6. **Costs not to Exceed.** The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Contractor providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Contractor shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.**

a. **Conditioned upon acceptable performance.** Provided Contractor performs the services in the manner set forth in paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in **Exhibit A**, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Contractor for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A**.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Seven Thousand Two Hundred and Fifty Dollars (\$ 7,250.00 )**.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by one of three different means: Facsimile Transmission ("FAX") if Contractor has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

b. **Termination for Convenience.** The City shall have the right at anytime 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.

9. **Conflicts.** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

10. **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. 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, though City will attempt to so notify any such assignee.

11. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

12. **Discrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and 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.

13. **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.

14. **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.

15. **Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and 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.

16. **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.

17. **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.

18. **City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

19. **Liability and Indemnity.** The parties mutually agree to the following:

- a. To the extent not covered by sovereign, governmental, or official immunity under Federal, State or Municipal Law or Regulation, each party to this agreement shall be responsible for its own actions in providing services and/or products under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services and/or products by the other party. This language is not intended to act as a waiver or limitation on either party's rights and/or defenses with regard to sovereign, governmental, or official immunity under Federal, State or Municipal Law or Regulation.

20. **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 third 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.

21. **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.

[Remainder of Page Intentionally Blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

**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.

\_\_\_\_\_  
Mary Mannix-Decker, Director of Finance

**APPROVED AS TO FORM**

\_\_\_\_\_  
Assistant City Attorney

**CONTRACTOR:**

By: \_\_\_\_\_

Name & Title: R. Charles Todd, Associate Agency Director/CFO

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_

Collin Quigley, Assistant City Manager

**Exhibit A to Services Agreement**

**Scope of Work**

<b>Name of Contractor</b>	Texas A & M Engineering Extension Service (TEEX)	
<b>Scope of Work (Job Description)</b>	<p>Texas A &amp; M Engineering Extension Service (TEEX) agrees to provide a three (3) day First Line Supervisor (LET 585) Course. The maximum number of participants for the course will be twenty five (25). The course will be taught at the Springfield Police and Fire Training Facility, located at 2620 W. Battlefield Springfield, Mo. TEEX shall provide the instructors to teach the First Line Supervisor Course. TEEX shall provide all necessary arrangements pertaining to the instructors including but not limited to transportation and lodging. TEEX shall provide each registered course participant with course reference materials.</p> <p>Should the City of Springfield, Mo (City) not fill all twenty five (25) seats for the course, the City retains the option of filling any remaining seats by selling those seats to outside agencies. The City will retain any revenue collected for those seats.</p>	
<b>Date</b>	Course to be held between the dates of May 2, 2016 through December 31, 2016	
<b>Interim Deadlines (if applicable)</b>	<b>Date</b>	<b>Phase of Project To Be Completed</b>
<b>Final Completion Deadline</b>	December 31, 2016	
<b>Reimbursable Expenses</b>	<input checked="" type="checkbox"/> None <input type="checkbox"/> Travel, Lodging, Meals, Phone Calls, Copying, Postage	
<b>Maximum Payment</b>	\$ 7,250.00	Maximum Payment for Services Rendered
	\$ N/A	Maximum Amount Of Expenses To Be Reimbursed
	\$ 7,250.00	Total Maximum Amount To Be Paid To Contractor
<b>Method of Payment</b>	<input checked="" type="checkbox"/> Lump Sum Of Entire Amount Upon Satisfactory Completion of Project <input type="checkbox"/> Monthly Payments Based On Rate of \$ _____ Per Hour <input type="checkbox"/> Incremental Payments As Follows:	
<b>City Official To Approve Payment(s)</b>	Chief Williams	
<b>Department Head's Signature</b>		<b>Date:</b>



# Texas A&M Engineering Extension Service - TEEX Addendum to Customer's Contract

**Customer Name:** City of Springfield, MO  
Springfield Police Dept ("Customer") **Date:** \_\_\_\_\_

8400 Boonville ; PO Box 8368, Springfield, MO 65802

Texas A&M Engineering Extension Service ("TEEX") and the **Customer** are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract and/or purchase order form provided by the **Customer** (referred to hereafter as the "**Customer's Contract Form**").

This Addendum ("**Addendum**"), duly executed by the parties, is incorporated into the **Customer's Contract Form** dated \_\_\_\_\_ and made an integral part thereof. This Addendum and the **Customer's Contract Form** shall be referred to hereafter collectively as the "**Agreement**."

The **Customer's Contract Form** is, with the exceptions noted herein, generally acceptable to TEEX. Nonetheless, because certain standard clauses that may appear in the **Customer's Contract Form** cannot be accepted by TEEX because of its status as an agency of the State of Texas and in consideration for the convenience of using provisions in the **Customer's Contract Form** instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the **Customer's Contract Form**, shall have any effect or be enforceable against TEEX:

1. Requiring TEEX to maintain any type of insurance either for TEEX's benefit or for the **Customer's** benefit.
2. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
3. Requiring or stating the terms of the **Customer's Contract Form** shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
4. Requiring any total or partial compensation or payment for lost profit or liquidated damages by TEEX if the Agreement is terminated before the end of the contract term.
5. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
6. Binding TEEX to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
7. Obligating TEEX to pay costs of collection or attorneys' fees.
8. Requiring TEEX to provide warranties.

**Miscellaneous Provisions:**

**Alternative Dispute Resolution:** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the **Customer** and TEEX to attempt to resolve any claim for breach of contract made by the **Customer** that cannot be resolved in the ordinary course of business. The **Customer** shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Director of TEEX, who shall examine the **Customer's** claim and any counterclaim and negotiate with the **Customer** in an effort to resolve the claim.

**Loss of Funding:** Performance by TEEX under the Agreement may be dependent upon the appropriation and allotment of funds from federally-funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally-funded programs occurs, or in the event state appropriations are unavailable, then TEEX will issue written notice to the **Customer** and TEEX may terminate the Agreement without further duty or obligation hereunder. The **Customer** acknowledges that appropriation of funds is beyond the control of TEEX.

**Non-Waiver:** The **Customer** expressly acknowledges TEEX is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by TEEX of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**Confidentiality:** **Customer** acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

**Force Majeure:** Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

**Entire Agreement:** This Addendum and the **Customer's Contract Form** constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

**Savings Clause:** If a court of competent jurisdiction finds any provision of this Addendum and the **Customer's Contract Form** illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

To the extent the language in this Addendum is in conflict with any language in the **Customer's Contract Form**, the language in this Addendum will control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

**City of Springfield, MO:**

**Texas A&M Engineering Extension Service:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: R. Charles Todd

Title: \_\_\_\_\_

Title: Associate Agency Director/CFO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed: 04-12-16

Sponsored by: Fulnecky

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 086

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee to grant a license to Springfield  
2 Community Gardens ("SCG") and its invitees allowing them to enter  
3 onto City-owned property, specifically, Fire Station No. 8 located at  
4 1405 South Scenic Avenue, for the purpose of creating, cultivating  
5 and maintaining a community garden.  
6  
7

8 WHEREAS, the City owns the property commonly referred to as Fire Station No.  
9 8 and is responsible for maintenance and management of such property; and  
10

11 WHEREAS, the City has contracted with SCG to create, cultivate and maintain  
12 community gardens in accord with funds provided to the City through the Health  
13 Department's Healthy Eating Active Living in Local Communities (HEAL) Grant; and  
14

15 WHEREAS, SCG will create, cultivate and maintain the garden enlisting its  
16 invitees and agents; and  
17

18 WHEREAS, the creation of a community garden at Fire Station No. 8, will be a  
19 public benefit to the surrounding community.  
20

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

24 Section 1 – The City Manager, or his designee, is hereby authorized to grant a  
25 license to SCG and its invitees for the purpose of creating, cultivating and maintaining a  
26 community garden at Fire Station No. 8, located at 1405 South Scenic Avenue, in  
27 substantially the for set out in the Land Use License Agreement attached hereto as  
28 “Exhibit A,” and incorporated herein by reference as if fully set forth, and with such  
29 changes therein as shall be approved by the City Manager’s Office, with such Officers’  
30 signatures thereon being conclusive evidence of their approval thereof.  
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32 Section 2 – This ordinance shall be in full force and effect from and after  
33 passage.

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Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: K. Sturby, Assistant City Attorney

Approved for Council action: [Signature], City Manager

**EXPLANATION TO COUNCIL BILL NO. 2016-086**

ORIGINATING DEPARTMENT: Health

FILED: 4-12-16

**PURPOSE:** To allow the Springfield-Greene County Health Department, in partnership with the Springfield Community Gardens (SCG), to develop a community garden area located at Springfield Fire Department (SFD), Fire Station No. 8, to support activities pertaining to development and implementation of this community garden; and utilizing the Springfield-Greene County Health Department's Healthy Eating Active Living in Local Communities (HEAL) grant funds to start the garden area. No budget adjustment is needed for this project.

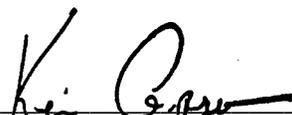
**BACKGROUND:** Current funding from the Missouri Department of Health and Senior Services (DHSS), HEAL Grant, will be used to support the activities of community garden development and initiation. The SCG organization will provide garden upkeep and maintenance thereafter. The SFD will provide garden ground space. This community project is for the purpose of improving healthy food preferences and eating habits of community members, increasing the connections between gardens and the community, and increasing the variety of fresh fruits and vegetables served to children in our community.

No budget adjustment is needed for this project.

The garden and HEAL Grant programs support the following Field Guide 2030 goal(s): Chapter 10, Public Health; Major Goal 8, Strengthen the Health Department's capacity to conduct ongoing assessments, expand core public health services and programs, and serve as a model for prevention.

**REMARKS:** This ordinance authorizes the spending of HEAL Grant funds, the partnership with SGC, and the location of a community garden at Springfield Fire Station No. 8.

Submitted by:

  
\_\_\_\_\_  
Kevin Gipson, Director of Health

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager

**Exhibit A**

<b>ROUTING ORDER:</b>	<b>(1) ORIGINATING DEPARTMENT</b>	<b>(2) ATTORNEY</b>	<b>(3) FINANCE DEPARTMENT</b>
	<b>(4) LAW DEPARTMENT</b>	<b>(5) CITY MANAGER'S OFFICE</b>	<b>(6) CITY CLERK'S OFFICE</b>
<b>EFFECTIVE DATE</b>	<b>TERMINATION DATE</b>	<b>CONTRACT NUMBER:</b>	
<b>( X ) NEW CONTRACT</b>		<b>( ) RENEWAL OF CONTRACT No. _____</b>	
<b>CITY</b>		<b>LICENSEE</b>	
<b>CITY OF SPRINGFIELD</b> <b>840 BOONVILLE, PO BOX 8368</b> <b>SPRINGFIELD, MO 65801-8368</b> <b>PHONE (417) 864-1498</b> <b>ATTN: RINDA DUNN</b>		<b>SPRINGFIELD COMMUNITY GARDENS</b> <b>1126 N. BROADWAY, BUILDING A</b> <b>SPRINGFIELD, MO 65802</b> <b>PHONE: (415) 613-7806</b> <b>ATTN: MAILE AUTERSON, PRESIDENT</b>	

**LAND USE LICENSE AGREEMENT  
COMMUNITY GARDEN AT FIRE STATION #8**

This Agreement is made and entered into between the City of Springfield (City) and the Springfield Community Gardens (SCG) on this \_\_\_\_\_ day of March, 2016.

WHEREAS, the City applied for and received the Healthy Eating/Active Living (HEAL) grant, for the purpose of increasing access to healthy foods and safe places to be physically active; and

WHEREAS, to carry out the purposes of the HEAL grant, the City desires to provide supplies to SCG to establish a new community garden, in an identified food desert region; and

WHEREAS, this agreement is for a donation of goods only; no money will be exchanged between the City and SCG on account of this Agreement; and

WHEREAS, this Agreement establishes the terms and conditions of the SCG's and City's collaboration.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. License. The City hereby grants a license to SCG to use a portion of City property located at 1405 S. Scenic, Springfield, MO 65802 (Fire Station #8) to construct, maintain, manage, and operate a community garden (Garden) during the term of this agreement, and which includes a license to use existing parking spaces. The Garden shall be placed only at the location designated by the black box on the attached aerial view of the City property, which has been labeled "Exhibit A" and is incorporated herein as if fully set out. Parking by SCG members or its invitees shall be only in the location designated by the red star on Exhibit A.
2. SCG shall construct a path from the existing parking lot area to the Garden at the location designated by the black line connecting the parking lot and black box on Exhibit A. The path shall be constructed to Americans with Disability Act (ADA) standards.
3. City's Role. The City will provide the following to achieve the Agreement's objective:
  - a. The City will use its grant funds to provide supplies and services to SCG to assist in the establishment of the new community garden, such as hydrants, soil and tilling, sheds, water hose,

garden bed materials, and other miscellaneous gardening supplies. The City's expenditures shall not exceed the HEAL grant funds received for this purpose, in the amount of \$12,700.

- b. The City will promote neighborhood involvement with the new community garden.
  - c. The City will develop a timeline for garden construction and assist SCG in recruiting workers and volunteers for garden construction.
  - d. The City will develop and implement evaluation tools to determine the reach and impact of the community gardens.
4. SCG's Role. SCG will provide the following to achieve the Agreement's objective:
- a. SCG will secure appropriate permissions to establish a new community garden at the site selected.
  - b. SCG will establish the new community garden, using the supplies provided by the City under this Agreement. If any supplies are provided by SCG, such materials may be retrieved by SCG upon the permanent closure of the Garden, with the exception of the garden soil, provided that SCG removes such materials within 14 days of the permanent closing of the Garden.
  - c. SCG will take primary responsibility for promoting neighborhood involvement with the new community garden.
  - d. SCG will follow the timeline developed by the City for garden construction.
  - e. SCG will take primary responsibility for recruiting workers and volunteers for garden construction.
  - f. SCG is responsible for the upkeep and maintenance of the Garden in a manner the City deems attractive.
  - g. SCG will cooperate with the City in conducting evaluation of the community gardens.
  - h. SCG will not harm any trees or shrubs now existing on the property.
  - i. When the agreement expires or is terminated, SCG will return the property to its original condition by replanting grass and removing above ground planters and fixtures, unless the City requests in writing for any portion to be left as is.
  - j. SCG agrees that the City must pre-approve all signs, promotional information, or news releases that use the City's name, image, or logo.
5. Term and Termination. This agreement shall be in full force and effect from the date of execution to September 30, 2016. Modifications and provisions of this agreement shall only be valid when they have been reduced to writing, signed and dated by both parties. Both parties agree to renegotiate the agreement if Federal and/or State revisions of applicable laws or regulation make the changes necessary. This agreement may be terminated by either party without cause with at least sixty (60) days written notice.
6. Liability and Indemnification. SCG agrees to indemnify and save harmless the City from all damages, claims, and attorney fees arising out of any act, omission, or neglect by the SCG or any of its participants, volunteers, or invitees, and from any and all actions or causes of action arising from the SCG or any of its participants, volunteers, or invitees' occupation or use of the designated Garden.
7. Insurance. SCG shall during the entire term of this Agreement, keep at its sole expense in full force and effect a policy of public liability insurance with limits not to be less than One Million Dollars (\$1,000,000) per incident. The policy shall name the City as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving thirty days prior written notice to the City. A copy of the policy or certificate of insurance shall be delivered to the City prior to the execution of this Agreement.
8. Non-discrimination. The parties agree in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee 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.**

9. Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that SCG 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. SCG will retain sole and absolute discretion in the judgment of the manner and means of carrying out SCG's activities and responsibilities hereunder. SCG 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 SCG and the City, and the City will not be liable for any obligation incurred by SCG, including but not limited to unpaid minimum wages and/or overtime premiums.

10. Notices. Any notices required or permitted herein under and required to be in writing may be given by FAX or by first-class mail addressed to City and SCG at the addresses shown below. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission 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.

City	SCG
227 E. Chestnut Expressway	1126 N. Broadway, Building A
Springfield, MO 65802	Springfield, MO 65802
Phone: 417-864-1498	Phone: 415-613-7806
Attn: Rinda Dunn	Attn: Maile Auterson, President

- 11. 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 litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- 12. Conflict of Interest. SCG represents in entering into this Agreement that no personal conflict of interest exists by any employee, agent or officer of SCG, nor does any employee, agent or officer have any personal financial interest, direct or indirect, in this Agreement for the property referenced herein.
- 13. Non-Assignment. Licensee shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto.
- 14. 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.

IN WITNESS WHEREOF, the City and SCG caused this agreement to be executed by their proper officers, in triplicate, the day and year first written above.

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

\_\_\_\_\_  
Mary Mannix-Decker, Director of Finance

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelby Stuckey, Assistant City Attorney

**SPRINGFIELD COMMUNITY GARDENS**

By: \_\_\_\_\_

\_\_\_\_\_  
Name & Title

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Collin Quigley, Asst. City Manager