



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor
Zone Councilmembers

General Councilmembers

Phyllis Ferguson, Zone 1
Abe McGull, Zone 2
Mike Schilling, Zone 3
Matthew Simpson, Zone 4

Jan Fisk, General A
Craig Hosmer, General B
Andrew Lear, General C
Richard Ollis, General D

Upcoming Council Meeting Agenda May 18, 2020 6:30 p.m.

This meeting will be conducted both at 830 N. Boonville Ave. and electronically. The public may observe, physically attend (the number of people gathered will be limited to fewer than 10 per space with physical distancing requirements applied) or viewed at <https://cityview.springfieldmo.gov/livestream/>.

Speakers must [sign up with the City Clerk](#) **no later than 5:00 p.m. the Friday before the meeting to speak to an issue on the agenda. Citizens wishing to submit comments to City Council may do so at** <https://www.springfieldmo.gov/FormCenter/City-Council-6/Citizen-Comment-Form-for-Regular-Springf-368>

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. MAY 4, 2020 CITY COUNCIL MEETING.

Documents:

05-04-2020.PDF

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, MAY 15, 2020.**
4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR 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 2020-088 (Ollis)**

A special ordinance authorizing a budget adjustment amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$2,000,000.00 to appropriate fund balance reserves from the 1/4-Cent Capital Improvement Sales Tax to support construction of the Fasnicht Creek stormwater improvement project at the Springfield Art Museum.

Documents:

[2020-088.PDF](#)

8. **Council Bill 2020-089 (McGull)**

A special ordinance approving the plans and specifications for Stormwater Improvements in the Beechwood Heights neighborhood; accepting the bid of Hamilton & Dad, Inc., in the amount of \$1,483,768.65 for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2020-089.PDF](#)

9. **Council Bill 2020-090 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020, in the amount of \$332,000.00, for the purpose of partially reimbursing the base salaries of up to six City employees who operate and manage the Transportation Management Center.

Documents:

[2020-090.PDF](#)

10. **Council Bill 2020-091 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with Ozarks Technical Community College, to allow for the construction, installation and maintenance of pedestrian lighting and associated conduit along the 900 – 1000 block of East Pythian Street.

Documents:

[2020-091.PDF](#)

11. **RESOLUTIONS. Citizens May Speak. May Be Voted On.**
12. **Council Bill 2020-095 (Ollis)**

A Resolution adopting a Resolution approving changes in the Articles of Incorporation of the Ozarks Transportation Organization regarding the distribution of assets upon dissolution.

Documents:

[2020-095.PDF](#)

13. **EMERGENCY BILLS.**

14. **PUBLIC IMPROVEMENTS.**

15. **GRANTS. Citizens May Speak. May Be Voted On.**

16. **Council Bill 2020-096 (Hosmer)**

A Special Ordinance authorizing the City Manager, or his designee, to apply for and accept a grant from the United States Department of Transportation, Federal Aviation Administration, as part of the Coronavirus Aid, Relief, and Economic Security Act, to the City, by and through the Springfield-Branson National Airport Board in an amount of \$9,259,051.00, for the purpose of providing funds for the Springfield-Branson National Airport Board to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency; amending the budget of the Airport Board for Fiscal Year 2019-2020 in the amount of \$9,259,051.00; and declaring that this bill qualifies for approval in one reading.

Documents:

[2020-096.PDF](#)

17. **AMENDED BILLS.**

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

19. **Council Bill 2020-097 (Ferguson)**

A Special Ordinance approving the Springfield IDEA Commons Tax Increment Financing Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan and directing staff to implement the redevelopment plan.

Documents:

[2020-097.PDF](#)

20. **Council Bill 2020-098 (Ferguson)**

A Special Ordinance approving a Redevelopment Project for the IDEA Commons Tax Increment Financing Plan and initiating tax increment financing therein.

Documents:

[2020-098.PDF](#)

21. **FIRST READING BILLS. Citizens May Speak. Not Anticipated To Be Voted On, Except For Items #26 And #27, Which May Be Voted On.**

22. **Council Bill 2020-099 (Schilling)**

A Special Ordinance authorizing the City Manager or his designee to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with the improvement to the intersection of Missouri Highway 13 (a/k/a Kansas Expressway) and Sunset Street; and amending the budget of the Department of Public Works for Fiscal Year 2020-2021 in the amount of \$4,000,740.00.

Public Works for Fiscal Year 2019-2020 in the amount of \$1,092,743.20.

Documents:

[2020-099.PDF](#)

23. Council Bill 2020-100 (Schilling)

A Special Ordinance authorizing the City Manager or his designee to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with improvements to the intersection of Missouri Highway 13 (a/k/a Kansas Expressway) and Walnut Lawn Street; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$1,237,858.00.

Documents:

[2020-100.PDF](#)

24. Council Bill 2020-101 (Schilling)

A Special Ordinance authorizing the City Manager, or his designee, to enter into a partnership with the James River Basin Partnership and to receive federal funds through the James River Basin Partnership for the purpose of a Stormwater Improvement Project to Fassnight Creek at the Springfield Art Museum, and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$141,500.00.

Documents:

[2020-101.PDF](#)

25. Council Bill 2020-102 (Ollis)

A Special Ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Foundation for Health for the purchase of COVID-19 testing materials in the amount of \$364,000.00; entering into necessary agreements to carry out the grant; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2019-2020 in the initial amount of \$84,000.00, to appropriate the grant funds.

Documents:

[2020-102.PDF](#)

26. Council Bill 2020-103 (Fisk)

A Resolution acknowledging a Base Lease between the City of Springfield, Missouri, by and through the Springfield-Greene County Park Board, and Greene County, Missouri, and a Lease Agreement between the Park Board and Greene County; authorizing the execution of documents related to the Base Lease, the Lease Agreement and the issuance of Bonds by Greene County, Missouri, for refunding certain bonds previously issued to fund improvements to Dan Kinney Park; and prescribing certain related matters. (Park Board recommends approval.)

Documents:

[2020-103.PDF](#)

27. Council Bill 2020-104 (Simpson)

A Resolution acknowledging a Third Amendment to the Third Addendum to Agreement of the Springfield-Greene County Park Board and City Utilities of Springfield, Missouri, and City Utilities' Consent to Security Interest between the Park Board and the City of Springfield for the use and benefit of the Board of Public Utilities of Springfield, Missouri. (Park Board recommends approval.)

Documents:

[2020-104.PDF](#)

28. Council Bill 2020-105 (Hosmer)

A Special Ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into a Third Addendum to Interlocal Governmental Agreement City/County Park Initiative dated August 21, 2001; and authorizing certain other documents and actions in connection therewith. (Park Board recommends approval.)

Documents:

[2020-105.PDF](#)

29. Council Bill 2020-106 (Lear)

A General Ordinance amending the Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVII, 'Short-Term Loan Establishments,' Section 70-727, 'Definitions' to revise the definition of a 'Short-Term Loan Establishment.'

Documents:

[2020-106.PDF](#)

30. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Mary Jo Harst wishes to address Council.

Daniel Larsson wishes to address Council.

31. NEW BUSINESS.

The Mayor recommends the following appointment the Springfield-Greene County Public Library Board: Michelle Moulder to fill the unexpired term of William Garvin. Michelle Moulder's term will expire July 2, 2021

32. UNFINISHED BUSINESS.

33. MISCELLANEOUS.

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

35. Council Bill 2020-107 (Ferguson)

A Special Ordinance authorizing the City Manager or his designee to enter into a First Supplemental Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to modify the payment schedule between the City of Springfield and the Missouri Highways and Transportation Commission.

Documents:

[2020-107.PDF](#)

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

37. Council Bill 2020-108 (Lear)

A Special Ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with the Missouri Department of Health and Senior Services for the purpose of supplying Naloxone, as well as training on proper administration and storage of Naloxone, to Springfield Police Department officers for the treatment of individuals suffering from an opioid-related overdose.

from an apparent opiate-related overdose.

Documents:

[2020-108.PDF](#)

38. **CONSENT AGENDA – SECOND READING BILLS. See Item #3.**

39. **END OF CONSENT AGENDA.**

40. **ADJOURN.**

Persons addressing City Council will be escorted to a monitored computer and address City Council via Zoom. Please 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 three days prior to the scheduled meeting.

May 4, 2020
Springfield, Missouri

The City Council met in regular session April 4, 2020 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call

Present. Matthew Simpson*, Mike Schilling*, Phyllis Ferguson*, Jan Fisk*, Craig Hosmer*, Richard Ollis*, Andrew Lear*, Abe McGull* and Ken McClure. Absent. None.

*Members attending via videoconference.

Minutes

The minutes of City Council meeting on April 20, 2020 and the minutes of the April 28, 2020 Special City Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

**City Manager
and Public
Health Director
Report**

Jason Gage, City Manager, noted both the Governor and the Mayor approved formal orders to open business activity beginning May 4, 2020 and he summarized the City's order. He noted the order will be in place until the end of May and noted details are available on the City's website and on Facebook for the City and the Health Department. Mr. Gage noted the City's administrative facilities will remain closed for the month of May, but Springfield-Greene County Park Board has begun the process of reopening facilities. He noted recycling facilities will open on May 6, 2020.

Mr. Gage noted the proposed fiscal year 2021 balanced budget was provided to Council on May 1, 2020. He noted one-third of the City's budget is dependent on sales tax collection and has been impacted by the COVID-19 pandemic. Mr. Gage noted priorities included protecting jobs and to continue to provide essential municipal services to citizens.

Clay Goddard, Director of Health, provided an update on COVID-19. He noted cases have risen from 93 to 98, but none of the new cases are surprising and most are related to domestic travel or have had contact with previous cases. The latest symptom onset date is April 24, 2020. Mr. Goddard noted testing will be a key piece as we move into the recovery phase. He noted for asymptomatic testing, half of results they have received were from the offer made for asymptomatic for essential workers. Mr. Goddard noted there were zero positive results from this group. He referred to the Health Department's Recovery Dashboard and the dial representing testing is in the yellow. He noted they are aggressively pursuing testing and have reached two-thirds of the seven-day capacity for testing. He noted this

is related to staff capacity and not a lack of testing kits. Mr. Goddard noted there may still be barriers that exist to testing. He noted around the country it has been observed that COVID-19 is disproportionately affecting unserved populations. He noted they want everyone in our community to feel testing is open to them and they are actively working with community partners to ensure a pipeline exists for accessing testing. He reiterated that they do not want anyone who is experiencing symptoms to feel that they cannot get tested or dismiss symptoms. Mr. Goddard noted if anyone is having difficulty receiving care or getting tested to call their hotline, email or live chat.

Councilman Simpson asked about testing and disproportionate groups. He asked if mobile testing has been discussed for targeted testing or outreach. Mr. Goddard answered affirmatively and noted they are looking at all strategies for taking testing to certain groups.

Councilman Hosmer asked for the total number of tests administered. Mr. Goddard answered 2,600 through mobile testing and 4,003 total tests.

Councilman Hosmer asked if this captures all the tests administered in Greene County. Mr. Goddard answered affirmatively.

Councilman Hosmer asked if citizens still needed to meet certain requirements to have a test administered. Mr. Goddard answered at the beginning of the outbreak, citizens had to have at least two symptoms in order to be tested and now that there is more testing bandwidth, they only need to have one. He noted they are not at a testing bandwidth that would allow them to test anyone who would like to be tested.

Councilman Hosmer asked how long until that type of bandwidth is available. Mr. Goddard answered he hopes soon, but added we are in competition with other regions.

Councilman Hosmer asked if there are positive patients currently hospitalized. Mr. Goddard answered yes, there are currently six hospitalized.

Councilman Hosmer asked about the remaining numbers. Mr. Goddard answered there are 15 active cases, 77 people that have been released from isolation and eight deaths, for a total of 98 cases.

Mayor McClure expressed his gratitude to Mr. Goddard and the good news regarding testing.

The following bills appeared on the agenda under Second Reading Bills .

**Short-Term Loan
Establishments
Substitute 2**

Sponsor: Council. Council Bill 2019-104 Substitute No. 2.

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

Mayor McClure noted the proposed was open for public hearing on April 20, 2020 and is now in front of Council for consideration. He asked for questions or comments from members of Council.

Councilman Lear expressed his appreciation to the task force. He noted he harbors no illusion that the vote tonight will impact the payday loan industry in any significant way. He noted he will be supporting the bill and he hopes this sends a message at the state level.

Councilman Simpson noted he will be supporting this bill. He expressed his belief the high interest rates are still there and people who have had unexpected expenses and citizens can be trapped into cycles of high interest loans. He believes this makes a strong statement and making loan information available to consumers is a correct step.

Mayor Pro Tem Ferguson noted she will be supporting this bill and in doing so she wants to appeal to state legislators and ask them to take action that is formidable and will truly impact what happens to citizens who live in poverty and despair. She also asked for people who can make loans to citizens in need do so at reasonable interest ratea so that these citizens do not have to go to the payday loan companies.

Councilman Schilling expressed he is glad the bill is being seen through even though this is an ironic time with an economic downturn that could be even more harmful to people who need emergency loans. He complimented the Mayor, City Manager and the task force for diligent work.

Mayor McClure noted he would like to echo the comments of Councilman Lear and Councilman Schilling. He expressed gratitude to the task force co-chaired by Brian Fogle and Janet Dankert. He also expressed his belief the only real solution is at the state level.

Council Bill 2019-104 Substitute No. 2. General Ordinance 6588 was approved by the following roll call vote: Ayes: Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson and McClure. Nays: None. Absent: None. Abstain: None.

**Short-Term Loan
Establishments**

Sponsor: Schilling, Hosmer, Ollis, and Simpson. Council Bill 2019-104.

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses,

Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

Council Bill 2019-104 failed due to passage of 2nd Amended Council Bill 2019-104 Substitute No. 2.

**Short-Term Loan
Establishments
Substitute 1**

Sponsor: McClure. Council Bill 2019-104. Substitute No. 1.

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments.

Council Bill 2019-104 Substitute No. 1 failed due to passage of 2nd Amended Council Bill 2019-104 Substitute No. 2.

**Short-Term Loan
Establishments
Election Option**

Sponsor: Council. Council Bill 2020-079.

A special ordinance calling an election on August 4, 2020, in the City of Springfield, Missouri, to submit to the qualified voters a question as to whether the City shall be authorized to impose a fee for a Short-Term Loan Establishment permit in the amount of \$5,000 annually, new or renewal, or \$2,500 for a permit issued with less than 6 months remaining in the calendar year.

Mayor McClure asked Anita Cotter, City Clerk, the deadline for reporting the proposed to the Greene County Clerk. Ms. Cotter answered the last day to file a ballot is May 26, 2020.

Council Bill 2020-079. Special Ordinance 27308 was approved by the following roll call vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk and McClure. Nays: None. Absent: None. Abstain: None.

**Annexation of
3245 West
Sunshine Street**

Sponsor: McGull. Council Bill 2020-075.

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing 1.86 acres of private property into the City of Springfield, Missouri, generally located at 3245 West Sunshine Street and referenced as Annexation A-1-2020. (Staff recommends approval.)

Council Bill 2020-075. General Ordinance 6589 was approved by the

following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer and McClure. Nays: None. Absent: None. Abstain: None.

**Rezoning of
3245 West
Sunshine Street**

Sponsor: Schilling. Council Bill 2020-076.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.86 acres of property, generally located at 3245 West Sunshine Street from County C-2, General Commercial district, to HC, Highway Commercial district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Russell L. & Minnie Black Trust; 3245 West Sunshine Street; Z-4-2020.)

Council Bill 2020-076. General Ordinance 6590 was approved by the following roll call vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Absent: None. Abstain: None.

**3859 West Maple
Street**

Sponsor: Ferguson. Council Bill 2020-077.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 13.28 acres of property, generally located at 3859 West Maple Street from Planned Development district No. 263 to R-MHC, Manufactured Home Community district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Daniel Inc.; 3859 West Maple Street; Z-6-2020.)

Anita Cotter, City Clerk, noted a protest petition was received and was found to be insufficient at 9.6%. A copy of the supplemental explanation was provided electronically. Therefore, a supermajority or 6 votes will not be required for passage.

Council Bill 2020-077. General Ordinance 6591 was approved by the following roll call vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: None. Abstain: None.

**Adding Section
36-475
Regulations for
Tiny Homes**

Sponsor: Ollis, Lear, Hosmer, & McGull. Council Bill 2020-078.

A general ordinance amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Sections 36-321 and 36-385; and adding thereto one new section 36-475 for the purpose of providing regulations for tiny homes, tiny home communities, campgrounds, and recreational parks. (Staff and Planning and Zoning Commission both recommend approval.)

Councilman Ollis expressed his gratitude to the staff and the Plans and Policies Committee for their due diligence. He noted tiny homes have gained popularity and can be a bigger part of our community as it relates to affordable housing. He noted his support for the proposed.

Mayor McClure expressed his gratitude to Councilman Ollis for the work his committee did and working through the proposed with staff.

Council Bill 2020-078. General Ordinance 6592 was approved by the following roll call vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: None. Abstain: None.

**Grant Avenue
Parkway Project**

Sponsor: McGull. Council Bill 2020-070.

A special ordinance authorizing the City Manager, or his designee, to expend 1/4-Cent Capital Improvement Sales Tax/Cost Share Program Funds in an amount not to exceed \$2,103,000.00, for preliminary engineering expenses as part of the City's Cost Contribution for the federal "Better Utilizing Investments to Leverage Development" ("BUILD") grant funds, for the Grant Avenue Parkway project.

Council Bill 2020-070. Special Ordinance 27309 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Absent: None. Abstain: None.

**Professional
Engineer to the
Department of
Public Works**

Sponsor: Lear. Council Bill 2020-080.

A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding one full time equivalent position of a Professional Engineer (PAT 12) to the Department of Public Works; and adjusting the authorized employee positions.

Council Bill 2020-080. General Ordinance 6593 was approved by the following roll call vote: Ayes: Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson and McClure. Nays: None. Absent: None. Abstain: None.

**Group 5 Public
Sewer
Rehabilitation**

Sponsor: Hosmer. Council Bill 2020-083.

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 5 Public Sewer Rehabilitation - Sewer Main Cleaning, Closed Circuit Televised Video and Cured-in-Place Pipe project; accepting the bid of Insituform Technologies USA, LLC, in the amount of \$11,910,550.00 for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a

budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2019-2020 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of \$14,888,187.50.

Council Bill 2020-083. Special Ordinance 27310 was approved by the following roll call vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk and McClure. Nays: None. Absent: None. Abstain: None.

RESOLUTIONS

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

The following bill appeared on the agenda under Grants.

Grant from Missouri Department of Natural Resources for Fassnight Creek Stormwater Improvement Project

Sponsor: Lear. Council Bill 2020-086.

A special ordinance Authorizing the City Manager, or his designee, to accept grant funds from the Missouri Department of Natural Resources to support construction of the Fassnight Creek Stormwater Improvement Project at the Springfield Art Museum; amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$277,834.00; and declaring this bill qualifies as a one-reading bill.

Martin Gugel, Assistant Director of Public Works, provided a brief overview of the proposed. He noted they are requesting Council authorize the City Manager to accept a grant from the Missouri Department of Natural to go toward the Fassnight Creek Stormwater Improvement Project. Mr. Gugel displayed a rendering and noted the open channel in front of the Art Museum is the Improvement Project. He noted this is a critical project and will alleviate flooding risk at the museum and will mesh with master planning efforts. He noted this will increase capacity of the stormwater infrastructure. Mr. Gugel noted this grant is in conjunction with another grant that was received in October 2019.

An opportunity was given for citizens to express their views. There being no speakers the public hearing was declared closed.

Council Bill 2020-086. Special Ordinance 27311 was approved by the following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer and McClure. Nays: None. Absent: None. Abstain: None.

Surface

Sponsor: Schilling. Council Bill 2020-087.

**Transportation
Block grant from
the Missouri
Highways and
Transportation
Commission**

A special ordinance authorizing the City Manager, or his designee, to accept a Surface Transportation Block grant from the Missouri Highways and Transportation Commission to fund construction of a trail and bicycle/pedestrian bridge for the Fassnight Creek Greenway Trail - Clay Avenue to Brookside Drive; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$217,461.00; and declaring that this Council Bill qualifies for approval in one-reading.

Martin Gugel, Assistant Director of Public Works, provided a brief overview of the proposed. He noted this is a grant from the Missouri Highways and Transportation Commission and will allow new construction of a trail from Clay to Brookside and continues trail efforts in the Fassnight Creek/Phelps Grove area. He noted this project will complement the stormwater project at Fassnight.

An opportunity was given for citizens to express their views. There being no speakers the public hearing was declared closed.

Councilman Ollis noted he was on the Greenway trail on Sunday and it is a unique and beautiful trail that runs from Fassnight to Phelps Grove. He expressed his belief this is a welcome addition and will support the master plan. He noted he will enthusiastically support this effort.

Council Bill 2020-087. Special Ordinance 27312 was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Absent: None. Abstain: None.

AMENDED BILLS

PUBLIC HEARING

The following bills appeared on the agenda under First Reading Bills.

**Budget
Amendment for
the Department
of Public Works
for Fassnight
Creek
Stormwater
Improvement
Project**

Sponsor: Ollis. Council Bill 2020-088.

A special ordinance authorizing a budget adjustment amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$2,000,000.00 to appropriate fund balance reserves from the 1/4-Cent Capital Improvement Sales Tax to support construction of the Fassnight Creek stormwater improvement project at the Springfield Art Museum.

Martin Gugel, Assistant Director of Public Works, provided a brief overview of the proposed. He noted this is the overall budget for the Fassnight Stormwater Improvement Project and \$2,000,000 would go with the aforementioned grants received. Improvements include replacing or

modifying the existing open channel to increase capacity and alleviate flooding concerns.

Mayor Pro Tem Ferguson asked what funds are currently in reserve in the 1/4-cent fund. Mr. Gugel noted he was not sure, but this project was part of the stormwater portion to come from this fund.

Mayor Pro Tem Ferguson asked if the plan was to naturalize the stream that goes through that area. Mr. Gugel answered affirmatively.

Mayor Pro Tem Ferguson asked if any of the rock work or masonry that is in the area be removed or left intact. Mr. Gugel answered any rock work in the channel itself will be removed, but the Works Progress Administration (WPA) walls and rock structures in the area will only be mildly affected, nothing substantial. He noted everything from the WPA era will remain in place.

Mayor Pro Tem Ferguson noted that is her concern, as the WPA is part of the history of our community and she would be concerned at the loss of the WPA rock work. Mr. Gugel noted the design process purposefully worked to retain as much of the WPA rock work as possible.

Mayor Pro Tem Ferguson asked if there are new renderings of the plan. Mr. Gugel answered he would provide them to City Council.

An opportunity was given for citizens to express their views. There being no speakers the public hearing was declared closed.

**Hamilton & Dad
bid for
Stormwater
Improvements in
the Beechwood
Heights
Neighborhood**

Sponsor: McGull. Council Bill 2020-089.

A special ordinance approving the plans and specifications for Stormwater Improvements in the Beechwood Heights neighborhood; accepting the bid of Hamilton & Dad, Inc., in the amount of \$1,483,768.65 for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Martin Gugel, Assistant Director of Public Works, provided a brief overview of the proposed. He noted the proposed is a result of long-standing neighborhood requests for drainage improvement. He noted there will be some street improvements and channel improvement following the natural drainage. Mr. Gugel noted the project was put out to bid for five days and received one bid from Hamilton & Dad, Inc. He noted there are also alternate A and B items and City Utilities will be reimbursing for almost \$198,000 for alternate B items.

Councilman Hosmer asked for clarification there was only one responsive bid. Mr. Gugel answered affirmatively.

**Budget
Amendment for
the Department
of Public Works
for Employee
Salaries at the
Transportation
Management
Center**

Councilman Hosmer asked why that is. Mr. Gugel answered they have not been receiving multiple bids and part of that is due to the profit margins. He noted they have spoken with the contracting community and were told they have had a lot of work occupying their crews. Mr. Gugel noted they are working with the contracting community to make the bids more flexible and spread the risk out to make the jobs more attractive.

Councilman Lear clarified this project was subject last year to potential condemnation.

Mr. Gugel answered affirmatively and noted they were able to come to terms without having to go through the condemnation process.

An opportunity was given for citizens to express their views. There being no speakers the public hearing was declared closed.

Sponsor: Lear. Council Bill 2020-090.

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020, in the amount of \$332,000.00, for the purpose of partially reimbursing the base salaries of up to six City employees who operate and manage the Transportation Management Center.

Martin Gugel, Assistant Director of Public Works, provided a brief overview of the proposed. He noted this bill would allow the City to enter into an agreement with the Missouri Highways and Transportation Commission to subsidize the base salary for six employees who all work at the City's Transportation Management Center. He noted the Transportation Management Center is staffed by both City and Missouri Department of Transportation. (MoDOT) employees. He noted the City has been in this type of agreement to fund salaries since 2008. Mr. Gugel noted the MoDOT employee salaries are also subsidized this way. He also noted this is how other Transportation Management Center's in the state fund employee salaries. Mr. Gugel noted the remaining 20% of salaries is paid for out of the transportation fund, as well as all benefit costs.

An opportunity was given for citizens to express their views. There being no speakers the public hearing was declared closed and will come before Council on May 18, 2020 for a vote.

The following item appeared on the agenda under Petitions, Remonstrances, and Communications .

Zoe Cochran wishes to address Council. Ms. Cochran withdrew her request to address City Council.

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

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

Encroachment License Agreement with Ozarks Technical Community College

Sponsor: Ollis. Council Bill 2020-091.

A special ordinance authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with Ozarks Technical Community College, to allow for the construction, installation and maintenance of pedestrian lighting and associated conduit along the 900 - 1000 block of East Pythian Street.

CONSENT AGENDA ONE READING BILLS

The following bill appeared on the agenda under Consent Agenda Second Reading Bills.

Appointments to Airport Plaza Community Improvement District Board of Directors

Sponsor: Ferguson. Council Bill 2020-092.

A resolution confirming the appointments of John Hamra and Rick Muenks and the reappointments of Ron Smouse, Wally Nattinger, and Sylvia Jura to the Airport Plaza Community Improvement District Board of Directors. (Staff recommends approval.)

Council Bill 2020-092. Resolution 10504 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Absent: None. Abstain: None.

Reappointments to the Convention and Entertainment Community Improvement District Board of Directors

Sponsor: Fisk. Council Bill 2020-093.

A resolution confirming the reappointments of Martin Gugel and Brent Parker to the Convention and Entertainment Community Improvement District Board of Directors. (Staff recommends approval.)

Council Bill 2020-093. Resolution 10505 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Absent: None. Abstain: None.

Appointment to

Sponsor: Simpson. Council Bill 2020-094.

**the Southern
Hills Community
Improvement
District Board of
Directors**

A resolution confirming the appointment of Joe Reynolds to the Southern Hills Community Improvement District Board of Directors. (Staff recommends approval.)

Council Bill 2020-094. Resolution 10506 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Absent: None. Abstain: None.

**The following bill appeared on the agenda under Consent Agenda
Second Reading Bills.**

Sponsor: Fisk. Council Bill 2020-071.

A special ordinance authorizing the City Manager, or his designee, to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railway Company for the purpose of cost sharing and coordination of the New Concrete Crossing Surface project on Packer Road at an estimated cost to the City of \$10,000.00, to be paid for by the 1/8-Cent Transportation Sales Tax and Signal System Improvements Plan.

Council Bill 2020-071. Special Ordinance 27313 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Absent: None. Abstain: None.

END OF CONSENT AGENDA.

**Motion to
Adjourn**

Councilman McGull moved to Adjourn. Councilman Simpson seconded the motion, and it was approved by the following vote. Ayes. McGull, Simpson, Schilling, Ferguson, Fisk, Ollis, Lear and McClure. Nays. Hosmer. Absent. None. Abstain. None. The meeting adjourned at 7:24 p.m.



Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by
Monica Paxton

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 04-28-20

Sponsored by: Ollis

First Reading: May 4, 2020

Second Reading: _____

COUNCIL BILL 2020- 088

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING a budget adjustment amending the budget of the Department of
2 Public Works for Fiscal Year 2019-2020 in the amount of
3 \$2,000,000.00 to appropriate fund balance reserves from the 1/4-
4 Cent Capital Improvement Sales Tax to support construction of the
5 Fassnight Creek stormwater improvement project at the Springfield
6 Art Museum.
7 _____
8

9 WHEREAS, as part of the Master Plan for the Springfield Art Museum, the City of
10 Springfield, Department of Public Works, is engaged in a stormwater improvement project
11 on Fassnight Creek to naturalize the channel for flood mitigation and water quality
12 benefits by demolition and reconstruction of the channel, and thereafter site vegetation
13 restoration; and
14

15 WHEREAS, use of 1/4-Cent Capital Improvement Sales Tax funds in conjunction
16 with grants from various partners will fund the approximately 1,000 feet of channel
17 improvements, and is within the purpose of the tax; and
18

19 WHEREAS, an amendment to the budget of the Department of Public Works for
20 Fiscal Year 2019-2020 has been approved and recommended by the City Manager and
21 by the Director of Public Works.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized on behalf
27 of the City of Springfield, Missouri, to approve transfer of fund balance reserves of the
28 1/4-Cent Capital Improvement Sales Tax, in the amount of \$2,000,000.00, for the
29 purpose of stormwater improvements on Fassnight Creek at the Springfield Art
30 Museum.
31

32 Section 2 – The budget of the Department of Public Works for Fiscal Year 2019-
33 2020 is hereby amended in the accounts and in the amounts as shown on Budget

Adjustment No. 050, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 3 – City Council hereby finds that the budget adjustment made in Section 2 above has been recommended by the City Manager and further finds the adjustment necessary to allow the proper funding of the Fassnight Creek stormwater improvement project.

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

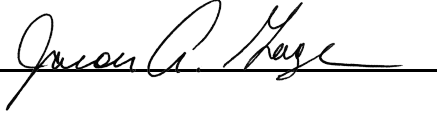
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-088

FILED: 04-28-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing a budget adjustment amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$2,000,000.00 to appropriate fund balance reserves from the 1/4-Cent Capital Improvement Sales Tax to support construction of the Fassnight Creek stormwater improvement project at the Springfield Art Museum.

BACKGROUND INFORMATION: As part of the Master Plan for the Springfield Art Museum, Fassnight Creek will be restored to a naturalized channel for flood mitigation and to benefit water quality. The project will improve approximately 1,000 linear feet of existing concrete channel. The project construction activities shall include demolition and removal of the existing concrete channel lining, channel cross section modification, and site vegetation restoration. The primary project objectives are to naturalize the channel and reduce the risk of flooding to the Art Museum and surrounding residential properties. This project is consistent with channel improvements shown in the Art Museum Master Plan.

Fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax will be appropriated by this proposed budget adjustment for construction, inspection, and administration of the Stormwater Improvement Project on Fassnight Creek at the Springfield Art Museum.

REMARKS: Additional funds for the project will be provided by grants from Missouri Department of Natural Resources ("MDNR"), Missouri Department of Conservation, and the James River Basin Partnership 319 Grant from the Environmental Protection Agency through MDNR. Public Works recommends approval of this Council Bill and budget adjustment.

This project supports the following City Council Priorities:

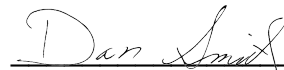
- Quality of Place
- Economic Vitality

Submitted by:



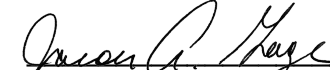
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
050

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
41080	20	73020	509110	102761	00000	\$ 2,000,000	Fassnight Creek Stormwater Improvements at the Art Museum
Net Expenditure Adjustment						\$ 2,000,000	

Fund Balance Appropriation:

Fund	Title	Amount
41080	1/4-Cent Capital Imp. Sales Tax	\$ (2,000,000)

Explanation: To amend the FY2019-20 budget by appropriating fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax for the Fassnight Creek Stormwater Improvements at the Art Museum.

Requested By:

Dan Smith 04/28/20
Department Head Date

Approved By:

D.L. Hill 04/28/20
Director of Finance Date

Authorization:

Council Bill No. 2020-088
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 04-28-20

Sponsored by: McGull

First Reading: May 4, 2020

Second Reading: _____

COUNCIL BILL 2020- 089

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Stormwater Improvements in the
2 Beechwood Heights neighborhood; accepting the bid of Hamilton &
3 Dad, Inc., in the amount of \$1,483,768.65 for the project; and
4 authorizing the City Manager, or his designee, to enter into a contract
5 with such bidder.
6 _____
7

8 WHEREAS, the Beechwood Stormwater Improvement project ("Project") will help
9 alleviate residential flooding along East Horning Street, East Walnut Street, and South
10 Elmwood Drive as depicted on "Exhibit A," which is attached hereto and incorporated
11 herein by this reference, and consists of retrofitting areas with ditches, curb and gutter,
12 box culverts, curb inlets and stormwater pipe, generally referred to as Plan No.
13 2015PW0091; and
14

15 WHEREAS, City Utilities will coordinate work in this area including water and gas
16 relocation and renewal, reimbursing the City for such work as is contained in this
17 contract; and
18

19 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
20 *Events* from March 13, 2020, through March 17, 2020, and all bids were opened on
21 April 7, 2020; and
22

23 WHEREAS, Hamilton & Dad, Inc., is the lowest responsive and responsible
24 bidder for the Project, plus added work for City Utilities, with a total contract value of
25 \$1,483,768.65. City Utilities will reimburse the City \$197,849.25 for eligible City Utilities
26 work, resulting in a net cost to the City of \$1,285,919.40 for Project.
27

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

31 Section 1 – City Council hereby approves the plans and specifications for the
32 Project generally referred to as Plan No. 2015PW0091, and accepts the bid of Hamilton
33 & Dad, Inc., for said Project and City Utilities eligible alternate work, at the total price

and sum of \$1,483,768.65, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a contract with said bidder, said contract to be in substantially similar form to the document attached hereto, and incorporated herein by this reference as “Exhibit B,” and in accordance with the terms of the bid, the plans, and the specifications, and to do all things necessary to carry out the intent of the contract.

Section 3 – All workers performing work under the contract attached hereto as “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable. Contractor shall fully comply with the provisions and requirements of the Missouri State Prevailing Wage Law. Contractors and any subcontractor performing work under this contract must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

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

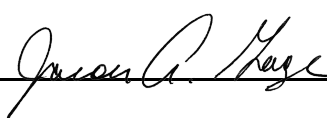
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-089

FILED: 04-28-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for Stormwater Improvements in the Beechwood Heights neighborhood; accepting the bid of Hamilton & Dad, Inc., in the amount of \$1,483,768.65, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The project consists of stormwater improvements to alleviate residential flooding along East Walnut Street, South Elmwood Drive, and East Horning Street (see location map "Exhibit A"). Stormwater improvements consist of retrofitting areas with roadside ditches, installation of curb and gutter, box culvert, curb inlets, and stormwater pipe. City Utilities is including water and gas relocation and renewal work, which was awarded at the discretion of City Utilities based on City Utilities project budget.

Bids were solicited for this project by advertising in *The Daily Events* from March 13 to March 17, 2020. Bids were opened April 7, 2020, at 10:30 a.m. with the following base bids received:

<u>Contractor</u>	<u>Base Bid Amount</u>
Hamilton & Dad, Inc.	\$1,257,047.90
Engineer's Estimate	\$1,100,716.06

At their discretion, City Utilities has elected to award, as part of this contract, all line items from City Utilities Add Alternate A, except items A15 and A17. The value of Add Alternate A minus these items is \$223,623.25. The City also elects to award Add Alternate B for concrete paving which adds \$3,097.50 to the contract. The resulting contract value is \$1,483,768.65. City Utilities will reimburse the City \$197,849.25 for eligible City Utilities work resulting in a net cost to the City of \$1,285,919.40. The low bid, if accepted, will be funded from the 1/4-cent Capital Improvement Sales Tax Stormwater Program which is already budgeted.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality

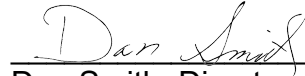
REMARKS: Public Works recommends acceptance of the bid of Hamilton & Dad, Inc., as the lowest responsible bid and passage of this Ordinance.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A



Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864- 1990 FAX: (417) 864-1907 ATTN: KIRKLAND PRESTON DEPT.: PUBLIC WORKS		NAME: HAMILTON & DAD, INC. ADDRESS: 9240 W. MOON SHADOW LANE SPRINGFIELD, MO65802 PHONE: 417-844-1025 FAX: 417-732-8437 ATTN: JERRY HAMILTON	

AGREEMENT

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

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

Stormwater Improvements Beechwood Heights – 2015PW0091

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 300 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities,

against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield, City Utilities of Springfield, and the Board of Utilities. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

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

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

(See, <http://insurance.mo.gov/industry/sovimunity.php>)

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation**....Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

- b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

- c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

- d. **Subcontracts**. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield, City Utilities of Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

- e. **Notice**. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **\$1,483,768.65** (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of **\$750.00 per day** for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen

or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at 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.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

13. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Choose Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **ONE MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED SIXTY-EIGHT Dollars and SIXTY-FIVE Cents (\$1,483,768.65)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

16. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (October 2019 Revised Edition)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

25. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. 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.

27. 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.

28. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED BY:

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

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

Minority Owned c

Women Owned c

Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or his/her designee



April 13, 2020

Kirkland Preston, PE
Department of Public Works – Stormwater
840 Boonville Ave.
Springfield, MO 65802

RE: Beechwood Heights Stormwater Improvements

Dear Kirkland,

After reviewing the bid received for the Beechwood Heights Stormwater Improvements project, we recommend award of Add Alternate A – City Utilities Gas & Water to Hamilton & Dad in its entirety with the following exceptions:

- A15 – Install 4" Steel Gas Main
- A17 – Install 14" Gas Main Lowering

The exclusion of these two items is due to a significant gap in cost between the engineer's estimate and contractor's bid price received. The Contractor's bid for items A15 & A17 exceeds the estimate by a factor of 6, or a total of \$315,534 added to the project. Reasons for the escalated cost are understood to be in part due to availability of specialized labor. A favorable market for construction likely also contributed to the discrepancy. It is our understanding that the Contractor has no objection to the omission of these items from the contract.

City Utilities is committed to continued partnership with the City of Springfield. With this partnership in mind, we propose line items A15 & A17 to be constructed by CU crews with the assistance of TEAM for a portion of A17. This change in approach will assist in bringing the project within expectations of cost, to the common benefit of taxpayers and CU rate payers. I estimate the cost for City Utilities to perform the work in lieu of the Contractor for line A17 is \$59,345.00 which is understood to be borne by the City per previous agreement. For City Utilities to perform the work in lieu of the Contractor for line A15 I estimate the cost at \$8,768.32 which is understood to be borne by City Utilities per the same previous agreement. In addition to line A17 the city agreed to pay for line items A14, A16 as well as the service relocation of 2619 E Walnut which includes 1 EA, A9 and A11. Please advise if this alternative arrangement is acceptable to you, and if there are any other considerations prohibiting us from awarding the bid in this manner.

Sincerely,

Jacob Anderson EIT
City Utilities of Springfield
NG&W Engineering

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 04-28-20

Sponsored by: Lear

First Reading: May 4, 2020

Second Reading: _____

COUNCIL BILL 2020- 090

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Surface
2 Transportation Program-Urban Program Agreement with the Missouri
3 Highways and Transportation Commission; and amending the budget
4 of the Department of Public Works for Fiscal Year 2019-2020, in the
5 amount of \$332,000.00, for the purpose of partially reimbursing the
6 base salaries of up to six City employees who operate and manage
7 the Transportation Management Center.
8 _____
9

10 WHEREAS, an Agreement has been proposed that would allow the use of
11 Surface Transportation Program ("STP") funds to reimburse the City for a portion of the
12 base salaries of up to six City employees who operate and manage the Transportation
13 Management Center ("TMC"); and
14

15 WHEREAS, the federal Surface Transportation Block Grant funds will reimburse
16 80 percent of the base salaries of said City employees; and
17

18 WHEREAS, the remaining portion of related base salary costs, all benefit costs,
19 and the required grant match will be funded by the existing Transportation Fund budget;
20 and
21

22 WHEREAS, a budget adjustment is required to appropriate a portion of the funds
23 associated with the Agreement.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 an Agreement with the Missouri Highways and Transportation Commission ("MHTC"),
30 said Agreement to be in substantially the same form as that document attached hereto
31 and incorporated herein by this reference as "Exhibit 1", and to do all things necessary
32 to carry out the intent of the agreement.
33

34 Section 2 – The budget of the Department of Public Works for Fiscal Year 2019-
35 2020, is hereby amended in the accounts and in the amounts as shown on Budget
36 Adjustment No. 046, a copy of which is attached hereto and incorporated herein by this
37 reference as “Exhibit 2.”
38

39 Section 3 – The City Manager is directed to cause the appropriate accounting
40 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

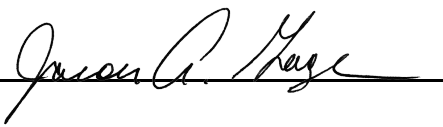
45 Passed at meeting: _____
46
47

48 _____
49 Mayor
50

51 Attest: _____, City Clerk
52

53 Filed as Ordinance: _____
54

55
56 Approved as to form: , Assistant City Attorney
57

58
59 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-090

FILED: 04-28-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission to partially reimburse the base salaries of up to six City employees who work at the Transportation Management Center; and amending the Fiscal Year 2019-2020 budget for the Department of Public Works in the amount of \$332,000 to appropriate federal Surface Transportation Block Grant funds.

BACKGROUND INFORMATION: In collaboration with Missouri Department of Transportation (“MoDOT”) staff, the Transportation Management Center (“TMC”) is operated and managed by six Public Works employees. Base salaries and benefit costs for all six City employees are budgeted in the Transportation Fund. Last year, federal Surface Transportation Block Grant (“STBG”) funds were used to fund 80 percent of the base salaries for City TMC staff. The remaining 20 percent of the base salary costs were funded by the Transportation Fund which has been utilized to meet the matching requirements of the federal STBG funds. Employee benefit costs, also funded by the Transportation Fund, are not eligible for grant reimbursement.

The use of federal STBG funds for another one-year period to reimburse 80 percent of the base salaries of six City TMC employees will reduce base salary expenses that would otherwise be budgeted and funded by the Transportation Fund during Fiscal Year 2020-2021. The estimated annual base salary cost of the six positions is approximately \$415,000. Approval of this ordinance authorizes the City Manager to enter into the Surface Transportation Program (“STP”)-Urban Program Agreement needed to continue using federal funds for 80 percent of the base salaries (\$332,000) for another one-year period as estimated on the budget adjustment. The grant match requires 20 percent of the base salary costs (\$83,000) to continue to be funded by the Transportation Fund budget. All benefit costs will also continue to be funded by the Transportation Fund.

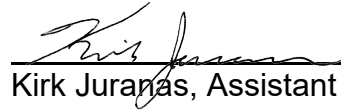
Supports the following 2020 City Council Priorities:

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

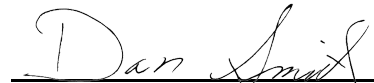
REMARKS: A Transportation Improvement Program (“TIP”) project has been prepared to allow the use of federal STBG funds for these base salaries. Public Works recommends

approval of this Council bill and budget adjustment.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:

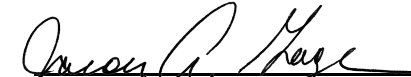

Jason Gage, City Manager

EXHIBIT 1

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/16 (MWH)
Modified: 02/19 (MWH)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5905(809) TIP# MO2101
Award Year: 2019
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Greene County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5905(809) involves:

Salaries of the Engineers and Technicians that operate, manage, and provide necessary traffic data for the Transportation Management Center of the Ozarks and Ozarks Traffic Intelligent Transportation System for the City of Springfield. Construction is not contemplated by this agreement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5905(809) by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: The

Transportation Management Center located at 1107 W. Chestnut Expressway, Springfield, Missouri 65802.

(3) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(4) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit B. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as

stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(5) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5905(809) or contemplated by this Agreement.

(6) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$332,000.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(7) WORK ON STATE RIGHT OF WAY: There are no contemplated improvements for Project STBG-5905(809) which will involve work on the state's right of way.

(8) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(9) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(10) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(11) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(14) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(15) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(16) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Tom Dancey, P.E.
840 Boonville

Springfield, MO 65802
Facsimile No.:417-864-1983

(B) To the Commission:
Chad Zickefoose, P.E.
3025 E. Kearney
Springfield, MO 65803
Facsimile No.:417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(17) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this

Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (17) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(18) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(19) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(20) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ day of _____, 2020.

Executed by the Commission this _____ day of _____, 2020.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No: _____

Exhibit A - Location of Project

TMC Salaries Location Map

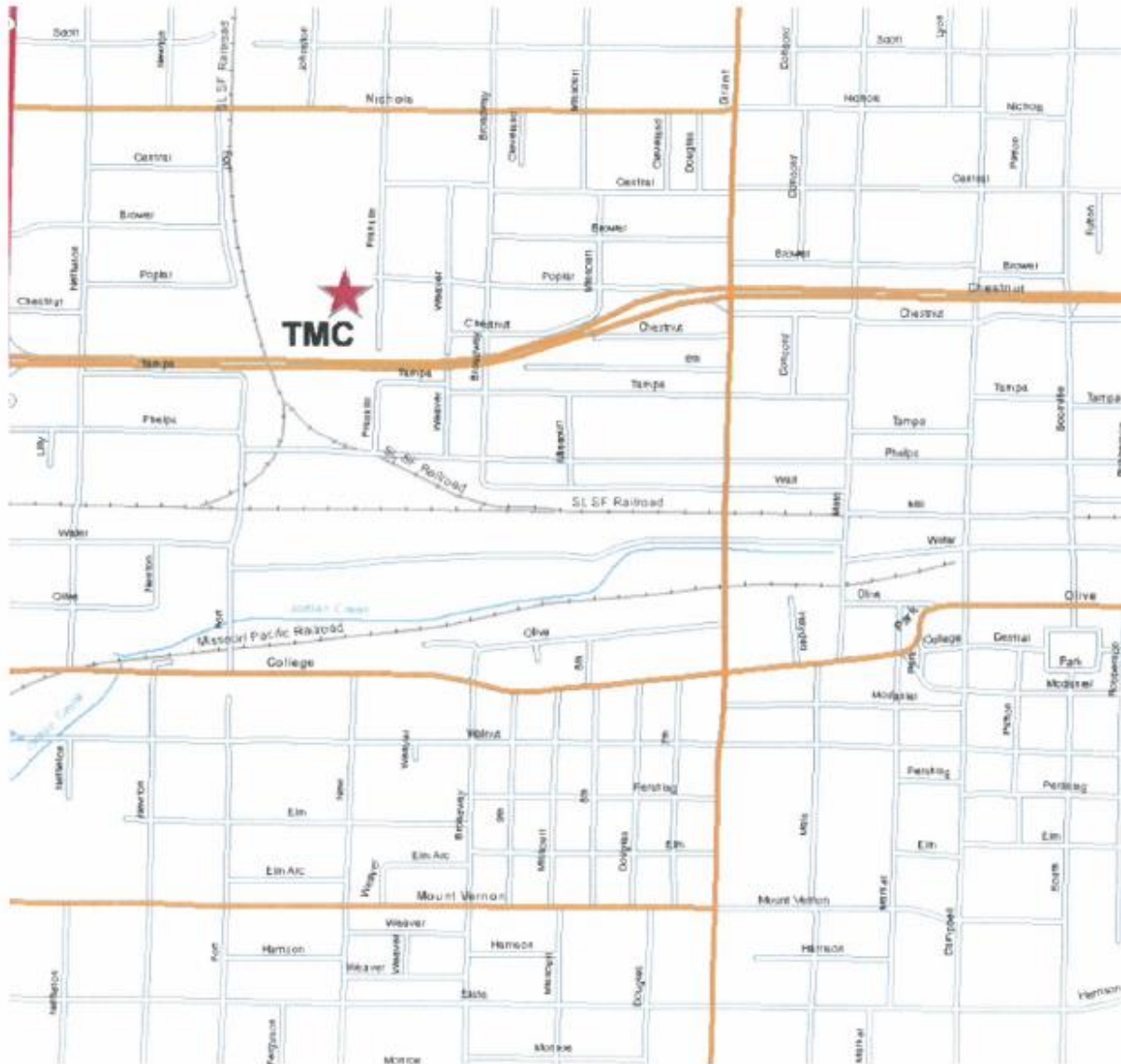


Exhibit B

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Exhibit B

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

Exhibit B

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

Exhibit B

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

Exhibit B

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Exhibit B

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Exhibit B

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

Exhibit B

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Exhibit B

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

Exhibit B

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

Exhibit B

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit B

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
046

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 332,000	Federal STBG Grant Revenues for 80% of TMC Base Salaries
Net Revenue Adjustment						\$ 332,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	500110	000000	00000	\$ 332,000	TMC Salaries (80% of Base Salaries) Funded By Federal Grant
28010	20	78020	500110	000000	00000	(332,000)	TMC Salaries-6 Positions - FY 2020-2021 Savings - 12 Months
Net Expenditure Adjustment						-	

Fund Balance Appropriation:

Fund	Title	Amount
46040	PW U.S. Dept. of Transportation Grants	-
28010	PW Transportation Fund	\$ 332,000

FY 2020-2021 Savings - 12 Months

Explanation: To appropriate federal STBG grant funds for 80% of the base salaries of six (6) staff positions at the Transportation Management Center (TMC) based on the proposed STP Urban Agreement. The City grant match of 20% will be from the remaining 20% of base salaries and will be funded by the Transportation Fund operating budget. One-year grant award estimated to be effective for 12 months of FY 2021 beginning July 1st.

Requested By:

Dan Smith 04/28/20
Department Head Date

Approved By:

DL Hill 04/28/20
Director of Finance Date

Authorization:

Council Bill No. 2020-090
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 04-28-20

Sponsored by: Ollis

First Reading: May 4, 2020

Second Reading: _____

COUNCIL BILL 2020- 091

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an Encroachment
2 License Agreement with Ozarks Technical Community College, to
3 allow for the construction, installation and maintenance of
4 pedestrian lighting and associated conduit along the 900–1000
5 block of East Pythian Street.
6
7

8 WHEREAS, certain encroachments on City rights-of-way require the approval of
9 City Council; and
10

11 WHEREAS, Ozarks Technical Community College, has requested permission to
12 construct, install and maintain pedestrian lighting and associated conduit along the
13 public right-of-way at 900–1000 East Pythian Street as depicted in "Exhibit 2," which is
14 attached hereto and incorporated herein by this reference; and
15

16 WHEREAS, the City wishes to enter into an Encroachment License Agreement
17 with Ozarks Technical Community College, to allow this encroachment.
18

19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 SPRINGFIELD, MISSOURI, as follows, that:
21

22 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
23 an Encroachment License Agreement with Ozarks Technical Community College, to
24 allow for the construction, installation and maintenance of pedestrian lighting and
25 associated conduit along and underneath the public right-of-way of the 900–1000 block
26 of East Pythian Street; said agreement to be in substantially similar form as that
27 document attached hereto and incorporated herein by reference as "Exhibit 1."
28

29 Section 2 – The encroachment authorized by this Ordinance shall comply with all
30 applicable provisions of City Code.
31

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

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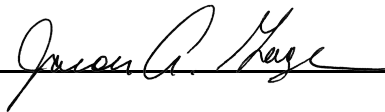
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-091

FILED: 04-28-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a License Agreement with Ozarks Technical Community College to allow for the construction, installation and maintenance of pedestrian lighting and associated conduit along the 900–1000 block of East Pythian Street.

BACKGROUND INFORMATION: Ozarks Technical Community College (“OTC”) will be constructing a parking lot, in line with their existing Campus Master Plan, that fronts Pythian Street. Part of this plan consist of aesthetic pedestrian lighting along a portion of Pythian Street to enhance the overall aesthetics of this area of their campus as well as provide safety measures for students who utilize the sidewalk and/or parking lot.

The License Agreement, which is attached as “Exhibit 1,” permits OTC to erect, install, and maintain pedestrian lighting in public right of way. Proof of insurance has been received by the Department of Public Works to protect the interests of the City of Springfield in connection with this project. There is no cost to the City.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality
- Quality of Place

REMARKS: Public Works recommends approval of this Council bill.

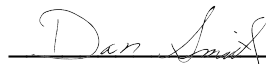
Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:

Approved by:



Dan Smith, Director of Public Works



Jason Gage, City Manager

Exhibit 1

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) LICENSEE	(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. _____	
CITY		LICENSEE	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1950 FAX: (417) 864-1929 ATTN: DAN SMITH DEPT: PUBLIC WORKS		OZARKS TECHNICAL COMMUNITY COLLEGE 1001 E. CHESTNUT EXPY. SPRINGFIELD, MO 65802 PHONE: (417) 447-2601 ATTN: ROB RECTOR EMAIL: RECTORR@OTC.EDU	

LICENSE AGREEMENT FOR ENCROACHMENT

This License Agreement, made and entered into this _____ day of _____, 2020, by and between Community College District of Central Southwest Missouri aka Ozarks Technical Community College (hereinafter "Licensee"), a political subdivision, and the City of Springfield, Missouri, a municipal corporation, (hereinafter "City").

WITNESSETH:

Whereas, the City of Springfield, Missouri, is the owner of certain street right-of-way along the 900 to 1000 blocks of Pythian Street in Springfield, Missouri, and

Whereas, Licensee is a public community college organized under the laws of the State of Missouri, with its principal offices at 1001 E. Chestnut Expy., Springfield, MO 65802.

Whereas, Licensee desires to install pedestrian lighting including poles and conduit along the City Rights-of-Ways described in **Exhibit A**, attached hereto and incorporated herein, and

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by the City and Licensee, as follows:

1. License to Install Conduit: City hereby grants to Licensee, its subcontractors, employees and agents, a license to enter upon City property for the purpose of installing, testing, repair and maintenance of conduit, light poles and appurtenant equipment (hereinafter "Encroachments") to be installed as near as feasible to the location shown on **Exhibit A**, which is attached hereto and incorporated by reference. This license shall commence on the date of the execution of this agreement and shall continue until terminated by either party. Upon termination, all conduit shall be removed by Licensee and the right-of-way premises restored to the satisfaction of City upon termination of this license.

2. Location of Conduit: The conduit location selected by Licensee shall be approved by a designated representative of the City's Department of Public Works prior to installation, who may regulate the time of the work and may require the work to be stopped at any time, in his discretion. Licensee, however, shall have full responsibility for the location of the Encroachments installed. Installation and removal of the Encroachments shall be undertaken pursuant to an excavation permit from the Director of Public Works, subject to the requirements of the applicable City ordinances. Licensee shall conduct its activities so as to minimize any damage to City property and interference with the movement of motor vehicles in the areas where the Encroachments are installed. Adequate guards and warning signs or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices will be provided by Licensee during construction.

3. Indemnity: Licensee, in consideration for the grant of this license, agrees to defend and indemnify, and save the City and its duly elected officials, employees and agents, harmless from any and all claims, demands, causes of action, damages, judgments, costs, attorney fees or expenses, of any sort or kind whatsoever, including all damages for any injuries

to person or persons, including death, or to property, arising out of or in connection with the activities on the property by Licensee, its subcontractors, agents and employees, notwithstanding any possible negligence on the part of the City, its duly elected officials, agents or employees, whether sole, concurrent or otherwise.

4. **Insurance:** Without limiting any of the other obligations or liabilities of Licensee, Licensee shall secure and maintain at its own cost and expense, throughout the duration of this license and until all Encroachments are removed by Licensee and the right-of-way premises restored to the satisfaction of City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the license. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of Licensee to maintain adequate insurance coverage at all times during the term of the license. Failure of Licensee to maintain coverage shall not relieve it of any responsibility or obligation or liability in general or under the license.

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

City of Springfield - Public Works P.O. Box 8368, Springfield, MO 65801-8368

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

(See, <http://insurance.mo.gov/industry/sovimunity.php>)

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

a. **Workers' Compensation....**Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Collapse, and Underground Property Damage. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Licensee agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Licensee, its employees, officers or agents. Licensee agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Environmental/Pollution Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this license, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

e. **Subcontracts.** In case any or all of this work is sublet, Licensee shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Licensee shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

5. Conformity with Environmental Regulations: Licensee shall not cause or create any environmental hazards on the property, nor violate any other governmental laws or regulations which may be applicable to its activities on the premises and shall obtain any and all licenses, permits or consents which may be required for its activities on the premises. Licensee shall insure that its activities do not interfere, directly or indirectly, with any City operations. Licensee shall insure that any subcontractor shall comply with the requirements of this paragraph.

6. Restoration of Premises: Licensee will, at its own expense, promptly upon completion of the work, restore the premises to their pre-existing condition and to the satisfaction of the Department of Public Works.

7. Change in Grade: If the City changes the grade of the right-of-way, or changes the location of the street surface, improvements, structures or appurtenances located thereon during the term of the license, or any extensions thereof, thereby necessitating work on or relocation of the conduit, such work or relocation shall be at Licensee's sole cost and expense.

8. Compensation: No compensation will be payable from the City to Licensee, nor will Licensee be required to pay to City any rent or other fee for entry upon City premises, in accordance with this agreement.

9. Conflict of Interest: Licensee certifies that no member or officer of its company is an officer or employee of the City, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract, nor is there any conflict of interest under state law.

10. Discrimination: The Licensee agrees not to discriminate on the basis of or because of the race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any person in connection with its activities under the license.

11. Assignment: This License may not be assigned to any other party. City must approve any subcontractor performing work under this license.

12. Notices: All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

13. Entire Agreement: This document and the exhibit attached hereto contain the entire agreement between 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.

14. Applicable Law: This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri and in litigation pertaining hereto venue shall be proper only in the Circuit Court of Greene County, Missouri.

[Remainder of page intentionally blank.]

EXHIBIT "A"

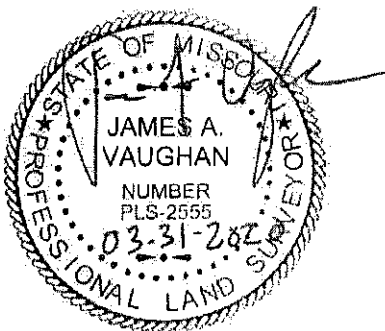
PROPERTY DESCRIPTION FOR LIGHTING AREA DESCRIBED AS FOLLOWS:

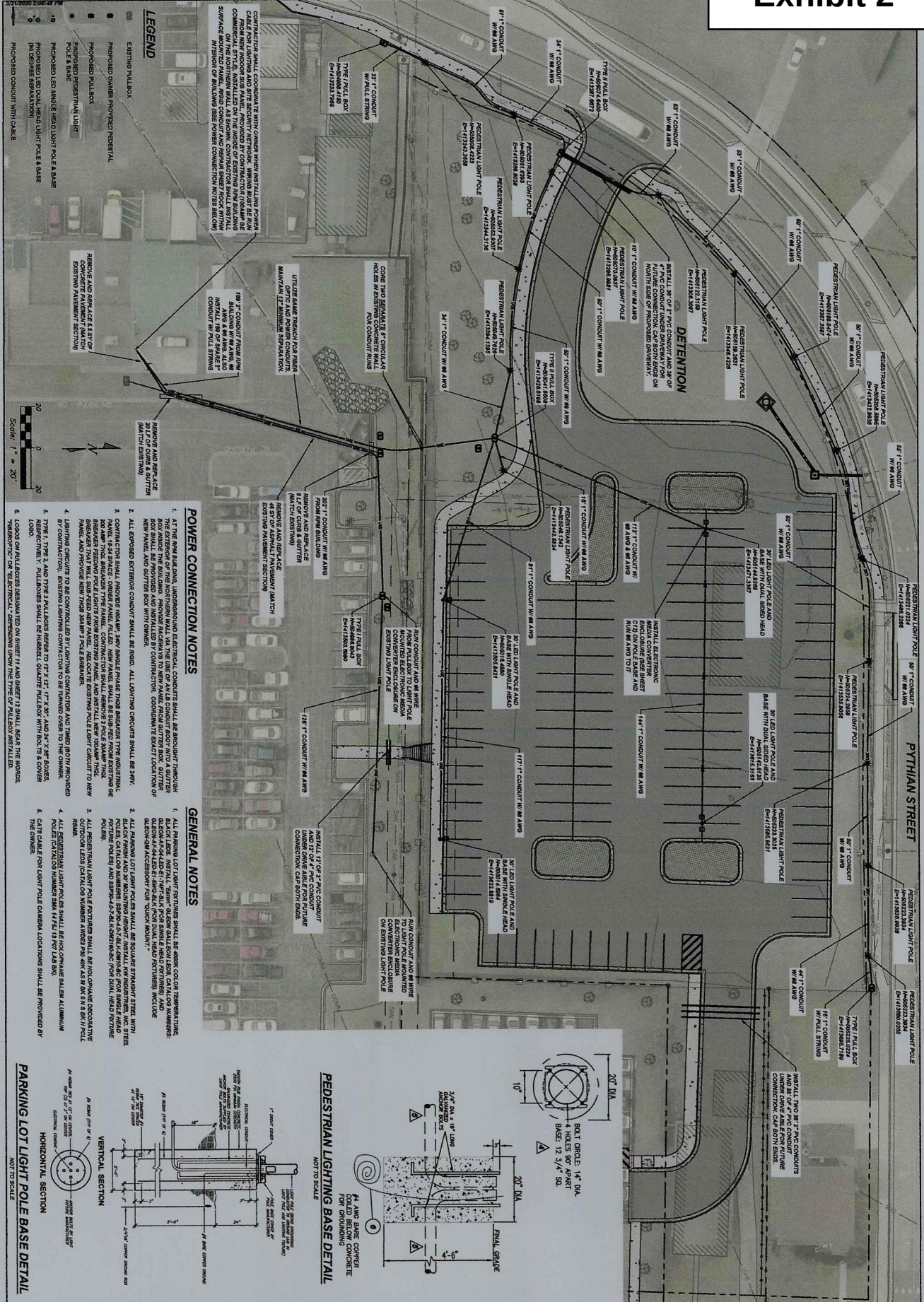
A 10 FOOT WIDE TRACT BEING LOCATED IN THE SOUTHERLY RIGHT OF WAY OF PYTHIAN STREET, BEING ADJACENT TO THE SOUTHERLY RIGHT OF WAY OF PYTHIAN STREET, AND BEING ADJACENT TO THE EXISTING NORTHWESTERLY LINE OF LOTS 17, 18, 19 AND 20 OF SILVER SPRINGS SUBDIVISION, RECORDED IN PLAT BOOK GG, PAGE 23, GREENE COUNTY RECORDERS OFFICE, AND BEING ADJACENT TO THE EXISTING NORTH LINES OF LOTS 27, 28, 29 AND 30, BLOCK 5 OF J.M. RICHARDSON'S 2ND ADDITION, RECORDED IN PLAT BOOK A, PAGE 28, GREENE COUNTY RECORDER'S OFFICE, ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 29 NORTH, RANGE 22 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 25 OF SAID J.M. RICHARDSON'S 2ND ADDITION;
THENCE SOUTH 89°18'13" WEST, ALONG THE SOUTH LINE OF PYTHIAN STREET, A DISTANCE OF 150.32 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 01°55'33" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 2.20 FEET;
THENCE SOUTH 88°59'42" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 91.30 FEET;
THENCE SOUTH 89°18'05" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 81.52 FEET;
THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY LINE, 331.48 FEET ALONG A 270.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 55°31'38" WEST, 311.05 FEET;
THENCE SOUTH 20°21'22" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 7.86 FEET;
THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY LINE, 38.99 FEET ALONG A 330.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 23°44'26" WEST, 38.96 FEET;
THENCE NORTH 89°09'48" WEST, LEAVING SAID RIGHT OF WAY LINE, A DISTANCE OF 11.20 FEET;
THENCE NORTHEASTERLY 42.76 FEET ALONG A 320.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 24°11'04" EAST, 42.73 FEET;
THENCE NORTH 20°21'22" EAST, A DISTANCE OF 7.86 FEET;
THENCE NORTHEASTERLY 343.76 FEET ALONG A 280.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 55°31'38" EAST, 322.57 FEET;
THENCE SOUTH 89°18'05" EAST, A DISTANCE OF 81.37 FEET;
THENCE NORTH 88°59'42" EAST, A DISTANCE OF 91.66 FEET;
THENCE SOUTH 01°55'33" WEST, A DISTANCE OF 7.81 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 5,593 SQUARE FEET

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; CORPORATE LAND SURVEY NUMBER 2007008003.





36 Attest: _____, City Clerk

37

38 Filed as Resolution _____

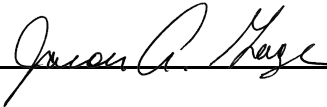
39

40

41 Approved as to form: , Assistant City Attorney

42

43

44 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-095

FILED: 05-12-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Adopting a Resolution approving changes in the Articles of Incorporation of the Ozarks Transportation Organization regarding the distribution of assets upon dissolution.

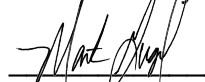
BACKGROUND INFORMATION: The Ozarks Transportation Organization (“OTO”) is the transportation Metropolitan Planning Organization for the Springfield region. It includes local elected and appointed officials from Christian and Greene Counties, and the cities of Battlefield, Nixa, Ozark, Republic, Springfield, Strafford, and Willard. It also includes technical staffs from the Missouri Department of Transportation, Federal Highway Administration, Federal Transit Administration, and the Federal Aviation Administration. As a nonprofit corporation, the OTO is required to have Articles of Incorporation on file with the Missouri Secretary of State. Upon a recent review of the OTO Bylaws, it was determined that revisions were needed for the Articles of Incorporation as they relate to distribution of assets at such time that the OTO would become dissolved. The OTO Board of Directors approved this amendment which would provide for the distribution of assets to all dues paying members in proportion to the dues paid. In order to meet legal requirements to file these revised Articles of Incorporation with the State, each member agency is required to adopt a resolution approving this change.

Supports the following City Council Priorities:

- Fiscal Sustainability

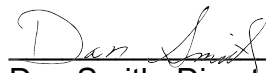
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



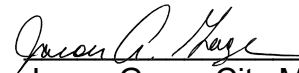
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRINGFIELD,
MISSOURI**

Adopted at a Regular Meeting on May 18, 2020

At a regularly scheduled meeting of the City Council of Springfield, Missouri (the (“**Entity**”)) held on May 18, 2020, the following resolution was adopted by a vote of ____ to ____: These resolutions shall be effective as of the date set forth above:

**APPROVAL OF THE AMENDMENT TO
ARTICLES OF INCORPORATION OF A NONPROFIT CORPORATION FOR
OZARKS TRANSPORTATION ORGANIZATION**

WHEREAS, the Ozarks Transportation Organization (the “**Organization**”), a Missouri nonprofit corporation, is the Metropolitan Planning Organization for this region of southwest Missouri, as mandated by the Federal Aid Highway Act of 1962, as amended, the Urban Mass Transportation Act of 1964, as amended, the Airport and Airway Development Act of 1970 and other subsequent laws setting forth requirements for transportation planning for all modes of travel;

WHEREAS, that Entity is a member of the Organization;

WHEREAS, the Articles of Incorporation of the Organization were dated and filed with the Missouri Secretary of State on April 23, 2008, (the “**Articles**”);

WHEREAS, the Articles were filed at a time at which the City of Springfield was the only member of the Organization, and its Articles provided that, upon the Organization’s dissolution, all of its assets would be distributed to the City of Springfield;

WHEREAS, the Board of Directors (the “**Board**”) of the Organization deems it advisable that ARTICLE VII of the Articles be amended in such a manner that upon the Organization’s dissolution, its assets would be distributed among all of its dues-paying members, in proportion to the amount of dues paid in its most recent fiscal year;

WHEREAS, pursuant to the applicable provisions under RSMo 355.561 of the Nonprofit Corporation Law of the State of Missouri, the Articles may be amended by the authorization of the Organization’s Board and the majority vote of its members.

NOW, THEREFORE, BE IT RESOLVED, the Entity does hereby vote in favor that the amendment to the Articles (the “**Articles Amendment**”) be approved.

RESOLVED FURTHER, that the terms of said Articles Amendment are hereby approved to reflect that upon dissolution of the Organization, the assets of the Organization shall be distributed among the Organization dues-paying members, in proportion to the amount of dues paid in its most recent fiscal year.

GENERAL AUTHORITY

RESOLVED, that any and all actions, whether previously or subsequently taken by the officers of the Entity, which are consistent with the intent and purposes of the foregoing resolutions and the consummation of the transactions contemplated therein, shall be and the same hereby are, in all respects, ratified, approved and confirmed.

RESOLVED FURTHER, that each of the officers of the Entity is hereby authorized and directed to execute and deliver any and all documents and to take such other action as he or she deems necessary, advisable, or appropriate to carry out the purposes and intent, but within the limitations, of the foregoing resolutions, the execution, delivery or taking of such actions to be conclusive evidence that the same have been authorized by these resolutions.

CERTIFICATE

The foregoing Resolution was duly adopted by the Entity as of May 18, 2020.

City Clerk

[End of Resolution; Remainder of Page Intentionally Left Blank]

One rdg. X
P. Hrngs.
Pgs. 88
Filed: 05-12-20

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2020 -096

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to apply for and accept a grant
2 from the United States Department of Transportation, Federal
3 Aviation Administration, as part of the Coronavirus Aid, Relief, and
4 Economic Security Act, to the City, by and through the Springfield-
5 Branson National Airport Board in an amount of \$9,259,051.00, for
6 the purpose of providing funds for the Springfield-Branson National
7 Airport Board to prevent, prepare for, and respond to the impacts of
8 the COVID-19 public health emergency; amending the budget of the
9 Airport Board for Fiscal Year 2019-2020 in the amount of
10 \$9,259,051.00; and declaring that this bill qualifies for approval in
11 one reading.
12

13 WHEREAS, the City, by and through the Springfield-Branson National Airport
14 Board (the "Airport Board"), has received approval from the United States Department
15 of Transportation, Federal Aviation Administration for \$9,259,051.00 in grant relief as
16 part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, on a grant
17 application made by the Airport Board; and
18

19 WHEREAS, this amendment to the budget for the City of Springfield, Missouri,
20 for the Fiscal Year 2019-2020 has been approved and recommended by the City
21 Manager of Springfield; and
22

23 WHEREAS, the United States Department of Transportation, Federal Aviation
24 Administration and the City desire to enter into an agreement to govern the terms of this
25 grant.
26

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

30 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
31 apply for and accept grant funds from the United States Department of Transportation,
32 Federal Aviation Administration, in the amount of \$9,259,051.00 in grant relief as part of

the Coronavirus Aid, Relief, and Economic Security ("CARES") Act, and to execute the Agreement between the City and the United States Department of Transportation, Federal Aviation Administration, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 – City Council hereby amends the budget for Fiscal Year 2019-2020 of the Springfield-Branson National Airport Board in the accounts and in the amounts as shown on Budget Adjustment No. 048, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit B."

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager and further finds that the budget adjustment herein is necessary to meet the need for relevant public expenditure.

Section 4 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent and to do all things necessary to carry out the intent of this grant.

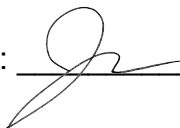
Section 5 – City Council hereby finds and declares that this Ordinance authorizes entering a contract with a state or federal government agency for the purpose of receiving grant monies from the same and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25). Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-096

FILED: 05-12-20

ORIGINATING DEPARTMENT: Airport

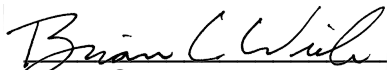
PURPOSE: Authorizing the City Manager, or his designee, to apply for and accept a grant from the United States Department of Transportation, Federal Aviation Administration, as part of the Coronavirus Aid, Relief, and Economic Security Act, to the City, by and through the Springfield-Branson National Airport Board in an amount of \$9,259,051.00, for the purpose of providing funds for the Springfield-Branson National Airport Board to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency; amending the budget of the Airport Board for Fiscal Year 2019-2020 in the amount of \$9,259,051.00; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The objective of this grant is to assist the airport to endure the economic impact of the COVID-19 public health emergency. The outcome of the project will result in supplementing debt service and employee salaries during this time.

REMARKS: The Airport Board recommends that the City accept this grant.

Submitted by:

Approved by:


Brian C. Weiler, Director of Aviation


Jason Gage, City Manager

Exhibit A

3-29-0077-058-2020



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

April 29, 2020

Mr. Brian C Weiler, AAE
Director of Aviation
Springfield-Branson National Airport
2300 N Airport Blvd, Suite 100
Springfield, MO 65802

Dear Mr. Weiler:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-29-0077-058-2020 for Springfield-Branson National Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 1st**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be automatically routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, the FAA will email a copy of the executed grant to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, please email me to close the grant. I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Todd Madison
Missouri State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	<u>April 29, 2020</u>
Airport/Planning Area	<u>Springfield-Branson National</u>
CARES Grant Number	<u>3-29-0077-058-2020</u>
Unique Entity Identifier	<u>024706756</u>
TO:	<u>City of Springfield</u>
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated **April 21, 2020**, for a grant of Federal funds at or associated with the **Springfield-Branson National Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the **Springfield-Branson National Airport** (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to **Springfield-Branson National** incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the

Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$9,259,051.00.**
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **June 1st, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or

misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not

excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Employee Retention.** Springfield-Branson National Airport, as a small, medium or large hub airport, agrees to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The Sponsor shall provide to the FAA the number of employees employed as of March 27, 2020, within 10 business days of this Grant being awarded. Provided further, the Sponsor will report to the FAA the number of employees as of June 30, September 30, and December 31 of 2020, within 10 business days of the end of each reporting period.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

23. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
- A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
24. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
25. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
- A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
26. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
27. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
28. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated April 29, 2020

City of Springfield

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: **Jason A. Gage**

(Typed Name of Sponsor's Authorized Official)

Title: **City Manager**

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic

communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.

- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned

or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the

provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
048

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51010	01	46010	416010			\$ 2,894,179	FAA Grant Revneue - CARES Act
51140	01	46010	416010			6,364,872	FAA Grant Revneue - CARES Act
Net Revenue Adjustment						\$ 9,259,051	

Expenditures:

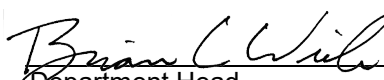
Fund	Dept	Org	Account	P&G	Location	Amount	Description
51010	01	46010	500100			\$ 2,894,179	Airport salaries
51140	01	46010	509320			6,364,872	Principal and interest payment on terminal debt
Net Expenditure Adjustment						\$ 9,259,051	

Fund Balance Appropriation:

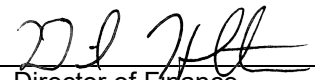
Fund	Title	Amount

Explanation: To amend the FY2019-20 budget, appropriating Federal Aviation Administration grant funds for allowable operating expenses. The airport is using the CARES funding to pay for terminal debt service and airport salaries.

Requested By:

 5/12/20
Department Head Date

Approved By:

 5/12/20
Director of Finance Date

Authorization:

Council Bill No. 2020-096
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. X
Pgs. 262
Filed: 05-12-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 097

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Springfield IDEA Commons Tax Increment Financing Plan,
2 establishing a redevelopment area, designating the redevelopment
3 area as a blighted area, making other required findings for the
4 redevelopment plan and directing staff to implement the
5 redevelopment plan.
6 _____

7
8 WHEREAS, City staff has worked with The Vecino Group, LLC, the proposed
9 developer (“Developer”), and Missouri State University (“MSU”) to prepare the
10 Springfield IDEA Commons Tax Increment Financing Plan (as amended and attached
11 hereto and incorporated herein by this reference as “Exhibit A,” hereinafter the “TIF
12 Plan”) pursuant to the Real Property Tax Increment Allocation Redevelopment Act,
13 Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “TIF Act”), for the
14 redevelopment of the area located generally within the bounds of East Tampa Street to
15 the north, North Boonville Avenue to the west, North Robberson Avenue and the
16 “efactory” building located at 405 North Jefferson Avenue to the east, and a set of
17 railroad tracks running parallel to and north of East Water Street to the south, containing
18 approximately 3.5 acres of land (the “Redevelopment Area”) that is proposed to be
19 developed in a single redevelopment project described under the TIF Plan (the
20 “Redevelopment Project”); and
21

22 WHEREAS, pursuant to the provisions of the Act, the Tax Increment Financing
23 Commission of the City of Springfield, Missouri, (“TIF Commission”) was composed of
24 representatives from the City and from the affected taxing jurisdictions for the purpose
25 of conducting a public hearing and making recommendations with respect to the TIF
26 Plan to the City Council of the City of Springfield, Missouri, (“City Council”); and
27

28 WHEREAS, on January 7, 2020, the Land Clearance for Redevelopment
29 Authority reviewed the Blight Study that is attached to the TIF Plan as “Exhibit 8” and
30 recommended that City Council find that the property described therein is blighted as
31 set forth in the study; and
32

33 WHEREAS, in accordance with the written procedures relating to bids and
34 proposals for implementation of redevelopment projects as adopted by the City, on April
35 4, 2020, the City published in *The Springfield News-Leader* a notice of request for
36 proposals for the implementation of the redevelopment project for the TIF Plan, which
37 provided reasonable opportunity for any person to submit proposals for the
38 redevelopment project in compliance with Section 99.820.1(3) of the Revised Statutes
39 of Missouri; and
40

41 WHEREAS, the City received no additional proposals in response to the
42 published request for proposals; and
43

44 WHEREAS, on May 4, 2020, after due notice in accordance with the Act, the TIF
45 Commission held a public hearing, at which all interested persons and taxing districts
46 affected by the TIF Plan were afforded an opportunity to make comments, file written
47 objections, protests, and be heard orally regarding adoption of the TIF Plan; and
48

49 WHEREAS, on May 4, 2020, the TIF Commission having heard and considered
50 the objections, protests, comments, and other evidence adduced at the public hearing,
51 voted to approve Resolution 2020-1 which recommends that City Council make certain
52 required findings and amend and approve the TIF Plan; and
53

54 WHEREAS, on May 18, 2020, at a regularly scheduled meeting, City Council
55 considered the TIF Plan, the recommendations of the TIF Commission, the
56 recommendations of City staff, and provided parties in interest and citizens an
57 opportunity to be heard regarding the TIF Plan; and
58

59 WHEREAS, having heard and considered the objections, protests, comments,
60 and other evidence adduced at the meetings, the evidence and testimony submitted at
61 the TIF Commission public hearing, the recommendations of the TIF Commission, the
62 recommendations of City staff, and the input of interested persons and citizens, City
63 Council desires to designate the Redevelopment Area, declare the Redevelopment
64 Area as a blighted area and approve the TIF Plan.
65

66 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
67 SPRINGFIELD, MISSOURI, as follows, that:
68

69 Section 1 – City Council hereby makes the following findings for approval of the
70 TIF Plan:
71

- 72 A. The TIF Plan sets forth in writing a general description of the program to be
73 undertaken to accomplish its objectives, including the estimated redevelopment
74 project costs, the anticipated sources of funds to pay the costs, evidence of the
75 commitments to finance the project costs, the anticipated type and term of the
76 sources of funds to pay costs, the anticipated type and terms of the obligations to
77 be issued, the most recent equalized assessed valuation of the property within
78 the Redevelopment Area which is to be subjected to payments in lieu of taxes

79 and economic activity taxes pursuant to Section 99.845, RSMo, an estimate as to
80 the equalized assessed valuation after redevelopment, and the general land uses
81 to apply in the Redevelopment Area.
82

- 83 B. The Redevelopment Area on the whole is a blighted area, as such term is
84 defined in Section 99.805(1), RSMo, due to the presence of blighting factors as
85 set forth in "Exhibit 8" to the TIF Plan, and the TIF Plan, including that the
86 Redevelopment Area is characterized by unsanitary and unsafe conditions,
87 deterioration of site improvements, and conditions which endanger life and
88 property, and that the area suffers from economic underutilization and is an
89 economic liability for the City and a menace to the public health, safety, morals or
90 welfare in its present condition and use. The TIF Plan is also accompanied by an
91 affidavit, signed by the Developer and set forth in "Exhibit 11" to the TIF Plan,
92 attesting to the blighting conditions of the Redevelopment Area.
93
- 94 C. The proposed redevelopment satisfies the "but for" test set forth in Section
95 99.810, RSMo, in that the Redevelopment Area has not been subject to growth
96 and development through investment by private enterprise and would not
97 reasonably be anticipated to be developed without the adoption of tax increment
98 financing. The TIF Plan is accompanied by an affidavit, signed by the Developer
99 and set forth in "Exhibit 11," attesting to this finding.
100
- 101 D. The TIF Plan is in conformance with the Comprehensive Plan for the
102 development of the City as a whole.
103
- 104 E. The TIF Plan contains estimated dates of completion of the Redevelopment
105 Project and estimated dates for the retirement of obligations incurred to finance
106 redevelopment project costs, and said dates are not more than twenty-three (23)
107 years from the adoption of an ordinance approving a Redevelopment Project
108 within the Redevelopment Area.
109
- 110 F. A Relocation Plan has been developed for relocation assistance for businesses
111 and residences, and the relocation of any business or residents in the
112 Redevelopment Area, if necessary, will take place in accordance with the
113 Relocation Plan attached to the TIF Plan as "Exhibit 10."
114
- 115 G. The TIF Plan is accompanied by a Cost/Benefit Analysis showing the economic
116 impact of the TIF Plan on each taxing district and political subdivision within the
117 Redevelopment Area if the proposed Redevelopment Project is built pursuant to
118 the TIF Plan or is not built, and the Commission received evidence that the
119 proposed Redevelopment Project is financially feasible to undertake with TIF
120 assistance in the form of the Developer's Return on Investment Calculations
121 attached to the TIF Plan as part of "Exhibit 11."
122
- 123 H. The Plan does not include the initial development or redevelopment of any
124 gambling establishment.

- 125
126 I. The area selected for the Redevelopment Project includes only those parcels of
127 real property and improvements thereon which will be directly and substantially
128 benefited by the Redevelopment Project improvements.
129

130 Section 2 – The TIF Plan which is attached to this Ordinance as “Exhibit A,” is
131 incorporated herein by this reference and is hereby approved.
132

133 Section 3 – The Vecino Group, LLC, is hereby designated as the developer of
134 record for the TIF Plan and the Redevelopment Project that may be approved by City
135 Council pursuant to the TIF Plan.
136

137 Section 4 – The land legally described in “Exhibit 1” of the TIF Plan is hereby
138 designated as the Redevelopment Area for the TIF Plan.
139

140 Section 5 – There is hereby created and ordered to be established within the
141 treasury of the City a separate fund to be known as the “*Springfield IDEA Commons*
142 *Special Allocation Fund*” which shall contain separate segregated accounts into which
143 payments in lieu of taxes, economic activity taxes and other revenues shall be
144 deposited, as collected by the City pursuant to the TIF Plan.
145

146 Section 6 – The Mayor, City Clerk, City staff, the City’s special legal counsel, and
147 other appropriate City officials are hereby authorized to take any and all actions as may
148 be deemed necessary or convenient to carry out and comply with the intent of this
149 Ordinance, to create those funds and accounts required by the Act to implement the TIF
150 Plan, and to execute and deliver for and on behalf of the City all certificates,
151 instruments, and agreements or other documents as may be necessary, desirable,
152 convenient, or proper to perform all matters authorized herein.
153

154 Section 7 – It is hereby declared to be the intention of City Council that each and
155 every part, section and subsection of this Ordinance shall be separate and severable
156 from each and every other part, section and subsection hereof and that City Council
157 intends to adopt each said part, section and subsection separately and independently of
158 any other part, section and subsection. In the event that any part, section or subsection
159 of this Ordinance shall be determined to be or to have been unlawful or unconstitutional,
160 the remaining parts, sections and subsections shall be and remain in full force and
161 effect, unless the court making such finding shall determine that the valid portions
162 standing alone are incomplete and are incapable of being executed in accord with the
163 legislative intent.
164

165 Section 8 – This Ordinance shall be in full force and effect from and after the date
166 of its passage and approval.
167

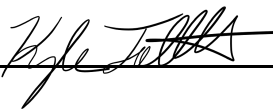
168 Passed at Meeting: _____

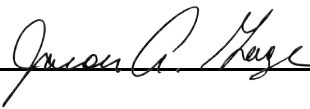
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-097

FILED: 05-12-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving the Springfield IDEA Commons Tax Increment Financing Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan and directing staff to implement the redevelopment plan.

BACKGROUND INFORMATION: The City of Springfield, Missouri, (the “City”) has been working with Missouri State University (the “University”) and The Vecino Group (the “Developer”) to form a public-private partnership for the redevelopment of a portion of the University’s Jordan Valley Innovation Center (“JVIC”), and surrounding property, known as the “IDEA Commons Project,” with a total cost of approximately \$55,000,000. Plans for the IDEA Commons Project include the following (the “Redevelopment Project”):

- (1) a 100,000 square foot office building (the “Office Building”);
- (2) a 30,000 square foot expansion of the existing JVIC building (the “JVIC Expansion”);
- (3) a parking garage with approximately 400 spaces (the “Parking Garage”);
- (4) improvements to convey storm water from Jordan Creek underground across the IDEA Commons site (the “Stormwater Improvements”);
- (5) sanitary sewer improvements, including the relocation of an existing sanitary sewer line to accommodate the Stormwater Improvements, increasing the size of the relocated sewer line and replacing portions of the existing trunk sewer infrastructure to which the line connects (the “Sanitary Sewer Improvements”);
- (6) streetscape improvements such as sidewalks, street lighting and landscaping along Boonville Avenue and Phelps Street adjacent to the IDEA Commons site (the “Streetscape Improvements”)
- (7) a central commons area between and around the Parking Garage and the Office Building; and
- (8) demolition of existing blighted structures necessary to facilitate the Redevelopment Project.

The economic feasibility of the IDEA Commons Project is such that both public and private investment is required.

City Council previously approved a Resolution of Intent declaring the official intent of the City to deliver the City TIF Incentives after a hearing and recommendation regarding a redevelopment plan, redevelopment project, and redevelopment area by the City's tax increment financing commission in accordance with the TIF Act, subject to approval of such plan, project, and area; and of documents with terms acceptable to the City and after compliance with all requirements of the TIF Act. Resolution 10400 on September 24, 2018.

This Ordinance will take the following actions regarding the IDEA Commons Tax Increment Financing Plan (the "TIF Plan")

- Designate the Redevelopment Area for the TIF Plan;
- Declare that the Redevelopment Area is a blighted area and make the other legally required factual findings for the TIF Plan;
- Approve the TIF Plan; and
- Designate the Developer as the developer of record for the TIF Plan.

On January 7, 2020, the Land Clearance for Redevelopment Authority reviewed the Blight Study that is attached to the TIF Plan as "Exhibit 8" and recommended that City Council find that the property is blighted as set forth in the Study.

On May 4, 2020, the Tax Increment Financing Advisory Commission conducted a public hearing regarding the TIF Plan and thereafter adopted Resolution No. 2020-1 which recommends the City Council make the required findings to adopt the TIF Plan, adopt an ordinance which approves the TIF Plan and, declare that the Developer is the developer of record for the redevelopment projects described in the TIF Plan, and that the City enter into a Redevelopment Agreement to implement the TIF Plan.

The TIF Plan provides that the Redevelopment Area will contain a single Redevelopment Project in which tax increment financing will be activated. The total project costs for the entire TIF Plan are projected to be about \$55 million (see budget in Exhibit 4A of TIF Plan). The reimbursable Project Costs are projected to be about \$6.25 million, which consist of stormwater, street, and sewer improvements, as well as partial reimbursement for the costs of a public parking garage.

Local and State TIF revenues are expected to be applied to reimburse Missouri State for part of its contribution to the Parking Garage costs. In 2018, Senator Jay Wasson was instrumental in getting the IDEA Commons project named as a State TIF project in the State budget and in removing a major project from the existing State TIF cap so that Springfield's project could be funded. We will still be required to file an application for approval by the Missouri Department of Economic Development. A State TIF can either capture half of the incremental increase in the State's general sales tax (1/2 of 3 percent) or it can capture half of the state withholding taxes generated by jobs moving

into the TIF district. We will opt to capture half the State withholding taxes. To qualify for a State TIF, the City must also establish a local TIF district. The City must commit that the local TIF will capture 100 percent of the incremental increase in real property taxes and 50 percent of the incremental increase in economic activity taxes (sales and use taxes).

Economic Development Incentives Policy

The *Economic Development Incentives Policy Manual*, adopted by City Council in 2011, and amended in December 2018, includes policies related to the use of Tax Increment Financing. In addition, it contains General Policies applicable to all projects. While the *Manual* contains policies related to the use of the incentives contemplated in this project, the primary thrust of the *Manual* is to guide the use of incentives for private development. In this case, all the proposed incentives are assisting Missouri State University and reimbursing the City for public improvements related to the project.

The following policies are pertinent to this project.

GENERAL POLICIES	
Policy	Response
It is the policy of the City of Springfield to consider the judicious use of incentives for projects which demonstrate a substantial and significant public benefit by constructing public improvements in support of developments that will, by creating new jobs and retaining existing employment; eliminate blight, strengthen the employment and economic base of the City, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older neighborhoods, facilitate self-sufficiency, and implement the City's Comprehensive Plan and economic development strategy.	This ambitious public-private partnership furthers City interests of center city redevelopment and creating real estate options for business attraction in the downtown area. This project strengthens the employment and economic base of the City by creating modern office space where it is needed most. The project creates economic stability by providing room for existing companies to expand at JVIC and room for new businesses to flourish in downtown. This project upgrades an older neighborhood by removing two blighted structures and replacing them with state-of-the-art educational, office and parking facilities.
All discretionary incentives will be subject to a "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. Discretionary incentives will only be granted to those projects that would not otherwise occur if incentives	All requested incentives are necessary at the level requested in order to make this project feasible. Additional supporting information will be submitted with the formal incentives requests so that Council can make the desired findings. The Developer's blight affidavit includes information showing a negative return on investment without tax increment financing incentives.

were not provided, unless the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City.	
Discretionary incentives will be granted only at the level necessary to make the project financially feasible.	All requested incentives are necessary at the level requested in order to make this project feasible. Additional supporting information will be submitted with the formal incentives requests so that Council can make the desired findings. The Developer's blight affidavit includes information showing a negative return on investment without tax increment financing incentives.
The City's "annual appropriation", or General Fund, guarantee will not be pledged for economic development projects, except in extraordinary cases.	No General Fund guarantee is anticipated.
Taxes will not be reduced below the base year, as established by the individual redevelopment plans, after an incentive is approved.	Most of the project site is owned by Missouri State and is currently tax-exempt. Taxes on the privately-owned property will continue to be paid consistent with this policy.
Since each project is unique, every proposal will be evaluated under the City's Policies on its individual merit and overall contribution to the local economy and the City's goals.	This project is largely public in nature and provides a significant benefit to the City beyond simply remediating blight with private improvement.

TAX INCREMENT FINANCING POLICIES

Policy	Application to Project
Each TIF application must demonstrate that the applicant has thoroughly explored the use of alternative financing methods.	Staff, Missouri State, the development team and the State of Missouri have explored all alternatives for financing this project. All proposed incentives at the requested level are necessary.
The use of TIF will be considered for those projects which demonstrate a substantial and significant public benefit by constructing public improvements in support of developments that will create	This project includes stormwater improvements required to address broader flooding issues and the development of University parking. It provides office space for new and existing

new jobs and retain existing employment, eliminate blight, and/or strengthen the employment and economic base of the City.	expanding JVIC tenants as well as office space to attract new businesses to our community. It includes demolition of two derelict buildings and redevelopment of surface parking. It is a major infusion of capital into center city and Zone 1.
Most favorable consideration will be given to TIF plans that propose no more than 20 percent of total project costs (including all hard and soft costs and developer fees) be reimbursed with TIF revenues.	Local TIF will generate estimated \$3.3M over a 23-year period. That is approximately 6% of the total project cost.
The term of the TIF shall be the minimum necessary, with shorter terms receiving more favorable consideration than those extending the maximum 23 years.	The State requires that the local TIF be imposed for the full 23 years in order to approve State TIF participation. Revenues not used to reimburse MSU for its costs will be used to reimburse the City's stormwater, sanitary sewer streetscape and TIF formation expenses.
Most favorable consideration will be given to TIF projects that provide immediate benefit to taxing jurisdictions.	The local TIF will capture 50 percent of the Economic Activity Taxes (primarily sales taxes). The other 50 percent will go directly to the appropriate taxing jurisdictions. The State TIF requires that Local TIFs capture 100 percent of the property tax increase (99.845.6 RSMo.), however, the office building is anticipated to be tax-exempt through Chapter 100, so no real property taxes will be available for capture by the local TIF. . The taxing jurisdictions will receive Chapter 100 payments equal to the tax that would be due on the frozen TIF property tax base.
Notwithstanding the foregoing, TIF applications which do not meet the above criteria will be viewed favorably if the application clearly demonstrates that the project is of vital interest to the City and will significantly assist the City in the elimination of blight, financing desirable public improvements, strengthening the employment and economic base of the	This ambitious public-private partnership furthers City interests of center city redevelopment and creating real estate options for business attraction in the downtown area. This project strengthens the employment and economic base of the City by creating modern office space where it is needed most. The project creates economic stability by providing

City, increasing property values, reducing poverty, creating economic stability, upgrading older neighborhoods, and/or facilitating economic self-sufficiency.	room for existing companies to expand at JVIC and room for new businesses to flourish in downtown. This project upgrades an older neighborhood by removing two blighted structures and replacing them with state-of-the-art educational, office and parking facilities.
--	---

REMARKS: Staff recommends approval of this ordinance.

Submitted by:



Sarah Kerner, Economic Development Director

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage City Manager

Exhibit A

EXHIBIT LIST

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

CITY COUNCIL (Meeting May 18, 2020)

1. Land Clearance for Redevelopment Authority Positive Blight Recommendation.
2. Roster of the Tax Increment Financing Commission for consideration of the Springfield IDEA Commons Tax Increment Financing Plan
3. Springfield Comprehensive Plan (on file in the office of the City Clerk)
4. Notice of TIF Commission public hearing sent to taxing districts on March 20, 2020, and return receipts; Supplement to Notice sent to taxing districts on March 31, 2020 (relating to special procedures for coronavirus concerns), and return receipts.
5. Affidavit of Publication for Notice of Request for Proposals, published in *The Springfield News-Leader* on April 4, 2020
6. Springfield IDEA Commons Tax Increment Financing Plan
7. Affidavit of Publication for First Published Notice, published in *The Springfield News-Leader* on April 4, 2020
8. Notice of TIF Commission public hearing sent to taxpayers on April 23, 2020
9. Affidavit of Publication for Second Published Notice, published in *The Springfield News-Leader* on April 25, 2020
10. Sunshine Law Notice of TIF Commission Meeting posted at least four business days prior to hearing
11. First Plan Amendment and Seven Day Notice to Taxing Jurisdictions
12. TIF Commission Resolution and Recommendation
13. Sunshine Law Notice of Council Meeting posted at least four business days prior to meeting
14. Slideshow presentation from Meeting

Springfield Land Clearance for Redevelopment Authority

**Tuesday, January 7, 2020, at 4:00 PM
Room 2-West, Busch Municipal Building**

Minutes

1. Call to Order

2. Roll Call

Present: Ryan Cosby, Allen Grymes, Steve Jackson, Nancy Herchenroeder and Dan Scott

Absent: None

Others Present: Allen Kunkel, Missouri State University; Danny Collins, Vecino Group; and Laura Derrick, Missouri State University

Staff: Sarah Kerner, Matt Schaefer, Bill Weaver, Judy White, and Nick Woodman

3. Approval of Minutes – October 8, 2019

Dan Scott made a motion to approve the October 8, 2019 Minutes. Ryan Cosby seconded the motion. Motion was approved (5-0).

4. New Business

- a. Request to recommend three areas of the IDEA Commons TIF, the area consists of approximately 3.5 acres generally bounded by East Tampa Street and East Phelps Street to the north, the BSNF Railroad to the south, the Robert W. Plaster Free Enterprise Center (the “eFactory”) to the east, and North Boonville Avenue to the West. Said area includes an undeveloped portion of the Roy Blunt Jordan Valley Innovation Center (JVIC Building 4) as well as the former MFA grain elevators, which are located near the intersection of East Phelps Street and North Robberson Avenue be declared blighted pursuant to Sections 99.800-865, RSMo, the Real Property Tax Increment Allocation Redevelopment Act (TIF Act); City of

Springfield, The Vecino Group, and Missouri State University, Applicant. Resolution 2020-3263.

Ryan Cosby made a motion to approve recommending three areas of the IDEA Commons TIF, the area consists of approximately 3.5 acres generally bounded by East Tampa Street and East Phelps Street to the north, the BSNF Railroad to the south, the Robert W. Plaster Free Enterprise Center (the “eFactory”) to the east, and North Boonville Avenue to the West. Said area includes an undeveloped portion of the Roy Blunt Jordan Valley Innovation Center (JVIC Building 4) as well as the former MFA grain elevators, which are located near the intersection of East Phelps Street and North Robberson Avenue be declared blighted pursuant to Sections 99.800-865, RSMo, the Real Property Tax Increment Allocation Redevelopment Act (TIF Act). Allen Grymes seconded the motion. Motion was approved (5-0).

5. Other Business

The Commission and Staff thanked Steve Jackson for his time serving on the Commission as this was his last meeting. Ryan Cosby will chair the meeting until the Election of Officers at the Annual Meeting in June 2020.

6. Adjourn

Roster of TIF Commission Members

for

May 4, 2020 Hearing

Commission

Bob Dixon	bdixon@greencountymo.gov
Carol Embree	climbree@spsmail.org
Brian Fogle	bfogle@Cfozarks.org
Regina Greer Cooper	reginac@thelibrary.org
Ron Hawley	rghawley@gmail.com
Aaron Jones	ajones11@drury.edu
Marshall Kinne	mkinne@med-pay.com
Richard Ollis	rollis@springfieldmo.gov
John Russell	jrussell@greencountymo.gov
Rob Rector	rectorr@otc.edu
Travis Shaw	tcshaw@spsmail.org

Staff

Cheri Hagler	chagler@springfieldmo.gov
Sarah Kerner	skerner@springfieldmo.gov
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Matt Schaefer	mschaefer@springfieldmo.gov
Bill Weaver	bweaver@springfieldmo.gov

SPRINGFIELD COMPREHENSIVE PLAN

(on file with City Clerk)

Tax Increment Financing Commission of the City of Springfield, Missouri

**Notice of Public Hearing relating to the
Springfield IDEA Commons Tax Increment Financing Plan**

To: Taxing Districts (Distribution List attached)

Date: March 20, 2020

Pursuant to Section 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of the City of Springfield, Missouri (the “Commission”) will hold a public hearing at 4:30 p.m. on Monday, May 4, 2020, at the Busch Municipal Building, 840 Boonville, Springfield, Missouri, to consider the Springfield IDEA Commons Tax Increment Financing Plan (the “Redevelopment Plan”), the designation of the proposed redevelopment area (the “Redevelopment Area”), and the adoption of the redevelopment project described in the Redevelopment Plan (the “Redevelopment Project”) for the redevelopment of property in the Redevelopment Area.

The proposed Redevelopment Area, which contains roughly 3.5 acres, is located generally within the bounds of E. Tampa Street to the north, N. Boonville Avenue to the west, N. Robberson Avenue and the “efactory” building located at 405 N. Jefferson Avenue to the east, and a set of railroad tracks running parallel to and north of E. Water Street to the south. A portion of the Jordan Valley Innovation Center located at 524 N. Boonville Avenue is included in the Redevelopment Area.

The Redevelopment Plan calls for one Redevelopment Project, with boundaries coterminous with the Redevelopment Area, which eliminates blight, implements certain public infrastructure improvements, strengthens the employment and economic base, increases property values, creates economic stability and implements the Comprehensive Plan of the City. The Redevelopment Plan calls for (1) the demolition of two blighted buildings within the Redevelopment Area, (2) the construction of an expansion of the existing Jordan Valley Innovation Center operated by Missouri State University, intended to provide office and research space for high-tech business tenants, (3) the construction of a separate class-A equivalent office building, (4) a multi-level parking garage anticipated to serve the Redevelopment Area and surrounding areas, (5) a common area / urban park between and around the office building and the parking garage, (6) storm water improvements, (7) sanitary sewer improvements, and (8) improvements to E. Phelps Street, which runs across the northern portion of the Redevelopment Area.

The Redevelopment Plan calls for a full 23-year collection period of payments in lieu of taxes and economic activity taxes within the Redevelopment Area; however, payments in lieu of taxes above the existing base level of taxes are intended to be eliminated by tax abatement to be implemented pursuant to Chapter 100 of the Revised Statutes of Missouri, as further described in the Redevelopment Plan. Special assessments are expected to be imposed by a to-be-formed transportation development district on the office building in an amount sufficient to finance a portion of the parking garage. Additionally, the City is in the process of applying to the State of Missouri for approval of state supplemental tax increment financing to assist with the Redevelopment Plan.

A copy of the Redevelopment Plan, including a legal description and a map of the proposed Redevelopment Area and the Redevelopment Project, will be on file with the office of the City Clerk on and after March 31, 2020 at the Busch Municipal Building, address listed above, and may be reviewed by any interested party during business hours. A cost-benefit analysis, showing the effects of the Redevelopment Plan on each taxing jurisdiction, will be attached to the Redevelopment Plan. All taxing

districts receiving this notice are invited to attend the hearing and/or to submit comments to the Commission prior to the date of the hearing.

ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE PUBLIC HEARING.

**Tax Increment Financing Commission
of the City of Springfield, Missouri**

Taxing Districts -- Distribution List

City of Springfield, Busch Municipal Building Anita Cotter, City Clerk 840 Boonville PO Box 8368 Springfield, MO 65802	City of Springfield, Busch Municipal Building David Holtmann, Finance Director 840 Boonville PO Box 8368 Springfield, MO 65802
Springfield R-12 School District John Jungmann, Superintendent 1359 E St Louis St. Springfield, MO 65802	Springfield R-12 School District President/Chairman of Board of Education 1359 E St Louis St. Springfield, MO 65802
Ozarks Technical Community College Hal Higdon, Chancellor and President 1001 East Chestnut Expressway Springfield, MO 65802	Ozarks Technical Community College Jennifer Kennally, Board Chair 1001 East Chestnut Expressway Springfield, MO 65802
Springfield-Greene County Library District Regina Greer Cooper, Executive Director 4653 S. Campbell Ave. Springfield, Missouri 65801-0760	Greene County, Missouri Commissioner John C. Russell 933 North Robberson Ave Springfield, MO 65802
Greene County, Missouri Commissioner Harold Bengsch 933 North Robberson Ave Springfield, MO 65802	Greene County, Missouri Commissioner Bob Dixon 933 North Robberson Ave Springfield, MO 65802
Greene County Highway Department Rick Artman, Administrator 2065 N Clifton Ave Springfield, MO 65803	Abilities First (County Disability Program) Jan Kraft, Executive Director 1370 E Primrose St, Ste A Springfield, MO 65804
Greene County Assessor Greene County Courthouse 940 Boonville, Room 37 Springfield, MO 65802	Greene County Collector Greene County Courthouse 940 Boonville, Room 107 Springfield, MO 65802
Greene County Senior Citizens' Services Fund PO Box 9766 Springfield, MO 65801	Missouri Department of Economic Development Director P.O. Box 1157 Jefferson City, MO 65102-1157
Missouri Department of Revenue Tax Administration Bureau P.O. Box 475 Jefferson City, MO 65105-0475	Missouri Director of Revenue County Tax Section State Blind Pension Fund P.O. Box 453 Jefferson City, MO 65102-0453
State Tax Commission of Missouri P.O. Box 146 Jefferson City, MO 65102-0146	Missouri Director of Revenue County Tax Section Merchants/Manufacturers Replacement Tax Fund P.O. Box 453 Jefferson City, MO 65102-0453
Downtown Springfield Community Improvement District 650 N. Boonville, Suite 100 Springfield, MO 6580	

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Abilities First (County Disability Program)
 Jan Kraft, Executive Director
 3216 S. National Ave.
 Springfield, MO 65807

9590 9402 5323 9154 3441 08

2. Article Number (Transfer from service label)
 7013 3020 0001 8580 5757

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
 B. Received by (Printed Name) C. Date of Delivery
 MAR 22 2020

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

20 of 262

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 City of Springfield
 Anita Cotter, City Clerk
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

9590 9402 5323 9154 3442 52

2. Article Number (Transfer from service label)
 7017 1000 0000 3414 3175

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
 B. Received by (Printed Name) C. Date of Delivery
 SR EV-19 3-24-20

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
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Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$ 6.90

Abilities First (County Disability Program)
 Jan Kraft, Executive Director
 3216 S. National Ave.
 Springfield, MO 65807

PS Form 3800, August 2006 See Reverse for Instructions

7017 1000 0000 0200 0200 5757

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OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (check box, add fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
 Postage
 Total Postage and Fees \$ 6.90

City of Springfield
 Anita Cotter, City Clerk
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

PS Form 3800, August 2006 See Reverse for Instructions

7017 1000 0000 0000 0000 5757

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Springfield
 David Holtmann, Finance Director
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

2. Article Number (Transfer from service label)
 9590 9402 5323 9154 3441 46

7017 1000 0000 3414 3274

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Sharon Vestal

B. Received by (Printed Name)
SR C-19

C. Date of Delivery
3-24-20

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Downtown Springfield Community Improvement District
 650 N. Boonville, Suite 100
 Springfield, MO 65806

2. Article Number (Transfer from service label)
 9590 9402 5323 9154 3441 53

7017 1000 0000 3414 3274

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X S Baker

B. Received by (Printed Name)
LM 662 019

C. Date of Delivery
3/25/20

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
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Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$ 6.90

City of Springfield
 David Holtmann, Finance Director
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$ 6.90

Downtown Springfield Community Improvement District
 650 N. Boonville, Suite 100
 Springfield, MO 65806

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
Total Postage and Fees \$6.90

Greene County Highway Department
Rick Artman, Administrator
2065 N Clifton Ave
Springfield, MO 65803

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
Total Postage and Fees \$6.90

Greene County, Missouri
Bob Dixon, Presiding Commissioner
1443 N Roberson Ave., 10th Floor
Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

622E H7HE 0000 000T 2702

272E H7HE 0000 000T 2702

SENDER: COMPLETE THIS SECTION

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 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Greene County Highway Department
Rick Artman, Administrator
2065 N Clifton Ave
Springfield, MO 65803

9590 9402 5323 9154 3442 07

2. Article Number (Transfer from service label)
 7017 1000 0000 3414 3229

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
 B. Received by (Printed Name) C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Greene County, Missouri
Bob Dixon, Presiding Commissioner
1443 N Roberson Ave., 10th Floor
Springfield, MO 65802

9590 9402 5323 9154 3442 14

2. Article Number (Transfer from service label)
 7017 1000 0000 3414 3212

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
 B. Received by (Printed Name) C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
 Harold Bengsch, Commissioner
 1443 N Robberson Ave., 10th Floor
 Springfield, MO 65802

9590 9402 5323 9154 3441 15

2. Article Number (Transfer from service label)

7013 3020 0001 8580 5740

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) Andrew Hardy C. Date of Delivery 3/23/2020

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation™
☐ Mail ☐ Signature Confirmation Restricted Delivery
☐ Mail Restricted Delivery

Domestic Return Receipt

23 of 262

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
 John C Russell, Commissioner
 1443 N Robberson Ave., 10th Floor
 Springfield, MO 65802

9590 9402 5323 9154 3440 54

2. Article Number (Transfer from service label)

7013 3020 0001 8580 5801

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) Andrew Hardy C. Date of Delivery 3/23/2020

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation™
☐ Mail ☐ Signature Confirmation Restricted Delivery
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Postage \$ 6.90 USPS-64103

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$ 6.90

Greene County, Missouri
 Harold Bengsch, Commissioner
 1443 N Robberson Ave., 10th Floor
 Springfield, MO 65802

PS Form 3800, August 2005 For Instructions

MAR 20 2020 Here

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Postage \$ 2.85

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$ 2.85

Greene Co. MO - John C. Russell
 Street, Apt. No. 1443 N. Robberson Ave. 10th Floor
 City, State, ZIP+4 Springfield MO 65802

PS Form 3800, August 2005 See Reverse for Instructions

MAR 20 2020 Here

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
Leah Betts, Collector
940 Boonville, Room 107
Springfield, MO 65802



9590 9402 5323 9154 3440 85

2. Article Number (Transfer from service label)

7013 3020 0001 8580 5771

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature] ☒ Agent ☐ Addressee
B. Received by (Printed Name) *[Signature]* C. Date of Delivery *MAR 23 2020*

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
Rick Kessinger, Assessor
940 Boonville, Room 37
Springfield, MO 65802



9590 9402 5323 9154 3441 91

2. Article Number (Transfer from service label)

7017 1000 0000 3414 3236

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

[Signature] ☒ Agent ☐ Addressee
B. Received by (Printed Name) *[Signature]* C. Date of Delivery *MAR 23 2020*

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

6.90

Greene County, Missouri
Leah Betts, Collector
940 Boonville, Room 107
Springfield, MO 65802

PS Form 3800, August 2006

See Reverse for Instructions

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(Domestic Mail Only)

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee in appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees \$

6.90

Greene County, Missouri
Rick Kessinger, Assessor
940 Boonville, Room 37
Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County Senior Citizens' Services Fund
P.O. Box 9766
Springfield, MO 65801



9590 9402 5323 9154 3440 92

2. Article Number (Transfer from service label)

7013 3020 0001 8580 5764

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ **CONNIE HAYES** ☐ Agent

B. Received by (Printed Name) ☐ Addressee
CONNIE HAYES ☐ Date of Delivery

C. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



- 3. Service Type**
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Missouri Director of Revenue, County Tax Section
Merchants/Manufacturers Replacement Tax Fund
301 West High Street
P.O. Box 453
Jefferson City, MO 65102-0453



9590 9402 5323 9154 3440 78

2. Article Number (Transfer from service label)

7013 3020 0001 8580 5788

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ **KATHY EASTERDAY** ☐ Agent

B. Received by (Printed Name) ☐ Addressee
KATHY EASTERDAY ☐ Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- 3. Service Type**
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$ 6.90

Sent To

Greene County Senior Citizens' Services Fund
P.O. Box 9766
Springfield, MO 65801

PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service™

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OFFICIAL USE

Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$ 6.90

Missouri Director of Revenue, County Tax Section
Merchants/Manufacturers Replacement Tax Fund
301 West High Street
P.O. Box 453
Jefferson City, MO 65102-0453

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Missouri Department of Economic Development
 Rob Dixon, Director
 P.O. Box 1157
 Jefferson City, MO 65101

2. Article Number (Transfer from service label)
 9590 9402 5323 9154 3441 77

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

5. Signature
 Preston Clark

6. Received by (Printed Name)
 Preston Clark

7. Date of Delivery
 MAR 24 2020

8. Agent
☐ Agent
☐ Addressee

9. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

10. Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Missouri Department of Revenue
 Blind Pension Fund
 221 West High Street
 Jefferson City, MO 65102

2. Article Number (Transfer from service label)
 9590 9402 5323 9154 3440 61

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

5. Signature
 Preston Clark

6. Received by (Printed Name)
 Preston Clark

7. Date of Delivery
 MAR 24 2020

8. Agent
☐ Agent
☐ Addressee

9. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

10. Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee
 \$ 6.90

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
 Postage
 \$ 6.90

Total Postage and Fees
 \$ 6.90

Missouri Department of Economic Development
 Rob Dixon, Director
 P.O. Box 1157
 Jefferson City, MO 65101

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage
 \$ 6.90

Certified Fee
 \$ 6.90

Return Receipt Fee (Endorsement Required)
 \$ 6.90

Restricted Delivery Fee (Endorsement Required)
 \$ 6.90

Total Postage & Fees
 \$ 6.90

Missouri Department of Revenue
 Blind Pension Fund
 221 West High Street
 Jefferson City, MO 65102

PS Form 3800, August 2005 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Missouri Department of Revenue
Tax Administration Bureau
Harry S Truman State Office Building
301 West High St.
Jefferson City, MO 65101

2. Article Number (Transfer from service label)

7017 1000 0000 3414 3243

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

W. H. H. H. 7/2/20

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$ **G.90**

Missouri Department of Revenue
Tax Administration Bureau
Harry S Truman State Office Building
301 West High St.
Jefferson City, MO 65101

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark
MAR 23 2020

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ozarks Technical Community College
Hal Higdon, Chancellor and President
1001 E. Chestnut Expressway
Springfield, MO 65802

2. Article Number (Transfer from service label)

7017 1000 0000 3414 3199

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

VERNON BOGART 3/24/2020

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$ **G.90**

Ozarks Technical Community College
Hal Higdon, Chancellor and President
1001 E. Chestnut Expressway
Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark
MAR 23 2020

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ozarks Technical Community College
Jennifer Kennally, Board Chair
1001 E. Chestnut Expressway
Springfield, MO 65802



9590 9402 5323 9154 3441 22

2. Article Number (Transfer from service label)

7013 3020 0001 8580 5733

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Springfield-Greene County Library District
Regina Greer Cooper, Executive Director
4653 S. Campbell Ave.
Springfield, MO 65810



9590 9402 5323 9154 3442 21

2. Article Number (Transfer from service label)

7017 1000 0000 3414 3205

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature**
☒ Adult Signature ☐ Agent
B. Received by (Printed Name)
VERNON BOGNER
C. Date of Delivery
3/24/2020
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

- 3. Service Type**
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Signature**
☒ Adult Signature ☐ Agent
B. Received by (Printed Name)
SPF C-19 10B
C. Date of Delivery
3-22-20
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

- 3. Service Type**
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$ 6.90

Ozarks Technical Community College
Jennifer Kennally, Board Chair
1001 E. Chestnut Expressway
Springfield, MO 65802

For Instructions

**U.S. Postal Service™
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(Domestic Mail Only)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$ 6.90

Springfield-Greene County Library District
Regina Greer Cooper, Executive Director
4653 S. Campbell Ave.
Springfield, MO 65810

PS Form 3860, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Springfield R-12 School District
 Dr. John Jungmann, Superintendent
 1359 E St Louis St.
 Springfield, MO 65802

2. Article Number (Transfer from service label)

9590 9402 5323 9154 3442 45

7017 1000 0000 3414 3182

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name)
 3/24/20

C. Date of Delivery
 3/24/20

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

29 of 262

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Springfield R-12 School District
 Tim Rosenberg, President
 1359 E St Louis St.
 Springfield, MO 65802

2. Article Number (Transfer from service label)

9590 9402 5323 9154 3441 39

7013 3020 0001 6580 5726

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name)
 3/24/20

C. Date of Delivery
 3/24/20

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only**

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$6.90

Postmark Here
 MAR 20 2020

Springfield R-12 School District
 Dr. John Jungmann, Superintendent
 1359 E St Louis St.
 Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™
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OFFICIAL USE

Postage \$
 Certified Fee \$
 Return Receipt Fee (Endorsement Required) \$
 Restricted Delivery Fee (Endorsement Required) \$
 Total Postage & Fees \$6.90

Postmark Here
 MAR 20 2020

Springfield R-12 School District
 Tim Rosenberg, President
 1359 E St Louis St.
 Springfield, MO 65802

PS Form 3800, August 2005 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

State Tax Commission of Missouri
301 West High Street, Room 840
P.O. Box 146
Jefferson City, MO 65102



9590 9402 5323 9154 3441 60

2. Article Number (Transfer from service label)

7017 1000 0000 3414 3267

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

- ☒ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is the delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

MAR 23 2020

JEFFERSON CITY MO

3. Service Selected
- ☐ Adult Signature Restricted Delivery
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

6.90

State Tax Commission of Missouri
301 West High Street, Room 840
P.O. Box 146
Jefferson City, MO 65102

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



292E H7HE 0000 000T 2702

Tax Increment Financing Commission of the City of Springfield, Missouri

Supplement to

**Notice of Public Hearing relating to the
Springfield IDEA Commons Tax Increment Financing Plan**

To: Taxing Districts (Distribution List attached)

Date: March 31, 2020

You have been previously notified by letter dated March 20, 2020, that the Tax Increment Financing Commission of the City of Springfield, Missouri (the “Commission”) will hold a public hearing at 4:30 p.m. on Monday, May 4, 2020, at the Busch Municipal Building, 840 Boonville, Springfield, Missouri, to consider the Springfield IDEA Commons Tax Increment Financing Plan (the “Redevelopment Plan”), the designation of the proposed redevelopment area (the “Redevelopment Area”), and the adoption of the redevelopment project described in the Redevelopment Plan (the “Redevelopment Project”) for the redevelopment of property in the Redevelopment Area.

The prior notice stated that a copy of the Redevelopment Plan, including a legal description and a map of the proposed Redevelopment Area and the Redevelopment Project, will be on file with the office of the City Clerk on and after March 31, 2020 at the Busch Municipal Building, address listed above, and may be reviewed by any interested party during business hours, and that a cost-benefit analysis, showing the effects of the Redevelopment Plan on each taxing jurisdiction, will be attached to the Redevelopment Plan.

As part of its response to the spread of coronavirus, the City has temporarily closed the Busch Municipal Building to the public. To provide access to those who wish to review the Redevelopment Plan, the City has posted the entire Redevelopment Plan on its website, which can be accessed by visiting the main City webpage at <https://www.springfieldmo.gov/>, selecting the “Business” tab, then the “Economic Development” link, and then the “Tax Increment Financing” link. You can also simply type “Tax Increment Financing” in the City website’s internal “How can we help” search engine and follow the link to the correct page.

At this point, the City cannot determine whether continued coronavirus concerns will require the hearing to be held partially or completely by electronic means. All taxing districts will be given the opportunity to attend the hearing (whether by participation in an online platform, teleconference, or otherwise) and/or to submit comments to the Commission prior to the date of the hearing. The City will post updates on the method of holding the hearing on its website on the “City Calendar” page, which may be accessed by visiting the main City webpage at <https://www.springfieldmo.gov/>, selecting the “Government” tab and then the “City Calendar” link. Such updates will appear as an entry for May 4, 2020.

**Tax Increment Financing Commission
of the City of Springfield, Missouri**
Busch Municipal Building
840 Boonville, Springfield, Missouri

Taxing Districts -- Distribution List

City of Springfield Anita Cotter, City Clerk Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802	City of Springfield David Holtmann, Finance Director Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802
Springfield R-12 School District Dr. John Jungmann, Superintendent 1359 E St Louis St. Springfield, MO 65802	Springfield R-12 School District Tim Rosenbury, President 1359 E St Louis St. Springfield, MO 65802
Ozarks Technical Community College Hal Higdon, Chancellor and President 1001 E. Chestnut Expressway Springfield, MO 65802	Ozarks Technical Community College Jennifer Kennally, Board Chair 1001 E. Chestnut Expressway Springfield, MO 65802
Springfield-Greene County Library District Regina Greer Cooper, Executive Director 4653 S. Campbell Ave. Springfield, MO 65810	Greene County, Missouri Harold Bengsch, Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802
Greene County, Missouri Bob Dixon, Presiding Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802	Greene County, Missouri John C Russell, Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802
Greene County Highway Department Rick Artman, Administrator 2065 N Clifton Ave Springfield, MO 65803	Abilities First (County Disability Program) Jan Kraft, Executive Director 3216 S. National Ave. Springfield, MO 65807
Greene County, Missouri Rick Kessinger, Assessor 940 Boonville, Room 37 Springfield, MO 65802	Greene County, Missouri Leah Betts, Collector 940 Boonville, Room 107 Springfield, MO 65802
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High St. Jefferson City, MO 65101	Missouri Director of Revenue, County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street P.O. Box 453 Jefferson City, MO 65102-0453
Missouri Department of Economic Development Rob Dixon, Director P.O. Box 1157 Jefferson City, MO 65101	Missouri Department of Revenue Blind Pension Fund 221 West High Street Jefferson City, MO 65102
State Tax Commission of Missouri 301 West High Street, Room 840 P.O. Box 146 Jefferson City, MO 65102	Greene County Senior Citizens' Services Fund P.O. Box 9766 Springfield, MO 65801
Downtown Springfield Community Improvement District 650 N. Boonville, Suite 100 Springfield, MO 65806	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Abilities First (County Disability Program)
Jan Kraft, Executive Director
3216 S. National Ave.
Springfield, MO 65807



9590 9402 4678 8323 3997 41

2. Article Number (Transfer from service label)
7018 0360 0000 0890 3980
PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X MDCIA 7SL ☐ Agent ☒ Addressee
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
all Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Springfield
Anita Cotter, City Clerk
Busch Municipal Building
840 Boonville Ave.
Springfield, MO 65802



9590 9402 4678 8323 3999 01

2. Article Number (Transfer from service label)
7018 0360 0000 0890 4147
PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Steven Vesta ☐ Agent ☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
C-19 **4-3-20**

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
all Restricted Delivery (over \$500)

Domestic Return Receipt

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

For delivery information, visit our website at www.usps.com®

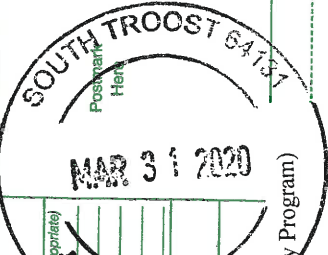
OFFICIAL USE

Certified Mail Fee \$ **3.55**
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$ **.50**
Total Postage and Fees \$ **6.90**

Abilities First (County Disability Program)
Jan Kraft, Executive Director
3216 S. National Ave.
Springfield, MO 65807

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

096E 0690 0000 0960 8702



**U.S. Postal Service™
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Domestic Mail Only**

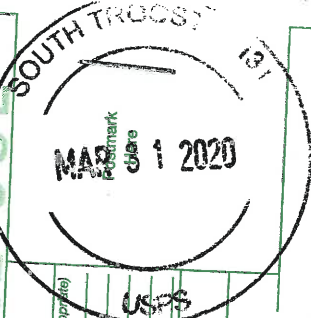
For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$ **3.55**
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$ **.50**
Total Postage and Fees \$ **6.90**

City of Springfield
Anita Cotter, City Clerk
Busch Municipal Building
840 Boonville Ave.
Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



2474 0690 0000 0960 8702

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Springfield
 David Holtmann, Finance Director
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

9590 9402 4678 8323 3997 96

2. Article Number (Transfer from service label)
 7018 0360 0000 0890 4031

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ Addressee
 X Steven Vesta

B. Received by (Printed Name) C. Date of Delivery
 SP C-19 4-3-20

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Downtown Springfield Community Improvement District
 650 N. Boonville, Suite 100
 Springfield, MO 65806

9590 9402 4678 8323 3998 02

2. Article Number (Transfer from service label)
 7018 0360 0000 0890 4048

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ Addressee
 X SE 6062 C19

B. Received by (Printed Name) C. Date of Delivery
 Bay 4-2-2020

D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
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 Domestic Mail Only**

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$.50

Total Postage and Fees \$ 6.90

Sent City of Springfield
 David Holtmann, Finance Director
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

Postmark Here
 MAR 31 2020

See Reverse for Instructions

**U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$.50

Total Postage and Fees \$ 6.90

Sent Downtown Springfield Community Improvement District
 650 N. Boonville, Suite 100
 Springfield, MO 65806

Postmark Here
 MAR 31 2020

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County Highway Department
 Rick Artman, Administrator
 2065 N Clifton Ave
 Springfield, MO 65803

9590 9402 4678 8323 3998 57

2. Article Number (Transfer from service label)
 7018 0360 0000 0890 4093

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
 307 4/2/20

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
 Bob Dixon, Presiding Commissioner
 1443 N Robberson Ave., 10th Floor
 Springfield, MO 65802

9590 9402 4678 8323 3998 64

2. Article Number (Transfer from service label)
 7018 0360 0000 0890 4109

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
 4/2/20

D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
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 Domestic Mail Only**

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

Postage \$ 6.90

Total Postage and Fees \$ 10.45

Sent to: Greene County Highway Department
 Rick Artman, Administrator
 2065 N Clifton Ave
 Springfield, MO 65803

Postmark Here
 MAR 31 2020

PS Form 3811, July 2015 PSN 7530-02-000-9053

**U.S. Postal Service™
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

Postage \$ 6.90

Total Postage and Fees \$ 10.45

Sent to: Greene County, Missouri
 Bob Dixon, Presiding Commissioner
 1443 N Robberson Ave., 10th Floor
 Springfield, MO 65802

Postmark Here
 MAR 31 2020

PS Form 3811, July 2015 PSN 7530-02-000-9053

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OFFICIAL USE

Postmark Here
MAR 31 2020
SOUTH TROCST 64131

Certified Mail Fee
\$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)	\$ 2.95
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
\$.50

Total Postage and Fees
\$ 6.90

Greene County, Missouri
Harold Bengsch, Commissioner
1443 N Robberson Ave., 10th Floor
Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™
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OFFICIAL USE

Postmark Here
MAR 31 2020
SOUTH TROCST 64131

Certified Mail Fee
\$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)	\$ 2.95
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
\$.50

Total Postage and Fees
\$ 6.90

Greene County, Missouri
John C Russell, Commissioner
1443 N Robberson Ave., 10th Floor
Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri *
Harold Bengsch, Commissioner
1443 N Robberson Ave., 10th Floor
Springfield, MO 65802

2. Article Number (Transfer from service label)
9590 9402 4678 8323 3997 65

3. Service Type

☒ Adult Signature	☐ Priority Mail Express®
☒ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Collect on Delivery	☐ Return Receipt for Merchandise
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation™
☐ Insured Mail	☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) **C. Date of Delivery**
David M 4/2/20

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
John C Russell, Commissioner
1443 N Robberson Ave., 10th Floor
Springfield, MO 65802

2. Article Number (Transfer from service label)
9590 9402 4678 8323 3997 58

3. Service Type

☒ Adult Signature	☐ Priority Mail Express®
☒ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Collect on Delivery	☐ Return Receipt for Merchandise
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation™
☐ Insured Mail	☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) **C. Date of Delivery**
David M 4/2/20

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
 Leah Betts, Collector
 940 Boonville, Room 107
 Springfield, MO 65802

2. Article Number (Transfer from service label)

9590 9402 4678 8323 3997 34

7018 0360 0000 0890 3973

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐
☒ Addressee

B. Received by (Printed Name) Leah Betts C. Date of Delivery APR 03 2020

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type ☐ Priority Mail Express®
☐ Adult Signature ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail® ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery
☐ Mail Restricted Delivery (9)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
 Rick Kessinger, Assessor
 940 Boonville, Room 37
 Springfield, MO 65802

2. Article Number (Transfer from service label)

9590 9402 4678 8323 3998 40

7018 0360 0000 0890 4086

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐
☒ Addressee

B. Received by (Printed Name) Leah Betts C. Date of Delivery APR 03 2020

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type ☐ Priority Mail Express®
☐ Adult Signature ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail® ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery
☐ Mail Restricted Delivery (9)

Domestic Return Receipt

**U.S. Postal Service™
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic) \$ 0.00
☐ Certified Mail Restricted Delivery \$ 0.00
☐ Adult Signature Required \$ 0.00
☐ Adult Signature Restricted Delivery \$ 0.00

Postage \$.50

Total Postage and Fees \$ 6.90

Sent 7

Greene County, Missouri
 Leah Betts, Collector
 940 Boonville, Room 107
 Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

POSTMARK
 MAR 31 2020
 SOUTH TROOST 64137

**U.S. Postal Service™
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic) \$ 0.00
☐ Certified Mail Restricted Delivery \$ 0.00
☐ Adult Signature Required \$ 0.00
☐ Adult Signature Restricted Delivery \$ 0.00

Postage \$.50

Total Postage and Fees \$ 6.90

Sent 7

Greene County, Missouri
 Rick Kessinger, Assessor
 940 Boonville, Room 37
 Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

POSTMARK
 MAR 31 2020
 SOUTH TROOST 64137

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County Senior Citizens' Services Fund
 P.O. Box 9766
 Springfield, MO 65801

9590 9402 4678 8323 3997 03

2. Article Number (Transfer from service label)
 7018 0360 0000 0890 3942

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 B. Received by (Printed Name)
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature Restricted Mail™
☒ Certified Mail®
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Missouri Department of Economic Development
 Rob Dixon, Director
 P.O. Box 1157
 Jefferson City, MO 65101

9590 9402 4678 8323 3998 26

2. Article Number (Transfer from service label)
 7018 0360 0000 0890 4062

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 B. Received by (Printed Name)
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Priority Mail Express®
☐ Adult Signature Restricted Mail™
☒ Certified Mail®
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
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OFFICIAL USE

Postmark Here
 MAR 31 2020
 SOUTH TROOST 64131

Certified Mail Fee \$ 3.55
 Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$.50
 Total Postage and Fees \$ 6.90

Greene County Senior Citizens' Services Fund
 P.O. Box 9766
 Springfield, MO 65801

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

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OFFICIAL USE

Postmark Here
 MAR 31 2020
 SOUTH TROOST 64131

Certified Mail Fee \$ 3.55
 Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$.50
 Total Postage and Fees \$ 6.90

Missouri Department of Economic Development
 Rob Dixon, Director
 P.O. Box 1157
 Jefferson City, MO 65101

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Missouri Department of Revenue
Blind Pension Fund
221 West High Street
Jefferson City, MO 65102

2. Article Number (Transfer from service label)

9590 9402 4678 8323 3997 10

7018 0360 0000 0890 3959

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Received by (Print name)

Date of Delivery

Delivery address different from item 1? ☐ Yes ☐ No

If delivery address is different, enter delivery address below:

3. Service Type

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☒ Certified Mail®

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ All Restricted Delivery

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Return Receipt for Merchandise

☐ Return Receipt for Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage \$.50

Total Postage and Fees \$ 6.90

Sent Missouri Department of Revenue
Blind Pension Fund
221 West High Street
Jefferson City, MO 65102

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

7018 0360 0000 0890 3959

SOUTH TROCST 64131

MAR 31 2020

Postmark Here

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage \$.50

Total Postage and Fees \$ 6.90

Sent Missouri Department of Revenue
Tax Administration Bureau
Harry S Truman State Office Building
301 West High St
Jefferson City, MO 65101

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

7018 0360 0000 0890 4079

SOUTH TROCST 64131

MAR 31 2020

Postmark Here

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Missouri Director of Revenue, County Tax Section
 Merchants/Manufacturers Replacement Tax Fund
 301 West High Street
 P.O. Box 453
 Jefferson City, MO 65102-0453

9590 9402 4678 8323 3997 27

701A 0360 0000 0890 3966

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) *Shirley* C. Date of Delivery *4/6/20*

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ozarks Technical Community College
 Hal Higdon, Chancellor and President
 1001 E. Chestnut Expressway
 Springfield, MO 65802

9590 9402 4678 8323 3998 88

701A 0360 0000 0890 4123

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) *RT-232-C19* C. Date of Delivery *04-02-20*

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only**

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ **3.55**

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$ **.50**

Total Postage and Fees \$ **6.90**

Sent to: Missouri Director of Revenue, County Tax Section
 Merchants/Manufacturers Replacement Tax Fund
 301 West High Street
 P.O. Box 453
 Jefferson City, MO 65102-0453

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SOUTH TROCST 64131
MAR 31 2020
 Postmark Here

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only**

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ **3.55**

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$ **.50**

Total Postage and Fees \$ **6.90**

Sent to: Ozarks Technical Community College
 Hal Higdon, Chancellor and President
 1001 E. Chestnut Expressway
 Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SOUTH TROCST 64131
MAR 31 2020
 Postmark Here

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ozarks Technical Community College
Jennifer Kennally, Board Chair
1001 E. Chestnut Expressway
Springfield, MO 65802



9590 9402 4678 8323 3997 72

2. Article Number (Transfer from service label)

7018 0360 0000 0890 4017

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ RT-232-C-19 ☐ Agent
- B. Received by (Printed Name) ☐ Addressee
RT-232-C-19 0402-20
- C. Date of Delivery
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Regina Greer Cooper, Executive Director
4653 S. Campbell Ave.
Springfield, MO 65810



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Jennifer Kennally, Board Chair

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Springfield, MO 65802

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Springfield-Greene County Library District

Regina Greer Cooper, Executive Director

4653 S. Campbell Ave.

Springfield, MO 65810

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 Dr. John Jungmann, Superintendent
 1359 E St Louis St.
 Springfield, MO 65802

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 Springfield R-12 School District
 Tim Rosenbury, President
 1359 E St Louis St.
 Springfield, MO 65802

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 Dr. John Jungmann, Superintendent
 1359 E St Louis St.
 Springfield, MO 65802

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 Tim Rosenbury, President
 1359 E St Louis St.
 Springfield, MO 65802

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State Tax Commission of Missouri
301 West High Street, Room 840
P.O. Box 146
Jefferson City, MO 65102



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2. Article Number (Transfer from service label)

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State Tax Commission of Missouri

301 West High Street, Room 840

P.O. Box 146

Jefferson City, MO 65102

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**STATE OF MISSOURI
COUNTY OF GREENE**

GILMORE & BELL ATTORNEYS
2405 GRAND BLVD STE 1100

KANSAS CITY MO 64108

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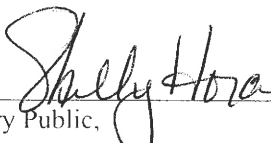
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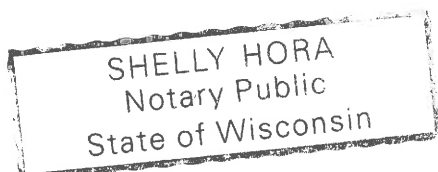
Legal Clerk

(Date) 4-6-2020

Signed and sworn before me


Notary Public,
State of Wisconsin, County of Brown

P-2523
My Commission Expires



**Tax Increment Financing Commission
of the City of Springfield, Missouri
Notice of Public Hearing**

**relating to the
Springfield IDEA Commons Tax
Increment Financing Plan
and Notice of Request for**

Redevelopment Project Proposals

Pursuant to Section 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of the City of Springfield, Missouri (the "Commission") will hold a public hearing at 4:30 p.m. on Monday, May 4, 2020, to consider the Springfield IDEA Commons Tax Increment Financing Plan (the "Redevelopment Plan"), the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment project described in the Redevelopment Plan (the "Redevelopment Project") for the redevelopment of property in the Redevelopment Area.

If possible, the hearing will be held in-person at the Busch Municipal Building, 840 Boonville, Springfield, Missouri. However, as part of its response to the spread of coronavirus, the City has temporarily closed the Busch Municipal Building to the public. At this point, the City cannot determine whether continued coronavirus concerns will require the hearing to be held partially or completely by electronic means. All taxing districts and interested parties will be given the opportunity to attend the hearing (whether by participation in an online platform, teleconference, or otherwise) and to submit comments to the Commission prior to the date of the hearing. The City will post updates on the method of holding the hearing on its website on the "City Calendar" page, which may be accessed by visiting the main City webpage at <https://www.springfieldmo.gov/>, selecting the "Government" tab and then the "City Calendar" link. Such updates will appear as an entry for May 4, 2020.

The proposed Redevelopment Area, which contains roughly 3.5 acres, is located generally within the bounds of E. Tamea Street to the north, N. Boonville Avenue to the west, N. Roberson Avenue and the "factory" building located at 405 N. Jefferson Avenue to the east, and a set of railroad tracks running parallel to and north of E. Water Street to the south. A portion of the Jordan Valley Innovation Center located at 524 N. Boonville Avenue is included in the Redevelopment Area.

The Redevelopment Plan calls for one Redevelopment Project, with boundaries coterminous with the Redevelopment Area, which eliminates blight, implements certain public infrastructure improvements, strengthens the employment and economic base, increases property values, creates economic stability and implements the Comprehensive Plan of the City. The Redevelopment Plan calls for (1) the demolition of two blighted buildings within the Redevelopment Area, (2) the construction of an expansion of the existing Jordan Valley Innovation Center operated by Missouri State University, intended to provide office and research space for high-tech business tenants, (3) the construction of a separate class A, equivalent office building, (4) a multi-level parking garage anticipated to serve the Redevelopment Area and surrounding areas, (5) a common area / urban park between and around the office building and the parking garage, (6) storm water improvements, (7) sanitary sewer improvements, and (8) improvements to E. Phelps Street, which runs across the northern portion of the Redevelopment Area.

The Redevelopment Plan calls for a full 23-year collection period of payments in lieu of taxes and economic activity taxes within the Redevelopment Area; however, payments in lieu of taxes above the existing base level of taxes are intended to be eliminated by tax abatement to be implemented pursuant to Chapter 100 of the Revised Statutes of Missouri, as further described in the Redevelopment Plan. Special assessments are expected to be imposed by a to-be-formed transportation development district on the office building in an amount sufficient to finance a portion of the parking garage. Additionally, the City is in the process of applying to the State of Missouri for approval of state supplemental tax increment financing to assist with the Redevelopment Plan.

A copy of the Redevelopment Plan, including a legal description and a map of the proposed Redevelopment Area and the Redevelopment Project, is on file with the office of the City Clerk at the Busch Municipal Building, address listed above, and may be reviewed by any interested party during business hours on days when the Busch Municipal Building is open to the public. A cost-benefit analysis, showing the effects of the Redevelopment Plan on each taxing jurisdiction, is on file with the Redevelopment Plan. Interested parties are invited to submit comments to the Commission prior to the date of the hearing. To provide access to those who wish to review the Redevelopment Plan while

the Bush Municipal Building is closed, the City has posted the entire Redevelopment Plan on its website, which can be accessed by visiting the main City webpage at <https://www.springfieldmo.gov/>, selecting the "Business" tab, then the "Economic Development" link, and then the "Tax Increment Financing" link. You can also simply type "Tax Increment Financing" in the City website's internal "How can we help" search engine and follow the link to the correct page.

ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE PUBLIC HEARING, WHETHER IN PERSON OR BY ELECTRONIC MEANS OF PARTICIPATION, AS DESCRIBED ABOVE.

The Commission is soliciting alternative proposals for redevelopment of all or any portion of the Redevelopment Area. The Commission seeks alternative redevelopment plans and redevelopment projects that comply with the Missouri Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act").

All proposed redevelopment plans and/or redevelopment projects must include details regarding the redevelopment project costs including, as appropriate: land acquisition; building design, engineering and construction; site preparation; design, engineering and construction of public infrastructure improvements, including internal streets, parking, grading, utilities, lighting, improvements to public streets and highways; and legal, engineering, accounting, land use planners, architects, feasibility experts costs and fees and other soft costs associated with plan preparation, approval and implementation. All submissions must include a valid and complete redevelopment plan under the TIF Act, including classification of expenses sufficiently detailed to allow analysis in comparison with other submissions, and be in a form that is ready for consideration by the Commission and City Council. All submissions also must address those issues and requirements of the City's Economic Development Incentives Policy Manual as it relates to Tax Increment Financing (the "City TIF Policy"). Submissions must also include information about the proposed developer, including detail regarding prior development projects and other relevant business experience. If the person or entity submitting the proposal does not own or otherwise control the property in the Redevelopment Area, the submission must include the proposed method of acquiring such ownership or control.

All proposals must be submitted to Economic Development Director Sarah Kerner (417-864-1035) by email at skerner@springfieldmo.gov, and must be received no later than 10:00 a.m. on April 24, 2020, after which time proposals will not be accepted. Proposals that are submitted, including the proposed Redevelopment Plan, will be available for review through the office of the City Clerk, if open to the public, and through the City's website as described above for the Redevelopment Plan.

All submissions shall be judged on: (i) the qualifications of the applicant; (ii) the merit and viability of the proposal for redevelopment described in the submission, including the ability of the applicant to obtain ownership or control of property in the Redevelopment Area, if applicable; (iii) the quality and detail of the submission, including compliance with the TIF Act; (iv) the ability of the submission to aid in increasing employment in the City and eliminating blight from the Redevelopment Area; (v) the ability of the proposal and the applicant to meet all of the requirements of the TIF Policy; and (vi) the ability of the proposal to accomplish any other goals that it may identify.

The Commission and City reserve the right to reject all proposals and publish any additional requests for proposals as may be necessary, and to extend the time period to submit responses to this Notice. All proposals will be considered by the Commission at a meeting to be held at the same time and location as the hearing.

**Tax Increment Financing Commission
of the City of Springfield, Missouri**
Busch Municipal Building
840 Boonville, Springfield, Missouri

**SPRINGFIELD IDEA COMMONS
TAX INCREMENT FINANCING PLAN

CITY OF SPRINGFIELD, MISSOURI**

TIF Commission Consideration:

Date **Resolution No.**

City Council Approval:

Date **Ordinance No.**

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EXHIBITS

- Exhibit 1: Legal Description of Redevelopment Area and Redevelopment Project Area
- Exhibit 2: Map of Redevelopment Area and Redevelopment Project Area
- Exhibit 3: Depiction of Anticipated Site Layout
- Exhibit 4: A: Redevelopment Project Costs and Reimbursable Project Costs
B: Development Schedule
- Exhibit 5: Sources and Uses of Funds
- Exhibit 6: Cost-Benefit Analysis – Local
- Exhibit 7: Cost-Benefit Analysis – State of Missouri
- Exhibit 8: Existing Conditions Study (Blight Study)
- Exhibit 9: Evidence of Commitments to Finance
- Exhibit 10: Relocation Assistance
- Exhibit 11: Redeveloper Affidavit; Developer's Return on Investment Calculations

I. SUMMARY

General Summary

This Springfield IDEA Commons Tax Increment Financing Plan (this “Plan”) contemplates a redevelopment project within an area generally within the bounds of E. Tampa Street to the north, N. Boonville Avenue to the west, N. Robberson Avenue and the “efactory” building located at 405 N. Jefferson Avenue to the east, and a set of railroad tracks running parallel to and north of E. Water Street to the south, all within the limits of the City of Springfield, Missouri (the “City”). This Plan calls for (1) the demolition of two blighted buildings within the Redevelopment Area (as defined herein), (2) the construction of an approximately 30,000 square foot expansion of the existing Jordan Valley Innovation Center (“JVIC”) operated by Missouri State University (“MSU”), intended to provide office and research space for high-tech business tenants (the “JVIC Expansion”), (3) the construction of an approximately 100,000 square foot class-A equivalent office building (the “Office Building”), anticipated to consist of five stories, with approximately 10,000 square feet of the first story operating as food service retail serving the Office Building and surrounding areas, (4) a multi-level parking garage anticipated to provide approximately 400 parking spaces to serve the Redevelopment Area and surrounding areas (the “Parking Garage”), (5) a common area / urban park between and around the Office Building and the Parking Garage to provide green space and outdoor event space for the Redevelopment Area and the surrounding community (the “Central Commons”), (6) storm water improvements consisting of constructing and installing a twin-cell underground box culvert across the Redevelopment Area in order to channel Jordan Creek under the Redevelopment Area (the “Stormwater Improvements”), (7) sanitary sewer improvements including the relocation of an existing sanitary sewer line to accommodate the Stormwater Improvements, increasing the size of the relocated sewer line and replacing portions of the existing trunk sewer infrastructure to which the line connects (the “Sanitary Sewer Improvements”), and (8) improvements to E. Phelps Street, which runs across the northern portion of the Redevelopment Area and will separate the JVIC Expansion from the Office Building, including road improvements, curb and gutter, and ADA-compliant sidewalks and sidewalk ramps (the “Street Improvements”). The JVIC Expansion, the Office Building, the Parking Garage, the Central Commons, the Stormwater Improvements, the Sanitary Sewer Improvements, and the Street Improvements are referred to collectively herein as the “Redevelopment Project.”

The total estimated cost of the Redevelopment Project is approximately \$55,397,284, of which approximately \$6,250,000 constitutes Reimbursable Project Costs (defined herein). This includes approximately \$6,250,000 in Reimbursable Project Costs eligible to be reimbursed from TIF Revenue (defined herein), which also qualify as State TIF Reimbursable Project Costs anticipated to be eligible to be reimbursed from State Supplemental TIF (defined herein). The Reimbursable Project Costs are identified in Exhibit 4A attached to this Plan. Additionally, it is anticipated that interest accruing on the Reimbursable Project Costs and State TIF Reimbursable Project Costs will be paid as Reimbursable Project Costs and State TIF Reimbursable Project Costs, respectively.

Pursuant to the Act, Tax Increment Financing (defined herein) allows for the use of Payments in Lieu of Taxes (defined herein) and Economic Activity Taxes (defined herein) generated and collected within the Redevelopment Project Area (defined herein) for a twenty-three (23) year period to pay Reimbursable Project Costs. Additionally, State Supplemental TIF will be utilized to pay State TIF Reimbursable Project Costs. Upon the reimbursement of all Reimbursable Project Costs, State TIF Reimbursable Project Costs, and interest accrued thereon, Tax Increment Financing will be terminated within the Redevelopment Area and the Taxing Districts (defined herein) will receive all tax revenue generated within the Redevelopment Area.

Financing Summary

The financing of the Redevelopment Project will utilize several intertwining revenue production and incentive mechanisms. Tax Increment Financing will be implemented in order to provide reimbursement to MSU for a portion of the costs of the Parking Garage and to the City for the costs of the Stormwater Improvements, the Sanitary Sewer Improvements, the Street Improvements and certain formation costs, as Reimbursable Project Costs. The City intends to include the Office Building within a plan for industrial development (the “Chapter 100 Plan”) pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri (“Chapter 100”) and to take title to the portion of the Redevelopment Area underlying the Office Building in connection with the Chapter 100 Plan. These actions will remove the Office Building from the tax rolls and replace the owner’s obligation to pay taxes with a contractual obligation to make a payment in lieu of tax (the “Chapter 100 Payments,” which will not constitute PILOTs, as defined below, for purposes of Tax Increment Financing) in an amount determined by application of the tax rates current at the time of approval of this Plan by the City Council of the City to the total initial equalized value of real property in the Redevelopment Area. The Chapter 100 Payments will be distributed to the Taxing Districts in accordance with the provisions of Chapter 100. This structure results in 100% abatement of all amounts that would otherwise have been paid as PILOTs as a result of the adoption of Tax Increment Financing within the Redevelopment Area because all other improvements and real property within the Redevelopment Area is expected to be publicly owned. Instead of paying amounts to be captured as Tax Increment Financing PILOTs with respect to the Office Building, the owner of the Office Building will pay special assessments to be imposed by a Transportation Development District (“TDD”) to be created pursuant to Section 238.200 through 238.280, inclusive, of the Revised Statutes of Missouri (the “TDD Act”). The boundaries of the TDD are anticipated to include the property on which the Office Building and the Parking Garage will be located. Special assessments will be imposed by the TDD on the Office Building property in order to pay a portion of the costs of financing the Parking Garage. The Parking Garage financing, the related TDD special assessments, and the Chapter 100 Plan are anticipated to have a 20-year duration. For this reason, the Tax Increment Financing revenues that will be available to pay Reimbursable Project Costs are anticipated to be (1) PILOTs, but only after the Parking Garage financing term is completed, (2) EATs during the entire 23-year duration of this Plan, and (3) State Supplemental TIF during the entire 23-year duration of this Plan. The anticipated sources and uses of funds for the Redevelopment Project are set out on Exhibit 5 to this Plan.

II. DEFINITIONS

As used in this Tax Increment Financing Plan, the following terms shall have the following meanings:

“Act,” the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et seq., of the Revised Statutes of Missouri, as amended.

“Administrative Expenses” shall have the meaning set forth in Section V.A. of the Plan.

“Blighted area,” an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

“Chapter 100,” Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri.

“Chapter 100 Plan,” a plan for industrial development approved by the City pursuant to Chapter 100 that involves the City taking title to the Office Building property for a term related to the imposition of special assessments by the TDD to pay the debt service on a financing for a portion of the costs of the Parking Garage.

“Chapter 100 Payments,” payments made to the City under the Chapter 100 Plan, in an amount determined by application of the tax rates current at the time of approval of this Plan by the City Council of the City to the total initial equalized value of real property in the Redevelopment Area, for distribution to the Taxing Districts.

“City,” the City of Springfield, Missouri.

“Commission,” the Tax Increment Financing Commission of the City of Springfield, Missouri.

“Economic Activity Taxes” or “EATs”, fifty percent (50%) of the total additional revenue from taxes which are imposed by the City and other Taxing Districts, and which are generated by economic activities within the Redevelopment Project Area over the amount of such taxes generated by economic activities within the Redevelopment Project Area in the calendar year prior to the adoption of the ordinance approving the Redevelopment Project and designating the Redevelopment Project Area, while Tax Increment Financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500, RSMo., taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo., licenses, fees or special assessments other than Payments in Lieu of Taxes and interest and penalties thereon. If a retail establishment relocates within one (1) year from one facility to another facility within the same county and the governing body of the City passes an Ordinance finding that the relocation is a direct beneficiary of Tax Increment Financing, then for purposes of this definition the economic activity taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by the City and other Taxing Districts over the amount of economic activity taxes generated by the retail establishment in the calendar year prior to its relocation to the Redevelopment Project Area.

“Gambling Establishment,” an excursion gambling boat as defined in Section 313.800 of the Revised Statutes of Missouri, as amended, and any related business facility including any real property improvements which are directly and solely related to such business facility, whose sole purpose is to provide goods or services to an excursion gambling boat and whose majority ownership interest is held by a person licensed to conduct gambling games on an excursion gambling boat or licensed to operate an excursion gambling boat as provided in Sections 313.800 to 313.850, RSMo.

“JVIC,” the Jordan Valley Innovation Center located at 524 N Boonville Ave in Springfield, Missouri, and operated by MSU.

“MSU,” Missouri State University.

“Obligations,” bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City or the Commission to pay or reimburse all or any portion of the Redevelopment Project Costs or to otherwise carry out the Redevelopment Project or to refund outstanding Obligations.

“Ordinance,” an ordinance enacted by the governing body of the City.

“Payment in Lieu of Taxes” or “PILOTs,” those estimated revenues from real property in the Redevelopment Project Area, which revenues according to the Plan are to be used for a private use, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the Redevelopment Project Area exceeds the total initial equalized value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate located within the Redevelopment Project Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo.

“Redeveloper,” The Vecino Group, LLC or such other private business entity that enters into the Redevelopment Agreement for the purpose of implementing the Redevelopment Plan.

“Redevelopment Agreement,” the agreement among the City, MSU and the Redeveloper for the implementation of the Redevelopment Plan or a portion thereof.

“Redevelopment Area,” the real property legally described on Exhibit 1.

“Redevelopment Plan” or “Plan,” this Springfield IDEA Commons Tax Increment Financing Plan, as amended from time to time.

“Redevelopment Project,” the development activities undertaken within the Redevelopment Area intended to accomplish the objectives of this Redevelopment Plan, which include the following:

1. The demolition of two blighted buildings within the Redevelopment Area.
2. “Central Commons”: a common area / urban park between and around the Office Building and the Parking Garage that will provide green space and outdoor event space for the Redevelopment Area and the surrounding community.
3. “JVIC Expansion”: the construction of an approximately 30,000 square foot expansion of the existing JVIC building intended to provide office and research space for high-tech business tenants.
4. “Office Building”: the construction of an approximately 100,000 square foot class-A equivalent office building anticipated to consist of five stories, with approximately 10,000 square feet of the first story operating as food service retail.
5. “Parking Garage”: a multi-level parking garage anticipated to provide approximately 400 parking spaces to serve the Redevelopment Area and surrounding areas.
6. “Sanitary Sewer Improvements”: sanitary sewer improvements including the relocation of an existing sanitary sewer line to accommodate the Stormwater Improvements, increasing the size of the relocated sewer line and replacing

portions of the existing trunk sewer infrastructure to which the line connects.

7. “Stormwater Improvements”: storm water improvements consisting of constructing and installing a twin-cell underground box culvert across the Redevelopment Area in order to channel Jordan Creek under the Redevelopment Area.
8. “Street Improvements”: improvements to E. Phelps Street, which runs across the northern portion of the Redevelopment Area and will separate the JVIC Expansion from the Office Building, including road improvements, curb and gutter, and ADA-compliant sidewalks and sidewalk ramps.

“Redevelopment Project Area” the area selected for the Redevelopment Project that is described in Exhibit 1, which is coterminous with the Redevelopment Area.

“Redevelopment Project Costs” include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and the Redevelopment Project. Such costs are identified on Exhibit 4A, attached hereto, and may include, but are not limited to the following:

1. Costs of studies, surveys, plans and specifications;
2. Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the City, Greene County and the State for the administration of sections 99.800 to 99.865, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan or the Redevelopment Project;
3. Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;
5. Cost of construction of public works or public and/or private improvements; and
6. Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law.

“Reimbursable Project Costs,” \$6,250,000 of the Redevelopment Project Costs, as specifically identified on Exhibit 4A, attached hereto, which, subject to the terms and conditions of the Redevelopment Agreement, may be reimbursed to MSU and the City, together with interest thereon.

“Special Allocation Fund,” the fund maintained by the City or the Commission, which contains at least two (2) separate segregated accounts for the Redevelopment Project, maintained by the treasurer or finance department of the City or the treasurer of the Commission into which Payments in Lieu of Taxes, Economic Activity Taxes and other revenues are deposited.

“State,” the State of Missouri or any agency thereof.

“State Cooperation Agreement” means a cooperation and development agreement entered into among the City, MSU, the State, and any other parties at the direction of the State.

“State Supplemental TIF,” shall include 50% of the state income tax withheld on behalf of new employees by the employers pursuant to Section 143.221 RSMo at the business located within the Redevelopment Project Area identified by the City, which amounts will be disbursed in accordance with the State Cooperation Agreement and the procedures established for such disbursement by the State.

“State TIF Reimbursable Project Costs” are anticipated to include \$6,250,000 of the Reimbursable Project Costs, as specifically identified on Exhibit 4A, attached hereto, which, subject to the terms and conditions of the State Cooperation Agreement, may be reimbursed to MSU and the City, together with interest thereon.

“Tax Increment Financing,” tax increment allocation financing as provided pursuant to the Act.

“Taxing Districts,” any political subdivision of the State located wholly or partially within the Redevelopment Project Area having the power to levy taxes.

“TDD,” a Transportation Development District formed under the TDD Act, with boundaries anticipated to include the property on which the Office Building and the Parking Garage will be located.

“TDD Act,” Sections 238.200 through 238.280, inclusive, of the Revised Statutes of Missouri.

“TIF Revenue,” Payments in Lieu of Taxes and Economic Activity Taxes.

III. TAX INCREMENT FINANCING

This Plan is adopted pursuant to the Act. The Act enables municipalities to finance Redevelopment Project Costs with the revenue generated from Payments in Lieu of Taxes, Economic Activity Taxes and, subject to approval by the State, State Supplemental TIF. This Redevelopment Plan shall be filed of record against all real property in the approved Redevelopment Project Area.

IV. GENERAL DESCRIPTION OF PLAN AND PROJECT

- A. The Redevelopment Plan and Redevelopment Project Area. This Redevelopment Plan contemplates the construction of a mixed-use development consisting of research space, office space and retail space, along with related public infrastructure improvements within an area generally within the bounds of E. Tampa Street to the north, N. Boonville Avenue to the west, N. Robberson Avenue and the “efactory” building located at 405 N. Jefferson Avenue to the east, and a set of railroad tracks running parallel to and north of E. Water Street to the south, all within the limits of the City in Greene County, Missouri, and which will consist of a single Redevelopment Project Area, as shown on Exhibit 2. The Street Improvements will be located on E. Phelps Street and related sidewalk easements, which are partially outside, but adjacent to, the Redevelopment Project Area.

- B. Redevelopment Area. The Redevelopment Area will consist of a single Redevelopment Project Area. The area includes approximately 3.2 acres located in the City, as legally described on Exhibit 1 attached hereto. A map showing the boundaries of the Redevelopment Area is included as Exhibit 2 attached hereto.
- C. Redevelopment Project Area. The legal description for the Redevelopment Project Area is provided on Exhibit 1, attached hereto. A map showing the boundaries of the Redevelopment Project Area is included as Exhibit 2 attached hereto.
- D. The Redevelopment Project. The Redevelopment Project includes the demolition of two blighted buildings within the Redevelopment Area, the Central Commons, the JVIC Expansion, the Office Building, the Parking Garage, the Stormwater Improvements, the Sanitary Sewer Improvements, and the Street Improvements. The Redevelopment Project will be undertaken in furtherance of the objectives of this Redevelopment Plan, as described below. A general depiction of the location of the various surface components of the Redevelopment Project is attached as Exhibit 3. Estimated construction employment and long-term employment information for the Redevelopment Project is set forth in Exhibit 7.
- E. Estimated Date of Completion. The estimated date for completion of the Redevelopment Project is fourth quarter 2021. Exhibit 4B identifies the estimated construction schedule for specific components of the Redevelopment Project. The completion of the Redevelopment Project will occur no later than twenty-three (23) years from the adoption of the Ordinance approving the Redevelopment Project. No Obligations will be issued to finance Redevelopment Project Costs. In no event shall the Ordinance approving the Redevelopment Project be passed by the City later than ten (10) years from the passage of the ordinance approving this Redevelopment Plan.
- F. Redevelopment Plan Objectives. The specific objectives of the Redevelopment Plan are as follows:
1. To eliminate insanitary and unsafe conditions, deteriorated site improvements and conditions which endanger life or property by fire and other causes that are currently located in the Redevelopment Area for the betterment of the Redevelopment Area and the community at large;
 2. To enhance the tax base of the City, the State and the other Taxing Districts, and to encourage private investment in the surrounding area;
 3. To increase employment opportunities by adding jobs in the Redevelopment Area (see Exhibit 7 for jobs estimates);
 4. To stimulate construction and development and generate tax revenues, which would not occur without Tax Increment Financing assistance;
 5. To construct a technical research and office campus of approximately 130,000 square feet, with approximately 120,000 square feet of research and office space and approximately 10,000 square feet of retail space;

6. To implement public infrastructure improvements in and adjacent to the Redevelopment Area including the Stormwater Improvements, the Sanitary Sewer Improvements, and the Street Improvements; and
 7. To facilitate the development of the Parking Garage and Central Commons.
- G. Gambling Establishment. The Redevelopment Plan does not include the initial development or redevelopment of any Gambling Establishment.

V. FINANCING

- A. Estimated Reimbursable Project Costs. The total cost to implement the Redevelopment Project is estimated to be \$55,397,284 and is described more particularly on Exhibit 4A, attached hereto. The Plan proposes that approximately \$6,250,000 in Reimbursable Project Costs be reimbursable from TIF Revenue and State Supplemental TIF (approximately 11.3% of the Redevelopment Project Costs). The Reimbursable Project Costs and State TIF Reimbursable Project Costs are identified on Exhibit 4A, attached hereto.

The City has determined that certain planning and special services expenses of the City ("Administrative Expenses"), which are not direct Redevelopment Project Costs, are nonetheless reasonable and necessary for the implementation of this Plan and are incidental costs to this Plan. The incidental costs will be recovered by the City by collecting up to 2.0% of the Payments in Lieu of Taxes and Economic Activity Taxes paid annually into the Special Allocation Fund. Additionally, incidental costs incurred and invoiced by the State and Greene County, Missouri may be deducted by the City from amounts on deposit in the Special Allocation Fund and reimbursed to such entities throughout the course of implementation of this Plan.

- B. Anticipated Sources of Funds. The Redeveloper and MSU currently own all of the property within the Redevelopment Area, so no funding will be needed for property acquisition. The costs of the Office Building and a portion of the JVIC Expansion (estimated at \$32,270,084, in total) are anticipated to be financed through a combination of equity and/or private debt financing to be issued on terms to be negotiated by the Redeveloper and the investor/financing parties. A portion of the JVIC Expansion (estimated at \$2,527,200), is anticipated to be financed through New Market Tax Credit equity investments. A portion of the JVIC Expansion and a portion of the parking garage costs (estimated at \$10,600,000, in total) will be contributed by MSU, provided that MSU anticipates partial reimbursement from the Tax Credit for Contribution Program implemented by the Missouri Development Finance Board ("MDFB"). A portion of the Parking Garage costs in the amount of \$6,000,000 is anticipated to be financed by a loan from MDFB, to be paid back from special assessments imposed by the TDD on the Office Building over a 20-year period. Finally, the City is anticipated to contribute initial funding in the amount of \$3,250,000 for the construction of the Stormwater Improvements, Street Improvements and Sanitary Sewer Improvements and to provide initial funding for the formation costs relating to Tax Increment Financing. Initial funding for the costs of the Central Commons (estimated at \$750,000) is still being determined among the transaction participants.

Anticipated sources and amounts of funds to pay Redevelopment Project Costs are shown on Exhibit 5 and in the information contained in Exhibit 9, “Evidence of Commitments to Finance.”

- C. Payments in Lieu of Taxes. Projections for Payments in Lieu of Taxes are based on current and anticipated real property assessments and current and anticipated property tax rates, both of which are subject to change due to many factors, including reassessment, the effects of real property classification for real property tax purposes, and the rollback in tax levies resulting from reassessment or classification.

The estimated total Payments in Lieu of Taxes generated within the Redevelopment Project Area while Tax Increment Financing remains in place is shown in Exhibit 6 on the sheet captioned “PROJECTION OF TOTAL TIF REVENUE.” All such Payments in Lieu of Taxes will be made available to pay Reimbursable Project Costs, in accordance with the Redevelopment Agreement. During the term of the financing for the Parking Garage, the Payment in Lieu of Taxes will be reduced to zero by operation of the Chapter 100 Plan, allowing the owner of the Office Building to instead pay the Chapter 100 Payments and the special assessments to be imposed by the TDD to pay debt service on the MDFB loan relating to the Parking Garage.

Any Payments in Lieu of Taxes that exceed the amount necessary for reimbursement of Reimbursable Project Costs shall be declared surplus and be available for distribution to the Taxing Districts in the manner provided by the Act. No such surplus declaration shall be made during the time that State Supplemental TIF revenues are being paid for State TIF Reimbursable Costs.

- D. Economic Activity Taxes. The projected Economic Activity Taxes generated within the Redevelopment Project Area while Tax Increment Financing remains in place is shown in Exhibit 6 on the sheet captioned “PROJECTION OF TOTAL TIF REVENUE,” all of which will be made available, upon annual appropriation by the City, to pay Reimbursable Project Costs. Anticipated Economic Activity Taxes generated from statutory TIF will include 50% of the incremental sales taxes.

The amount of Economic Activity Taxes that exceeds the amount necessary for reimbursement of Reimbursable Project Costs shall be declared surplus and be available for distribution to the Taxing Districts in the manner provided by the Act. No such surplus declaration shall be made during the time that State Supplemental TIF revenues are being paid for State TIF Reimbursable Costs.

- E. State Supplemental TIF. The projected State Supplemental TIF to be collected by the State of Missouri (the “State”) and, subject to appropriation, deposited within the Missouri supplemental tax increment financing fund, during such time approved by the Director of Economic Development of the State and the Commissioner of the Office of Administration of the State, is shown in Exhibit 6 on the sheet captioned “PROJECTION OF TOTAL TIF REVENUE,” all of which will be made available, upon appropriation by the State, to pay State TIF Reimbursable Project Costs approved by the State.
- F. Anticipated Type and Terms of Obligations. Obligations will not be issued to finance the Reimbursable Project Costs. The obligation to provide reimbursement from TIF Revenues under the Redevelopment Agreement shall be retired no later than twenty-three

(23) years after the adoption of the Ordinance adopting Tax Increment Financing for the Redevelopment Project.

- G. Evidence of Commitments to Finance. Commitments for financing of the Redevelopment Project are attached hereto as Exhibit 9.

VI. MOST RECENT EQUALIZED ASSESSED VALUATION

The 2019 total initial equalized assessed valuation of the Redevelopment Area according to current records at the Greene County Assessor's Office is \$83,010. The Redevelopment Area consists of the entirety of three tax parcel and portions of a fourth and fifth tax parcel. See Exhibit 6 for a breakdown of existing tax parcels within the Redevelopment Area. Currently, four of the five affected tax parcels are owned by MSU, making them exempt from taxation and causing them to have zero assessed value in the tax records. The parcel associated with tax identification number 881313311005 has a 2019 assessed value of \$83,010.

Payments in Lieu of Taxes measured by subsequent increases in property tax revenue which would have resulted from increased valuation had Tax Increment Financing not been adopted will be segregated from taxes resulting from the total initial equalized assessed valuation, and deposited in the Special Allocation Fund for payment of Reimbursable Project Costs, in accordance with the Redevelopment Agreement.

VII. ESTIMATED EQUALIZED ASSESSED VALUATION AFTER REDEVELOPMENT

When the Redevelopment Project has been completed, the total assessed valuation of the Redevelopment Area will be determined. Following the completion of the Redevelopment Project, it is estimated that the assessed value of the property within the Redevelopment Project Area will increase to approximately \$8,045,168. The estimated increase in assessed valuation is further described in Exhibit 6, attached hereto.

VIII. GENERAL LAND USE

The Redevelopment Plan provides for the development of a mixed-use development consisting of research space, office space and retail space, along with related public infrastructure improvements.

IX. CONFORMANCE TO THE COMPREHENSIVE PLAN

The *IDEA Commons Plan*, which is a sub-district within the *Jordan Valley and Jordan Valley Park Concept Plan and Design Guidelines*, itself a component of the City's comprehensive plan (collectively, the "Comprehensive Plan") designates property within the Redevelopment Area as an area for research and development, advanced manufacturing and education. The immediate surrounding properties are designated for general mixed use. The stated goal of the Comprehensive Plan for the area including the Redevelopment Area is to "create a vibrant mixed-use community that is a model for innovative and sustainable development, complements Missouri State University's initiative to expand opportunities for business development and commercialization, and supports the vision for Jordan Valley." One of the primary purposes of this Plan is to construct the Office Building and JVIC Expansion with the goal of increasing research space and office space within the Redevelopment Area that will serve high-tech business tenants. Such projects are part of MSU's initiative to expand opportunities for business development. This Plan aligns with the goals and uses set out in the Comprehensive Plan. Additionally, the Stormwater Improvements, Sanitary Sewer Improvements and Street Improvements will

help promote the Comprehensive Plan's objective to upgrade public infrastructure to provide complete streets, adequate water and sewer service, storm water facilities, and public open space and other amenities within the *IDEA Commons Plan* area.

X. EXISTING CONDITIONS IN THE REDEVELOPMENT AREA

The Redevelopment Area is a Blighted Area, as defined by the Act, and the Redevelopment Project is in the public interest because it will alleviate insanitary or unsafe conditions, deterioration of site improvements, and conditions which endanger life or property by fire and other causes and which cause the Redevelopment Area to constitute an economic and social liability and a menace to the public health, safety and welfare in its present condition and use. A Blight Study performed by the Springfield Department of Planning and Development is attached to this Plan as Exhibit 8 and provides evidence of such blighting conditions within the Redevelopment Area.

XI. "BUT FOR TIF"

The Redevelopment Area has not been subject to growth and development through investment by private enterprise, as affirmed by the Redeveloper Affidavit, attached as Exhibit 11, and would not reasonably be anticipated to be developed without the adoption of tax increment financing due to the substantial costs of the Redevelopment Project and the necessity of the Parking Garage, the Stormwater Improvements, the Sanitary Sewer Improvements and the Street Improvements to support the Redevelopment Project.

Substantial public financing of the Redevelopment Project is identified within this Plan. This assistance is necessary to ensure successful redevelopment of the Redevelopment Area in order to serve the public purposes described in this Plan. The purpose of affording public assistance is to accomplish the stated public purposes and not to subsidize otherwise economically viable project improvements. The analysis of the Redeveloper's return on investment shown in Exhibit 11, together with the Redeveloper's affidavit, provide evidence that the Redevelopment Area would not reasonably be anticipated to be developed without the adoption of tax increment financing providing both the TIF Revenue and the State Supplemental TIF.

XII. COST-BENEFIT ANALYSIS

The local cost-benefit analysis, attached hereto as Exhibit 6, describes the economic impact of this Plan on each Taxing District. The analysis includes a fiscal impact study on every Taxing District, and sufficient information for the Commission and City to evaluate whether this Plan, as proposed, is financially feasible. The state-level cost-benefit analysis, attached hereto as Exhibit 7, describes the economic impact of this Plan on the State.

XIII. ACQUISITION AND DISPOSITION

The Redeveloper and MSU currently own all property within the Redevelopment Area. Although the public verses private ownership is expected to be redistributed during the course of redevelopment to allow the Office Building to be constructed on privately-owned land and the other surface components of the Redevelopment Project to be constructed on public land, this will be achieved by agreement between the Redeveloper and MSU. No property located within a Redevelopment Project Area shall be acquired by eminent domain.

XIV. RELOCATION ASSISTANCE PLAN

Relocation assistance will be available to all eligible displaced occupants in conformance with the Commission's Relocation Assistance Plan as shown in Exhibit 10 or as may be required by other state or federal laws. Any relocation will be at the expense of the Redeveloper. There are currently not any persons or businesses living or operating within the Redevelopment Area.

XV. PROVISION OF PUBLIC FACILITIES

All necessary public facilities and utilities to service the Redevelopment Area will be provided as part of this Plan.

XVI. REDEVELOPMENT AGREEMENT

Upon approval of this Plan, the City, MSU and the Redeveloper will enter into a Redevelopment Agreement, which will include, among other things, provisions relative to the following:

1. Implementation of the Plan;
2. Reporting of Economic Activity Taxes;
3. Design guideline review and approval process;
4. Certification and approval of Reimbursable Project Costs;
5. Public participation;
6. Payment of Prevailing Wages on applicable improvements; and
7. Application of TIF Revenue and, if approved by the State, State Supplemental TIF.

EXHIBIT 1
TO TIF PLAN

Legal Description of Redevelopment Area and Redevelopment Project Area

A Proposed Tax Increment Financing District (TIF) being a part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 13, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, and a part of the tracts of land described in Book 2005, at Page 022977-05 and in Book 2009, at Page 23561-09 and in Book 2009, at Page 039458-09, and in Book 1056, at Page 359, and all that part of the tract of land described in Book 2019, at Page 002044-19, all being recorded in the Greene County, Missouri Recorder of Deeds Office and a part of the vacated right-of-way of Peach Alley or Robberson Avenue, lying South of the South right-of-way line of Phelps Street and North of the Saint Louis and San Francisco Railroad right-of-way or Mill Street, which is described in Vacation 361 (City of Springfield Ordinance Number 18567 dated June 18, 1979) and in Vacation 293 (City of Springfield Special Ordinance Number 17266 dated March 22, 1976) and in Council Bill 4173 (Special Ordinance Number 3946 dated July 1, 1942), and a part of the existing public rights-of-way of Phelps Street and Robberson Avenue, being more particularly described as follows:

BEGINNING at the intersection of the South right-of-way line of Phelps Street and East right-of-way line of Boonville Avenue (Southeast corner), as they now exist; Thence North 0 Degrees 16 Minutes 56 Seconds East, a distance of 43.50 feet, to the intersection of the proposed North right-of-way line of said Phelps Street, and the East right-of-way line of said Boonville Avenue (Northeast corner), said point being South 0 Degrees 30 Minutes 32 Seconds East, a distance of 6.51 feet from the existing Northeast corner of said Boonville Avenue and Phelps Street; Thence South 89 Degrees 28 Minutes 15 Seconds East, along said proposed North right-of-way line of said Phelps Street, a distance of 58.57 feet; Thence North 0 Degrees 32 Minutes 36 Seconds West, leaving said proposed North right-of-way line, a distance of 86.61 feet; Thence North 89 Degrees 27 Minutes 24 Seconds East, a distance of 130.78 feet; Thence South 0 Degrees 32 Minutes 36 Seconds East, a distance of 33.77 feet; Thence North 89 Degrees 27 Minutes 24 Seconds East, a distance of 85.16 feet, to a point on the West right-of-way line of Robberson Avenue, as it now exists; Thence continuing North 89 Degrees 27 Minutes 24 Seconds East, into said public right-of-way of Robberson Avenue, a distance of 19.89 feet; Thence South 01 Degrees 50 Minutes 07 Seconds West, a distance of 94.64 feet, to a point on the existing South right-of-way line of said Phelps Street, as it now exists; Thence continuing South 01 Degrees 50 Minutes 07 Seconds West, leaving said South right-of-way line, a distance of 99.68 feet; Thence South 88 Degrees 31 Minutes 51 Seconds East, a distance of 85.47 feet; Thence South 01 Degrees 14 Minutes 07 Seconds West, a distance of 218.32 feet, to a point on the North right-of-way line of said Saint Louis and San Francisco Railroad; Thence continuing along said North right-of-way line, for the next three (3) calls: North 89 Degrees 03 Minutes 50 Seconds West, a distance of 81.19 feet; Thence South 01 Degrees 37 Minutes 36 Seconds West, a distance of 5.00 feet; Thence North 89 Degrees 22 Minutes 47 Seconds West, a distance of 283.75 feet, to a point on said East right-of-way line of Boonville Avenue; Thence North 0 Degrees 38 Minutes 31 Seconds West, leaving said North right-of-way line of said railroad, and along said East right-of-way line, a distance of 317.26 feet, to the POINT OF BEGINNING, containing 3.194 acres, more or less, subject to easements, rights-of-way and restrictions of record, all being in the City of Springfield, Greene County, Missouri, this description is not to be used for the transfer of title nor any other purpose other than for which it is being conveyed.

EXHIBIT 2
TO TIF PLAN

Map of Redevelopment Area and Redevelopment Project Area



EXHIBIT 3

TO TIF PLAN

Depiction of Anticipated Site Layout



MSU JVIC EXPANSION (PUBLIC)

VECINO GROUP OFFICE (PRIVATE)

MSU PARKING GARAGE (PUBLIC)

EXHIBIT 4

TO TIF PLAN

- A: Redevelopment Project Costs and Reimbursable Project Costs
- B: Development Schedule

EXHIBIT 4A
Redevelopment Project Costs and Reimbursable Project Costs

Cost Category	Total Cost	Private Costs	Public Costs					Redevelopment Project Costs	Reimbursable Project Costs ¹	State TIF Reimbursable Project Costs ¹
		Vecino	Vecino / New Market Tax Credits	MSU	City	TDD	Funding to be Determined			
Office Building ²	\$ 25,000,000	\$ 25,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000,000	\$ -	\$ -
Central Commons	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -
JVIC Expansion ²	\$ 14,397,284	\$ -	\$ 9,797,284	\$ 4,600,000	\$ -	\$ -	\$ -	\$ 14,397,284	\$ -	\$ -
Stormwater Improvements	\$ 2,130,000	\$ -	\$ -	\$ -	\$ 2,130,000	\$ -	\$ -	\$ 2,130,000	\$ 2,130,000	\$ 2,130,000
Street Improvements	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ 800,000	\$ 800,000	\$ 800,000
Sanitary Sewer Improvements	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ 220,000	\$ 220,000	\$ 220,000
Parking Garage	\$ 12,000,000	\$ -	\$ -	\$ 6,000,000	\$ -	\$ 6,000,000	\$ -	\$ 12,000,000	\$ 3,000,000	\$ 3,000,000
TIF Formation Costs	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000
Totals	\$ 55,397,284	\$ 25,000,000	\$ 9,797,284	\$ 10,600,000	\$ 3,250,000	\$ 6,000,000	\$ 750,000	\$ 55,397,284	\$ 6,250,000	\$ 6,250,000

¹ Reimbursable Project Costs and State TIF Reimbursable Project Costs are anticipated to accrue interest from the date certified until the date reimbursed at the rate of 6.0%.

² Demolition costs of blighted structures are included in total costs of the Office Building and JVIC Expansion.

EXHIBIT 4B
Development Schedule

Redevelopment Project Component	Estimated Completion Date
Office Building	December 2021
Central Commons	December 2021
JVIC Expansion	July 2021
Stormwater Improvements	January 2021
Street Improvements	December 2021
Sanitary Sewer Improvements	January 2021
Parking Garage	July 2021
Overall Completion Date	December 2021

EXHIBIT 5

TO TIF PLAN

Sources and Uses of Funds

EXHIBIT 5
Anticipated Sources and Uses of Funds

Set out below are the anticipated sources and uses of funds for the initial development within the Redevelopment Area. Certain portions of the amounts shown below are anticipated to be reimbursed from tax increment financing revenues.

Office Building		
Total Cost		\$ 25,000,000
Funding Sources	Developer's Private Financing	\$ 25,000,000 ¹

Central Commons		
Total Cost		\$ 750,000
Funding Sources	To Be Determined	\$ 750,000

JVIC Expansion		
Total Cost		\$ 14,397,284
Funding Sources	New Market Tax Credit Equity	\$ 2,527,200 ¹
	Developer's Private Financing	\$ 7,270,084 ^{1, 2}
	MSU Contribution for MDFB tax credits	\$ 3,000,000 ^{3, 5}
	MSU Contribution	\$ 1,600,000 ⁵
Total Sources		\$ 14,397,284

City Infrastructure Improvements		
Stormwater Improvements		\$ 2,130,000
Street Improvements		\$ 800,000
Sanitary Sewer		\$ 220,000
Total Cost		\$ 3,150,000
Funding Sources	City Contribution	\$ 3,150,000 ⁵

Parking Garage		
Total Cost		\$ 12,000,000
Funding Sources	MSU Contribution for MDFB tax credits	\$ 3,000,000 ³
	MDFB Loan	\$ 6,000,000 ⁴
	MSU Contribution	\$ 3,000,000 ⁵
Total Sources		\$ 12,000,000

Notes:

1. Term of financing arrangement to be determined through negotiations between the developer and the developer's equity investors and private lending institutions.
2. Private financing to be repaid from leases and other fees relating to use of JVIC Expansion.
3. MSU will make a contribution to the costs of the Redevelopment Project in exchange for tax credits with equal to 50% of the contribution.
4. Missouri Development Finance Board ("MDFB") loan to be repaid from special assessments imposed by Transportation Development District on Office Building property. The anticipated loan term is 20 years.
5. Amounts shown as "equity" and "contributions" will be paid in cash at or before the time that the applicable Redevelopment Project Costs become due.

EXHIBIT 6

TO TIF PLAN

Cost-Benefit Analysis – Local

**Springfield IDEA Commons
Tax Increment Financing Plan**

COST BENEFIT ANALYSIS - LOCAL

**SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN
COST BENEFIT ANALYSIS - LOCAL
BASE PROPERTY DATA WORKSHEET**

Base Property Data												
Parcel	GIS Parcel ID	Tax ID	Owner	Address	Class	Parcel	Market Value			Assessed Value		
							Land	Building	Total	Land	Building	Total
1	1313312010	881313312010	Missouri State University	524 N Boonville Avenue	Exempt	1	\$0	\$0	\$0	\$0	\$0	\$0
2	1313311001	881313311001	Missouri State University	430 N Boonville Avenue	Exempt	2	\$0	\$0	\$0	\$0	\$0	\$0
3	1313311005	881313311005	414 N Boonville, LLC	414 N Boonville Avenue	Commercial	3	\$94,100	\$165,300	\$259,400	\$30,110	\$52,900	\$83,010
4	1313311009	881313311009	Missouri State University	410 N Boonville Avenue	Exempt	4	\$0	\$0	\$0	\$0	\$0	\$0
5	1313318009	881313318009	Missouri State University	405 N Jefferson Aenue	Exempt	5	\$0	\$0	\$0	\$0	\$0	\$0
Totals							\$94,100	\$165,300	\$259,400	\$30,110	\$52,900	\$83,010

Note: Only portions of Parcel 1 and Parcel 5 are included in the Redevelopment Area.

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

TAX ASSUMPTIONS

<u>Real Property Assumptions</u>	
<u>Assessment Ratios</u>	
Commercial	32%
Residential	19%
Agricultural	12%
Bi-annual Growth/Inflation Rate	1.00%

<u>Personal Property Assumptions</u>	
Assessment Ratio	33%
Base Market Value	\$0
110% replacement value, 7 year replacement life	

<u>Real Property Levy Rates Subject to TIF ^{1,2}</u>			
Taxing District	Rate	Captured Rate	% of Total
City	0.3493	0.3493	6.4%
City Temporary Levy (2025 exp.) ³	0.2636	0.2636	4.8%
OTC College	0.0985	0.0985	1.8%
OTC College - Temp (2038 exp.) ³	0.1005	0.1005	1.8%
Library	0.2413	0.2413	4.4%
County - General Revenue	0.1177	0.1177	2.2%
County - Road	0.1177	0.1177	2.2%
County - Senior Services	0.0489	0.0489	0.9%
Springfield R-12 Schools	4.1361	4.1361	75.6%
Total of All Captured Tax Levies	5.4736	5.4736	100.0%
<u>Real Property Levy Rates Not Subject to TIF ³</u>			
Mo Blind Pension	0.0300	0.0300	
Replacement Tax	1.0400	1.0400	
County - Sheltered Workshop	0.0463	0.0463	
Total of All Non-Captured Tax Levies	1.1163	1.1163	

<u>Sales Projection Assumptions</u>		
Building	Year	Food Services Retail - Percent Open
Office Building	2022	50%
Office Building	2023	100%

<u>Personal Property Levy Rates</u>		
Taxing District	Rate	% of Total
City	0.3493	6.3%
City Temporary Levy (2025 exp.)	0.2636	4.7%
OTC College	0.0985	1.8%
OTC College - Temp (2038 exp.)	0.1005	1.8%
Library	0.2413	4.3%
County - General Revenue	0.1177	2.1%
County - Road	0.1177	2.1%
County - Senior Services	0.0489	0.9%
Springfield R-12 Schools	4.1361	74.5%
Mo Blind Pension	0.0300	0.5%
County - Sheltered Workshop	0.0463	0.8%
Total	5.5499	100.0%

<u>Sales Taxes Subject to TIF</u>		
Taxing District	Rate	Captured Rate
City ⁵	2.125%	1.063%
County	1.750%	0.875%
Downtown Springfield CID ⁶	0.500%	0.250%
Total	4.375%	2.188%
<u>Sales Taxes Not Subject to TIF</u>		
Taxing District	Rate	
State of Missouri	4.225%	
Total	4.225%	

Notes:

¹ Property tax rates are applied per each \$100 of assessed valuation, with the formula being ((AV / 100) x rate).

² The Downtown Springfield CID imposes a special assessment calculated on the assessed value of property, but the assessment is not subject to TIF.

³ The City and OTC College temporary levies are assumed to terminate on their sunset dates, as shown above.

⁴ TIF does not capture Blind Pension Tax or Merchants and Manufacturers Replacement Tax. Levies imposed by Sheltered Workshops are not subject to TIF.

⁵ Certain City sales taxes have sunset dates: capital improvements (0.25%) - September 30, 2039; transportation (0.125%) - March 31, 2041; public safety (0.75%) - March 31, 2025. It has been assumed that these taxes will be renewed.

⁶ This CID sales tax terminates on March 31, 2031. It is assumed that this tax will not be renewed.

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

DEVELOPMENT ASSUMPTIONS WORKSHEET

Base Assessed Valuations (2019 County Data)		
Parcel	Market Value	Assessed Value
Parcel 1	\$0	\$0
Parcel 2	\$0	\$0
Parcel 3	\$259,400	\$83,010
Parcel 4	\$0	\$0
Parcel 5	\$0	\$0
Total	\$259,400	\$83,010

Estimated Post Construction Assessed Valuations				
Land Use	Building Area (SqFt)	Market Value	Assessed Value	Year of Completion
Parcel 1 - JVIC Expansion (Exempt)	30,000	\$0	\$0	2021
Parcel 2/3 - Office Building (Commercial)	100,000	\$25,141,150	\$8,045,168	2021
Parcel 3/4/5 - Central Commons / Parking Garage (Exempt)	n/a - 404 spaces	\$0	\$0	2021
		\$25,141,150	\$8,045,168	

Sales Projections			
Land Use	Building Area (SqFt)	Sales Per SqFt Per Year	Total Annual Sales
Parcel 1 - JVIC Expansion (No Retail)	n/a	\$0	\$0
Parcel 2/3 - Office Building - Retail Portion (Restaurant Food Sales)	10,000	\$500	\$2,500,000
Parcel 3/4/5 - Central Commons / Parking Garage (No Retail)	n/a	\$0	\$0
	10,000		\$2,500,000

Personal Property Assumption		
Land Use	Personal Prop Value *	First Taxable Year
Parcel 1 - JVIC Expansion (Tenants Subject to Taxation on Personal Property)	\$2,550,000	2022
Parcel 2/3 - Office Building (Commercial, subject to Personal Property Taxation)	\$1,000,000	2022
Parcel 3/4/5 - Central Commons / Parking Garage (Exempt)	\$0	2022
	\$3,550,000	

* Note: JVIC Expansion personal property is expected to be acquired in increments of \$500,000 per year, repeating in each five-year period. Office Building personal property is expected to be replaced every seven years.

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

TIF REVENUE PROJECTIONS

REAL PROPERTY VALUES

	Year	Base		After Redevelopment		Incremental Increase in Assessed Value
		Market Value	Assessed Value	Market Value	Assessed Value *	
1	2020	\$259,400	\$83,010	\$259,400	\$0	\$0
2	2021	\$259,400	\$83,010	\$264,588	\$0	\$0
3	2022	\$259,400	\$83,010	\$25,141,150	\$0	\$0
4	2023	\$259,400	\$83,010	\$25,643,973	\$0	\$0
5	2024	\$259,400	\$83,010	\$25,643,973	\$0	\$0
6	2025	\$259,400	\$83,010	\$26,156,852	\$0	\$0
7	2026	\$259,400	\$83,010	\$26,156,852	\$0	\$0
8	2027	\$259,400	\$83,010	\$26,679,990	\$0	\$0
9	2028	\$259,400	\$83,010	\$26,679,990	\$0	\$0
10	2029	\$259,400	\$83,010	\$27,213,589	\$0	\$0
11	2030	\$259,400	\$83,010	\$27,213,589	\$0	\$0
12	2031	\$259,400	\$83,010	\$27,757,861	\$0	\$0
13	2032	\$259,400	\$83,010	\$27,757,861	\$0	\$0
14	2033	\$259,400	\$83,010	\$28,313,018	\$0	\$0
15	2034	\$259,400	\$83,010	\$28,313,018	\$0	\$0
16	2035	\$259,400	\$83,010	\$28,879,279	\$0	\$0
17	2036	\$259,400	\$83,010	\$28,879,279	\$0	\$0
18	2037	\$259,400	\$83,010	\$29,456,864	\$0	\$0
19	2038	\$259,400	\$83,010	\$29,456,864	\$0	\$0
20	2039	\$259,400	\$83,010	\$30,046,002	\$0	\$0
21	2040	\$259,400	\$83,010	\$30,046,002	\$0	\$0
22	2041	\$259,400	\$83,010	\$30,646,922	\$9,807,015	\$9,724,005
23	2042	\$259,400	\$83,010	\$30,646,922	\$9,807,015	\$9,724,005
24	2043	\$259,400	\$83,010	\$31,259,860	\$10,003,155	\$9,920,145

* Chapter 100 will eliminate Assessed Value during term of TDD Assessments for Parking Garage.

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

TIF REVENUE PROJECTIONS

PILOTS PROJECTION

			Real Property Taxes After		Chapter 100 Payments (Excluding Blind Pension, Replacement, and Sheltered Workshop) ⁴	Total Chapter 100 Payments ⁴
	Year	Base Real Property Taxes ¹	Redevelopment ²	PILOTS ³		
1	2020	\$4,544	\$0	\$0	\$4,544	\$5,470
2	2021	\$4,544	\$0	\$0	\$4,544	\$5,470
3	2022	\$4,544	\$0	\$0	\$4,544	\$5,470
4	2023	\$4,544	\$0	\$0	\$4,544	\$5,470
5	2024	\$4,544	\$0	\$0	\$4,544	\$5,470
6	2025	\$4,544	\$0	\$0	\$4,544	\$5,470
7	2026	\$4,325	\$0	\$0	\$4,325	\$5,251
8	2027	\$4,325	\$0	\$0	\$4,325	\$5,251
9	2028	\$4,325	\$0	\$0	\$4,325	\$5,251
10	2029	\$4,325	\$0	\$0	\$4,325	\$5,251
11	2030	\$4,325	\$0	\$0	\$4,325	\$5,251
12	2031	\$4,325	\$0	\$0	\$4,325	\$5,251
13	2032	\$4,325	\$0	\$0	\$4,325	\$5,251
14	2033	\$4,325	\$0	\$0	\$4,325	\$5,251
15	2034	\$4,325	\$0	\$0	\$4,325	\$5,251
16	2035	\$4,325	\$0	\$0	\$4,325	\$5,251
17	2036	\$4,325	\$0	\$0	\$4,325	\$5,251
18	2037	\$4,325	\$0	\$0	\$4,325	\$5,251
19	2038	\$4,325	\$0	\$0	\$4,325	\$5,251
20	2039	\$4,241	\$0	\$0	\$4,241	\$5,168
21	2040	\$4,241	\$0	\$0	\$4,241	\$5,168
22	2041	\$4,241	\$501,089	\$496,848	\$0	\$0
23	2042	\$4,241	\$501,089	\$496,848	\$0	\$0
24	2043	\$4,241	\$511,111	\$0	\$0	\$0
Total		\$104,691	\$1,513,290	\$993,696	\$91,967	\$111,427

Notes:

¹ Does not include Blind Pension, Replacement Tax or Sheltered Workshop levy. Base real property taxes are reduced in 2026 and 2039 due to expiring City and OTC College temporary levies.

² Chapter 100 will eliminate Assessed Value during term of TDD Assessments for Parking Garage.

³ Includes 100% of incremental real property taxes.

⁴ Chapter 100 Payments will be used to restore the base tax collections to be distributed to taxing jurisdictions.

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

TIF REVENUE PROJECTIONS

EATS DATA

	Year	<u>Sales</u>			<u>Sales Taxes</u>					<u>EATs</u>			
		Base Taxable Sales	Redevelopment Taxable Sales	Incremental Taxable Sales	Base Sales Tax	City Incremental Sales Tax	County Incremental Sales Tax	Downtown Springfield CID Incremental Sales Tax*	Total Incremental Sales Tax	EATs from City	EATs from County	EATs from Downtown Springfield CID*	Total EATs
1	2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	2022	\$0	\$2,500,000	\$2,500,000	\$0	\$53,125	\$43,750	\$12,500	\$109,375	\$26,563	\$21,875	\$6,250	\$54,688
4	2023	\$0	\$5,000,000	\$5,000,000	\$0	\$106,250	\$87,500	\$25,000	\$218,750	\$53,125	\$43,750	\$12,500	\$109,375
5	2024	\$0	\$5,050,000	\$5,050,000	\$0	\$107,313	\$88,375	\$25,250	\$220,938	\$53,656	\$44,188	\$12,625	\$110,469
6	2025	\$0	\$5,100,500	\$5,100,500	\$0	\$108,386	\$89,259	\$25,503	\$223,147	\$54,193	\$44,629	\$12,751	\$111,573
7	2026	\$0	\$5,151,505	\$5,151,505	\$0	\$109,469	\$90,151	\$25,758	\$225,378	\$54,735	\$45,076	\$12,879	\$112,689
8	2027	\$0	\$5,203,020	\$5,203,020	\$0	\$110,564	\$91,053	\$26,015	\$227,632	\$55,282	\$45,526	\$13,008	\$113,816
9	2028	\$0	\$5,255,050	\$5,255,050	\$0	\$111,670	\$91,963	\$26,275	\$229,908	\$55,835	\$45,982	\$13,138	\$114,954
10	2029	\$0	\$5,307,601	\$5,307,601	\$0	\$112,787	\$92,883	\$26,538	\$232,208	\$56,393	\$46,442	\$13,269	\$116,104
11	2030	\$0	\$5,360,677	\$5,360,677	\$0	\$113,914	\$93,812	\$26,803	\$234,530	\$56,957	\$46,906	\$13,402	\$117,265
12	2031	\$0	\$5,414,284	\$5,414,284	\$0	\$115,054	\$94,750	\$6,768	\$216,571	\$57,527	\$47,375	\$3,384	\$108,286
13	2032	\$0	\$5,468,426	\$5,468,426	\$0	\$116,204	\$95,697	\$0	\$211,902	\$58,102	\$47,849	\$0	\$105,951
14	2033	\$0	\$5,523,111	\$5,523,111	\$0	\$117,366	\$96,654	\$0	\$214,021	\$58,683	\$48,327	\$0	\$107,010
15	2034	\$0	\$5,578,342	\$5,578,342	\$0	\$118,540	\$97,621	\$0	\$216,161	\$59,270	\$48,810	\$0	\$108,080
16	2035	\$0	\$5,634,125	\$5,634,125	\$0	\$119,725	\$98,597	\$0	\$218,322	\$59,863	\$49,299	\$0	\$109,161
17	2036	\$0	\$5,690,466	\$5,690,466	\$0	\$120,922	\$99,583	\$0	\$220,506	\$60,461	\$49,792	\$0	\$110,253
18	2037	\$0	\$5,747,371	\$5,747,371	\$0	\$122,132	\$100,579	\$0	\$222,711	\$61,066	\$50,289	\$0	\$111,355
19	2038	\$0	\$5,804,845	\$5,804,845	\$0	\$123,353	\$101,585	\$0	\$224,938	\$61,676	\$50,792	\$0	\$112,469
20	2039	\$0	\$5,862,893	\$5,862,893	\$0	\$124,586	\$102,601	\$0	\$227,187	\$62,293	\$51,300	\$0	\$113,594
21	2040	\$0	\$5,921,522	\$5,921,522	\$0	\$125,832	\$103,627	\$0	\$229,459	\$62,916	\$51,813	\$0	\$114,729
22	2041	\$0	\$5,980,737	\$5,980,737	\$0	\$127,091	\$104,663	\$0	\$231,754	\$63,545	\$52,331	\$0	\$115,877
23	2042	\$0	\$6,040,545	\$6,040,545	\$0	\$128,362	\$105,710	\$0	\$234,071	\$64,181	\$52,855	\$0	\$117,036
24	2043	\$0	\$6,100,950	\$6,100,950	\$0	\$129,645	\$106,767	\$0	\$236,412	\$27,009	\$22,243	\$0	\$49,252
Total		\$0	\$112,595,020	\$112,595,020	\$0	\$2,522,289	\$2,077,179	\$226,410	\$4,825,878	\$1,223,332	\$1,007,449	\$113,205	\$2,343,986

* The Downtown CID sales tax terminates on March 31, 2031. It is assumed that this tax will not be renewed.

** An annual growth factor of 1.0% percent is assumed for sales.

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

TIF REVENUE PROJECTIONS

PROJECTION OF TOTAL TIF REVENUE

	<u>Year</u>	<u>PILOTS ²</u>	<u>EATS</u>	<u>Local TIF Revenue</u>	<u>State Supplemental TIF Revenue ²</u>	<u>Total TIF Revenue</u>
1	2020	\$0	\$0	\$0	\$0	\$0
2	2021	\$0	\$0	\$0	\$0	\$0
3	2022	\$0	\$54,688	\$54,688	\$272,705	\$327,392
4	2023	\$0	\$109,375	\$109,375	\$490,869	\$600,244
5	2024	\$0	\$110,469	\$110,469	\$495,778	\$606,246
6	2025	\$0	\$111,573	\$111,573	\$500,735	\$612,309
7	2026	\$0	\$112,689	\$112,689	\$505,743	\$618,432
8	2027	\$0	\$113,816	\$113,816	\$510,800	\$624,616
9	2028	\$0	\$114,954	\$114,954	\$515,908	\$630,862
10	2029	\$0	\$116,104	\$116,104	\$521,067	\$637,171
11	2030	\$0	\$117,265	\$117,265	\$526,278	\$643,543
12	2031	\$0	\$108,286	\$108,286	\$531,541	\$639,826
13	2032	\$0	\$105,951	\$105,951	\$536,856	\$642,807
14	2033	\$0	\$107,010	\$107,010	\$542,225	\$649,235
15	2034	\$0	\$108,080	\$108,080	\$547,647	\$655,727
16	2035	\$0	\$109,161	\$109,161	\$553,123	\$662,285
17	2036	\$0	\$110,253	\$110,253	\$558,655	\$668,907
18	2037	\$0	\$111,355	\$111,355	\$564,241	\$675,597
19	2038	\$0	\$112,469	\$112,469	\$569,884	\$682,352
20	2039	\$0	\$113,594	\$113,594	\$575,582	\$689,176
21	2040	\$0	\$114,729	\$114,729	\$581,338	\$696,068
22	2041	\$496,848	\$115,877	\$612,725	\$587,152	\$1,199,876
23	2042	\$496,848	\$117,036	\$613,884	\$593,023	\$1,206,907
24	2043	\$0	\$49,252	\$49,252	\$0	\$49,252
Total		\$993,696	\$2,343,986	\$3,337,682	\$11,081,150	\$14,418,832

¹ TIF will terminate mid-year in 2043, making PILOTs uncollectible for 2043.

² See Exhibit 7 to Tax Increment Financing Plan for calculation of State Supplemental TIF revenues.

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

PROJECTED TOTAL REVENUE NOT CAPTURED BY TIF

ALL LOCAL TAXING JURISDICTIONS (PLUS BLIND PENSION)

	Year	<u>Projected Real Property Taxes (Uncaptured)</u>						<u>Projected Sales Taxes (Uncaptured)</u>					<u>Projected Personal Property Taxes</u>		Total Non-Captured Local Revenue
		Taxes Paid on Base	Replacement	Blind Pension	Sheltered Workshop	Total	Projected Chapter 100 Payments	Base	City Increment	County Increment	CID Increment	Total	Redevelopment Assessed Value	Redevelopment Taxes	
1	2020	\$0	\$0	\$0	\$0	\$0	\$5,470	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,470
2	2021	\$0	\$0	\$0	\$0	\$0	\$5,470	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,470
3	2022	\$0	\$0	\$0	\$0	\$0	\$5,470	\$0	\$26,563	\$21,875	\$6,250	\$54,688	\$0	\$0	\$60,158
4	2023	\$0	\$0	\$0	\$0	\$0	\$5,470	\$0	\$53,125	\$43,750	\$12,500	\$109,375	\$439,256	\$24,378	\$139,224
5	2024	\$0	\$0	\$0	\$0	\$0	\$5,470	\$0	\$53,656	\$44,188	\$12,625	\$110,469	\$474,653	\$26,343	\$142,282
6	2025	\$0	\$0	\$0	\$0	\$0	\$5,470	\$0	\$54,193	\$44,629	\$12,751	\$111,573	\$493,967	\$27,415	\$144,458
7	2026	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$54,735	\$45,076	\$12,879	\$112,689	\$494,784	\$26,156	\$144,096
8	2027	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$55,282	\$45,526	\$13,008	\$113,816	\$470,620	\$24,878	\$143,946
9	2028	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$55,835	\$45,982	\$13,138	\$114,954	\$429,790	\$22,720	\$142,926
10	2029	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$56,393	\$46,442	\$13,269	\$116,104	\$401,860	\$21,244	\$142,599
11	2030	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$56,957	\$46,906	\$13,402	\$117,265	\$728,630	\$38,518	\$161,034
12	2031	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$57,527	\$47,375	\$3,384	\$108,286	\$625,757	\$33,079	\$146,617
13	2032	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$58,102	\$47,849	\$0	\$105,951	\$570,653	\$30,166	\$141,369
14	2033	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$58,683	\$48,327	\$0	\$107,010	\$525,741	\$27,792	\$140,054
15	2034	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$59,270	\$48,810	\$0	\$108,080	\$480,829	\$25,418	\$138,750
16	2035	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$59,863	\$49,299	\$0	\$109,161	\$435,916	\$23,044	\$137,456
17	2036	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$60,461	\$49,792	\$0	\$110,253	\$405,193	\$21,420	\$136,924
18	2037	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$61,066	\$50,289	\$0	\$111,355	\$728,630	\$38,518	\$155,124
19	2038	\$0	\$0	\$0	\$0	\$0	\$5,251	\$0	\$61,676	\$50,792	\$0	\$112,469	\$651,480	\$34,439	\$152,160
20	2039	\$0	\$0	\$0	\$0	\$0	\$5,168	\$0	\$62,293	\$51,300	\$0	\$113,594	\$590,865	\$30,641	\$149,403
21	2040	\$0	\$0	\$0	\$0	\$0	\$5,168	\$0	\$62,916	\$51,813	\$0	\$114,729	\$541,462	\$28,079	\$147,977
22	2041	\$4,241	\$101,993	\$2,942	\$4,541	\$113,717	\$0	\$0	\$63,545	\$52,331	\$0	\$115,877	\$492,058	\$25,517	\$255,111
23	2042	\$4,241	\$101,993	\$2,942	\$4,541	\$113,717	\$0	\$0	\$64,181	\$52,855	\$0	\$117,036	\$442,655	\$22,955	\$253,708
24	2043	\$511,111	\$104,033	\$3,001	\$4,631	\$622,776	\$0	\$0	\$102,636	\$84,524	\$0	\$187,159	\$267,207	\$13,857	\$823,793
	Totals	\$519,594	\$308,019	\$8,885	\$13,713	\$850,211	\$111,427	\$0	\$1,298,958	\$1,069,730	\$113,205	\$2,481,893		\$566,577	\$4,010,107

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

ALL LOCAL TAXING JURISDICTIONS

	Year	<u>Amounts Collected By Taxing Jurisdictions With Redevelopment</u>				<u>Amounts Collected By Taxing Jurisdictions Without Redevelopment</u>				<u>Amounts Captured by TIF</u>		
		Property Tax/Chapter 100		Personal	Total	Real Property Tax		Personal Property	Total	PILOTS	EATS	Total
		Sales Tax	Payments	Property Tax		Sales Tax	Property Tax	Tax				
1	2020	\$0	\$5,470	\$0	\$5,470	\$0	\$5,470	\$0	\$5,470	\$0	\$0	\$0
2	2021	\$0	\$5,470	\$0	\$5,470	\$0	\$5,580	\$0	\$5,580	\$0	\$0	\$0
3	2022	\$54,688	\$5,470	\$0	\$60,158	\$0	\$5,580	\$0	\$5,580	\$0	\$54,688	\$54,688
4	2023	\$109,375	\$5,470	\$24,378	\$139,224	\$0	\$5,691	\$0	\$5,691	\$0	\$109,375	\$109,375
5	2024	\$110,469	\$5,470	\$26,343	\$142,282	\$0	\$5,691	\$0	\$5,691	\$0	\$110,469	\$110,469
6	2025	\$111,573	\$5,470	\$27,415	\$144,458	\$0	\$5,805	\$0	\$5,805	\$0	\$111,573	\$111,573
7	2026	\$112,689	\$5,251	\$26,156	\$144,096	\$0	\$5,573	\$0	\$5,573	\$0	\$112,689	\$112,689
8	2027	\$113,816	\$5,251	\$24,878	\$143,946	\$0	\$5,684	\$0	\$5,684	\$0	\$113,816	\$113,816
9	2028	\$114,954	\$5,251	\$22,720	\$142,926	\$0	\$5,684	\$0	\$5,684	\$0	\$114,954	\$114,954
10	2029	\$116,104	\$5,251	\$21,244	\$142,599	\$0	\$5,798	\$0	\$5,798	\$0	\$116,104	\$116,104
11	2030	\$117,265	\$5,251	\$38,518	\$161,034	\$0	\$5,798	\$0	\$5,798	\$0	\$117,265	\$117,265
12	2031	\$108,286	\$5,251	\$33,079	\$146,617	\$0	\$5,914	\$0	\$5,914	\$0	\$108,286	\$108,286
13	2032	\$105,951	\$5,251	\$30,166	\$141,369	\$0	\$5,914	\$0	\$5,914	\$0	\$105,951	\$105,951
14	2033	\$107,010	\$5,251	\$27,792	\$140,054	\$0	\$6,032	\$0	\$6,032	\$0	\$107,010	\$107,010
15	2034	\$108,080	\$5,251	\$25,418	\$138,750	\$0	\$6,032	\$0	\$6,032	\$0	\$108,080	\$108,080
16	2035	\$109,161	\$5,251	\$23,044	\$137,456	\$0	\$6,153	\$0	\$6,153	\$0	\$109,161	\$109,161
17	2036	\$110,253	\$5,251	\$21,420	\$136,924	\$0	\$6,153	\$0	\$6,153	\$0	\$110,253	\$110,253
18	2037	\$111,355	\$5,251	\$38,518	\$155,124	\$0	\$6,276	\$0	\$6,276	\$0	\$111,355	\$111,355
19	2038	\$112,469	\$5,251	\$34,439	\$152,160	\$0	\$6,276	\$0	\$6,276	\$0	\$112,469	\$112,469
20	2039	\$113,594	\$5,168	\$30,641	\$149,403	\$0	\$6,300	\$0	\$6,300	\$0	\$113,594	\$113,594
21	2040	\$114,729	\$5,168	\$28,079	\$147,977	\$0	\$6,300	\$0	\$6,300	\$0	\$114,729	\$114,729
22	2041	\$115,877	\$113,717	\$25,517	\$255,111	\$0	\$6,426	\$0	\$6,426	\$496,848	\$115,877	\$612,725
23	2042	\$117,036	\$113,717	\$22,955	\$253,708	\$0	\$6,426	\$0	\$6,426	\$496,848	\$117,036	\$613,884
24	2043	\$187,159	\$622,776	\$13,857	\$823,793	\$0	\$6,554	\$0	\$6,554	\$0	\$49,252	\$49,252
Total		\$2,481,893	\$961,637	\$566,577	\$4,010,107	\$0	\$143,111	\$0	\$143,111	\$993,696	\$2,343,986	\$3,337,682

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

CITY OF SPRINGFIELD (ALL CITY LEVIES COMBINED)

	Year	<u>Amounts Collected By Taxing Jurisdictions With Redevelopment</u>				<u>Amounts Collected By Taxing Jurisdictions Without Redevelopment</u>				<u>Amounts Captured by TIF</u>		
		Property		Personal Property	Total	Real		Personal Property	Total	PILOTS	EATS	Total
		Sales Tax	Tax/Chapter 100 Payments			Sales Tax	Property Tax					
1	2020	\$0	\$509	\$0	\$509	\$0	\$509	\$0	\$509	\$0	\$0	\$0
2	2021	\$0	\$509	\$0	\$509	\$0	\$519	\$0	\$519	\$0	\$0	\$0
3	2022	\$26,563	\$509	\$0	\$27,071	\$0	\$519	\$0	\$519	\$0	\$26,563	\$26,563
4	2023	\$53,125	\$509	\$2,692	\$56,326	\$0	\$529	\$0	\$529	\$0	\$53,125	\$53,125
5	2024	\$53,656	\$509	\$2,909	\$57,074	\$0	\$529	\$0	\$529	\$0	\$53,656	\$53,656
6	2025	\$54,193	\$509	\$3,028	\$57,729	\$0	\$540	\$0	\$540	\$0	\$54,193	\$54,193
7	2026	\$54,735	\$290	\$1,728	\$56,753	\$0	\$308	\$0	\$308	\$0	\$54,735	\$54,735
8	2027	\$55,282	\$290	\$1,644	\$57,216	\$0	\$314	\$0	\$314	\$0	\$55,282	\$55,282
9	2028	\$55,835	\$290	\$1,501	\$57,626	\$0	\$314	\$0	\$314	\$0	\$55,835	\$55,835
10	2029	\$56,393	\$290	\$1,404	\$58,087	\$0	\$320	\$0	\$320	\$0	\$56,393	\$56,393
11	2030	\$56,957	\$290	\$2,545	\$59,792	\$0	\$320	\$0	\$320	\$0	\$56,957	\$56,957
12	2031	\$57,527	\$290	\$2,186	\$60,002	\$0	\$327	\$0	\$327	\$0	\$57,527	\$57,527
13	2032	\$58,102	\$290	\$1,993	\$60,385	\$0	\$327	\$0	\$327	\$0	\$58,102	\$58,102
14	2033	\$58,683	\$290	\$1,836	\$60,809	\$0	\$333	\$0	\$333	\$0	\$58,683	\$58,683
15	2034	\$59,270	\$290	\$1,680	\$61,239	\$0	\$333	\$0	\$333	\$0	\$59,270	\$59,270
16	2035	\$59,863	\$290	\$1,523	\$61,675	\$0	\$340	\$0	\$340	\$0	\$59,863	\$59,863
17	2036	\$60,461	\$290	\$1,415	\$62,166	\$0	\$340	\$0	\$340	\$0	\$60,461	\$60,461
18	2037	\$61,066	\$290	\$2,545	\$63,901	\$0	\$347	\$0	\$347	\$0	\$61,066	\$61,066
19	2038	\$61,676	\$290	\$2,276	\$64,242	\$0	\$347	\$0	\$347	\$0	\$61,676	\$61,676
20	2039	\$62,293	\$290	\$2,064	\$64,647	\$0	\$353	\$0	\$353	\$0	\$62,293	\$62,293
21	2040	\$62,916	\$290	\$1,891	\$65,097	\$0	\$353	\$0	\$353	\$0	\$62,916	\$62,916
22	2041	\$63,545	\$290	\$1,719	\$65,554	\$0	\$361	\$0	\$361	\$33,966	\$63,545	\$97,511
23	2042	\$64,181	\$290	\$1,546	\$66,017	\$0	\$361	\$0	\$361	\$33,966	\$64,181	\$98,147
24	2043	\$102,636	\$34,941	\$933	\$138,510	\$0	\$368	\$0	\$368	\$0	\$27,009	\$27,009
Total		\$1,298,958	\$42,923	\$41,058	\$1,382,939	\$0	\$9,208	\$0	\$9,208	\$67,932	\$1,223,332	\$1,291,263

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALOYSIS - LOCAL

OZARK TECHNICAL COLLEGE (COMBINED LEVIES)

	Year	<u>Amounts Collected By Taxing Jurisdictions With Redevelopment</u>				<u>Amounts Collected By Taxing Jurisdictions Without Redevelopment</u>				<u>Amounts Captured by TIF</u>		
		Sales Tax	Property Tax/Chapter 100 Payments	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	PILOTS	EATS	Total
1	2020	\$0	\$165	\$0	\$165	\$0	\$165	\$0	\$165	\$0	\$0	\$0
2	2021	\$0	\$165	\$0	\$165	\$0	\$168	\$0	\$168	\$0	\$0	\$0
3	2022	\$0	\$165	\$0	\$165	\$0	\$168	\$0	\$168	\$0	\$0	\$0
4	2023	\$0	\$165	\$874	\$1,039	\$0	\$172	\$0	\$172	\$0	\$0	\$0
5	2024	\$0	\$165	\$945	\$1,110	\$0	\$172	\$0	\$172	\$0	\$0	\$0
6	2025	\$0	\$165	\$983	\$1,148	\$0	\$175	\$0	\$175	\$0	\$0	\$0
7	2026	\$0	\$165	\$985	\$1,150	\$0	\$175	\$0	\$175	\$0	\$0	\$0
8	2027	\$0	\$165	\$937	\$1,102	\$0	\$179	\$0	\$179	\$0	\$0	\$0
9	2028	\$0	\$165	\$855	\$1,020	\$0	\$179	\$0	\$179	\$0	\$0	\$0
10	2029	\$0	\$165	\$800	\$965	\$0	\$182	\$0	\$182	\$0	\$0	\$0
11	2030	\$0	\$165	\$1,450	\$1,615	\$0	\$182	\$0	\$182	\$0	\$0	\$0
12	2031	\$0	\$165	\$1,245	\$1,410	\$0	\$186	\$0	\$186	\$0	\$0	\$0
13	2032	\$0	\$165	\$1,136	\$1,301	\$0	\$186	\$0	\$186	\$0	\$0	\$0
14	2033	\$0	\$165	\$1,046	\$1,211	\$0	\$190	\$0	\$190	\$0	\$0	\$0
15	2034	\$0	\$165	\$957	\$1,122	\$0	\$190	\$0	\$190	\$0	\$0	\$0
16	2035	\$0	\$165	\$867	\$1,033	\$0	\$194	\$0	\$194	\$0	\$0	\$0
17	2036	\$0	\$165	\$806	\$972	\$0	\$194	\$0	\$194	\$0	\$0	\$0
18	2037	\$0	\$165	\$1,450	\$1,615	\$0	\$197	\$0	\$197	\$0	\$0	\$0
19	2038	\$0	\$165	\$1,296	\$1,462	\$0	\$197	\$0	\$197	\$0	\$0	\$0
20	2039	\$0	\$82	\$582	\$664	\$0	\$100	\$0	\$100	\$0	\$0	\$0
21	2040	\$0	\$82	\$533	\$615	\$0	\$100	\$0	\$100	\$0	\$0	\$0
22	2041	\$0	\$82	\$485	\$566	\$0	\$102	\$0	\$102	\$9,578	\$0	\$9,578
23	2042	\$0	\$82	\$436	\$518	\$0	\$102	\$0	\$102	\$9,578	\$0	\$9,578
24	2043	\$0	\$9,853	\$263	\$10,116	\$0	\$104	\$0	\$104	\$0	\$0	\$0
	Total	\$0	\$13,319	\$18,931	\$32,250	\$0	\$3,959	\$0	\$3,959	\$19,156	\$0	\$19,156

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

LIBRARY

	Year	<u>Amounts Collected By Taxing Jurisdictions With Redevelopment</u>				<u>Amounts Collected By Taxing Jurisdictions Without Redevelopment</u>				<u>Amounts Captured by TIF</u>		
		Sales Tax	Property Tax/Chapter 100 Payments	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	PILOTS	EATS	Total
1	2020	\$0	\$200	\$0	\$200	\$0	\$200	\$0	\$200	\$0	\$0	\$0
2	2021	\$0	\$200	\$0	\$200	\$0	\$204	\$0	\$204	\$0	\$0	\$0
3	2022	\$0	\$200	\$0	\$200	\$0	\$204	\$0	\$204	\$0	\$0	\$0
4	2023	\$0	\$200	\$1,060	\$1,260	\$0	\$208	\$0	\$208	\$0	\$0	\$0
5	2024	\$0	\$200	\$1,145	\$1,346	\$0	\$208	\$0	\$208	\$0	\$0	\$0
6	2025	\$0	\$200	\$1,192	\$1,392	\$0	\$213	\$0	\$213	\$0	\$0	\$0
7	2026	\$0	\$200	\$1,194	\$1,394	\$0	\$213	\$0	\$213	\$0	\$0	\$0
8	2027	\$0	\$200	\$1,136	\$1,336	\$0	\$217	\$0	\$217	\$0	\$0	\$0
9	2028	\$0	\$200	\$1,037	\$1,237	\$0	\$217	\$0	\$217	\$0	\$0	\$0
10	2029	\$0	\$200	\$970	\$1,170	\$0	\$221	\$0	\$221	\$0	\$0	\$0
11	2030	\$0	\$200	\$1,758	\$1,958	\$0	\$221	\$0	\$221	\$0	\$0	\$0
12	2031	\$0	\$200	\$1,510	\$1,710	\$0	\$226	\$0	\$226	\$0	\$0	\$0
13	2032	\$0	\$200	\$1,377	\$1,577	\$0	\$226	\$0	\$226	\$0	\$0	\$0
14	2033	\$0	\$200	\$1,269	\$1,469	\$0	\$230	\$0	\$230	\$0	\$0	\$0
15	2034	\$0	\$200	\$1,160	\$1,361	\$0	\$230	\$0	\$230	\$0	\$0	\$0
16	2035	\$0	\$200	\$1,052	\$1,252	\$0	\$235	\$0	\$235	\$0	\$0	\$0
17	2036	\$0	\$200	\$978	\$1,178	\$0	\$235	\$0	\$235	\$0	\$0	\$0
18	2037	\$0	\$200	\$1,758	\$1,958	\$0	\$239	\$0	\$239	\$0	\$0	\$0
19	2038	\$0	\$200	\$1,572	\$1,772	\$0	\$239	\$0	\$239	\$0	\$0	\$0
20	2039	\$0	\$200	\$1,426	\$1,626	\$0	\$244	\$0	\$244	\$0	\$0	\$0
21	2040	\$0	\$200	\$1,307	\$1,507	\$0	\$244	\$0	\$244	\$0	\$0	\$0
22	2041	\$0	\$200	\$1,187	\$1,388	\$0	\$249	\$0	\$249	\$23,464	\$0	\$23,464
23	2042	\$0	\$200	\$1,068	\$1,268	\$0	\$249	\$0	\$249	\$23,464	\$0	\$23,464
24	2043	\$0	\$24,138	\$645	\$24,782	\$0	\$254	\$0	\$254	\$0	\$0	\$0
	Total	\$0	\$28,745	\$25,800	\$54,544	\$0	\$5,427	\$0	\$5,427	\$46,928	\$0	\$46,928

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

GREENE COUNTY (LEVIES COMBINED EXCEPT SHELTERED WORKSHOP)

	Year	<u>Amounts Collected By Taxing Jurisdictions With Redevelopment</u>				<u>Amounts Collected By Taxing Jurisdictions Without Redevelopment</u>				<u>Amounts Captured by TIF</u>		
		Sales Tax	Property Tax/Chapter 100 Payments	Personal Property Tax	Total	Sales Tax	Real Property Tax	Personal Property Tax	Total	PILOTS	EATS	Total
1	2020	\$0	\$236	\$0	\$236	\$0	\$236	\$0	\$236	\$0	\$0	\$2,490
2	2021	\$0	\$236	\$0	\$236	\$0	\$241	\$0	\$241	\$0	\$0	\$2,515
3	2022	\$21,875	\$236	\$0	\$22,111	\$0	\$241	\$0	\$241	\$0	\$21,875	\$24,390
4	2023	\$43,750	\$236	\$1,249	\$45,235	\$0	\$246	\$0	\$246	\$0	\$43,750	\$46,290
5	2024	\$44,188	\$236	\$1,349	\$45,773	\$0	\$246	\$0	\$246	\$0	\$44,188	\$46,728
6	2025	\$44,629	\$236	\$1,404	\$46,270	\$0	\$250	\$0	\$250	\$0	\$44,629	\$47,195
7	2026	\$45,076	\$236	\$1,407	\$46,718	\$0	\$250	\$0	\$250	\$0	\$45,076	\$47,641
8	2027	\$45,526	\$236	\$1,338	\$47,100	\$0	\$255	\$0	\$255	\$0	\$45,526	\$48,118
9	2028	\$45,982	\$236	\$1,222	\$47,440	\$0	\$255	\$0	\$255	\$0	\$45,982	\$48,573
10	2029	\$46,442	\$236	\$1,142	\$47,820	\$0	\$261	\$0	\$261	\$0	\$46,442	\$49,059
11	2030	\$46,906	\$236	\$2,071	\$49,213	\$0	\$261	\$0	\$261	\$0	\$46,906	\$49,523
12	2031	\$47,375	\$236	\$1,779	\$49,390	\$0	\$266	\$0	\$266	\$0	\$47,375	\$50,018
13	2032	\$47,849	\$236	\$1,622	\$49,707	\$0	\$266	\$0	\$266	\$0	\$47,849	\$50,492
14	2033	\$48,327	\$236	\$1,495	\$50,058	\$0	\$271	\$0	\$271	\$0	\$48,327	\$50,997
15	2034	\$48,810	\$236	\$1,367	\$50,413	\$0	\$271	\$0	\$271	\$0	\$48,810	\$51,480
16	2035	\$49,299	\$236	\$1,239	\$50,774	\$0	\$277	\$0	\$277	\$0	\$49,299	\$51,995
17	2036	\$49,792	\$236	\$1,152	\$51,180	\$0	\$277	\$0	\$277	\$0	\$49,792	\$52,488
18	2037	\$50,289	\$236	\$2,071	\$52,597	\$0	\$282	\$0	\$282	\$0	\$50,289	\$94,460
19	2038	\$50,792	\$236	\$1,852	\$52,881	\$0	\$282	\$0	\$282	\$0	\$50,792	\$50,792
20	2039	\$51,300	\$236	\$1,680	\$53,216	\$0	\$288	\$0	\$288	\$0	\$51,300	\$51,300
21	2040	\$51,813	\$236	\$1,539	\$53,589	\$0	\$288	\$0	\$288	\$0	\$51,813	\$51,813
22	2041	\$52,331	\$236	\$1,399	\$53,966	\$0	\$293	\$0	\$293	\$27,645	\$52,331	\$79,977
23	2042	\$52,855	\$236	\$1,258	\$54,349	\$0	\$293	\$0	\$293	\$27,645	\$52,855	\$80,500
24	2043	\$84,524	\$28,439	\$760	\$113,722	\$0	\$299	\$0	\$299	\$0	\$22,243	\$22,243
	Total	\$1,069,730	\$33,867	\$30,397	\$1,133,994	\$0	\$6,394	\$0	\$6,394	\$55,291	\$1,007,449	\$1,151,081

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

SPRINGFIELD R-12 SCHOOL DISTRICT

	Year	<u>Amounts Collected By Taxing Jurisdictions With Redevelopment</u>				<u>Amounts Collected By Taxing Jurisdictions Without Redevelopment</u>				<u>Amounts Captured by TIF</u>		
		Property Tax/Chapter 100		Personal Property Tax	Total	Real Property Tax		Personal Property Tax	Total	PILOTS	EATS	Total
		Sales Tax	Payments			Sales Tax	Tax					
1	2020	\$0	\$3,433	\$0	\$3,433	\$0	\$3,433	\$0	\$3,433	\$0	\$0	\$0
2	2021	\$0	\$3,433	\$0	\$3,433	\$0	\$3,502	\$0	\$3,502	\$0	\$0	\$0
3	2022	\$0	\$3,433	\$0	\$3,433	\$0	\$3,502	\$0	\$3,502	\$0	\$0	\$0
4	2023	\$0	\$3,433	\$18,168	\$21,601	\$0	\$3,572	\$0	\$3,572	\$0	\$0	\$0
5	2024	\$0	\$3,433	\$19,632	\$23,065	\$0	\$3,572	\$0	\$3,572	\$0	\$0	\$0
6	2025	\$0	\$3,433	\$20,431	\$23,864	\$0	\$3,644	\$0	\$3,644	\$0	\$0	\$0
7	2026	\$0	\$3,433	\$20,465	\$23,898	\$0	\$3,644	\$0	\$3,644	\$0	\$0	\$0
8	2027	\$0	\$3,433	\$19,465	\$22,899	\$0	\$3,716	\$0	\$3,716	\$0	\$0	\$0
9	2028	\$0	\$3,433	\$17,777	\$21,210	\$0	\$3,716	\$0	\$3,716	\$0	\$0	\$0
10	2029	\$0	\$3,433	\$16,621	\$20,055	\$0	\$3,791	\$0	\$3,791	\$0	\$0	\$0
11	2030	\$0	\$3,433	\$30,137	\$33,570	\$0	\$3,791	\$0	\$3,791	\$0	\$0	\$0
12	2031	\$0	\$3,433	\$25,882	\$29,315	\$0	\$3,867	\$0	\$3,867	\$0	\$0	\$0
13	2032	\$0	\$3,433	\$23,603	\$27,036	\$0	\$3,867	\$0	\$3,867	\$0	\$0	\$0
14	2033	\$0	\$3,433	\$21,745	\$25,179	\$0	\$3,944	\$0	\$3,944	\$0	\$0	\$0
15	2034	\$0	\$3,433	\$19,888	\$23,321	\$0	\$3,944	\$0	\$3,944	\$0	\$0	\$0
16	2035	\$0	\$3,433	\$18,030	\$21,463	\$0	\$4,023	\$0	\$4,023	\$0	\$0	\$0
17	2036	\$0	\$3,433	\$16,759	\$20,193	\$0	\$4,023	\$0	\$4,023	\$0	\$0	\$0
18	2037	\$0	\$3,433	\$30,137	\$33,570	\$0	\$4,103	\$0	\$4,103	\$0	\$0	\$0
19	2038	\$0	\$3,433	\$26,946	\$30,379	\$0	\$4,103	\$0	\$4,103	\$0	\$0	\$0
20	2039	\$0	\$3,433	\$24,439	\$27,872	\$0	\$4,185	\$0	\$4,185	\$0	\$0	\$0
21	2040	\$0	\$3,433	\$22,395	\$25,829	\$0	\$4,185	\$0	\$4,185	\$0	\$0	\$0
22	2041	\$0	\$3,433	\$20,352	\$23,785	\$0	\$4,269	\$0	\$4,269	\$402,195	\$0	\$402,195
23	2042	\$0	\$3,433	\$18,309	\$21,742	\$0	\$4,269	\$0	\$4,269	\$402,195	\$0	\$402,195
24	2043	\$0	\$413,741	\$11,052	\$424,792	\$0	\$4,354	\$0	\$4,354	\$0	\$0	\$0
	Total	\$0	\$492,708	\$442,232	\$934,940	\$0	\$93,018	\$0	\$93,018	\$804,389	\$0	\$804,389

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

BLIND PENSION TAX

	Year	<u>Amounts Collected By Taxing Jurisdictions With Redevelopment</u>				<u>Amounts Collected By Taxing Jurisdictions Without Redevelopment</u>				<u>Amounts Captured by TIF</u>		
		Property Tax/Chapter 100		Personal	Total	Real Property		Personal	Total	PILOTS	EATS	Total
		Sales Tax	Payments	Property Tax		Sales Tax	Tax	Property Tax				
1	2020	\$0	\$25	\$0	\$25	\$0	\$25	\$0	\$25	\$0	\$0	\$0
2	2021	\$0	\$25	\$0	\$25	\$0	\$25	\$0	\$25	\$0	\$0	\$0
3	2022	\$0	\$25	\$0	\$25	\$0	\$25	\$0	\$25	\$0	\$0	\$0
4	2023	\$0	\$25	\$132	\$157	\$0	\$26	\$0	\$26	\$0	\$0	\$0
5	2024	\$0	\$25	\$142	\$167	\$0	\$26	\$0	\$26	\$0	\$0	\$0
6	2025	\$0	\$25	\$148	\$173	\$0	\$26	\$0	\$26	\$0	\$0	\$0
7	2026	\$0	\$25	\$148	\$173	\$0	\$26	\$0	\$26	\$0	\$0	\$0
8	2027	\$0	\$25	\$141	\$166	\$0	\$27	\$0	\$27	\$0	\$0	\$0
9	2028	\$0	\$25	\$129	\$154	\$0	\$27	\$0	\$27	\$0	\$0	\$0
10	2029	\$0	\$25	\$121	\$145	\$0	\$27	\$0	\$27	\$0	\$0	\$0
11	2030	\$0	\$25	\$219	\$243	\$0	\$27	\$0	\$27	\$0	\$0	\$0
12	2031	\$0	\$25	\$188	\$213	\$0	\$28	\$0	\$28	\$0	\$0	\$0
13	2032	\$0	\$25	\$171	\$196	\$0	\$28	\$0	\$28	\$0	\$0	\$0
14	2033	\$0	\$25	\$158	\$183	\$0	\$29	\$0	\$29	\$0	\$0	\$0
15	2034	\$0	\$25	\$144	\$169	\$0	\$29	\$0	\$29	\$0	\$0	\$0
16	2035	\$0	\$25	\$131	\$156	\$0	\$29	\$0	\$29	\$0	\$0	\$0
17	2036	\$0	\$25	\$122	\$146	\$0	\$29	\$0	\$29	\$0	\$0	\$0
18	2037	\$0	\$25	\$219	\$243	\$0	\$30	\$0	\$30	\$0	\$0	\$0
19	2038	\$0	\$25	\$195	\$220	\$0	\$30	\$0	\$30	\$0	\$0	\$0
20	2039	\$0	\$25	\$177	\$202	\$0	\$30	\$0	\$30	\$0	\$0	\$0
21	2040	\$0	\$25	\$162	\$187	\$0	\$30	\$0	\$30	\$0	\$0	\$0
22	2041	\$0	\$2,942	\$148	\$3,090	\$0	\$31	\$0	\$31	\$0	\$0	\$0
23	2042	\$0	\$2,942	\$133	\$3,075	\$0	\$31	\$0	\$31	\$0	\$0	\$0
24	2043	\$0	\$3,001	\$80	\$3,081	\$0	\$32	\$0	\$32	\$0	\$0	\$0
	Total	\$0	\$9,408	\$3,208	\$12,616	\$0	\$675	\$0	\$675	\$0	\$0	\$0

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST-BENEFIT ANALYSIS - LOCAL

SHELTERED WORKSHOP

	Year	<u>Amounts Collected By Taxing Jurisdictions With Redevelopment</u>				<u>Amounts Collected By Taxing Jurisdictions Without Redevelopment</u>				<u>Amounts Captured by TIF</u>		
		Property Tax/Chapter 100		Personal	Total	Real Property		Personal	Total	PILOTS	EATS	Total
		Sales Tax	Payments	Property Tax		Sales Tax	Tax	Property Tax				
1	2020	\$0	\$38	\$0	\$38	\$0	\$38	\$0	\$38	\$0	\$0	\$0
2	2021	\$0	\$38	\$0	\$38	\$0	\$39	\$0	\$39	\$0	\$0	\$0
3	2022	\$0	\$38	\$0	\$38	\$0	\$39	\$0	\$39	\$0	\$0	\$0
4	2023	\$0	\$38	\$203	\$242	\$0	\$40	\$0	\$40	\$0	\$0	\$0
5	2024	\$0	\$38	\$220	\$258	\$0	\$40	\$0	\$40	\$0	\$0	\$0
6	2025	\$0	\$38	\$229	\$267	\$0	\$41	\$0	\$41	\$0	\$0	\$0
7	2026	\$0	\$38	\$229	\$268	\$0	\$41	\$0	\$41	\$0	\$0	\$0
8	2027	\$0	\$38	\$218	\$256	\$0	\$42	\$0	\$42	\$0	\$0	\$0
9	2028	\$0	\$38	\$199	\$237	\$0	\$42	\$0	\$42	\$0	\$0	\$0
10	2029	\$0	\$38	\$186	\$224	\$0	\$42	\$0	\$42	\$0	\$0	\$0
11	2030	\$0	\$38	\$337	\$376	\$0	\$42	\$0	\$42	\$0	\$0	\$0
12	2031	\$0	\$38	\$290	\$328	\$0	\$43	\$0	\$43	\$0	\$0	\$0
13	2032	\$0	\$38	\$264	\$303	\$0	\$43	\$0	\$43	\$0	\$0	\$0
14	2033	\$0	\$38	\$243	\$282	\$0	\$44	\$0	\$44	\$0	\$0	\$0
15	2034	\$0	\$38	\$223	\$261	\$0	\$44	\$0	\$44	\$0	\$0	\$0
16	2035	\$0	\$38	\$202	\$240	\$0	\$45	\$0	\$45	\$0	\$0	\$0
17	2036	\$0	\$38	\$188	\$226	\$0	\$45	\$0	\$45	\$0	\$0	\$0
18	2037	\$0	\$38	\$337	\$376	\$0	\$46	\$0	\$46	\$0	\$0	\$0
19	2038	\$0	\$38	\$302	\$340	\$0	\$46	\$0	\$46	\$0	\$0	\$0
20	2039	\$0	\$38	\$274	\$312	\$0	\$47	\$0	\$47	\$0	\$0	\$0
21	2040	\$0	\$38	\$251	\$289	\$0	\$47	\$0	\$47	\$0	\$0	\$0
22	2041	\$0	\$4,541	\$228	\$4,768	\$0	\$48	\$0	\$48	\$0	\$0	\$0
23	2042	\$0	\$4,541	\$205	\$4,746	\$0	\$48	\$0	\$48	\$0	\$0	\$0
24	2043	\$0	\$4,631	\$124	\$4,755	\$0	\$49	\$0	\$49	\$0	\$0	\$0
	Total	\$0	\$14,520	\$4,950	\$19,470	\$0	\$1,041	\$0	\$1,041	\$0	\$0	\$0

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST-BENEFIT ANALYSIS - LOCAL

REPLACEMENT TAX (SURTAX)

	Year	<u>Amounts Collected By Taxing Jurisdictions With Redevelopment</u>				<u>Amounts Collected By Taxing Jurisdictions Without Redevelopment</u>				<u>Amounts Captured by TIF</u>		
		Property Tax/Chapter 100		Personal	Total	Real Property		Personal	Total	PILOTS	EATS	Total
		Sales Tax	Payments	Property Tax		Sales Tax	Tax	Property Tax				
1	2020	\$0	\$863	\$0	\$863	\$0	\$863	\$0	\$863	\$0	\$0	\$0
2	2021	\$0	\$863	\$0	\$863	\$0	\$881	\$0	\$881	\$0	\$0	\$0
3	2022	\$0	\$863	\$0	\$863	\$0	\$881	\$0	\$881	\$0	\$0	\$0
4	2023	\$0	\$863	\$0	\$863	\$0	\$898	\$0	\$898	\$0	\$0	\$0
5	2024	\$0	\$863	\$0	\$863	\$0	\$898	\$0	\$898	\$0	\$0	\$0
6	2025	\$0	\$863	\$0	\$863	\$0	\$916	\$0	\$916	\$0	\$0	\$0
7	2026	\$0	\$863	\$0	\$863	\$0	\$916	\$0	\$916	\$0	\$0	\$0
8	2027	\$0	\$863	\$0	\$863	\$0	\$934	\$0	\$934	\$0	\$0	\$0
9	2028	\$0	\$863	\$0	\$863	\$0	\$934	\$0	\$934	\$0	\$0	\$0
10	2029	\$0	\$863	\$0	\$863	\$0	\$953	\$0	\$953	\$0	\$0	\$0
11	2030	\$0	\$863	\$0	\$863	\$0	\$953	\$0	\$953	\$0	\$0	\$0
12	2031	\$0	\$863	\$0	\$863	\$0	\$972	\$0	\$972	\$0	\$0	\$0
13	2032	\$0	\$863	\$0	\$863	\$0	\$972	\$0	\$972	\$0	\$0	\$0
14	2033	\$0	\$863	\$0	\$863	\$0	\$992	\$0	\$992	\$0	\$0	\$0
15	2034	\$0	\$863	\$0	\$863	\$0	\$992	\$0	\$992	\$0	\$0	\$0
16	2035	\$0	\$863	\$0	\$863	\$0	\$1,011	\$0	\$1,011	\$0	\$0	\$0
17	2036	\$0	\$863	\$0	\$863	\$0	\$1,011	\$0	\$1,011	\$0	\$0	\$0
18	2037	\$0	\$863	\$0	\$863	\$0	\$1,032	\$0	\$1,032	\$0	\$0	\$0
19	2038	\$0	\$863	\$0	\$863	\$0	\$1,032	\$0	\$1,032	\$0	\$0	\$0
20	2039	\$0	\$863	\$0	\$863	\$0	\$1,052	\$0	\$1,052	\$0	\$0	\$0
21	2040	\$0	\$863	\$0	\$863	\$0	\$1,052	\$0	\$1,052	\$0	\$0	\$0
22	2041	\$0	\$101,993	\$0	\$101,993	\$0	\$1,073	\$0	\$1,073	\$0	\$0	\$0
23	2042	\$0	\$101,993	\$0	\$101,993	\$0	\$1,073	\$0	\$1,073	\$0	\$0	\$0
24	2043	\$0	\$104,033	\$0	\$104,033	\$0	\$1,095	\$0	\$1,095	\$0	\$0	\$0
	Total	\$0	\$326,148	\$0	\$326,148	\$0	\$23,389	\$0	\$23,389	\$0	\$0	\$0

SPRINGFIELD COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

DOWNTOWN SPRINGFIELD CID

	Year	<u>Amounts Collected By Taxing Jurisdictions With Redevelopment</u>				<u>Amounts Collected By Taxing Jurisdictions Without Redevelopment</u>				<u>Amounts Captured by TIF</u>		
		Property Tax/Chapter 100		Personal	Total	Real Property		Personal	Total	PILOTS	EATS	Total
		Sales Tax	Payments	Property Tax		Sales Tax	Tax	Property Tax				
1	2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	2022	\$6,250	\$0	\$0	\$6,250	\$0	\$0	\$0	\$0	\$0	\$6,250	\$6,250
4	2023	\$12,500	\$0	\$0	\$12,500	\$0	\$0	\$0	\$0	\$0	\$12,500	\$12,500
5	2024	\$12,625	\$0	\$0	\$12,625	\$0	\$0	\$0	\$0	\$0	\$12,625	\$12,625
6	2025	\$12,751	\$0	\$0	\$12,751	\$0	\$0	\$0	\$0	\$0	\$12,751	\$12,751
7	2026	\$12,879	\$0	\$0	\$12,879	\$0	\$0	\$0	\$0	\$0	\$12,879	\$12,879
8	2027	\$13,008	\$0	\$0	\$13,008	\$0	\$0	\$0	\$0	\$0	\$13,008	\$13,008
9	2028	\$13,138	\$0	\$0	\$13,138	\$0	\$0	\$0	\$0	\$0	\$13,138	\$13,138
10	2029	\$13,269	\$0	\$0	\$13,269	\$0	\$0	\$0	\$0	\$0	\$13,269	\$13,269
11	2030	\$13,402	\$0	\$0	\$13,402	\$0	\$0	\$0	\$0	\$0	\$13,402	\$13,402
12	2031	\$3,384	\$0	\$0	\$3,384	\$0	\$0	\$0	\$0	\$0	\$3,384	\$3,384
13	2032	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	2033	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	2034	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16	2035	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	2036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	2037	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	2038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	2039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	2040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22	2041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23	2042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24	2043	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$113,205	\$0	\$0	\$113,205	\$0	\$0	\$0	\$0	\$0	\$113,205	\$113,205

EXHIBIT 7

TO TIF PLAN

Cost-Benefit Analysis – State of Missouri

**Springfield IDEA Commons
Tax Increment Financing Plan**

COST BENEFIT ANALYSIS - STATE OF MISSOURI

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - STATE OF MISSOURI - ASSUMPTIONS WORKSHEET

Construction Jobs Assumptions

Number of Construction Jobs Created	337
Construction Jobs Hours Worked	137,048
Average Hourly Rate	\$41.55
Gross Wages	\$5,694,344
Estimated Adjusted Gross Income	\$4,647,959
State Withholdings Rate	5.4% of excess over \$8,424 plus \$274
Estimated Withholdings	\$190,028
TIF Capture Rate	0.0%

Long Term Jobs Assumptions

Base Year				2019		
Number of Jobs Located in Redevelopment Area (2019)				0		
Jobs Created by Redevelopment Project (starting in 2022):						
	<i>Number of Jobs</i>	<i>Hours Per Year</i>	<i>Average Hourly Rate</i>	<i>Gross Wages</i>	<i>Est. Adjusted Gross Income*</i>	<i>Estimated Annual Withholdings</i>
Office Building - Full Time	498	2,000	\$28.89	\$28,774,440	\$19,486,740	\$962,198
Office Building - Part Time	102	1,000	\$16.19	\$1,651,380	\$386,580	\$2,424
Office Building (Food Service) - Full Time (Mgr.)	2	2,000	\$29.40	\$117,600	\$80,300	\$3,974
Office Building (Food Service) - Part Time	30	1,000	\$9.73	\$291,900	\$0	\$0
JVIC Expansion - Full Time	40	2,000	\$38.55	\$3,084,000	\$2,338,000	\$119,016
JVIC Expansion - Part Time	10	1,000	\$21.69	\$216,900	\$92,900	\$3,208
	682					\$1,090,820
Occupancy - 2022	50%					
Occupancy - 2023 and thereafter	90%					
State Withholdings Rate	5.4% of excess over \$8,424 plus				\$274	
Annual Growth Factor	1.0%					
TIF Capture Rate	50.0%					

* 2020 Missouri Withholding Tax Formula form from Missouri Department of Revenue applied to assumptions. For full-time employees, \$18,650 is assumed as a standard deduction for head of household filers. For part-time employees, the standard deduction for single filers (\$12,400) is assumed.

Real Property Assumptions

Tax Rate (Blind Pension Tax)	0.0300
Base Assessed Valuation	\$83,010
2022 Assessed Valuation	\$4,221,168
Growth Factor in Odd Years	2.0%
TIF Capture Rate	0.0%

Personal Property Assumptions

Tax Rate (Blind Pension Tax)	0.0300
Base Assessed Valuation	\$0
Acquisition Cost - Office Building (7 year replacement)	\$1,000,000
Acquisition Cost - JVIC Expansion (per year)	\$500,000
TIF Capture Rate	0.0%

Sales Tax Assumptions

Type of Taxable Sales	Restaurant Food Sales
Tax Rate	4.225%
Retail Square Footage	10,000
Annual Sales Per Square Foot	\$500
Projected Annual Sales	\$5,000,000
Annual Growth Factor	1.0%
TIF Capture Rate	0.0%

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - STATE OF MISSOURI

	Year	<u>Amounts Collected By State With Redevelopment</u>						<u>Amounts Collected By State Without Redevelopment</u>						<u>Amounts Captured as State Supplemental</u>		
		Construction Jobs - Withholdings	Long Term Jobs - Withholdings	Real Property Tax - Blind Pension - Tax / Ch 100 Payments	Personal Property Tax - Blind Pension	Sales Tax	Total	Construction Jobs - Withholdings	Long Term Jobs - Withholdings	Real Property Tax - Blind Pension	Personal Property Tax - Blind Pension	Sales Tax	Total	Incremental Long Term Jobs Withholdings	Capture Rate	Total
1	2020	\$95,014	\$0	\$25	\$0	\$0	\$95,039	\$0	\$0	\$25	\$0	\$0	\$25	\$0	50%	\$0
2	2021	\$95,014	\$0	\$25	\$0	\$0	\$95,039	\$0	\$0	\$25	\$0	\$0	\$25	\$0	50%	\$0
3	2022	\$0	\$272,705	\$25	\$0	\$105,625	\$378,355	\$0	\$0	\$25	\$0	\$0	\$25	\$545,410	50%	\$272,705
4	2023	\$0	\$490,869	\$25	\$132	\$211,250	\$702,276	\$0	\$0	\$26	\$0	\$0	\$26	\$981,738	50%	\$490,869
5	2024	\$0	\$495,778	\$25	\$142	\$213,363	\$709,307	\$0	\$0	\$26	\$0	\$0	\$26	\$991,555	50%	\$495,778
6	2025	\$0	\$500,735	\$25	\$148	\$215,496	\$716,405	\$0	\$0	\$26	\$0	\$0	\$26	\$1,001,471	50%	\$500,735
7	2026	\$0	\$505,743	\$25	\$148	\$217,651	\$723,567	\$0	\$0	\$26	\$0	\$0	\$26	\$1,011,486	50%	\$505,743
8	2027	\$0	\$510,800	\$25	\$141	\$219,828	\$730,794	\$0	\$0	\$27	\$0	\$0	\$27	\$1,021,600	50%	\$510,800
9	2028	\$0	\$515,908	\$25	\$129	\$222,026	\$738,088	\$0	\$0	\$27	\$0	\$0	\$27	\$1,031,816	50%	\$515,908
10	2029	\$0	\$521,067	\$25	\$121	\$224,246	\$745,459	\$0	\$0	\$27	\$0	\$0	\$27	\$1,042,135	50%	\$521,067
11	2030	\$0	\$526,278	\$25	\$219	\$226,489	\$753,010	\$0	\$0	\$27	\$0	\$0	\$27	\$1,052,556	50%	\$526,278
12	2031	\$0	\$531,541	\$25	\$188	\$228,753	\$760,507	\$0	\$0	\$28	\$0	\$0	\$28	\$1,063,081	50%	\$531,541
13	2032	\$0	\$536,856	\$25	\$171	\$231,041	\$768,093	\$0	\$0	\$28	\$0	\$0	\$28	\$1,073,712	50%	\$536,856
14	2033	\$0	\$542,225	\$25	\$158	\$233,351	\$775,759	\$0	\$0	\$29	\$0	\$0	\$29	\$1,084,449	50%	\$542,225
15	2034	\$0	\$547,647	\$25	\$144	\$235,685	\$783,501	\$0	\$0	\$29	\$0	\$0	\$29	\$1,095,294	50%	\$547,647
16	2035	\$0	\$553,123	\$25	\$131	\$238,042	\$791,321	\$0	\$0	\$29	\$0	\$0	\$29	\$1,106,247	50%	\$553,123
17	2036	\$0	\$558,655	\$25	\$122	\$240,422	\$799,223	\$0	\$0	\$29	\$0	\$0	\$29	\$1,117,309	50%	\$558,655
18	2037	\$0	\$564,241	\$25	\$219	\$242,826	\$807,311	\$0	\$0	\$30	\$0	\$0	\$30	\$1,128,482	50%	\$564,241
19	2038	\$0	\$569,884	\$25	\$195	\$245,255	\$815,359	\$0	\$0	\$30	\$0	\$0	\$30	\$1,139,767	50%	\$569,884
20	2039	\$0	\$575,582	\$25	\$177	\$247,707	\$823,492	\$0	\$0	\$30	\$0	\$0	\$30	\$1,151,165	50%	\$575,582
21	2040	\$0	\$581,338	\$25	\$162	\$250,184	\$831,710	\$0	\$0	\$30	\$0	\$0	\$30	\$1,162,677	50%	\$581,338
22	2041	\$0	\$587,152	\$2,942	\$148	\$252,686	\$842,928	\$0	\$0	\$31	\$0	\$0	\$31	\$1,174,303	50%	\$587,152
23	2042	\$0	\$593,023	\$2,942	\$133	\$255,213	\$851,311	\$0	\$0	\$31	\$0	\$0	\$31	\$1,186,046	50%	\$593,023
24	2043	\$0	\$1,197,907	\$3,001	\$80	\$257,765	\$1,458,753	\$0	\$0	\$32	\$0	\$0	\$32	\$1,197,907	50%	\$0
	Total	\$190,028	\$12,279,057	\$9,408	\$3,208	\$5,014,905	\$17,496,605	\$0	\$0	\$675	\$0	\$0	\$675	\$22,162,301		\$11,081,150

EXHIBIT 8

TO TIF PLAN

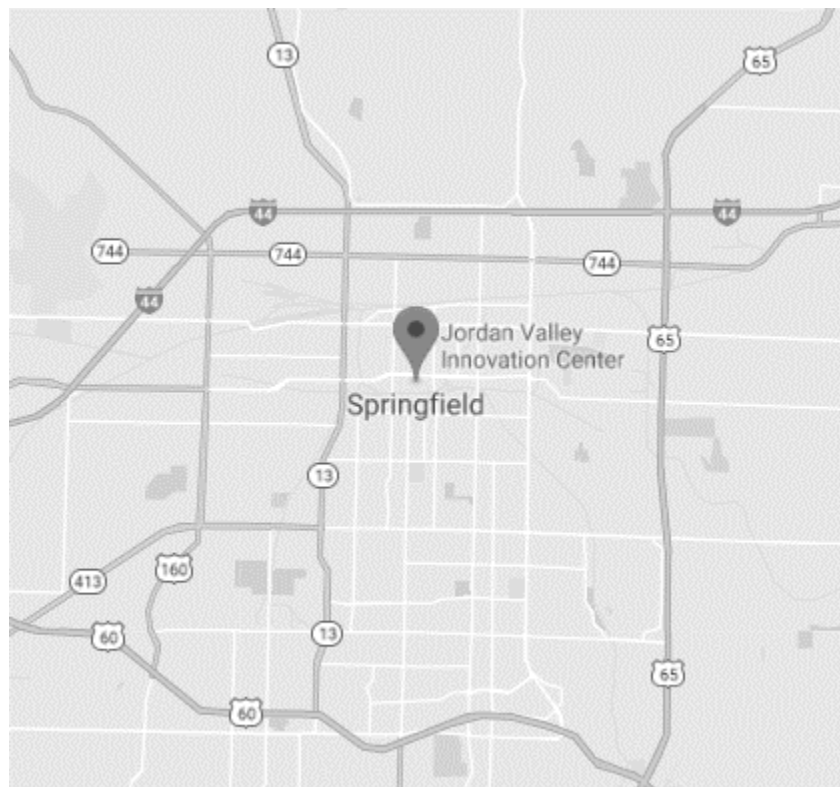
Existing Conditions Study (Blight Study)

The attached blight study addresses three areas, two of which are not included in the Redevelopment Area. Area 1 in the attached Blight Study covers the majority of the area defined by the TIF Plan as the Redevelopment Area.



BLIGHT STUDY

PROPERTIES SURROUNDING THE JORDAN VALLEY INNOVATION CENTER



Date: December 17, 2019

Prepared By: Springfield Department of Planning and Development

PURPOSE OF THIS STUDY

The City of Springfield, Missouri (the “City”) is seeking to encourage the redevelopment of three areas surrounding the Jordan Valley Innovation Center located at 524 N. Boonville Avenue, Springfield, MO 65806 (collectively, the “JVIC Areas”). This study documents the conditions found in the JVIC Areas and contains analysis of how such conditions cause each of the JVIC Areas to be a “blighted area” pursuant to the definition of such term found in Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the “TIF Act”).

DEFINITION AND IDENTIFICATION OF BLIGHT

Section 99.805(1) of the TIF Act defines the term “blighted area” as follows:

“Blighted area,” an area which, by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

This study will document the existence of the following blighting factors:

1. insanitary or unsafe conditions;
2. deterioration of site improvements; and
3. conditions which endanger life or property by fire and other causes;

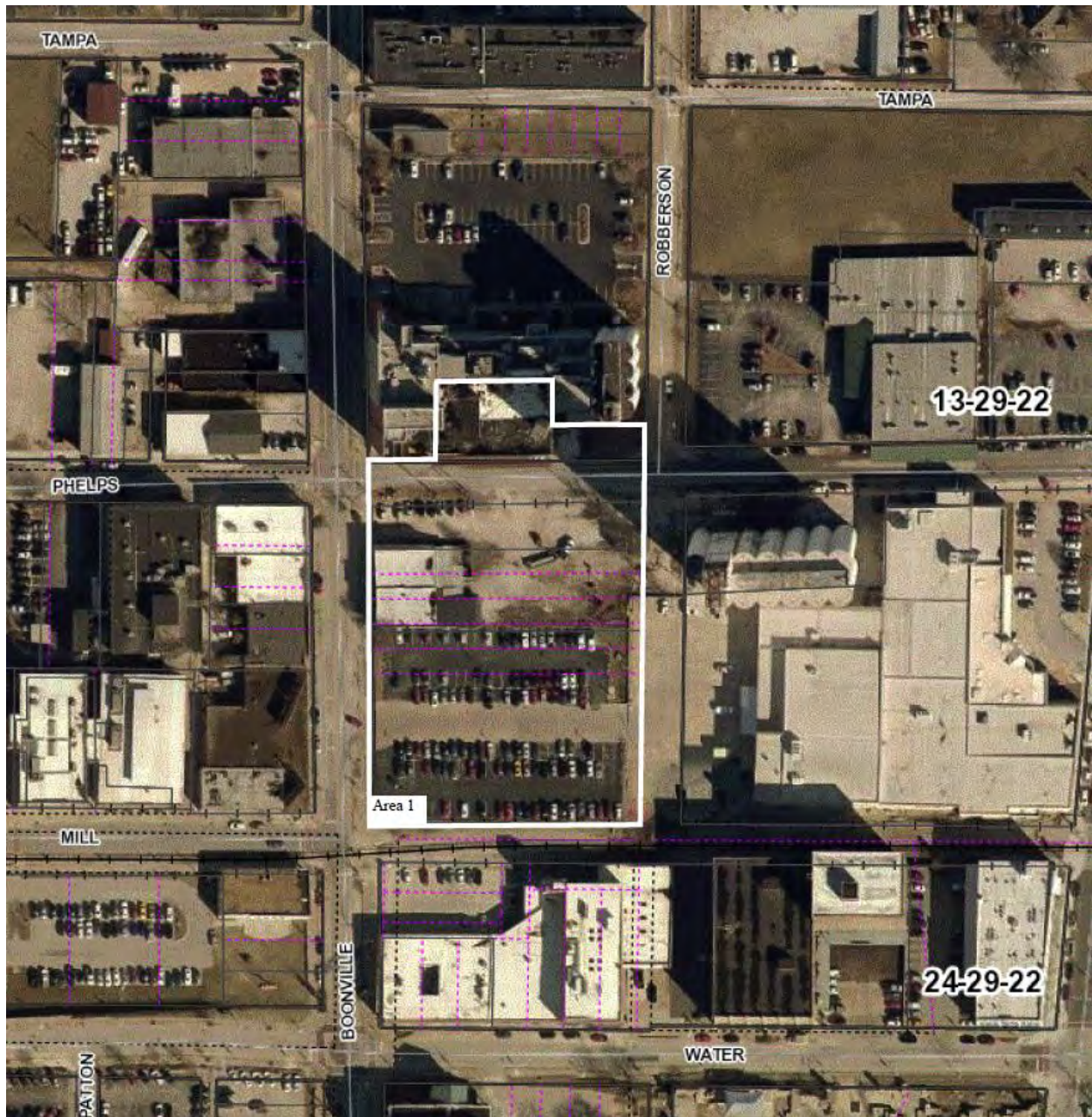
and will describe how such blighting factors constitute an economic and social liability and a menace to the public health, safety and welfare in the present condition and use of the JVIC Areas.

AREA 1

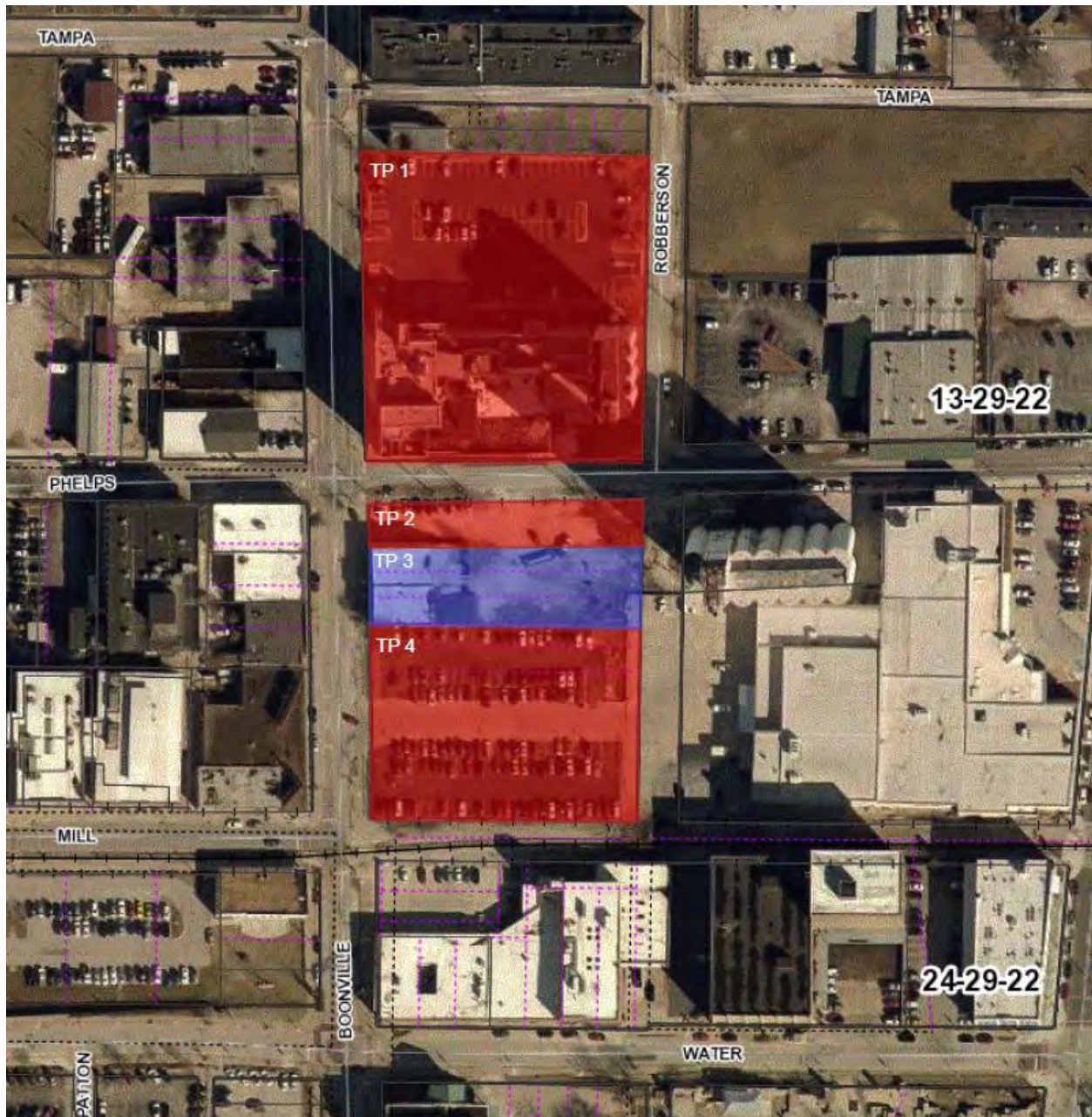
Area 1 consists of three complete tax parcels and a portion of a fourth tax parcel. It is generally within the bounds of E. Tampa Street to the north, N. Boonville Avenue to the west, N. Robberson Avenue to the east (if extended on the same heading south of E. Phelps Street), and a set of railroad tracks running parallel to and north of E. Water Street to the south. The parcel identification numbers and owners, as of April 11, 2019, are set forth in the table below:

<i>Assessor’s Parcel ID Number</i>	<i>Owner</i>	<i>Map Location (see following pages)</i>
1313312010	Missouri State University	TP 1
1313311001	Missouri State University	TP 2
1313311005	414 N Boonville, LLC	TP 3
1313311009	Missouri State University	TP 4

Map: Outline of Area 1



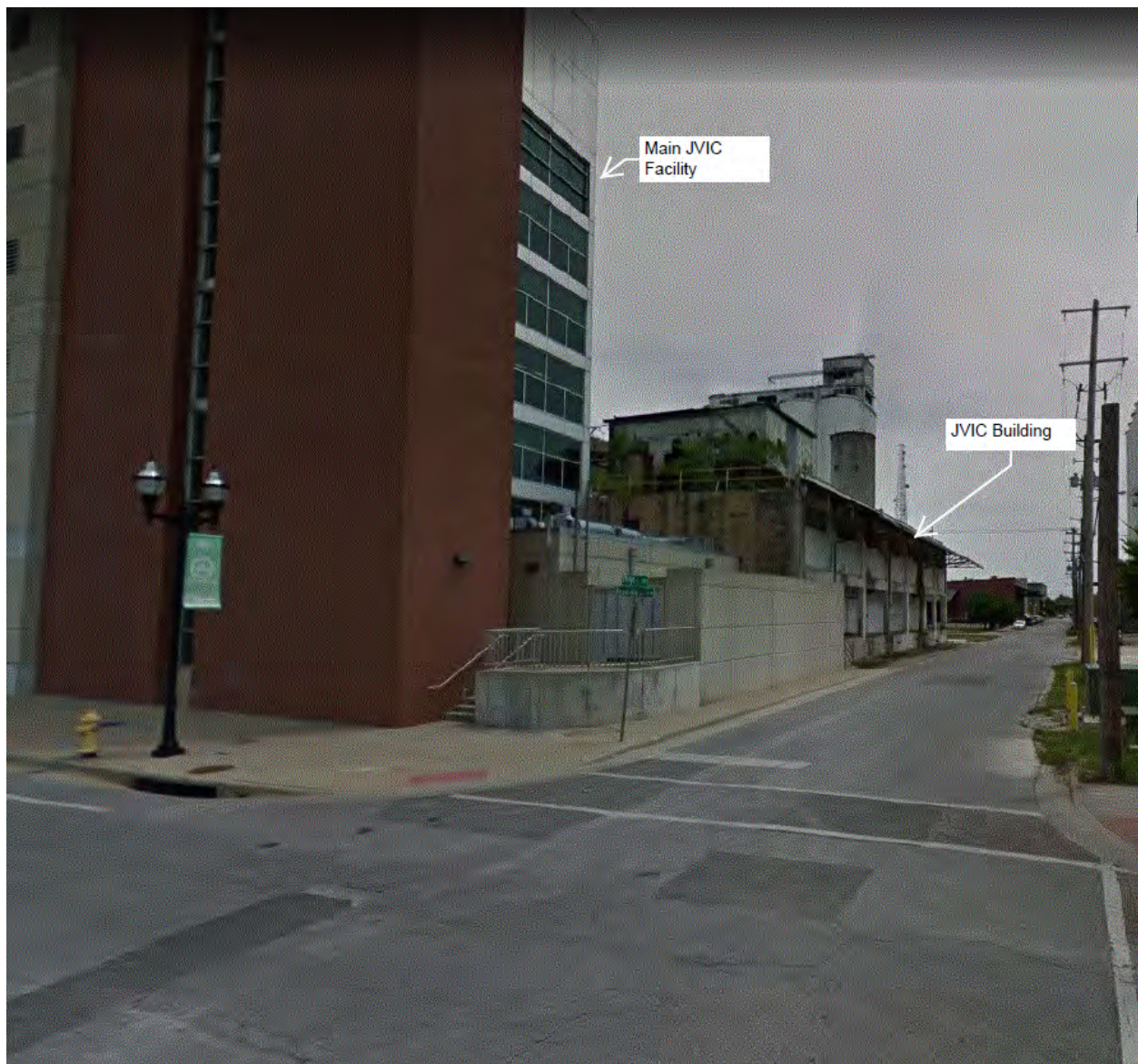
Map: Tax Parcels Completely or Partially Within Area 1



GENERAL DESCRIPTION OF AREA 1

Area 1 contains two buildings and a parking lot that is bounded by various types of fencing. The building furthest to the north, which will be referred to in this study as the “JVIC Building” is attached to the main Jordan Valley Innovation Center facility operated by Missouri State University. Immediately south of the JVIC Building and across E. Phelps Street is a building that is divided into two spaces, the northern portion of which was previously operated as a nightclub and the southern portion of which was previously operated as a tool supply store (collectively referred to in this study as the “Nightclub / Saw & Tool Building”). Finally, the southernmost portion of Area 1 is currently operated as a parking lot. See pictures below for a depiction of each component of Area 1. Also, see the map below for a depiction of the location of each component of Area 1 within the larger Area 1 boundary.

Picture: JVIC Building and Main Jordan Valley Innovation Center Facility



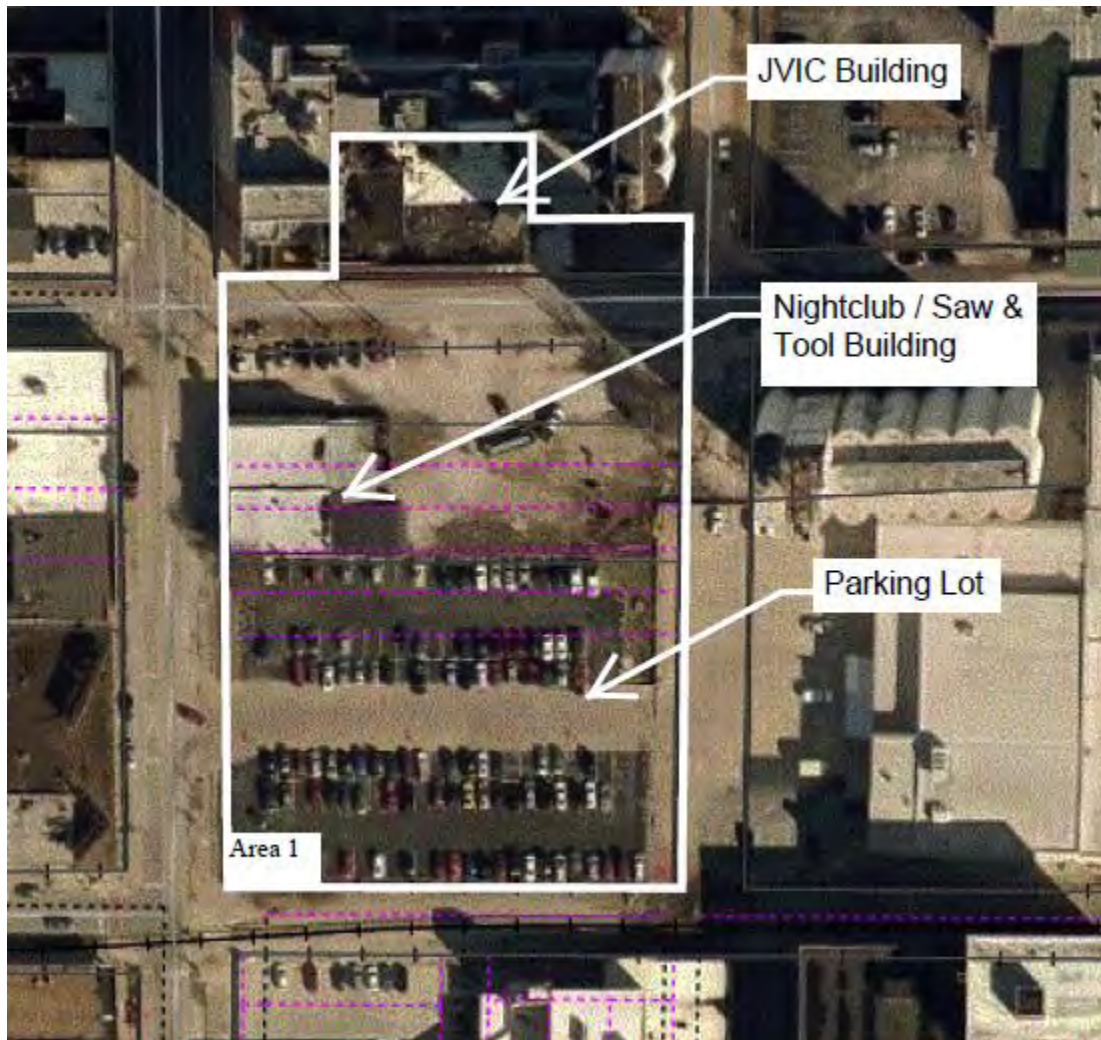
Picture: Nightclub / Saw & Tool Building



Picture: Parking Lot



Map: Location of Components Within Area 1



EVIDENCE OF BLIGHT WITHIN AREA 1

Site visits were performed for Area 1 on April 11, 2019 and December 5, 2019. Numerous pictures were taken, which are contained in **Appendix A** attached hereto that depict the conditions described below. Most of the pictures were taken during the April 11, 2019 site visit. The site visit performed on December 5, 2019 confirmed the continued existence of the conditions pictured.

Within Area 1, the following blighting conditions are present:

1. insanitary or unsafe conditions;
2. deterioration of site improvements; and
3. conditions which endanger life or property by fire and other causes.

These factors are pervasive within the buildings contained in Area 1. Below is a description of the blighting factors found within the JVIC Building and the Nightclub / Saw & Tool Building.

JVIC Building

The JVIC Building is currently vacant. As shown on **Appendix A**, the JVIC Building contains significant deterioration of site improvements. There are numerous trees and other plants growing out of the roof of the JVIC Building. Significant portions of the steel siding on the structure located on the roof of the JVIC Building are missing, exposing the interior to the elements. Structural, electrical and weather proofing components on the roof of the JVIC Building show excessive rust and decay and debris are scattered over the area of the roof. On the front elevation of the JVIC Building, the concrete structure and finish is severely deteriorated, with concrete columns that have spalled to the point where rebar reinforcement is exposed to the elements and shows signs of significant rust. Downspouts are cut off over eight feet above ground level, electrical conduits are cut off randomly, rusty metal protrusions extend from the loading dock wall, having been cut off years prior, presenting a danger of injury to passersby, broken windows and spalling and collapsing concrete present a danger to anyone at ground level near the loading dock and street area, numerous trip hazards and protruding bolts are scattered along the loading dock area, and makeshift loading dock security doors show signs of attempts to break in. The side elevation contains a number of unclosed holes and evidence that chunks of concrete from the roof and walls have fallen to the grassy area below.

Inside the JVIC Building, there are construction and other types of debris littered throughout, including concrete spall debris, cardboard boxes, wood materials, pallets, metal structural components and materials, broken and whole cinder blocks, corrugated pipe, scattered rebar pieces, aluminum cans and other garbage. There is no lighting within the JVIC Building and the scatter and accumulation of debris is such that it is generally unsafe to navigate throughout the building. Only the first floor is accessible from the ground level entrances, as there are no stairs to the second floor and the stairs to the basement are in poor condition. There are large holes in the concrete deck between the first and second floors. The steel and concrete structural members of the JVIC Building are in a state of significant decay, with concrete having spalled to the point that rebar reinforcement is exposed and significantly rusted, and severe rust existing on steel beams and columns.

Nightclub / Saw & Tool Building

The Nightclub / Saw & Tool Building is currently vacant. As shown on **Appendix A**, the Nightclub / Saw & Tool Building contains significant deterioration of site improvements. The wood siding on the exterior of the building is dilapidated, shows substantial wood rot, is splintering in some areas, and in various places is pulling away from the wall of the building. These conditions exist on the front elevation of the building, but are more pronounced on the rear elevation of the building. On the front elevation of the Nightclub / Saw & Tool Building, a portion of exterior wall is missing with insulation and framing exposed. The storefront has been removed and boarded up with plywood, which is dilapidated with some wood rot present. The upper brick facade is beginning to separate from sides of building and lean over sidewalk. Elevated views of the building, as well as views from the side (south) elevation of the building, reveal the roof is significantly deteriorated. There are many holes in the exterior walls of the building (both in the wood siding as well as in the brick façade) and in the wood which has been used to board up most exterior doors and windows. During the April 11, 2019 site visit, a covered wood porch was observed that was attached to the rear of the building. The porch was rotting, missing all or parts of boards and appeared to be collapsing. During the April 11, 2019 site visit, the police were called to remove a homeless person from the premises that had apparently been living in makeshift quarters on this porch. The roofing material covering this porch and the surrounding area has since been removed as a result of additional calls to police reporting vagrants using the porch as a living area. A portion of the brick façade at the southeast corner of the building appears to be missing. Upon visual inspection of this area of the wall, its condition suggests other bricks could fall off of the wall at any time, posing a danger to passersby. There are significant amounts of debris scattered around the building, most notably in the rear of the building where at least one

homeless person appeared to be residing as of the April 11, 2019 site visit. The rear of the building also contains a substantial amount of graffiti.

Inside the Nightclub / Saw & Tool Building there is debris littered throughout, including cans, paper, cardboard, plastic containers, buckets of roofing coating, old machinery, lumber, appliances, and other garbage. There are holes in the floors and walls. There is a substantial amount of exposed electrical wiring hanging from ceilings, as well as open and exposed conduit, junction boxes and breaker boxes. A large number of ceiling tiles are missing, falling down or broken. The exposed ceiling above these areas evidences water damage, presumably resulting from the severe deterioration of the roof as discussed above. There is no lighting in the Nightclub / Saw & Tool Building which, with the scatter and accumulation of debris, combined with all of the exposed wiring and the holes in the floor, make it generally unsafe to navigate throughout the building. Notable amounts of light and air emanating through and around the boarded up exterior doorways and windows indicate the building is not secured from the elements.

On June 13, 2019, the Springfield fire department responded to a call at the Nightclub / Saw & Tool Building. A fire had been set inside the building by persons who had broken into the building, presumably seeking shelter. The fire was quickly extinguished, and did not result in any significant harm to the building.

EFFECT OF BLIGHT WITHIN AREA 1

The blighting factors discussed above and shown on Appendix A relating to Area 1 constitute an economic and social liability and a menace to the public health, safety and welfare in the present condition and use of Area 1.

Economic and Social Liability

The City is attempting to encourage the redevelopment of the general area surrounding Area 1. The existence of vacant, dilapidated buildings such as the JVIC Building is a general deterrent to the revitalization of an area. Vacant buildings commonly attract crime and loitering and can serve as an attractive nuisance for area youth. The security doors on the JVIC Building show signs of attempted break-ins. Graffiti inside the Nightclub / Saw & Tool Building observed on April 11, 2019 and the fire set on June 13, 2019 inside the building evidence more than one successful break-in. During the April 11, 2019 site visit, the police were called to remove a homeless person who had been trespassing on the property of the Nightclub / Saw & Tool Building and had constructed a living area on a porch behind the Nightclub / Saw & Tool Building. The roofing material covering this porch and the surrounding area has since been removed in response to a number of such calls. The potential for crime, the attraction of vagrancy, and the potential liability to those that could be injured by dangerous conditions that result from the present condition of the JVIC Building and the Nightclub / Saw & Tool Building constitutes a significant economic and social liability.

Menace to Public Health, Safety and Welfare

There are many dangerous conditions within Area 1 that constitute a menace to public health, safety and welfare. As discussed above, the JVIC Building is vacant and serves as an attractive nuisance with numerous dangerous exterior conditions that could cause injury to persons in or around its premises. Evidence of successful and attempted break-ins bolsters the concern that the condition of Area 1 is conducive to crime. The vacant Nightclub / Saw & Tool Building provides partial cover for and serves as an attraction for the homeless to construct makeshift living quarters, causing the area to be generally less safe and providing the opportunity for interaction between vermin and humans in squalid living conditions. The interior condition of the JVIC Building and the Nightclub / Saw & Tool Building are such that anyone choosing to enter such structures in search of shelter would have a high likelihood of injury, adding to their

character as an attractive nuisance. As there is no active HVAC system or fire suppression in the Nightclub / Saw & Tool Building, a wood-framed building filled with flammable debris, any attempts by vagrants to provide heat by lighting fires could result in the entirety of the Nightclub / Saw & Tool Building catching fire. On June 13, 2019, a fire was set in the Nightclub / Saw & Tool Building, but was extinguished by the Springfield fire department before causing serious damage, providing evidence of the risk that vagrants will enter the building and use it for various purposes, including setting fires within the building. While there does not appear to be any electricity currently being supplied to the Nightclub / Saw & Tool Building, the abundance of exposed electrical wires, which are present throughout the building hanging from ceilings, conduits, junction boxes and breaker boxes, poses a safety risk to anyone inside the building. Old machinery and appliances within the Nightclub / Saw & Tool Building also appear to pose additional dangers to anyone who might trespass into the building.

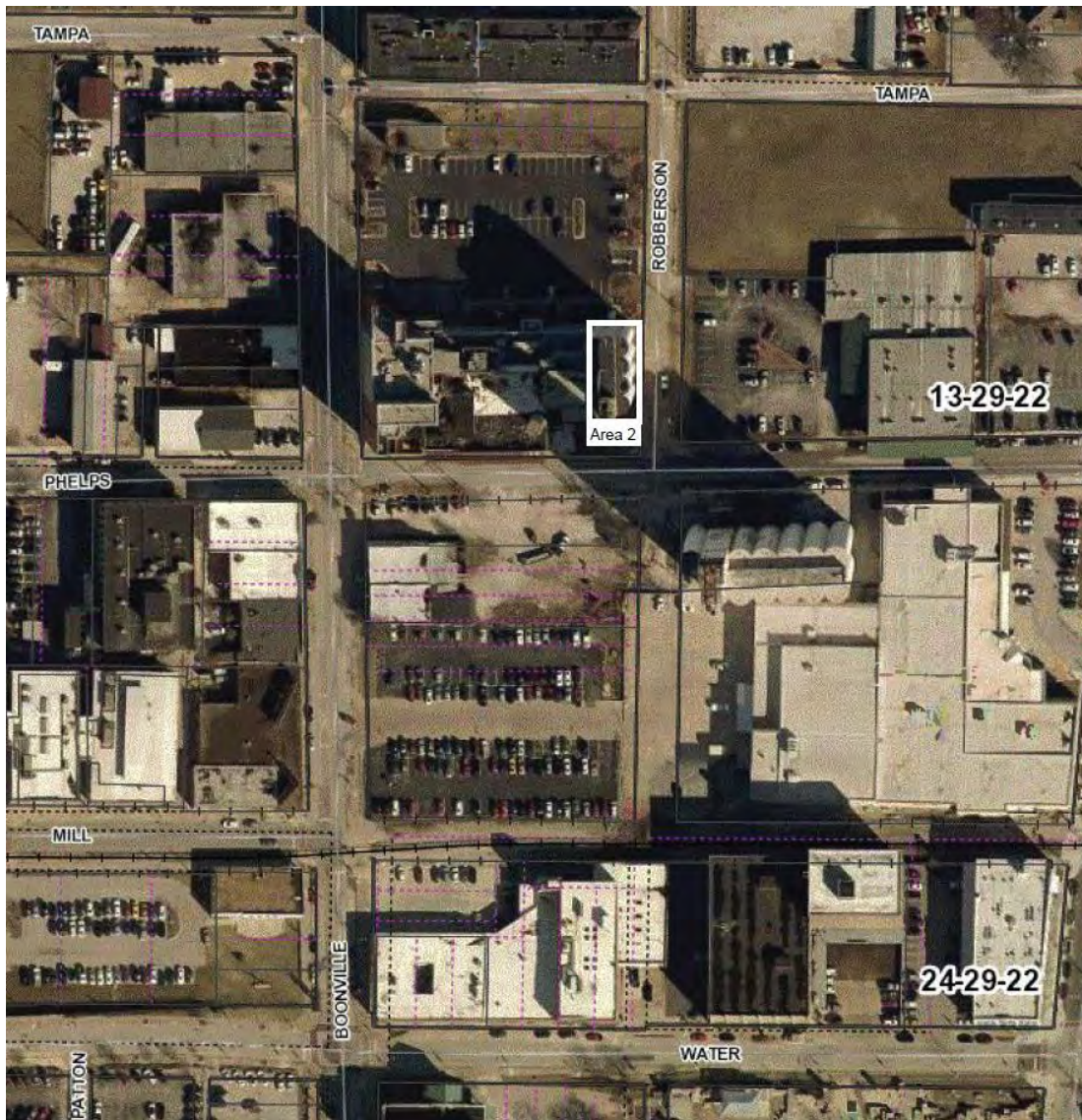
AREA 2

Area 2 consists of a portion of one tax parcel. It is generally within the bounds of E. Tampa Street to the north, N. Boonville Avenue to the west, N. Robberson Avenue to the east, and E. Phelps Street to the south. The parcel identification number and owner are set forth in the table below:

<i>Assessor's Parcel ID Number</i>	<i>Owner</i>	<i>Map Location (see following pages)</i>
1313312010	Missouri State University	TP 1

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Map: Outline of Area 2



Map: Tax Parcel Partially Within Area 2



GENERAL DESCRIPTION OF AREA 2

Area 2 contains a grain tower which will be referred to in this study as the “Area 2 Grain Tower.” The Area 2 Grain Tower is bounded on the west side by the JVIC Building and main Jordan Valley Innovation Center facility, on the north side by a parking lot, on the south side by E. Phelps Street and on the east side by N. Robberson Avenue. See picture below for a depiction of the Area 2 Grain Tower.

Picture: Area 2 Grain Tower



EVIDENCE OF BLIGHT WITHIN AREA 2

Site visits were performed for Area 2 on April 11, 2019 and December 5, 2019. Numerous pictures were taken, which are contained in **Appendix A** attached hereto that depict the conditions described below. Most of the pictures were taken during the April 11, 2019 site visit. The site visit performed on December 5, 2019 confirmed the continued existence of the conditions pictured.

Within Area 2, the following blighting conditions are present:

1. unsanitary or unsafe conditions; and
2. deterioration of site improvements.

Below is a description of the blighting factors found within Area 2.

Area 2 Grain Tower

The Area 2 Grain Tower is currently empty and is not being used. As shown on **Appendix A**, the Area 2 Grain Tower contains significant deterioration of site improvements and unsafe conditions. The concrete exterior of the Area 2 Grain Tower is dilapidated, with peeling paint and evidence of the spalling of exterior surfaces. The south elevation of the Area 2 Grain Tower shows several noticeable cracks in the exterior walls. There are several holes in the exterior wall of the south elevation, including a large hole above the front entrance door. A metal plate covering a large opening at ground level in the wall of the south elevation is dented inward, creating additional holes in the structure at ground level, which provide easy entry point for rodents, snakes and other pests. Rusted metal pipes and other rusted metal components protrude from the exterior walls of the Area 2 Grain Tower, some of which are close to head/shoulder level. A deteriorated concrete pad near the south entrance door sits several inches above ground level with rusty bolts extending above the surface of the concrete. Window frames at the very top of the Area 2 Grain Tower on the south elevation and north elevation show significant rust, with several panes of glass missing. The remaining panes of glass could potentially fall as the window frames continue to deteriorate. These conditions combine to present various dangers to passersby. At the east elevation of the Area 2 Grain Tower, the side door and frame are rusted and the entrance is minimally secured. The concrete around the east entrance door is deteriorated, particularly below the door where rebar reinforcement is exposed and shows significant rust.

EFFECT OF BLIGHT WITHIN AREA 2

The blighting factors discussed above and shown on **Appendix A** relating to Area 2 constitute an economic and social liability and a menace to the public health, safety and welfare in the present condition and use of Area 2.

Economic and Social Liability

The City is attempting to encourage the redevelopment of the general area surrounding Area 2. The existence of vacant, dilapidated buildings such as the Area 2 Grain Tower is a general deterrent to the revitalization of an area. Vacant buildings commonly attract crime and loitering and can serve as an attractive nuisance for area youth. The deterioration of the exterior of the Area 2 Grain Tower, combined with the potential liability to those that could be injured by dangerous conditions that result from the present condition of the Area 2 Grain Tower constitutes a significant economic and social liability.

Menace to Public Health, Safety and Welfare

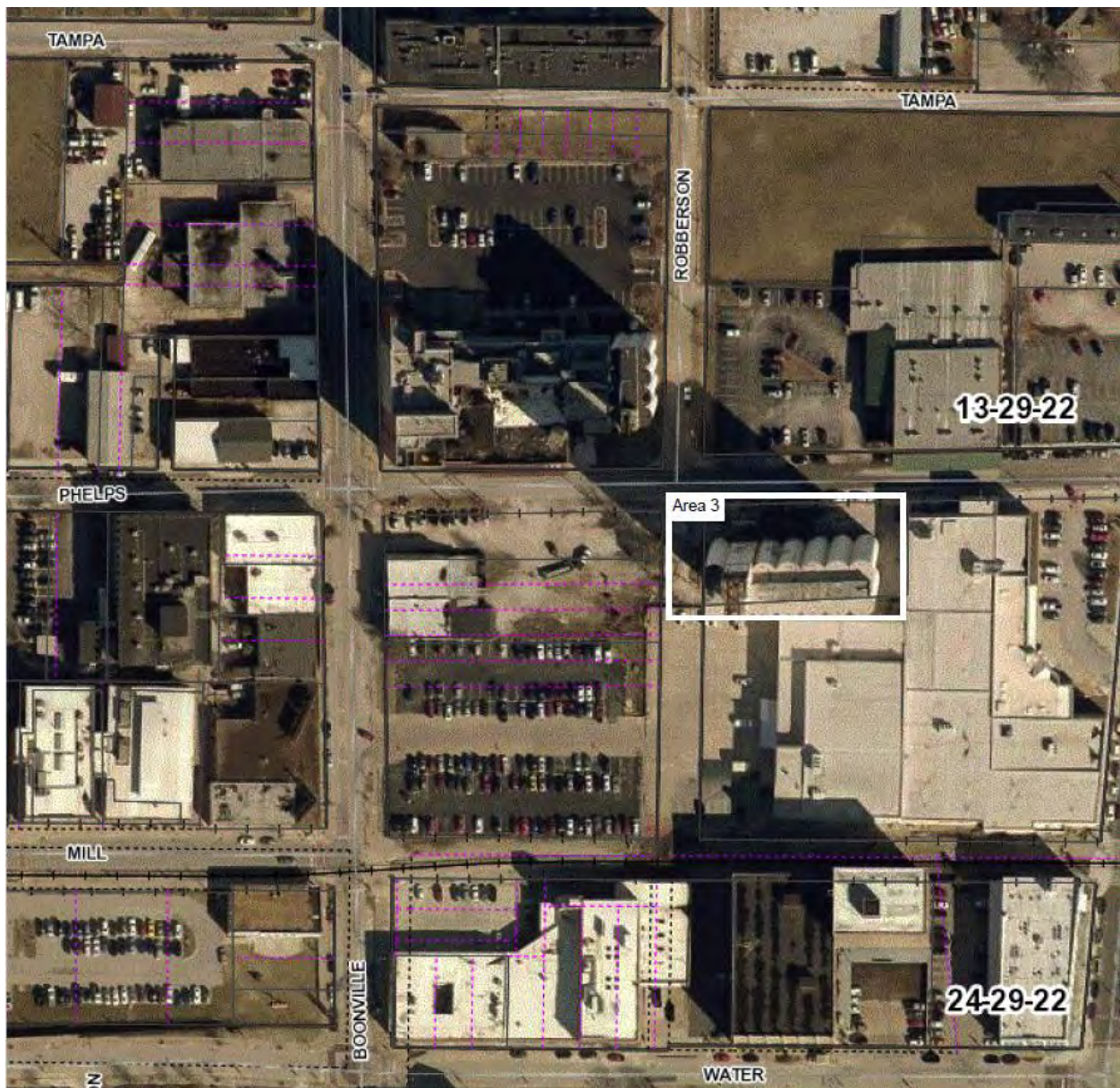
There are many dangerous conditions within Area 2 that constitute a menace to public health, safety and welfare. As discussed above, the Area 2 Grain Tower is vacant and serves as an attractive nuisance with numerous dangerous exterior conditions that could provide injury to persons in or around its premises. Exposed entry points at the ground level of the Area 2 Grain Tower also provide easy access to a breeding ground for rodents, snakes and other pests.

AREA 3

Area 3 consists of one tax parcel. It is located in the middle of a group of properties generally within the bounds of E. Phelps Street to the north, N. Boonville Avenue to the west, N. Jefferson Avenue to the east, and a set of railroad tracks running parallel to and north of E. Water Street to the South. The parcel identification number and owner are set forth in the table below:

<i>Assessor's Parcel ID Number</i>	<i>Owner</i>	<i>Map Location (see following pages)</i>
1313318002	Missouri State University	TP 5

Map: Outline of Area 3



Map: Tax Parcel Within Area 3



GENERAL DESCRIPTION OF AREA 3

Area 3 contains a grain tower which will be referred to in this study as the “Area 3 Grain Tower.” The Area 3 Grain Tower is bounded on the north side by E. Phelps Street, on the east side and south side by the Missouri State University Robert W. Plaster Free Enterprise Center and its adjoining parking lot, and on the west side by the lot containing the Nightclub / Saw & Tool Building. See picture below for a depiction of the Area 3 Grain Tower.

Picture: Area 3 Grain Tower



EVIDENCE OF BLIGHT WITHIN AREA 3

Site visits were performed for Area 3 on April 11, 2019 and December 5, 2019. Numerous pictures were taken, which are contained in **Appendix A** attached hereto that depict the conditions described below. Most of the pictures were taken during the April 11, 2019 site visit. The site visit performed on December 5, 2019 confirmed the continued existence of the conditions pictured.

Within Area 3, the following blighting conditions are present:

1. unsanitary or unsafe conditions; and
2. deterioration of site improvements.

Below is a description of the blighting factors found within Area 3.

Area 3 Grain Tower

The Area 3 Grain Tower is currently empty and is not being used. As shown on **Appendix A**, the Area 3 Grain Tower contains significant deterioration of site improvements and insanitary and unsafe conditions. The exterior concrete walls of the grain tower are dilapidated with peeling paint, cracks in exterior walls and evidence of spalling. In several places, pieces of the concrete have broken away from the structure. There are many large openings in the concrete walls on the higher portions of the structure, which have no glass, bars or any other protective barriers to prevent falls should someone gain access to the premises or to seal the building off from weather and birds. Several entry doors exhibit significant amounts of rust and evidence of attempts to break in. One entry door has no functional locking mechanism, providing a possible point of entry into the structure. The corrugated metal structure attached to the front of the grain tower also has an open entry point on one side, creating an attractive nuisance. Food and beverage container garbage provide evidence that this area attracts loitering and vagrancy. The corrugated metal structure itself is in disrepair with the steel structure supporting it showing significant rust and the corrugated metal siding having holes in multiple places, being rusted, and having sections of metal which have fall off or been torn off, exposing sharp edges which pose risk of injury. From ground level, the roof of the corrugated metal structure appears to be significantly deteriorated. The concrete platform on which the corrugated metal structure sits is severely deteriorated with evidence of spalling. A large hole in the top of the platform, which contains sharp rusted pieces of metal within it, presents additional injury risk, in addition to the lack of a handrail on the platform.

The steel platform attached to the north elevation of the Area 3 Grain Tower is rusted on the pillars, supporting cross beams and the area of the platform itself. Concrete footings into which the pillars supporting the steel platform are attached are substantially deteriorated and spalling. Rusted pipes and open electrical conduits hang from the underside of the steel platform. The chain link fencing on the west side of the Area 3 Grain Tower and barbed wire at the top of such fencing are significantly rusted. A portion of the chain link fencing is falling inward toward the building. Portions of the rusted barbed wire have fallen and lay hanging from the top of the fence down to ground level, which presents injury risk to passersby. The corners of the sheet metal plates covering exterior openings on the south elevation of the Area 3 Grain Tower are damaged and/or peeling away from the structure, creating many sharp protrusions which present injury risks to passersby. There is some graffiti present on the exterior of the building.

The interior of the corrugated metal structure attached to the Area 3 Grain Tower has a makeshift lumber platform which is uneven and deteriorating. This area also has a significant amount of trash and other large debris littered about. Portions of the steel frame supporting corrugated metal structure which are visible from inside the structure are severely rusted. A multitude of trip and fall hazards present danger to passersby, including large concrete blocks on the ground, large metal pipes and other metal objects protruding above the concrete surface on paved areas surrounding the Area 3 Grain Tower, the base of a large box drain set into the ground is exposed due to erosion of the surrounding soil, the wood base of an object which is no longer present protrudes above the surface of the ground, and other large rocks and uneven pavement are pervasive throughout the premises due to deterioration, erosion of the ground and damage from the settling of concrete surfaces.

EFFECT OF BLIGHT WITHIN AREA 3

The blighting factors discussed above and shown on **Appendix A** relating to Area 3 constitute an economic and social liability and a menace to the public health, safety and welfare in the present condition and use of Area 3.

Economic and Social Liability

The City is attempting to encourage the redevelopment of the general area surrounding Area 3. The existence of vacant, dilapidated buildings such as the Area 3 Grain Tower is a general deterrent to the revitalization of an area. Vacant buildings commonly attract crime and loitering and can serve as an attractive nuisance for area youth. Doors to the Area 3 Grain Tower show evidence of previous break-in attempts and damage to the locking mechanisms on the door on the east elevation of the Area 3 Grain Tower suggests it may be a point of entry for persons attempting to access the premises. Food and beverage container garbage provide evidence that certain portions of Area 3 attract loitering and vagrancy. The potential for crime, the attraction of vagrancy, and the potential liability to those that could be injured by dangerous conditions that result from the present condition of the Area 3 Grain Tower constitute a significant economic and social liability.

Menace to Public Health, Safety and Welfare

There are many dangerous conditions within Area 3 that constitute a menace to public health, safety and welfare. As discussed above, the Area 3 Grain Tower is vacant and serves as an attractive nuisance with numerous dangerous exterior conditions that could provide injury to persons in or around its premises. Evidence of attempted break-ins bolsters the concern that the condition of Area 3 is conducive to crime and food and beverage container garbage provide evidence that this area attracts loitering and vagrancy.

APPENDIX A
TO BLIGHT STUDY

Photographic Evidence of Blight

EVIDENCE OF BLIGHT WITHIN AREA 1



Roof of JVIC Building: A dilapidated corrugated steel structure comprises the upper story of the JVIC Building. Significant portions of the steel siding are missing, exposing the interior to the elements. Structural, electrical and weather proofing components show excessive rust and decay. Numerous trees and plants are growing from the roof surface. This area has become a collection point for discarded construction materials, structural components and electrical components.



Roof of JVIC Building: Cut-off exhaust perforations, trees and shrubs growing from roof surface, debris scattered over roof surface.



Front Elevation of JVIC Building: Concrete structure and finish is severely deteriorated. Downspouts are cut off over eight feet above ground level. Electrical conduits are cut off randomly. Pavement ends in a mix of gravel and weeds before reaching loading dock.



Front Elevation of JVIC Building: Concrete structure and finish is severely deteriorated. Gutter is bent to the point that water likely spills over the front instead of routing to downspouts. Remnants of unused structural components are significantly rusted and deteriorated.



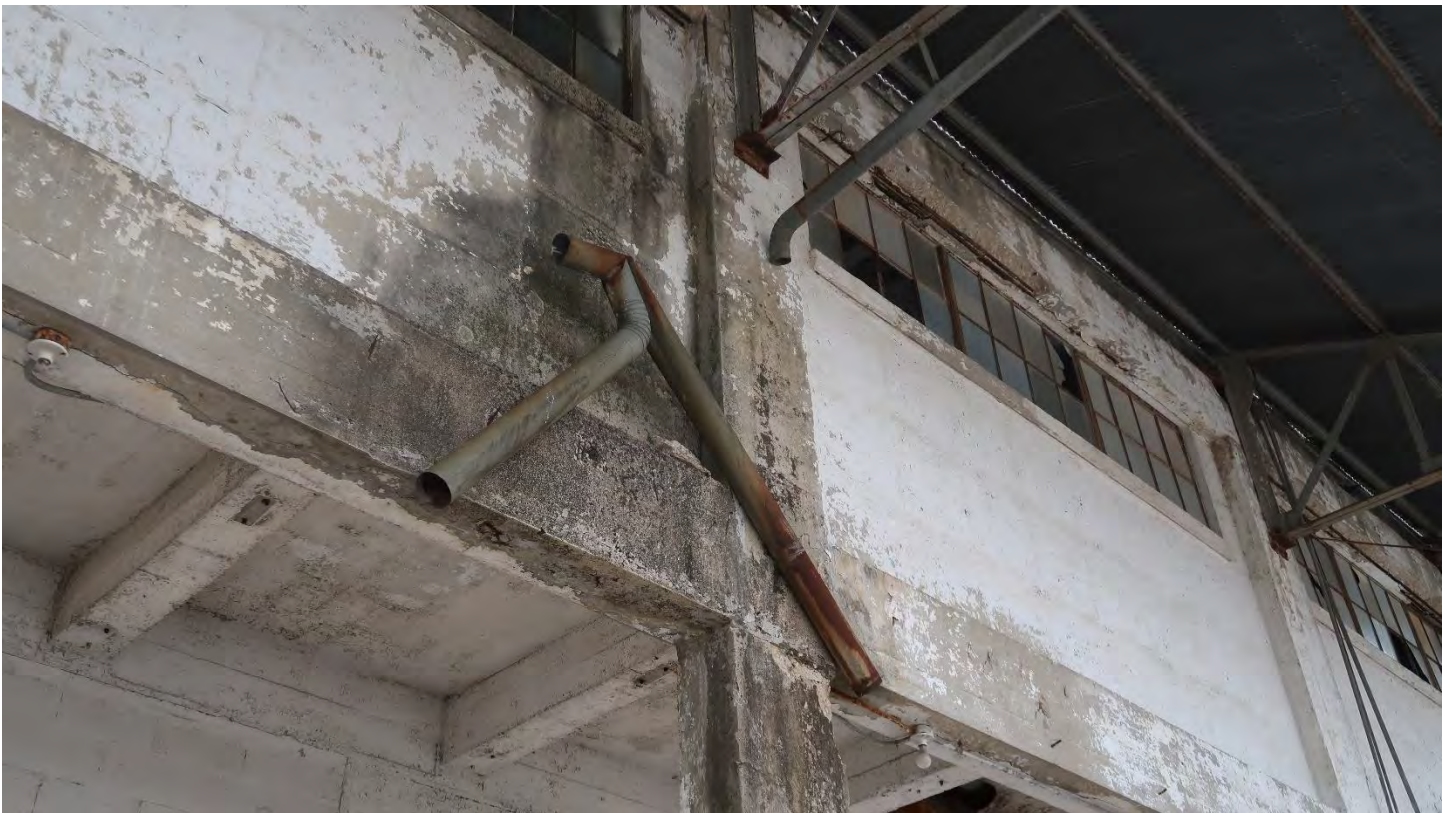
Front Elevation of JVIC Building: Rusty metal protrusions extend from loading dock wall, having been cut off years prior, present a danger of injury to passersby.



Electrical conduits and components simply cut off at reachable level.



Front Elevation of JVIC Building: Concrete columns are deteriorated to the point where rebar reinforcement is exposed to the elements and shows signs of significant rust.



Front Elevation of JVIC Building: Broken windows are abundant with hanging shards of glass waiting to fall on loading dock / street area below. Components of previous downspout system hang from remaining mounting system, disconnected from main line from gutter. Concrete spalling is significant.



Front Elevation of JVIC Building: Electrical conduits simply cut off above loading dock ceiling. Structural components of awning covering loading dock / street area show significant rust and deterioration.



Front Elevation of JVIC Building: Makeshift door shows evidence of attempted break-in.



Front Elevation of JVIC Building: Loading dock area has numerous trip and fall hazards including deteriorated grating with edges curled up and rusty bolt anchors protruding above concrete surface.

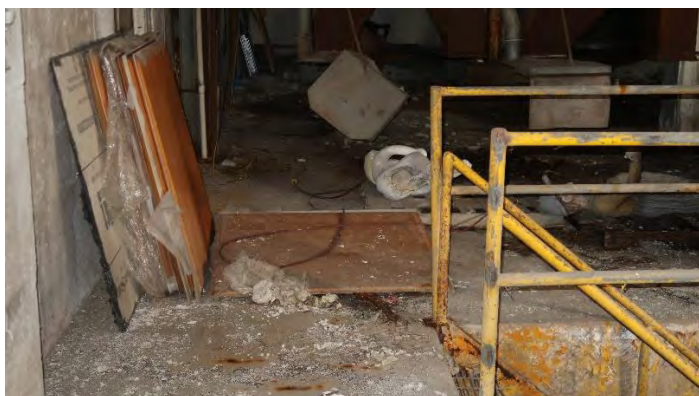


Front Elevation of JVIC Building: Portions of loading dock ceiling, including makeshift patches, falling onto loading dock area.



Side Elevation of JVIC Building: Significant concrete spalling and exposure of rebar reinforcement. Holes exist through exterior wall. Chunks of concrete have dislodged and fallen from overhanging roof. Numerous open perforations exist.

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Inside JVIC Building: Significant accumulations of debris are pervasive through the interior of the first floor of the JVIC Building.



Inside JVIC Building: Concrete and steel structural components show significant decay, including spalling of concrete surfaces and severe rust on steel components.



Inside JVIC Building: No access exists to second floor except for large holes in the deck between the first and second floors.

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Front Elevation of Nightclub / Saw & Tool Building: Portion of exterior wall missing with insulation and framing exposed. Storefront has been removed and boarded up with plywood, which is dilapidated with some wood rot present. Upper brick facade is beginning to separate from sides of building and lean over sidewalk.



Side (South) Elevation of Nightclub / Saw & Tool Building: Brick façade and roof line are significantly deteriorated. Portion of brick façade at southeast corner of building appears to be missing. Holes exist in exterior wall and in boards placed over exterior openings.



Side (South) Elevation of Nightclub / Saw & Tool Building: Portion of iron fence is missing and has been replaced by a piece of chain link fencing with sharp metal ends protruding at top creating a safety concern.



Rear Elevation of Nightclub / Saw & Tool Building: Portion of brick façade is missing. Wood siding is dilapidated with evidence of wood rot.



Rear Elevation of Nightclub / Saw & Tool Building: Wood siding is dilapidated with evidence of wood rot. Portions of siding are pulling away from exterior of building. Holes in exterior wall; makeshift patches over doorway and window. Debris scattered around the rear of the building. Pavement is a mix of gravel and weeds on north and east sides of building.



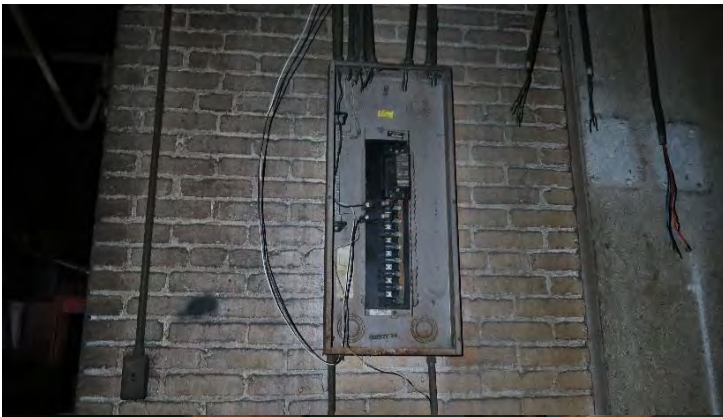
Rear Elevation of Nightclub / Saw & Tool Building: Corrugated metal roof attached to back of building is severely dilapidated and missing in places. The Corrugated metal roof previously extended further from the back of the building and covered the porch shown in the right-center of the top picture (as was observed on the April 11, 2019 site visit), but was mostly removed after multiple calls to police reporting homeless persons using the roofed areas, including the porch, as living areas. The pictures above represent the condition as of December 5, 2019, after the removal of roofing. Graffiti covers a significant portion of the rear wall of the building.



Side (North) Elevation of Nightclub / Saw & Tool Building: Holes in exterior wall. Wooden porch attached to building shows evidence of wood rot, with all or parts of certain boards missing. Loose wiring hanging from side of building and protruding from exposed conduit attached to building wall.



Inside Nightclub / Saw & Tool Building: Significant accumulations of debris are pervasive throughout the interior of the building. Graffiti inside the building suggests someone has previously broken into the building.



Inside Nightclub / Saw & Tool Building: Exposed electrical wiring is pervasive throughout the interior of the building, including wiring hanging from light fixtures, junction boxes, conduits and breaker boxes. Electrical breaker boxes are open and exposed.



Inside Nightclub / Saw & Tool Building: Many ceiling tiles missing throughout the building. Evidence of water damage in many places on the ceiling above the tiles. Many electrical wires hanging from the ceiling with electrical conduit exposed.



Inside Nightclub / Saw & Tool Building: Substantial air and light infiltration around temporary patches over entryways reflects building is not well secured from the elements. Holes cut into the floor of the building create open hazards.

EVIDENCE OF BLIGHT WITHIN AREA 2



South Elevation of Area 2 Grain Tower: Dilapidated concrete structure with peeling paint and rusted metal pipes and brackets extending from the structure. Some evidence of the beginning of spalling of exterior surfaces. Cracks in the concrete structure are visible higher up on the south elevation.



South Elevation of Area 2 Grain Tower: Large holes and smaller holes in exterior wall. Temporary metal patch over ground level opening is dented inward creating easy entry points for rodents, snakes and other pests. Deteriorating concrete pad on ground with rusty bolts protruding above the concrete surface creates a trip and fall hazard. Rusted metal pipes and other rusted metal components protruding from exterior walls.



South Elevation of Area 2 Grain Tower (top picture) and North Elevation of Area 2 Grain Tower (bottom picture): Window frames at top of the grain tower are rusted with several panes of glass missing. Remaining glass panes will potentially fall to the grassy area on the south side and parking lot on the north side, as the windows continue to deteriorate. Evidence of spalling of concrete surfaces at the top of the grain tower.



East Elevation of Area 2 Grain Tower: Exterior surfaces are dilapidated with peeling paint and evidence of spalling. Metal door and frame are rusted and held closed with an exterior latch and padlock. Concrete around the door frame is deteriorated, particularly below the door where rebar reinforcement is exposed to the elements and shows signs of significant rust. Rusted pipe protruding from structure at head/shoulder level presents a danger of injury to passersby.



North Elevation of Area 2 Grain Tower: Ladder extending to the top of the grain tower shows significant rust. Remains of electrical service simply cut off.

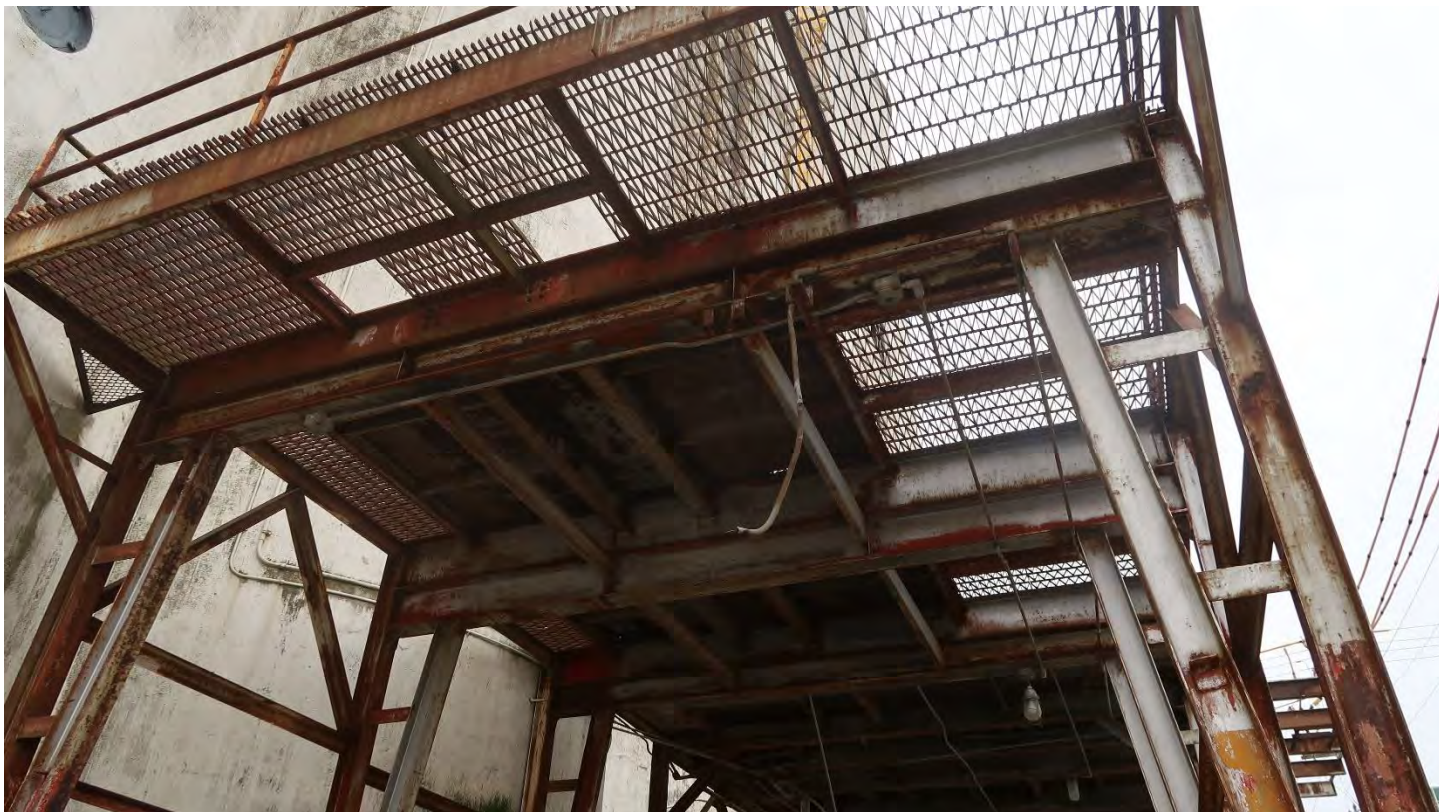
EVIDENCE OF BLIGHT WITHIN AREA 3



North Elevation of Area 3 Grain Tower: Exterior is dilapidated with peeling paint, cracks in exterior walls, and evidence of beginnings of spalling on exterior walls. Large openings in exterior walls with no glass, bars, or any other protective barriers are present to prevent falls.



North Elevation of Area 3 Grain Tower: Steel structure at front of tower shows significant rust. Concrete footings into which the steel pillars supporting the structure are attached are deteriorated with evidence of spalling. Metal entry door and frame are rusted and door is minimally secured with exterior latch and padlock. There are holes in the exterior wall above the entry door.



Underside of Steel Platform: All portions of steel structure, including vertical and horizontal support beams are significantly rusted. Underside of platform also shows significant rusting. Rusty pipes and open electrical conduits hang from the structure.



North Elevation of Area 3 Grain Tower (below steel platform): Pillars supporting the steel platform are significantly rusted. Concrete footings into which the pillars are secured are deteriorated with evidence of spalling. Exterior of concrete structure is dilapidated with large holes in exterior walls which have been covered by temporary wood and metal patches. A large rusted steel box, lumber, old sandbags and other trash are scattered about the front of the premises.



North Elevation of Area 3 Grain Tower: Corrugated metal structure attached to grain tower is severely dilapidated with holes in exterior of structure. Significant rusting (particularly along the base of the wall and steel support beams at the top of the structure) is present. Portions of the corrugated metal have been broken or torn off, leaving sharp rusted edges exposed which present a risk of injury. Concrete base upon which the structure sits is significantly deteriorated.



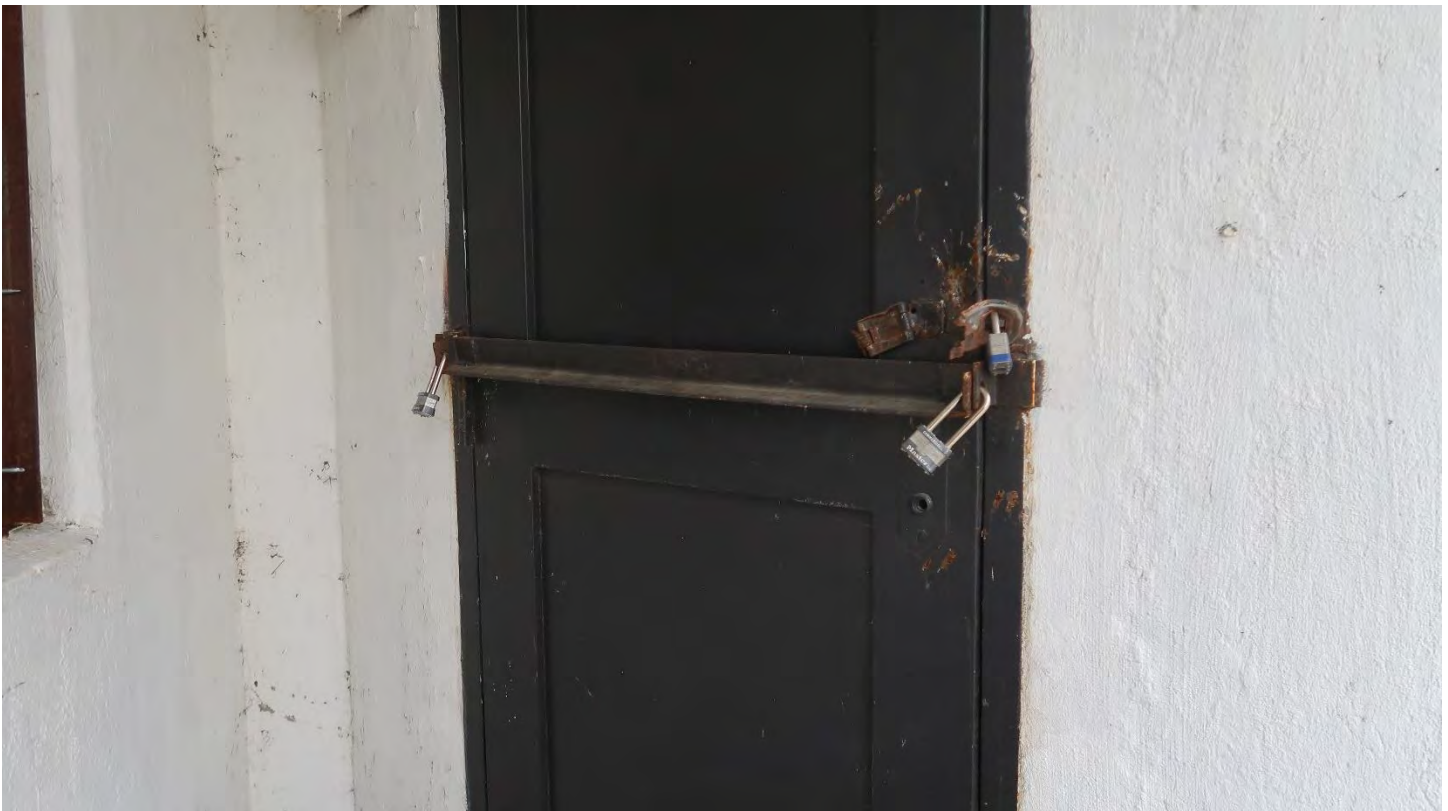
Interior of Corrugated Metal Structure: The east side of the corrugated metal structure is open to easy entry, creating an attractive nuisance. A significant amount of trash and other debris litters the interior of the structure. Portions of the steel beam structure of the building visible from this area are severely rusted. The raised wood surfaces inside the structure, along with other large debris in this area pose many trip and fall hazards. The concrete base and stairs inside this structure are deteriorated with significant evidence of spalling. Entry door in this area is severely rusted, with multiple rusty wires protruding from the door. Food and beverage container garbage provide evidence that this area attracts loitering and vagrancy.



North Elevation of Area 3 Grain Tower: Concrete platform and stairs on front of structure are severely deteriorated with large pieces of concrete missing and significant spalling on the remaining structure. There is no handrail protecting the platform at the top of the stairs, which is approximately 40 inches high. Corrugated metal siding is rusted with sharp edges curled outward presenting injury risks. Large open hole in the top of the platform with sharp rusty metal objects inside presents injury risks.



North Elevation of Area 3 Grain Tower: West side of corrugated metal structure rusted with one large piece of metal having partially fallen out leaving a sizeable hole. A portion of the protective railing on top of the corrugated metal structure is missing. Steel beams providing support for the roof of the corrugated metal structure are rusted. Roof edge appears from ground level to be significantly deteriorated.



Northwest Entry to Area 3 Grain Tower: Entry doors to the Area 3 Grain Tower show substantial rust. There is evidence of attempts to break into the structure. In the top right of the top photo, a metal patch over a window has been peeled back at the top. The door in the top photo has had the lower panel nearly pushed in. Locking mechanisms in the bottom photo have been pried open.



Northwest Entry Way to Area 3 Grain Tower: Concrete stairs and platform to main doors are significantly deteriorated with several cracks and evidence of spalling. Handrail missing from platform.



West Elevation of Area 3 Grain Tower: Exterior openings have been boarded up. Concrete surfaces are deteriorated with notable spalling. Chunks of concrete are missing from the exterior wall, exposing the underlying rebar reinforcement, which is rusted.



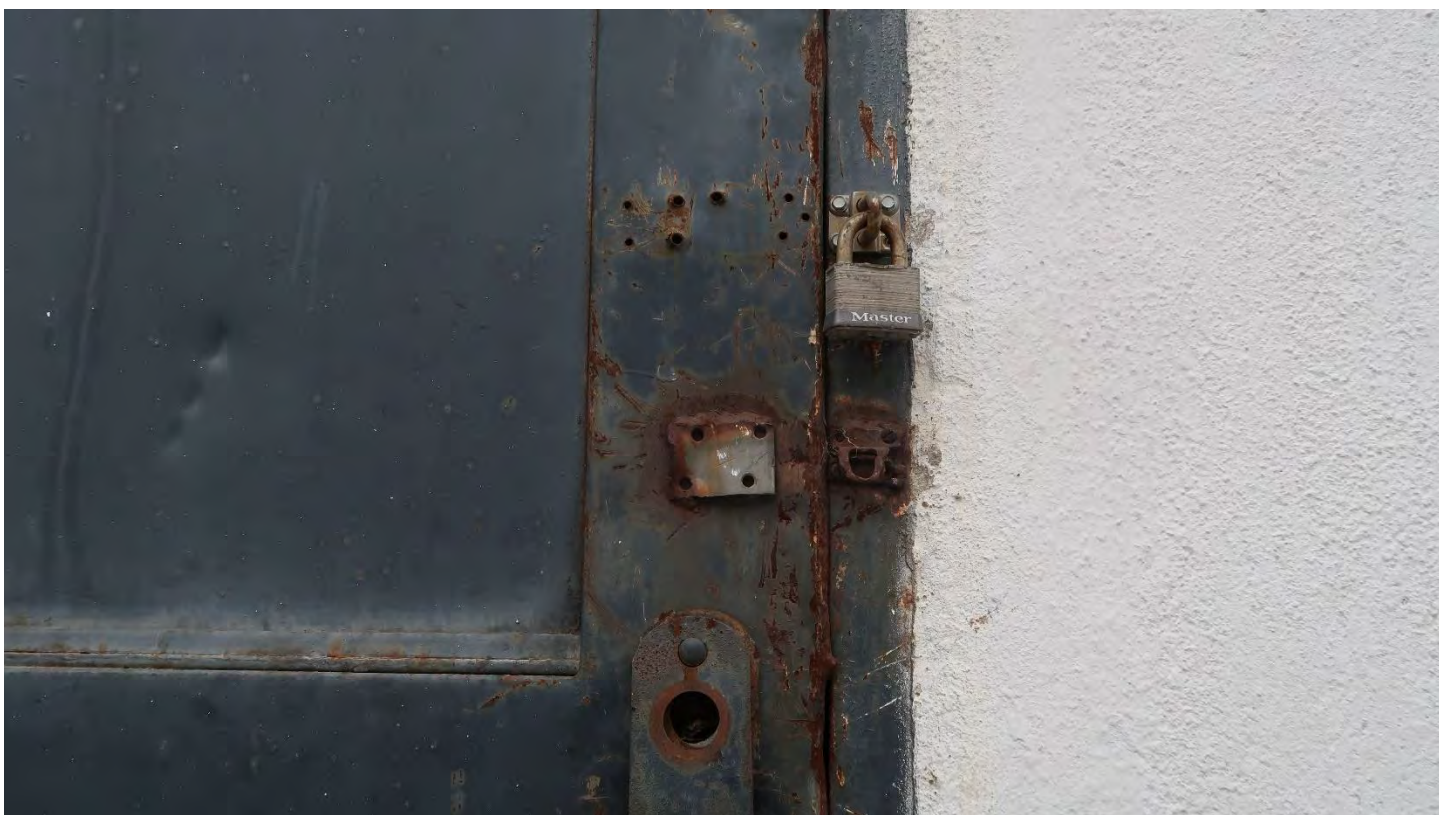
West Elevation of Area 3 Grain Tower: Exterior is dilapidated with peeling paint and evidence of spalling on concrete walls. Wires hang from the structure by the door. Concrete surfaces on the ground are deteriorated, and settling unevenly into the ground, creating trip and fall hazards. Chain link fencing is rusted and starting to fall down. Barbed wire at the top of the chained link fencing is also rusted and presents risk of injury. Missing and broken door hardware is evidence of prior break-in attempts.



South Elevation of Area 3 Grain Tower: Exterior is dilapidated with peeling paint and evidence of spalling in the concrete surfaces. Exterior openings are covered with sheet metal. Corners of sheet metal attached to structure are damaged and/or peeling away from the structure, creating many sharp protrusions that present injury risks.



South Elevation of Area 3 Grain Tower: Sheet metal has been torn away from one of the openings, suggested an attempt to break in. Remnants of sheet metal covering are still attached to the building, creating a sharp protrusion that poses risk of injury to passersby. Portions of the concrete exterior are breaking off of the building and there is significant evidence of spalling. No trespassing sign is graffitied over.



East Elevation of Area 3 Grain Tower: Entry door has significant amounts of rust. Piece of concrete wall has broken away, exposing rebar reinforcement, which is rusted. Rusty and broken locking mechanisms provide possible points of entry into the structure, creating an attractive nuisance.



Surface Area Surrounding Area 3 Grain Tower: The surface area surrounding the Area 3 Grain Tower contains many hazards to passersby, particularly trip and fall hazards due to the presence of large concrete blocks on the ground, large metal objects protruding above the surface of surrounding concrete, a large steel box, severely deteriorated asphalt surfaces, a drain box that has been significantly exposed due to erosion of the surrounding ground, and remnants of the base of a wood structure which protrude above the surrounding surface area.



Surface Area Surrounding Area 3 Grain Tower: Deterioration of pavement, damage to pavement and drainage areas from settling of surrounding ground and deterioration of concrete surfaces, combined with large loose rocks, present trip and fall hazards to passersby.

EXHIBIT 9

TO TIF PLAN

Evidence of Commitments to Finance

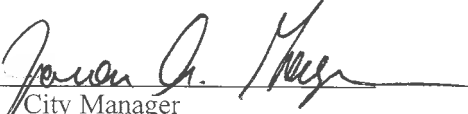
CERTIFICATE OF COMMITMENT TO FINANCE

City of Springfield, Missouri

The City of Springfield, Missouri acknowledges and represents that it is committed to provide an equity contribution in an amount sufficient to provide for the following costs of the Redevelopment Project described in the Springfield IDEA Commons Tax Increment Financing Plan (the "Plan"), provided that the Plan is approved and implemented and the other funding sources for the Redevelopment Project described in the Plan are provided as described in the Plan.

City Infrastructure Improvements		
Stormwater Improvements		\$ 2,130,000
Street Improvements		\$ 800,000
Sanitary Sewer		\$ 220,000
Total Cost		\$ 3,150,000
Funding Sources	City Contribution	\$ 3,150,000

CITY OF SPRINGFIELD, MISSOURI

By: 
City Manager

CERTIFICATE OF COMMITMENT TO FINANCE

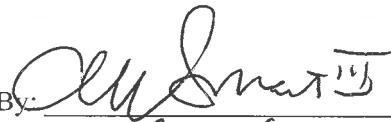
Missouri State University

Missouri State University acknowledges and represents that it is committed to provide an equity contribution in an amount sufficient to provide for the following *highlighted* costs of the Redevelopment Project described in the Springfield IDEA Commons Tax Increment Financing Plan (the "Plan"), provided that the Plan is approved and implemented and the other funding sources for the Redevelopment Project described in the Plan are provided as described in the Plan.

JVIC Expansion		
Total Cost		\$ 14,397,284
Funding Sources	New Market Tax Credit Equity	\$ 2,527,200
	Developer's Private Financing	\$ 7,270,084
	MSU Contribution for MDFB tax credits	\$ 3,000,000
	MSU Contribution	\$ 1,600,000
Total Sources		\$ 14,397,284

Parking Garage		
Total Cost		\$ 12,000,000
Funding Sources	MSU Contribution for MDFB tax credits	\$ 3,000,000
	MDFB Loan	\$ 6,000,000
	MSU Contribution	\$ 3,000,000
Total Sources		\$ 12,000,000

MISSOURI STATE UNIVERSITY

By: 
Name: Clifton Smart III
Title: President



Doug Fields
Director
Tax Credit Finance
Capital One, N.A.
201 St. Charles Avenue, 29th Floor
New Orleans, LA 70170
504.533.2035 Office
504.533.5204 Fax
www.capitalone.com

December 2, 2019

Mat Burton
Vecino Group
305 West Commercial Street
Springfield, MO 65803

Re: Senator Roy Blunt Jordan Valley Innovation Center Expansion – NMTC Financing

Dear Mr. Burton:

Thank you for providing information on the Senator Roy Blunt Jordan Valley Innovation Center Expansion project (the "Project"). Capital One, N.A., (the "Investor" or "Capital One") is delighted to consider making New Markets Tax Credit ("NMTC") equity investments to facilitate its completion. It is expected that subsidiaries of Capital One Community Renewal Fund, LLC ("COCRF"), CBKC CDC, Inc. ("CBKC"), and CDEs TBD ("CDEs TBD" and together with COCRF, the "CDEs") will act as CDEs and investees of Investor. The terms of such investments are outlined below.

Except for the obligations set forth in the sections titled Transaction Costs, Confidentiality, and Exclusivity, this proposal letter (this "Letter") does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of any party and is for discussion purposes only. This Letter should not be construed as a commitment to provide qualified low income community investment loans (the "QLICI") to Vecino Group or any affiliate of Vecino Group (the recipient of the QLICI, the "Borrower"). Should such terms be acceptable to you, formal bank approval through the Bank's internal credit process will be pursued as quickly as possible.

NEW MARKETS TAX CREDIT CAPITAL TERMS:

The Investor envisions providing equity capital for the NMTCs via a NMTC investment (the "NMTC Investment") to an investment fund (the "Fund") which will in turn make Qualified Equity Investments ("QEIs") into the CDEs in an amount up to \$16,000,000.

The Investor will receive 100% of all NMTCs generated by the QEI. The NMTC Investment is calculated as follows and would be adjusted if the amounts of the QEI is changed.

<u>CDE</u>	<u>QEI Amount</u>	<u>Credit Amount</u>	<u>Price per Credit</u>	<u>NMTC Investment</u>
CDEs TBD	\$8,000,000	\$3,120,000	\$0.81	\$2,527,200
CBKC	\$7,000,000	\$2,730,000	\$0.81	\$2,211,300
COCRF	\$1,000,000	\$ 390,000	\$0.81	\$ 315,900
Total	\$16,000,000	\$6,240,000		\$5,054,400



The following terms related to the NMTC Investment would also be offered to the Borrower by Capital One as Investor (provided that any fees charged by third party CDE would be payable by Borrower without reimbursement by Capital One):

***NO UPFRONT OR ONGOING FEES**

***NO SERVICING CHARGES**

***NO ANNUAL AUDIT & TAX REIMBURSEMENT CHARGES**

***UP TO \$85,000 OF CAPITAL ONE LEGAL FEES PAID BY CAPITAL ONE** (solely if the transaction closes)

CAPITAL ONE COMMUNITY RENEWAL FUND, LLC

COCRF is willing to reserve up to \$1,000,000 of NMTC allocation subject to the Borrower's ability to demonstrate other CDEs' commitments (acceptable to Capital One) of at least \$8,000,000 of NMTC allocation to be used for the Project. No ongoing fees or expense reimbursements would be charged in relation to the COCRF allocation. Usage of COCRF allocation requires the approval of the COCRF Advisory Board.

CDE FEES: To be determined.

DEAL STRUCTURE:

This proposal anticipates utilizing a leverage structure via the Fund for purposes of generating the NMTCs. The Investor will be the equity investor in the Fund and the Fund will invest in the CDEs and be allocated 100% of the NMTCs.

It is expected that a leverage loan ("**Leverage Loan**") from Leverage Lender TBD ("**Leverage Lender**") will be used as the leverage source in addition to the NMTC Investment made by Capital One into the Fund. Leverage Lender will execute forbearance agreements whereby it agrees to forbear from exercising any foreclosure proceedings or any other rights under the Leverage Loan documents until the end of the NMTC Compliance Period (defined below). Leverage Lender may not share identical ownership with the Borrower. This is subject to tax counsel approval.

The terms of this Letter are subject to the commitment and availability of all funding sources necessary to account for all costs associated with the Project and NMTC allocation sufficient for this proposal. As of the date of this letter, Capital One has not reviewed or approved the overall transaction structure.

NMTC COMPLIANCE PERIOD: Seven years from the funding of the last QEI (the "NMTC Compliance Period").

INVESTOR PUT OPTION:

Investor shall have the right to exercise a Put Option for six months from the conclusion of the NMTC Compliance Period (the "Put Period") to sell its interest in the Fund to the Borrower or an affiliate for an amount equal to \$1,000 plus any state or local taxes and any other expenses of the Investor in connection with the transfer of its interest. The payment of the Put Option will be guaranteed by guarantors deemed acceptable to Capital One.

OWNER CALL OPTION

After expiration of the Put Period, the Borrower or an affiliate shall have the option for a period of six months (the "Call Period") to purchase Investor's interest in the Fund at fair market value as determined by an independent appraiser paid



for by the purchaser plus any state or local taxes and any other expenses of the Investor in connection with the transfer of its interest.

QUALIFIED LOW INCOME COMMUNITY INVESTMENTS (QLICIs):

Each CDE will make debt QLICIs to the Project. The QLICI loans will be structured with an interest-only payment schedule during the NMTC Compliance Period and then interest and principal payments sufficient to fully repay the loan at maturity. Prepayment of any QLICI loans during the NMTC Compliance Period will not be permitted. The QLICI loans will be backed by collateral and guarantees acceptable to Capital One and CDE.

CONSTRUCTION BUDGET AND PROJECTIONS:

The final sources and uses and operating proforma of the Project are subject to Investor and each CDE's review and approval. Projections of the flow of funds from all sources throughout the maturity of the loans will be prepared by Novogradac & Company, CohnReznick, or another firm acceptable to Investor and the CDE, at the Borrower's expense, prior to closing.

FINANCIAL STATEMENTS:

Financial statements for the Borrower (if available) and all guarantors shall be delivered to the Investor and CDE as required by Capital One and the CDE.

BANK ACCOUNTS: To be determined.

LOSS OR RECAPTURE OF TAX CREDITS:

If Capital One suffers a loss, disallowance, or recapture of any NMTCs as a direct or indirect result of (i) failure of Borrower to constitute a "Qualified Active Low Income Community Business" as such term is used in Section 45D of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) failure of the loans to constitute a "Qualified Low-Income Community Investment" as such term is used in Section 45D of the Code, (iii) Borrower's prepayment of any portion of the QLICI loans during the NMTC Compliance Period or Borrower's breach of the QLICI loan documents, or (iv) any fraud, misconduct or gross negligence on the part of the Borrower or any of their respective affiliates, Borrower and guarantors will be obligated to pay to Capital One an amount equal to the sum of (a) the NMTCs lost, disallowed or recaptured plus (b) the amount of NMTC that would have been claimable in subsequent years but for the loss, disallowance or recapture, plus (c) interest and penalties and any other additional costs payable by Capital One or the CDE on an after tax basis as a result of such loss, disallowance or recapture.

If Borrower prepays any portion of the QLICI loans during the NMTC Compliance Period, it will constitute an event of default under the QLICI loan documents, and Borrower will be required to escrow, with Capital One, an amount equal to the amount of the loss or recapture of NMTCs that could result from the breach by Borrower, and if any NMTCs are actually lost or recaptured, the escrowed funds will be paid to Capital One, plus, on an after tax basis, any interest or penalties assessed by the Internal Revenue Service that result from such loss or recapture.



CONDITIONS:

The closing of the investments and QLICI loans are contingent on timely satisfaction of a number of conditions precedent, including, but not limited to the following:

1. Review and approval of the transaction structure by Capital One and special tax counsel;
2. receipt of satisfactory due formation, due authority, enforceability and tax legal opinions by Capital One from special tax counsel and legal counsel;
3. prior consultation and approval of the CDEs advisory boards for an allocation totaling up to \$16,000,000;
4. successful negotiation, closing, and funding of the Leverage Loan in the aggregate amount equal to the total QEI amount plus any CDE fees payable by the Investor less the NMTC Investment amount by and between Leverage Lender and the Fund;
5. successful negotiation, closing, and funding of the NMTC Investment in the aggregate amount of up to \$5,054,400 (based on \$16,000,000 in QEIs and the pricing discussed above) by and between Capital One and the Fund.

CLOSING:

This Letter must be accepted by December 31, 2019 or it shall be null and void. Should the closing of the QLICI loans not close by March 31, 2020 (the "**Outside Closing Date**"), Investor shall have no obligation to consummate the transactions set forth herein. All transaction costs incurred by such the Outside Closing Date shall be immediately due and payable by the Borrower and/or their respective affiliates. Investor has the sole right to extend the Outside Closing Date.

TRANSACTION COSTS:

Borrower acknowledge that Investor anticipates incurring expenses and foregoing other opportunities while reviewing due diligence, pursuing the satisfaction of the conditions precedent described above, and finalizing agreements for the transactions described herein. In consideration thereof, Borrower upon acceptance of this Letter by its execution hereof, agree to pay all customary third-party fees and expenses (the "**Transaction Costs**") associated with Investor's proposed investment even if the NMTC Investment and the QLICI loans do not close. Transaction Costs shall include, but are not limited to, Capital One's and its affiliates' legal and third party accounting fees. Within 5 business days of the execution of this Letter, Borrower will deposit \$25,000 (as may be adjusted below, the "**Deposit**") with Capital One for the purpose of paying the Transaction Costs. If prior to closing, Investor's outstanding Transaction Costs equal or exceed \$25,000, then Investor may request an additional Deposit from Borrower, which must be paid within 3 business days of the Investor's request or Investor may cease (and direct its attorney to cease) work until the additional Deposit is received.

If Transaction Costs as of the closing exceed the amount that Capital One has agreed to pay hereunder, Capital One will retain and apply the Deposit to the Transaction Costs and the Borrower will pay the amount of any remaining Transaction Costs. If the QLICI loans do not close, Capital One will retain and apply the Deposit to the Transaction Costs and invoice the Borrower for any remaining Transaction Costs, which amounts shall be immediately due and payable. In all events, if any portion of the Deposit remains unapplied to Transaction Costs, Capital One will refund the remaining funds to Borrower.



EXCLUSIVITY:

Borrower and their respective affiliates grant Capital One the exclusive right to participate in the transaction described herein commencing on the date this proposal is fully executed and expiring on the later of (i) the Outside Closing Date (unless such date has been extended by Capital One as provided herein) and (ii) the date on which all amounts due to Capital One hereunder have been paid, including without limitation the expenses required to be paid above.

CONFIDENTIALITY:

All documents and correspondence of Capital One and their agents and affiliates in connection with the QLICI loans and this proposal are confidential and proprietary. Violation of this provision shall render this Letter voidable at the election of Capital One.

GOVERNING LAW; DISCLAIMER:

The terms of this Letter are governed by the laws of the State of New York, without giving effect to conflict or choice of law principles, and, the undersigned each agree that any actions or proceedings arising in connection with the binding provisions of this Letter shall be tried and litigated in the County of New York, State of New York and each of the undersigned waives any right it may have to a trial by jury relating to or arising out of this Letter. This section and the sections titled Transaction Costs, Confidentiality and Exclusivity are binding on the undersigned but otherwise, this Letter is non-binding and is not intended to create or constitute any liability or legally binding obligation between the parties and their respective affiliates. The foregoing is intended to provide a substantive outline of Investor's proposal, rather than a complete statement of all terms, requirements, conditions and documents which will be required in connection with the transactions described above. It is possible that substantive terms, requirements, or conditions may be changed in order to account for or reflect, among other things, changes in statutory or regulatory authorities governing the subject matter of the transactions, the federal New Markets Tax Credit Program, or subsequent negotiations among the parties hereto.

We appreciate very much the opportunity to provide you with this Letter. Please let us know if we can provide you with any additional information you may need.

Sincerely,

Doug Fields
Director

ACCEPTANCE:

Please indicate your acceptance of the terms and conditions outlined in this Letter by signing below and returning a signed copy to the Investor by December 31, 2019. If not accepted and returned to the Investor by that date, this Letter, unless extended in writing by the Investor, shall become null and void after that date.

[_____] (as _____)

By: _____
Its: Member

RESOLUTION

(Missouri State University IDEA Commons Project – Loan)

RESOLUTION OF THE MISSOURI DEVELOPMENT FINANCE BOARD MAKING CERTAIN FINDINGS AND DETERMINATIONS; AND APPROVING AN APPLICATION UNDER THE PUBLIC ENTITY LOAN PROGRAM FOR MISSOURI STATE UNIVERSITY

WHEREAS, pursuant to Sections 100.250 *et seq* of the Revised Statutes of Missouri (RSMo) the Board has established the Public Entity Loan Program for the purpose of assisting public entities through the making of loans in connection with infrastructure projects that are consistent with the statutory purposes for which the Board was created.

WHEREAS, the Missouri State University (the “University”), has submitted a Public Entity Loan Program Application (the “Application”) requesting the Board’s approval of a loan for the purpose of paying a portion of the cost of the project described in the Application (the “Project”).

WHEREAS, at meetings of the Board held on June 19, 2018 and August 30, 2018, representatives of the University made presentations to the Board concerning the Project and the Application, and/or were otherwise available to answer questions at such meetings.

WHEREAS, the Board has determined that it is in the best interest of the State that the Board approve the Application and give preliminary approval to the loan, subject to the conditions described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MISSOURI DEVELOPMENT FINANCE BOARD, AS FOLLOWS:

Section 1. Findings and Determinations. The Board makes the following findings and determinations:

- (a) The Project is expected to (1) enhance and expand the University’s activities in promoting innovation, design, entrepreneurship and art through its colleges of Natural and Applied Sciences, Business, and Arts and Letters for the purposes of furthering the business creation and innovation activities of the University, all in furtherance of the educational purposes for which the University was created, (2) assist the University in the creation of private high wage, high tech jobs through its delivery of programming support, services and facilities to start-up and existing companies in the District, (3) assist in the elimination of blighted conditions in the Idea Commons District immediately adjacent to downtown Springfield, (4) assist the University in promoting private investment in the District by addressing the shortage of parking, and (5) enhance economic development in downtown Springfield.

Section 2. Preliminary Loan Approval. The Board hereby gives preliminary approval to a loan for the purposes described in the Application. The amount of the loan shall not exceed \$6,100,000 and the indicative terms for such loan and loan terms shall be as set forth on **Exhibit A**. The final terms of the loan shall be submitted to the Board for approval prior to the making of the loan.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Missouri Development Finance Board.

ADOPTED by the Board this 30th day of August, 2018.

MISSOURI DEVELOPMENT FINANCE BOARD

(Seal)

By:


Chair

ATTEST:

By:


Assistant Secretary

Exhibit A

Indicative Loan Terms

The following terms are indicative as of the date of the Board's approval of the Application. The final terms will be subject to review based on the final structure of the financing.

MDFB Loan:	Not to exceed \$6,100,000.
Borrower:	The University (or a wholly owned nonprofit existing or formed by University to facilitate participation in the project).
Interest Rate:	The interest rate may be fixed by the borrower not more than 60 days prior to the closing of the loan at an interest rate equal to the yield on the 20-year U.S. Treasury Bond as of the date such interest rate is fixed, plus 100 basis points. Late fees and interest to mirror delinquent taxes.
Amortization:	The principal of the loan will fully amortize over the term of the loan, but the first principal payment may commence as late as the third year following the loan closing.
Loan Term:	Not to exceed 20 years from the closing date.
Construction Advance Loan:	The loan would be in the form of a construction advance loan with moneys drawn down as invoices are approved for disbursement.
Special Assessments:	The Board will form a Transportation Development District that will impose a special assessment tax against the Office Building in an amount equal to loan payments. The Board will control the board of directors of the TDD.
Loan Payments:	Annual payments of principal and interest to correspond to projected dates of the receipt of special assessments.
Security:	The loan will be payable solely from special assessments payable with respect to the Office Building. The Board will require a first mortgage on the parking garage and an assignment of all rents and revenues of the parking garage. So long as the special assessments are sufficient, it is expected that the loan would be non-recourse to borrower.
Loan Covenants:	The University (or nonprofit borrower) must own and control Parking Garage for 20 years. The University, City and Developer must covenant not to build or offer alternate parking to office building tenants unless the parking garage is regularly and routinely full. Standard closing conditions for a commercial loan. – Environmental reports – Standard financial reporting on nonprofit operations – Office building owner must report tenant jobs, wages, status of lease up, summary of lease terms – Maintenance covenant (must be a University obligation) – Obligation to rebuild if casualty or condemnation – Minority participation reports during construction – Performance, labor and materials payment bonds – Lien waivers for disbursements

Term of Preliminary Loan Approval: The preliminary loan approval of MDFB will expire on December 31, 2019, provided, however, the preliminary approval shall be subject to earlier termination if the Executive Director determines that the University has failed to meet the following milestones:

Project Milestones	Not later than
City Chapter 100 Resolution of Intent Adopted	December 1, 2018
University Preliminary Resolution Approving Structure & Participation	December 2, 2018
Completion of Schematic Design and Updated Budget	December 1, 2018
Evidence Developer is bondable	March 1, 2019
Execution of University/Developer Development Agreement	March 1, 2019
Evidence of preliminary funding commitments to complete projects	May 1, 2019
Completion of Design Drawings office building and box culvert	May 1, 2019
Final agreement on sources and uses	May 1, 2019
Finalization of Design/Build Contracts and final budgets	July 1, 2019
Evidence of funding of box culvert and infrastructure improvements	July 1, 2019
Office building loan commitment	August 1, 2019
Completion of Construction Drawings	August 1, 2019
Final credit underwriting approvals for office building loan	September 1, 2019
Finalization of loan documents and/or NMTC documents	November 1, 2019
Loan closing	December 31, 2019

*Quarterly status reports to MDFB beginning January 1, 2019

MEETING MINUTES
MISSOURI DEVELOPMENT FINANCE BOARD

Governor Office Building
200 Madison Street, Room 1010
Jefferson City, Missouri

NOVEMBER 19, 2019

The Missouri Development Finance Board met in regular session on Tuesday, November 19, 2019, beginning at 10:30 a.m. The meeting was conducted via telephone conference call. Notice of the meeting was duly posted as required by Section 610.020 RSMo at the MDFB principal office.

The following members and officers of the Board were present or absent at the meeting as follows:

Marie J. Carmichael	Chair	Present
Reuben A. Shelton	Vice Chairman and Member	Absent
John E. Mehner	Treasurer and Member	Present
Matthew L. Dameron	Secretary and Member	Present
Kelley M. Martin	Member	Present
Bradley G. Gregory	Member	Present
Cliff Holekamp	Member	Present
Rick Holton, Jr.	Member	Present
Mike Kehoe	Lieutenant Governor and Member	Absent
Robert B. Dixon	Director, Dept. of Economic Development and Member	Absent
Chris Chinn	Director, Dept. of Agriculture and Member	Absent
Carol S. Comer	Director, Dept. of Natural Resources and Member	Absent
Robert V. Miserez	Executive Director and Assistant Secretary	Present

Chair Carmichael called the meeting to order and declared a quorum was present. In addition to the above members, attendees were:

Board Staff: Kathleen Barney, Erica Griffin, Kimberly Martin, Ryan Vermette and Valerie Haller

Board Counsel: David Queen

Others Present: Adam Gresham and Henry Herschel, Lieutenant Governor's Office; Katie Jo Wheeler, Missouri Department of Natural Resources; Allen Kunkel, Missouri State University; Mat Burton, Vecino Group; Otis Williams, LCRA of St. Louis; Charlie Hahn, SLDC; and Kurt Erickson, St. Louis Post-Dispatch

Member Martin commented he was traveling and would be excusing himself from the call, but noted that he was in favor of the items being presented for action.

I. Secretary's Report

Secretary Dameron

Secretary Dameron presented for approval the minutes from the October 15, 2019, meeting. The minutes were included in the Board materials distributed in advance of the meeting. There being no questions, corrections or additions, Vice Chairman Shelton made a motion to approve the minutes as presented. Member Gregory seconded the motion. The following roll call vote was recorded:

Aye: Shelton, Mehner, Dameron, Gregory, Holekamp, Holton and Carmichael

Nay: None

Absent: Martin, Kehoe, Dixon, Chinn and Comer

Chair Carmichael declared the motion passed.

II. Treasurer's Report

Treasurer Mehner

Treasurer Mehner presented for approval the Treasurer's Report as of and for the three months ended September 30, 2019. The Treasurer's Report was included in the Board materials distributed in advance of the meeting. There being no questions, corrections or additions, Member Gregory made a motion to approve the Treasurer's Report as presented. Vice Chairman Shelton seconded the motion. The following roll call vote was recorded:

Aye: Shelton, Mehner, Dameron, Gregory, Holekamp, Holton and Carmichael

Nay: None

Absent: Martin, Kehoe, Dixon, Chinn and Comer

Chair Carmichael declared the motion passed.

III. Department of Economic Development

Director Dixon

This report was deferred.

IV. Lieutenant Governor's Report

Lt. Governor Kehoe

Adam Gresham, Lt. Governor Kehoe's Chief of Staff, reported Henry Herschel had joined the Lt. Governor's staff as General Counsel.

V. Old Business

A. Quaker Window Products Co. — BUILD Application Final Authorizing Resolution

Kimberly Martin

Ms. Martin reported Board the adopted a preliminary resolution expressing its intent to issue BUILD Bonds to Quaker Window Products Co., at its August 30, 2018, meeting. The project consists of the construction of a new manufacturing facility in Eldon, and this will be their second manufacturing facility in Missouri.

Ms. Martin reported all financing terms remain as originally presented. Quaker Window Products will add a minimum of 131 jobs over the next three years and make an investment of approximately \$65 million at the project location. Staff recommended approval of the Final Authorizing Resolution for bonds not to exceed \$1,038,600.

Treasurer Mehner made a motion to approve the application as presented and adopt the following Final Authorizing Resolution:

RESOLUTION AUTHORIZING THE MISSOURI DEVELOPMENT FINANCE BOARD TO ISSUE ITS BUILD MISSOURI REVENUE BONDS (QUAKER WINDOW PRODUCTS CO. PROJECT), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,038,600 FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE A LOAN TO FINANCE A PORTION OF THE COSTS OF AN ECONOMIC DEVELOPMENT PROJECT FOR THE BENEFIT OF QUAKER WINDOW PRODUCTS CO.; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

Secretary Dameron seconded the motion. The following roll call vote was recorded:

Aye: Shelton, Mehner, Dameron, Gregory, Holekamp, Holton and Carmichael

Nay: None

Absent: Martin, Kehoe, Dixon, Chinn and Comer

Chair Carmichael declared the motion passed.

B. Missouri State University — IDEA Commons JVIC Loan and Tax Credit Extensions

Robert V. Miserez

Mr. Miserez reported the Board approved applications from Missouri State University (the “University”) for up to \$3 million in tax credits and a direct loan

in an amount not to exceed \$6.1 million for at its August 2018 meeting to facilitate the expansion of its Jordan Valley Innovation Center (JVIC) business incubator and construction of other improvements to support JVIC. Mr. Miserez gave a brief background on the project and noted the University and Developer continue to work on the project.

Mr. Miserez commented that at the time of Board approval, various milestones were set to keep the project moving forward. The University recently notified Board staff there was a delay in securing the final piece of financing for JVIC and therefore would need to request an extension of the milestones. Mr. Miserez reported the University requested an extension on the tax credits to December 31, 2020, and an extension on the direct loan to August 31, 2020. Staff recommended that the Board adopt a motion approving the requested extensions and milestone date changes.

Allen Kunkel with the University reported that while they have had some recent success, the New Markets Tax Credit financing for JVIC was delayed due to the previous government shutdown which resulted in delays to the project schedule. Mr. Kunkel commented they are working on the next phase of design development on the JVIC expansion, as well as working towards the loan closing in April 2020. Mr. Kunkel thanked the Board for their consideration of the request and was available for questions.

Member Holton questioned how much of the final piece of financing is needed. Mat Burton with the Vecino Group responded they currently have \$9 million in credits, approximately \$1.6 million in equity, and they hope to obtain the remaining credits before the loan closing. Mr. Burton commented that if fundraising for the remaining credits is not successful, the University is making a commitment to fill the gap with additional capital for the JVIC expansion.

Member Gregory made a motion to approve the date extension for the tax credits in that all contributions must be received by December 31, 2020, and the extension of specific milestone dates for the direct loan for the Missouri State University JVIC Expansion project as proposed and presented. Treasurer Mehner seconded the motion. The following roll call vote was recorded:

Aye: Shelton, Mehner, Dameron, Gregory, Holekamp, Holton and Carmichael

Nay: None

Absent: Martin, Kehoe, Dixon, Chinn and Comer

Chair Carmichael declared the motion passed.

VI. New Business

A. St. Louis Convention Center Hotel Garage Series 2000 B&C Bond Maturity Amendments

Erica Griffin

Ms. Griffin presented the Resolution authorizing an amendment to the bond documents related to the St. Louis Convention Center Hotel Garage (SLCCHG). Ms. Griffin reported that to finance the development of the SLCCHG in 2000, the Board issued Series 2000B and 2000C bonds. The 2000B Bonds are taxable with an initial issuance of \$6.5 million, and the 2000C bonds are tax-exempt with an initial issuance of \$14.6 million; both bonds mature December 1, 2020. Ms. Griffin commented the bonds are interest only at a variable rate, and the average interest rate for the past 12 months was 2.28% for the taxable and 1.45% for the tax-exempt. The bonds are secured by a letter of credit issued by U.S. Bank, and the letter of credit received a one-year extension earlier this month.

Ms. Griffin noted that over the years the Board has made discretionary prepayments totaling \$11.78 million on the principal to help reduce the balloon payment; current outstanding principal is \$2.23 million for taxable and \$7.09 million for tax-exempt.

Ms. Griffin reported that with the development of the SLCCHG, the Board approved the formation of a Community Improvement District (CID) and a Transportation Development District (TDD). The additional sales tax imposed within those districts are used to pay the rental obligations of the Marriott and Courtyard hotel owners for parking spaces within the garage per the lease agreements; the CID ends in 2049 and the TDD ends in 2054. Ms. Griffin noted the tax is only imposed on sales within the hotels, and the proceeds of the tax the Board receives for the parking spaces must be used to pay for the costs of constructing, maintaining, and operating the garage. The lease agreements between the Board and the hotel owners stipulate that the district taxes remain in effect throughout the lease terms.

Ms. Griffin reported staff and Board Counsel have been evaluating the relationship between the bonds and the CID/TDDs, and concluded there were items that needed to be addressed. Ms. Griffin commented that to address the balloon maturity in December 2020 and that the CID/TDD taxes must be used for construction, maintenance, and operating costs, staff recommended extending the maturity of both Bonds to a date no later than December 1, 2049; U.S. Bank has agreed to the extension.

Ms. Griffin continued and reported IRS rules that protect the tax-exempt status of the Series 2000C bonds and an extension of the maturities makes it necessary to change the allocation of the principal between the taxable and tax-exempt bonds. Gilmore & Bell calculated the amount, and the Board needs to reduce the principal of the tax-exempt bonds by \$2.36 million, and subsequently increase the taxable bonds by that same amount. Ms. Griffin noted that based on the last 12 months interest rates, this change in bond type would have resulted in an

additional cost to the Board of \$236,000. Ms. Griffin reported mandatory sinking fund schedules for each Bond series also would be included in the amendment.

Staff recommended approval of the Resolution authorizing the amendment of the SLCCHG bond trust indenture as presented.

Vice Chairman Shelton made a motion to approve the following Resolution authorizing an amendment to the SLCCH Bond Trust Indenture to (a) extend the final maturity of both series of the bonds to a date no later than December 1, 2049; (b) include mandatory sinking fund schedules for each series of the bonds; and (c) redeem a portion of the Series 2000C Bonds and an increase in a like amount of the principal amount of the Series 2000B Bonds:

RESOLUTION AUTHORIZING THE AMENDMENT OF VARIOUS BOND DOCUMENTS RELATING TO THE ST. LOUIS CONVENTION CENTER HOTEL PARKING GARAGE

Member Gregory seconded the motion. The following roll call vote was recorded:

Aye: Shelton, Mehner, Dameron, Gregory, Holekamp, Holton and Carmichael

Nay: None

Absent: Martin, Kehoe, Dixon, Chinn and Comer

Chair Carmichael declared the motion passed.

B. LCRA of the City of St. Louis — Loan Extension

Robert V. Miserez

Mr. Miserez reported the Board made a \$5 million loan to the Land Clearance for Redevelopment Authority of the City of St. Louis (LCRA) in February 2010 to help fill a gap in financing for the redevelopment of One City Centre into the 600 Washington Tower Office Building (the “Tower”). Mr. Miserez gave a background description of the project, which is the conversion of the old St. Louis Centre Mall into a Board-owned parking garage that would support both the redevelopment of the Tower above it, as well as maintaining a major law firm in downtown St. Louis.

Mr. Miserez noted the loan was made to the LCRA who in turn passed the loan through to the Developer. Mr. Miserez reported the Developer is not able to meet the repayment due date and asked the LCRA for an extension; as such, the LCRA has asked the Board for an extension as it does not have the cash reserves to make the payment. Mr. Miserez noted staff has been working with the LCRA and Developer to analyze the financial position of those parties. Mr. Miserez commented that a future recommendation would likely include an extension to a longer period of time and revised terms.

Staff recommended authorization of a 120-day extension to LCRA's loan, keeping the terms as is at interest only, to give staff time to complete the review of the LCRA and Developer's financial position.

Member Holton questioned if the Board would be compensated for the extension. Mr. Miserez responded staff did not believe it warranted assessing a fee to the LCRA as the current request is for a temporary, short-term extension to conclude the due diligence process. David Queen commented staff and counsel has discussed a possible fee on a future recommendation, but currently they need the additional time to assess the scope of the modifications.

Member Gregory asked for verification that interest was being paid on the loan. Mr. Miserez responded the LCRA has been paying interest on the loan and will continue to do so.

Treasurer Mehner made a motion to authorize the 120-day extension to LCRA's loan, keeping the terms as is at interest only, to give staff time to complete the review of the LCRA and Developer's financial position. Vice Chairman Shelton seconded the motion.

Secretary Dameron commented this should be an ongoing discussion topic at future Board meetings between now and the next 120 days, and requested a status report at the December meeting. Mr. Miserez responded updates would be provided. Otis Williams with the LCRA commented they value their relationship with the Board and will work to provide updates as requested, and they are trying to facilitate negotiations with the Developer.

With a motion and second on the floor, the following roll call vote was recorded:

Aye: Shelton, Mehner, Dameron, Gregory, Holekamp, Holton and Carmichael

Nay: None

Absent: Martin, Kehoe, Dixon, Chinn and Comer

Chair Carmichael declared the motion passed.

VII. Executive Director's Report

Robert V. Miserez

Mr. Miserez reported a tentative special Board meeting has been scheduled for Tuesday, December 3, 2019, at 10:30 a.m. in Jefferson City, and the regularly scheduled December 17, 2019 Board meeting is planned to be held in December as well.

VIII. Adjournment

There being no further business before the Board, Vice Chairman Shelton made a motion to adjourn the meeting. Member Gregory seconded the motion. By unanimous consent, Chair Carmichael declared the motion passed and the meeting adjourned.

[Secretary Dameron's Signature]



**Preliminary Terms and Conditions
For Discussion Purposes Only
March 25th, 2020**

The purpose of this letter is to review preliminary terms and conditions for Vecino Group and/or TBD Entity and the commercial office/retail building construction project in Downtown Springfield. The terms mentioned below are subject to formal underwriting and approval by Arvest Bank and are not a commitment to lend.

Borrower:

Vecino Group and/or TBD Entity

Guarantors:

Rick Manzardo, Matt Miller, and/or Key Principal's related to TBD Entity

Amount:

≥ \$16,028,330 – Loan amount will be limited to 65% of the lesser of project cost or appraised value.

Repayment Terms

Rate: 1-year US Treasury Rate + 300bps, floating daily

Floor: 3.25%

Maturity: 24 months

Payment Structure: Monthly Interest Only Payments

Amortization: N/A

Converting to permanent financing after the 24-month interest only period based on the terms below:

Rate: 1-year US Treasury Rate + 300bps, floating daily

Floor: 3.25%

Maturity: 5 years

Payment Structure: Monthly P&I Payments

Amortization: 25 years

Prepayment Fee: 3%, 2%, 1%, 1% - *if refinanced by another financial institution*

Collateral:

- 1st deed of trust & assignment of rents on commercial building in Downtown Springfield, MO
- Assignment of the TIF

Fees:

Borrower will pay all related closing cost including but not limited to:

- Loan origination fee of 1% of the loan amount
- Appraisal/Evaluation fees
- Title Work

Additional Requirements:

The additional requirements listed below are to include but not limited to:

- Project operating account to be held at Arvest Bank
- Reserve Account held at Arvest Bank in the amount of \$100,000 annually
- Project Cash Flow Covenant of 1.35x – calculated by the bank annually using tax returns
- Prelease amount to cash flow the property at a 1:1x based on interest only payments
- Cash Injection of 35% of the lesser of project cost or appraised value

If these preliminary terms and conditions are acceptable, the Bank will proceed to move forward with a credit request subject to approval. Final terms and conditions may be different than what has been outlined in this document. This letter is not a commitment to lend and approved terms may be different than what is outlined above.

Best,

A handwritten signature in black ink, appearing to read "J. Harmon", with a stylized, cursive script.

Jerrod Harmon

AVP Commercial Banking

jharmon2@arvest.com

Office: (417)885-7311 Cell: (417)839-0155



**central bank
of kansas city**

March 12, 2020

The Veccino Group
305 W. Commercial St.
Springfield, MO 65803

Missouri State University
901 S. National Ave.
Springfield, MO 65897

PROPOSED TERM SHEET

The following are compiled for the purpose of providing a proposed borrower with a basis by where Central Bank of Kansas City ("CBKC") proposes a loan(s) for the following outlined purpose(s). This is not a commitment of CBKC to lend funds, but rather an overview of terms that would be presented to CBKC's loan committee for credit approval.

DIRECT LOAN:

Borrower:	JVIC, LLC ("QALICB")
Loan Amount:	The Direct Loan shall be no greater than \$5,500,000.
Interest Rate:	4.50% fixed
Term of Loan:	This loan shall mature seven (7) years after the closing date.
Origination Fee:	QALICB shall pay an Origination Fee of 1.00% of Loan Amount.
Terms for Repayment:	QALICB shall make quarterly payments of interest only during construction, quarterly payments of principal and interest become payable no more than 45 days following the issuance of a Certificate of Occupancy or commencement of Expansion Lease; whichever occurs first. All unpaid principal and accrued interest shall be due at maturity.
Proposed Collateral:	QALICB shall pledge the following as collateral for the loan: 1. First Leasehold Deed of Trust and assignment of rents on real property located at [524 N. Boonville Ave, Springfield, MO 65803 (or new legal description)], 2. An assignment of the construction contract and architect contract.

Guarantor:	J. Matthew Miller and Richard Manzardo shall each provide unlimited personal guarantees.
Disbursement:	The Direct Loan shall be disbursed through construction draw requests following the depletion of QLIC loan proceeds from the NMTC transaction.
Covenants & Conditions:	QALICB is subject to following covenants and conditions: 1. Missouri State University ("MSU") must make a \$4.7MM Subordinate Source Loan to the Leverage Lender, 2. QALICB and MSU must enter a ground lease with QALICB as tenant for annual rent not greater than \$1.00 and a term of 65 years 3. QALICB and MSU must enter an Expansion Lease for annual rent that would result in a debt service coverage ratio, defined as net operating income divided by the combined annual principal and interest payments of the Direct Loan and Source Loan, of [1.05:1], or greater, and a term of not less than 37 years, 4. The Direct Loan is subject to a commercial appraisal indicating a value greater than or equal to \$8,770,000 (80% LTV) 5. QALICB shall close a NMTC transaction resulting in not less than \$7.7MM of QLIC Loan proceeds deposited at CBKC, 6. General Contractor shall provide a performance and payment bond for the full amount of the construction.

SOURCE LOAN:

Borrower:	JVIC Leverage Lender, LLC ("JLL")
Loan Amount:	The Source Loan shall no greater than \$1,515,000.
Interest Rate:	4.50% fixed
Term of Loan:	This loan shall mature seven (7) years after the closing date.
Origination Fee:	JLL shall pay an Origination Fee of 1.00% of Loan Amount.
Terms for Repayment:	JLL shall make quarterly payments of interest only during construction, quarterly payments of principal and interest become payable no more than 45 days following the issuance of a Certificate of Occupancy or commencement of Expansion Lease; whichever occurs first. All unpaid principal and accrued interest shall be due at maturity.
Proposed Collateral:	JLL shall pledge an assignment of the Leverage Loan documents and all rights accompanying the Leverage Lender.

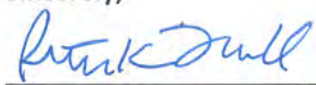
Guarantor:	None required.
Disbursement:	The Source Loan shall be disbursed in its entirety at closing.
Covenants & Conditions:	JLL is subject to following covenants and conditions: 1. Missouri State University ("MSU") must make a \$4.7MM Subordinate Source Loan to the Leverage Lender, 2. QALICB and MSU must enter a ground lease with QALICB as tenant for annual rent not greater than \$1.00 and a term of 65 years 3. QALICB and MSU must enter an Expansion Lease for annual rent that would result in a debt service coverage ratio, defined as net operating income divided by the combined annual principal and interest payments of the Direct Loan and Source Loan, of [1.05:1], or greater, and a term of not less than 37 years, 4. QALICB shall close a NMTC transaction resulting in not less than \$7.7MM of QLICB Loan proceeds deposited at CBKC, 5. General Contractor to provide a performance and payment bond for the full amount of the construction.
Proposed Documentation:	Typical of NMTC Direct Loans and Source Loans to be included in definitive legal documentation acceptable to CBKC.
Other Requirements:	Borrower will be responsible for all fees and expenses that CBKC may incur in connection with the processing, closing, and maintenance of a loan, which would include without limitation of the attorney's fees, recording fees, appraisal fees, environmental report fees, title insurance fees, and hazard insurance premiums. Borrower and guarantors will supply CBKC with all necessary financial disclosures as CBKC will deem necessary for the proposed approval, and subsequent review of this proposed loan.

THIS IS NOT A COMMITMENT TO LEND FUNDS

[Signature page to follow]

This Proposed Term Sheet is presented by Central Bank of Kansas City for the acceptance and approval of Borrower(s). Acceptance will express Borrower(s)' willingness to proceed with underwriting and credit approval.

Thanks again for giving me the opportunity to work with you. Please don't hesitate to call if you have any questions regarding the terms presented above. If the terms and conditions are acceptable, please indicate below and we will proceed with final underwriting.

Sincerely,


Peter K Frankel
Senior Vice President

ACCEPTANCE:

The undersigned hereby acknowledges receipt of the above letter, hereby accepts the terms and provisions thereof, and authorizes bank to proceed with underwriting and credit approval. If undersigned cancels this transaction for any reason, all third-party costs incurred by Bank will be the responsibility of the undersigned.

By: _____
Name:
Title:

Date: _____

By: _____
Name:
Title:

Date: _____

EXHIBIT 10

TO TIF PLAN

Relocation Assistance

Clerk's Note: Per City Attorney's Office, this will be numbered in the City Code as Section 36-2. (See lines #12-13)

Pub. Imp. _____
Govt. Grnt. _____
Emer. _____
P. Hmgs. _____
Pgs. 16
Filed: 1-2-07

Sponsored by: Carlson

First Reading: January 8, 2007

Second Reading: January 29, 2007

COUNCIL BILL NO. 2007-007

GENERAL ORDINANCE NO. 51648

AN ORDINANCE

ADOPTING a Relocation Plan for the City of Springfield, Missouri as required by and in accordance with subsection 523.205.2 RSMo.

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

Section 1 - That the City Council adopts the Relocation Plan attached hereto as "Exhibit A" for the City of Springfield, Missouri as required by and in accordance with subsection 523.205.2 RSMo.

Section 2 - This ordinance shall be included in the Springfield City Code and numbered as determined by the City Attorney.

Section 3 - This ordinance shall be in full force and effect from and after passage.

Passed at meeting: January 29, 2007

Thomas Carlson
Mayor

Attest: Brenda M. Lister, City Clerk

Filed as Ordinance: January 29, 2007

Approved as to form: Oliver L. Wilson, City Attorney

Approved for Council action: Bob Lundberg City Manager

Aff. Agcy. Noticed _____
Emergency Required _____
P. Hrngs. Required _____
Fiscal Note Required _____
Board Rec. Required _____

EXPLANATION TO COUNCIL BILL NO. 2007 -

ORIGINATING DEPARTMENT: Law

PURPOSE: Adopt a Relocation Plan for the City of Springfield, Missouri as required by and in accordance with subsection 523.205.2 RSMo.

REMARKS: HB 1944 that amended the laws of the State of Missouri with respect to land acquisition requires the City to adopt a relocation plan that meets requirements of state law. This plan applies city-wide whereas in the past relocation payments were required when acquiring property and when the project included federal funds that triggered payment under the Federal Uniform Relocation Law.

This plan is very similar to the Federal Uniform Relocation Law with some exceptions specifically adopted by the General Assembly in HB 1944. For the most part, relocation payments are simply a matter of determining what is covered and getting estimates of the cost for relocation. Payments over \$150,000 are required to be approved by the City Council.

Submitted by:


Special Counsel

Approved by:

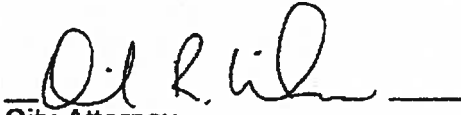

City Attorney



EXHIBIT "A"

RELOCATION PLAN
CITY OF SPRINGFIELD

Section I - Relocation Program

A. Administrative Organization – Scope of Plan

1. Name of Agency and Scope of Plan

The administration of relocation activities will be undertaken by the Relocation Staff of the City of Springfield, Missouri. This Plan shall apply to all acquisitions made in the City of Springfield, Missouri pursuant to subsection 523.205.2 RSMo.

2. Description of Organization

The City of Springfield may contract for the necessary Relocation Staff assistance to carry out all relocation activities for the Project Area required by Section 523.205 RSMo. 2000, as amended (the "Relocation Statute") and the implementing regulations adopted pursuant thereto, as amended.

The Relocation Staff will provide technical assistance and counseling services to business concerns being displaced which will need financial assistance in the purchasing of replacement properties as a relocation resource. More specifically, the Relocation Staff shall:

- a. Conduct a final survey of every site occupant to be displaced to determine the relocation requirements of each business concern.
- b. Disseminate informational newsletters and material to site occupants and develop better understanding of the purposes, scope and objectives of the Project and operations of relocation activities.
- c. Maintain close contact with the business concerns and advise them of the acquisition of their property, the necessity of moving and assistance that will be made available.
- d. Aid and counsel business concerns relative to their specific relocation problems.
- e. Cause to be maintained adequate records of contacts with site occupants to be displaced and records of relocation of each site occupant.
- f. Maintain a current inventory of commercial vacancies and offer referral services to project residents of these vacancies.

- g. Inspect commercial spaces and thoroughly analyze the location before referral is made to the site occupant as a relocation resource.
- h. Make available relocation payments to all eligible displacees in accordance with the Relocation Statute.
- i. Assist business concerns that want to purchase properties in obtaining the necessary financing.

No decision or recommendation of the Relocation Staff shall be final or binding until approved by the City Manager or his or her designee, except that the payment of relocation costs in excess of \$150,000 must be approved by the City Council.

3. Experience of the Local Public Agency (City)

The Relocation Staff has been actively involved in the acquisition of real property and the relocation of families, individuals and business concerns under federal, state and city relocation programs, including but not limited to Urban Renewal and Community Development Programs, since 1968.

The Relocation Staff has been involved in numerous projects involving relocation, including, but not limited to, three (3) Redevelopment Projects under the Community Development Program in the City of Springfield and three (3) Redevelopment Projects by Urban Redevelopment Corporations.

B. Relocation Standards

1. Physical Standards

All replacement structures shall be inspected by the Relocation Staff for code compliance.

An Informational Statement for Business Concerns and Other Non-Residential Establishments is attached hereto as Exhibit "1".

2. Standards for Displacees Ability to Pay

In locating relocation resources for business concerns displaced by the project, the City will consult with the site occupant to determine their ability to pay for replacement facilities.

3. Location Standards

Relocation resources will be properly zoned to meet the needs of displaced persons and shall have public utilities and facilities available as in the area in which they currently are located.

4. Temporary Relocation

Temporary relocation will be used only when it becomes necessary to expedite the Project.

C. Relocation of Site Occupants

1. An informational program was developed during the planning of the Project and will continue in order to notify site occupants of relocation assistance which the City will offer. Pamphlets, newsletters and Informational Statements were prepared during the planning of the Project. A letter will be mailed to each business concern to be relocated informing them of the relocation assistance the City will offer.
2. The City office is located at 840 Boonville Avenue, which is centrally located to the Project Area. The Relocation Office will be located at:

Office of Housing and Redevelopment
3rd Floor
Busch Municipal Building
840 Boonville Ave.
Springfield, Mo. 65802

Regular office hours will be from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, office hours will be arranged for the convenience of the site occupants. Site occupants will be informed of the Relocation Office and that office hours will be arranged for their convenience.

D. Eviction Procedure

Eviction of site occupants will not take place until all other reasonable efforts have failed. The City shall offer relocation services to site occupants prior to eviction. Should eviction become necessary as a result of code enforcement, rehabilitation, or acquisition by a public body other than the City, the City will attempt to work out a satisfactory agreement to all concerned prior to eviction.

E. Relocation Payments

1. Eligibility of Relocation Payment

Business concerns within the Project Area which are to be displaced may be eligible for relocation payments. Relocation payments shall be made in accordance with the Relocation Statute to all eligible site occupants.

Business concerns being displaced will be informed through an Informational Statement (Exhibit "1") of the availability of relocation payments and where the written conditions under which relocation payments will be made are available.

2. Claims for relocation payments must be made to the City within a period not to exceed eighteen (18) months after displacement. Claims for relocation payments must be filed on forms provided by the City.

B. Relocation of Business Concerns

1. The following relocation services shall be provided to business concerns:

- a. An informational program has been developed with respect to business concerns and this program will continue to provide information to advise business concerns of relocation assistance which the City will offer.
 - (1) Business concerns and other nonresidential establishments located in the Project Area will be notified through pamphlets, newsletters, and Information Statements, of the general nature and scope of the project.
 - (2) Upon final project approval, business concerns and other nonresidential establishments being displaced will be notified through an Informational Statement of relocation assistance which will be offered by the City as well as the conditions under which Relocation payments will be made.
- b. The Relocation Staff will maintain a listing of available commercial space. The listing will be updated by consultation with local Real Estate Agencies. The availability of commercial space will be for the exclusive use of business concerns proposed to be relocated under the Project Plan. Arrangements shall also include provisions for listing which business concerns may be referred for assistance in obtaining commercial space.
- c. Upon submission of the Project for execution, SBA will be requested to visit the City to discuss with any small business concerns that are interested, the technical and financial assistance which will be available.

Section II - Final Decisions and Appeals

A. Final Decision

- 1. After receiving the approval of the City Manager or his or her designee or the City Council if required, the Relocation Staff shall send a written statement of its final decision regarding any claim for relocation payments. Such final decision shall be mailed to the claimant by certified mail, return receipt requested to the address for the claimant stated in its claim for relocation assistance, or if none, then to the claimant's last known address.

B. Right of Appeal.

- 1. Any business or non-residential establishment aggrieved by the final decision of the Relocation Staff regarding relocation payments shall be entitled to appeal such decision to the Board of Commissioners of the Land Clearance for Redevelopment Authority (LCRA).

C. Appeal Procedures

- 1. Filing Appeal—Time Limitations

a. Any appeal from a final decision of the Relocation Staff must be filed within 60 days after the final decision of the Relocation Staff is sent to the business or non-residential establishment by certified U.S. mail, return receipt requested. Unless appealed within said time period, the final decision of the Relocation Staff shall be final and binding on all parties.

b. An appeal of a final decision of the Relocation Staff shall be commenced by the filing of a notice of appeal with the office of the Board of Commissioners of the LCRA. The notice of appeal shall contain a statement of the aggrieved parties' request for appeal and the reasons for the appeal, and a copy of the decision of the Relocation Staff from which the appeal is requested shall be attached thereto. The notice of appeal shall be filed by delivering a copy thereof to the Board of Commissioner of the LCRA at the following address:

Board of Commissioners
Land Clearance for Redevelopment Authority
Office of Housing and Redevelopment
3rd Floor
Busch Municipal Building
840 Boonville Ave.
Springfield, Mo. 65802

2. Procedures on Appeal

a. The Board of Commissioners of the LCRA shall promptly send a copy of the notice of appeal and a notice of the institution of the appeal to the Relocation Staff and the claimant as provided in Section 536.067 RSMo. 2000, as amended.

a. All appeals relating to relocation assistance shall be subject to the rules for a contested case as set out in the Missouri Administrative Procedures Act (Chapter 536, RSMo. 2000, as amended)

3. Judicial Review

a. The decision of the Board of Commissioners of the LCRA shall be subject to judicial review as provided in the Missouri Administrative Procedures Act (Chapter 536 RSMo. 2000, as amended).

EXHIBIT "1" To Plan A

CITY OF SPRINGFIELD, MISSOURI

INFORMATIONAL STATEMENT FOR BUSINESS

CONCERNS AND OTHER NON-RESIDENTIAL ESTABLISHMENTS

1. General

The basic purpose of this Statement is to inform you of the benefits and services that will be offered to you as a result of displacement from your present location.

If your building is among those that will have to be vacated, it will be necessary for you to consider a move to another location. However, every occupant will be given as much advance notice as possible of the time the City expects to acquire possession of the property, and no one lawfully occupying property within the project area will be required to surrender possession without at least 90 days written notice from the City of the date on which possession will be required or such time as required by state law if longer than 90 days. This notice will not be given until after the City has entered into a contract with the owners to buy the property or the City has acquired the property by condemnation. You should not, under any circumstances, move or make any financial commitment concerning a move from your present location without first checking with the City. A premature move could make you ineligible for relocation payments.

Please be assured that we will try to help you find other facilities suitable to your needs and requirements, and that we will provide other aids and services to each problem of relocation that you may encounter.

Relocation and other activities in connection with the project will be handled by the City through the Relocation Staff.

2. Acquisition of Real Property

Every owner of property to be acquired for the project will be afforded a full opportunity to sell his property directly to the City without litigation. When purchasing property, it is the policy of the City to pay fair prices and to treat all owners fairly and impartially. The compensation that will be offered to each owner will be based on appraisals of the property made by competent independent appraisers. In negotiating the terms of the agreement to purchase the property, the City will, to the extent permitted by scheduled activities, allow the owner to set the times for closing the sale and for delivery of the right of possession to the City. Condemnation will not be instituted unless necessary and no property will be condemned until after every reasonable effort to purchase the property by negotiation has been exhausted and the requirements of Missouri Law have been satisfied.

3. Eligibility for Relocation Payments

For the purpose of establishing eligibility for any relocation payment, a business concern or nonprofit organization which moves from real property within a project area or moves his personal property from such real property on or after the date of the pertinent contract for financial assistance for the project for the following reason may be eligible for certain relocation payments and assistance:

The City's acquisition of all or part of the real property from which it moves, and issuance of a Notice of Displacement.

TYPES OF RELOCATION PAYMENTS

A business concern (with the exception of owners of outdoor advertising displays) may be entitled to a relocation payment for either one of the following at the option of the business:

A. An amount to cover:

1. Actual and reasonable moving costs for packing, crating, disconnecting, dismantling, reassembling and installing all personal equipment and costs for re-lettering similar signs and similar replacement stationery; and
2. Reestablishment expenses of up to an additional \$10,000, which are limited to the actual costs incurred for physical improvements to the replacement property to accommodate the particular business at issue.

or

- B. In lieu of actual and reasonable moving expenses, a fixed moving expense payment of \$3,000, and up to an additional \$10,000 for reestablishment expenses, which shall be limited to the costs incurred for physical improvements to the replacement property to accommodate the particular business at issue (excluding all owners of outdoor advertising displays).

NON-REIMBURSEABLE EXPENSES

Expenses which are not eligible for reimbursement include the following:

- a. Additional expense incurred because of doing business in a new area.
- b. Moving structures or other real property in which the displaced person retains ownership.
- c. Interest on loans to cover moving expenses.
- d. Loss of good will.
- e. Loss of profit.
- f. Loss of trained employees.
- g. Personal injury.
- h. Cost of preparing claims for moving expenses, including legal fees and other costs.
- i. Any addition, improvement, or other physical change in or to the replacement structure or its premises.
- j. Any other items the City determines are not reasonable and necessary.

- k. The cost for storage of personal property on real property owned or leased by the displaced business before displacement.
- l. Any additional operating expenses of a business incurred because of operating in a new location.
- m. Physical changes to the real property at the replacement location.

The Moving Process

Each displaced business must notify the City, in writing, of its intention to move at least 45 days before the move will begin. This notice should include the following information:

- A. The dates of the anticipated move and/or disposal of personal property.
- B. A statement indicating whether or not the business will perform a self-move.
- C. Assurance that prior to invitations for bids the business will furnish to the City a detailed inventory of property to be moved and scope of work required to complete the move.

Submission of Bids for Moving and Related Expenses

Before you move, you must obtain two written bids from reputable movers. The bids must be submitted to us at least 15 days before you start your move.

If you estimate that your moving expenses will be less than \$1,000, you may, after obtaining the approval of the City, proceed without the bids. Prior confirmation of your estimate by the City is required.

The bids submitted should include the following information:

- A. Name and address of the mover and the name of the bidder.
- B. Origin and destination points of the move, estimated date(s) of the move, and the estimated time required to carry out the move.
- C. Identification of the items to be moved, number of loads or cubic feet to be moved, and the hourly rate for labor and vehicles to be used in the move.
- D. If applicable, identification of any estimates covering unusual charges, such as for packing, unpacking or other costs.

Bids must be obtained from reliable sources, covering charges for electrical, plumbing, carpentry, or other services needs for the disassembly, moving, reassembly, reconnecting, or reinstallation of machinery and equipment. The City will furnish approved bid forms and the amount of the relocation payment will be based on the lowest acceptable bid.

The bids should be broken down by number of persons required to perform the services and costs for labor and material. Lump sum estimates are not acceptable.

Failure to provide acceptable bids and to otherwise observe required procedures may result in forfeiture of the entire claim.

Self-Moves

A business which elects to move itself may be reimbursed for certain out-of-pocket expenses. As in the case of other moves the City must be notified in writing 45 days prior to the start of the move. The City will obtain necessary bids or estimates to be used as basis for reimbursement.

Generally, the business may be reimbursed, up to the amount of the low bid for labor, equipment, and related costs with little or no documentation in support of the claim. As certain situations may require complete documentation, however, it is very important that each business discuss its proposed self-move with Relocation personnel well in advance of the move.

Filing of Claim

Any relocation payment for your moving expense or direct loss of property because of the move, or an in lieu of payment, will be made only after the completion of your move, or the discontinuance of your business.

After you move, or upon discontinuance of your business operations, you must submit a completed claim form to the Relocation Office. Receipted bills or other evidence of costs incurred or property loss sustained must be documented and submitted with the claim.

You must certify that your claim is true and accurate.

A claim for payment for moving expenses, actual direct loss of property, or an in lieu of payment must be filed within 18 months after completion of your move or the date you discontinue operation.

You are invited to call or visit the Relocation Office for assistance in filing your claim. We will help you in every way we can. A visit to our office should result in a claim properly made out and hence one which we can process in the shortest possible time so as to speed up the payment to you. The City Relocation Office is located at:

Housing and Redevelopment Office
3rd Floor, Busch Municipal Building
840 Boonville Ave.
Tel: 417-864-1039

Rent

As stated earlier, if the property you are occupying is acquired by the City, you will be given at least 90 days written notice of the time you will have to vacate the property, and such notice will not be given until the City has entered into a contract with the owner to buy the property or has acquired the property by condemnation.

After the property is acquired, an equitable rental rate will be established.

The rent will be payable at our office in advance, monthly, on or before the first day of each month. The office location is Housing and Redevelopment Office, 3rd Floor, Busch Municipal Building, 840 Boonville Ave.

Eviction

Legal action to compel a business concern to move from the acquired property may be taken as permitted at law or pursuant to any agreement with the City permitting continued occupancy of the property after it is acquired by the City.

Eviction will not affect your eligibility for any relocation payment to which you may otherwise be entitled. The Relocation Staff will locate, inspect, and refer relocation sites or space for your consideration. The Relocation Staff will also assist in the processing of any forms required by lending institutions, the Small Business Administration (SBA), and others in connection with the purchase or leasing of new premises. If you so desire, the City will arrange for the SBA to send you a letter describing the assistance available from that agency.

Waiver of Relocation Payments

Any displaced person who is also the owner of the premises affected by the project may waive relocation payments as part of the negotiations for the acquisition of the interest held by such person. Such waiver shall be in writing, shall disclose the person's knowledge of the provisions of the Relocation Statute and this plan and his entitlement to payment. Such waiver shall be filed in the office of the Relocation Staff. No waiver shall include any waiver of the notice provisions of the Relocation Statute or this plan.

Final Decisions and Appeals

A. Final Decision

1. The Relocation Staff shall send a written statement of its final decision regarding any claim for relocation payments. Such final decision shall be mailed to the claimant by certified mail, return receipt requested to the address for the claimant stated in its claim for relocation assistance, or if none, then to the claimant's last known address.

B. Right of Appeal.

1. Any business or non-residential establishment aggrieved by the final decision of the Relocation Staff regarding relocation payments shall be entitled to appeal such decision to the Board of Commissioners of the Land Clearance for Redevelopment Authority (LCRA).

C. Appeal Procedures

1. Filing Appeal—Time Limitations

- a. Any appeal from a final decision of the Relocation Staff must be filed within 60 days after the final decision of the Relocation Staff is sent by it to the business or non-residential establishment by certified or registered U.S. mail. Unless appealed within said time period, the final decision of the Relocation Staff shall be binding on all parties.

b. An appeal of a final decision of the Relocation Staff shall be commenced by the filing of a notice of appeal with the office of the Board of Commissioners of the LCRA. The notice of appeal shall contain a statement of the aggrieved parties' request for appeal and the reasons for the appeal, and a copy of the decision of the Relocation Staff from which the appeal is requested shall be attached thereto. The notice of appeal shall be filed by delivering a copy thereof to the office of the Board of Commissioner of the LCRA at the following address:

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2. Procedures on Appeal

- a. The Board of Commissioners of the LCRA shall promptly send a copy of the notice of appeal and a notice of the institution of the appeal to the Relocation Staff and the claimant as provided in Section 536.067 RSMo. 2000, as amended.
- a. All appeals relating to relocation assistance shall be subject to the rules for a contested case as set out in the Missouri Administrative Procedures Act (Chapter 536, RSMo. 2000, as amended)

3. Judicial Review

- a. The decision of the Board of Commissioners of the LCRA shall be subject to judicial review as provided in the Missouri Administrative Procedures Act (Chapter 536 RSMo. 2000, as amended).

Revisions

This information presented above is subject to certain revisions and modifications as may be determined by the City from time-to-time.

Transfer of Ownership

A claimant shall be deemed to have transferred to the City ownership of any tangible personal property that has not been moved, sold or traded in by the claimant prior to the date the City actually receive possession of the real property.

Advertising Signs

The amount of a payment for direct loss for an advertising sign which is tangible personal property shall be the lesser of: (i) the depreciated replacement cost of the sign, as determined by the relocation staff, less the proceeds from its sale; or (ii) the estimated cost of moving the sign, but with no allowance for storage.

Notification and Inspection

The following requirements apply to payments under this plan.

1. The Relocation Staff shall inform the displaced person in writing of the requirements of this plan as soon as possible after the initiation of negotiations.
2. The displaced business must provide the Relocation Staff with reasonable advance written notice of the approximate date of the start of the move or disposition of the personal property and a list of the items to be moved; provided, however, that the Relocation Staff may waive this requirement after they secure sufficient documentation concerning the move.
3. The displaced business must permit the Relocation Staff to make a reasonable and timely inspection of the personal property at both the displacement and replacement sites and to monitor the move. The displaced person should notify the Relocation Staff at least 45 days before the commencement of any move and permit the Relocation Staff, or their representative, to thoroughly inspect and document all personal property as to which the claimant makes a claim under the plan and all fixtures which are deemed to be part of the real estate and, therefore, are not subject to relocation payments under the plan.

Dated this ____ day of _____, 2007.

City Manager

Acknowledgment

I hereby acknowledge that the preceding Informational Statement, including the Grievance Procedure, has been delivered and explained to me by the person delivering it.

Signature of Business Owner

Date

Signature of Business Owner

Date

Address of Business

Relocation Officer

EXHIBIT 11

TO TIF PLAN

Redeveloper Affidavit; Developer's Return on Investment Calculations

REDEVELOPER AFFIDAVIT

STATE OF MISSOURI)
)
COUNTY OF GREENE)

COMES NOW, the undersigned, MATTHEW MILLER of The Vecino Group, LLC, a MISSOURI limited liability company (the "Redeveloper") and being first duly sworn, on his oath states:

1. I am over the age of eighteen (18) and competent to testify to the following matters of my own knowledge and on behalf of the Redeveloper, the proposed developer of the improvements proposed pursuant to The Springfield IDEA Commons Tax Increment Financing Plan (the "Plan").

2. The Redevelopment Area, as defined in the Plan, on the whole is (a) a "blighted area" as that term is defined in the Plan, and (b) has not been subject to growth and development through investment by private enterprise. Due to the deterioration of site improvements, unsanitary and unsafe conditions, and the existence of conditions which endanger life or property by fire and other causes, the Redevelopment Area would not reasonably be anticipated to be developed without the adoption of tax increment financing.

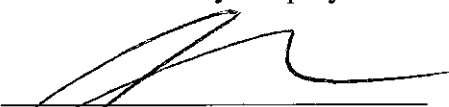
3. Due to the necessary demolition, the limited parking availability that requires the construction of a parking garage to facilitate development, and extensive public improvements needed in connection with storm water control, sanitary sewer relocation and road improvements, the Redeveloper would not and could not be reasonably expected to develop the Redevelopment Area (and the Redevelopment Area would not be reasonably anticipated to be developed at all) without the adoption of the proposed Plan and all of the incentives described in the Plan, including but not limited to the PILOTs, EATs, and State Supplemental TIF (appropriation of the "new state revenues") described in the Plan. The Redeveloper will not proceed with the Redevelopment Project, as described in the Plan, without the State Supplemental TIF assistance described in the Plan, as it comprises a necessary component of the incentive package required to make the Plan feasible.

4. Attached is a further description of the grounds for the determination made in the prior paragraph, including a calculation of the Redeveloper's return on investment with and without State Supplemental TIF.

5. The provisions of subdivision (1) of Section 99.810 of the Revised Statutes of Missouri, as amended, have been met.

Further Affiant Sayeth Not.

THE VECINO GROUP, LLC
a Missouri limited liability company

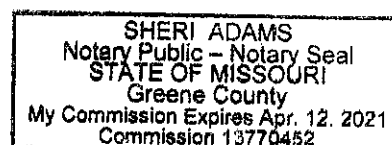
By: 
Name: MATTHEW MILLER
Title: CEO

Subscribed and sworn to before me this 11th day
of March, 2020.


Notary Public

My commission expires on: 4/12/2021

[Seal]



ATTACHMENT TO REDEVELOPER AFFIDAVIT

Grounds for Redeveloper's "but-for" determination and calculation of the Redeveloper's return on investment

Capitalized terms used in this attachment but not defined herein have the meanings given to such terms in The Springfield IDEA Commons Tax Increment Financing Plan (the "Plan").

The Redevelopment Project, as described in the Plan, is not feasible without each individual component thereof as described in the Plan. See Exhibit 5 to the Plan for a description of the various components of the Redevelopment Project and their funding sources. The Redevelopment Project, in addition to the necessity of demolishing buildings to eradicate blight, involves a substantial investment in public improvements in order to bring the Redevelopment Project components together in a way that facilitates the use of the site and the public investments from MSU and the City. The limited size of the Redevelopment Area and the lack of available parking in the surrounding area necessitates the construction of a parking garage as part of the Redevelopment Project, which is a substantial expense. The location of the Redevelopment Area in the path of Jordan Creek requires the Stormwater Improvements and some related Sanitary Sewer Improvements. The deterioration of E. Phelps Street requires additional expenditure for the Street Improvements.

As shown in the attached, the Redeveloper's return on investment, if forced to take on the expenses anticipated to be repaid from State Supplemental TIF, would be such that the Redeveloper could not be expected to undertake the Redevelopment Project. The City and MSU, while willing to provide initial funding for such portion of the Redevelopment Project, were not willing to proceed without the approval by the State of State Supplemental TIF reimbursement as provided in the Plan. As described in the Plan, all TIF Revenues and State Supplemental TIF amounts will reimburse public improvement expenditures initially funded by the City and MSU. Without this initial funding and the eventual reimbursement from TIF Revenues and State Supplemental TIF, the Redeveloper would be forced to bear the costs of these amounts and the Redevelopment Project would not produce a return on investment that would support the Redeveloper's participation in the Redevelopment Project.

[Attach Redeveloper's Return on Investment Calculations Below]

Project Costs

The applicant estimates that the total cost of completing the development project will be \$55,397,284, as set forth in the table below.

Cost Category	Total Cost	Private Costs	Public Costs					Redevelopment Project Costs	Reimbursable Project Costs
		Vecino	Vecino / New Market Tax Credits	MSU	City	TDD	Funding to be Determined		
Office Building	25,000,000	25,000,000	-	-	-	-	-	25,000,000	-
Central Commons	750,000	-	-	-	-	-	750,000	750,000	-
JVIC Expansion	14,397,284	-	9,797,284	4,600,000	-	-	-	14,397,284	-
Stormwater Improvements	2,130,000	-	-	-	2,130,000	-	-	2,130,000	2,130,000
Street Improvements	800,000	-	-	-	800,000	-	-	800,000	800,000
Sanitary Sewer Improvements	220,000	-	-	-	220,000	-	-	220,000	220,000
Parking Garage	12,000,000	-	-	6,000,000	-	6,000,000	-	12,000,000	3,000,000
TIF Formation Costs	100,000	-	-	-	100,000	-	-	100,000	100,000
Totals	55,397,284	25,000,000	9,797,284	10,600,000	3,250,000	6,000,000	750,000	55,397,284	6,250,000

Sources of Funds

Public:

If the redevelopment plan is approved, TIF will be used to finance approximately \$6,150,000 of the Developer's costs.

New Market Tax Credits, MSU, the City of Springfield, and TDD will also be contributing funds to the development totaling \$24,397,284.

Private:

If the redevelopment plan is approved, cash reserves, financing sources, and investment partners will be used to fund the remaining \$25,000,000.

Financial Feasibility

<u>With TIF</u>	
Developer's Costs	25,000,000
Public Sources	6,150,000
15-year Net Positive Cash Flow After Debt Service	9,277,962
Pre-Tax 15-year IRR	11.32%
<u>Without TIF</u>	
Developer's Costs	31,150,000
Public Sources	-
15-year Net Positive Cash Flow After Debt Service	5,675,576
Pre-Tax 15-year IRR	6.31%
Impact to equity performance	-5.01%

SUPPORTING CALCULATIONS – WITH TIF

Sources & Uses

Sources & Uses						
PERMANENT SOURCES OF FUNDS						
		Construction Sources	Post Construction Completion Sources	Permanent Sources	%	
Investor Member's equity		-	-	-	0.0%	
First Mortgage	70.00%	-	17,401,275	17,401,275	70.0%	
Second Mortgage		-	-	-	0.0%	
Grant		-	-	-	0.0%	
Deferred developer fee		-	-	-	0.0%	
Equity		7,457,689	-	7,457,689	30.0%	
Construction loan		17,401,275	(17,401,275)	-	0.0%	
Total Sources Of Funds		\$24,858,965	\$0	\$24,858,965	100.0%	
PERMANENT USES OF FUNDS						
		Construction Uses	Post Construction Uses	Total Uses	%	\$ / sf
Acquisition Costs						
Land		300,000	-	300,000	1.2%	2.8
Building		0	-	-	0.0%	0.0
Hard Costs	Square Feet					
Construction (including GC's)	105,705	14,339,056	-	14,339,056	57.7%	135.7
Contractor Fee	6.00% of construction cost	860,343	-	860,343	3.5%	8.1
Insurance		114,712	-	114,712	0.5%	1.1
Bond		143,391	-	143,391	0.6%	1.4
Contingency	10.00% of construction cost	1,545,750	-	1,545,750	6.2%	14.6
Infill	40.00 89,600	3,584,000	-	3,584,000	14.4%	33.9
Construction Management Fee		120,000	-	120,000	0.5%	1.1
Due Diligence Costs						
Architect Fee	5.00% of construction cost	850,163	-	850,163	3.4%	8.0
MEP		212,000	-	212,000	0.9%	2.0
Civil Engineering		75,000	-	75,000	0.3%	0.7
Structural Engineering		80,000	-	80,000	0.3%	0.8
Appraisal		5,000	-	5,000	0.0%	0.0
Survey		15,000	-	15,000	0.1%	0.1
Environmental Study		10,000	-	10,000	0.0%	0.1
Material Testing		15,000	-	15,000	0.1%	0.1
Legal fees		100,000	-	100,000	0.4%	0.9
Financing Costs						
Construction loan interest		400,000	-	400,000	1.6%	3.8
Construction loan origination costs		10,000	-	10,000	0.0%	0.1
Construction loan legal		10,000	-	10,000	0.0%	0.1
Construction - closing, title & recording		50,000	-	50,000	0.2%	0.5
Permanent loan fee		10,000	-	10,000	0.0%	0.1
Indirect Construction Costs						
Development fee	5.00% of total hard cost	1,029,363	-	1,029,363	4.1%	9.7
Fees / Taxes						
Builders Risk Insurance		50,187	-	50,187	0.2%	0.5
Tap / Impact Fees		30,000	-	30,000	0.1%	0.3
Building permits		35,000	-	35,000	0.1%	0.3
NMTC Fees		0	-	-	0.0%	0.0
Signage		150,000	-	150,000	0.6%	1.4
Real Estate Taxes		50,000	-	50,000	0.2%	0.5
Accounting		25,000	-	25,000	0.1%	0.2
Soft cost contingency		140,000	-	140,000	0.6%	1.3
FF&E		250,000	-	250,000	1.0%	2.4
Escrows / Reserves						
Replacement reserve		0	-	-	0.0%	0.0
Operating reserve		250,000	-	250,000	1.0%	2.4
Total Uses Of Funds		\$24,858,965	\$0	\$24,858,965	100.0%	235.2

OPERATING EXPENSES														

Loan Amount 17,401,275
 Amortization Years 30 Years
 Interest Rate 4.00%
 Annual Payment \$1,006,317

Amortization

Years	Beginning	Payment	Interest	Principal	Ending Balance
1	\$17,401,275	\$1,006,317	\$696,051	\$310,266	\$17,091,009
2	\$17,091,009	\$1,006,317	\$683,640	\$322,677	\$16,768,332
3	\$16,768,332	\$1,006,317	\$670,733	\$335,584	\$16,432,748
4	\$16,432,748	\$1,006,317	\$657,310	\$349,008	\$16,083,740
5	\$16,083,740	\$1,006,317	\$643,350	\$362,968	\$15,720,772
6	\$15,720,772	\$1,006,317	\$628,831	\$377,487	\$15,343,286
7	\$15,343,286	\$1,006,317	\$613,731	\$392,586	\$14,950,699
8	\$14,950,699	\$1,006,317	\$598,028	\$408,290	\$14,542,410
9	\$14,542,410	\$1,006,317	\$581,696	\$424,621	\$14,117,789
10	\$14,117,789	\$1,006,317	\$564,712	\$441,606	\$13,676,183
11	\$13,676,183	\$1,006,317	\$547,047	\$459,270	\$13,216,913
12	\$13,216,913	\$1,006,317	\$528,677	\$477,641	\$12,739,272
13	\$12,739,272	\$1,006,317	\$509,571	\$496,747	\$12,242,525
14	\$12,242,525	\$1,006,317	\$489,701	\$516,616	\$11,725,909
15	\$11,725,909	\$1,006,317	\$469,036	\$537,281	\$11,188,628
16	\$11,188,628	\$1,006,317	\$447,545	\$558,772	\$10,629,855
17	\$10,629,855	\$1,006,317	\$425,194	\$581,123	\$10,048,732
18	\$10,048,732	\$1,006,317	\$401,949	\$604,368	\$9,444,364
19	\$9,444,364	\$1,006,317	\$377,775	\$628,543	\$8,815,821
20	\$8,815,821	\$1,006,317	\$352,633	\$653,685	\$8,162,136
21	\$8,162,136	\$1,006,317	\$326,485	\$679,832	\$7,482,304
22	\$7,482,304	\$1,006,317	\$299,292	\$707,025	\$6,775,279
23	\$6,775,279	\$1,006,317	\$271,011	\$735,306	\$6,039,973
24	\$6,039,973	\$1,006,317	\$241,599	\$764,719	\$5,275,254
25	\$5,275,254	\$1,006,317	\$211,010	\$795,307	\$4,479,947
26	\$4,479,947	\$1,006,317	\$179,198	\$827,120	\$3,652,827
27	\$3,652,827	\$1,006,317	\$146,113	\$860,204	\$2,792,623
28	\$2,792,623	\$1,006,317	\$111,705	\$894,613	\$1,898,010
29	\$1,898,010	\$1,006,317	\$75,920	\$930,397	\$967,613
30	\$967,613	\$1,006,317	\$38,705	\$967,613	\$0
31	\$0	\$1,006,317	\$0	\$1,006,317	(\$1,006,317)
32	(\$1,006,317)	\$1,006,317	(\$40,253)	\$1,046,570	(\$2,052,888)
33	(\$2,052,888)	\$1,006,317	(\$82,116)	\$1,088,433	(\$3,141,321)
34	(\$3,141,321)	\$1,006,317	(\$125,653)	\$1,131,970	(\$4,273,291)
35	(\$4,273,291)	\$1,006,317	(\$170,932)	\$1,177,249	(\$5,450,540)
36	(\$5,450,540)	\$1,006,317	(\$218,022)	\$1,224,339	(\$6,674,879)
37	(\$6,674,879)	\$1,006,317	(\$266,995)	\$1,273,313	(\$7,948,192)
38	(\$7,948,192)	\$1,006,317	(\$317,928)	\$1,324,245	(\$9,272,437)
39	(\$9,272,437)	\$1,006,317	(\$370,897)	\$1,377,215	(\$10,649,652)
40	(\$10,649,652)	\$1,006,317	(\$425,986)	\$1,432,304	(\$12,081,955)

PROFORMA OPERATING STATEMENT																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		12/31/2022	Dec-23	Dec-24	Dec-25	Dec-26	Dec-27	Dec-28	Dec-29	Dec-30	Dec-31	Dec-32	Dec-33	Dec-34	Dec-35	Dec-36	
Rent Escalation:			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Office	Rental Rate/ sf																
1.0	Full Service Gross Lease	28.00	2,339,120	2,397,598	2,457,538	2,518,976	2,581,951	2,646,500	2,712,662	2,780,479	2,849,991	2,921,240	2,994,271	3,069,128	3,145,856	3,224,503	3,305,115
Retail																	
1.0	Full Service Gross Lease	16.00	96,960	99,384	101,869	104,415	107,026	109,701	112,444	115,255	118,136	121,090	124,117	127,220	130,400	133,660	137,002
Potential Gross Rent		2,436,080	2,496,982	2,559,407	2,623,392	2,688,977	2,756,201	2,825,106	2,895,734	2,968,127	3,042,330	3,118,388	3,196,348	3,276,257	3,358,163	3,442,117	
		40.00%	20.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	
Vacancy		(974,432)	(499,396)	(179,158)	(183,637)	(188,228)	(192,934)	(197,757)	(202,701)	(207,769)	(212,963)	(218,287)	(223,744)	(229,338)	(235,071)	(240,948)	
Other Income Escalation:			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Other Income		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Effective Gross Income:		1,461,648	1,997,586	2,380,248	2,439,754	2,500,748	2,563,267	2,627,349	2,693,032	2,760,358	2,829,367	2,900,101	2,972,604	3,046,919	3,123,092	3,201,169	
Operating Expense Escalation:			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Operating Expenses:																	
General & Administrative		15,000	15,375	15,759	16,153	16,557	16,971	17,395	17,830	18,276	18,733	19,201	19,681	20,173	20,678	21,195	
Insurance		72,000	73,800	75,645	77,536	79,475	81,461	83,498	85,585	87,725	89,918	92,166	94,470	96,832	99,253	101,734	
Staff & Personnel		50,400	51,660	52,952	54,275	55,632	57,023	58,449	59,910	61,408	62,943	64,516	66,129	67,782	69,477	71,214	
Contract Services		27,600	28,290	28,997	29,722	30,465	31,227	32,008	32,808	33,628	34,469	35,330	36,214	37,119	38,047	38,998	
Repairs & Maintenance		53,000	54,325	55,683	57,075	58,502	59,965	61,464	63,000	64,575	66,190	67,844	69,541	71,279	73,061	74,888	
Utilities		150,000	153,750	157,594	161,534	165,572	169,711	173,954	178,303	182,760	187,329	192,013	196,813	201,733	206,777	211,946	
Real Estate Taxes		360,000	369,000	378,225	387,681	397,373	407,307	417,490	427,927	438,625	449,591	460,830	472,351	484,160	496,264	508,671	
Property Management Fees		58,466	79,903	95,210	97,590	100,030	102,531	105,094	107,721	110,414	113,175	116,004	118,904	121,877	124,924	128,047	
Total Operating Expenses:		786,466	826,103	860,065	881,567	903,606	926,196	949,351	973,085	997,412	1,022,347	1,047,906	1,074,103	1,100,956	1,128,480	1,156,692	
Net Operating Income		675,182	1,171,482	1,520,183	1,558,188	1,597,142	1,637,071	1,677,998	1,719,948	1,762,946	1,807,020	1,852,196	1,898,500	1,945,963	1,994,612	2,044,477	
Debt Service		I/O thru 2 years of operations	739,554	739,554	1,006,317	1,006,317	1,006,317	1,006,317	1,006,317	1,006,317	1,006,317	1,006,317	1,006,317	1,006,317	1,006,317	1,006,317	
DSCR		0.91	1.58	1.51	1.55	1.59	1.63	1.67	1.71	1.75	1.80	1.84	1.89	1.93	1.98	2.03	
Cash Flow from Operations		(64,372)	431,928	513,866	551,870	590,825	630,754	671,680	713,630	756,629	800,703	845,878	892,183	939,645	988,295	1,038,160	
Replacement Reserves Per Unit Per Year		-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Deferred Developer Fee		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Release of Operating Reserve		(250,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Residual Distributable Cash Flow		185,628	431,928	513,866	451,870	490,825	530,754	571,680	613,630	656,629	700,703	745,878	792,183	839,645	888,295	938,160	

Expense Ratio w/out reserves	53.81%	41.36%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%
Expense Ratio w/ reserves	53.81%	41.36%	36.13%	40.23%	40.13%	40.03%	39.94%	39.85%	39.76%	39.67%	39.58%	39.50%	39.42%	39.34%	39.26%	39.26%
Yield on Cost	2.72%	4.71%	6.12%	6.27%	6.42%	6.59%	6.75%	6.92%	7.09%	7.27%	7.45%	7.64%	7.83%	8.02%	8.22%	8.22%

PIS Date		12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035	12/31/2036
Hypothetical Investment Timeline:																	
Gross Free Cash Flow		185,628	431,928	513,866	451,870	490,825	530,754	571,680	613,630	656,629	700,703	745,878	792,183	839,645	888,295	938,160	
Sale																	31,453,498
Less Loans																	(\$12,242,525)
Less 3% Transaction Costs																	(\$943,605)
Hypothetical Private Capital Investment	(7,457,689)																
Total Pre-Tax Cash Flows	(7,457,689)	185,628	431,928	513,866	451,870	490,825	530,754	571,680	613,630	656,629	700,703	745,878	792,183	839,645	888,295	938,160	19,205,527
Cash on Cash Return		2.49%	5.79%	6.89%	6.06%	6.58%	7.12%	7.67%	8.23%	8.80%	9.40%	10.00%	10.62%	11.26%	11.91%	12.58%	
Pre-Tax IRR	11.32%																
Investor Split of Cash Flows	100.00%																
Hypothetical Private Capital Investment	(7,457,689)	185,628	431,928	513,866	451,870	490,825	530,754	571,680	613,630	656,629	700,703	745,878	792,183	839,645	888,295	938,160	19,205,527
Cash on Cash Return		2.49%	5.79%	6.89%	6.06%	6.58%	7.12%	7.67%	8.23%	8.80%	9.40%	10.00%	10.62%	11.26%	11.91%	12.58%	
IRR	11.32%																

SUPPORTING CALCULATIONS – WITHOUT TIF

Sources & Uses

Sources & Uses						
PERMANENT SOURCES OF FUNDS						
		Construction Sources	Post Construction Completion Sources	Permanent Sources	%	
Investor Member's equity - Federal LIHTC		-	-	-	0.0%	
First Mortgage	70.00%	-	21,706,275	21,706,275	70.0%	
Second Mortgage		-	-	-	0.0%	
Grant		-	-	-	0.0%	
Deferred developer fee		-	-	-	0.0%	
Equity		9,302,689	-	9,302,689	30.0%	
Construction loan		21,706,275	(21,706,275)	-	0.0%	
Total Sources Of Funds		\$31,008,965	\$0	\$31,008,965	100.0%	
PERMANENT USES OF FUNDS						
		Construction Uses	Post Construction Uses	Total Uses	%	\$ / sf
Acquisition Costs						
Land		300,000	-	300,000	1.0%	2.8
Stormwater, Street, & Sanitary Improvements		3,150,000	-	3,150,000	10.2%	29.8
Parking Garage		3,000,000	-	3,000,000	9.7%	28.4
Hard Costs						
Construction (including GC's)		14,339,056	-	14,339,056	46.2%	135.7
Contractor Fee	6.00% of construction cost	860,343	-	860,343	2.8%	8.1
Insurance		114,712	-	114,712	0.4%	1.1
Bond		143,391	-	143,391	0.5%	1.4
Contingency	10.00% of construction cost	1,545,750	-	1,545,750	5.0%	14.6
Infill	40.00 89,600	3,584,000	-	3,584,000	11.6%	33.9
Construction Management Fee		120,000	-	120,000	0.4%	1.1
Due Diligence Costs						
Architect Fee	5.00% of construction cost	850,163	-	850,163	2.7%	8.0
MEP		212,000	-	212,000	0.7%	2.0
Civil Engineering		75,000	-	75,000	0.2%	0.7
Structural Engineering		80,000	-	80,000	0.3%	0.8
Appraisal		5,000	-	5,000	0.0%	0.0
Survey		15,000	-	15,000	0.0%	0.1
Environmental Study		10,000	-	10,000	0.0%	0.1
Material Testing		15,000	-	15,000	0.0%	0.1
Legal fees		100,000	-	100,000	0.3%	0.9
Financing Costs						
Construction loan interest		400,000	-	400,000	1.3%	3.8
Construction loan origination costs		10,000	-	10,000	0.0%	0.1
Construction loan legal		10,000	-	10,000	0.0%	0.1
Construction - closing, title & recording		50,000	-	50,000	0.2%	0.5
Permanent loan fee		10,000	-	10,000	0.0%	0.1
Indirect Construction Costs						
Development fee	5.00% of total hard cost	1,029,363	-	1,029,363	3.3%	9.7
Fees / Taxes						
Builders Risk Insurance		50,187	-	50,187	0.2%	0.5
Tap / Impact Fees		30,000	-	30,000	0.1%	0.3
Building permits		35,000	-	35,000	0.1%	0.3
NMTC Fees		0	-	-	0.0%	0.0
Signage		150,000	-	150,000	0.5%	1.4
Real Estate Taxes		50,000	-	50,000	0.2%	0.5
Accounting		25,000	-	25,000	0.1%	0.2
Soft cost contingency		140,000	-	140,000	0.5%	1.3
FF&E		250,000	-	250,000	0.8%	2.4
Escrows / Reserves						
Replacement reserve		0	-	-	0.0%	0.0
Operating reserve		250,000	-	250,000	0.8%	2.4
Total Uses Of Funds		\$31,008,965	\$0	\$31,008,965	100.0%	293.4

Loan Amount 21,706,275
 Amortization Years 30 Years
 Interest Rate 4.00%
 Annual Payment \$1,255,276

Amortization

Years	Beginning	Payment	Interest	Principal	Ending Balance
1	\$21,706,275	\$1,255,276	\$868,251	\$387,025	\$21,319,250
2	\$21,319,250	\$1,255,276	\$852,770	\$402,506	\$20,916,744
3	\$20,916,744	\$1,255,276	\$836,670	\$418,606	\$20,498,138
4	\$20,498,138	\$1,255,276	\$819,926	\$435,351	\$20,062,787
5	\$20,062,787	\$1,255,276	\$802,511	\$452,765	\$19,610,023
6	\$19,610,023	\$1,255,276	\$784,401	\$470,875	\$19,139,148
7	\$19,139,148	\$1,255,276	\$765,566	\$489,710	\$18,649,438
8	\$18,649,438	\$1,255,276	\$745,978	\$509,299	\$18,140,139
9	\$18,140,139	\$1,255,276	\$725,606	\$529,670	\$17,610,469
10	\$17,610,469	\$1,255,276	\$704,419	\$550,857	\$17,059,611
11	\$17,059,611	\$1,255,276	\$682,384	\$572,892	\$16,486,720
12	\$16,486,720	\$1,255,276	\$659,469	\$595,807	\$15,890,912
13	\$15,890,912	\$1,255,276	\$635,636	\$619,640	\$15,271,273
14	\$15,271,273	\$1,255,276	\$610,851	\$644,425	\$14,626,848
15	\$14,626,848	\$1,255,276	\$585,074	\$670,202	\$13,956,646
16	\$13,956,646	\$1,255,276	\$558,266	\$697,010	\$13,259,635
17	\$13,259,635	\$1,255,276	\$530,385	\$724,891	\$12,534,745
18	\$12,534,745	\$1,255,276	\$501,390	\$753,886	\$11,780,858
19	\$11,780,858	\$1,255,276	\$471,234	\$784,042	\$10,996,817
20	\$10,996,817	\$1,255,276	\$439,873	\$815,403	\$10,181,413
21	\$10,181,413	\$1,255,276	\$407,257	\$848,020	\$9,333,394
22	\$9,333,394	\$1,255,276	\$373,336	\$881,940	\$8,451,453
23	\$8,451,453	\$1,255,276	\$338,058	\$917,218	\$7,534,236
24	\$7,534,236	\$1,255,276	\$301,369	\$953,907	\$6,580,329
25	\$6,580,329	\$1,255,276	\$263,213	\$992,063	\$5,588,266
26	\$5,588,266	\$1,255,276	\$223,531	\$1,031,745	\$4,556,521
27	\$4,556,521	\$1,255,276	\$182,261	\$1,073,015	\$3,483,505
28	\$3,483,505	\$1,255,276	\$139,340	\$1,115,936	\$2,367,569
29	\$2,367,569	\$1,255,276	\$94,703	\$1,160,573	\$1,206,996
30	\$1,206,996	\$1,255,276	\$48,280	\$1,206,996	(\$0)
31	(\$0)	\$1,255,276	(\$0)	\$1,255,276	(\$1,255,276)
32	(\$1,255,276)	\$1,255,276	(\$50,211)	\$1,305,487	(\$2,560,763)
33	(\$2,560,763)	\$1,255,276	(\$102,431)	\$1,357,707	(\$3,918,470)
34	(\$3,918,470)	\$1,255,276	(\$156,739)	\$1,412,015	(\$5,330,485)
35	(\$5,330,485)	\$1,255,276	(\$213,219)	\$1,468,495	(\$6,798,980)
36	(\$6,798,980)	\$1,255,276	(\$271,959)	\$1,527,235	(\$8,326,215)
37	(\$8,326,215)	\$1,255,276	(\$333,049)	\$1,588,325	(\$9,914,540)
38	(\$9,914,540)	\$1,255,276	(\$396,582)	\$1,651,858	(\$11,566,398)
39	(\$11,566,398)	\$1,255,276	(\$462,656)	\$1,717,932	(\$13,284,330)
40	(\$13,284,330)	\$1,255,276	(\$531,373)	\$1,786,649	(\$15,070,979)

PROFORMA OPERATING STATEMENT																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		12/31/2022	Dec-23	Dec-24	Dec-25	Dec-26	Dec-27	Dec-28	Dec-29	Dec-30	Dec-31	Dec-32	Dec-33	Dec-34	Dec-35	Dec-36	
Rent Escalation:			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Office	Rental Rate/ sf																
1.0	Full Service Gross Lease	28.00	2,339,120	2,397,598	2,457,538	2,518,976	2,581,951	2,646,500	2,712,662	2,780,479	2,849,991	2,921,240	2,994,271	3,069,128	3,145,856	3,224,503	3,305,115
Retail																	
1.0	Full Service Gross Lease	16.00	96,960	99,384	101,869	104,415	107,026	109,701	112,444	115,255	118,136	121,090	124,117	127,220	130,400	133,660	137,002
Potential Gross Rent		2,436,080	2,496,982	2,559,407	2,623,392	2,688,977	2,756,201	2,825,106	2,895,734	2,968,127	3,042,330	3,118,388	3,196,348	3,276,257	3,358,163	3,442,117	
		40.00%	20.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%
Vacancy		(974,432)	(499,396)	(179,158)	(183,637)	(188,228)	(192,934)	(197,757)	(202,701)	(207,769)	(212,963)	(218,287)	(223,744)	(229,338)	(235,071)	(240,948)	
Other Income Escalation:			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Other Income		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Effective Gross Income:		1,461,648	1,997,586	2,380,248	2,439,754	2,500,748	2,563,267	2,627,349	2,693,032	2,760,358	2,829,367	2,900,101	2,972,604	3,046,919	3,123,092	3,201,169	
Operating Expense Escalation:			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Operating Expenses:																	
General & Administrative		15,000	15,375	15,759	16,153	16,557	16,971	17,395	17,830	18,276	18,733	19,201	19,681	20,173	20,678	21,195	
Insurance		72,000	73,800	75,645	77,536	79,475	81,461	83,498	85,585	87,725	89,918	92,166	94,470	96,832	99,253	101,734	
Staff & Personnel		50,400	51,660	52,952	54,275	55,632	57,023	58,449	59,910	61,408	62,943	64,516	66,129	67,782	69,477	71,214	
Contract Services		27,600	28,290	28,997	29,722	30,465	31,227	32,008	32,808	33,628	34,469	35,330	36,214	37,119	38,047	38,998	
Repairs & Maintenance		53,000	54,325	55,683	57,075	58,502	59,965	61,464	63,000	64,575	66,190	67,844	69,541	71,279	73,061	74,888	
Utilities		150,000	153,750	157,594	161,534	165,572	169,711	173,954	178,303	182,760	187,329	192,013	196,813	201,733	206,777	211,946	
Real Estate Taxes		360,000	369,000	378,225	387,681	397,373	407,307	417,490	427,927	438,625	449,591	460,830	472,351	484,160	496,264	508,671	
Property Management Fees		4.00%	58,466	79,903	95,210	97,590	100,030	102,531	105,094	107,721	110,414	113,175	116,004	118,904	121,877	124,924	128,047
Total Operating Expenses:		786,466	826,103	860,065	881,567	903,606	926,196	949,351	973,085	997,412	1,022,347	1,047,906	1,074,103	1,100,956	1,128,480	1,156,692	
Net Operating Income		675,182	1,171,482	1,520,183	1,558,188	1,597,142	1,637,071	1,677,998	1,719,948	1,762,946	1,807,020	1,852,196	1,898,500	1,945,963	1,994,612	2,044,477	
Debt Service		I/O thru 2 years of operations	922,517	922,517	1,255,276	1,255,276	1,255,276	1,255,276	1,255,276	1,255,276	1,255,276	1,255,276	1,255,276	1,255,276	1,255,276	1,255,276	1,255,276
DSCR		0.73	1.27	1.21	1.24	1.27	1.30	1.34	1.37	1.40	1.44	1.48	1.51	1.55	1.59	1.63	
Cash Flow from Operations		(247,335)	248,965	264,907	302,912	341,866	381,795	422,722	464,672	507,670	551,744	596,920	643,224	690,687	739,336	789,201	
Replacement Reserves Per Unit Per Year		-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Deferred Developer Fee		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Release of Operating Reserve		(250,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Residual Distributable Cash Flow		2,665	248,965	264,907	202,912	241,866	281,795	322,722	364,672	407,670	451,744	496,920	543,224	590,687	639,336	689,201	

Expense Ratio w/out reserves	53.81%	41.36%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%	36.13%
Expense Ratio w/ reserves	53.81%	41.36%	36.13%	40.23%	40.13%	40.03%	39.94%	39.85%	39.76%	39.67%	39.58%	39.50%	39.42%	39.34%	39.26%	39.26%
Yield on Cost	2.18%	3.78%	4.90%	5.02%	5.15%	5.28%	5.41%	5.55%	5.69%	5.83%	5.97%	6.12%	6.28%	6.43%	6.59%	6.59%

PIS Date		12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035	12/31/2036
Hypothetical Investment Timeline:																	
Gross Free Cash Flow		2,665	248,965	264,907	202,912	241,866	281,795	322,722	364,672	407,670	451,744	496,920	543,224	590,687	639,336	689,201	
Sale																	31,453,498
Less Loans																	(\$15,271,273)
Less 3% Transaction Costs																	(\$943,605)
Hypothetical Private Capital Investment	(9,302,689)																
Total Pre-Tax Cash Flows	(9,302,689)	2,665	248,965	264,907	202,912	241,866	281,795	322,722	364,672	407,670	451,744	496,920	543,224	590,687	639,336	689,201	15,927,821
Cash on Cash Return		0.03%	2.68%	2.85%	2.18%	2.60%	3.03%	3.47%	3.92%	4.38%	4.86%	5.34%	5.84%	6.35%	6.87%	7.41%	
Pre-Tax IRR	6.31%																
Investor Split of Cash Flows	100.00%																
Hypothetical Private Capital Investment	(9,302,689)	2,665	248,965	264,907	202,912	241,866	281,795	322,722	364,672	407,670	451,744	496,920	543,224	590,687	639,336	689,201	15,927,821
Cash on Cash Return		0.03%	2.68%	2.85%	2.18%	2.60%	3.03%	3.47%	3.92%	4.38%	4.86%	5.34%	5.84%	6.35%	6.87%	7.41%	
IRR	6.31%																

**PROOF OF
PUBLICATION**

**STATE OF MISSOURI
COUNTY OF GREENE**

GILMORE & BELL ATTORNEYS
2405 GRAND BLVD STE 1100

KANSAS CITY MO 64108

I do upon my oath state that I am the Legal Clerk of the Springfield News-Leader/Guidon, and that I am duly authorized to and do make this affidavit for and on behalf of the News-Leader, a newspaper published daily in the City of Springfield, Greene County, Missouri; that the public advertisement, notice or order of Publication, a true copy of which is hereto attached, was published in said newspaper 1 time(s), upon the following dates: 04/04/2020

Account Number: SNL-048385
Order Number: 0004137515

Total Ad Cost: 647.70

of Affidavits: 2

**This is not an invoice
(Signed)**

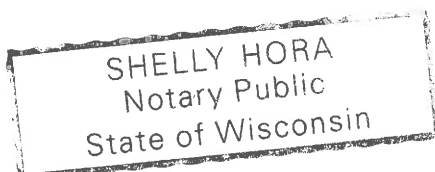
Legal Clerk

(Date) 4-6-2020

Signed and sworn before me

Shelly Hora
Notary Public,
State of Wisconsin, County of Brown

P-2523
My Commission Expires



**Tax Increment Financing Commission
of the City of Springfield, Missouri
Notice of Public Hearing
relating to the
Springfield IDEA Commons Tax
Increment Financing Plan
and Notice of Request for
Redevelopment Project Proposals**

Pursuant to Section 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of the City of Springfield, Missouri (the "Commission") will hold a public hearing at 4:30 p.m. on Monday, May 4, 2020, to consider the Springfield IDEA Commons Tax Increment Financing Plan (the "Redevelopment Plan"), the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment project described in the Redevelopment Plan (the "Redevelopment Project") for the redevelopment of property in the Redevelopment Area.

If possible, the hearing will be held in-person at the Busch Municipal Building, 840 Boonville, Springfield, Missouri. However, as part of its response to the spread of coronavirus, the City has temporarily closed the Busch Municipal Building to the public. At this point, the City cannot determine whether continued coronavirus concerns will require the hearing to be held partially or completely by electronic means. All taxing districts and interested parties will be given the opportunity to attend the hearing (whether by participation in an online platform, teleconference, or otherwise) and to submit comments to the Commission prior to the date of the hearing. The City will post updates on the method of holding the hearing on its website on the "City Calendar" page, which may be accessed by visiting the main City webpage at <https://www.springfieldmo.gov/>, selecting the "Government" tab and then the "City Calendar" link. Such updates will appear as an entry for May 4, 2020.

The proposed Redevelopment Area, which contains roughly 3.5 acres, is located generally within the bounds of E. Tamea Street to the north, N. Boonville Avenue to the west, N. Roberson Avenue and the "factory" building located at 405 N. Jefferson Avenue to the east, and a set of railroad tracks running parallel to and north of E. Water Street to the south. A portion of the Jordan Valley Innovation Center located at 524 N. Boonville Avenue is included in the Redevelopment Area.

The Redevelopment Plan calls for one Redevelopment Project, with boundaries coterminous with the Redevelopment Area, which eliminates blight, implements certain public infrastructure improvements, strengthens the employment and economic base, increases property values, creates economic stability and implements the Comprehensive Plan of the City. The Redevelopment Plan calls for (1) the demolition of two blighted buildings within the Redevelopment Area, (2) the construction of an expansion of the existing Jordan Valley Innovation Center operated by Missouri State University, intended to provide office and research space for high-tech business tenants, (3) the construction of a separate class A, equivalent office building, (4) a multi-level parking garage anticipated to serve the Redevelopment Area and surrounding areas, (5) a common area / urban park between and around the office building and the parking garage, (6) storm water improvements, (7) sanitary sewer improvements, and (8) improvements to E. Phelps Street, which runs across the northern portion of the Redevelopment Area.

The Redevelopment Plan calls for a full 23-year collection period of payments in lieu of taxes and economic activity taxes within the Redevelopment Area; however, payments in lieu of taxes above the existing base level of taxes are intended to be eliminated by tax abatement to be implemented pursuant to Chapter 100 of the Revised Statutes of Missouri, as further described in the Redevelopment Plan. Special assessments are expected to be imposed by a to-be-formed transportation development district on the office building in an amount sufficient to finance a portion of the parking garage. Additionally, the City is in the process of applying to the State of Missouri for approval of state supplemental tax increment financing to assist with the Redevelopment Plan.

A copy of the Redevelopment Plan, including a legal description and a map of the proposed Redevelopment Area and the Redevelopment Project, is on file with the office of the City Clerk at the Busch Municipal Building, address listed above, and may be reviewed by any interested party during business hours on days when the Busch Municipal Building is open to the public. A cost-benefit analysis, showing the effects of the Redevelopment Plan on each taxing jurisdiction, is on file with the Redevelopment Plan. Interested parties are invited to submit comments to the Commission prior to the date of the hearing. To provide access to those who wish to review the Redevelopment Plan while

the Bush Municipal Building is closed, the City has posted the entire Redevelopment Plan on its website, which can be accessed by visiting the main City webpage at <https://www.springfieldmo.gov/>, selecting the "Business" tab, then the "Economic Development" link, and then the "Tax Increment Financing" link. You can also simply type "Tax Increment Financing" in the City website's internal "How can we help" search engine and follow the link to the correct page.

ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE PUBLIC HEARING, WHETHER IN PERSON OR BY ELECTRONIC MEANS OF PARTICIPATION, AS DESCRIBED ABOVE.

The Commission is soliciting alternative proposals for redevelopment of all or any portion of the Redevelopment Area. The Commission seeks alternative redevelopment plans and redevelopment projects that comply with the Missouri Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act").

All proposed redevelopment plans and/or redevelopment projects must include details regarding the redevelopment project costs including, as appropriate: land acquisition; building design, engineering and construction; site preparation; design, engineering and construction of public infrastructure improvements, including internal streets, parking, grading, utilities, lighting, improvements to public streets and highways; and legal, engineering, accounting, land use planners, architects, feasibility experts costs and fees and other soft costs associated with plan preparation, approval and implementation. All submissions must include a valid and complete redevelopment plan under the TIF Act, including classification of expenses sufficiently detailed to allow analysis in comparison with other submissions, and be in a form that is ready for consideration by the Commission and City Council. All submissions also must address those issues and requirements of the City's Economic Development Incentives Policy Manual as it relates to Tax Increment Financing (the "City TIF Policy"). Submissions must also include information about the proposed developer, including detail regarding prior development projects and other relevant business experience. If the person or entity submitting the proposal does not own or otherwise control the property in the Redevelopment Area, the submission must include the proposed method of acquiring such ownership or control.

All proposals must be submitted to Economic Development Director Sarah Kerner (417-864-1035) by email at skerner@springfieldmo.gov, and must be received no later than 10:00 a.m. on April 24, 2020, after which time proposals will not be accepted. Proposals that are submitted, including the proposed Redevelopment Plan, will be available for review through the office of the City Clerk, if open to the public, and through the City's website as described above for the Redevelopment Plan.

All submissions shall be judged on: (i) the qualifications of the applicant; (ii) the merit and viability of the proposal for redevelopment described in the submission, including the ability of the applicant to obtain ownership or control of property in the Redevelopment Area, if applicable; (iii) the quality and detail of the submission, including compliance with the TIF Act; (iv) the ability of the submission to aid in increasing employment in the City and eliminating blight from the Redevelopment Area; (v) the ability of the proposal and the applicant to meet all of the requirements of the TIF Policy; and (vi) the ability of the proposal to accomplish any other goals that it may identify.

The Commission and City reserve the right to reject all proposals and publish any additional requests for proposals as may be necessary, and to extend the time period to submit responses to this Notice. All proposals will be considered by the Commission at a meeting to be held at the same time and location as the hearing.

**Tax Increment Financing Commission
of the City of Springfield, Missouri**
Busch Municipal Building
840 Boonville, Springfield, Missouri

Tax Increment Financing Commission of the City of Springfield, Missouri

Notice of Public Hearing relating to the Springfield IDEA Commons Tax Increment Financing Plan

Date: April 23, 2020

Pursuant to Section 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of the City of Springfield, Missouri (the “Commission”), will hold a public hearing at 4:30 p.m. on Monday, May 4, 2020, to consider the Springfield IDEA Commons Tax Increment Financing Plan (the “Redevelopment Plan”), the designation of the proposed redevelopment area (the “Redevelopment Area”), and the adoption of the redevelopment project described in the Redevelopment Plan (the “Redevelopment Project”) for the redevelopment of property in the Redevelopment Area.

If possible, the hearing will be held in-person at the Busch Municipal Building, 840 Boonville, Springfield, Missouri. However, as part of its response to the spread of coronavirus, the City has temporarily closed the Busch Municipal Building to the public. At this point, the City cannot determine whether continued coronavirus concerns will require the hearing to be held partially or completely by electronic means. All interested parties will be given the opportunity to attend the hearing (whether by participation in an online platform, teleconference, or otherwise) and to submit comments to the Commission prior to the date of the hearing. The City will post updates on the method of holding the hearing on its website on the “City Calendar” page, which may be accessed by visiting the main City webpage at <https://www.springfieldmo.gov/>, selecting the “Government” tab and then the “City Calendar” link. Such updates will appear as an entry for May 4, 2020.

The proposed Redevelopment Area, which contains roughly 3.5 acres, is located generally within the bounds of E. Tampa Street to the north, N. Boonville Avenue to the west, N. Robberson Avenue and the “efactory” building located at 405 N. Jefferson Avenue to the east, and a set of railroad tracks running parallel to and north of E. Water Street to the south. A portion of the Jordan Valley Innovation Center located at 524 N. Boonville Avenue is included in the Redevelopment Area.

The Redevelopment Plan calls for one Redevelopment Project, with boundaries coterminous with the Redevelopment Area, which eliminates blight, implements certain public infrastructure improvements, strengthens the employment and economic base, increases property values, creates economic stability and implements the Comprehensive Plan of the City. The Redevelopment Plan calls for (1) the demolition of two blighted buildings within the Redevelopment Area, (2) the construction of an expansion of the existing Jordan Valley Innovation Center operated by Missouri State University, intended to provide office and research space for high-tech business tenants, (3) the construction of a separate class-A equivalent office building, (4) a multi-level parking garage anticipated to serve the Redevelopment Area and surrounding areas, (5) a common area / urban park between and around the office building and the parking garage, (6) storm water improvements, (7) sanitary sewer improvements, and (8) improvements to E. Phelps Street, which runs across the northern portion of the Redevelopment Area.

The Redevelopment Plan calls for a full 23-year collection period of payments in lieu of taxes and economic activity taxes within the Redevelopment Area; however, payments in lieu of taxes above the existing base level of taxes are intended to be eliminated by tax abatement to be implemented pursuant to Chapter 100 of the Revised Statutes of Missouri, as further described in the Redevelopment Plan. Special assessments are expected to be imposed by a to-be-formed transportation development district on the office building in an amount sufficient to finance a portion of the parking garage.

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ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE PUBLIC HEARING.

**Tax Increment Financing Commission
of the City of Springfield, Missouri**
Busch Municipal Building
840 Boonville, Springfield, Missouri

Distribution List

Prior Tax Year Owners:

Board of Governors of Missouri State University
901 S. National Avenue
Springfield, MO 65897

414 N. Boonville LLC
305 W. Commercial Street
Springfield, MO 65803

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 414 N. Boonville LLC
 305 W. Commercial Street
 Springfield, MO 65803

9590 9402 5109 9092 0879 47

2. Article Number (Transfer from service label)
 7017 1070 0000 2884 0546

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery (over 700)

Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

219 of 262

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Board of Governors of Missouri State University
 901 S. National Avenue
 Springfield, MO 65897

9590 9402 5109 9092 0879 30

2. Article Number (Transfer from service label)
 7017 1070 0000 2884 0539

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
 APR 27 2020

D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail (over \$500)
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
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 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ **3.55**
 Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$ **.50**
Total Postage and Fees \$ **6.90**

Sent **USPS 64112**

Postmark Here
APR 23 2020

414 N. Boonville LLC
 305 W. Commercial Street
 Springfield, MO 65803

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT**
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ **3.55**
 Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$ **.50**
Total Postage and Fees \$ **6.90**

Sent **USPS 64112**

Postmark Here
APR 23 2020

Board of Governors of Missouri State University
 901 S. National Avenue
 Springfield, MO 65897

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**PROOF OF
PUBLICATION**

**STATE OF MISSOURI
COUNTY OF GREENE**

GILMORE & BELL ATTORNEYS
2405 GRAND BLVD STE 1100

KANSAS CITY MO 64108

I do upon my oath state that I am the Legal Clerk of the Springfield News-Leader/Guidon, and that I am duly authorized to and do make this affidavit for and on behalf of the News-Leader, a newspaper published daily in the City of Springfield, Greene County, Missouri; that the public advertisement, notice or order of Publication, a true copy of which is hereto attached, was published in said newspaper 1 time(s), upon the following dates: 04/25/2020

Account Number: SNL-048385
Order Number: 0004159609

Total Ad Cost: 465.30

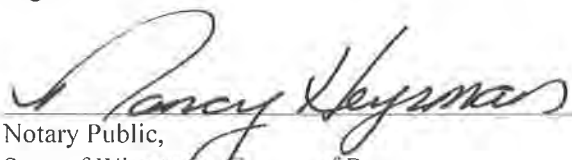
of Affidavits: 2

**This is not an invoice
(Signed)** 

Legal Clerk

(Date) 4-29-2020

Signed and sworn before me


Notary Public,
State of Wisconsin, County of Brown

5.15.23

My Commission Expires

NANCY HEYRMAN
Notary Public
State of Wisconsin

Tax Increment Financing Commission of the City of Springfield, Missouri

**Notice of Public Hearing relating to the
Springfield IDEA Commons Tax Increment Financing Plan
and Notice of Request for Redevelopment Project Proposals**

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**Tax Increment Financing Commission
of the City of Springfield, Missouri**
Busch Municipal Building
840 Boonville, Springfield, Missouri

AGENDA
TAX INCREMENT FINANCING ADVISORY COMMISSION

May 4, 2020 – 4:30 p.m.
Busch Municipal Building – 840 N. Boonville Avenue

In order to maintain safety and compliance with requirements for social distancing, the public and any interested parties and representatives of taxing districts wishing to be heard will be allowed to view and participate in the meeting by videoconference in a room set up for such purpose at the Busch Municipal Building, 840 N. Boonville Avenue. The Commission will meet in a room that is video-linked to the public participation room.

- 1 Welcome and Introductions
- 2 Election of Officers
- 3 IDEA Commons TIF Redevelopment Plan Public Hearing
 - a. Submission of Exhibits to the Commission
 - b. Staff presentation of Blight Study, Redevelopment Plan and Redevelopment Project – Sarah Kerner
 - c. Presentation from Developers – MSU and Vecino Group
 - d. Public Comments
 - e. TIF Commission Questions and Discussion
- 4 Consider Resolution Recommending Approval of IDEA Commons TIF Plan, Approval of the Redevelopment Area, Designation of Blight within the Redevelopment Area, Approval of the Redevelopment Project and Approval of the Developer of Record to the City Council
- 5 Any and All Other Business
- 6 Adjourn

Contact person: Sarah Kerner
Economic Development Director
417/864-1035

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 three days prior to the scheduled meeting.



Exhibit 11

First Plan Amendment and Seven Day Notice to Taxing Jurisdictions

FIRST AMENDMENT

to

**SPRINGFIELD IDEA COMMONS
TAX INCREMENT FINANCING PLAN**

CITY OF SPRINGFIELD, MISSOURI

This First Amendment was prepared in advance of the TIF Commission's public hearing on May 4, 2020 and notice was given to the taxing jurisdictions on April 27, 2020, at least seven days prior to such hearing. This First Amendment was submitted to the TIF Commission for consideration at the same time as, and as a part of, the original tax increment financing plan.

FIRST AMENDMENT
to
SPRINGFIELD IDEA COMMONS
TAX INCREMENT FINANCING PLAN

Background and Plan History

Notice has been provided and a public hearing has been set for May 4, 2020 (the “Hearing”), for the Tax Increment Financing Commission of the City of Springfield, Missouri (the “Commission”) to consider the Springfield IDEA Commons Tax Increment Financing Plan (the “Original Redevelopment Plan”). This First Amendment to the Springfield IDEA Commons Tax Increment Financing Plan (the “First Amendment,” and together with the Original Redevelopment Plan, the “Redevelopment Plan”) was prepared in advance of the Hearing and notice was given to the taxing jurisdictions on April 27, 2020, at least seven days prior to the Hearing. This First Amendment was submitted to the TIF Commission for consideration at the same time as, and as a part of, the Original Redevelopment Plan.

Purpose of the First Amendment

The purpose of the First Amendment is to (1) provide additional and updated evidence of commitments to finance the Redevelopment Project by supplementing Exhibit 9 to the Original Redevelopment Plan, and (2) provide corrected supporting calculations to the developer’s affidavit by replacing Exhibit 11 to the Original Redevelopment Plan.

Amendments to the Original Redevelopment Plan

Exhibit 9 to the Original Redevelopment Plan is hereby supplemented by adding thereto the content of Attachment 1 to this First Amendment.

Exhibit 11 to the Original Redevelopment Plan is hereby deleted and replaced with Attachment 2 to this First Amendment.

Attachment 1

**Supplements to Exhibit 9
to Original Redevelopment Plan**



**central bank
of kansas city**

April 8, 2020

**The Veccino Group
305 W. Commercial St.
Springfield, MO 65803**

**Missouri State University
901 S. National Ave.
Springfield, MO 65897**

APPROVED TERM SHEET

The following are compiled for the purpose of providing a proposed borrower with general terms and conditions by where Central Bank of Kansas City ("CBKC") approves a loan(s) for the following outlined purpose(s).

DIRECT LOAN:

Borrower:	JVIC, LLC ("QALICB")
Loan Amount:	The Direct Loan shall be no greater than \$5,500,000.
Interest Rate:	4.50% fixed
Term of Loan:	This loan shall mature seven (7) years after the closing date.
Origination Fee:	QALICB shall pay an Origination Fee of 1.00% of Loan Amount.
Terms for Repayment:	QALICB shall make quarterly payments of interest only during construction, quarterly payments of principal and interest become payable no more than 45 days following the issuance of a Certificate of Occupancy or commencement of Expansion Lease; whichever occurs first. All unpaid principal and accrued interest shall be due at maturity.
Proposed Collateral:	QALICB shall pledge the following as collateral for the loan: 1. First Leasehold Deed of Trust and assignment of rents on real property located at [524 N. Boonville Ave, Springfield, MO 65803 (or new legal description)], 2. An assignment of the construction contract and architect contract.

Guarantor:	J. Matthew Miller and Richard Manzardo shall each provide unlimited personal guarantees.
Disbursement:	The Direct Loan shall be disbursed through construction draw requests following the depletion of QLICI loan proceeds from the NMTC transaction.
Covenants & Conditions:	QALICB is subject to following covenants and conditions: 1. Missouri State University ("MSU") must make a \$4.7MM Subordinate Source Loan to the Leverage Lender, 2. QALICB and MSU must enter a ground lease with QALICB as tenant for annual rent not greater than \$1.00 and a term of 65 years 3. QALICB and MSU must enter an Expansion Lease for annual rent that would result in a debt service coverage ratio, defined as net operating income divided by the combined annual principal and interest payments of the Direct Loan and Source Loan, of [1.05:1], or greater, and a term of not less than 37 years, 4. The Direct Loan is subject to a commercial appraisal indicating a value greater than or equal to \$8,770,000 (80% LTV) 5. QALICB shall close a NMTC transaction resulting in not less than \$7.7MM of QLICI Loan proceeds deposited at CBKC, 6. General Contractor shall provide a performance and payment bond for the full amount of the construction.

SOURCE LOAN:

Borrower:	JVIC Leverage Lender, LLC ("JLL")
Loan Amount:	The Source Loan shall no greater than \$1,550,000.
Interest Rate:	4.50% fixed
Term of Loan:	This loan shall mature seven (7) years after the closing date.
Origination Fee:	JLL shall pay an Origination Fee of 1.00% of Loan Amount.
Terms for Repayment:	JLL shall make quarterly payments of interest only during construction, quarterly payments of principal and interest become payable no more than 45 days following the issuance of a Certificate of Occupancy or commencement of Expansion Lease; whichever occurs first. All unpaid principal and accrued interest shall be due at maturity.
Proposed Collateral:	JLL shall pledge an assignment of the Leverage Loan documents and all rights accompanying the Leverage Lender.
Guarantor:	None required.

Disbursement:	The Source Loan shall be disbursed in its entirety at closing.
Covenants & Conditions:	JLL is subject to following covenants and conditions: 1. Missouri State University ("MSU") must make a \$4.7MM Subordinate Source Loan to the Leverage Lender, 2. QALICB and MSU must enter a ground lease with QALICB as tenant for annual rent not greater than \$1.00 and a term of 65 years 3. QALICB and MSU must enter an Expansion Lease for annual rent that would result in a debt service coverage ratio, defined as net operating income divided by the combined annual principal and interest payments of the Direct Loan and Source Loan, of [1.05:1], or greater, and a term of not less than 37 years, 4. QALICB shall close a NMTC transaction resulting in not less than \$7.7MM of QLICB Loan proceeds deposited at CBKC, 5. General Contractor to provide a performance and payment bond for the full amount of the construction.
Proposed Documentation:	Lender's Commitment to Lend is conditioned upon receipt and review of usual NMTC documentation including, but not limited to, Loan Agreement(s), Promissory Note(s), Guaranty(s), Security Agreement(s) and other documentation pertaining to the Direct Loan, Source Loan and related transaction documents.
Other Requirements:	Borrower will be responsible for all fees and expenses that CBKC may incur in connection with the processing, closing, and maintenance of a loan, which would include without limitation of the attorney's fees, recording fees, appraisal fees, environmental report fees, title insurance fees, and hazard insurance premiums. Borrower and guarantors will supply CBKC with all necessary financial disclosures as CBKC will deem necessary for the documentation and subsequent review of this proposed loan.

[Signature page to follow]

This Approved Term Sheet is presented by Central Bank of Kansas City for the acceptance and approval of Borrower(s). Acceptance will express Borrower(s)' willingness to proceed with documentation and loan closing.

Thanks again for giving me the opportunity to work with you. Please don't hesitate to call if you have any questions regarding the terms presented above. If the terms and conditions are acceptable, please indicate below and we will proceed toward a loan closing.

Sincerely,

Peter K. Frankel

Peter K Frankel
Senior Vice President

ACCEPTANCE:

The undersigned hereby acknowledges receipt of the above letter, hereby accepts the terms and provisions thereof, and authorizes bank to proceed with documentation and loan closing. If undersigned cancels this transaction for any reason, all third-party costs incurred by Bank will be the responsibility of the undersigned.

By: _____
Name:
Title:

Date: _____

By: _____
Name:
Title:

Date: _____

Attachment 2

Replacement for Exhibit 11 to Original Redevelopment Plan

REDEVELOPER AFFIDAVIT

STATE OF MISSOURI)
)
COUNTY OF GREENE)

COMES NOW, the undersigned, MATTHEW MILLER of The Vecino Group, LLC, a Missouri limited liability company (the "Redeveloper") and being first duly sworn, on his oath states:

1. I am over the age of eighteen (18) and competent to testify to the following matters of my own knowledge and on behalf of the Redeveloper, the proposed developer of the improvements proposed pursuant to The Springfield IDEA Commons Tax Increment Financing Plan (the "Plan").

2. The Redevelopment Area, as defined in the Plan, on the whole is (a) a "blighted area" as that term is defined in the Plan, and (b) has not been subject to growth and development through investment by private enterprise. Due to the deterioration of site improvements, unsanitary and unsafe conditions, and the existence of conditions which endanger life or property by fire and other causes, the Redevelopment Area would not reasonably be anticipated to be developed without the adoption of tax increment financing.

3. Due to the necessary demolition, the limited parking availability that requires the construction of a parking garage to facilitate development, and extensive public improvements needed in connection with storm water control, sanitary sewer relocation and road improvements, the Redeveloper would not and could not be reasonably expected to develop the Redevelopment Area (and the Redevelopment Area would not be reasonably anticipated to be developed at all) without the adoption of the proposed Plan and all of the incentives described in the Plan, including but not limited to the PILOTs, EATs, and State Supplemental TIF (appropriation of the "new state revenues") described in the Plan. The Redeveloper will not proceed with the Redevelopment Project, as described in the Plan, without the State Supplemental TIF assistance described in the Plan, as it comprises a necessary component of the incentive package required to make the Plan feasible.

4. Attached is a further description of the grounds for the determination made in the prior paragraph, including a calculation of the Redeveloper's return on investment with and without State Supplemental TIF.

5. The provisions of subdivision (1) of Section 99.810 of the Revised Statutes of Missouri, as amended, have been met.

Further Affiant Sayeth Not.

THE VECINO GROUP, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

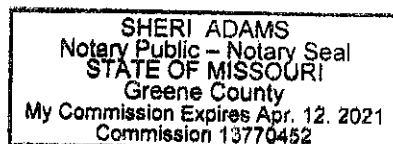
MATTHEW MILLER
CEO

Subscribed and sworn to before me this 11th day
of March, 2020.

Sheri Adams
Notary Public

My commission expires on: 4/12/2021

[Seal]



ATTACHMENT TO REDEVELOPER AFFIDAVIT

Grounds for Redeveloper's "but-for" determination and calculation of the Redeveloper's return on investment

Capitalized terms used in this attachment but not defined herein have the meanings given to such terms in The Springfield IDEA Commons Tax Increment Financing Plan (the "Plan").

The Redevelopment Project, as described in the Plan, is not feasible without each individual component thereof as described in the Plan. See Exhibit 5 to the Plan for a description of the various components of the Redevelopment Project and their funding sources. The Redevelopment Project, in addition to the necessity of demolishing buildings to eradicate blight, involves a substantial investment in public improvements in order to bring the Redevelopment Project components together in a way that facilitates the use of the site and the public investments from MSU and the City. The limited size of the Redevelopment Area and the lack of available parking in the surrounding area necessitates the construction of a parking garage as part of the Redevelopment Project, which is a substantial expense. The location of the Redevelopment Area in the path of Jordan Creek requires the Stormwater Improvements and some related Sanitary Sewer Improvements. The deterioration of E. Phelps Street requires additional expenditure for the Street Improvements.

As shown in the attached, the Redeveloper's return on investment, if forced to take on the expenses anticipated to be repaid from State Supplemental TIF, would be such that the Redeveloper could not be expected to undertake the Redevelopment Project. The City and MSU, while willing to provide initial funding for such portion of the Redevelopment Project, were not willing to proceed without the approval by the State of State Supplemental TIF reimbursement as provided in the Plan. As described in the Plan, all TIF Revenues and State Supplemental TIF amounts will reimburse public improvement expenditures initially funded by the City and MSU. Without this initial funding and the eventual reimbursement from TIF Revenues and State Supplemental TIF, the Redeveloper would be forced to bear the costs of these amounts and the Redevelopment Project would not produce a return on investment that would support the Redeveloper's participation in the Redevelopment Project.

[Attach Redeveloper's Return on Investment Calculations Below]

Project Costs

The applicant estimates that the total cost of completing the development project will be \$55,397,284, as set forth in the table below.

Cost Category	Total Cost	Private Costs	Public Costs					Redevelopment Project Costs	Reimbursable Project Costs
		Vecino	Vecino / New Market Tax Credits	MSU	City	TDD	Funding to be Determined		
Office Building	25,000,000	25,000,000	-	-	-	-	-	25,000,000	-
Central Commons	750,000	-	-	-	-	-	750,000	750,000	-
JVIC Expansion	14,397,284	-	9,797,284	4,600,000	-	-	-	14,397,284	-
Stormwater Improvements	2,130,000	-	-	-	2,130,000	-	-	2,130,000	2,130,000
Street Improvements	800,000	-	-	-	800,000	-	-	800,000	800,000
Sanitary Sewer Improvements	220,000	-	-	-	220,000	-	-	220,000	220,000
Parking Garage	12,000,000	-	-	6,000,000	-	6,000,000	-	12,000,000	3,000,000
TIF Formation Costs	100,000	-	-	-	100,000	-	-	100,000	100,000
Totals	55,397,284	25,000,000	9,797,284	10,600,000	3,250,000	6,000,000	750,000	55,397,284	6,250,000

Sources of Funds

Public:

If the redevelopment plan is approved, TIF will be used to finance \$6,150,000 of the Developer's costs.

New Market Tax Credits, MSU, the City of Springfield, and TBD will also be contributing funds to the development totaling \$24,397,284.

Private:

If the redevelopment plan is approved, cash reserves, financing sources, and investment partners will be used to fund the remaining \$25,000,000.

Financial Feasibility

<u>With TIF</u>	
Developer's Costs	25,000,000
Public Sources	6,150,000
15-year Net Positive Cash Flow After Debt Service	3,607,381
Pre-Tax 15-year IRR	5.14%
<u>Without TIF</u>	
Developer's Costs	31,150,000
Public Sources	-
15-year Net Positive Cash Flow After Debt Service	4,995
Pre-Tax 15-year IRR	-0.86%
Impact to equity performance	
	-6.00%

SUPPORTING CALCULATIONS – WITH TIF

Sources & Uses

Sources & Uses						
		Construction Sources	Post Construction Completion Sources	Permanent Sources	%	
PERMANENT SOURCES OF FUNDS						
Investor Member's equity		-	-	-	0.0%	
First Mortgage	70.00%	-	17,471,275	17,471,275	70.0%	
Second Mortgage		-	-	-	0.0%	
Grant		-	-	-	0.0%	
Deferred developer fee		-	-	-	0.0%	
Equity		7,487,689	-	7,487,689	30.0%	
Construction loan		17,471,275	(17,471,275)	-	0.0%	
Total Sources Of Funds		\$24,958,965	\$0	\$24,958,965	100.0%	
PERMANENT USES OF FUNDS						
		Construction Uses	Post Construction Uses	Total Uses	%	\$ / sf
Acquisition Costs						
Land		300,000	-	300,000	1.2%	2.8
Building		0	-	-	0.0%	0.0
Hard Costs						
	Square Feet					
Construction (including GC's)	105,705	14,339,056	-	14,339,056	57.5%	135.7
Contractor Fee	6.00% of construction cost	860,343	-	860,343	3.4%	8.1
Insurance		114,712	-	114,712	0.5%	1.1
Bond		143,391	-	143,391	0.6%	1.4
Contingency	10.00% of construction cost	1,545,750	-	1,545,750	6.2%	14.6
Infill	40.00 89,600	3,584,000	-	3,584,000	14.4%	33.9
Construction Management Fee		120,000	-	120,000	0.5%	1.1
Due Diligence Costs						
Architect Fee	5.00% of construction cost	850,163	-	850,163	3.4%	8.0
MEP		212,000	-	212,000	0.8%	2.0
Civil Engineering		75,000	-	75,000	0.3%	0.7
Structural Engineering		80,000	-	80,000	0.3%	0.8
Appraisal		5,000	-	5,000	0.0%	0.0
Survey		15,000	-	15,000	0.1%	0.1
Environmental Study		10,000	-	10,000	0.0%	0.1
Material Testing		15,000	-	15,000	0.1%	0.1
Legal fees		100,000	-	100,000	0.4%	0.9
Financing Costs						
Construction loan interest		400,000	-	400,000	1.6%	3.8
Construction loan origination costs		10,000	-	10,000	0.0%	0.1
Construction loan legal		10,000	-	10,000	0.0%	0.1
Construction - closing, title & recording		50,000	-	50,000	0.2%	0.5
Permanent loan fee		10,000	-	10,000	0.0%	0.1
Indirect Construction Costs						
Development fee	5.00% of total hard cost	1,029,363	-	1,029,363	4.1%	9.7
Fees / Taxes						
Builders Risk Insurance		50,187	-	50,187	0.2%	0.5
Tap / Impact Fees		30,000	-	30,000	0.1%	0.3
Building permits		35,000	-	35,000	0.1%	0.3
NMTC Fees		0	-	-	0.0%	0.0
Signage		150,000	-	150,000	0.6%	1.4
Real Estate Taxes		50,000	-	50,000	0.2%	0.5
Accounting		25,000	-	25,000	0.1%	0.2
Soft cost contingency		140,000	-	140,000	0.6%	1.3
FF&E		250,000	-	250,000	1.0%	2.4
Escrows / Reserves						
Replacement reserve		0	-	-	0.0%	0.0
Operating reserve		350,000	-	350,000	1.4%	3.3
Total Uses Of Funds		\$24,958,965	\$0	\$24,958,965	100.0%	236.1

OPERATING EXPENSES														

Loan Amount 17,471,275
Amortization Years 30 Years
Interest Rate 4.00%
Annual Payment \$1,010,366

Amortization

Years	Beginning	Payment	Interest	Principal	Ending Balance
1	\$17,471,275	\$1,010,366	\$698,851	\$311,515	\$17,159,761
2	\$17,159,761	\$1,010,366	\$686,390	\$323,975	\$16,835,786
3	\$16,835,786	\$1,010,366	\$673,431	\$336,934	\$16,498,852
4	\$16,498,852	\$1,010,366	\$659,954	\$350,412	\$16,148,440
5	\$16,148,440	\$1,010,366	\$645,938	\$364,428	\$15,784,012
6	\$15,784,012	\$1,010,366	\$631,360	\$379,005	\$15,405,007
7	\$15,405,007	\$1,010,366	\$616,200	\$394,165	\$15,010,842
8	\$15,010,842	\$1,010,366	\$600,434	\$409,932	\$14,600,910
9	\$14,600,910	\$1,010,366	\$584,036	\$426,329	\$14,174,580
10	\$14,174,580	\$1,010,366	\$566,983	\$443,382	\$13,731,198
11	\$13,731,198	\$1,010,366	\$549,248	\$461,118	\$13,270,080
12	\$13,270,080	\$1,010,366	\$530,803	\$479,562	\$12,790,518
13	\$12,790,518	\$1,010,366	\$511,621	\$498,745	\$12,291,773
14	\$12,291,773	\$1,010,366	\$491,671	\$518,695	\$11,773,079
15	\$11,773,079	\$1,010,366	\$470,923	\$539,442	\$11,233,636
16	\$11,233,636	\$1,010,366	\$449,345	\$561,020	\$10,672,616
17	\$10,672,616	\$1,010,366	\$426,905	\$583,461	\$10,089,155
18	\$10,089,155	\$1,010,366	\$403,566	\$606,799	\$9,482,356
19	\$9,482,356	\$1,010,366	\$379,294	\$631,071	\$8,851,284
20	\$8,851,284	\$1,010,366	\$354,051	\$656,314	\$8,194,970
21	\$8,194,970	\$1,010,366	\$327,799	\$682,567	\$7,512,403
22	\$7,512,403	\$1,010,366	\$300,496	\$709,869	\$6,802,534
23	\$6,802,534	\$1,010,366	\$272,101	\$738,264	\$6,064,269
24	\$6,064,269	\$1,010,366	\$242,571	\$767,795	\$5,296,475
25	\$5,296,475	\$1,010,366	\$211,859	\$798,507	\$4,497,968
26	\$4,497,968	\$1,010,366	\$179,919	\$830,447	\$3,667,521
27	\$3,667,521	\$1,010,366	\$146,701	\$863,665	\$2,803,856
28	\$2,803,856	\$1,010,366	\$112,154	\$898,211	\$1,905,645
29	\$1,905,645	\$1,010,366	\$76,226	\$934,140	\$971,505
30	\$971,505	\$1,010,366	\$38,860	\$971,505	(\$0)
31	(\$0)	\$1,010,366	(\$0)	\$1,010,366	(\$1,010,366)
32	(\$1,010,366)	\$1,010,366	(\$40,415)	\$1,050,780	(\$2,061,146)
33	(\$2,061,146)	\$1,010,366	(\$82,446)	\$1,092,811	(\$3,153,957)
34	(\$3,153,957)	\$1,010,366	(\$126,158)	\$1,136,524	(\$4,290,481)
35	(\$4,290,481)	\$1,010,366	(\$171,619)	\$1,181,985	(\$5,472,466)
36	(\$5,472,466)	\$1,010,366	(\$218,899)	\$1,229,264	(\$6,701,730)
37	(\$6,701,730)	\$1,010,366	(\$268,069)	\$1,278,435	(\$7,980,165)
38	(\$7,980,165)	\$1,010,366	(\$319,207)	\$1,329,572	(\$9,309,737)
39	(\$9,309,737)	\$1,010,366	(\$372,389)	\$1,382,755	(\$10,692,492)
40	(\$10,692,492)	\$1,010,366	(\$427,700)	\$1,438,065	(\$12,130,557)

PROFORMA OPERATING STATEMENT																		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
			12/31/2022	Dec-23	Dec-24	Dec-25	Dec-26	Dec-27	Dec-28	Dec-29	Dec-30	Dec-31	Dec-32	Dec-33	Dec-34	Dec-35	Dec-36	
Rent Escalation:				2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Office		Rental Rate / sf																
1.0	Full Service Gross Lease	23.00	1,921,420	1,969,456	2,018,692	2,069,159	2,120,888	2,173,910	2,228,258	2,283,965	2,341,064	2,399,590	2,459,580	2,521,070	2,584,096	2,648,699	2,714,916	
Retail																		
1.0	Full Service Gross Lease	16.00	96,960	99,384	101,869	104,415	107,026	109,701	112,444	115,255	118,136	121,090	124,117	127,220	130,400	133,660	137,002	
Potential Gross Rent			2,018,380	2,068,840	2,120,560	2,173,574	2,227,914	2,283,612	2,340,702	2,399,220	2,459,200	2,520,680	2,583,697	2,648,289	2,714,497	2,782,359	2,851,918	
			40.00%	15.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	
Vacancy			(807,352)	(310,326)	(106,028)	(108,679)	(111,396)	(114,181)	(117,035)	(119,961)	(122,960)	(126,034)	(129,185)	(132,414)	(135,725)	(139,118)	(142,596)	
Other Income Escalation:				2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Other Income			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Effective Gross Income:			1,211,028	1,758,514	2,014,532	2,064,896	2,116,518	2,169,431	2,223,667	2,279,259	2,336,240	2,394,646	2,454,512	2,515,875	2,578,772	2,643,241	2,709,322	
Operating Expense Escalation:				2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Operating Expenses:																		
General & Administrative			15,000	15,375	15,759	16,153	16,557	16,971	17,395	17,830	18,276	18,733	19,201	19,681	20,173	20,678	21,195	
Insurance			72,000	73,800	75,645	77,536	79,475	81,461	83,498	85,585	87,725	89,918	92,166	94,470	96,832	99,253	101,734	
Staff & Personnel			50,400	51,660	52,952	54,275	55,632	57,023	58,449	59,910	61,408	62,943	64,516	66,129	67,782	69,477	71,214	
Contract Services			27,600	28,290	28,997	29,722	30,465	31,227	32,008	32,808	33,628	34,469	35,330	36,214	37,119	38,047	38,998	
Repairs & Maintenance			53,000	54,325	55,683	57,075	58,502	59,965	61,464	63,000	64,575	66,190	67,844	69,541	71,279	73,061	74,888	
Utilities			150,000	153,750	157,594	161,534	165,572	169,711	173,954	178,303	182,760	187,329	192,013	196,813	201,733	206,777	211,946	
Real Estate Taxes			360,000	369,000	378,225	387,681	397,373	407,307	417,490	427,927	438,625	449,591	460,830	472,351	484,160	496,264	508,671	
Property Management Fees			4.00%	48,441	70,341	80,581	82,596	84,661	86,777	88,947	91,170	93,450	95,786	98,180	100,635	103,151	105,730	108,373
Total Operating Expenses:			776,441	816,541	845,436	866,572	888,237	910,442	933,203	956,534	980,447	1,004,958	1,030,082	1,055,834	1,082,230	1,109,286	1,137,018	
Net Operating Income			434,587	941,973	1,169,096	1,198,324	1,228,282	1,258,989	1,290,463	1,322,725	1,355,793	1,389,688	1,424,430	1,460,041	1,496,542	1,533,955	1,572,304	
Debt Service			I/O thru 2 years of operations	742,529	742,529	1,010,366	1,010,366	1,010,366	1,010,366	1,010,366	1,010,366	1,010,366	1,010,366	1,010,366	1,010,366	1,010,366	1,010,366	1,010,366
DSCR			0.59	1.27	1.16	1.19	1.22	1.25	1.28	1.31	1.34	1.38	1.41	1.45	1.48	1.52	1.56	
Cash Flow from Operations			(307,942)	199,444	158,731	187,958	217,916	248,623	280,098	312,359	345,428	379,322	414,065	449,675	486,176	523,590	561,939	
Replacement Reserves Per Unit Per Year			-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Deferred Developer Fee			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Release of Operating Reserve			(350,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Residual Distributable Cash Flow			42,058	199,444	158,731	87,958	117,916	148,623	180,098	212,359	245,428	279,322	314,065	349,675	386,176	423,590	461,939	

Expense Ratio w/out reserves	64.11%	46.43%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%
Expense Ratio w/ reserves	64.11%	46.43%	41.97%	46.81%	46.69%	46.58%	46.46%	46.35%	46.25%	46.14%	46.04%	45.94%	45.84%	45.75%	45.66%	45.57%	45.48%
Yield on Cost	1.74%	3.77%	4.68%	4.80%	4.92%	5.04%	5.17%	5.30%	5.43%	5.57%	5.71%	5.85%	6.00%	6.15%	6.30%	6.45%	6.60%

PIS Date																	
Hypothetical Investment Timeline:		12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035	12/31/2036
Gross Free Cash Flow		42,058	199,444	158,731	87,958	117,916	148,623	180,098	212,359	245,428	279,322	314,065	349,675	386,176	423,590	461,939	6.50%
Sale																24,189,298	
Less Loans																(\$12,291,773)	
Less 3% Transaction Costs																(\$725,679)	
Hypothetical Private Capital Investment		(7,487,689)															
Total Pre-Tax Cash Flows		(7,487,689)	42,058	199,444	158,731	87,958	117,916	148,623	180,098	212,359	245,428	279,322	314,065	349,675	386,176	423,590	11,633,785
Cash on Cash Return			0.56%	2.66%	2.12%	1.17%	1.57%	1.98%	2.41%	2.84%	3.28%	3.73%	4.19%	4.67%	5.16%	5.66%	6.17%
Pre-Tax IRR		5.14%															
Investor Split of Cash Flows		100.00%															
Hypothetical Private Capital Investment		(7,487,689)	42,058	199,444	158,731	87,958	117,916	148,623	180,098	212,359	245,428	279,322	314,065	349,675	386,176	423,590	11,633,785
Cash on Cash Return			0.56%	2.66%	2.12%	1.17%	1.57%	1.98%	2.41%	2.84%	3.28%	3.73%	4.19%	4.67%	5.16%	5.66%	6.17%
IRR		5.14%															

SUPPORTING CALCULATIONS – WITHOUT TIF

Sources & Uses

Sources & Uses						
		Construction Sources	Post Construction Completion Sources	Permanent Sources	%	
PERMANENT SOURCES OF FUNDS						
Investor Member's equity - Federal LIHTC		-	-	-	0.0%	
First Mortgage	70.00%	-	21,776,275	21,776,275	70.0%	
Second Mortgage		-	-	-	0.0%	
Grant		-	-	-	0.0%	
Deferred developer fee		-	-	-	0.0%	
Equity		9,332,689	-	9,332,689	30.0%	
Construction loan		21,776,275	(21,776,275)	-	0.0%	
Total Sources Of Funds		\$31,108,965	\$0	\$31,108,965	100.0%	
PERMANENT USES OF FUNDS						
		Construction Uses	Post Construction Uses	Total Uses	%	\$ / sf
Acquisition Costs						
Land		300,000	-	300,000	1.0%	2.8
Stormwater, Street, & Sanitary Improvements		3,150,000	-	3,150,000	10.1%	29.8
Parking Garage		3,000,000	-	3,000,000	9.6%	28.4
Hard Costs						
	<u>Square Feet</u>					
Construction (including GC's)	105,705	14,339,056	-	14,339,056	46.1%	135.7
Contractor Fee	6.00% of construction cost	860,343	-	860,343	2.8%	8.1
Insurance		114,712	-	114,712	0.4%	1.1
Bond		143,391	-	143,391	0.5%	1.4
Contingency	10.00% of construction cost	1,545,750	-	1,545,750	5.0%	14.6
Infill	40.00 89,600	3,584,000	-	3,584,000	11.5%	33.9
Construction Management Fee		120,000	-	120,000	0.4%	1.1
Due Diligence Costs						
Architect Fee	5.00% of construction cost	850,163	-	850,163	2.7%	8.0
MEP		212,000	-	212,000	0.7%	2.0
Civil Engineering		75,000	-	75,000	0.2%	0.7
Structural Engineering		80,000	-	80,000	0.3%	0.8
Appraisal		5,000	-	5,000	0.0%	0.0
Survey		15,000	-	15,000	0.0%	0.1
Environmental Study		10,000	-	10,000	0.0%	0.1
Material Testing		15,000	-	15,000	0.0%	0.1
Legal fees		100,000	-	100,000	0.3%	0.9
Financing Costs						
Construction loan interest		400,000	-	400,000	1.3%	3.8
Construction loan origination costs		10,000	-	10,000	0.0%	0.1
Construction loan legal		10,000	-	10,000	0.0%	0.1
Construction - closing, title & recording		50,000	-	50,000	0.2%	0.5
Permanent loan fee		10,000	-	10,000	0.0%	0.1
Indirect Construction Costs						
Development fee	5.00% of total hard cost	1,029,363	-	1,029,363	3.3%	9.7
Fees / Taxes						
Builders Risk Insurance		50,187	-	50,187	0.2%	0.5
Tap / Impact Fees		30,000	-	30,000	0.1%	0.3
Building permits		35,000	-	35,000	0.1%	0.3
NMTC Fees		0	-	-	0.0%	0.0
Signage		150,000	-	150,000	0.5%	1.4
Real Estate Taxes		50,000	-	50,000	0.2%	0.5
Accounting		25,000	-	25,000	0.1%	0.2
Soft cost contingency		140,000	-	140,000	0.5%	1.3
FF&E		250,000	-	250,000	0.8%	2.4
Escrows / Reserves						
Replacement reserve		0	-	-	0.0%	0.0
Operating reserve		350,000	-	350,000	1.1%	3.3
Total Uses Of Funds		\$31,108,965	\$0	\$31,108,965	100.0%	294.3

Loan Amount 21,776,275
 Amortization Years 30 Years
 Interest Rate 4.00%
 Annual Payment \$1,259,324

Amortization

Years	Beginning	Payment	Interest	Principal	Ending Balance
1	\$21,776,275	\$1,259,324	\$871,051	\$388,273	\$21,388,002
2	\$21,388,002	\$1,259,324	\$855,520	\$403,804	\$20,984,198
3	\$20,984,198	\$1,259,324	\$839,368	\$419,956	\$20,564,242
4	\$20,564,242	\$1,259,324	\$822,570	\$436,754	\$20,127,487
5	\$20,127,487	\$1,259,324	\$805,099	\$454,225	\$19,673,263
6	\$19,673,263	\$1,259,324	\$786,931	\$472,394	\$19,200,869
7	\$19,200,869	\$1,259,324	\$768,035	\$491,289	\$18,709,580
8	\$18,709,580	\$1,259,324	\$748,383	\$510,941	\$18,198,639
9	\$18,198,639	\$1,259,324	\$727,946	\$531,379	\$17,667,260
10	\$17,667,260	\$1,259,324	\$706,690	\$552,634	\$17,114,626
11	\$17,114,626	\$1,259,324	\$684,585	\$574,739	\$16,539,887
12	\$16,539,887	\$1,259,324	\$661,595	\$597,729	\$15,942,159
13	\$15,942,159	\$1,259,324	\$637,686	\$621,638	\$15,320,521
14	\$15,320,521	\$1,259,324	\$612,821	\$646,503	\$14,674,017
15	\$14,674,017	\$1,259,324	\$586,961	\$672,363	\$14,001,654
16	\$14,001,654	\$1,259,324	\$560,066	\$699,258	\$13,302,396
17	\$13,302,396	\$1,259,324	\$532,096	\$727,228	\$12,575,168
18	\$12,575,168	\$1,259,324	\$503,007	\$756,317	\$11,818,850
19	\$11,818,850	\$1,259,324	\$472,754	\$786,570	\$11,032,280
20	\$11,032,280	\$1,259,324	\$441,291	\$818,033	\$10,214,247
21	\$10,214,247	\$1,259,324	\$408,570	\$850,754	\$9,363,493
22	\$9,363,493	\$1,259,324	\$374,540	\$884,784	\$8,478,708
23	\$8,478,708	\$1,259,324	\$339,148	\$920,176	\$7,558,532
24	\$7,558,532	\$1,259,324	\$302,341	\$956,983	\$6,601,550
25	\$6,601,550	\$1,259,324	\$264,062	\$995,262	\$5,606,287
26	\$5,606,287	\$1,259,324	\$224,251	\$1,035,073	\$4,571,215
27	\$4,571,215	\$1,259,324	\$182,849	\$1,076,476	\$3,494,739
28	\$3,494,739	\$1,259,324	\$139,790	\$1,119,535	\$2,375,205
29	\$2,375,205	\$1,259,324	\$95,008	\$1,164,316	\$1,210,889
30	\$1,210,889	\$1,259,324	\$48,436	\$1,210,889	(\$0)
31	(\$0)	\$1,259,324	(\$0)	\$1,259,324	(\$1,259,324)
32	(\$1,259,324)	\$1,259,324	(\$50,373)	\$1,309,697	(\$2,569,021)
33	(\$2,569,021)	\$1,259,324	(\$102,761)	\$1,362,085	(\$3,931,106)
34	(\$3,931,106)	\$1,259,324	(\$157,244)	\$1,416,568	(\$5,347,675)
35	(\$5,347,675)	\$1,259,324	(\$213,907)	\$1,473,231	(\$6,820,906)
36	(\$6,820,906)	\$1,259,324	(\$272,836)	\$1,532,160	(\$8,353,066)
37	(\$8,353,066)	\$1,259,324	(\$334,123)	\$1,593,447	(\$9,946,513)
38	(\$9,946,513)	\$1,259,324	(\$397,861)	\$1,657,185	(\$11,603,698)
39	(\$11,603,698)	\$1,259,324	(\$464,148)	\$1,723,472	(\$13,327,170)
40	(\$13,327,170)	\$1,259,324	(\$533,087)	\$1,792,411	(\$15,119,581)

PROFORMA OPERATING STATEMENT																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		12/31/2022	Dec-23	Dec-24	Dec-25	Dec-26	Dec-27	Dec-28	Dec-29	Dec-30	Dec-31	Dec-32	Dec-33	Dec-34	Dec-35	Dec-36	
Rent Escalation:			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Office	Rental Rate / sf																
1.0	Full Service Gross Lease	23.00	1,921,420	1,969,456	2,018,692	2,069,159	2,120,888	2,173,910	2,228,258	2,283,965	2,341,064	2,399,590	2,459,580	2,521,070	2,584,096	2,648,699	2,714,916
Retail																	
1.0	Full Service Gross Lease	16.00	96,960	99,384	101,869	104,415	107,026	109,701	112,444	115,255	118,136	121,090	124,117	127,220	130,400	133,660	137,002
Potential Gross Rent		2,018,380	2,068,840	2,120,560	2,173,574	2,227,914	2,283,612	2,340,702	2,399,220	2,459,200	2,520,680	2,583,697	2,648,289	2,714,497	2,782,359	2,851,918	
		40.00%	15.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	
Vacancy		(807,352)	(310,326)	(106,028)	(108,679)	(111,396)	(114,181)	(117,035)	(119,961)	(122,960)	(126,034)	(129,185)	(132,414)	(135,725)	(139,118)	(142,596)	
Other Income Escalation:			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Other Income		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Effective Gross Income:		1,211,028	1,758,514	2,014,532	2,064,896	2,116,518	2,169,431	2,223,667	2,279,259	2,336,240	2,394,646	2,454,512	2,515,875	2,578,772	2,643,241	2,709,322	
Operating Expense Escalation:			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Operating Expenses:																	
General & Administrative		15,000	15,375	15,759	16,153	16,557	16,971	17,395	17,830	18,276	18,733	19,201	19,681	20,173	20,678	21,195	
Insurance		72,000	73,800	75,645	77,536	79,475	81,461	83,498	85,585	87,725	89,918	92,166	94,470	96,832	99,253	101,734	
Staff & Personnel		50,400	51,660	52,952	54,275	55,632	57,023	58,449	59,910	61,408	62,943	64,516	66,129	67,782	69,477	71,214	
Contract Services		27,600	28,290	28,997	29,722	30,465	31,227	32,008	32,808	33,628	34,469	35,330	36,214	37,119	38,047	38,998	
Repairs & Maintenance		53,000	54,325	55,683	57,075	58,502	59,965	61,464	63,000	64,575	66,190	67,844	69,541	71,279	73,061	74,888	
Utilities		150,000	153,750	157,594	161,534	165,572	169,711	173,954	178,303	182,760	187,329	192,013	196,813	201,733	206,777	211,946	
Real Estate Taxes		360,000	369,000	378,225	387,681	397,373	407,307	417,490	427,927	438,625	449,591	460,830	472,351	484,160	496,264	508,671	
Property Management Fees		4.00%	48,441	70,341	80,581	82,596	84,661	86,777	88,947	91,170	93,450	95,786	98,180	100,635	103,151	105,730	108,373
Total Operating Expenses:		776,441	816,541	845,436	866,572	888,237	910,442	933,203	956,534	980,447	1,004,958	1,030,082	1,055,834	1,082,230	1,109,286	1,137,018	
Net Operating Income		434,587	941,973	1,169,096	1,198,324	1,228,282	1,258,989	1,290,463	1,322,725	1,355,793	1,389,688	1,424,430	1,460,041	1,496,542	1,533,955	1,572,304	
Debt Service		I/O thru 2 years of operations	925,492	925,492	1,259,324	1,259,324	1,259,324	1,259,324	1,259,324	1,259,324	1,259,324	1,259,324	1,259,324	1,259,324	1,259,324	1,259,324	
DSCR		0.47	1.02	0.93	0.95	0.98	1.00	1.02	1.05	1.08	1.10	1.13	1.16	1.19	1.22	1.25	
Cash Flow from Operations		(490,905)	16,481	(90,228)	(61,001)	(31,043)	(335)	31,139	63,401	96,469	130,364	165,106	200,717	237,218	274,631	312,980	
Replacement Reserves Per Unit Per Year		-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Deferred Developer Fee		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Release of Operating Reserve		(350,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Residual Distributable Cash Flow		(140,905)	16,481	(90,228)	(161,001)	(131,043)	(100,335)	(68,861)	(36,599)	(3,531)	30,364	65,106	100,717	137,218	174,631	212,980	

Expense Ratio w/out reserves	64.11%	46.43%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%	41.97%
Expense Ratio w/ reserves	64.11%	46.43%	41.97%	46.81%	46.69%	46.58%	46.46%	46.35%	46.25%	46.14%	46.04%	45.94%	45.84%	45.75%	45.66%
Yield on Cost	1.40%	3.03%	3.76%	3.85%	3.95%	4.05%	4.15%	4.25%	4.36%	4.47%	4.58%	4.69%	4.81%	4.93%	5.05%

PIS Date		12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035	12/31/2036
Hypothetical Investment Timeline:																	
Gross Free Cash Flow		(140,905)	16,481	(90,228)	(161,001)	(131,043)	(100,335)	(68,861)	(36,599)	(3,531)	30,364	65,106	100,717	137,218	174,631	212,980	
Sale																	24,189,298
Less Loans																	(\$15,320,521)
Less 3% Transaction Costs																	(\$725,679)
Hypothetical Private Capital Investment	(9,332,689)																
Total Pre-Tax Cash Flows	(9,332,689)	(140,905)	16,481	(90,228)	(161,001)	(131,043)	(100,335)	(68,861)	(36,599)	(3,531)	30,364	65,106	100,717	137,218	174,631	8,356,078	
Cash on Cash Return		-1.51%	0.18%	-0.97%	-1.73%	-1.40%	-1.08%	-0.74%	-0.39%	-0.04%	0.33%	0.70%	1.08%	1.47%	1.87%	2.28%	
Pre-Tax IRR	-0.86%																
Investor Split of Cash Flows	100.00%																
Hypothetical Private Capital Investment	(9,332,689)	(140,905)	16,481	(90,228)	(161,001)	(131,043)	(100,335)	(68,861)	(36,599)	(3,531)	30,364	65,106	100,717	137,218	174,631	8,356,078	
Cash on Cash Return		-1.51%	0.18%	-0.97%	-1.73%	-1.40%	-1.08%	-0.74%	-0.39%	-0.04%	0.33%	0.70%	1.08%	1.47%	1.87%	2.28%	
IRR	-0.86%																

6.50%

Tax Increment Financing Commission of the City of Springfield, Missouri

Notice of Amendment

to the Springfield IDEA Commons Tax Increment Financing Plan

To: Taxing Districts (Distribution List attached)

Date: April 27, 2020

You have been previously notified by letters dated March 20, 2020 and March 31, 2020 that the Tax Increment Financing Commission of the City of Springfield, Missouri (the “Commission”) will hold a public hearing at 4:30 p.m. on Monday, May 4, 2020 to consider the Springfield IDEA Commons Tax Increment Financing Plan (the “Redevelopment Plan”), the designation of the proposed redevelopment area (the “Redevelopment Area”), and the adoption of the redevelopment project described in the Redevelopment Plan (the “Redevelopment Project”) for the redevelopment of property in the Redevelopment Area. You were further notified that, due to concerns with coronavirus safety, the City will post updates on the method of holding the hearing on its website on the “City Calendar” page, which may be accessed by visiting the main City webpage at <https://www.springfieldmo.gov/>, selecting the “Government” tab and then the “City Calendar” link. Such updates will appear as an entry for May 4, 2020.

The purpose of this letter is to provide notice of the First Amendment to the Springfield IDEA Commons Tax Increment Financing Plan (the “First Amendment”). The purpose of the First Amendment is to (1) provide additional and updated evidence of commitments to finance the Redevelopment Project by supplementing Exhibit 9 to the Redevelopment Plan, and (2) provide corrected supporting calculations to the developer’s affidavit by replacing Exhibit 11 to the Redevelopment Plan.

As part of its response to the spread of coronavirus, the City has temporarily closed the Busch Municipal Building (where documents are normally filed for public inspection) to the public. For this reason, a copy of the First Amendment will be available, together with the Redevelopment Plan, for your inspection on the City’s website, which can be accessed by visiting the main City webpage at <https://www.springfieldmo.gov/>, selecting the “Business” tab, then the “Economic Development” link, and then the “Tax Increment Financing” link. You can also simply type “Tax Increment Financing” in the City website’s internal “How can we help” search engine and follow the link to the correct page.

All taxing districts receiving this notice are invited to attend the hearing and/or to submit comments to the Commission prior to the date of the hearing.

ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE PUBLIC HEARING.

**Tax Increment Financing Commission
of the City of Springfield, Missouri**
Busch Municipal Building
840 Boonville, Springfield, Missouri

Taxing Districts -- Distribution List

City of Springfield Anita Cotter, City Clerk Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802	City of Springfield David Holtmann, Finance Director Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802
Springfield R-12 School District Dr. John Jungmann, Superintendent 1359 E St Louis St. Springfield, MO 65802	Springfield R-12 School District Tim Rosenbury, President 1359 E St Louis St. Springfield, MO 65802
Ozarks Technical Community College Hal Higdon, Chancellor and President 1001 E. Chestnut Expressway Springfield, MO 65802	Ozarks Technical Community College Jennifer Kennally, Board Chair 1001 E. Chestnut Expressway Springfield, MO 65802
Springfield-Greene County Library District Regina Greer Cooper, Executive Director 4653 S. Campbell Ave. Springfield, MO 65810	Greene County, Missouri Harold Bengsch, Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802
Greene County, Missouri Bob Dixon, Presiding Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802	Greene County, Missouri John C Russell, Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802
Greene County Highway Department Rick Artman, Administrator 2065 N Clifton Ave Springfield, MO 65803	Abilities First (County Disability Program) Jan Kraft, Executive Director 3216 S. National Ave. Springfield, MO 65807
Greene County, Missouri Rick Kessinger, Assessor 940 Boonville, Room 37 Springfield, MO 65802	Greene County, Missouri Leah Betts, Collector 940 Boonville, Room 107 Springfield, MO 65802
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High St. Jefferson City, MO 65101	Missouri Director of Revenue, County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street P.O. Box 453 Jefferson City, MO 65102-0453
Missouri Department of Economic Development Rob Dixon, Director P.O. Box 1157 Jefferson City, MO 65101	Missouri Department of Revenue Blind Pension Fund 221 West High Street Jefferson City, MO 65102
State Tax Commission of Missouri 301 West High Street, Room 840 P.O. Box 146 Jefferson City, MO 65102	Greene County Senior Citizens' Services Fund P.O. Box 9766 Springfield, MO 65801
Downtown Springfield Community Improvement District 650 N. Boonville, Suite 100 Springfield, MO 65806	

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APR 27 2020

BLANK FINANCE UNIT

PS Form 3811, July 2015 PSN 7530-02-000-9053

1. Article Addressed to:
 Abilities First (County Disability Program)
 Jan Kraft, Executive Director
 3216 S. National Ave.
 Springfield, MO 65807

2. Article Number (Transfer from service label)
 9590 9402 5109 9092 0877 63

3. Service Type
☐ Adult Signature
☒ Certified Mail®
☐ Collect on Delivery
☐ Registered Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☐ No

5. Is delivery address different from item 1? ☐ Yes ☐ No

6. Certified Mail Fee
 \$ 3.55

7. Return Receipt (hardcopy)
☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

8. Postage
 \$ 1.60

9. Total Postage and Fees
 \$ 6.00

10. Sent to:
 Abilities First (County Disability Program)
 Jan Kraft, Executive Director
 3216 S. National Ave.
 Springfield, MO 65807

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BLANK FINANCE UNIT

PS Form 3811, July 2015 PSN 7530-02-000-9053

1. Article Addressed to:
 City of Springfield
 Anita Cotter, City Clerk
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

2. Article Number (Transfer from service label)
 9590 9402 5109 9092 0879 23

3. Service Type
☐ Adult Signature
☒ Certified Mail®
☐ Collect on Delivery
☐ Registered Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☐ No

5. Is delivery address different from item 1? ☐ Yes ☐ No

6. Certified Mail Fee
 \$ 3.55

7. Return Receipt (hardcopy)
☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

8. Postage
 \$ 1.60

9. Total Postage and Fees
 \$ 8.00

10. Sent to:
 City of Springfield
 Anita Cotter, City Clerk
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

7017 1070 0000 2884 0591

7017 1070 0000 2884 0751

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Abilities First (County Disability Program)
 Jan Kraft, Executive Director
 3216 S. National Ave.
 Springfield, MO 65807

2. Article Number (Transfer from service label)
 9590 9402 5109 9092 0877 63

3. Service Type
☐ Adult Signature
☒ Certified Mail®
☐ Collect on Delivery
☐ Registered Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☐ No

5. Is delivery address different from item 1? ☐ Yes ☐ No

6. Certified Mail Fee
 \$ 3.55

7. Return Receipt (hardcopy)
☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

8. Postage
 \$ 1.60

9. Total Postage and Fees
 \$ 6.00

10. Sent to:
 Abilities First (County Disability Program)
 Jan Kraft, Executive Director
 3216 S. National Ave.
 Springfield, MO 65807

11. Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
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 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 City of Springfield
 Anita Cotter, City Clerk
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

2. Article Number (Transfer from service label)
 9590 9402 5109 9092 0879 23

3. Service Type
☐ Adult Signature
☒ Certified Mail®
☐ Collect on Delivery
☐ Registered Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☐ No

5. Is delivery address different from item 1? ☐ Yes ☐ No

6. Certified Mail Fee
 \$ 3.55

7. Return Receipt (hardcopy)
☒ Return Receipt (hardcopy) \$ 2.85
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

8. Postage
 \$ 1.60

9. Total Postage and Fees
 \$ 8.00

10. Sent to:
 City of Springfield
 Anita Cotter, City Clerk
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

11. Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Springfield
 David Holtmann, Finance Director
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

9590 9402 5109 9092 0878 17

7017 1070 0000 2884 0645

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature X S Holtmann ☐ Agent ☐ Addressee

B. Received by (Printed Name) LM 662 C. Date of Delivery 4/29/2020

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Downtown Springfield Community Improvement District
 650 N. Boonville, Suite 100
 Springfield, MO 65806

9590 9402 5109 9092 0878 24

7017 1070 0000 2884 0652

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature X B Baker ☐ Agent ☐ Addressee

B. Received by (Printed Name) LM 662 C. Date of Delivery 4/29/2020

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 1.60

Total Postage and Fees \$ 8.00

City of Springfield
 David Holtmann, Finance Director
 Busch Municipal Building
 840 Boonville Ave.
 Springfield, MO 65802

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APR 27 2020

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Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 1.60

Total Postage and Fees \$ 8.00

Downtown Springfield Community Improvement District
 650 N. Boonville, Suite 100
 Springfield, MO 65806

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$ **3.55**
 Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic) \$ **0.00**
☐ Certified Mail Restricted Delivery \$ **0.00**
☐ Adult Signature Required \$ **0.00**
☐ Adult Signature Restricted Delivery \$ **0.00**
 Postage \$ **1.60**
 Total Postage and Fees \$ **8.00**

Greene County Highway Department
 Rick Artman, Administrator
 2065 N Clifton Ave
 Springfield, MO 65803

PS Form 3811, July 2015 PSN 7530-02-000-9053 See Reverse for Instructions

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Certified Mail Fee \$ **3.55**
 Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic) \$ **0.00**
☐ Certified Mail Restricted Delivery \$ **0.00**
☐ Adult Signature Required \$ **0.00**
☐ Adult Signature Restricted Delivery \$ **0.00**
 Postage \$ **1.60**
 Total Postage and Fees \$ **8.00**

Greene County, Missouri
 Bob Dixon, Presiding Commissioner
 1443 N Robberson Ave., 10th Floor
 Springfield, MO 65802

PS Form 3811, July 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Greene County Highway Department
 Rick Artman, Administrator
 2065 N Clifton Ave
 Springfield, MO 65803

9590 9402 5109 9092 0878 79

2. Article Number (Transfer from service label)
 7017 1070 0000 2884 0706

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☐ Addressee
 B. Received by (Printed Name) *[Signature]* C. Date of Delivery *4-27*
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:
CO-19

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Greene County, Missouri
 Bob Dixon, Presiding Commissioner
 1443 N Robberson Ave., 10th Floor
 Springfield, MO 65802

9590 9402 5109 9092 0878 86

2. Article Number (Transfer from service label)
 7017 1070 0000 2884 0713

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent ☐ Addressee
 B. Received by (Printed Name) *[Signature]* C. Date of Delivery *4-20-2020*
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 1.66

Total Postage and Fees \$ 8.00

Greene County, Missouri
Harold Bengsch, Commissioner
1443 N Robberson Ave., 10th Floor
Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

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OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 1.66

Total Postage and Fees \$ 8.00

Greene County, Missouri
John C Russell, Commissioner
1443 N Robberson Ave., 10th Floor
Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

7017 1070 0000 2884 0614

7017 1070 0000 2884 0614

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
Harold Bengsch, Commissioner
1443 N Robberson Ave., 10th Floor
Springfield, MO 65802

9590 9402 5109 9092 0877 87

2. Article Number (Transfer from service label)

7017 1070 0000 2884 0614

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Priority Mail Express®

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
John C Russell, Commissioner
1443 N Robberson Ave., 10th Floor
Springfield, MO 65802

9590 9402 5109 9092 0877 70

2. Article Number (Transfer from service label)

7017 1070 0000 2884 0607

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Priority Mail Express®

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
 Leah Betts, Collector
 940 Boonville, Room 107
 Springfield, MO 65802

9590 9402 5109 9092 0877 56

2. Article Number (Transfer from service label)

7017 1070 0000 2884 0584

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COMPLETE THIS SECTION ON DELIVERY

A. Signature Diane Eastland Agent

B. Received by (Printed Name) APR 30 2020 C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Greene County, Missouri
 Rick Kessinger, Assessor
 940 Boonville, Room 37
 Springfield, MO 65802

9590 9402 5109 9092 0878 62

2. Article Number (Transfer from service label)

7017 1070 0000 2884 0690

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Diane Eastland Agent

B. Received by (Printed Name) APR 30 2020 C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 1.60

Total Postage and Fees \$ 8.00

Greene County, Missouri
 Leah Betts, Collector
 940 Boonville, Room 107
 Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

APR 27 2020

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Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 1.60

Total Postage and Fees \$ 8.00

Greene County, Missouri
 Rick Kessinger, Assessor
 940 Boonville, Room 37
 Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

APR 27 2020

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OFFICIAL USE

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☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
 Postage \$ **1.60**
 Total Postage and Fees \$ **8.00**
 Service **64112**
 Recipient Name **Greene County Senior Citizens' Services Fund**
 P.O. Box **9766**
 City **Springfield, MO 65801**
 PS Form 3811, July 2015 PSN 7530-02-000-9053

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APR 27 2020

U.S. Postal Service™ ID#A TIF 16100
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OFFICIAL USE

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☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
 Postage \$ **1.60**
 Total Postage and Fees \$ **8.00**
 Service **64112**
 Recipient Name **Missouri Department of Economic Development**
 Rob Dixon, Director
 P.O. Box **1157**
 Jefferson City, MO **65101**
 PS Form 3811, July 2015 PSN 7530-02-000-9053

Postmark Here
APR 27 2020

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Greene County Senior Citizens' Services Fund
P.O. Box 9766
Springfield, MO 65801

2. Article Number (Transfer from service label)
9590 9402 5109 9092 0877 25

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

5. Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Missouri Department of Economic Development
Rob Dixon, Director
P.O. Box 1157
Jefferson City, MO 65101

2. Article Number (Transfer from service label)
9590 9402 5109 9092 0878 48

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

5. Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
1. Article Addressed to: Missouri Department of Revenue Blind Pension Fund 221 West High Street Jefferson City, MO 65102  9590 9402 5109 9092 0877 32	3. Service Type <table style="width: 100%; border: none;"> <tr> <td>☐ Adult Signature</td> <td>☐ Registered Mail Restricted Delivery</td> </tr> <tr> <td>☐ Adult Signature Restricted Delivery</td> <td>☐ Registered Mail™</td> </tr> <tr> <td>☒ Certified Mail®</td> <td>☐ Return Receipt for Merchandise</td> </tr> <tr> <td>☐ Collect on Delivery</td> <td>☐ Signature Confirmation™</td> </tr> <tr> <td>☐ Collect on Delivery Restricted Delivery</td> <td>☐ Signature Confirmation</td> </tr> <tr> <td>☐ Registered Mail</td> <td>☐ Restricted Delivery</td> </tr> </table>	☐ Adult Signature	☐ Registered Mail Restricted Delivery	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☒ Certified Mail®	☐ Return Receipt for Merchandise	☐ Collect on Delivery	☐ Signature Confirmation™	☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation	☐ Registered Mail	☐ Restricted Delivery
☐ Adult Signature	☐ Registered Mail Restricted Delivery												
☐ Adult Signature Restricted Delivery	☐ Registered Mail™												
☒ Certified Mail®	☐ Return Receipt for Merchandise												
☐ Collect on Delivery	☐ Signature Confirmation™												
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation												
☐ Registered Mail	☐ Restricted Delivery												
2. Article Number (Transfer from service label) 7017 1070 0000 2884 0560	A. Signature <i>[Signature]</i> B. Received by <i>[Signature]</i> Date of Delivery <i>7-30-2015</i> C. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No												

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

IDEA TIF-1CL-100

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee	\$ 3.55
Extra Services & Fees (check box, and fee appropriate)	
☒ Return Receipt (hardcopy)	\$ 2.85
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____
Postage	
Total Postage and Fees	\$ 1.60
	\$ 8.00

Missouri Department of Revenue Blind Pension Fund 221 West High Street Jefferson City, MO 65102	APR 27 2020 84112
--	----------------------

PS Form 3800, April 2013 PSN 7530-02-000-9001 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

IDEA TIP *Cancel*

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee **\$3.55**

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)	\$ 2.85
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage **\$1.60**

Total Postage and Fees **\$5.00**

Postmark Here **APR 27 2020**

MISSOURI FINANCE UNIT

Missouri Department of Revenue
 Tax Administration Bureau
 Harry S Truman State Office Building
 301 West High St.
 Jefferson City, MO 65101

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

IDEA TIP *Cancel*

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee **\$3.55**

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)	\$ 2.85
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage **\$1.60**

Total Postage and Fees **\$5.00**

Missouri Department of Revenue
 Tax Administration Bureau
 Harry S Truman State Office Building
 301 West High St.
 Jefferson City, MO 65101

APR 27 2020

U.S. POSTAL SERVICE

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Missouri Director of Revenue, County Tax Section
 Merchants/Manufacturers Replacement Tax Fund
 301 West High Street
 P.O. Box 453
 Jefferson City, MO 65102-0453

9590 9402 5109 9092 0877 49

2. Article Number (Transfer from service label)
 7017 1070 0000 2884 0577

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
Spencer Decker

B. Received by (Printed Name) C. Date of Delivery
Spencer Decker 5-1-20

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Ozarks Technical Community College
 Hal Higdon, Chancellor and President
 1001 E. Chestnut Expressway
 Springfield, MO 65802

9590 9402 5109 9092 0879 09

2. Article Number (Transfer from service label)
 7017 1070 0000 2884 0737

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
S. Walls

B. Received by (Printed Name) C. Date of Delivery
SR 232 019 4-29-20

D. Is delivery address different from item 1? ☒ Yes ☐ No
 If YES, enter delivery address below:
233 E Central

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™ ID#A TIF 10-100
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ **3.55**
 Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$ **1.60**
 Total Postage and Fees \$ **8.00**

Missouri Director of Revenue, County Tax Section
 Merchants/Manufacturers Replacement Tax Fund
 301 West High Street
 P.O. Box 453
 Jefferson City, MO 65102-0453

Postmark Here
PLAZA FINANCE UNIT
APR 27 2020
USPS 64112

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ ID#A TIF 10-100
CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

Certified Mail Fee \$ **3.55**
 Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ **2.85**
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$ **1.60**
 Total Postage and Fees \$ **8.00**

Ozarks Technical Community College
 Hal Higdon, Chancellor and President
 1001 E. Chestnut Expressway
 Springfield, MO 65802

Postmark Here
PLAZA FINANCE UNIT
APR 27 2020
USPS 64112

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 1.60

Total Postage and Fees \$ 8.00

Ozarks Technical Community College
Jennifer Kennally, Board Chair
1001 E. Chestnut Expressway
Springfield, MO 65802

PS Form 3811, July 2015 PSN 7530-02-000-9053 See Reverse for Instructions

U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 1.60

Total Postage and Fees \$ 8.00

Springfield-Greene County Library District
Regina Greer Cooper, Executive Director
4653 S. Campbell Ave.
Springfield, MO 65810

PS Form 3811, July 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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1. Article Addressed to:

Ozarks Technical Community College
Jennifer Kennally, Board Chair
1001 E. Chestnut Expressway
Springfield, MO 65802

9590 9402 5109 9092 0877 94

7017 1070 0000 2884 0621

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

JR 232 C19 9-29-20

D. Is delivery address different from item 1? ☒ Yes ☐ No

If YES, enter delivery address below:

933 E Central

3. Service Type

☐ Priority Mail Express®

☐ Adult Signature

☐ Registered Mail™

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Collect on Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Springfield-Greene County Library District
Regina Greer Cooper, Executive Director
4653 S. Campbell Ave.
Springfield, MO 65810

9590 9402 5109 9092 0878 93

7017 1070 0000 2884 0720

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

JR 1013 C-15 4-29-20

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

☐ Priority Mail Express®

☐ Adult Signature

☐ Registered Mail™

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Collect on Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Springfield R-12 School District
 Dr. John Jungmann, Superintendent
 1359 E St Louis St.
 Springfield, MO 65802

2. Article Number (Transfer from service label)

9590 9402 5109 9092 0879 16

2017 1070 0000 2884 0744

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 4/29

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Certified Mail® ☐ Registered Mail™
☒ Certified Mail® Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Restricted Mail ☐ Signature Confirmation™ Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 1.60

Total Postage and Fees \$ 8.00

Springfield R-12 School District
 Dr. John Jungmann, Superintendent
 1359 E St Louis St.
 Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee \$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ 1.60

Total Postage and Fees \$ 8.00

Springfield R-12 School District
 Tim Rosenbury, President
 1359 E St Louis St.
 Springfield, MO 65802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

State Tax Commission of Missouri
301 West High Street, Room 840
P.O. Box 146
Jefferson City, MO 65102



9590 9402 5109 9092 0878 31

2. Article Number (Transfer from sender's label)

7017 1070 0000 2884 0669

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
B. Received by (Printed Name) Mary Ann Smith
C. Date of Delivery APR 27 2020

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Collect on Delivery
 - ☐ Delivery Restricted Delivery
 - ☐ Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$ 3.55

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic)
- ☐ Certified Mail Restricted Delivery
- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery

Postage

\$ 1.60

Total Postage and Fees

\$ 8.00

State Tax Commission of Missouri
301 West High Street, Room 840
P.O. Box 146
Jefferson City, MO 65102

PS Form 3800, April 2015 PSN 7530-02-000-9037

See Reverse for Instructions

FINANCE UNIT

APR 27 2020

Postmark Here

6990 9402 0000 0207 2102

RESOLUTION NO. 2020-1

A RESOLUTION OF THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF SPRINGFIELD, MISSOURI RECOMMENDING APPROVAL OF THE SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN, APPROVAL OF THE REDEVELOPMENT AREA, THE DESIGNATION OF BLIGHT WITHIN THE REDEVELOPMENT AREA, APPROVAL OF THE REDEVELOPMENT PROJECT AND APPROVAL OF THE DEVELOPER OF RECORD TO THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI.

WHEREAS, the Tax Increment Financing Commission of the City of Springfield, Missouri (“**TIF Commission**”) has been duly formed by the City Council (“**City Council**”) of the City of Springfield, Missouri (“**City**”) pursuant to Section 99.820.2 of the Revised Statutes of Missouri (“**RSMo**”);

WHEREAS, City staff has worked with The Vecino Group, LLC, the proposed developer (“**Developer**”), and Missouri State University (“**MSU**”) to prepare the Springfield IDEA Commons Tax Increment Financing Plan (as amended as described below, the “**TIF Plan**”), for the redevelopment of the area located generally within the bounds of E. Tampa Street to the north, N. Boonville Avenue to the west, N. Robberson Avenue and the “efactory” building located at 405 N. Jefferson Avenue to the east, and a set of railroad tracks running parallel to and north of E. Water Street to the south, containing approximately 3.5 acres of land (the “**Redevelopment Area**”) that would be developed in a single redevelopment project (the “**Redevelopment Project**”);

WHEREAS, on March 20, 2020, written notice of the scheduled TIF Commission public hearing was mailed to all taxing districts from which taxable property is included in the proposed Redevelopment Area (“**Taxing Districts**”), in compliance with Sections 99.825 and 99.830, RSMo;

WHEREAS, on March 31, 2020, the TIF Plan was filed with the City Clerk;

WHEREAS, in accordance with the written procedures relating to bids and proposals for implementation of redevelopment projects as adopted by the City, on April 4, 2020 the City published in *The Springfield News-Leader* a notice of request for proposals for the implementation of redevelopment projects for the TIF Plan, which provided reasonable opportunity for any person to submit proposals for redevelopment projects in compliance with Section 99.820.1(3), RSMo;

WHEREAS, on April 4, 2020, the City published the first notice in *The Springfield News-Leader* of the scheduled TIF Commission public hearing to consider the merits of the proposed TIF Plan, in compliance with Section 99.830, RSMo;

WHEREAS, on April 23, 2020, the City mailed written notices of the scheduled TIF Commission public hearing to all persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Area, in compliance with Section 99.830, RSMo;

WHEREAS, on April 25, 2020, the City again published notice in *The Springfield News-Leader* of the scheduled TIF Commission public hearing to consider the merits of the proposed TIF Plan, in compliance with Section 99.830, RSMo;

WHEREAS, on April 27, 2020, the City mailed notices to the Taxing Districts of an amendment to the TIF Plan, which substituted certain exhibits to the TIF Plan;

WHEREAS, at least four business days prior to the TIF Commission meeting, notice of the TIF Commission meeting at which the public hearing was commenced for consideration of the TIF Plan was posted in compliance with the Missouri Sunshine Law, Sections 610.010 to 610.225, RSMo;

WHEREAS, a copy of the notice of the public hearing has been submitted to the Director of the Department of Economic Development, in compliance with Sections 99.825 and 99.830, RSMo;

WHEREAS, on May 4, 2020, at 4:30 p.m., the TIF Commission opened the public hearing to consider the proposed TIF Plan, the Redevelopment Area, the designation of blight in the Redevelopment Area, the Redevelopment Project and the proposed developer of record and, after taking evidence and testimony during the hearing, closed the public hearing;

WHEREAS, the public hearing conducted by the TIF Commission to consider the TIF Plan and the Redevelopment Project was open to the public, a quorum of the Commissioners was present and acted throughout, and the proper notice of such hearing was given in accordance with all applicable laws including Chapter 610, RSMo; and

WHEREAS, after considering the evidence and testimony received at the public hearing, the TIF Commission now desires to recommend that the City Council make required findings and take certain actions to adopt and implement the TIF Plan.

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

1. **Findings.** In accordance with Section 99.810, RSMo, the TIF Commission makes the following findings and recommends that the City Council by ordinance make the following findings regarding the TIF Plan:

A. the TIF Plan sets forth in writing a general description of the program to be undertaken to accomplish its objectives, including the estimated redevelopment project costs, the anticipated sources of funds to pay the costs, evidence of the commitments to finance the project costs, the anticipated type and term of the sources of funds to pay costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the property within the Redevelopment Area which is to be subjected to payments in lieu of taxes and economic activity taxes pursuant to Section 99.845, RSMo, an estimate as to the equalized assessed valuation after redevelopment, and the general land uses to apply in the Redevelopment Area;

B. the Redevelopment Area is a blighted area, as such term is defined in Section 99.805(1), RSMo, due to the presence of blighting factors as set forth in the Exhibit 8 to the TIF Plan, including that the Redevelopment Area is characterized by unsanitary and unsafe conditions, deterioration of site improvements, and conditions which endanger life and property, and that the area suffers from economic underutilization and is an economic liability for the City and a menace to the public health, safety, morals or welfare in its present condition and use. The TIF Plan is also accompanied by an affidavit, signed by the proposed developer of record for the Redevelopment Project and set forth in Exhibit 11 to the TIF Plan, attesting to the blighting conditions of the Redevelopment Area;

C. the proposed redevelopment satisfies the “but for” test set forth in Section 99.810, RSMo, in that the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. The TIF Plan is accompanied by an affidavit, signed by the proposed developer of record for the Redevelopment Project and set forth in Exhibit 11 to the TIF Plan, attesting to this statement;

D. the TIF Plan is in conformance with the Comprehensive Plan for the development of the City as a whole;

E. the TIF Plan contains estimated dates of completion of the redevelopment project and estimated dates for the retirement of obligations incurred to finance redevelopment project costs, and said dates are not more than twenty-three (23) years from the adoption of an ordinance approving a Redevelopment Project within the Redevelopment Area;

F. a Relocation Plan has been developed for relocation assistance for businesses and residences, and the relocation of any business or residents in the Redevelopment Area, if necessary, will take place in accordance with the Relocation Plan attached to the TIF Plan as Exhibit 10;

G. the TIF Plan is accompanied by a Cost/Benefit Analysis showing the economic impact of the TIF Plan on each taxing district and political subdivision within the Redevelopment Area if the proposed redevelopment project is built pursuant to the TIF Plan or are not built, and the Commission received evidence that the proposed redevelopment project is financially feasible to undertake with TIF assistance in the form of the Developer’s Return on Investment Calculations attached to the TIF Plan as part of Exhibit 11;

H. the TIF Plan does not include the initial development or redevelopment of any gambling establishment;

I. the area selected for the Redevelopment Project includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements; and

J. no alternative proposals for redevelopment of the Redevelopment Area have been received in response to the March 20, 2020 advertisement.

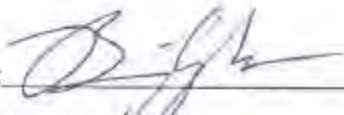
2. **Recommendations.** The TIF Commission recommends that the City Council take the following actions with respect to the TIF Plan:

A. adopt an ordinance to make the findings recommended in Section 1 above, designate the Redevelopment Area as a redevelopment area as provided in Section 99.805(11), RSMo, declare that the Redevelopment Area is a blighted area, and approve the TIF Plan;

B. adopt an ordinance which approves the Redevelopment Project and activates the collection of tax increment financing within the Redevelopment Project; and

C. declare the Developer to be the developer of record for Redevelopment Project and enter into a redevelopment agreement with the Developer and MSU to provide for the terms and conditions under which the Redevelopment Project will be implemented and reimbursement will be provided to MSU and the City for eligible reimbursable project costs.

APPROVED BY THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF
SPRINGFIELD, MISSOURI THIS ____ 11th ____ DAY OF _May____, 2020.

By: 
Name: Brian Fogle
Office: Chairperson

NOTICE OF PUBLIC HEARING
CONSIDERATION OF TAX INCREMENT FINANCING PLAN
SPRINGFIELD CITY COUNCIL

May 18, 2020 – 6:30 p.m.
Historic City Hall – 830 N. Boonville Avenue

TIF Public Hearing to take place during regular City Council meeting scheduled for May 18, 2020.

TIF Public Hearing Agenda

IDEA Commons TIF Redevelopment Plan Public Hearing

- a. Submission of Exhibits to the City Council
- b. Staff presentation of Blight Study, Redevelopment Plan and Redevelopment Project – Sarah Kerner
- c. Public Comments, including information from Developers – Missouri State University and Vecino Group
- d. City Council Questions and Discussion

In order to maintain safety and compliance with requirements for social distancing, the public and any interested parties and representatives of taxing districts wishing to be heard will be allowed to view and participate in the meeting by videoconference in a room set up for such purpose at Historic City Hall, 840 N. Boonville Avenue. The Council will meet via Zoom that is video-linked to the public participation room.

Contact person: Sarah Kerner
Economic Development Director
417/864-1035

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 three days prior to the scheduled meeting.



Exhibit 14

Slideshow presentation from Meeting

[to be added at Meeting]

One-rdg. _____
P. Hrngs. X
Pgs. 6
Filed: 05-12-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 098

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Redevelopment Project for the IDEA Commons Tax Increment
2 Financing Plan and initiating tax increment financing therein.
3
4

5 WHEREAS, by adoption of Council Bill 2020-097 City Council approved the
6 Springfield IDEA Commons Tax Increment Financing Plan ("TIF Plan") pursuant to the
7 Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865
8 of the Revised Statutes of Missouri, designated an area located generally within the
9 bounds of East Tampa Street to the north, North Boonville Avenue to the west, North
10 Robberson Avenue and the "efactory" building located at 405 North Jefferson Avenue to
11 the east, and a set of railroad tracks running parallel to and north of East Water Street
12 to the south, containing approximately 3.5 acres of land, as the Redevelopment Area,
13 declared the Redevelopment Area to be a blighted area, and designated The Vecino
14 Group, LLC, as the developer of record for the TIF Redevelopment Plan; and
15

16 WHEREAS, the Tax Increment Financing Commission of the City of Springfield,
17 Missouri, approved Resolution 2020-1 which recommended that City Council approve
18 the Redevelopment Project by ordinance; and
19

20 WHEREAS, City Council now desires to approve the Redevelopment Project for
21 the TIF Plan and activate the collection of tax increment financing revenues within the
22 Redevelopment Project.
23

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

27 Section 1 – The area selected for the Redevelopment Project, as legally
28 described in "Exhibit A" and as depicted in "Exhibit B" of this Ordinance, which exhibits
29 are attached hereto and incorporated herein by this reference, is approved as a
30 redevelopment project pursuant to the TIF Act.
31

32 Section 2 – Tax increment allocation financing is hereby adopted for taxable real
33 property in the above-described area selected for the Redevelopment Project. After the
34 total equalized assessed valuation of the taxable real property in the Redevelopment

35 Project exceeds the certified total initial equalized assessed valuation of the taxable real
36 property in the Redevelopment Project, the ad valorem taxes, and payment in lieu of
37 taxes, if any, arising from the levies upon the taxable real property in such project by
38 taxing districts and tax rates determined in the manner provided in subsection 2 of
39 Section 99.855 each year after the effective date of the ordinance until redevelopment
40 costs have been paid shall be divided as set forth in this section.

- 41
- 42 A. That portion of taxes, penalties and interest levied upon each taxable lot, block,
43 tract, or parcel of real property which is attributable to the initial equalized
44 assessed value of each such taxable lot, block, tract, or parcel of real property in
45 the area selected for the Redevelopment Project shall be allocated to and, when
46 collected, shall be paid by the Greene County Collector and the City Finance
47 Director or other designated financial officer of the City to the respective affected
48 taxing districts in the manner required by law in the absence of the adoption of
49 tax increment allocation financing.
- 50
- 51 B. Payments in lieu of taxes attributable to the increase in the current equalized
52 assessed valuation of each taxable lot, block, tract, or parcel of real property in
53 the area selected for the Redevelopment Project, and any applicable penalty and
54 interest over and above the initial equalized assessed value of each such unit of
55 property shall be allocated to and, when collected, shall be paid to the City
56 Finance Director or other designated financial officer of the City who shall deposit
57 such payment in lieu of taxes into the Springfield IDEA Commons Special
58 Allocation Fund of the City for the purpose of paying Redevelopment Project
59 costs.
- 60

61 Section 3 – In addition to the payments in lieu of taxes described in Section 2
62 above, fifty percent (50%) of the total additional revenue from taxes, penalties and
63 interest which are imposed by the City or taxing districts, and which are generated by
64 economic activities within the Redevelopment Project over the amount of such taxes
65 generated by economic activities within such area in the calendar year prior to the
66 adoption of this Ordinance, while tax increment financing remains in effect, but
67 excluding personal property taxes, taxes imposed on sales or charges for sleeping
68 rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section
69 70.500, RSMo., taxes levied for the purpose of public transportation pursuant to Section
70 94.660, RSMo., licenses, fees or special assessments other than payments in lieu of
71 taxes and interest and penalties thereon., shall be allocated to, and paid by the local
72 political subdivision collecting officer to the City Finance Director or other designated
73 financial officer of the City, who shall deposit such funds in a separate segregated
74 account within the Springfield IDEA Commons Special Allocation Fund.

75

76 Section 4 – The City staff, the City's special legal counsel, and other appropriate
77 City officials are hereby authorized to take any and all actions as may be deemed
78 necessary or convenient to carry out and comply with the intent of this Ordinance, to
79 create those funds and accounts required by the Act to implement the TIF Plan, and to
80 execute and deliver for and on behalf of the City all certificates, instruments, and

81 agreements or other documents as may be necessary, desirable, convenient, or proper
82 to perform all matters authorized herein.

83
84 Section 5 – It is hereby declared to be the intention of City Council that each and
85 every part, section and subsection of this Ordinance shall be separate and severable
86 from each and every other part, section and subsection hereof and that City Council
87 intends to adopt each said part, section and subsection separately and independently of
88 any other part, section and subsection. In the event that any part, section or subsection
89 of this Ordinance shall be determined to be or to have been unlawful or unconstitutional,
90 the remaining parts, sections and subsections shall be and remain in full force and
91 effect, unless the court making such finding shall determine that the valid portions
92 standing alone are incomplete and are incapable of being executed in accord with the
93 legislative intent.

94
95 Section 6 – This Ordinance shall be in full force and effect from and after the date
96 of its passage and approval.

97
98 Passed at meeting: _____

99
100 _____
101 Mayor

102
103 Attest: _____, City Clerk

104
105 Filed as Ordinance: _____

106
107
108 Approved as to form: Kyle Tuller, Assistant City Attorney

109
110
111 Approved for Council action: Jason C. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020- 098

FILED: 05-12-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving a Redevelopment Project for the IDEA Commons Tax Increment Financing Plan and initiating tax increment financing therein.

BACKGROUND INFORMATION: This Ordinance will approve the single Redevelopment Project of the TIF Plan, which encompasses the same boundary as the TIF Plan. This Ordinance will also initiate the collection of TIF revenues within Redevelopment Project Area.

REMARKS: This Ordinance will be introduced to City Council by first reading, and then tabled. The second reading and final approval will occur at a later date to allow time to finalize the TIF Redevelopment Agreement and to maximize the collection of TIF revenues from the Redevelopment Project.

The collection of TIF revenues within the Redevelopment Project will remain in effect until Missouri State University and the City are fully reimbursed for all certified Reimbursable Project Costs, with interest as provided in the TIF Agreement, but no longer than 23 years after the date that the Redevelopment Project ordinance is approved.

Submitted by:



Sarah Kerner, Economic Development Director

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Exhibit A

Legal Description of the Redevelopment Project

A Proposed Tax Increment Financing District (TIF) being a part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 13, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, and a part of the tracts of land described in Book 2005, at Page 022977-05 and in Book 2009, at Page 23561-09 and in Book 2009, at Page 039458-09, and in Book 1056, at Page 359, and all that part of the tract of land described in Book 2019, at Page 002044-19, all being recorded in the Greene County, Missouri Recorder of Deeds Office and a part of the vacated right-of-way of Peach Alley or Robberson Avenue, lying South of the South right-of-way line of Phelps Street and North of the Saint Louis and San Francisco Railroad right-of-way or Mill Street, which is described in Vacation 361 (City of Springfield Ordinance Number 18567 dated June 18, 1979) and in Vacation 293 (City of Springfield Special Ordinance Number 17266 dated March 22, 1976) and in Council Bill 4173 (Special Ordinance Number 3946 dated July 1, 1942), and a part of the existing public rights-of-way of Phelps Street and Robberson Avenue, being more particularly described as follows:

BEGINNING at the intersection of the South right-of-way line of Phelps Street and East right-of-way line of Boonville Avenue (Southeast corner), as they now exist; Thence North 0 Degrees 16 Minutes 56 Seconds East, a distance of 43.50 feet, to the intersection of the proposed North right-of-way line of said Phelps Street, and the East right-of-way line of said Boonville Avenue (Northeast corner), said point being South 0 Degrees 30 Minutes 32 Seconds East, a distance of 6.51 feet from the existing Northeast corner of said Boonville Avenue and Phelps Street; Thence South 89 Degrees 28 Minutes 15 Seconds East, along said proposed North right-of-way line of said Phelps Street, a distance of 58.57 feet; Thence North 0 Degrees 32 Minutes 36 Seconds West, leaving said proposed North right-of-way line, a distance of 86.61 feet; Thence North 89 Degrees 27 Minutes 24 Seconds East, a distance of 130.78 feet; Thence South 0 Degrees 32 Minutes 36 Seconds East, a distance of 33.77 feet; Thence North 89 Degrees 27 Minutes 24 Seconds East, a distance of 85.16 feet, to a point on the West right-of-way line of Robberson Avenue, as it now exists; Thence continuing North 89 Degrees 27 Minutes 24 Seconds East, into said public right-of-way of Robberson Avenue, a distance of 19.89 feet; Thence South 01 Degrees 50 Minutes 07 Seconds West, a distance of 94.64 feet, to a point on the existing South right-of-way line of said Phelps Street, as it now exists; Thence continuing South 01 Degrees 50 Minutes 07 Seconds West, leaving said South right-of-way line, a distance of 99.68 feet; Thence South 88 Degrees 31 Minutes 51 Seconds East, a distance of 85.47 feet; Thence South 01 Degrees 14 Minutes 07 Seconds West, a distance of 218.32 feet, to a point on the North right-of-way line of said Saint Louis and San Francisco Railroad; Thence continuing along said North right-of-way line, for the next three (3) calls: North 89 Degrees 03 Minutes 50 Seconds West, a distance of 81.19 feet; Thence South 01 Degrees 37 Minutes 36 Seconds West, a distance of 5.00 feet; Thence North 89 Degrees 22 Minutes 47 Seconds West, a distance of 283.75 feet, to a point on said East right-of-way line of Boonville Avenue; Thence North 0 Degrees 38 Minutes 31 Seconds West, leaving said North right-of-way line of said railroad, and along said East right-of-way line, a distance of 317.26 feet, to the POINT OF BEGINNING, containing 3.194 acres, more or less, subject to easements, rights-of-way and restrictions of record, all being in the City of Springfield, Greene County, Missouri, this description is not to be used for the transfer of title nor any other purpose other than for which it is being conveyed.

Exhibit B

Map of the Redevelopment Project



One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 05-12-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-099

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager or his designee to enter into a Municipal and Cost
2 Apportionment Agreement with the Missouri Highways and
3 Transportation Commission to share costs associated with the
4 improvement to the intersection of Missouri Highway 13 (a/k/a Kansas
5 Expressway) and Sunset Street; and amending the budget of the
6 Department of Public Works for Fiscal Year 2019-2020 in the amount
7 of \$1,092,743.20.
8 _____
9

10 WHEREAS, Missouri Highway 13 (a/k/a Kansas Expressway) is under the
11 jurisdiction of the Missouri Highways and Transportation Commission ("MHTC") and
12 Sunset Street is under the jurisdiction of the City of Springfield, Missouri; and
13

14 WHEREAS, the intersection of these two roads is in need of substantial
15 improvement estimated at a total cost of \$2,731,858.00; and
16

17 WHEREAS, the 50/50 sharing of costs and coordination of construction provides
18 time and cost savings for taxpayers; and
19

20 WHEREAS, the City will contribute \$1,365,929.00 (50 percent) of the cost with
21 80 percent (\$1,092,743.20) of that amount funded from Surface Transportation Block Grant
22 (STBG)-Urban funds budgeted with this council bill and the remaining 20 percent
23 (\$273,185.80) from the 1/8-cent Transportation Sales Tax, which is already budgeted.
24

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

28 Section 1 – City Council hereby authorizes the City Manager or his designee to
29 enter into a Missouri Highways and Transportation Commission Municipal and Cost
30 Apportionment Agreement in substantial conformity with "Exhibit 1" attached hereto and
31 incorporated herein by reference.
32

33 Section 2 – The budget of the Department of Public Works for the Fiscal Year
34 2019-2020 is hereby amended in the accounts and in the amounts shown on Budget
35 Adjustment No. 051, a copy of which is attached hereto and incorporated herein by
36 reference as “Exhibit 2”.
37

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

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

44 Section 5 – This Ordinance shall be in full force and effect from and after
45 passage.
46

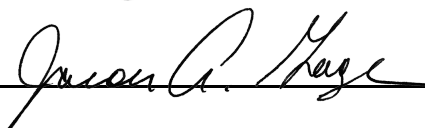
47 Passed at meeting: _____
48

50 _____
51 Mayor
52

53 Attest: _____, City Clerk
54

55 Filed as Ordinance: _____
56

57
58 Approved as to form: , Assistant City Attorney
59

60
61 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-099

FILED: 05-12-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager or his designee to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with the improvement to the intersection of Missouri Highway 13 a/k/a Kansas Expressway and Sunset Street; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$1,092,743.20.

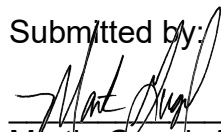
BACKGROUND INFORMATION: This Municipal and Cost Apportionment Agreement shares the estimated \$2,731,858.00 cost for preliminary engineering, right of way acquisition and incidentals, utility relocation, project construction, and inspection associated with the intersection improvements. The City will contribute \$1,365,929.00 (50 percent) of this cost. The City's contribution will be funded 80 percent from STBG-Urban funds (\$1,092,743.20) being budgeted with this Council bill and 20 percent from the 1/8-Cent Transportation Sales Tax (\$273,185.80) that is already budgeted.

Supports the following City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

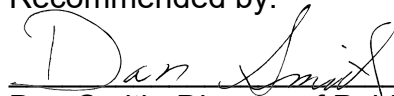
REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit 1

CCO Form: DE63
Approved: 12/17 (BDG)
Revised: 12/18 (BDG)
Modified: 04/20 (BDG)

Municipal and Cost Apportionment Agreement
Route: Rte. 13 (Kansas Expressway)
County: Greene
Job No.: 8P3087E
eAgreement No. 2019-08-52805

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AND COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 13, Greene County, Job No. 8P3087E shall consist of turn lane addition, signal improvements, and pedestrian accommodations.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

At the intersection of MO 13 (Kansas Expressway) and Sunset Street in the City of Springfield, Greene County.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. 8P3087E. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities

under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost is estimated to be two million seven hundred thirty-one thousand eight hundred fifty-eight dollars (\$2,731,858). The total project cost will include preliminary engineering, right of way, incidentals, utilities, construction and inspection. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof.

(B) The City will be responsible for fifty percent (50%) of the total project cost. The current estimate of the City's responsibilities is one million three hundred sixty-five thousand nine hundred twenty-nine dollars (\$1,365,929). The City agrees that the Commission may program eighty percent (80%) of the City's share of its responsibilities up to a maximum of one million ninety-two thousand and seven hundred forty-three and 20/100 dollars (\$1,092,743.20) from Surface Transportation Block Grant - Urban (STBG-U) funds allocated by the Ozarks Transportation Organization in partial fulfillment of the City's obligation for payment for the project. The remainder of the City's contribution shall consist of the twenty percent (20%) match for the City's STBG funds, currently estimated to be two hundred seventy-three thousand one hundred eighty-five and 80/100 dollars (\$273,185.80). The City shall remit a check in the amount of sixty-six thousand four hundred twenty-eight and 91/100 dollars (\$66,428.91) to cover right of way and utility costs no later than July 31st of the year in which right-of-way funding is programmed in the Commission's Statewide Transportation Improvement Program. The City shall remit a check in the amount of two hundred six thousand seven hundred fifty-six and 89/100 dollars (\$206,756.89) to cover

estimated construction costs no later than five (5) days prior to the Commission's advertisement of the project for bids. This check should be made payable to the *Missouri Highway and Transportation Commission – Local Fund*. If the City fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(C) The Commission will pay for fifty percent (50%) of the total project cost, currently estimated at one million three hundred sixty-five thousand nine hundred twenty-nine dollars (\$1,365,929). The Commission will receive a credit for engineering services and right-of-way incidentals, currently estimated to be six-hundred eleven thousand dollars (\$611,000), to be applied toward the Commission's responsibilities for this agreement through all project phases. The remainder of the Commission's responsibilities will come its Southwest District distributed funds.

(D) The City and Commission shall share responsibility for the balance of the project cost in excess of two million seven hundred thirty-one thousand eight hundred fifty-eight dollars (\$2,731,858) equally. Underruns will be based on the prorata share of the investment.

(E) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Missouri Highways and Transportation Commission – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the City for this project, the City,

upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City based on its pro rata share of the investment.

(9) CONCURRENCE WITH AWARD: Once the Commission has let the project and the City had been notified of the amounts bid on the project, the City will have five (5) calendar days to reject or recommend award of the bid. If the City does not respond within five (5) calendar days, the City shall be deemed to have automatically concurred in a Commission decision to award the construction contract. If the Commission has solicited bids twice or more, and these lettings have not resulted in award, the Commission may terminate this Agreement to void all contractual obligations without being in breach hereof, and the City's deposited funds shall be refunded for the discontinued project.

(10) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(11) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(12) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement. The City shall reimburse the Commission for the actual costs incurred in the right-of-way acquisition in accordance with Section (7) of this agreement.

(13) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no

city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(14) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(15) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(16) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(17) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(18) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the

award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(19) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(20) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(21) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (20) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(22) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance

with accepted traffic regulation practices.

(23) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(24) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(25) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(26) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(27) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant

and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(29) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(30) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(31) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
City of Springfield
City Manager
Jason Gage
840 Boonville Ave.
4th Floor
Springfield, MO 65802
417-864-1006
- (B) To the Commission:
Southwest District Engineer
Steve Campbell
3025 E. Kearney St.

Springfield, MO 65803
417-895-7610

or to such other place as the parties may designate in accordance with this Agreement.

(32) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(33) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(34) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(35) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(36) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(37) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(38) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(39) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(40) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds

contributed by the City pursuant to this Agreement.

(41) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(42) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(43) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(44) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(45) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

Exhibit A

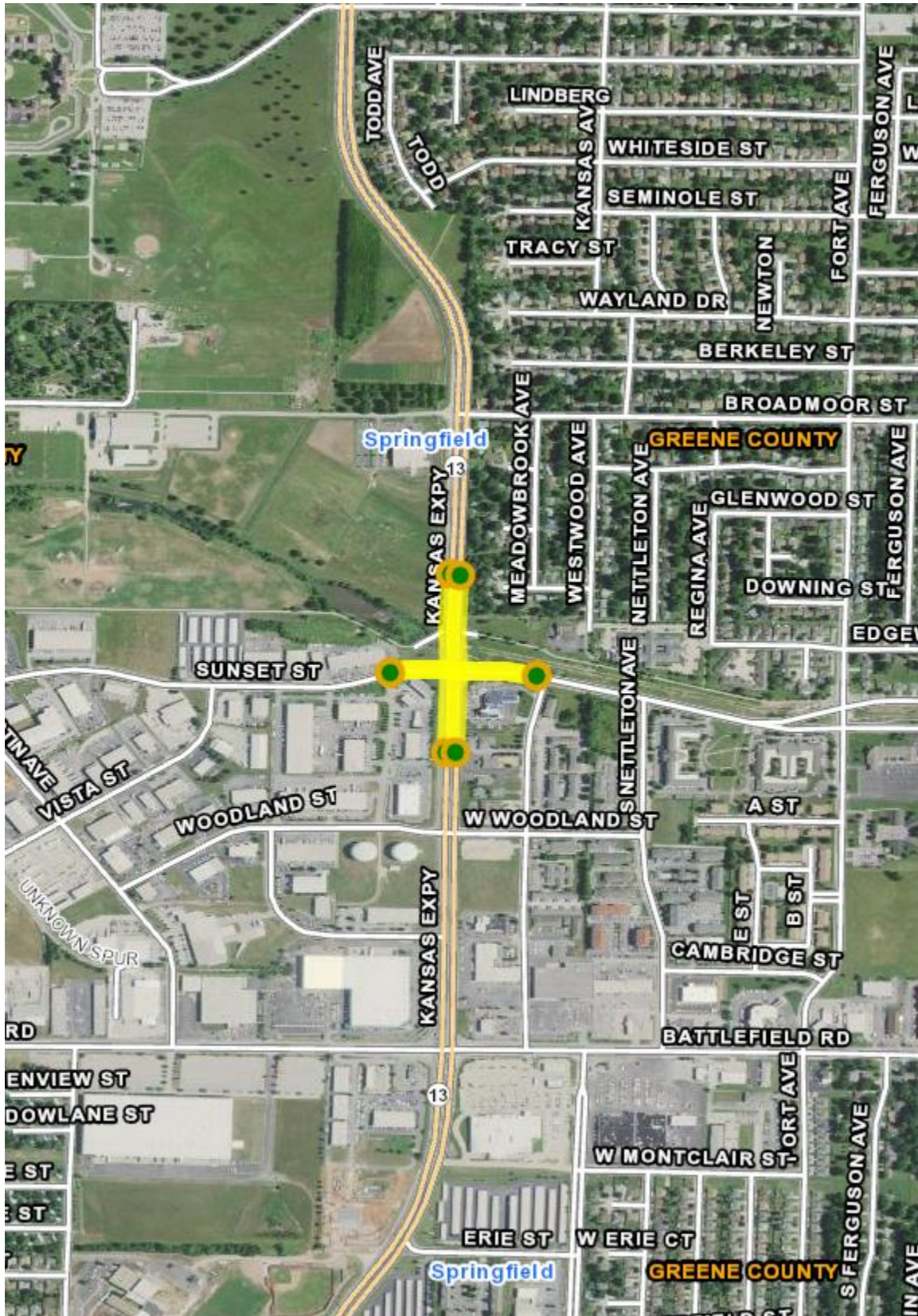


Exhibit B

Project Name: Kansas Expressway & Sunset Intersection
MoDOT Job Number: J8P3087E

Description: Add turn lanes, signal improvements, and pedestrian accommodations at the intersection of Kansas Expressway (Rte. 13) and Sunset Street

Definition of "Total Project" for Cost Apportionment Includes:

Preliminary Engineering	ROW Incidentals	Utilities
ROW	Construction	Construction Engineering

Definition of "Total Project" for Cost Apportionment Excludes:

Cost to Accelerate Project		

Project Estimate

	Current Estimate and Inflation	Cost Apportionment Eligible
Preliminary Engineering	\$ 349,000	\$ 349,000
Right-of-way	\$ 120,000	\$ 120,000
Right-of-way Incidentals	\$ 24,000	\$ 24,000
Utilities	\$ 395,716	\$ 395,716
Construction w/ Contingency	\$ 1,605,142	\$ 1,605,142
Non-contractuals	\$ -	\$ -
Inspection and Letting	\$ 238,000	\$ 238,000
Total	\$ 2,731,858	\$ 2,731,858

Project Responsibilities

Preliminary Engineering	MoDOT
ROW Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities

City of Springfield Local Funds	\$ 273,186	Total Local Share
City of Springfield STBG-U	\$ 1,092,743	\$ 1,365,929
		50.0%
MoDOT SW in-kind	\$ 611,000	Total MoDOT Share
MoDOT Flexible Funds	\$ 754,929	\$ 1,365,929
		50.0%

How are overruns and underruns handled?

The City and Commission shall share responsibility for the balance of the project cost in excess of \$2,731,858 equally. The City will pay local funds for its share of overruns. The Commission and City will share cost underruns equally, with the City's share of underruns based on their prorata share of the investment.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
051

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	102822	00000	1,092,743.20	Federal STBG Grant Revenues - Kansas Expressway & Sunset Street Intersection Improvements
Net Revenue Adjustment						1,092,743.20	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	102822	00000	1,092,743.20	Kansas Expressway & Sunset Street Intersection Improvements
Net Expenditure Adjustment						1,092,743.20	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2019-20 budget by appropriating federal STBG grant funds of \$1,092,743.20 for 80% of the City's share of estimated costs of the Kansas Expressway and Sunset Street Intersection Improvements based on the proposed Municipal & Cost Apportionment Agreement. The remaining 20% of estimated costs for the City's share (\$273,185.80) will be funded by the 1/8 Cent Transportation Sales Tax that is already budgeted.

Requested By:

Dan Smith 5/12/20
Department Head Date

Approved By:

D.L. Hill 5/12/20
Director of Finance Date

Authorization:

Council Bill No. 2020-099
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 05-12-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-100

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager or his designee to enter into a Municipal and Cost
2 Apportionment Agreement with the Missouri Highways and
3 Transportation Commission to share costs associated with
4 improvements to the intersection of Missouri Highway 13 (a/k/a Kansas
5 Expressway) and Walnut Lawn Street; and amending the budget of the
6 Department of Public Works for Fiscal Year 2019-2020 in the amount
7 of \$1,237,858.00.
8 _____
9

10 WHEREAS, Missouri Highway 13 (a/k/a Kansas Expressway) is under the
11 jurisdiction of the Missouri Highways and transportation Commission ("MHTC") and
12 Walnut Lawn Street is under the jurisdiction of the City of Springfield, Missouri; and
13

14 WHEREAS, the intersection of these two roads is in need of substantial
15 improvement estimated at a total cost of \$3,094,646.00; and
16

17 WHEREAS, the 50/50 sharing of costs and coordination of construction provides
18 time and cost savings for taxpayers; and
19

20 WHEREAS, the City will contribute \$1,547,323.00 (50 percent) of the cost with
21 80 percent (\$1,237,858) of that amount funded from Surface Transportation Block Grant
22 ("STBG")-Urban funds and the remaining 20 percent (\$309,465.00) from the 1/8-cent
23 Transportation Sales Tax, which is already budgeted.
24

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

28 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
29 enter into a Municipal and Cost Apportionment Agreement in substantial conformity with
30 "Exhibit 1" attached hereto and incorporated herein by reference.
31

32 Section 2 – The budget of the Department of Public Works for the Fiscal Year
33 2019-2020 is hereby amended in the accounts and in the amounts shown on Budget

Adjustment No. 034, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 2".

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

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

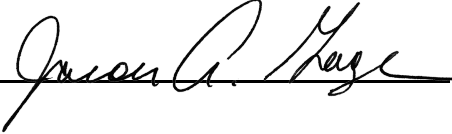
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-100

FILED: 05-12-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager or his designee to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with improvements to the intersection of Missouri Highway 13 (a/k/a Kansas Expressway) and Walnut Lawn Street; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$1,237,858.00.

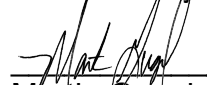
BACKGROUND INFORMATION: This Municipal and Cost Apportionment Agreement shares the estimated \$3,094,646.00 cost for preliminary engineering, right of way acquisition and incidentals, utility relocation, project construction, and inspection associated with the intersection improvements. The City will contribute \$1,547,323.00 (50 percent) of this cost. The City's contribution will be funded 80 percent from STBG-Urban funds (\$1,237,858) being budgeted with this Council bill and 20 percent from the 1/8-Cent Transportation Sales Tax (\$309,465) that is already budgeted.

Supports the following City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

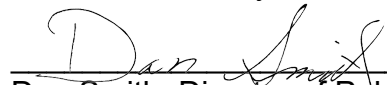
REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



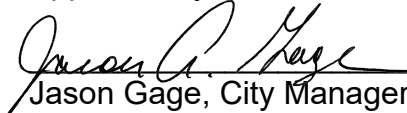
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit 1

CCO Form: DE63
Approved: 12/17 (BDG)
Revised: 12/18 (BDG)
Modified: 04/20 (BDG)

Municipal and Cost Apportionment Agreement
Route: Rte. 13 (Kansas Expressway)
County: Greene
Job No.: 8P3087F
eAgreement No. 2019-08-52807

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AND COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 13, Greene County, Job No. 8P3087F shall consist of turn lane addition, signal improvements, and pedestrian accommodations.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

At the intersection of MO 13 (Kansas Expressway) and Walnut Lawn Street in the City of Springfield, Greene County.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. 8P3087F. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities

under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost is estimated to be three million ninety-four thousand six hundred forty-six dollars (\$3,094,646). The total project cost will include preliminary engineering, right of way, incidentals, utilities, construction and inspection. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof.

(B) The City will be responsible for fifty percent (50%) of the total project cost. The current estimate of the City's responsibilities is one million five hundred forty-seven thousand three hundred twenty-three dollars (\$1,547,323). The City agrees that the Commission may program eighty percent (80%) of the City's share of its responsibilities up to a maximum of one million two hundred thirty-seven thousand eight hundred fifty-eight dollars (\$1,237,858) from Surface Transportation Block Grant - Urban (STBG-U) funds allocated by the Ozarks Transportation Organization in partial fulfillment of the City's obligation for payment for the project. The remainder of the City's contribution shall consist of the twenty percent (20%) match for the City's STBG funds, currently estimated to be three hundred nine thousand four hundred sixty-five dollars (\$309,465). The City shall remit a check in the amount of sixty thousand two hundred fifty-six and 12/100 dollars (\$60,256.12) to cover right of way and utility costs no later than July 31st of the year in which right-of-way funding is programmed in the Commission's Statewide Transportation Improvement Program. The City shall remit a check in the amount of two hundred forty-nine thousand two hundred eight and 88/100 dollars (\$249,208.88) to cover estimated construction costs no later than five (5) days

prior to the Commission's advertisement of the project for bids. This check should be made payable to the *Missouri Highway and Transportation Commission – Local Fund*. If the City fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(C) The Commission will pay for fifty percent (50%) of the total project cost, currently estimated at one million five hundred forty-seven thousand three hundred twenty-three dollars (\$1,547,323). The Commission will receive a credit for engineering services and right-of-way incidentals, currently estimated to be six-hundred ninety-three thousand dollars (\$693,000), to be applied toward the Commission's responsibilities for this agreement through all project phases. The remainder of the Commission's responsibilities will come its Southwest District distributed funds.

(D) The City and Commission shall share responsibility for the balance of the project cost in excess of three million ninety-four thousand six hundred forty-six dollars (\$3,094,646) equally. Underruns will be based on the prorata share of the investment.

(E) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Missouri Highways and Transportation Commission – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the

Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City based on its pro rata share of the investment.

(9) CONCURRENCE WITH AWARD: Once the Commission has let the project and the City had been notified of the amounts bid on the project, the City will have five (5) calendar days to reject or recommend award of the bid. If the City does not respond within five (5) calendar days, the City shall be deemed to have automatically concurred in a Commission decision to award the construction contract. If the Commission has solicited bids twice or more, and these lettings have not resulted in award, the Commission may terminate this Agreement to void all contractual obligations without being in breach hereof, and the City's deposited funds shall be refunded for the discontinued project.

(10) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(11) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(12) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement. The City shall reimburse the Commission for the actual costs incurred in the right-of-way acquisition in accordance with Section (7) of this agreement.

(13) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this

improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(14) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(15) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(16) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(17) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(18) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of

the award by the FHWA.

(19) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(20) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(21) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (20) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(22) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(23) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(24) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(25) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(26) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(27) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance,

Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(29) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(30) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(31) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
City of Springfield
City Manager
Jason Gage
840 Boonville Ave.
4th Floor
Springfield, MO 65802
417-864-1006
- (B) To the Commission:
Southwest District Engineer
Steve Campbell,
3025 E. Kearney St.
Springfield, MO 65803

or to such other place as the parties may designate in accordance with this Agreement.

(32) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(33) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(34) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(35) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(36) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(37) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(38) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(39) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(40) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(41) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(42) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(43) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(44) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(45) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

Exhibit A

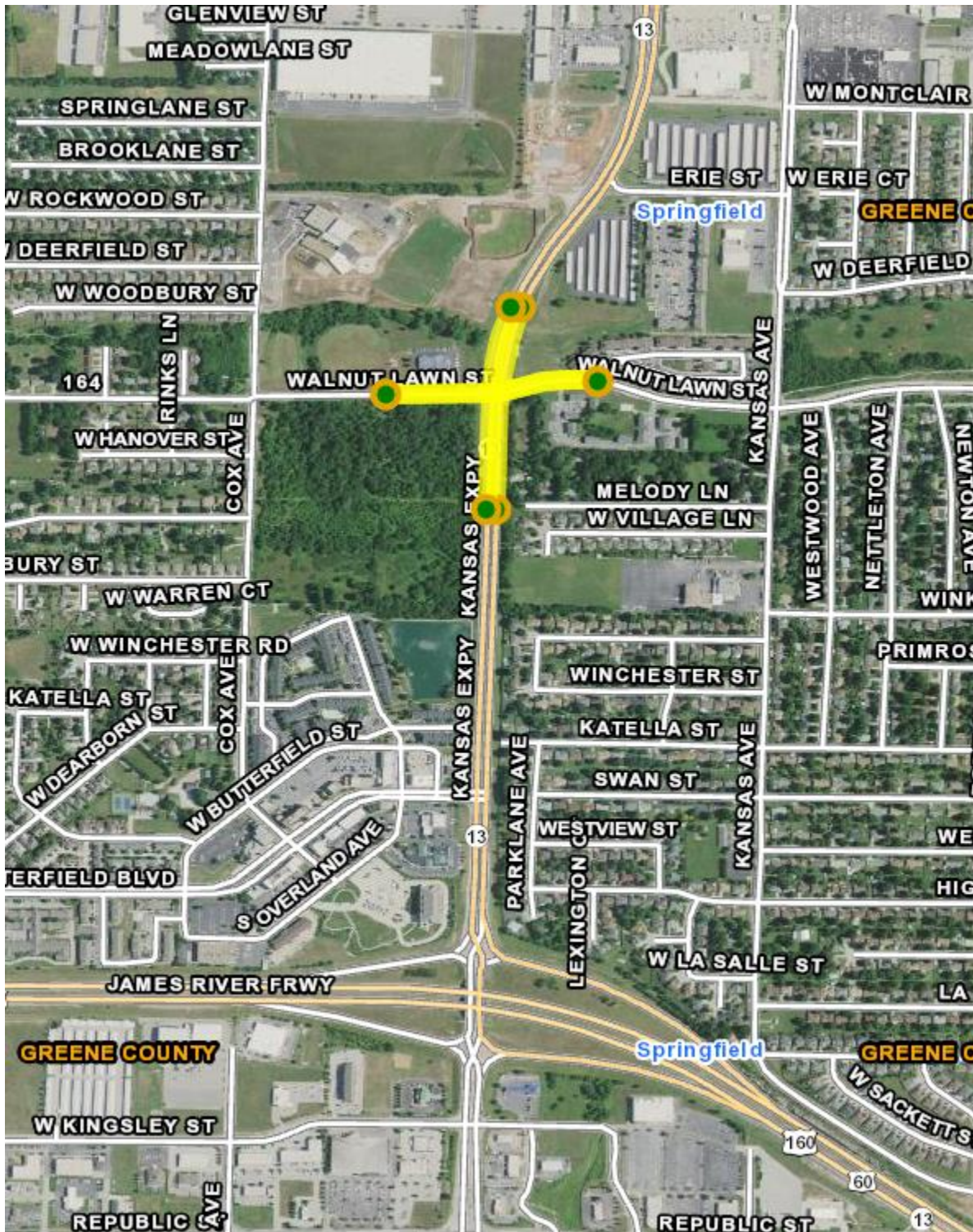


Exhibit B

Project Name:
MoDOT Job Number:

Kansas Expressway & Walnut Lawn Intersection
J8P3087F

Description:

Add turn lanes, signal improvements, and pedestrian accommodations at the intersection of Kansas Expressway (Rte. 13) and Walnut Lawn Street

Definition of "Total Project" for Cost Apportionment Includes:

Preliminary Engineering	ROW Incidentals	Utilities
ROW	Construction	Construction Engineering

Definition of "Total Project" for Cost Apportionment Excludes:

Cost to Accelerate Project		

Project Estimate

	Current Estimate and Inflation	Cost Apportionment Eligible
Preliminary Engineering	\$ 413,000	\$ 413,000
Right-of-way	\$ 178,000	\$ 178,000
Right-of-way Incidentals	\$ 8,000	\$ 8,000
Utilities	\$ 289,626	\$ 289,626
Construction w/ Contingency	\$ 1,934,020	\$ 1,934,020
Non-contractuals	\$ -	\$ -
Inspection and Letting	\$ 272,000	\$ 272,000
Total	\$ 3,094,646	\$ 3,094,646

Project Responsibilities

Preliminary Engineering	MoDOT
ROW Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities

City of Springfield Local Funds	\$ 309,465	Total Local Share
City of Springfield STBG-U	\$ 1,237,858	\$ 1,547,323
Local Reserved 3		50.0%
MoDOT SW in-kind	\$ 693,000	Total MoDOT Share
MoDOT Flexible Funds	\$ 854,323	\$ 1,547,323
MoDOT Reserved 3		50.0%

How are overruns and underruns handled?

The City and Commission shall share responsibility for the balance of the project cost in excess of \$3,094,646.00 equally. The City will pay local funds for its share of overruns. The Commission and City will share cost underruns equally, with the City's share of underruns at their prorata share of the investment.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
034

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	102823	00000	\$ 1,237,858	Federal STBG Grant Revenues - Kansas Expressway & Walnut Lawn Intersection Improvements
Net Revenue Adjustment						\$ 1,237,858	

Expenditures:

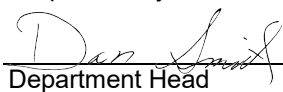
Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	102823	00000	\$ 1,237,858	Kansas Expressway & Walnut Lawn Intersection Improvements
Net Expenditure Adjustment						\$ 1,237,858	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate federal STBG grant funds of \$1,237,858.00 for 80% of the City's share of estimated costs of the Kansas Expressway and Walnut Lawn Intersection Improvements based on the proposed Municipal & Cost Apportionment Agreement. The remaining 20% of estimated costs for the City's share \$309,465 will be funded by the 1/8 Cent Transportation Sales Tax that is already budgeted.

Requested By:


Department Head

5/12/20
Date

Approved By:


Director of Finance

5/12/20
Date

Authorization:

Council Bill No. 2020-100
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager

Date

One-rdg. X
P. Hrngs.
Pgs. 11
Filed: 05-12-20

Sponsored by: Schilling

First Reading:

Second Reading:

COUNCIL BILL 2020-101

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a partnership with
2 the James River Basin Partnership and to receive federal funds
3 through the James River Basin Partnership for the purpose of a
4 Stormwater Improvement Project to Fassnight Creek at the
5 Springfield Art Museum, and amending the budget of the
6 Department of Public Works for Fiscal Year 2019-2020 in the
7 amount of \$141,500.00.
8
9

10 WHEREAS, the James River Basin Partnership ("JRBP") has applied for a grant
11 from the U.S. Environmental Protection Agency in the amount of \$141,500.00 for
12 riparian restoration and conversion of impervious to pervious surface and tree planting;
13 and
14

15 WHEREAS, JRBP has offered to contribute these funds to a partnership project
16 to mitigate stormwater through channel naturalization and improve water quality; and
17

18 WHEREAS, these funds will be used along with other budgeted funds providing
19 for the Fassnight Creek Stormwater Improvement Project.
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 accept
25 funds in the amount of \$141,500 from the James River Basin Partnership, for use in the
26 Fassnight Creek Stormwater Improvement Project at the Springfield Art Museum and to
27 enter into an agreement in substantial compliance with "Exhibit C," which is attached
28 hereto and incorporated herein by this reference, provided the form of any such contract
29 is approved by the City Attorney, or designee.
30

31 Section 2 – The budget of the Department of Public Works, for Fiscal Year 2019-
32 2020, is hereby authorized to be amended in the accounts and in the amounts as
33 shown on Budget Adjustment No. 052 in the Amount of \$141,500.00, a copy of which is

34 attached hereto and incorporated herein by reference as "Exhibit E" upon receipt of
35 funds from the JRBP.

36
37 Section 3 – City Council finds that the proposed budget adjustment above has
38 been recommended by the City Manager.

39
40 Section 4 – The City Manager is directed to cause the appropriate accounting
41 entries to be made in the books and records of the City.

42
43 Section 5 – This Ordinance shall be in full force and effect from and after
44 passage.

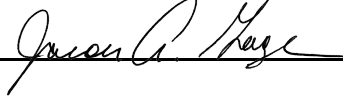
45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

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

57
58
59 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-101

FILED: 05-12-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a partnership with the James River Basin Partnership and to receive federal funds through the James River Basin Partnership for the purpose of a Stormwater Improvement Project to Fassnight Creek at the Springfield Art Museum, and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$141,500.00.

BACKGROUND INFORMATION: The available Environmental Protection Agency ("EPA") Section 319 federal grant funds are administered by the Missouri Department of Natural Resources ("MDNR") and are applicable toward projects that demonstrate: riparian restoration, infiltration enhancement by conversion of impervious to pervious surface, and tree planting for enhanced infiltration. The grant application to the MDNR was completed by JRBP in March 2020 with the intention of partnering with the City's Fassnight Creek project and committing \$141,500 of eligible federal grant funds toward removal of impervious concrete surfaces and construction of pervious channel lining. The engineer's estimate of construction cost of this project is \$2,317,134.60.

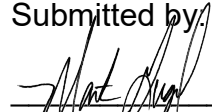
As part of the Master Plan for the Springfield Art Museum, Fassnight Creek will be restored to a naturalized channel for flood mitigation, and to provide benefits to water quality. The project will improve approximately 1,000 linear feet of existing concrete channel. The project construction activities shall include demolition and removal of the existing concrete channel lining, channel cross section modification, and site vegetation restoration. The primary project objectives are to naturalize the channel and reduce the risk of flooding to the Art Museum and surrounding residential properties. This project is consistent with channel improvements shown in the Art Museum Master Plan.

REMARKS: This Council Bill will authorize the City of Springfield to accept the grant if awarded. Matching funds for construction will be provided through 1/4-Cent Capital Improvements Sales Tax fund balance reserves that are being budgeted by a separate Council Bill. Public Works recommends approval of this Council Bill and budget adjustment.

This project supports the following City Council Priorities:

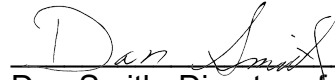
- Quality of Place
- Economic Vitality

Submitted by:



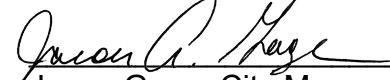
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Scope of Work

The City of Springfield will manage and construct Stormwater Improvements for Fassnight Creek at the Springfield Art Museum in accordance with City of Springfield capital improvement plan number: 2019PW0032. As part of the Master Plan for the Springfield Art Museum, Fassnight Creek will be restored to a naturalized channel for flood mitigation and to provide benefits to water quality. The project will improve approximately 1,000 linear feet of existing concrete channel. The project construction activities shall include demolition and removal of the existing concrete channel lining, channel cross section modification, and site vegetation restoration with selected Missouri native plantings. The primary project objectives are to naturalize the channel and reduce the risk of flooding to the Art Museum and surrounding residential properties. This project is consistent with the stormwater channel improvements shown in the Art Museum Master Plan.

The James River Basin Partnership (JRBP) has determined that grant funds can be applied to eligible construction line items for construction of pervious channel lining (applicable line items listed below). JRBP will provide partial reimbursement for construction line items below, up to a total of reimbursement of \$141,500, paid to the City in accordance with the "Schedule" in Exhibit B.

- Void Filled Rock Rip Rap, Type VL with River Cobble
- Soil Filled Rock Rip Rap, Type L

Schedule for Payment

The City of Springfield will request reimbursement of qualifying expenses from James River Basin Partnership (JRBP) on a quarterly basis and provide reasonable documentation, consisting of cover letter and progress pay estimate with eligible line items identified for reimbursement under this grant obtained by JRBP.

It is expected that the JRBP will receive grant funds from the Missouri Department of Natural Resources (MDNR) on a reimbursement basis. Therefore, it is expected that the JRBP will submit quarterly reimbursement requests to MDNR by January 15, April 15, July 15, and October 15 of each calendar year as required by MDNR. The City will submit reimbursement requests quarterly by January 1, April 1, July 1, or October 1 as may fall within the project timeline. Once the JRBP receives the grant funds from MDNR (estimated 6 to 8 weeks from reimbursement request to MDNR), the JRBP will forward reimbursement to the City within 10 business days.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, MISSOURI,
AND THE JAMES RIVER BASIN PARTNERSHIP**

This Interlocal Agreement is made and entered into this ____ day of _____ 2020, by and between the City of Springfield, acting by and through its governing body the City Council ("City") and the James River Basin Partnership ("JRBP"), all of Greene County, State of Missouri.

WHEREAS, this Agreement is made under the authority of City Council, Special Ordinance No. _____, passed the ____ day of _____ 2020; and

WHEREAS, JRBP submitted an application under the United States Environmental Protection Agency (EPA) 319 Nonpoint Source Grant Program for federal funds for Wilsons Creek Implementation Project. Funds shall be applied toward projects and demonstrations that convert impervious area to pervious area; JRBP has received funding and approval from the Missouri Department of Natural Resources (MDNR) in accordance with the Amended Grant Agreement dated September 28, 2018.

WHEREAS, the City wants to partner with JRBP and has proposed to partner on the Stormwater Improvements for Fassnight Creek at the Springfield Art Museum ("the Project") to be partially funded by this 319 Grant Program in the maximum amount of \$141,500. The City will manage and construct the Project with eligible grant funds applied to specific construction line items such as removal of existing concrete surface and installation of pervious, void-filled rock channel lining.

NOW THEREFORE, the City of Springfield and the JRBP agree as follows:

Section 1. Services by City. The City agrees to construct the Project as set forth in the Scope of Work attached as Exhibit A and incorporated herein ("Scope of Work").

Section 2. Payment for Services. JRBP agrees to pay the City for work on the Project in accordance with the schedule set forth in Exhibit B and incorporated herein ("Schedule").

Section 3. Other Terms and Conditions. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

- a. Conflicts. No salaried officer or employee of the JRBP, 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.
- b. Liability. Each party agrees to mutually indemnify each other to the extent allowed by law, and will carry liability insurance limits in the amount of at least Two Million and no/100 Dollars (\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000.00 for all claims

to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property, adding the other as an additional insured and providing certificates reflecting same.

- c. Compliance with Laws. The City and JRBP agree to comply with all laws, statutes, and regulations applicable to this Agreement.
- d. Assignment. No assignment of this Agreement can be made by either party without the prior written consent of the other party.
- e. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to Kirkland Preston, 840 Boonville Ave., Springfield, MO 65802, and to the James River Basin Partnership Executive Director, 901 S. National Ave., PCOB, Springfield, MO 65806.
- f. Jurisdiction. This Agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- g. Term of the Agreement. The term of this Agreement shall be from _____ to _____. This Agreement may be amended in writing by both parties.
- h. Entire Agreement. This Agreement constitutes the entire and only agreement between the parties relating to the Project. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the _____ day of _____, 20____ by and through their authorized representatives.

Assistant City Attorney

CITY OF SPRINGFIELD, MISSOURI

By: _____
Collin Quigley, Deputy City Manager

Approved as to Form:

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

David Holtmann, Director of Finance

JAMES RIVER BASIN PARTNERSHIP

By: _____
Brent Stock, Executive Director



(417) 836-8878 BRENT STOCK
(417) 836-4847 TODD WILKINSON
(417) 836-3756 TIM SMITH
FAX: (417) 836-8879

MAILING ADDRESS:
901 S. NATIONAL, PCOB
SPRINGFIELD, MO 65897

PHYSICAL ADDRESS:
117 PARK CENTRAL SQUARE
SPRINGFIELD, MO 65806

BOARD OF DIRECTORS:

PRESIDENT

- DAVE COONROD

PRESIDENT-ELECT

- STEVE CHILDERS

SECRETARY

- TRAVIS COSSEY

TREASURER

- JIM LUMPE

- DAN CHILES

- LOUANNE DANNER

- GORDON DAY

- JESSICA HAYES

- BUD HOGAN

- RAY JONES

- BRIAN SHIPMAN

- MILES SWEENEY

- MARK WOOD

EXECUTIVE DIRECTOR

- BRENT STOCK

PROJECT MANAGER

- TODD WILKINSON

STAFF:

- TIM SMITH

- LORING BULLARD

SUPPORTED IN PART BY:

- OUR MEMBERS

- MISSOURI DEPARTMENT OF
NATURAL RESOURCES

- MISSOURI STATE UNIVERSITY

- BASS PRO SHOPS

- GREENE COUNTY

- CITY OF NIXA

- CITY OF OZARK

- CITY OF SPRINGFIELD

- CITY OF REPUBLIC

May 7, 2020

Exhibit D

Mr. Dan Smith, PE, Director
Department of Public Works
840 Boonville Avenue
Springfield, MO 65802

Dear Dan:

The James River Basin Partnership (JRBP) is pleased to be able to work in partnership with the City of Springfield on the Stormwater Improvements for Fassnacht Creek. This project provides a valuable opportunity for us to apply \$141,500 in funding from our Wilson Creek "319" grant toward a project that will demonstrate practices that are beneficial for protection and restoration of water quality in Wilson Creek and the James River.

Goals to be achieved as a part of this grant include restoration and enhancement of stream corridors and reduction of impervious areas. The Fassnacht Creek project will accomplish both of these goals through removal of the existing concrete channel and replacement with a channel that allows for soil infiltration and establishment of native plants.

One of the most important aspects of the grant, and of our mission at JRBP, is to educate the public with regard to best practices for stormwater quality. This grant was originally planned to provide numerous small-scale demonstrations throughout the Wilson Creek watershed. When we learned of the Fassnacht Project we were excited to be able to participate in a project of a more meaningful scale that has the potential to reach a much wider audience. It is our hope that this project will provide a valuable educational opportunity, not only for patrons of the art museum, but also to students of all ages, design professionals, contractors and public officials.

The JRBP was formed in 1997 as a result of water quality concerns in the James River and the James River arm of Table Rock Lake. Through the efforts of the City of Springfield the algae blooms that plagued the lake 20 years ago are no longer present. Water quality in Wilson Creek has been improved to again allow species such as smallmouth bass to thrive. More importantly, the City and JRBP have forged an excellent working partnership.

We look forward to working with the City of Springfield to preserve our beautiful streams and lakes for us and future generations.

Sincerely,

Brent Stock, Executive Director

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit E

Budget Adjustment
052

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46050	20	73020	416010	000000	00000	\$ 141,500	Federal EPA Grant Revenues - Fassnight Creek Stormwater Imp. (administered by James River Basin Partnership through Missouri Department of Natural Resources)
Net Revenue Adjustment						\$ 141,500	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46050	20	73020	509110	000000	00000	\$ 141,500	Fassnight Creek Stormwater Improvements at the Art Museum
Net Expenditure Adjustment						\$ 141,500	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate federal EPA grant funds of \$141,500 for partial funding of the Fassnight Creek Stormwater Improvements near the Art Museum.

Requested By:

Dan Smith 5/12/20
Department Head Date

Approved By:

DL Hill 5/12/20
Director of Finance Date

Authorization:

Council Bill No. 2020-101
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-12-20

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 102

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant from the
2 Missouri Foundation for Health for the purchase of COVID-19
3 testing materials in the amount of \$364,000.00; entering into
4 necessary agreements to carry out the grant; and amending the
5 budget of the Springfield-Greene County Health Department for
6 Fiscal Year 2019-2020 in the initial amount of \$84,000.00, to
7 appropriate the grant funds.
8 _____
9

10 WHEREAS, the City has the opportunity, through the Springfield-Greene County
11 Health Department ("SGCHD"), to accept grant funding of up to \$364,000.00, from the
12 Missouri Foundation for Health, for the purchase of up to 16,000 COVID-19 test kits;
13 and
14

15 WHEREAS, the grant calls for the disbursement of funds to the SGCHD in the
16 initial amount of \$84,000.00, for the purchase of 3,000 test kits and subsequent
17 amounts may be disbursed for additional test kits if requested by the SGCHD and if
18 funds remain available; and
19

20 WHEREAS, an amendment to the budget provided for the SGCHD for Fiscal
21 Year 2019-2020 has been approved and recommended by the City Manager and the
22 Director of Health.
23

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

27 Section 1 – The City Manager, or his designee, is hereby authorized to accept
28 grant funding of up to \$364,000.00, including an initial disbursement of \$84,000.00, from
29 the Missouri Foundation for Health as referenced in the attached "Exhibit A," for the
30 receipt and use by the SGCHD to acquire COVID-19 test kits, and to do all things
31 necessary to carry out the grant, including the execution of contracts, provided the form
32 of the contract is approved by the City Manager's and the City Attorney's respective
33 offices.

34
35 Section 2 – The budget of the SGCHD for Fiscal Year 2019-2020 is hereby
36 amended in the accounts and in the amounts as shown on Budget Adjustment No. 053,
37 a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”
38

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

42 Section 4 – The City Manager is directed to cause the appropriate accounting
43 entries to be made in the books and records of the City. In the event additional funding
44 is provided under this grant by the grantor, the Finance Director of the City is hereby
45 authorized to adjust this appropriation by an amount not to exceed 20 percent of the
46 total grant sum of \$364,000.00.
47

48 Section 5 – This Ordinance shall be in full force and effect from and after
49 passage.
50

51
52 Passed at meeting: _____
53

54
55 _____
56 Mayor

57 Attest: _____, City Clerk
58

59 Filed as Ordinance: _____
60

61
62 Approved as to form: Don Willbl, Assistant City Attorney
63

64
65 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020-102

ORIGINATING DEPARTMENT: Health

FILED: 05-12-20

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the Missouri Foundation for Health for the purchase of COVID-19 testing materials in the amount of \$364,000.00; entering into necessary agreements to carry out the grant; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2019-2020 in the initial amount of \$84,000.00 to appropriate the grant funds.

BACKGROUND: This funding from Missouri Foundation for Health ("MFH") will be used to purchase SARS-CoV-2 materials, which will allow for COVID-19 testing in the laboratory's current Panther system. This will increase the COVID-19 testing capacity for the community and serve as a key element in mitigating the spread of the disease. The testing capacity is anticipated to be available mid-May 2020. The grant calls for the disbursement of funds to the SGCHD in the initial amount of \$84,000.00. Subsequent amounts may be disbursed if requested by the SGCHD and if funds remain available in the amounts of \$84,000.00, \$84,000.00, \$56,000.00, and \$56,000.00.

This budget adjustment accepts the increase in funds and budgets the amount of \$84,000 in expenditures in the SGCHD Fiscal Year 2019-2020 budget.

Submitted by:

Approved by:



Director of Health or Designee



City Manager or Designee

Exhibit A

PANTHER FUSION PROPOSAL Springfield-Greene County Health March 2019

Background

The mission of Springfield-Greene County Health (SGCH) is to protect and improve community health through education, collaboration, and prevention. This mission helps seek our vision of helping people live longer, healthier, happier lives. SGCH serves a municipal population of 168,122, a county population of 289,805, and a regional population exceeding 800,000.

Summary

In the current state of emergency, SGCH is currently unable to process laboratory test samples for COVID-19. The following proposal would expand the service opportunities available to our region to allow SGCH to process tests for COVID-19 in a timely manner, which is a key factor in containment. Along with addressing this current pandemic issue, this proposal would expand testing abilities and increase service capacity.

Proposal

SGCH is requesting funding assistance in the amount of \$459,000 to purchase the Panther Fusion as an addition to our current Panther equipment. This will provide sufficient funding to purchase the required instrument and 13,000 COVID-19 tests to process for the region over the first year of operation.

Funding Details:

- \$95,000	Fusion Equipment
- \$364,000	COVID-19 Tests (13,000 tests @ \$28/test)
- \$459,000	TOTAL

Capacity Improvements:

- 500 tests per 8 hours (165 current tests per 8 hours + 335 additional tests per 8 hours)
- First results available in 2.4 hours
- Additional Testing:
 - o COVID-19
 - o Group B Strep
 - o Influenza A/B/RSV (Respiratory Syncytial Virus)
 - o Parainfluenza Type 1, 2, 3 and 4
 - o Adv/hMPV/RV (Adenovirus/Human Metapneumovirus/Rhinovirus)
 - o Bordetella and GI Panel*
 - *In development – Once available, testing will also be expanding to include a GI panel as well as *Bordetella pertussis*.

Additional Improvements:

- Ability to run 3 PCR reactions from a single (360 µL) patient extraction. This will decrease the number of nasals swabs, which will improve the patient experience, decrease lab supplies, and improve operational efficiency.
- Increasing staff time spent on testing instead of preparing reagent kits, as the Fusion instrument does not require reagent management.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
053

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27150	11	50010	416020	102835		\$ 364,000	Funds from Missouri Foundation for Health for COVID-19
Net Revenue Adjustment						\$ 364,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27150	11	50010	501130	102835		\$ 364,000	COVID-19 Testing funded by MO Foundation for Health
Net Expenditure Adjustment						\$ 364,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2019-20 budget by appropriating Missouri Foundation for Health grant funds for COVID-19 testing kits.

Requested By:

W.C. Gaddard 5/12/20
Department Head Date

Approved By:

D.J. Hill 5/12/20
Director of Finance Date

Authorization:

Council Bill No. 2020-102
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. X
P. Hrngs.
Pgs. 57
Filed: 05-12-20

Sponsored by: Fisk

COUNCIL BILL 2020-103 RESOLUTION

A RESOLUTION

1 ACKNOWLEDGING a Base Lease between the City of Springfield, Missouri, by and
2 through the Springfield-Greene County Park Board, and Greene
3 County, Missouri, and a Lease Agreement between the Park
4 Board and Greene County; authorizing the execution of
5 documents related to the Base Lease, the Lease Agreement
6 and the issuance of Bonds by Greene County, Missouri, for
7 refunding certain bonds previously issued to fund improvements
8 to Dan Kinney Park; and prescribing certain related matters.
9 (Park Board recommends approval.)

10
11
12 WHEREAS, Greene County, Missouri (the "County") at the request of the City of
13 Springfield, Missouri, by and through the Springfield-Greene County Park Board (the
14 "Park Board"), previously issued \$7,000,000, of Special Obligation Parks Building
15 Bonds for construction and improvement of the Park Board's Dan Kinney Park ("Park
16 Project") Series 2011B (the "Refunded Bonds"); and

17
18 WHEREAS, at the request of the Park Board, the County proposes to undertake
19 the refunding of the Refunded Bonds through the issuance of a new series of bonds for
20 that purpose (the "Refunding Bonds"); and

21
22 WHEREAS, the City, the County and the Park Board have previously entered
23 into an agreement to make certain sales tax moneys available to repay the Refunded
24 Bonds and anticipate doing the same for the Refunding Bonds; and

25
26 WHEREAS, in connection with the issuance of the Refunding Bonds, the Park
27 Board wishes to enter into a Base Lease in substantially the form attached hereto as
28 "Exhibit A" and a Lease Agreement in substantially the form attached hereto as "Exhibit
29 B," all with such changes therein as approved by the officials executing such documents
30 (collectively, the "Financing Documents"); and

31
32 WHEREAS, the City and the Park Board are agreeable to entering into the
33 Financing Documents in connection with the issuance of the Refunding Bonds.
34

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

37
38 Section 1 – The Park Board is authorized to enter into the Financing Documents
39 in substantially the same form as the documents which are attached hereto and
40 incorporated herein by this reference as “Exhibit A” and “Exhibit B,” respectively, and is
41 hereby authorized to execute and deliver the Financing Documents with such changes
42 therein as shall be approved by the officials executing such documents, such officials’
43 signatures being conclusive evidence of their approval thereof.
44

45 Section 2 – The officers of the Park Board, including the Chair and the Director of
46 Parks, and the City, including the Mayor, the City Manager, the Director of Finance, the
47 City Attorney and the City Clerk, are hereby authorized and directed to execute all
48 documents and take such actions as they may deem necessary or advisable in order to
49 carry out and perform the purposes of this Resolution and to make ministerial
50 alterations, changes or additions in the foregoing agreements, statements, instruments
51 and other documents herein approved, authorized and confirmed which they may
52 approve, and the execution or taking of such action shall be conclusive evidence of
53 such necessity or advisability.
54

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

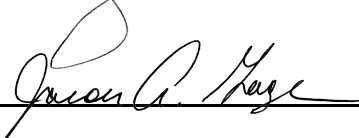
57
58 Passed at meeting: _____
59

60
61 _____
62 Mayor

63 Attest: _____, City Clerk
64

65 Filed as Resolution: _____
66

67
68 Approved as to Form: , Assistant City Attorney
69

70
71 Approved for Council Action: , City Manager

EXPLANATION TO COUNCIL BILL 2020 -103

FILED: 05-12-20

ORIGINATING DEPARTMENT: Parks.

PURPOSE: Acknowledging a Base Lease between the City of Springfield, Missouri, by and through the Springfield-Greene County Park Board ("Park Board"), and Greene County, Missouri ("County"), and a Lease Agreement between the Park Board and Greene County; authorizing the execution of documents related to the Base Lease, the Lease Agreement and the issuance of Bonds by Greene County, Missouri for refunding certain bonds previously issued to fund improvements to Dan Kinney Park; and prescribing certain related matters. (Park Board recommends approval.)

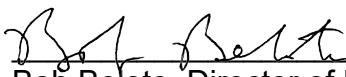
BACKGROUND INFORMATION: In 2011, City Council approved Council Bill 2011-026, approving of the Park Board pursuing bonding through the County for construction of various improvements at the Park Board's Dan Kinney Park and Family Center. Based upon market opportunities, the Park Board is now interested in refinancing this debt service on the Dan Kinney Park Series Bonds issued in 2011.

If refunded in the current market, the Park Board has an opportunity of realizing potential savings in debt service payments. The maturity date will remain unchanged (i.e. no extension of the existing debt service maturity date of fiscal year ending June 30, 2027) and, because of the short timeframe for repayment, there will be no option for early pay off. There will also be no out-of-pocket costs for the Park Board for refinancing because all costs will be included in the re-structured debt service payments.

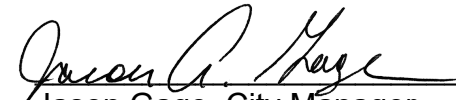
REMARKS: Given the Park Board's current budget constraints and the potential to realize annual savings in the Park Board's debt service payments, the Park Board respectfully requests that City Council approve of this refinancing opportunity.

Submitted by:

Approved by:



Bob Belote, Director of Parks



Jason Gage, City Manager

BASE LEASE

Grantor:	THE CITY OF SPRINGFIELD, MISSOURI BY AND THROUGH THE SPRINGFIELD-GREENE COUNTY PARK BOARD 1923 N. Weller Springfield, Missouri 65803
Grantee:	GREENE COUNTY, MISSOURI 940 Boonville Springfield, Missouri 65802
Project Site:	See Schedule 1
Dated as of:	July 1, 2020

BASE LEASE

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BASE LEASE

THIS BASE LEASE (this “Base Lease”) dated as of July 1, 2020, by and between **THE CITY OF SPRINGFIELD, MISSOURI BY AND THROUGH THE SPRINGFIELD-GREENE COUNTY PARK BOARD**, an administrative board of the City of Springfield, Missouri, as Lessor (the “Park Board”), and **GREENE COUNTY, MISSOURI**, a first class county organized under the laws of the State of Missouri, as Site Lessee (the “County”).

WITNESSETH:

WHEREAS, the Park Board owns a leasehold interest in the real estate described on Schedule 1 attached hereto and all buildings and improvements thereon (the “Project Site”), and desires to refinance the costs of a project (the “Project”) consisting of constructing, furnishing and equipping of a community center and park known as Dan Kinney Park on the Project Site, which Project is more specifically described in **Schedule 2** attached hereto; and

WHEREAS, the Park Board desires to lease the Project to the County upon the terms and conditions herein set forth in order to provide for the financing of the Project; and

WHEREAS, the County proposes (a) to enter into a Trust Indenture of even date herewith (the “Indenture”), between the County and BOKF, N.A., Kansas City, Missouri, as Trustee, under which the County will issue its Taxable Special Obligation Parks Building Refunding Bonds, Series 2020 (Dan Kinney Park Project) (the “Series 2020 Bonds”) to provide funds for the purposes described therein, and (b) to lease its interest in the Project to the Park Board under a Lease Agreement of even date herewith (the “Lease”) for the purpose of leasing the Project back to the Park Board pursuant to the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Park Board and the County do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein or the Lease, capitalized words and terms as used in this Base Lease shall have the meanings given to such words and terms in the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the 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. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed such terms by generally accepted accounting principles as from time to time in effect. The table of contents hereto and the headings and captions herein are not a part of this document. 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

REPRESENTATIONS

Section 2.1. Representations of the Park Board. The Park Board represents, warrants and covenants to the County as follows:

(a) The Park Board is an administrative board of the City of Springfield, Missouri, formed pursuant to the charter of said City.

(b) The Park Board has full power and authority to enter into this Base Lease and the transactions contemplated by this Base Lease and to carry out its obligations hereunder, and by proper action has duly authorized the execution and delivery of this Base Lease by its duly authorized officers.

(c) The execution and delivery of this Base Lease and the Lease, the consummation of the transactions contemplated hereby and thereby, and the performance of or compliance with the terms and conditions of this Base Lease and the Lease by the Park Board will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Park Board is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Park Board or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Park Board under the terms of any instrument or agreement to which the Park Board is a party.

(d) The Park Board has a leasehold interest in the Project Site.

(e) The lease of the Project Site by the Park Board to the County, as provided in this Base Lease, will enhance and expand the use of public facilities owned by the Park Board and as a result thereof will serve all of the aforesaid purposes and is therefore necessary, desirable and in the public interest.

(f) The Project and Project Site will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 2.2. Representations of the County. The County represents, warrants and covenants to the Park Board as follows:

(a) The County is a first class county and political subdivision organized and existing under the laws of the State of Missouri.

(b) The County has corporate power to enter into this Base Lease, and by proper corporate action has duly authorized the execution and delivery of this Base Lease by its duly authorized officers.

(c) The execution and delivery of this Base Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Base Lease, the Lease, the Indenture and other documents relating to the execution and delivery of the Bonds will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the County is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the County or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or

encumbrance of any nature whatsoever upon any of the property or assets of the County under the terms of any instrument or agreement to which the County is a party or by which it or any of its property is bound.

ARTICLE III

LEASE OF THE PROJECT

Section 3.1. Lease of Project. The Park Board hereby demises and leases the Project to the County, and the County hereby leases the Project from the Park Board, subject to Permitted Encumbrances, on the terms and conditions herein set forth. The Project Site shall not be subject to this Base Lease.

Section 3.2. Base Lease Term. The term of this Base Lease shall commence as of the date of the delivery hereof and shall end on December 31, 2030, unless such term is sooner terminated as hereinafter provided.

Section 3.3. Quiet Enjoyment. Subject to the Lease, the County at all times during the term of this Base Lease shall peaceably and quietly have and enjoy the Project, subject to Permitted Encumbrances. The County shall use the Project solely for the purpose of refinancing the costs of acquiring, constructing, improving, furnishing and equipping the Project for the Park Board pursuant to the Lease; provided, that in the event of default by the Park Board under the Lease, the County may exercise the remedies provided in the Lease and this Base Lease.

Section 3.4. No Merger. Subject to **Section 5.1** hereof, no union of the interests of the Park Board and the County herein shall result in a merger of this Base Lease and the Lease or of this Base Lease and the fee title to the Project.

Section 3.5. Assignments, Subleases and Mortgage.

(a) Simultaneously with the delivery of this Base Lease, the County is subleasing the Project to the Park Board pursuant to the Lease, but subject to the Indenture and the reservation of certain rights under this Base Lease.

(b) The County may not mortgage or otherwise assign its rights under this Base Lease or sublet the Project without the written consent of the Park Board except (a) the sublease and lease of the Project pursuant to the Lease, (b) the assignment pursuant to the Indenture of its rights under the Base Lease and the Lease, (c) if the Lease is terminated for any reason and this Base Lease is not otherwise terminated as provided herein, (d) if an Event of Default or an Event of Nonappropriation under the Lease has occurred, or (e) pursuant to the terms of the Memorandum of Statutory Mortgage Lien and Assignment.

(c) Except with respect to Permitted Encumbrances and as otherwise provided herein, in the Lease or in the Indenture, neither the County nor the Park Board shall, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project or Project Site. Whenever and as often as any mechanics' or other lien is filed against the Project or Project Site, or any part thereof, the Park Board shall discharge the same of record within 60 days after the date of filing. Notice is hereby given that the County shall not be liable for any labor or materials furnished to the Park Board or to anyone claiming by, through or under the Park Board upon credit, and that no mechanics' or other lien shall attach to or affect the reversionary or other estate of the County in and to the Project or any part thereof.

Section 3.6. Eminent Domain. In the event the whole or any part of the Project Site or the Project is taken by eminent domain proceedings, the interest of the County shall be recognized. The

proceeds of said condemnation shall be applied as provided in **Article VIII** of the Lease. The County and the Park Board have reached an agreement on the terms of the acquisition of the Project at Park Board's option, and to the use of the Project, all as set forth in the Lease. Any acquisition of the Project or rights to their use by the Park Board (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Option Purchase Price as set forth in the Lease. If the Park Board allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default under the Lease), that action shall constitute an irrevocable determination by the Park Board that the Project is not required by it for any public purpose for the term of this Base Lease.

ARTICLE IV

RENTAL PROVISIONS

Section 4.1. Rent and Other Considerations. As and for rental hereunder and in consideration for the leasing of the Project to the County hereunder, the County shall:

- (a) Cause the Series 2020 Bonds to be delivered to the purchasers thereof having such terms as set forth in the Indenture; and
- (b) Cause the proceeds of the sale of the Series 2020 Bonds to be deposited as provided in the Indenture.

Section 4.2. Disbursement from Project Fund. The Park Board will authorize and direct the Trustee to disburse moneys in the Project Fund for the payment, or for reimbursement to the Park Board for payment, of the Project Costs upon the terms and conditions specified in the Indenture and in the Lease.

ARTICLE V

TERMINATION

Section 5.1. Termination. This Base Lease shall terminate upon the completion of the Base Lease term specified in **Section 3.2** hereof; provided, however, in the event (i) the Park Board pays all Rental Payments and Additional Payments required by the Lease during the Maximum Lease Term, or exercises the option to purchase the remaining Base Lease term of the County hereunder and pays the then applicable Purchase Price as provided in the Lease, and (ii) the Indenture has been discharged in accordance with its terms, then this Base Lease shall be considered assigned to the Park Board and terminated through merger of the leasehold interest with the fee interest if the Park Board is the owner of the fee interest and elects to terminate the leasehold interest so acquired from the County. The County agrees, upon such assignment and termination of the Base Lease term, to quit and surrender the Project as it then exists to the Park Board free and clear of encumbrances, except Permitted Encumbrances.

Section 5.2. Default by the Park Board. If an Event of Default or an Event of Nonappropriation under the Lease occurs for any reason, or if the Park Board terminates the Lease and fails to purchase the County's interest in the Project as provided in the Lease, the County, or its assignee, shall have the right to possession of the Project for the remainder of the Base Lease term and shall have the right to sublease the same or sell its interest in this Base Lease upon whatever terms and conditions it deems prudent. In such event, the County shall obtain the same insurance coverage with respect to the Project as the Park Board is required to obtain under the Lease for the remainder of the Base Lease term and will furnish the Park Board with evidence thereof. In the event that the County shall receive a payment for the

sale of its interest or total rental payments for subleasing that are, after the payment of the County's expenses in connection therewith including fees and expenses of the Trustee, in excess of the purchase price applicable at the time of termination or default plus interest thereon at the interest rate per annum borne by the Bonds (which must be an amount sufficient to pay the principal, premium, if any, and interest on the Bonds, or to provide for the payment thereof as provided in **Article XIII** of the Indenture, with amounts so received to be credited first to interest and then to principal), then such excess shall be paid to the Park Board by the County, its assigns or its sublessee.

Section 5.3. Default by the County. The Park Board shall not have the right to exclude the County from the Project or to take possession thereof (except pursuant to the Lease) or to terminate this Base Lease prior to the termination of the Base Lease term upon any default by the County hereunder; except that if, upon exercise of the option to purchase the County's interest in the Project under the Lease granted to the Park Board in the Lease and after the payment of the purchase price specified therein and the other sums payable under the Lease, the County fails to convey its interest therein to the Park Board pursuant to said option, then the Park Board shall have the right to terminate this Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the County and the Trustee. However, in the event of any default by the County hereunder, the Park Board may maintain an action for damages or, if permitted in equity, for specific performance.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or terminated, except as provided in the Indenture.

Section 6.2. Notices. Any notice, request, complaint, demand or other communication required by this Base Lease to be given to or filed with the Park Board, the County or the Trustee shall be in writing and shall be given or filed in the manner and at the addresses specified in the Indenture.

Section 6.3. Waiver of Personal Liability. All liabilities under this Base Lease on the part of the County are corporate liabilities of the County, and, to the extent permitted by law, the Park Board hereby releases each and every incorporator, member, director and officer of the County of and from any personal or individual liability under this Base Lease. No incorporator, member, director or officer of the County shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the County hereunder.

Section 6.4. Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the Park Board, the County and their respective successors and assigns.

Section 6.5. Severability. In the event any provision of this Base Lease shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 6.6. Execution in Counterparts. This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

Section 6.7. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 6.8. Electronic Storage of Documents. The County and the Park Board agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions or original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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DRAFT

IN WITNESS WHEREOF, the Park Board has caused this Base Lease to be executed in its name with its seal hereto affixed and attested by its duly authorized officers, and the County has caused this Base Lease to be executed in its name with its seal hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

**THE CITY OF SPRINGFIELD, MISSOURI
BY AND THROUGH THE SPRINGFIELD-
GREENE COUNTY PARK BOARD**

By: _____

Carolyn Gerdes, Chair

(SEAL)

ATTEST:

Bob Belote, Secretary of Board and Director of Parks

Approved as to form by: _____, City Attorney or Assistant City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public, appeared Carolyn Gerdes, to me personally known, who, being by me duly sworn, did say that she is the Chair of the **SPRINGFIELD-GREENE COUNTY PARK BOARD**, an administrative board of the City of Springfield, Missouri, and that said instrument was signed on behalf of said Park Board by authority of the Park Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Park Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires:

GREENE COUNTY, MISSOURI

By:_____

Bob Dixon
Presiding Commissioner

By:_____

Harold Bengsch
1st District Commissioner

By:_____

John Russell
2nd District Commissioner

(SEAL)

ATTEST

By:_____

Shane Schoeller
County Clerk

[notary block on following page]

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

BE IT REMEMBERED that on this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bob Dixon, Presiding Commissioner, Harold Bengsch, 1st District Commissioner and John Russell, 2nd District Commissioner, all of Greene County, Missouri, a first-class county duly organized and existing under the laws of the State of Missouri, and Shane Schoeller, County Clerk of the County, who are all personally known to me to be the same persons who executed the foregoing instrument of writing as such officials, and said Presiding Commissioner of the County, duly acknowledged the execution of the same to be the act of the County; and Shane Schoeller, County Clerk of the County, duly acknowledged the attestation of the same for and on behalf of the County, and affixed thereto the seal of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires:

**SCHEDULE 1
TO BASE LEASE**

THE PROJECT SITE

The following described land in the County of Greene, State of Missouri:

BEING A PART OF A TRACT OF LAND LYING IN THE EAST HALF (E½) OF THE NORTHWEST FRACTIONAL QUARTER (NWFRL¼) OF LOT TWO (2), SECTION THREE (3), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1671, PAGE 802 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF (E½) OF THE NORTHWEST FRACTION QUARTER (NWFRL¼) OF LOT TWO (2) IN SECTION THREE (3), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST; THENCE ALONG SAID EAST LINE, SOUTH 01°15'48" WEST, 150.57 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88°29'13" WEST, 31.70 FEET TO THE POINT OF BEGINNING SAID POINT LYING 20.00 FEET WEST OF THE WEST RIGHT-OF-WAY OF BLACKMAN ROAD; THENCE PARALLEL AND 20.00 WEST OF SAID WEST RIGHT-OF-WAY, SOUTH 01°41'00" WEST, 1196.59 FEET; THENCE NORTH 87°03'49" WEST, 658.99 FEET; THENCE NORTH 02°48'09" EAST 644.13 FEET; THENCE SOUTH 87°11'51" EAST, 300.00 FEET; THENCE NORTH 01°30'47" EAST, 543.00 FEET; THENCE SOUTH 88°29'13" EAST, 347.93 FEET TO THE POINT OF BEGINNING; ALL LYING IN THE EAST HALF (E½) OF THE NORTHWEST FRACTIONAL QUARTER (NWFRL¼) OF LOT TWO (2), SECTION THREE (3), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

**SCHEDULE 2
TO BASE LEASE**

THE PROJECT

The Project consists of facilities constructed on the Project Site, which includes but is not limited to the Dan Kinney Family Center, Miracle League Ballfield, park pavilion, restrooms and associated parking.

DRAFT

LEASE AGREEMENT

Between

GREENE COUNTY, MISSOURI

and

**THE CITY OF SPRINGFIELD, MISSOURI BY AND THROUGH THE
SPRINGFIELD-GREENE COUNTY PARK BOARD**

Dated as of July 1, 2020

The interest of Greene County, Missouri (the “County”) in this Lease Agreement has been assigned to BOKF, N.A., as trustee (the “Trustee”) under a Trust Indenture dated as of July 1, 2020, between the County and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT dated as of July 1, 2020 (this “Lease”), between **GREENE COUNTY, MISSOURI**, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the “County”), and **THE CITY OF SPRINGFIELD, MISSOURI BY AND THROUGH THE SPRINGFIELD-GREENE COUNTY PARK BOARD**, an administrative board of the City of Springfield, Missouri (the “Park Board”).

WITNESSETH:

WHEREAS, the County under Sections 49.520 to 49.580, Revised Statutes of Missouri, as amended (the “Act”), is authorized to purchase, construct or extend public buildings for proper county purposes through the issuance of negotiable bonds by order of the county commission of the county; and

WHEREAS, pursuant to a Resolution adopted by the County Commission on _____, 2020, the County has approved the delivery and sale of its Taxable Special Obligation Parks Building Refunding Bonds, Series 2020 (Dan Kinney Park Project) (the “Series 2020 Bonds”), issued and delivered pursuant to a Trust Indenture of even date herewith (the “Indenture”), between the County and BOKF, N.A., Kansas City, Missouri, as trustee (the “Trustee”), and the County has been authorized to (a) enter into a Base Lease with the Park Board, of even date herewith (the “Base Lease”), pursuant to which the Park Board shall grant a leasehold interest to the County for a maximum Base Lease Term ending on December 31, 2030 in a Project described in **Schedule 2** attached hereto (the “Project”), and (b) enter into this Lease, under which proceeds of the Series 2020 Bonds will be used to provide for the refunding of a series of bonds previously issued by the County to fund construction of the Project (the “Refunded Bonds,” as further described in the Indenture); and

WHEREAS, the County is authorized (i) to execute and deliver the Indenture for the purpose of providing for the delivery and security for the Bonds and for the purpose of providing funds to pay the costs of the Project, (ii) to enter into this Lease, and (iii) to refund the Refunded Bonds, the proceeds of which were used to complete the Project; and

WHEREAS, pursuant to a resolution adopted June _____, 2020, the Park Board is authorized to enter into this Lease and the Base Lease; and

WHEREAS, pursuant to the foregoing, the County desires to lease the Project to the Park Board and the Park Board desires to lease the Project from the County, for the Rental Payments and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the County and the Park Board do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) All references in this Lease to a particular article, section, other subdivision, exhibit, schedule or appendix shall be construed to be a reference to the specified article, section or other subdivision hereof or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or interest. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(c) The section and article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

(d) 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

REPRESENTATIONS

Section 2.1. Representations by the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a first class county and political subdivision organized and existing under the laws of the State of Missouri.

(b) The County has lawful power and authority under the laws of the State to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the County has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease, the Base Lease, the Indenture and other documents relating to the execution and sale of the Bonds will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the County is a party or by which it or any of its property is bound or any order, rule or regulation applicable to the County or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the County under the terms of any instrument or agreement to which the County is a party or by which it or any of its property is bound.

(d) The County has, pursuant to the Base Lease, acquired a leasehold estate in the Project, and proposes to refund the Refunded Bonds which were issued to acquire, construct, improve, furnish and equip the Project. The County proposes to lease the Project to the Park Board and may sell the Project to the Park Board if the Park Board exercises its option to purchase the Project, all for the purpose of furthering the public purposes of the Act.

(e) The refunding of the Refunded Bonds and the leasing of the Project by the County to the Park Board hereunder will further the public purposes of the Act.

(f) To refund the Refunded Bonds, the County will cause the execution and sale of the Series 2020 Bonds in the aggregate principal amount of \$ _____. The Series 2020 Bonds will have such terms as set forth in **Section 208** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture. The Series 2020 Bonds are to be executed under and secured by the Indenture.

(g) The County shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof.

(h) No member of the County Commission of the County or any other officer of the County has any significant conflicting interest, financial, employment or otherwise, in the Park Board, the Project or in the transactions contemplated hereby.

(i) To the knowledge of the County, there is no litigation or proceeding pending or threatened against the County or any other person affecting the right of the County to execute or deliver this Lease, the Base Lease or the Indenture or to comply with its obligations under this Lease, the Base Lease or the Indenture. Neither the execution and delivery of this Lease, the Base Lease or the Indenture by the County, nor compliance by the County with its obligations under this Lease, the Base Lease or the Indenture require the County to obtain approval of any regulatory body or any other entity which approval has not been obtained.

Section 2.2. Representations by the Park Board. The Park Board makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Park Board is an administrative board of the City of Springfield, Missouri.

(b) The Park Board has lawful power and authority to enter into this Lease and the Base Lease and to carry out its obligations hereunder and thereunder and by proper action of its Board of Education has been duly authorized to execute and deliver this Lease and the Base Lease, acting by and through its duly authorized officers.

(c) The execution and delivery of this Lease and the Base Lease, the consummation of the transactions contemplated hereby and thereby, and the performance of or compliance with the terms and conditions of this Lease and the Base Lease by the Park Board will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Park Board is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Park Board or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Park Board under the terms of any instrument or agreement to which the Park Board is a party.

(d) The refunding of the Refunded Bonds and the leasing of the Project by the County to the Park Board will advance the purposes of the Act, and the Project constitutes essential governmental property to the Park Board.

(e) The Project and all other property of the Park Board will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

(f) This Lease and the Base Lease constitute legal, valid and binding obligations of the Park Board enforceable in accordance with their terms, except to the extent limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(g) To the knowledge of the Park Board, there is no litigation or proceeding pending or threatened against the Park Board or any other person affecting the right of the Park Board to execute this Lease or the Base Lease or the ability of the Park Board to make the payments required hereunder or to otherwise comply with the obligations contained herein or in the Base Lease, or to consummate the transactions contemplated hereby, in the Base Lease or the Indenture.

(h) No member of the governing body of the Park Board or any other officer of the Park Board has any significant conflicting interest, financial, employment or otherwise, in the Park Board, the Project or in the transactions contemplated hereby.

(i) The execution and delivery of this Lease by the Park Board will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Park Board is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Park Board or its property of any court or other governmental body.

(j) The Park Board is an administrative board of the City, and the City is a governmental unit under the laws of the State with general taxing powers, and 95% or more of the net proceeds of the Series 2020 Bonds will be used for local governmental activities of the Park Board.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Lease of Project. The County hereby rents, leases and lets the Project to the Park Board, and the Park Board hereby rents, leases and hires the Project from the County, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term.

(a) This Lease shall become effective upon its delivery, and subject to earlier termination pursuant to the provisions of this Lease, shall have an Initial Term terminating on the last day of the Park Board's current Fiscal Year.

(b) The Lease Term may be extended, solely at the option of the Park Board, at the end of the Initial Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term.

(c) At the end of the Initial Term and at the end of each Renewal Term, the Park Board shall be deemed to have exercised its option to continue this Lease for the next Renewal Term, unless the Park Board delivers written notice to the Trustee no later than June 30 of each year stating the Park Board's intention to not extend the Lease Term. The Park Board's option to renew or not to renew this Lease shall be conclusively determined by whether or not the Park Board has, on or before the June 30 immediately preceding the end of the Initial Term or any Renewal Term then in effect, budgeted and appropriated, specifically with respect to this Lease, moneys sufficient to pay all the Rental Payments (taking into account credits against such Rental Payments as provided for herein) and reasonably estimated Additional Payments for the ensuing Renewal Term. The Treasurer of the Park Board (or any other officer at any time charged with the responsibility of preparing budget proposals) is hereby directed to include in the budget proposal

submitted to the City Council, in any year in which this Lease shall be in effect, items for all payments required for the next ensuing Renewal Term under this Lease; it being the intention of the Park Board that the decision to renew or not to renew this Lease shall be made solely by the City Council of the City and not by any other official of the Park Board or the City.

(d) The Park Board's option to renew or not to renew this Lease may not be exercised at any time during which an Event of Default has occurred and is then continuing under any of the terms of this Lease; provided, however, that if such Event of Default (money payments excepted) is of such nature that the same is curable but not within the period allowed for curing such Event of Default, then the right of the Park Board to exercise the option hereby granted shall not be suspended if the Park Board shall have promptly commenced within such period to comply with the provisions hereof which shall have been breached by it and if so long as the Park Board shall, with diligence and continuity, proceed to cure such Event of Default.

(e) The Park Board intends, subject to the provisions above respecting the failure of the City to budget or appropriate funds to make Rental Payments and Additional Payments, to continue the Lease Term and to pay the Rental Payments and Additional Payments hereunder. The Park Board reasonably believes that legally available funds in an amount sufficient to make all Rental Payments and Additional Payments during the Initial Term and each Renewal Term, when taking into account credits toward such payments as described herein, can be obtained. The Park Board further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments and Additional Payments may be made, including making provision for such Rental Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the Park Board and the City and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to continue the Lease Term is to be made in accordance with the Park Board's and City's normal procedures for such decisions.

(f) The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the Rental Payments and the Option Purchase Price shall be as provided in the schedules set forth in Schedule 4 hereto, as such schedules may be revised as provided in **Section 306** of the Indenture.

Section 3.3. Termination of the Lease Term. The Lease Term will terminate, and all of the Park Board's right, title and interest in and to this Lease (except to the extent of any conveyance pursuant to **Article XI** hereof) and its obligations hereunder shall terminate without penalty upon the earliest to occur of any of the following events:

(a) the expiration of the Initial Term or any Renewal Term and the nonrenewal of the Lease Term resulting from an Event of Nonappropriation pursuant to **Section 5.5** hereof (which is not thereafter waived by the Trustee as herein provided);

(b) the exercise by the Park Board of the option to purchase the Project pursuant to **Section 11.1** hereof;

(c) an Event of Default and the Trustee's election to terminate this Lease as provided in **Article XIII**;

(d) the payment by the Park Board of all Rental Payments and Additional Payments authorized or required to be paid by the Park Board hereunder during the Maximum Lease Term; or

(e) November 1, 2026.

The Park Board does not have the right to terminate this Lease for any default by the County hereunder.

Section 3.4. Possession and Use of the Project.

(a) The County covenants and agrees that as long as the Park Board shall not be in default under this Lease, the Park Board shall have sole and exclusive possession of the Project (subject to the Trustee's right of access pursuant to **Section 3.5**) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The County covenants and agrees that it will not take any action, except as expressly set forth in this Lease, to prevent the Park Board from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Park Board, cooperate with the Park Board in order that the Park Board may have quiet and peaceable possession and enjoyment of the Project and will defend the Park Board's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section and the Tax Compliance Agreement, the Park Board shall have the right to use the Project for any lawful purpose allowed by law. The Park Board shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities (including without limitation all environmental laws), now or hereafter applicable to the Project and the other property of the Park Board or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Park Board shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of **Article VI** hereof. The Park Board shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Park Board to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Park Board shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Park Board may refrain from complying therewith unless the County or the Trustee shall notify the Park Board that, in the opinion of Counsel, by noncompliance the interest of the County and the Trustee in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the Park Board shall promptly comply therewith or provide the County and the Trustee with full security against any such loss or forfeiture, in form satisfactory to the County and the Trustee. The County will cooperate fully with the Park Board in any such contest, upon request and at the expense of the Park Board.

(c) The Park Board agrees to use the Project in the manner described in the Tax Compliance Agreement.

Section 3.5. Right of Access to the Project. The Park Board agrees that the Trustee and its duly authorized agents shall have the right at reasonable times during business hours, subject to the Park Board's usual safety and security requirements, to examine and inspect the Project without interference or prejudice to the Park Board's operations. The Park Board further agrees that the Trustee and its duly authorized agents shall have such rights of access to the Project (a) as may be reasonably necessary to effect the completion of the acquisition, construction, furnishing and equipping of the Project specified in **Section 4.2** hereof, (b) maintaining and performing such work in and about the Project made necessary by reason of the Park Board's default under any of the provisions hereof, and (c) exhibiting the Project to prospective purchasers, lessees or trustees subsequent to an Event of Default or Event of Nonappropriation.

ARTICLE IV
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**ISSUANCE AND DELIVERY OF BONDS;
TITLE TO THE PROJECT**

Section 4.1. Execution and Delivery of Bonds. In order to provide funds to refund the Refunded Bonds which were issued to pay Project Costs, the County concurrently with the delivery of this Lease has assigned all of its rights under this Lease (except for the County's rights to indemnification under certain circumstances as provided in **Section 6.8** hereof) to be held in trust pursuant to the Indenture. The County and Trustee will, concurrently with the delivery of this Lease, execute and deliver the Series 2020 Bonds under the Indenture. The proceeds of the sale of the Bonds shall be paid to the Trustee as provided in the Indenture to be used and applied as hereinafter provided in this Article and in the Indenture.

Section 4.2. Title to Portions of the Project. Title to the personal property included in the Project and any and all additions and modifications to or replacements of any such portion of the Project shall be held in the name of the Park Board, subject to rights of the County under this Lease. If an Event of Default occurs as set forth in **Section 12.1** or if an Event of Nonappropriation shall occur, title to the personal property included in the Project shall, at the option of the Trustee, thereafter immediately and without any action by the Park Board vest in the Trustee, as assignee of the County, and the Park Board will, upon the Trustee's request, reasonably surrender possession of the Project to the Trustee. It is the intent of the parties hereto that any transfer of title to the Trustee pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument or conveyance. The Park Board irrevocably designates, makes, constitutes and appoints the Trustee as the Park Board's true and lawful attorney (and agent in fact) with power, at such time of termination or times thereafter as Trustee in its sole and absolute discretion may determine, in the Park Board's or Trustee's name, to endorse the name of the Park Board upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the personal property included in the Project in order to vest title in County and transfer possession to Trustee.

Section 4.3. Machinery and Equipment Purchased by the Park Board. The Park Board may from time to time at its own expense install machinery, equipment and other tangible property at the Project. Any item of machinery or equipment the entire purchase price of which is paid by the Park Board with the Park Board's own funds, and no part of the purchase price of which is paid from funds deposited pursuant to the terms of this Lease in the Costs of Issuance and Net Proceeds Fund nor from any other funds deposited with the Trustee pursuant to the Indenture or from proceeds of the Refunded Bonds, shall be and remain the property of the Park Board and shall not constitute part of the Project; provided, however, that title to any such machinery, equipment and other tangible property which becomes permanently affixed to the Project or the Project Site shall be, subject to this Lease, and shall be included under the terms of this Lease in the event that the Project would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

Section 4.4. Investment of Moneys in Funds. Any moneys held as a part of the Funds held by the Trustee under the Indenture shall, at the written direction of the Authorized County Representative, be invested or reinvested by the Trustee, to the extent permitted by law, in Permitted Investments in accordance with the provisions of **Section 702** of the Indenture.

ARTICLE V

PAYMENTS

Section 5.1. Rental Payments.

(a) The Park Board covenants and agrees to make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America, to the Trustee at its principal corporate trust office or such other office as the Trustee shall designate during the Initial Term and each Renewal Term, in the amounts and on the dates at least five Business Days prior to each Bond Payment Date set forth in **Schedule 4** hereto (or on any other date a Rental Payment is due with respect to the Project whether at stated maturity, upon redemption or declaration of acceleration or otherwise), in funds which will be immediately available to the Trustee in the Debt Service Fund on the due dates. Each semiannual Rental Payment shall be in consideration for the use of the Project by the Park Board for the period from the effective date of this Lease or the immediately preceding Rental Payment Date. All Rental Payments provided for in this Section shall be paid by the Park Board directly to the Trustee for the account of the County and shall be deposited in accordance with the provisions of the Indenture into the Debt Service Fund. The amounts deposited in the Debt Service Fund shall be used and applied by the Trustee in the manner and for the purposes set forth in the Indenture.

(b) There shall be credited against Rental Payments (i) any amount held in the Debt Service Fund on each Rental Payment Date, including the portion of the proceeds of the sale of the Bonds which is deposited in the Debt Service Fund; (ii) on the Rental Payment Date next preceding the Bond Payment Date on which the final payment of the principal of and interest on the Bonds are to be paid, any amount to be transferred into the Debt Service Fund in accordance with **Section 606** of the Indenture, and (iii) the amount of Retained Sales Tax for the period of determination under the Park Sales Tax Distribution Agreement.

(c) The Park Board hereby agrees to pay the Rental Payments in accordance with the Rental Payment Schedule attached as **Schedule 4** as it may be revised from time to time by such amounts as are necessary to reflect the redemption of principal of the Bonds.

(d) If the Park Board fails to make any portion of the Rental Payments which are due hereunder, the Park Board will immediately quit and vacate the Project, and the Rental Payments (except for Rental Payments which have been theretofore appropriated and then available for such purpose) shall thereupon cease, it being understood between the parties that neither the Park Board nor any agency or political subdivision thereof is obligated to make any Rental Payments which are due to the County or the Option Purchase Price hereunder except as provided herein. Should the Park Board fail to pay any portion of the required Rental Payments or Additional Payments and then fail to immediately quit and vacate the Project, the Trustee in accordance with the Indenture may immediately bring legal action to evict the Park Board from the Project (and the Park Board shall, to the extent permitted by law, pay as damages for its failure to quit and vacate the Project upon termination of the then current term of the Lease in violation of the terms hereof an amount equal to the Rental Payments and Additional Payments otherwise payable during such term prorated on a daily basis) and commence proceedings to exercise available rights and remedies under this Lease or the Base Lease. No judgment may be entered against the Park Board for failure to make any Rental Payments, Additional Payments or the Option Purchase Price hereunder, except to the extent that the Park Board has theretofore incurred liability to make any such payments through its actual use and occupancy of the Project, or through its exercise of an option that renews this Lease for an additional Renewal Term for which moneys have been appropriated, or is otherwise obligated to make such payments pursuant to this Lease.

Section 5.2. Additional Payments. The Park Board shall pay as Additional Payments the following amounts:

- (a) All fees, charges and expenses, including agent and counsel fees and expenses, of the Trustee and the Paying Agent incurred under the Indenture, as and when the same become due.
- (b) All costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of Bonds.
- (c) An amount sufficient to reimburse the County for all expenses reasonably incurred by the County hereunder and in connection with the performance of the County's obligations under this Lease, the Base Lease or the Indenture.
- (d) All expenses incurred in connection with the enforcement of any rights under this Lease, the Base Lease or the Indenture by the County, the Trustee or the Registered Owners.
- (e) All amounts required to be rebated to the United States, if any, as provided in the Indenture and the Tax Compliance Agreement.
- (f) All other payments of whatever nature which the Park Board has agreed to pay or assume under the provisions of this Lease, the Indenture or the Base Lease.

The Park Board shall designate in writing to the Trustee an address to which all applicable statements, invoices and requisitions for Additional Payments are to be mailed. Each Additional Payment shall be paid in lawful money of the United States of America, at the appropriate office as designated by the respective payees entitled to receive such Additional Payment.

If the Park Board fails to pay any Additional Payments required by this Lease, the Trustee may (but shall be under no obligation to) pay such Additional Payments, which Additional Payments, together with interest thereon at the Prime Rate plus 2%, are to be reimbursed to the Trustee, by the Park Board upon demand therefor, subject to the availability of sufficient legally available funds for such purpose.

Section 5.3. Obligations Absolute and Unconditional.

(a) The Park Board hereby agrees that its obligation to pay the Rental Payments from legally available funds appropriated for such purpose shall be absolute and unconditional and, except as expressly herein provided, shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the County of any obligation to the Park Board, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Park Board by the County. Notwithstanding any dispute between the Park Board and the County hereunder, the Park Board shall pay all Rental Payments and Additional Payments when due and shall not withhold payment of any Rental Payments and Additional Payments pending the final resolution of such dispute.

(b) Nothing in this Lease shall be construed to release the County from the performance of any agreement on its part herein contained or as a waiver by the Park Board of any rights or claims which the Park Board may have against the County under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the County separately, it being the intent of this Lease that the Park Board shall (except as provided in subsection (a) above) be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to make Rental Payments and to make Additional Payments) for the benefit of the Registered Owners of the Bonds.

The Park Board may, however, at its own cost and expense and in its own name or in the name of the County, prosecute or defend any action or proceeding or take any other action involving third persons which the Park Board deems reasonably necessary in order to secure or protect its right of possession, occupancy and use of the Project, and in such event the County hereby agrees, so long 'as the Park Board is not in default hereunder, to cooperate fully with the Park Board and to take all action necessary to effect the substitution of the Park Board for the County in any such action or proceeding if the Park Board shall so request.

Section 5.4. Rental Payments to Constitute a Current Expense of the Park Board.

(a) The Park Board acknowledges and agrees, and the County acknowledges, that the Rental Payments and Additional Payments hereunder shall constitute currently budgeted expenditures of the Park Board and City, and shall not in any way be construed to be a general obligation or debt of the Park Board or City in contravention of any applicable constitutional, charter or statutory limitation or requirements concerning the creation of indebtedness by the Park Board or City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the Park Board or City. The Park Board's obligations to pay Rental Payments and Additional Payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the Park Board or City in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as creating a liability or general obligation or other indebtedness of the Park Board or City within the meaning of any constitutional or statutory debt limitation or restriction. No provision of this Lease shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Park Board within the meaning of the Constitution of the State. Neither this Lease nor the delivery of the Bonds shall directly or indirectly obligate the Park Board or City to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the Park Board's use in the then current Fiscal Year, but in each Fiscal Year Rental Payments shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years; provided, however, that nothing herein shall be construed to limit the rights of the Registered Owners or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture. The Park Board shall be under no obligation whatsoever to exercise its option to purchase the Project under **Article XI** hereof. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of Park Board moneys, nor shall any provision of this Lease restrict the future issuance of any bonds or obligations payable from any class or source of moneys of the Park Board or City. Failure of the Park Board or City to budget and appropriate said moneys on or before June 30 during any year shall be deemed a conclusive determination of non-availability of funds for the purpose of this Lease.

(b) The parties hereto acknowledge and agree that upon the expiration or termination of the Initial Term and any Renewal Term and failure by the Park Board to renew this Lease, the Park Board shall be wholly discharged from any liability to make Rental Payments or Additional Payments hereunder other than Rental Payments or Additional Payments incurred prior to the expiration or termination of such Initial Term or Renewal Term.

Section 5.5. Event of Nonappropriation.

(a) In the event that the Park Board or City shall not budget and appropriate, specifically with respect to this Lease, on or before the end of each Fiscal Year, moneys sufficient to pay all Rental Payments and the reasonably estimated Additional Payments coming due for the then current Renewal Term, an Event of Nonappropriation shall be deemed to have occurred. In the event that during the Initial Term or any Renewal Term, any Additional Payments shall become due which were not included in the Park Board's current budget, or which exceeded the amounts which were included therefor in the Park Board's current

budget, then, in the event that moneys are not specifically budgeted and appropriated to pay such Additional Payments within 30 days subsequent to the date upon which such Additional Payments are due, an Event of Nonappropriation shall be deemed to have occurred.

(b) If an Event of Nonappropriation occurs, the Park Board shall not be obligated to make payment of the Rental Payments or Additional Payments or any other payments provided for herein (other than **Section 6.8** hereof) which accrue after the last day of the Initial Term or Renewal Term during which such Event of Nonappropriation shall occur.

Section 5.6. Redemption of Bonds. If the Park Board is not in default in making Rental Payments under **Section 5.1** or Additional Payments under **Section 5.2**, the County and the Trustee, at the written direction of the Park Board, at any time when the aggregate moneys in the funds held under the Indenture are sufficient for such purposes, shall (i) if the Outstanding Bonds are then subject to redemption under the provisions of **Article III** of the Indenture, take all steps that may be necessary under the applicable redemption provisions of the Indenture to redeem all or such part of the principal of the then Outstanding Bonds as may be specified by the Park Board, on such date as may be specified by the Park Board, (ii) cause such moneys in the Debt Service Fund or such part thereof as the Park Board shall direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal of such Bonds plus accrued interest thereon to the date of delivery for cancellation, or (iii) a combination of (i) and (ii) as provided in such direction. Unless otherwise stated therein, such notice by the Park Board shall be revocable by the Park Board at any time prior to the time at which the Bonds are to be redeemed or are deemed to be paid in accordance with **Article XIII** of the Indenture. Any redemption of the principal of the Bonds in accordance with this Section shall be applied to reduce the Option Purchase Price and shall be credited as a payment of Rental Payments from such maturities as are selected by the Park Board.

Section 5.7. Security Interest.

(a) To secure the payment of all of Park Board's obligations under this Lease, the Park Board grants to County a security interest constituting a first lien on the personal property relating to the Project and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. The Park Board agrees to execute such additional documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to the County, which the County deems necessary or appropriate to establish and maintain its security interest and, upon assignment, the security interest of the Registered Owners or any other assignee of the County in the personal property relating to the Project.

(b) The County and the Park Board agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the County and the Trustee in the Project. The Park Board shall file or cause to be filed all such instruments required to be so filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.1. Maintenance, Repairs and Utilities.

(a) The Park Board covenants and agrees that throughout the Lease Term and at its own expense it will maintain, preserve and keep the Project and all parts thereof in good repair, working order and condition, and will from time to time make all repairs, replacements and improvements necessary to

keep the Project and all parts thereof in safe condition and free from filth, nuisance or conditions unreasonably increasing the danger of fire or other casualty. The County shall have no responsibility for any of these repairs, replacements or improvements.

(b) The Park Board shall contract in its own name and pay for all utilities and utility services used by the Park Board in, on or about the Project, and the Park Board, shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) The parties to this Lease contemplate that the Project will be used for a governmental or proprietary purpose of Park Board and, therefore, that the Project will be exempt from all taxes presently assessed and levied with respect to real or personal property. In the event that the use, possession or acquisition of the Project is found to be subject to taxation in any form, the Park Board will pay during the Lease Term, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project and any facilities, equipment or other property acquired by the Park Board in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Project as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project; provided that, with respect to any governmental charge that may lawfully be paid in installments over a period of years, Park Board shall be obligated to pay only such installments as are accrued during such time as this Lease is in effect.

(b) The Park Board shall have the right, in its own name or in the County's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Park Board is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the contested tax, assessment or other governmental charge becomes delinquent if and provided that the Park Board (1) before instituting any such contest, gives the County and the Trustee written notice of the Park Board's intention to do so, (2) diligently prosecutes any such contest, (3) at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, (4) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested, and (5) thereafter promptly procures record release or satisfaction thereof; provided, however, the Park Board must pay such tax, assessment or other governmental charge if requested to do so by the County. The County agrees to cooperate with the Park Board in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Park Board shall hold the County and the Trustee whole and harmless from any costs and expenses the County or the Trustee may incur in relation to any of the above.

Section 6.3. Property and Casualty Insurance.

(a) The Park Board shall, at its sole cost and expense, maintain or cause to be maintained at all times throughout the Lease Term, property and casualty insurance, or shall demonstrate pursuant to **Section 6.6**, that adequate self-insurance is provided, to keep the Project insofar as the same may be of an insurable nature constantly insured against loss or damage by fire, lightning and all other risks covered by the all risk extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value of the Project (subject to reasonable loss deductible clauses not to exceed \$50,000 or such greater deductible amount as is approved by the County); provided, however, that during the Construction Period, if the Contractor under the Construction Contracts maintains in full force and effect a policy or policies of Builder's Risk-Completed Value Form Insurance insuring the Project against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the Full Insurable Value of the Project (subject to reasonable loss deductible clauses not to exceed \$25,000 or such greater

deductible amount as is approved by the County) then the insurance required by this subsection (a) shall not be required for such Construction Period with respect to the Project while the Project is so covered by such other insurance. The Full Insurable Value of the Project shall be determined once in every three Fiscal Years commencing with the year ending June 30, 2014 by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected and paid by the Park Board and a report of such determination shall be filed with the County, the Park Board and the Trustee within 180 days after the end of such third Fiscal Year. The insurance required pursuant to this Section shall be maintained at the Park Board's sole cost and expense, and shall be maintained with a generally recognized responsible insurance company or companies rated "A" or better by Standard & Poor's, and authorized to do business in the State as may be selected by the Park Board. All such policies of insurance or certificates evidencing such coverage, and all renewals thereof, shall name the Park Board, the County and the Trustee as insureds as their respective interests may appear, and shall contain a provision that such insurance may not be canceled by the issuer thereof without advance written notice to the named insured and shall be payable to the Trustee. In the event that the Park Board receives written notice of cancellation of any such policy it shall immediately forward a copy of such notice to the Trustee and the County.

(b) Originals or copies of the insurance policies required under this Section, or certificates evidencing such coverage, each bearing notations evidencing payment of the premiums or other evidence of such payment, shall be delivered to the Trustee throughout the Lease Term.

(c) The Net Proceeds of property and casualty insurance carried pursuant to this Section or self-insurance program of the Park Board shall be applied as provided in **Section 8.1** hereof.

Section 6.4. Public Liability Insurance.

(a) The Park Board shall, at its sole cost and expense, maintain or cause to be maintained at all times during the Lease Term general accident and public liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), or shall demonstrate, pursuant to **Section 6.6**, that adequate self-insurance is provided, under which the Park Board, the County and the Trustee shall be named as insureds, properly protecting and indemnifying the Park Board, the County and the Trustee, in amounts equal to Park Board's customary insurance practice for bodily injury (including death) but in no event less than the limitation on awards for liability in effect from time to time under Section 537.610, RSMo, and for property damage arising out of or in any way relating to the condition or the operation of the Project (subject to reasonable loss deductible clauses not to exceed \$50,000 or such greater deductible amount as is approved by the County). Each insurance policy provided for in this Section or certificates evidencing such coverage shall contain a provision to the effect that the insurance company may not cancel or materially modify the policy without first giving at least 30 days advance written notice to the Park Board and the Trustee. Such policies or copies or certificates thereof shall be furnished to the Trustee.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section or self-insurance program of the Park Board shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 6.5. Workers' Compensation Insurance. The Park Board shall maintain or cause to be maintained workers' compensation insurance required by the laws of the State covering all of its employees, or shall demonstrate, pursuant to **Section 6.6**, that adequate self-insurance is provided, and shall require any other person or entity working for or on behalf of the Park Board to carry such coverage, and will furnish to the Trustee certificates evidencing such coverage throughout the Lease Term.

Section 6.6. Blanket Insurance, Self-Insurance and Modifications.

(a) The Park Board may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance which cover not only the Project but other properties, provided that the Park Board complies with each and all of the requirements and specifications of this Article respecting insurance.

(b) The Park Board represents that it currently maintains insurance that meets the requirements set forth in this Article. Upon the written request of the Park Board, and without the consent of the Registered Owners, the Trustee may permit modifications to the insurance coverage, including, permission for the Park Board to be self-insured, in whole or in part, for any such coverage, taking into account the cost and availability of insurance and the effect of the terms and rates of such insurance upon the Park Board's costs and charges for its services. The Trustee may conclusively rely upon a report of an insurance consultant chosen by the Park Board. The permission of the Trustee to make such modifications shall not be unreasonably withheld.

Section 6.7. Advances. In the event the Park Board shall fail to maintain the full insurance coverage required by this Lease or shall fail to keep the Project in good repair and operating condition, the Trustee may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Trustee shall become additional rent for the then current Initial Term or Renewal Term, which amounts, together with interest thereon at the rate of 10% per annum, the Park Board agrees to pay as Additional Payments hereunder.

Section 6.8. Release and Indemnification Covenants. To the extent allowed by law, the Park Board shall indemnify, protect and hold the County and the Trustee and their officers, agents, and employees and any person who controls the County or the Trustee harmless from and against any and all liability, losses, claims and damages whatsoever, and expenses in connection therewith, including, without limitation, counsel fees and expenses arising out of or as the result of the entering into this Lease, the ownership, use, operation or condition of the Project or any part thereof, or any accident in connection with the operation, use or condition of the Project or any part thereof resulting in damage to property or injury to or death of any person (except any liability, loss, claim or damages which have arisen from the willful misconduct or negligence of the County or the Trustee or their officers, agents, and employees and any person who controls the County or the Trustee). The Park Board shall indemnify and save the County and the Trustee and their officers, agents and employees and any person who controls the County or the Trustee harmless against any loss, liability or expense, including reasonable attorneys' fees, resulting from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project, and against and from all claims arising after the date hereof, from (a) any condition of the Project caused by the Park Board, (b) any breach or default on the part of the Park Board in the performance of any of its obligations hereunder (including without limitation its obligations related to environmental matters), (c) any contract entered by the Park Board in connection with the Project, (d) any act of negligence of the Park Board or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the Park Board, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Park Board. The Park Board shall indemnify and save the County and the Trustee and their officers, agents and employees and any person who controls the County or the Trustee harmless from and against all costs and expenses (except those which have arisen from the willful misconduct or negligence of the County or the Trustee) incurred in or in connection with any action or proceeding brought thereon, and upon notice from the County or the Trustee, the Park Board shall defend them or either of them in any such action or proceeding. The indemnifications arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

The Park Board agrees not to withhold or abate any portion of the payments required pursuant to this Lease by reason of any defects, malfunctions, breakdowns of infirmities of the Project or any part thereof. The provisions of this paragraph shall not be construed to constitute a waiver of any sovereign immunity rights or defenses available to the County or the Park Board.

Section 6.9. Hazardous Materials. The Park Board shall not cause or permit the Project or any other property of the Park Board to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials (hereinafter defined), except in compliance with all applicable federal, state and local laws or regulations, nor shall the Park Board cause or permit, as a result of any intentional or unintentional act or omission of the Park Board or any tenant or subtenant, a release of Hazardous Materials onto the Project or any other property of the Park Board, except in compliance with all applicable federal, state and local laws or regulations. The Park Board shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, wherever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The Park Board shall (a) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from, or affecting the Project or any other property of the Park Board (i) in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and policies, (ii) to the satisfaction of the Trustee, and (iii) in accordance with the orders and directives of all federal, state and local governmental authorities, and (b) defend, indemnify, and hold harmless the County and the Trustee from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to, (i) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, and/or (iii) any violation of laws, orders, regulations, requirements or demands of government authorities, which are based upon or in any way related to any such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event that the Trustee, as assignee of the County, elects to control, operate, sell or otherwise claim property rights in the Project as a remedy hereunder or in the event this Lease is terminated, the Park Board shall deliver the Project free of any and all Hazardous Materials so that the conditions of the Project shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Project. Prior to any such delivery of the Project, the Park Board shall pay the Trustee, from its own funds, any amounts then required to be paid under (b) above. Notwithstanding anything in this Lease to the contrary, the agreements in the preceding two sentences and in (b) above shall survive termination of this Lease. For purposes of this paragraph, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and amended (42 U.S.C. Sections 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et. seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

ARTICLE VII

ADDITIONS, MODIFICATIONS AND IMPROVEMENTS TO THE PROJECT; LIENS

Section 7.1. Additions to, Modifications and Improvements to the Project.

(a) The Park Board shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Park Board from time to time may deem necessary or desirable for its purposes; provided, however, the Park Board shall not make any additions, modifications or improvements which will in any way damage the Project or substantially reduce the value of the Project. All additions, modifications and improvements made by the Park Board pursuant to the authority of this Section shall (i) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (ii) when commenced, be prosecuted to completion with due diligence, and (iii) when completed, be deemed a part of the Project except as otherwise provided in **Section 4.8** hereof.

(b) No addition, modification or improvement to the Project made pursuant to this Section shall entitle the Park Board to any reimbursement of any Rental Payments or Additional Payments from the County, the Trustee or the Registered Owners, nor shall the Park Board be entitled to any abatement or diminution in Rental Payments or Additional Payments under this Lease, except such diminution as results from redemption of principal of the Bonds pursuant to **Article III** of the Indenture.

Section 7.2. Additional Improvements on the Project Site. The Park Board shall have and is hereby given the right, at its sole cost and expense, to construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Park Board from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Park Board pursuant to the authority of this Section shall become a part of the Project and subject to the terms and conditions contained in this Lease and the Base Lease. The Park Board covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove from the Project Site in a good workmanlike manner, or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty.

Section 7.3. Permits and Authorizations. The Park Board shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification, improvement or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured and payment therefor made. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VI** hereof.

Section 7.4. Liens.

(a) Neither the County nor the Park Board shall do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanics' or materialmen's or other similar lien. Whenever and as often as any mechanics' or materialmen's or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished

in connection with any work in or about the Project, the Park Board shall discharge the same of record within 60 days after the date of filing. Notice is hereby given that the County shall not be liable for any labor or materials furnished to the Park Board or to anyone claiming by, through or under the Park Board upon credit, and that no mechanics' or materialmen's or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the County in and to the Project or any part thereof.

(b) Both the County and the Park Board, notwithstanding subsection (a) above, shall have the right (except as hereinafter provided) to contest any such mechanics' or materialmen's or other similar lien if and provided that the Park Board (i) within said 60-day period stated above notifies the County and the Trustee in writing of the Park Board's intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim, and (v) thereafter promptly procures record release or satisfaction thereof. If the Trustee shall notify the Park Board that, in the opinion of Counsel, by nonpayment of such items, the Trustee's title or interest in the Project will be endangered, or the Project or any part thereof will be subject to loss or forfeiture, then the Park Board shall promptly pay or cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Park Board shall hold the Trustee whole and harmless from any loss, costs or expenses the Trustee may incur in relation to any such contest. The Trustee will cooperate fully with the Park Board in any such contest.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.1. Damage and Destruction.

(a) If during the Lease Term, the Project are damaged or destroyed, in whole or in part, by fire or other casualty, to such extent that the claim for loss (including any deductible amount pertaining thereto) resulting from such damage or destruction is greater than \$100,000, the Park Board shall promptly notify the County and the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Park Board shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Park Board shall proceed promptly with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing of the property damaged or destroyed so as to place said Project in substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Park Board and as will not impair the utility of the Project. The Park Board and the Trustee will cause the Net Proceeds of any insurance claim to be applied to the prompt repair, restoration, modification or improvement of the Project. Any balance of the Net Proceeds remaining after such work has been completed shall be deposited into the Debt Service Fund. If the Net Proceeds of casualty insurance required by **Section 6.3** hereof and received with respect to any such damage or loss to the Project exceeds \$100,000, such Net Proceeds shall be paid to the Trustee and shall be deposited into a separate account to be established in the Cost of Issuance and Net Proceeds Fund and shall be used and applied in accordance with the disbursement requirements of **Section 504** of the Indenture for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Costs of Issuance and Net Proceeds Fund after completion of such rebuilding, repairing, restoring or replacing shall be deposited into the Debt Service Fund which completion shall be evidenced by a certificate reasonably satisfactory to the Trustee signed by an Authorized Park Board Representative

and filed with the Trustee. If said Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Park Board shall nonetheless complete the work thereof and shall, subject to **Sections 3.2 and 5.4** pay that portion of the costs thereof in excess of the amount of said Net Proceeds.

(c) If the Park Board shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, then, in lieu of rebuilding, repairing, restoring or replacing the Project, the Park Board shall promptly purchase the Project by paying the Option Purchase Price to the County and any Net Proceeds of casualty insurance required by **Section 6.3** hereof and received with respect to any such damage or loss to the Project shall be applied to such payment. Any balance of the Net Proceeds remaining after paying the Option Purchase Price to the County shall belong to the Park Board. The Park Board agrees that any acquisition of the Project or rights to their use by the Park Board shall be pursuant to and in accordance with this Lease, including payment of Rental Payments and the applicable Option Purchase Price.

(d) The Park Board shall not, by reason of its inability to use all or any part of the Project during any period in which the Project are damaged or destroyed, or are being repaired, rebuilt, restored or replaced, or by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the County, the Trustee or the Registered Owners of the Bonds, or any abatement or diminution of the rentals payable by the Park Board under this Lease or of any other obligations of the Park Board under this Lease except as expressly provided in this Section.

Section 8.2. Condemnation or Deficiency of Title.

(a) Any Net Proceeds of title insurance or other award from a challenge or threat of legal or equitable action related to the title or use of the Project shall be deposited with the Trustee and paid into the Debt Service Fund and shall be used to redeem Bonds pursuant to the Indenture at the earliest possible date.

(b) If during the Lease Term title to, or the temporary use of, all or part of the Project is condemned by any authority having the power of eminent domain, the condemnation proceeds shall be deposited with the Trustee and paid into the Debt Service Fund and shall be used by the Trustee to redeem Bonds pursuant to the Indenture. The Park Board agrees that any acquisition of the Project or rights to their use by the Park Board (whether pursuant to the exercise of its eminent domain powers or otherwise) shall be pursuant to and in accordance with this Lease, including payment of Rental Payments and the applicable Option Purchase Price. This paragraph shall survive the termination of this Lease for any reason.

(c) The County shall cooperate fully with the Park Board in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent the County may lawfully do so, permit the Park Board to litigate in any such proceeding in the name and on behalf of the County. In no event will the County voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Park Board.

(d) The Park Board hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Bonds remain Outstanding and unpaid, the Park Board will not exercise the power of condemnation with respect to the Project. The Park Board further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the Park Board should fail or refuse to abide by such covenant and condemns the Project, the appraised value of the Project shall not be less than the greater of (i) if such Bonds are then subject to redemption, the principal of and interest on the Bonds Outstanding through the date of their redemption, or (ii) if such Bonds

are not then subject to redemption, the amount necessary to defease such Bonds to the first available redemption date in accordance with the Indenture.

ARTICLE IX

SPECIAL COVENANTS

Section 9.1. Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE FACILITIES, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall the County be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or Park Board's use of any item or products or services provided for in this Lease; provided, however, that nothing herein shall be construed as relieving the County from its covenants and obligations under this Lease.

Section 9.2. Vendor's Warranties. The County hereby irrevocably appoints the Park Board its agent and attorney-in-fact during the Lease Term, so long as Park Board shall not be in default hereunder, to assert from time to time whatever claims and rights including warranties of the equipment which the County may have against the vendor of the equipment which is or becomes a part of the Project. The Park Board's sole remedy for the breach of such warranty, indemnification or representation shall be against the vendor of such equipment, and not against the County, nor shall such matter have any effect whatsoever on the rights and obligations of the County with respect to this Lease, including the right to receive full and timely payments hereunder. The Park Board expressly acknowledges that the County makes, and has made, no representation or warranties whatsoever as to the existence of availability of such warranties of the vendor of such equipment.

Section 9.3. Surrender of Possession. Upon accrual of the County's right of re-entry because of the Park Board's default hereunder or upon the cancellation or termination of this Lease for any reason other than the Park Board's purchase of the Project pursuant to **Article XI** hereof, the Park Board shall peacefully surrender possession of the Project to the County in good condition and repair, ordinary wear and tear excepted; provided, however, the Park Board shall have the right within 120 days after the termination of this Lease to remove from the Project Site any improvements, furniture, trade fixtures, machinery and equipment owned by the Park Board and not constituting part of the Project. All repairs to and restorations of the Project which are required to be made because of such removal shall be made by and at the sole cost and expense of the Park Board, and during said 120-day period, the Park Board shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Park Board and which are not so removed from the Project prior to the expiration of said 120-day period shall be and become the separate and absolute property of the County.

Section 9.4. Granting of Easements. If no Event of Default or Event of Nonappropriation under this Lease shall have happened and be continuing, the Park Board may at any time or times (a) grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Project, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as provided in this Section. The County agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the County and the Trustee of: (1) a copy of the instrument of grant or release or of the agreement or other arrangement, (2) a written application signed by

the Authorized Park Board Representative requesting such instrument; and (3) a certificate executed by the Authorized Park Board Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Park Board, will be a Permitted Encumbrance, will not impair the effective use or interfere with the efficient and economical operation of the Project, and will not materially adversely affect the security intended to be given by or under the Indenture, the Base Lease or this Lease. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of County and the Trustee under this Lease and the Indenture and shall not be affected by any termination of this Lease or by default on the part of the Park Board hereunder. If no Event of Default or Event of Nonappropriation shall have happened and be continuing, any payments or other consideration received by the Park Board for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Park Board, but, in the event of the termination of this Lease subsequent to an Event of Default or an Event of Nonappropriation, all rights of the Park Board then existing with respect to or under such grant shall inure to the benefit of and be exercisable by the County and the Trustee.

Section 9.5. Covenants of the Park Board with Respect to Transfers. As long as any of the Bonds remain Outstanding and unpaid or no provision for the payment of the same has been made in accordance with the provisions of **Article XI** of the Indenture, the Park Board will not convey or transfer any interest in the Project or any part thereof other than to the County.

Section 9.6. Authorized County and Park Board Representatives. Whenever under the provisions hereof, the approval of the County or the Park Board is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the County by the Authorized County Representative and for the Park Board by the Authorized Park Board Representative and the County and the Park Board shall be authorized to act on any such approval or request.

Section 9.7. Park Board's Financial Statements. So long as any of the Bonds are Outstanding, the Park Board shall deliver to the Purchaser a copy of the Park Board's annual audited financial statements and the annual budget of the Park Board within 180 days after the end of each Fiscal Year. This requirement may be satisfied by delivery of the City's audited financial statements if the funds and accounts of the Park Board are included therein and not separately audited.

Section 9.8. Indenture. The Park Board has reviewed the Indenture and agrees to comply with and perform each of the obligations and agreements of the Park Board set forth in the Indenture.

Section 9.9. Continuing Disclosure. The Park Board hereby covenants and agrees that it will comply and carry out all of the provisions of the Continuing Disclosure Undertaking pertaining to it. Notwithstanding any other provision of this Lease, failure of the Park Board to comply with the Continuing Disclosure Undertaking shall not be considered a default or an Event of Default under this Lease.

ARTICLE X

ASSIGNMENT AND SUBLEASING

Section 10.1. Assignment by County and Trustee. The parties hereto acknowledge and agree that the County concurrently herewith has assigned to the Trustee all of its rights and interests, including the right to receive all Rental Payments, under this Lease (except for the rights of the County to receive moneys for its own account under this Lease), pursuant to the Indenture for the benefit of the Registered Owners of the Bonds. The Park Board agrees that the Trustee may assign and reassign this Lease and the Project to a successor Trustee appointed pursuant to **Section 1008** of the Indenture.

Section 10.2. Assignment and Sublease by Park Board. The Park Board may not assign its interest in this Lease for any reason. The Park Board may, however, sublease the Project as a whole or in part, without the necessity of obtaining the consent of either the County or the Trustee, subject, however, to each of the following conditions:

(a) This Lease and the obligations of the Park Board hereunder, shall, at all times during the Initial Term and any Renewal Term, remain obligations of the Park Board, and the Park Board shall maintain its direct relationship with the Trustee, notwithstanding any sublease;

(b) Before entering into any sublease of the Project or any portion thereof, the Park Board shall obtain and file with the Trustee and the County an Opinion of Special Tax Counsel to the effect that such sublease will not cause the interest on the Bonds to be included in gross income for federal or Missouri income tax purposes.

(c) The Park Board shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the County and the Trustee a true and complete copy of each such sublease.

The Park Board may grant licenses not to exceed 90 days to use all or any of the Project in the normal course of business without the consent of the County or the Trustee.

Section 10.3. Restrictions on Sale or Mortgage of the Project by the Park Board. The Park Board agrees that, except as set forth in **Section 10.2** hereof or in other provisions of this Lease or the Indenture, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project during the Lease Term, nor otherwise create any encumbrance thereon other than Permitted Encumbrances. Except as expressly provided in this Article, the Park Board shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Park Board shall reimburse the County for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. At the option and request of the Park Board, the County's estate and interest in the Project will be transferred, conveyed and assigned to the Park Board and this Lease shall terminate:

(a) [reserved]; or

(b) at any time in the event (i) title to, or the temporary or permanent use of, all or substantially all of the Project or the estate or interest of the County, the Park Board or the Trustee in the Project shall be taken in any condemnation proceeding brought by any authority exercising the power of eminent domain (other than the City, the Park Board or any entity controlled by or otherwise affiliated with the Park Board); (ii) title to all or substantially all of the Project is found to be deficient or nonexistent to the extent that the Project are untenantable or the efficient utilization of the Project by the Park Board is impaired; (iii) all or substantially all of the Project is damaged or destroyed by fire or other casualty; or (iv) the Indenture, this Lease or the Base Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or unreasonable burdens or excessive liabilities are imposed on the County or the Park Board, in each case, upon payment by the Park Board of the then applicable Option Purchase Price plus all

Rental Payments, Additional Payments and accrued interest on the Bonds up to and including the date of purchase; or

(c) at any time upon payment or providing for the payment of the Bonds, all Additional Payments and the Option Purchase Price (assuming the Park Board renews this Lease until the end of the Lease Term or the Renewal Term in which the Optional Redemption Date occurs).

To exercise such option the Park Board shall give written notice to the Trustee if any of the Bonds shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 45 nor more than 60 days from the date when such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Park Board shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption.

Payment of the final Rental Payments and Additional Payments shall constitute exercise of the option granted hereunder without further action by the Park Board.

Section 11.2. Determination of Fair Purchase Price; Acquisition of the Project.

(a) The Park Board and the County hereby agree and determine that the Rental Payments hereunder during the Initial Term and any Renewal Term represent the fair value of the use of the Project and that the amount required to exercise the Park Board's option to purchase the County's interest in the Project pursuant to **Section 11.1** represents, as of the purchase date, the fair purchase price of the Project. The Park Board hereby determines that the Rental Payments do not exceed a reasonable amount so as to place the Park Board under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project hereunder. In making such determinations, the Park Board and the County have given consideration to the Project Costs, the uses and purposes for which the Project will be employed by the Park Board, the benefit to the Park Board by reason of the acquisition, construction, equipping and installation of the Project and the use and occupancy of the Project pursuant to this Lease and Park Board's option to purchase the Project.

(b) The Park Board is entering into this Lease to acquire the use of the Project during the Lease Term, and with the current intent of acquiring the Project in accordance with **Section 11.1(a)**, for its public purposes. Any acquisition of the Project or rights to their use by the Park Board (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with this Lease, including payment of Rental Payments and the applicable Option Purchase Price. If the Park Board allows this Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend this Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default), that action shall constitute an irrevocable determination by the Park Board that the Project are not required by it for any public purpose for the term of the Base Lease. This Section shall survive the termination of this Lease for any reason.

Section 11.3. Conveyance of the Project. At the closing of any purchase of the Project pursuant to this Article, the County upon payment by the Park Board and receipt by the Trustee of all amounts payable hereunder and under the Indenture shall execute and deliver to the Park Board all necessary documents conveying, transferring and assigning to the Park Board good and marketable legal title to the Project, as it then exists, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project was subject when leased to the County; (2) those liens and encumbrances created by the Park Board or to the creation or suffering of which the Park Board consented; (3) those liens and encumbrances resulting from the failure of the Park Board to perform or observe any of the agreements on its part

contained herein; (4) Permitted Encumbrances other than the Deed of Trust, the Base Lease, this Lease and the Indenture; and (5) if the Project are being condemned, the rights and title of any condemning authority.

Section 11.4. Relative Position of Option and Indenture. The option granted to the Park Board in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Park Board is in default hereunder, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.5. Obligation to Purchase the Project. The Park Board hereby agrees to purchase, and the County hereby agrees to sell, the Project for the sum of \$1.00 at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture.

ARTICLE XII

DEFAULT AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” under this Lease:

- (a) Failure by the Park Board to pay any Rental Payment required to be paid hereunder at the time specified herein; or
- (b) Failure by the Park Board to pay any Additional Payment or to observe or perform any other covenant, agreement, obligation or provision of this Lease on its part to be observed or performed, and such failure shall continue for 30 days after the County or the Trustee has given the Park Board written notice specifying such failure or such longer period as shall be reasonably required to cure such default; provided that (1) the Park Board has commenced such cure within said 30-day period, and (2) the Park Board diligently prosecutes such cure to completion; or
- (c) Failure by the Park Board to vacate the Project within 30 days after the occurrence of an Event of Nonappropriation; or
- (d) An Event of Default under the Indenture shall have occurred and be continuing.

Section 12.2. Remedies on the Occurrence of an Event of Default or an Event of Nonappropriation. If an Event of Default or an Event of Nonappropriation shall have occurred and be continuing, then the County may at the County’s election (subject, however, to any restrictions contained in the Indenture against acceleration of the maturity of the Bonds or termination of this Lease), then or at any time thereafter, and while such Event of Default or Event of Nonappropriation shall continue, take any one or more of the following actions:

- (a) With or without terminating this Lease take possession of the Project, in which event the Park Board shall take all actions necessary to authorize, execute and deliver to the County all documents necessary to vest in the County for the remainder of the Lease Term, all of the Park Board’s interest in and to the Project, and sell the County’s (or its assignee’s) interest in the Lease, or lease or sublease the Project and collect the rentals therefor, for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with the Park Board remaining liable, subject to the provisions of **Sections 3.2 and 5.4** hereof, for the difference between (i) the Rental Payments

and Additional Payments payable by the Park Board hereunder to the end of the current Lease Term and (ii) the net proceeds or any purchase price, rents or other amounts paid by the new purchaser, lessee or sublessee of such Project, and, provided further, that, in such event, if the County shall receive a payment for sale of its interest or total subrentals for sublease that are, after payment of the County's expenses in connection therewith, in excess of the principal amount of Bonds then Outstanding and the interest due and to become due thereon and all other Additional Payments, then such excess shall be paid to the Park Board either by the County, its assigns, or its sublessee; or

(b) By written notice to the Park Board, declare all Rental Payments and Additional Payments payable hereunder for the remainder of the current Renewal Term to be immediately due and payable and the same shall thereupon become immediately due and payable; or

(c) Give the Park Board written notice of intention to terminate this Lease on a date specified in such notice, which date may be the earlier of 30 days after such notice is given or the end of the current Renewal Term, and if all defaults have not then been cured, on the date so specified, the Park Board's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the County may re-enter and take possession of the Project; or

(d) Exercise any of the rights of a secured party under the Uniform Commercial Code of Missouri, as then in effect, with respect to property which is covered by such Code, including without limitation, the right to take possession of any personal property or fixtures subject to the lien granted pursuant to this Lease and to take such other measures as the County may deem as necessary for the care, protection, preservation and marketing of said personal property and fixtures. The County may require the Park Board to assemble any such personal property or fixtures and make the same available to the County at a place to be designated by the County which is reasonably convenient to the County and the Park Board. It is agreed that a commercially reasonable manner of disposition of personal property includes, without limitation, disposition of the Project in the manner provided herein; or

(e) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments and Additional Payments then due and thereafter to become due during the Lease Term and to enforce its rights under this Lease and the performance and observance of any obligation, agreement or covenant of the Park Board under this Lease.

If in accordance with any of the foregoing provisions of this Article the County shall have the right to elect to re-enter and take possession of the Project, the County may enter and expel the Park Board and those claiming through or under the Park Board and remove the property and effects of both or either without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or for breach of covenant. The County may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Park Board hereunder.

Section 12.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to County is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notices as may be expressly required in this Article.

Section 12.4. Trustee's Exercise of the County's Remedies. Whenever any Event of Default or Event of Nonappropriation shall have occurred and be continuing, the Trustee, as assignee of County, shall exercise any or all of the rights of the County under this Article. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

Section 12.5. Attorneys' Fees and Expenses. If the Park Board should default under any of the provisions hereof, or if an Event of Nonappropriation shall have occurred, and the County, the Trustee or the Registered Owners should employ attorneys or incur other expenses for the collection of Rental Payments or Additional Payments or the enforcement of performance of any obligation or agreement on the part of the Park Board, then the Park Board will on demand pay to the County, the Trustee or the Registered Owners the reasonable fees and expenses of such attorneys and such other expenses so incurred.

Section 12.6. Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. The Park Board agrees, to the extent permitted by law, that in the case of a termination of the Lease Term by reason of an Event of Nonappropriation or an Event of Default, neither the Park Board nor any one claiming through or under the Park Board, shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Lease; and the Park Board, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws.

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the initial execution and sale of Bonds and prior to the payment thereof having been made in accordance with the provisions of the Indenture, this Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows provided, however, that any of the foregoing given to the Trustee shall be effective only upon receipt:

(a) To the County:

Greene County Courthouse
933 N. Roberson
Springfield, Missouri 65802
Attention: Presiding Commissioner

(b) To the Park Board:

Springfield-Greene County Park Board
1923 N. Weller

Springfield, Missouri 65803
Attention: Director of Parks and Recreation

(c) To the Trustee:

BOKF, N.A., as Trustee
2405 Grand Blvd., Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

(d) To the Purchaser:

Stifel, Nicolaus & Company, Incorporated
4801 Main St., Suite 530
Kansas City, Missouri 64112

(e) To the Registered Owners if the same shall be duly mailed by first class mail (unless otherwise provided for herein) addressed to each of the Registered Owners of Bonds at the time Outstanding as shown by the Bond Register.

All notices given by first class, certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by either the County or the Park Board to the other shall also be given to the Trustee. The County, the Park Board and the Trustee may from time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices, certificates or other communications shall be sent.

Section 14.2. County Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the County shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the County shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

Section 14.3. Limited Liability of County. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the County, or the breach thereof, shall constitute or give rise to or impose any personal or pecuniary liability upon any director, officer or employee of the County. Except with respect to any action for specific performance or any action in the nature of a prohibitory or mandatory injunction, neither the County nor any director, officer or employee of the County shall be liable to the Park Board or any other person for any action taken by the County or by its officers, servants, agents or employees, or for any failure to take action under this Lease except for its gross negligence or willful misconduct.

Section 14.4. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a "triple net lease," (b) the Park Board shall pay absolutely net during the Lease Term, the Rental Payments, Additional Payments and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against Rental Payments expressly provided for in this Lease), (c) that the payments of Rental Payments are designed to provide the County and the Trustee funds adequate in amount to pay all principal, premium, if any, and interest on the Bonds as the same become due and payable, and (d) that if after the principal of, premium, if any, and interest on the Bonds and all costs incident to the payment of the Bonds have been paid in full the Trustee or the County holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after

payment therefrom of all sums then due and owing by the Park Board under the terms of this Lease, and except as otherwise provided herein and in the Indenture, become the absolute property of and be paid over forthwith to the Park Board.

Section 14.5. No Merger. Subject to **Section 3.3** of this Lease and **Section 5.1** of the Base Lease, no union of the interests of the Park Board and the County herein shall result in a merger of the Base Lease and this Lease or of this Lease and the fee title to the Project.

Section 14.6. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a legal holiday or a day on which banking institutions in the Park Board in which the principal business office of the County, the Trustee or the Park Board is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day that is not a legal holiday or a day on which such banking institutions are not authorized by law to remain closed with the same force and effect as if done on the date provided in this Lease.

Section 14.7. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the County and the Park Board and their respective successors and assigns.

Section 14.8. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 14.9. Execution in Counterparts. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 14.10. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 14.11. Electronic Storage of Documents. The County and the Park Board agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

GREENE COUNTY, MISSOURI

By: _____
Bob Dixon
Presiding Commissioner

By: _____
Harold Bengsch
1st District Commissioner

By: _____
John Russell
2nd District Commissioner

(SEAL)

ATTEST

By: _____
Shane Schoeller
County Clerk

Approved as to form by: _____, Attorney for the County

[notary block on following page]

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

BE IT REMEMBERED that on this ____ day of January, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bob Dixon, Presiding Commissioner, Harold Bengsch, 1st District Commissioner and John Russell, 2nd District Commissioner, all of Greene County, Missouri, a first-class county duly organized and existing under the laws of the State of Missouri, and Shane Schoeller, County Clerk of the County, who are all personally known to me to be the same persons who executed the foregoing instrument of writing as such officials, and said Presiding Commissioner of the County, duly acknowledged the execution of the same to be the act of the County; and Shane Schoeller, County Clerk of the County, duly acknowledged the attestation of the same for and on behalf of the County, and affixed thereto the seal of the County.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year first above written.

Notary Public

My commission expires:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires:

**THE CITY OF SPRINGFIELD, MISSOURI
BY AND THROUGH THE SPRINGFIELD-
GREENE COUNTY PARK BOARD**

By: _____

Carolyn Gerdes, Chair

(SEAL)

ATTEST:

Bob Belote, Secretary of Board and Director of Parks

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public, appeared Carolyn Gerdes, to me personally known, who, being by me duly sworn, did say that she is the Chair of the **SPRINGFIELD-GREENE COUNTY PARK BOARD**, an administrative board of the City of Springfield, Missouri, and that said instrument was signed on behalf of said Park Board by authority of the Park Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Park Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires:

Approved as to form by: _____, City Attorney or Assistant City Attorney

SCHEDULE 1 TO LEASE

THE PROJECT SITE

The following described land in the County of Greene, State of Missouri:

BEING A PART OF A TRACT OF LAND LYING IN THE EAST HALF ($E\frac{1}{2}$) OF THE NORTHWEST FRACTIONAL QUARTER (NWFRL $\frac{1}{4}$) OF LOT TWO (2), SECTION THREE (3), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1671, PAGE 802 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF ($E\frac{1}{2}$) OF THE NORTHWEST FRACTION QUARTER (NWFRL $\frac{1}{4}$) OF LOT TWO (2) IN SECTION THREE (3), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST; THENCE ALONG SAID EAST LINE, SOUTH $01^{\circ}15'48''$ WEST, 150.57 FEET; THENCE LEAVING SAID EAST LINE, NORTH $88^{\circ}29'13''$ WEST, 31.70 FEET TO THE POINT OF BEGINNING SAID POINT LYING 20.00 FEET WEST OF THE WEST RIGHT-OF-WAY OF BLACKMAN ROAD; THENCE PARALLEL AND 20.00 WEST OF SAID WEST RIGHT-OF-WAY, SOUTH $01^{\circ}41'00''$ WEST, 1196.59 FEET; THENCE NORTH $87^{\circ}03'49''$ WEST, 658.99 FEET; THENCE NORTH $02^{\circ}48'09''$ EAST 644.13 FEET; THENCE SOUTH $87^{\circ}11'51''$ EAST, 300.00 FEET; THENCE NORTH $01^{\circ}30'47''$ EAST, 543.00 FEET; THENCE SOUTH $88^{\circ}29'13''$ EAST, 347.93 FEET TO THE POINT OF BEGINNING; ALL LYING IN THE EAST HALF ($E\frac{1}{2}$) OF THE NORTHWEST FRACTIONAL QUARTER (NWFRL $\frac{1}{4}$) OF LOT TWO (2), SECTION THREE (3), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

SCHEDULE 2 TO LEASE

THE PROJECT

The Project consists of facilities constructed on the Project Site, which includes the Dan Kinney Family Center, Miracle League Ballfield, park pavilion, restrooms and associated parking.

DRAFT

**SCHEDULE 3 TO LEASE
(FORM OF REQUISITION CERTIFICATE)**

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER THE TRUST INDENTURE DATED JULY 1, 2020, BETWEEN GREENE COUNTY, MISSOURI AND THE TRUSTEE (THE "TRUST INDENTURE").

The undersigned hereby request that a total of \$_____ be paid for Project Costs (capitalized terms used herein and not otherwise defined having the meanings set forth in the Trust Indenture) in such amounts, to such payees and for such purposes as set forth on **Exhibit A** attached hereto.

We hereby state and certify that:

- (i) the amounts requested are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper charge against the Costs of Issuance and Net Proceeds Fund, and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Costs of Issuance and Net Proceeds Fund,
- (ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the purchase, construction and installation of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof;
- (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Costs of Issuance and Net Proceeds Fund in any previous or pending application for payment made pursuant to said Lease Agreement;
- (iv) all work has been performed in a good and workmanlike manner;
- (v) no defaults have occurred and are continuing under the Lease Agreement;
- (vi) this certificate may be executed in counterparts.

GREENE COUNTY PARK BOARD

**THE CITY OF SPRINGFIELD, MISSOURI
BY AND THROUGH THE SPRINGFIELD-
GREENE COUNTY PARK BOARD**

By:

Authorized County Representative

By:

Authorized Park Board Representative

EXHIBIT A TO REQUISITION CERTIFICATE

Payee and Address

Description

Amount

DRAFT

SCHEDULE 4 TO LEASE
RENTAL PAYMENT SCHEDULE

DRAFT

One-rdg. X
P. Hrngs.
Pgs. 10
Filed: 05-12-20

Sponsored by: Simpson

COUNCIL BILL 2020-104 RESOLUTION

A RESOLUTION

1 ACKNOWLEDGING a Third Amendment to the Third Addendum to Agreement of the
2 Springfield-Greene County Park Board and City Utilities of
3 Springfield, Missouri, and City Utilities' Consent to Security
4 Interest between the Park Board and the City of Springfield for
5 the use and benefit of the Board of Public Utilities of Springfield,
6 Missouri. (Park Board recommends approval.)
7 _____

8
9 WHEREAS, the City of Springfield, Missouri, by and through the Springfield-
10 Greene County Park Board (the "Park Board") wishes to enter into a "Third Amendment
11 to Third Addendum to Agreement of the Springfield-Greene County Park Board and City
12 Utilities of Springfield, Missouri and Consent to Security Interest" with the City of
13 Springfield, Missouri, for the use and benefit of the Board of Public Utilities of
14 Springfield, Missouri ("City Utilities"), in substantially the form attached hereto as "Exhibit
15 A," with such changes therein as approved by the officials executing such document
16 (the "Third Amendment"); and
17

18 WHEREAS, the Third Amendment amends the Third Addendum to Agreement of
19 the Springfield-Greene County Park Board and City Utilities of Springfield, Missouri, that
20 was previously approved by Resolution 9948 on December 11, 2006, which provided for
21 the lease, operation and management of a portion of the City Utilities Property on
22 Blackman Road, and such agreement has previously been amended on several
23 occasions; and
24

25 WHEREAS, the City and the Park Board are in agreement to entering into this
26 Third Amendment with City Utilities for the purpose of facilitating the refinancing of
27 certain improvements for the Park Board at its Dan Kinney Park and Family Center on
28 the Blackman Road Property.
29

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

33 Section 1 – The Park Board is authorized to enter into the Third Amendment in
34 substantially similar form as the document attached hereto and incorporated herein by
35 this reference as "Exhibit A," and is hereby authorized to execute and deliver the Third

36 Amendment with such changes therein as shall be approved by the officials executing
37 such documents, such officials' signatures being conclusive evidence of their approval
38 thereof.

39
40 Section 2 – This Resolution shall be in effect immediately upon adoption.

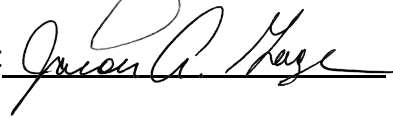
41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49 Filed as Resolution: _____

50
51
52 Approved as to Form:  _____, Assistant City Attorney

53
54
55 Approved for Council Action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 -104

FILED: 05-12-20

ORIGINATING DEPARTMENT: Parks

PURPOSE: Acknowledging a Third Amendment to the Third Addendum to Agreement of the Springfield-Greene County Park Board and City Utilities of Springfield, Missouri, and City Utilities' Consent to Security Interest between the Park Board and the City of Springfield for the use and benefit of the Board of Public Utilities of Springfield, Missouri. (Park Board Recommends approval.)

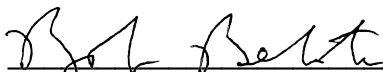
BACKGROUND INFORMATION: On December 11, 2006, City Council approved the Park Board entering into an agreement with City Utilities that allowed the Park Board to lease the CU property on Blackman Road for the development and operation of the Dan Kinney Park and Family Center. In 2011, City Council approved Council Bill 2011-026, approving the Park Board's pursuit of bonding through the County for construction of various improvements at the Park Board's Dan Kinney Park and Family Center. Based upon market opportunities, the Park Board is now interested in refinancing this debt service on the Dan Kinney Park Series Bonds issued in 2011.

If refunded in the current market, the Park Board has an opportunity of realizing potential savings in debt service payments. The maturity date will remain unchanged (i.e., no extension of the existing debt service maturity date of fiscal year ending June 30, 2027) and, because of the short timeframe for repayment, there will be no option for early pay off. There will also be no out-of-pocket costs for the Park Board for refinancing because all costs will be included in the re-structured debt service payments.

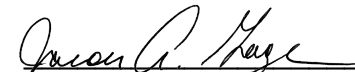
REMARKS: Given the Park Board's current budget constraints and the potential to realize annual savings in the Park Board's debt service payments, the Park Board respectfully requests that City Council approve of this Third Amendment to Third Addendum to Agreement of the Springfield-Greene County Park Board and City Utilities, which will allow for this refunding.

Submitted by:

Approved by:



Bob Belote, Director of Parks



Jason Gage, City Manager

**THIRD AMENDMENT TO THIRD ADDENDUM TO AGREEMENT OF THE SPRINGFIELD-
GREENE COUNTY PARK BOARD AND CITY UTILITIES OF SPRINGFIELD, MISSOURI
AND CONSENT TO SECURITY INTEREST**

THIS THIRD AMENDMENT TO THIRD ADDENDUM TO AGREEMENT OF THE SPRINGFIELD-GREENE COUNTY PARK BOARD AND CITY UTILITIES OF SPRINGFIELD, MISSOURI AND CONSENT TO SECURITY INTEREST (the “Amendment and Consent”), made this ____ day of _____, 2020, amending certain provisions of a Third Addendum to Agreement of The Springfield-Greene County Park Board and City Utilities of Springfield, Missouri, as previously amended (collectively, the “Lease”) dated December 15, 2006, between **THE CITY OF SPRINGFIELD FOR THE USE AND BENEFIT OF THE BOARD OF PUBLIC UTILITIES OF SPRINGFIELD, MISSOURI** (“City Utilities”) and **THE CITY OF SPRINGFIELD, MISSOURI BY AND THROUGH THE SPRINGFIELD-GREENE COUNTY PARK BOARD** (“Park Board”), pursuant to which City Utilities leased to the Park Board the Property referred to as the “**Blackman Road Property**” described on **Exhibit A** hereto (which consists of the “Reserve Tract” and “Tract 1” as described in **Exhibit A**), with the lease of the Reserve Tract expiring December 15, 2031 and the Lease of Tract 1 expiring December 15, 2056 with an option for renewal for fifty additional years thereafter.

WHEREAS, pursuant to the Lease, Park Board agreed to develop the property as “Dan Kinney Park”; and

WHEREAS, in connection with such development, Greene County, Missouri (the “County”) issued bonds (the “Series 2011 Bonds”) for the purpose of funding construction of the Dan Kinney Family Center and associated improvements, which are generally depicted in **Exhibit B** hereto (the “Project”); and

WHEREAS, paragraph 6 of the Lease provides that City Utilities, upon 3 months written notice, may reduce the amount of the Blackman Road Property leased to the Park Board; and

WHEREAS, paragraph 16 of the Agreement between the Park Board and City Utilities dated as of May 15, 2006 (the “Original Lease” which has been amended by the Lease and otherwise), provides that the Park Board shall not mortgage or grant a security interest in the Lease, without the prior written consent

of City Utilities, and further, paragraph 16 provides that Park Board shall not assign the Original Lease or sublease any part of the Blackman Road Property without the written consent of City Utilities; and

WHEREAS, the Park Board has informed City Utilities that it desires to, in cooperation with the County, refinance the Series 2011 Bonds for the purpose of achieving a more beneficial plan of finance.

NOW, THEREFORE, City Utilities and Park Board further agree as follows:

1. City Utilities hereby ratifies its prior agreement and consents to the issuance of the Series 2011 Bonds and does hereby agree and consent to the refinancing of the Series 2011 Bonds through the issuance of a new series of Bonds by the County (the “Refunding Bonds”). The Series 2011 Bonds, together with the Refunding Bonds, are referred to herein as the “Bonds”. City Utilities further agrees and consents that the refinancing may include the following as partial security for the Refunding Bonds:

- a. Sublease of the Project from the Park Board to the County (“Sublease 1”);
- b. A statutory mortgage lien on the Project to secure the Refunding Bonds as described in Section 49.550, RSMo (“Mortgage Lien”);
- c. Sublease of the Project from the County to the Park Board (“Sublease 2”); and
- d. Assignment of the respective interests of the County and the Park Board, (as applicable) in Sublease 1, the Mortgage Lien and Sublease 2 to a trustee for the Refunding Bonds (the “Assignment”).

Sublease 1, the Mortgage Lien, Sublease 2 and the Assignment are collectively referred to herein as the “Security Interest.” Each portion of the Security Interest shall constitute an interest only in the Project constructed upon the real estate and financed with the Series 2011 Bonds, and which will in no way be construed or constitute any lien, encumbrance, or interest in or to the real estate which is the Blackman Road Property, except that the Security Interest shall include a license for access to the Project from Blackman Road across Tract 1. The Park Board agrees the consent set forth in this paragraph shall constitute full and valuable consideration for the agreements of the Park Board as set forth herein. The Park Board will provide that each document constituting a part of the Security Interest shall provide that it is subject to the Original Lease and the Lease as modified by this Amendment and Consent. No portion of the Security Interest shall exceed the term of the Lease. Any terms of the Security Interest inconsistent with these

provisions require the prior written approval of City Utilities. This consent and approval is granted on the condition that upon the issuance of the Refunding Bonds, the Security Interest that was granted in connection with the issuance of the 2011 Bonds shall be released and terminated, and the only Security Interest in place shall be in connection with the Refunding Bonds.

2. Park Board shall be responsible for all permits, approvals, and licenses necessary for the construction and operation of the Project. Park Board will comply with all applicable laws and regulations with regard to such construction and operation, and will hold City Utilities harmless from any violation or failure to comply therewith.

3. [reserved].

4. As to Tract 1 described in **Exhibit A** hereto, during the time that any of the Bonds are outstanding, City Utilities may not exercise the rights granted to it in Paragraph 6 of the Lease to cancel the Lease. This provision shall not be construed to limit the rights of City Utilities to exercise such rights with respect to the “Reserve Tract” described in **Exhibit A** hereto.

5. The parties acknowledge and agree that upon termination of the Lease, the Project shall become the property of City Utilities. City Utilities agrees that such ownership of the Project shall constitute full and valuable consideration for the agreements of City Utilities set forth herein. Park Board shall execute appropriate documents and instruments to confirm such transfer in accordance with Paragraph 8 of the Lease.

6. This Agreement and Consent shall not be considered to constitute any amendment or modification of the Lease or the Original Lease, except as specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

**THE CITY OF SPRINGFIELD MISSOURI
FOR THE USE AND BENEFIT OF THE
BOARD OF PUBLIC UTILITIES OF THE
CITY OF SPRINGFIELD, MISSOURI
(CITY UTILITIES)**

By: _____
Gary Gibson, General Manager

**THE CITY OF SPRINGFIELD, MISSOURI
BY AND THROUGH THE SPRINGFIELD-
GREENE COUNTY PARK BOARD (PARK
BOARD)**

By: _____
Carolyn Gerdes, Chair

ATTEST:

By: _____
Bob Belote, Director of Parks

Approved as to form and content:

By: _____
City Utilities Legal Department

Approved as to form:

By: _____
City Attorney or Assistant City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year first above written.

My commission expires:

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public, within and for the county and state aforesaid, personally appeared before me _____, to me known to be the person described in, and who executed the foregoing instrument, and stated (s)he is _____ of THE CITY OF SPRINGFIELD, MISSOURI BY AND THROUGH THE SPRINGFIELD-GREENE COUNTY PARK BOARD, a Missouri municipal corporation, and acknowledged that (s)he executed said instrument by authority of The Springfield-Greene County Park Board, and as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public

My commission expires:

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year first above written.

My commission expires:

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 05-12-20

Sponsored by Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-105

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the City of
2 Springfield, to enter into a Third Addendum to Interlocal
3 Governmental Agreement City/County Park Initiative dated August
4 21, 2001; and authorizing certain other documents and actions in
5 connection therewith. (Park Board recommends approval.)
6 _____
7

8 WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home
9 rule charter city and political subdivision of the State of Missouri, duly created,
10 organized and existing under and by virtue of the Constitution and laws of the State of
11 Missouri, and the City's Charter; and
12

13 WHEREAS, the City, by and through the Springfield-Greene County Park Board
14 (the "Park Board") and Greene County, Missouri (the "County"), have previously entered
15 into an agreement dated August 21, 2001 (as amended and described below, the "2001
16 Park Sales Tax Agreement"), related to the use of a park sales tax levied by the County
17 under Section 644.032 of the Revised Statutes of Missouri; and
18

19 WHEREAS, the 2001 Parks Sales Tax Agreement has previously been amended
20 twice, by Addendums dated January 11, 2011, and January 24, 2011; and
21

22 WHEREAS, in order to facilitate the refinancing of certain bonds issued by the
23 County for the purpose of constructing the Dan Kinney Park and Family Center and
24 other improvements, the parties desire to enter into a "Third Addendum to the Interlocal
25 Governmental Agreement City/County Park Initiative dated August 21, 2011 (the "Third
26 Addendum").
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 Third Addendum is hereby approved in substantially similar form
32 as the document attached hereto and incorporated herein by this reference as "Exhibit
33 A," and the City is hereby authorized to execute and deliver the Third Addendum with

such changes therein as shall be approved by the officers of the City executing the Third Addendum, such officers' signatures being conclusive evidence of their approval and the City's approval thereof.

Section 2 – The City Manager, or his designee, is hereby authorized to execute and deliver the Third Addendum for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest the Third Addendum.

Section 3 - The officers of the City, including the Mayor, the City Manager, the Director of Finance, the City Attorney, and the City Clerk, or their designees, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

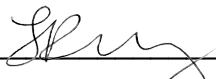
Section 4 - This Ordinance shall take effect and be in full force and effect immediately after its passage.

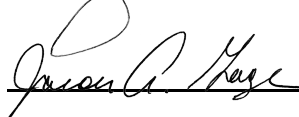
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form:  _____, Assistant City Attorney

Approved for Council Action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 - 105

FILED: 05-12-20

ORIGINATING DEPARTMENT: Parks.

PURPOSE: Authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into a Third Addendum to Interlocal Governmental Agreement City/County Park Initiative dated August 21, 2001; and authorizing certain other documents and actions in connection therewith. (Park Board recommends approval.)

BACKGROUND INFORMATION: On August 21, 2001, the City of Springfield ("City"), the Springfield-Greene County Park Board ("Park Board") and Greene County ("County") entered into an "Interlocal Governmental Agreement City/County Park Initiative" (the "Original Agreement"), setting forth the terms for distribution of revenues from a park sales tax approved by the voters in 2001 ("2001 County Park Sales Tax"). The First Addendum of this Agreement provided for the use of a portion of the 2001 County Park Sales Tax for debt service on bonds to be issued to finance improvements at Dan Kinney Park and Family Center. Based upon market opportunities, the Park Board is now interested in refinancing this debt service on the Dan Kinney Park Series Bonds issued in 2011.

If refunded in the current market, the Park Board has an opportunity of realizing potential savings in debt service payments. The maturity date will remain unchanged (i.e. no extension of the existing debt service maturity date of fiscal year ending June 30, 2027) and, because of the short timeframe for repayment, there will be no option for early pay off. There will also be no out-of-pocket costs for the Park Board for refinancing because all costs will be included in the re-structured debt service payments.

REMARKS: Given the Park Board's current budget constraints and the potential to realize annual savings in the Park Board's debt service payments, the Park Board respectfully requests that City Council approve this Third Addendum to Interlocal Governmental Agreement City/County Park Initiative dated August 21, 2001, and authorize certain other documents and actions in connection therewith.

Submitted by:

Approved by:


Bob Belote, Director of Parks


Jason Gage, City Manager

THIRD ADDENDUM TO INTERLOCAL GOVERNMENTAL AGREEMENT
CITY/COUNTY PARK INITIATIVE DATED AUGUST 21, 2001

This Third Addendum to the “Interlocal Governmental Agreement City/County Park Initiative dated August 21, 2011” (“Third Addendum” hereinafter), is hereby made and entered into on the ____ day of _____, 2020, by and between the City of Springfield, Missouri, (“City” hereinafter), the Springfield/Greene County Park Board, (“Park Board” hereinafter), and Greene County, Missouri, (“County” hereinafter).

WHEREAS, the above named parties entered into an “Inter-local Governmental Agreement City/County Park Initiative dated August 21, 2001” (the “Original Agreement” hereinafter) which was amended by an Addendum dated January 24, 2011 (the “Addendum” hereinafter), and a First Addendum to Interlocal Governmental Agreement City/County Park Initiative Dated August 21, 2001” dated January 11, 2011 (the “First Addendum” hereinafter), setting forth the terms for distribution of revenues from a park sales tax approved by the voters in 2001 (“2001 County Park Sales Tax” hereinafter); and,

WHEREAS, the County, the City and the Park Board, have cooperated in the design, development and construction of the Dan Kinney Park which was financed in part by bonds issued by the County (the “2011 Bonds”); and

WHEREAS, by execution of the First Addendum the parties made provision for repayment of the 2011 Bonds in the manner set forth in the First Addendum; and

WHEREAS, the parties desire to refinance the 2011 Bonds with a series of bonds (the “Refunding Bonds”) to be issued by the County for the purpose of creating a more advantageous plan of finance; and

WHEREAS, the parties desire to make arrangements for the use of a portion of the Park Board’s 2001 County Park Sales Tax funds for repayment of the Bonds.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is mutually agreed:

1. The following paragraph shall be added to the Original Agreement and shall replace the paragraph added to the Original Agreement by the First Addendum as an additional paragraph, placed between existing paragraph 8 and paragraph 9 of the Original Agreement, provided that such substitution shall not be effective until the Refunding Bonds are issued:

Notwithstanding anything in this Agreement to the contrary, in the event that the County issues bonds (the “Refunding Bonds”) to refund bonds that were issued in 2011 to fund construction of a portion of Dan Kinney Park (the “2011 Bonds”), the County shall be entitled on a monthly basis to withhold (a) a proportional amount of the interest due on the first interest payment date for the Refunding Bonds and a proportional amount of the principal due on the Refunding Bonds on the first principal payment date for the Refunding Bonds (by way of illustration if the Refunding Bonds are issued in July, 2020, and the first interest payment and first principal payment are due November 1, 2020, then the County may withhold 1/3 of the amount of interest due on November 1, 2020 and 1/3

of the amount of principal due on November 1, 2020 in each of the months August through October, 2020), (b) subsequent to the first interest payment date, an amount equal to 1/6 of the next succeeding interest payment on the Refunding Bonds, (c) subsequent to the first principal payment date, an amount equal to 1/12 of the next succeeding principal payment coming due on the Refunding Bonds, all from the amount of the 2001 County Park Sales Tax to be remitted to the City and Park Board under this Agreement in accordance with this paragraph. Subject to annual appropriation, any amounts so withheld shall be used by the County for payment of principal of and interest on the Refunding Bonds, and if not so used shall be remitted to the City and Park Board as set forth in this Agreement. In addition to amounts withheld for principal and interest, the County may withhold an amount equal to \$2,500 on an annual basis for payment of the trustee for the Refunding Bonds. The right to withhold funds as described in this paragraph shall commence in the month following the month in which the Refunding Bonds are issued. The amount eligible to be withheld shall be calculated taking into account proceeds of the Bonds (or with respect to the first principal and interest payment dates, amounts on deposit with the County withheld pursuant to the First Addendum) available to pay principal and interest on the Refunding Bonds, if any. Upon the issuance of the Refunding Bonds, the parties shall create a mutually agreed upon schedule of the amount of anticipated monthly withholdings consistent with this paragraph which shall be attached as an addendum to this Agreement, and which may be revised from time to time upon agreement of the parties to insure consistency with the provisions hereof. Such schedule shall replace the schedule created with respect to the 2011 Bonds. Amounts not withheld under the provisions of this paragraph shall be remitted by the County to the City and Park Board as otherwise set forth in this Agreement. Once the Refunding Bonds have been paid in full, the County shall have no right to withhold any payments thereafter and all 2001 County Park Sales Tax revenues due and owing to the city and Park Board shall be paid as set out in this agreement and otherwise.

2. The parties hereby agree that the remaining terms of the Original Agreement, as otherwise amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and hereby affirm that they are duly authorized by their respective organizations, boards or other authority to enter into this First Addendum on behalf of and to bind their respective organizations, boards or entities.

GREENE COUNTY COMMISSION

CITY OF SPRINGFIELD, MO

Presiding Commissioner Bob Dixon

Jason Gage, City Manager

Commissioner 1st District, Harold Bengsch

Commissioner 2nd District, John Russell

ATTEST:

ATTEST:

Greene County Clerk Shane Schoeller

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counselor

City Attorney or Assistant City Attorney

CITY OF SPRINGFIELD, MO, BY AND
THROUGH THE SPRINGFIELD/GREENE
COUNTY PARK BOARD

Carolyn Gerdes, Chair

Attest:

Bob Belote, Secretary of the Board and Director of
Parks

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 05-12-20

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-106

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 70, 'Licenses, Permits and
2 Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan
3 Establishments,' Section 70-727, 'Definitions' to revise the definition of a
4 'Short-Term Loan Establishment.'
5 _____
6

7 WHEREAS, on May 4, 2020, City Council adopted regulations for 'Short-Term
8 Loan Establishments' in General Ordinance 6588; and
9

10 WHEREAS, the adopted regulations were not intended to apply to traditional
11 installment loans, and this Council bill will revise the definition of 'Short-Term Loan
12 Establishment' to make that clear.
13

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

17 NOTE: Language being added is underlined and language being deleted is
18 ~~stricken~~.
19

20 Section 1 – Springfield City Code, Chapter 70, 'Licenses, Permits and
21 Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,'
22 Section 70-727, 'Definitions,' '*Short-Term Loan Establishment*' is hereby amended as
23 follows:
24

25 *Short-Term Loan Establishment* means an establishment which: (a) engages in the
26 business of providing money to customers on a temporary basis, wherein such loans
27 are secured by post-dated check, paycheck, or car title, or (b) is registered as a lender
28 under state or federal law. This classification does not include a state or federally
29 chartered bank, savings and loan association, credit union, mortgage broker or
30 originator, or a traditional installment loan lender as defined by state law. This
31 classification does not include nonprofit organizations exempt from taxes under Section
32 501(c)(3) of the Internal Revenue Code of 1986 as amended, nor does it include
33 organizations certified as Community Development Financial Institutions by the U.S.

Treasury. Further, this classification does not include the businesses of licensed pawnbrokers or establishments selling consumer goods, including consumables, where the loans or the cashing of checks or money orders are incidental to the main purpose of the business. This classification does include, but is not limited to, check cashing stores, payday loan stores, and car title loan businesses.

Section 2 – Severability Clause. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, sentences, clauses, or phrases be declared invalid.

Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or cause of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage, except the provisions contained herein which have different effective date shall be effective on and after such date.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewood, City Attorney

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

EXPLANATION TO COUNCIL BILL 2020-106

FILED: 05-12-20

ORIGINATING DEPARTMENT: Law

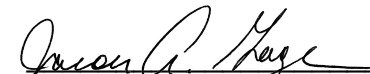
PURPOSE: Amending Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' Section 70-727, 'Definitions' to revise the definition of a 'Short-Term Loan Establishment.'

BACKGROUND INFORMATION: On May 4, 2020, City Council adopted regulations for Short-Term Loan Establishments in General Ordinance 6588. The regulations are not intended to apply to traditional installment loan lenders. This Council bill revises the definition of "Short-Term Loan Establishment" to clarify the definition does not apply to traditional installment loan lenders.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 05-12-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 107

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager or his designee to enter into a First Supplemental
2 Municipal and Cost Apportionment Agreement with the Missouri
3 Highways and Transportation Commission to modify the payment
4 schedule between the City of Springfield and the Missouri Highways
5 and Transportation Commission.
6 _____
7

8 WHEREAS, City Council previously passed Special Ordinance 27183 authorizing
9 the execution of a cost share agreement with the Missouri Highways and Transportation
10 Commission ("MHTC") for intersection improvements at West Bypass and Kearney
11 Street; and
12

13 WHEREAS, the First Supplemental Agreement will modify the payment schedule
14 between the City and MHTC; and
15

16 WHEREAS, the modification does not change the previously approved
17 contribution amounts.
18

19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 SPRINGFIELD, MISSOURI, as follows, that:
21

22 Section 1 – City Council hereby authorizes the City Manager or his designee to
23 enter into a Municipal and Cost Apportionment Agreement, First Supplemental
24 Agreement in substantial conformity with "Exhibit 1," which is attached hereto and
25 incorporated herein by reference.
26

27 Section 2 – This Ordinance shall be in full force and effect from and after
28 passage.
29

30 Passed at meeting: _____
31
32
33

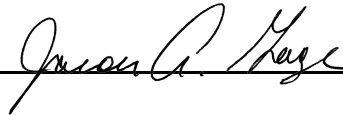
Mayor

34
35
36
37
38
39
40
41
42
43

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-107

FILED: 05-12-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager or his designee to enter into a First Supplemental Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to modify the payment schedule between the City of Springfield and the Missouri Highways and Transportation Commission.

BACKGROUND INFORMATION: Missouri Highways and Transportation Commission ("MHTC") and the City previously entered into an agreement (Special Ordinance 27183) for the purpose of sharing the costs associated with improvements to the intersection of West Bypass and Kearney Street. The total project cost is estimated at \$2,614,508 with the City contributing 50 percent (\$1,307,254). Of the City's share, 80 percent (\$1,045,803) will be funded from Surface Transportation Block Grant ("STBG") funds and 20 percent (\$261,451) will be funded from the 1/4-Cent Capital Improvements Sales Tax.

This First Supplemental Agreement will change the payment responsibilities paragraph to include two separate payments from the City to MHTC. The first payment will be made prior to beginning right-of-way acquisition and utility relocations. The second payment will be made prior to construction. The estimated project cost has not changed. MHTC and the City will share equally in any cost overruns or underruns.

Supports the following City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

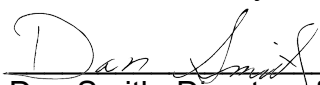
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit 1

CCO Form: DE63
Approved: 12/17 (BDG)
Revised: 12/18 (BDG)
Modified: 03/20 (BDG)

Municipal and Cost Apportionment Agreement
Route: US 160 & MO 744
County: Greene
Job No.: 8P3087D
eAgreement No. 2020-02-55943

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AND COST APPORTIONMENT AGREEMENT FIRST SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

WHEREAS, on September 18, 2019 the Commission and the City previously entered into *Municipal and Cost Apportionment, eAgreement 2019-03-48088*, as to public improvements designated as 8P3087D, for the construction of intersection improvements, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this First Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) REVISION TO PARAGRAPH (7) OF ORIGINAL AGREEMENT:
Paragraph (7) PAYMENT RESPONSIBILITIES of the Original Agreement is hereby removed and replaced with the following:

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost is estimated to be two million six hundred fourteen thousand five hundred eight dollars (\$2,614,508). The total project cost will include preliminary engineering, right of way, incidentals, utilities, construction and inspection. The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof.

(B) The Entity will be responsible for fifty percent (50%) of the total project cost. The current estimate of the Entity's responsibilities is one million three hundred seven thousand two hundred fifty-four dollars (\$1,307,254). The Entity agrees that the Commission may program eighty percent (80%) of the Entity's share of its responsibilities up to a maximum of one million forty-five thousand eight

hundred three dollars (\$1,045,803) from Surface Transportation Block Grant - Urban (STBG-U) funds allocated by the Ozarks Transportation Organization in partial fulfillment of the Entity's obligation for payment for the project. The remainder of the Entity's contribution shall consist of the twenty percent (20%) match for the Entity's STBG-U funds, currently estimated to be two hundred sixty-one thousand four hundred fifty-one dollars (\$261,451). The Entity shall remit a check in the amount of fifty-seven thousand four hundred sixty-seven and 6/100 dollars (\$57,467.06) to cover right-of-way and utility costs no later than July 31st of the of the year in which right-of-way funding is programmed in the Commission's Statewide Transportation Improvement Program. The Entity shall remit a check in the amount of two hundred three thousand nine hundred eighty-three and 74/100 dollars (\$203,983.74) to cover estimated construction costs no later than five (5) days prior to the Commission's advertisement of the project for bids. This check should be made payable to the *Missouri Highway and Transportation Commission – Local Fund*. If the Entity fails to make the required deposit, the Commission is under no obligation to continue with the project.

(C) The Commission will pay for fifty percent (50%) of the total project cost, currently estimated to be one million three hundred seven thousand two hundred fifty-four dollars (\$1,307,254). The Commission will receive a credit for engineering services and right-of-way incidentals, currently estimated to be five hundred forty-nine thousand dollars (\$549,000), to be applied toward the Commission's responsibilities for this agreement through all project phases. The remainder of the Commission's responsibilities will come its Southwest District distributed funds.

(D) The Entity and Commission shall share responsibility for the balance of the project cost in excess of two million six hundred fourteen thousand five hundred eight dollars (\$2,614,508) equally. Underruns will be based on the prorata share of the investment.

(2) ADDITION OF PARAGRAPH (43) TO ORIGINAL AGREEMENT: The following is hereby added to the Original Agreement:

(43) CONCURRENCE WITH AWARD: Once the Commission has let the project and the Entity had been notified of the amounts bid on the project, the Entity will have five (5) calendar days to reject or recommend award of the bid. If the Entity does not respond within five (5) calendar days, the Entity shall be deemed to have automatically concurred in a Commission decision to award the construction contract. If the Commission has solicited bids twice or more, and these lettings have not resulted in award, the Commission may terminate this Agreement to void all contractual obligations without being in breach hereof, and the Entity's deposited funds shall be refunded for the discontinued project.

(3) REVISION TO "EXHIBIT B" OF THE ORIGINAL AGREEMENT: "Exhibit B" of the Original Agreement is hereby removed and replaced with "Exhibit A to the First

Supplemental Agreement”, attached hereto and made part thereof.

(4) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this First Supplemental Agreement, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and shall extend and apply to this First Supplemental Agreement as if fully written in this First Supplemental Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

EXHIBIT A TO THE FIRST SUPPLEMENTAL AGREEMENT

Project Name: Kearney & West Bypass Intersection
MoDOT Job Number: J8P3087D
Description: Turn lane and signal improvements at the intersection of Kearney Street (Rte. 744) and West Bypass (Rte. 160)

Definition of "Total Project" for Cost Apportionment Includes:

Preliminary Engineering	ROW Incidentals	Utilities
ROW	Construction	Construction Engineering

Project Estimate

	Current Estimate and Inflation	Cost Apportionment Eligible
Preliminary Engineering	\$ 275,000	\$ 275,000
Right-of-way	\$ 200,000	\$ 200,000
Right-of-way Incidentals	\$ 30,000	\$ 30,000
Utilities	\$ 254,000	\$ 254,000
Construction w/ Contingency	\$ 1,611,508	\$ 1,611,508
Non-contractuals	\$ -	\$ -
Inspection and Letting	\$ 244,000	\$ 244,000
Total	\$ 2,614,508	\$ 2,614,508

Project Responsibilities

Preliminary Engineering	MoDOT
ROW Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities

City of Springfield Local Funds	\$ 261,451	Total Local Share
City of Springfield STBG-U	\$ 1,045,803	\$ 1,307,254
Local Reserved 3	\$ -	50.0%
Local Reserved 4	\$ -	
Local Reserved 5	\$ -	
Local Reserved 6	\$ -	
MoDOT SW in-kind	\$ 549,000	Total MoDOT Share
MoDOT Flexible Funds	\$ 758,254	\$ 1,307,254
MoDOT Reserved 3	\$ -	50.0%
MoDOT Reserved 4	\$ -	

How are overruns and underruns handled?

The City and Commission shall share responsibility for the balance of the project cost in excess of \$2,614,508 equally. The City will pay local funds for its share of overruns. The Commission and City will share cost underruns equally, with the City's share of underruns based on their prorata share of the investment.

34 as the document attached hereto and incorporated herein by this reference as "Exhibit
35 A".

36
37 Section 2 – This Ordinance shall be in full force and effect from and after
38 passage.

39
40 Passed at meeting: _____

41
42 _____
43 Mayor

44
45 Attest: _____, City Clerk

46
47 Filed as Ordinance: _____

48
49 Approved as to form: C. H., Assistant City Attorney

50
51
52 Approved for Council action: James A. Hays, City Manager
53

EXPLANATION TO COUNCIL BILL 2020- 108

FILED: 05-12-20

ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with the Missouri Department of Health and Senior Services for the purpose of supplying Naloxone to Springfield Police Department Officers, as well as training on proper administration and storage of Naloxone, for the treatment individuals suffering from an apparent opiate-related overdose.

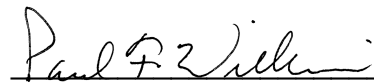
BACKGROUND INFORMATION: As part of the response to the opioid epidemic, the Missouri Department of Health and Senior Services ("MODHSS") has begun providing Naloxone (more commonly known by the brand name Narcan) to first responder agencies throughout the State of Missouri. Naloxone is administered to treat opiate-related overdoses in emergency situations.

MODHSS, through the MOHope Grant program and in partnership with Cox Hospital's Medical Support to Law Enforcement Program ("MSLE"), is offering to provide two doses of Naloxone to each sworn officer in the Springfield Police Department. Cox Hospital would provide training on the proper administration and storage of Naloxone prior to issuing it to each officer. This would provide a lifesaving tool into the hands of more first responders in the City of Springfield.

Should an officer use a dose during the performance of their duties, the Springfield-Greene County Health Department will exchange the used applicator for a new one. All supplies are provided at no cost to the Springfield Police Department by the DHSS.

Submitted by:

Approved by:


Paul Williams, Chief of Police

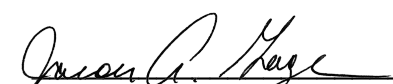

Jason Gage, City Manager

Exhibit A

MEMORANDUM OF UNDERSTANDING

BETWEEN

SPRINGFIELD POLICE DEPARTMENT

AND

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

The Department of Health and Senior Services (DHSS) and the Springfield Police Department enter into this Memorandum of Understanding (MOU) to properly store, carry and administer naloxone to a person suffering from an apparent opiate-related overdose. The naloxone will be supplied by DHSS and will be available through the Local Public Health Agency (LPHA). The LPHA will provide the naloxone to the local first responder agency upon receipt of a signed MOU between the first responder agency and DHSS agreeing to complete the training and engage in the proper storage and administration of the naloxone.

This MOU is effective when the final signature is obtained and shall remain in effect until September 30, 2021. Any change or amendment to this MOU shall be accomplished by written agreement.

I. DHSS RESPONSIBILITIES:

- A. Provide training to personnel in recognizing and responding to an opioid overdose and the administration of naloxone to a person suffering from an apparent opiate-related overdose.
- B. Provide training in a "train the trainer" model so that trainee may train other staff and personnel in recognizing and responding to an opiate overdose and the administration of naloxone to a person suffering from an apparent opiate-related overdose.
- C. Provide training on reporting documentation related to use of naloxone in the field.
- D. Provide emergency responder trainings for the duration of the grant that personnel may attend based on available openings.
- E. Provide naloxone product to the first responder agency at no-cost based on the availability of inventory of naloxone and completion of training to carry and administer naloxone.
- F. Provide first responder agency with a minimum of two (2) doses of nasal naloxone to each first responder.

- G. Through LPHAs, DHSS will make available replacement dose kits to resupply responders as needed, as funding allows, based upon completion of required data submission through field reporting.
- H. Work with first responder agencies to develop a sustainability plan to assist with programmatic continuity, including but not limited to obtaining additional naloxone supply.
- I. Provide written information for first responder agency to provide to overdose survivors on treatment referral resources.
- J. Provide technical support and assistance to the first responder agency for the submission of information required by DHSS for the duration of the grant.

II. FIRST RESPONDER AGENCY RESPONSIBILITIES:

- A. Allow personnel to administer naloxone only after receiving training, utilizing the state-approved curriculum for the administration of naloxone.
- B. Establish naloxone-related policies and procedures prior to receiving the naloxone from the Missouri Overdose Rescue and Education (MORE) project.
- C. Participate in an evaluation of training for heroin and prescription opioid overdose conducted by the University of Missouri-St. Louis.
- D. Provide data on overdose events and naloxone use through the centralized "Overdose Field Report" tracking system. The agency will provide personnel with access to field reports and ensure completion within twenty-four (24) hours of naloxone administration.
- E. Submit completed field reports to DHSS on a monthly basis.
- F. Engage in the proper storage and administration of the naloxone.
- G. Notify DHSS when additional training is needed. DHSS will make a good faith effort to coordinate a convenient training opportunity to meet these needs.
- H. Participate in an evaluation of the training, as well as provide feedback regarding the implementation of the naloxone program.
- I. If the naloxone is not shipped directly to the agency, the first responder agency will obtain the naloxone from the predetermined Local Public Health Department. The first

responder agency must present MOU between the first responder agency and DHSS to Local Public Health Department before the naloxone will be provided.

J. Contact the Local Public Health Department to replenish the supply of naloxone.

III. OTHER

- A. The first responder agency agrees and acknowledges that DHSS is the lead agency for this project.
- B. DHSS and the first responder agency agree that first response personnel may administer naloxone to their staff and canines exhibiting the signs and symptoms of an opiate overdose.

The first responder agency may terminate this MOU agreement by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. DHSS reserves the right to terminate this MOU, in whole or in part, at any time, for the convenience of the DHSS, without penalty or recourse, by giving written notice to the first responder agency at least thirty (30) calendar days prior to the effective date of such termination. Upon termination by either party, the first responder agency shall return the naloxone to DHSS in original unopened packaging.

MOU contact: DHSS-DRL-EMS

Karen Wallace
920 Wildwood Drive Jefferson
City, MO 65109 573-751-6839
Karen.Wallace@health.mo.gov

Authorized Signature Date

Marcia Mahaney Date

Director, Division of Administration
Department of Health and Senior Services