



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers General Councilmembers

Phyllis Ferguson, Zone 1 Jan Fisk, General A

Abe McGull, Zone 2 Craig Hosmer, General B

Mike Schilling, Zone 3 Andrew Lear, General C

Matthew Simpson, Zone 4 Richard Ollis, General D

Upcoming Council Meeting Agenda

Monday, September 21, 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 using the [citizen comments form](#).

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. SEPTEMBER 8, 2020 CITY COUNCIL MEETING AND SEPTEMBER 14, 2020 SPECIAL CITY COUNCIL MEETINGS.**

Documents:

[09-08-2020.PDF](#)

[09-14-20 SPECIAL CITY COUNCIL MEETING.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, SEPTEMBER 18, 2020.**

4. **CEREMONIAL MATTERS**

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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. Except Item No. 7. Citizens May Speak To Item No. 7. May Be Voted On.**
7. **Council Bill 2020-187 Amended (Simpson) Amended At September 8, 2020 City Council Meeting. Public Hearing Continued To September 21, 2020 City Council Meeting.**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: Elevation Enterprises, LLC; 3503, 3521, 3527, and 3535 South Lone Pine Avenue; Planned Development 374.)

Documents:

[2020-187 AMENDED.PDF](#)

8. **Council Bill 2020-207 (Lear)**

A special ordinance amending Special Ordinance 27371, which declared the necessity of condemning right-of-way for the purpose of constructing and maintaining sanitary sewers in the Hunt Branch Trunk Sewer Project, to correct the legal description of a sanitary sewer easement.

Documents:

[2020-207.PDF](#)

9. **Council Bill 2020-208 (Hosmer)**

A special ordinance approving the City Utilities' Fiscal Year 2021 Annual Operating Budget for its Fiscal Year ending September 30, 2021.

Documents:

[2020-208.PDF](#)

10. **Council Bill 2020-209 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of

vendor to operate a school crossing guard program inside the city limits of Springfield.

Documents:

[2020-209.PDF](#)

11. Council Bill 2020-210 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into Schedule of Equipment No. 2, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the City's Information Technology Department, including upgrades to the server room, including mechanical, electrical and plumbing equipment and improvements necessary for proper installation and operation of such equipment, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2020-2021 in the amount of \$373,817.

Documents:

[2020-210.PDF](#)

12. Council Bill 2020-211 (McClure)

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 new job title of 'Director of Diversity & Inclusion' to the Department Head Series ("DHS") salary schedule and one full-time equivalent position to the City Manager's Office; and by amending the Fiscal Year 2020-2021 budget of the City to adjust the authorized employee positions in the City Manager's Office and to fund the position.

Documents:

[2020-211.PDF](#)

13. Council Bill 2020-212 (Ferguson)

A general ordinance amending the Springfield City Code, Chapter 74, 'Nuisance and Housing Code,' Article VII, 'Nuisances,' Division 2, 'Weeds and other rank vegetation,' Section 74-404, 'Permitting growth of weeds over seven inches in height,' by adding a minimum fine for repeated violations.

Documents:

[2020-212.PDF](#)

14. RESOLUTIONS. Citizens May Speak. May Be Voted On.

15. Council Bill 2020-214 (McGull)

A resolution adopting a Resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of \$100,000 for stormwater improvements along Delaware Avenue between Talmage Street and North Street (Zone 2).

Documents:

[2020-214.PDF](#)

16. **EMERGENCY BILLS.**

17. **PUBLIC IMPROVEMENTS.**

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

19. **Council Bill 2020-215 (Ferguson)**

A special ordinance authorizing the City Manager, or his designee, to utilize Coronavirus Aid, Relief, and Economic Security Act funding made available by the Missouri Department of Higher Education and Workforce Development in the amount of \$458,000.00, to fund job training for adult and dislocated workers; and declaring that this bill qualifies for approval in one reading.

Documents:

[2020-215.PDF](#)

20. **Council Bill 2020-216 (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to accept Workforce Innovation and Opportunity Act Dislocated Worker Individual Training Account Work-based Learning grant funding in the amount of \$100,000.00 to be used for training eligible Dislocated Workers and to enter into necessary agreements to carry out the grant; amending the budget for the Department of Workforce Development for Fiscal Year 2020-2021 in the amount of \$100,000.00; and declaring that this bill qualifies for approval in one reading.

Documents:

[2020-216.PDF](#)

21. **AMENDED BILLS.**

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

23. **Council Bill 2020-217 (Simpson)**

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 45 acres of private property into the City of Springfield, Missouri, generally located at 6177 South Farm Road 189 and referenced as Annexation A-4-2020. (Staff recommends approval.) (By: Frank and Kimberly Steed; 6177 South Farm Road 189; A-4-2020.)

Documents:

[2020-217.PDF](#)

24. Council Bill 2020-218 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF Single-Family Residential District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Frank and Kimberly Steed; 6177 South Farm Road 189; Z-17-2020.)

Documents:

[2020-218.PDF](#)

25. Council Bill 2020-219 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse District; and adopting an updated Official Zoning Map. (Staff recommends approval, Planning and Zoning Commission recommends denial.) (By: Frank and Kimberly Steed; 6177 South Farm Road 189; Z-18-2020.)

Documents:

[2020-219.PDF](#)

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

27. Council Bill 2020-220 (Lear)

A special ordinance authorizing the City Manager, or his designee, on behalf of the city, to enter into a Contract of Obligation with the Missouri Department of Natural Resources, whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Sanitary Landfill.

Documents:

[2020-220.PDF](#)

28. Council Bill 2020-221 (Fisk)

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with Motorola Solutions for the purchase of Watch Guard body worn cameras and all necessary hardware to implement a Body Worn Camera program for the Springfield Police Department and approving the use of the Minor Neighborhood Improvement Program funds from the 1/4-Cent Capital Improvement Sales Tax.

Documents:

[2020-221.PDF](#)

29. Council Bill 2020-226 (Fisk)

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT), in a principal amount not to exceed \$12,000,000 for the purpose of providing funds to pay costs related to improvements to the City's airport facilities; amending the Fiscal Year 2020-2021 budget of the City in the amount of \$12,899,357.00; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

Documents:

[2020-226.PDF](#)

30. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Pam Kezerle wishes to address City Council.

Nathan Lucas wishes to address City Council.

Bob Estep wishes to address City Council.

Michael Hasty wishes to address City Council.

Carl Hawn wishes to address City Council.

Heather Dietz wishes to address City Council.

Lisa Meeks wishes to address City Council.

Seth Brooks wishes to address City Council.

Melanie Taylor wishes to address City Council.

Dean Taylor wishes to address City Council.

Amber Neil wishes to address City Council.

31. **NEW BUSINESS.**

Refer facilitation of community racial equity listening sessions to the Committee of the Whole.

32. **UNFINISHED BUSINESS.**

33. **MISCELLANEOUS.**

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

35. **Council Bill 2020-222 (McGull)**

A special ordinance authorizing the City Manager, or his designee, to accept Coronavirus Aid, Relief, and Economic Security Act grant funding made available by the Missouri College Access Network in the amount of \$8,000.00, in exchange for providing information about top job pathways in Springfield through the *SGF Neighborhood News*.

Documents:

[2020-222.PDF](#)

36. **Council Bill 2020-223 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to modify the current Intergovernmental Agreement with Greene County, Missouri, relating to the use of a consolidated Police Records Management System.

Documents:

[2020-223.PDF](#)

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

38. **Council Bill 2020-224 (McClure)**

A resolution confirming the appointment of Jennifer Peterson to the Downtown Springfield Community District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommend approval.)

Documents:

[2020-224.PDF](#)

39. **Council Bill 2020-225 (Schilling)**

A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales to Ozarks Events LLC, d/b/a Dublin's Pass, including Sunday Sales, for their location at 317 East Park Central Street, Springfield, Missouri, said license to include an enclosed patio measuring 40 feet by 20 feet.

Documents:

[2020-225.PDF](#)

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

41. Council Bill 2020-213 (Ferguson)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Westgate Subdivision, generally located at 4202 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: Parrish Land & Development, LLC and ARMA Development, LLC; 1202 West Kearney Street; Preliminary Plat of Westgate Subdivision.)

Documents:

[2020-213.PDF](#)

42. BOARD CONFIRMATIONS.

Confirm the following appointment to the Art Museum Board: Cheryl Hom with term to expire June 1, 2023.

Confirm the following reappointments to the Art Museum Board: Alia Lee and Tiffany Brunner with terms to expire June 1, 2023.

43. END OF CONSENT AGENDA.

44. 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.

September 8, 2020
Springfield, Missouri

The City Council met in regular session September 8, 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. Phyllis Ferguson*, Jan Fisk*, Craig Hosmer, Richard Ollis*, Andrew Lear*, Abe McGull, Matthew Simpson*, Mike Schilling*, and Ken McClure. Absent. None.

*Members attending via videoconference.

Minutes

The minutes of August 24, 2020 City Council meeting, and August 27 and 28, 2020 Special City Council meetings were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Manager Report

Jason Gage, City Manager, discussed U.S. Federal Judge Doug Harpool recent denial of the request by Kristi Fulnecky, on behalf of client Rachel Shelton, for a temporary restraining order (TRO) against the City of Springfield's face covering requirement. He noted a copy of Judge Harpool's order denying the TRO has been provided to each member of City Council. Mr. Gage reported City has filed a motion to dismiss the case, and we are waiting for Ms. Fulnecky to reply. Once she files a reply, we will submit a response and request the motion to dismiss be set for a hearing.

Mr. Gage addressed the public engagement process for the Grant Avenue Parkway project continues this week. He noted on Wednesday evening from 6-7 p.m., the City will host a virtual visioning workshop with the neighbors from West Central. Those wishing to participate may do so by visiting grantavenueparkway.com. He added additional public engagement activities and the online survey are provided online as well.

Mr. Gage noted Brad Segal, President of Progressive Urban Management Associates, will be returning to Springfield on September 15, 2020 to present "Global Trends," for an online talk taking place at 6:30 p.m., which will highlight the opportunities arising from converging shifts in demographics, lifestyles, as well as disruptive forces (i.e. COVID-19) that are shaping our cities and downtown areas. He reported Mr. Segal, who has been a frequent visitor and consultant for downtown Springfield issues over the years, will be joined by Tim Rosenbury, City's Director of Quality of Place Initiatives, to share his perspective and mission on placemaking.

Mr. Gage explained the City, as part of The Community Remembrance Coalition, was asked by the NAACP and the Black Archives in Kansas City to co-host a ceremony on Park Central Square at 1:00 p.m., Saturday, September 19, 2020 to memorialize the 1906 lynchings of Horace Duncan, Fred Coker and Will Allen. He noted last year the

City held a ceremony with the national Equal Justice Initiative to install a marker on the southeast corner of the Square.

Mr. Gage noted at the upcoming September 19, 2020 event, we will collect soil samples from the site and fill glass jars with the names of the men. These jars will be taken to the Black Archives in Kansas City for the statewide exhibit. He noted the public is encouraged to tune in to the live stream of this event on the City's website at springfieldmo.gov.

Public Health Director Report

Clay Goddard, Springfield/Greene County Health Department Director, noted approximately 478 new COVID-19 cases have been added over the past holiday weekend within Greene County, which brings the total number of COVID-19 cases to 4,226. He added 2,046 of the 4,226-total number of cases are currently active.

Mr. Goddard explained this is the City's second week working with Maximus Federal Services, who is contracting with the City for contact tracing for the COVID-19 pandemic response within Greene County, which he noted is going well. However, he reminded everyone there have been recent reports about scams pertaining to contact tracing efforts across the Country and stated the City or Maximus will never request any financial information or social security information from citizens. He added if anyone has been contacted or has any questions or concerns, to contact the Health Department at 417-874-1211.

Mr. Goddard expressed his deepest sympathy regarding two additional deaths related to the COVID-19 pandemic within Greene County. He noted there has been a total of 39 deaths within Greene County related to COVID-19 at this time.

Mr. Goddard explained a recent report from the White House Coronavirus Task Force has been released dated August 30, 2020 deeming Missouri as a "Red Zone" regarding COVID-19 at this time. He reported the Health Department has not seen any information pertaining to bars being a direct factor in spreading the COVID-19 disease at this time; however, Mr. Goddard noted the Health Department will continue to monitor the issue of the COVID-19 pandemic within Greene County, as well as the surrounding counties and region since Greene County is a major medical hub for the area.

Mr. Goddard added additional efforts may be needed regarding the COVID-19 response efforts within the community and State in the future, such as a state-wide or regional masking ordinance being needed to help mitigate the spread of COVID-19 and asked for City Council's continued support. He thanked City Council for their dedicated service to the City and Community.

Mr. Goddard noted COVID-19 is real and people need to use all resources to mitigate the disease, such as washing your hands, wearing a mask, and watching your distance.

Mayor McClure noted he received a copy of the White House Coronavirus Task Force report dated August 30, 2020 naming Missouri as a "red zone". Mayor McClure asked which counties within our region are of concern as a "red zone" at this time.

Mr. Goddard noted the counties of Greene and Taney are being deemed as “red zones” within the State; however, the counties, such as Polk, Webster, Christian, and Stone, are nearing also being deemed as “red zones” if COVID-19 rates keep increasing.

Councilman Simpson asked for clarification on the importance of masking, since there have been numerous concerns expressed from local citizens about anti-masking.

Mr. Goddard reported the recent White House Coronavirus Task Force report has recommended a State-wide masking requirement; however, Mike Parsons, Missouri Governor, has not imposed one at this time. He reiterated masking is only one tool to help mitigate COVID-19, but also frequent hygiene efforts, such as washing your hands, utilizing hand sanitizer, not touching your face, and distancing ones self when in public by at least 6-feet from others will also help reduce or prevent the spread of COVID-19. Mr. Goddard added it has been approximately 6 months since the COVID-19 pandemic began. He stated he believes a State-wide masking mandate is needed to help prevent the spread of COVID-19, masking helps protect the individual wearing the mask, as well as the individuals he or she may encounter while out in a public setting.

Councilman Simpson asked for clarification pertaining to the impact of mortality factors and COVID-19. Mr. Goddard explained the greatest population at risk for COVID-19 are those who are elderly (i.e. above age 60), have compromised immune systems, such as from cancer or illness, obesity, diabetes, and those with respiratory issues, such as COPD and asthma. He discussed if these at risk individuals are exposed and get COVID-19, there is a greater chance of major medical issues being needed for treatment and care, such as needing a ventilator or being admitted to a hospital Intensive Care Unit due to his/her pre-existing health conditions. Mr. Goddard noted most of the individuals who have passed away from COVID-19 within the Community were elderly and had pre-existing health conditions.

Councilman Hosmer asked if the City has received a response from Governor Parsons’s office or the Missouri Department of Health regarding the City’s letter encouraging State-wide masking requirements. Mr. Goddard noted no response has been received to his knowledge at this time.

Councilman Hosmer asked for clarification on how many states currently have imposed masking regulations and where does the State rank pertaining to COVID-19 cases in the country.

Mr. Goddard noted the Missouri is currently ranked 10th within the country pertaining to COVID-19 cases. Mr. Goddard added Governor Parsons has publicly expressed he believes local and county jurisdictions should make their own mandates and regulations regarding the COVID-19 pandemic response efforts and does not believe the State should impose masking requirements. He noted if the State will not impose a masking requirement, he hopes a regional approach can be implemented to help prevent the spread of COVID-19 within the community and region.

Several of the City Council members thanked Mr. Goddard for the update and for the Health Department's dedicated service to the community.

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

**Rezoning at 3503,
3521, 3527, and 3535
South Lone Pine
Avenue**

Sponsor: Simpson. Council Bill 2020-187.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: Elevation Enterprises, LLC; 3503, 3521, 3527, and 3535 South Lone Pine Avenue; Planned Development 374.)

Mayor McClure noted public hearing was initially held on August 10, 2020 on the proposed and the public hearing was continued at the August 24, 2020 meeting. He added this bill was tabled at the August 24, 2020 meeting to tonight's meeting to allow City Council time to consider the additional public input provided this evening, as well as to allow staff time to review the process for a potential amendment.

Mayor McClure noted it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

Councilman Simpson noted the applicant has made some modifications to the proposed to help address some concerns expressed during the past two public hearings.

Councilman Simpson moved to amend Council Bill 2020-187 by: 1) striking the number "60" from Exhibit 1, Section G.2, and inserting the number "56" in its place, and 2) replacing Exhibits 2, 3, 4, 5, 6, and 9 in their entirety with new Exhibits 2, 3, 4, 5, 6, and 9 which are attached to the written copy of this motion on file with the City Clerk.

Councilman Ollis seconded the motion and it was discussed.

Mary Lilly Smith, Planning and Development Director, provided a brief overview of the proposed amendment. She briefly explained the bulk, plane area and height requirements, all other structures have a maximum height of 56-feet and shall remain below a forty-five (45) degree bulk plane where the property adjoins a residential single family (R-SF) or residential townhouse (R-TH) District, as well as replace in their with new Exhibits for 2, 3, 4, 5, 6, and 9. Ms. Smith outlined the following for the proposed amendments regarding building 2: 1) reduces the maximum height from 60-feet to 56-feet, 2) the garage level is removed, 3) height is reduced to 49-feet at the northern end and 53-feet at the southern end, 4) the number of floors is reduced from five to four, and 5) the amount of grading required is reduced. Regarding the parking, Ms. Smith outlined the proposed amendments noting there are 161 required spaces and 173

spaces are provided, there are four spaces provided in former garage drive, five spaces provided behind the Purple Shamrock building, and this requires the removal of eight existing trees and requires retaining wall not to exceed 8-feet. Ms. Smith explained the proposed amendments regarding the issue of open space and landscaping, and recreational space. She noted the open space provided will decrease from 36.9% to 35.35%. Ms. Smith noted the code requirement is 20%. She reported the corrected text on site plans to be consistent with Exhibit 1. Ms. Smith reviewed the landscaping requirements and the landscaping noted in the proposed. Ms. Smith noted the recreational space will be reduced from 20% (35,222 square feet) to 18% (33,076 square feet). Ms. Smith discussed the proposed is a mixed-use development with two new residential buildings and reuse of four existing buildings for nonresidential and mixed uses. She referred to the City's Comprehensive Plan and noted the proposed meets the recommendations of the Galloway Study, and City staff and the Planning and Zoning Commission (7/1) recommends approval.

Councilman Simpson asked for clarification on how the proposed amended height compares to existing area structures.

Ms. Smith noted for the west building, the maximum height would be 56-feet. She reviewed the heights of other buildings in Galloway Corridor. Ms. Smith noted the proposed is comparable to Galloway Greek.

Councilman Hosmer asked when the proposed amendment was sent to the City Council for review.

Ms. Smith noted she believed the proposed amendment was sent to the City Council last week for review.

Councilman Hosmer asked if there are any structures close to the park with the same height.

Ms. Smith noted the building structures are further south from the Sequiota Park area. She noted the proposed would be the largest structural development closest to the Sequiota Park area. She noted there is property further north that could be developed if rezoned in the future.

Councilman Hosmer expressed his opinion the proposed is a dense development and very close to Sequiota Park.

Ms. Smith expressed her belief the City wants to support development projects, which meet the City's guidelines and regulations, that are close to parks, trail areas and amenities. She noted these developments allow individuals to safely walk to destinations, as opposed to driving their vehicles.

Mayor McClure noted City staff sent the proposed amendment to the City Council last Wednesday for review.

Councilman McGull asked if the proposed amendment violates any of the City's requirements or Code regulations regarding the overall scale, density, or public safety.

Ms. Smith noted not if the planned development is approved by City Council, which will set the overall scale and density. She noted a planned development must be approved before any permits can be issued by the City.

Mayor McClure reminded City Council only the proposed amendment is being considered at this time.

Councilman McGull asked if the proposed amendment would help address some of the stormwater issues within the area.

Ms. Smith noted the proposed amendment would help address the issue of stormwater as it relates to downstream improvements. She noted the proposed is located at the bottom of a watershed area and the water will need to be able to continually flow downstream to prevent stormwater issues from occurring.

Councilman McGull asked if the City's traffic engineers have reviewed the proposed.

Ms. Smith answered affirmatively. She noted there will be some requirements relating to traffic that will be required to be addressed by the developer.

Councilman Hosmer asked if the proposed amendment is approved, would Council Bill 2020-187 go back to the Planning and Zoning Commission for their review.

Jan Millington, Deputy City Attorney, noted Council Bill 2020-187 would not need to go back to the Planning and Zoning Commission for their review if the proposed amendment is approved by City Council.

Mayor McClure noted, based on recent legal advice from Rhonda Lewsader, City Attorney, Council Bill 2020-187 would not be required to go back to the Planning and Zoning Commission for their review; however, the City Council may elect to refer a matter back to the Planning and Zoning Commission for further review.

There being no further questions or comments, Mayor McClure called for a roll call vote on the motion.

The motion was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Ferguson, Fisk, Ollis, and McClure. Nays: Schilling and Hosmer. Absent: None. Abstain: None.

Mayor McClure noted since the proposed amendment was approved, the public hearing regarding the amendment only will be carried over to the September 21, 2020 City Council Meeting.

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

Mayor McClure noted based on City Council policy and the number of speakers, individuals will be allowed 3 minutes to express their views pertaining to the amendment only.

Justin Skinner spoke in support of the proposed. He expressed his belief the developer has listened to the various concerns raised and addressed those concerns expressed by the citizens. Mr. Skinner asked for City Council's support for the proposed.

Gail Fredrick spoke in opposition of the proposed. He noted he is an attorney and is representing some of the local property owners, who own property adjacent to the proposed. Mr. Fredrick explained he doesn't believe the proposed amendment addresses the concerns expressed by the citizens, such as the issue of density, increased traffic, stormwater concerns, Sequiota Park congestion, and changes to the overall character of the area. He asked for City Council to oppose the proposed.

Councilman Hosmer asked for clarification on the parties he is representing, and how many residents live in the area he is representing.

Mr. Fredrick noted he is representing Jerry Cook, Loren Cook, Brian Beckers, NN Land Development, LLC, and residents of All Saints 1st Addition, who have properties near and to the north and west of the proposed. He noted there are four full-time residents who reside in the All Saints 1st Addition.

Rick Wilson spoke in opposition of the proposed. He noted he is a surveyor with Wilson Surveying, and is representing some of the local residents. He expressed his opinion the proposed does not help address the concerns of the citizens, such as the issue of density, traffic issues, and stormwater runoff in and around the area of the proposed. He asked for City Council to oppose the proposed.

Charles Ewing spoke in opposition of the proposed. He discussed the issue of the tree canopy and voiced his opinion the loss of additional trees for the parking spaces required will greatly impact the area in and around the proposed. Mr. Ewing explained the City promotes tree preservation within the Community and these urban trees should be saved.

Tom O'Connell spoke in opposition of the proposed. He discussed tree preservation within the Community and the Galloway recommendations. Mr. O'Connell also referred to a recent rezoning case located on West Sunshine near Kansas Expressway, which he reported City Council did not approve. He asked for City Council to oppose the proposed.

Melanie Bach spoke in opposition of the proposed. She noted she is the President of the Galloway Village Neighborhood Association (GVNA). Ms. Bach expressed her belief the proposed is "too much, too little, and too late all at one time." She noted there are several inconsistencies regarding the calculations from the original to the proposed amended plan, such as the additional 5% open space in the amended plan, as well as the total site area calculations and questioned the proposed amendment. Ms.

Bach expressed her belief there have been to many exceptions granted. Ms. Bach expressed her opinion the proposed amendment does not address the concerns or issues expressed by the citizens. She asked for City Council oppose the proposed.

Dwayne Johnson spoke in opposition of the proposed. He expressed his opinion the proposed amendment has not really changed anything regarding the development and is a waste of time. He asked for City Council to oppose the proposed.

Jake Messer spoke in opposition of the proposed. He noted he is a resident in Galloway Village. He expressed his opinion the proposed amendment does not help solve the issue of density or the issue of stormwater. Mr. Messer asked for City Council to oppose the proposed.

Laramie Ellis spoke in opposition of the proposed. She expressed her belief the proposed amendment brings the proposed development further out of compliance, siting items such as the project grading. Ms. Ellis also noted she feels the proposed is not in compliance with the Galloway Policy. She asked for City Council to oppose the proposed.

Jane Earnhart spoke in support of the proposed. She noted she works for Olsson Associates and is the developer's representative. Ms. Earnhart noted Mary Lilly Smith, Planning and Development Director, did a good job at outlining the proposed amendment. She expressed her belief the proposed is a worthwhile project and asked for City Council's support for the proposed.

Wendy Huscher spoke in opposition of the proposed. She expressed her belief the proposed amendment is in direct contradiction to the assurances and promises made to the GVNA about the proposed and referred to transcript language about comments made regarding the Galloway Policy. Ms. Huscher noted the proposed does not fit into the Galloway Plan. She asked for City Council to oppose the proposed.

Councilman Hosmer asked what GVNA stands for and if she is representing them.

Ms. Huscher noted GVNA stands for the Galloway Village Neighborhood Association and noted she is Treasurer.

Councilman Hosmer asked how many members are in the GVNA, and how many are in opposition to the proposed.

Ms. Huscher noted there are approximately 100 paid members at this time; however, the online neighborhood page has approximately 1,011 subscribers. She estimated most of the 100 paid members of GVNA are opposed to the proposed, but does not know how many online page subscribers would be opposed.

Marcie Kirkup spoke in opposition of the proposed. She noted she is a member of the GVNA Board of Directors. Ms. Kirkup thanked the City Councilmembers who have expressed interest in listening to the citizen concerns about the proposed. She discussed her belief the proposed amendment does not deal with the concerns that

have been expressed by the citizens. Ms. Kirkup expressed her opinion the proposed may become convoluted during the platting process if the proposed is approved, and accountability is needed. She asked for City Council to oppose the proposed.

Bart Huscher spoke in opposition of the proposed. He noted he lives directly north of the proposed. He noted the proposed amendment does not address the concerns expressed by the citizens and would remove mature trees within the area, which should not be removed. Mr. Huscher expressed his belief the proposed will create further flooding issues within the area and does not comply with the Galloway Policy. He also asked that a more reasonable development be proposed, which will comply with the Galloway Policy. He asked for City Council to oppose the proposed.

Jerry Pollock spoke in opposition of the proposed. He expressed his opinion the reduction in height is not very much and does not believe the developer has made enough modifications for the proposed to help address the concerns expressed by the citizens and does not follow the Galloway Policy. Mr. Pollock also discussed his belief the proposed may become complex and difficult to follow during the platting process if the proposed is approved. He expressed his opinion this area should be protected for future generations. He asked for City Council to oppose the proposed.

Jeff Hames spoke in opposition of the proposed. He noted he lives directly south of the proposed and has lived there approximately 30 years. Mr. Hames expressed his belief he will be directly affected by the proposed. He reported he has not been contacted by either the developer or the City's planners about how the proposed will directly affect his property.

Brook Villa spoke in support of the proposed. She noted she was born and raised in Springfield, went to school here, and is in her 6th year of teaching. Ms. Villa noted she believes the developer has listened to the citizens and the proposed will support and promote growth in this area for future generations to enjoy. She asked for City Council to support the proposed.

There being no additional speakers at tonight's meeting, the public hearing will be continued on the amendment only to the September 21, 2020 meeting.

**Southwest
Wastewater
Treatment Plant -
Administrative and
Maintenance
Facility
Improvement**

Sponsor: Fisk. Council Bill 2020-199.

A special ordinance approving the plans and specifications for Project #06-0061 Southwest Wastewater Treatment Plant - Administrative and Maintenance Facility Improvement; accepting the bid of Mechanical Services, Inc., d/b/a MSI Constructors, in the amount of \$675,700.00 for construction and oversight; authorizing the City Manager, or his designee, to enter into an agreement with such bidder; and approving a budget adjustment to amend the Fiscal Year 2020-2021 Budget for the Department of Environmental Services in the amount of \$743,270.00 by appropriating retained earnings of the Clean Water Enterprise Fund.

Mayor McClure noted public hearing was held on August 24, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

City Council Bill 2020-199. Special ordinance 27383 was approved by the following roll call vote: Ayes: McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: None. Abstain: None.

**Battery Back-ups
for Traffic Signals**

Sponsor: Hosmer. Council Bill 2020-200.

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 2020-2021, in the amount of \$640,000.00, for the purpose of appropriating federal funds to be used in purchasing battery back-ups for traffic signals.

Mayor McClure noted public hearing was held on August 24, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

City Council Bill 2020-200. Special ordinance 27384 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.

**Easement at South
Campbell Avenue
and West Republic
Road**

Sponsor: Lear. Council Bill 2020-201.

A special ordinance declaring the necessity of condemning right(s)-of-way for construction and permanent easements over, under, and through the properties herein described and generally located near the intersection of South Campbell Avenue and West Republic Road in the City of Springfield, Missouri, including 4101 and 4222 South Campbell Avenue, for the purpose of completing City Project #2015PW0077WTE, funded through the 1/8-Cent Capital Improvement Sales Tax, MoDot Cost-Share and federal funds; and authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

Mayor McClure noted public hearing was held on August 24, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

City Council Bill 2020-201. Special ordinance 27385 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.

The following bill appeared on the agenda under Resolutions.

**Short-Term Rental
Type 2 Permit for
1902 Ease Monroe
Terrace**

Sponsor: McGull. Council Bill 2020-206.

A resolution granting a Short-Term Rental Type 2 Permit for the property generally located at 1902 East Monroe Terrace, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.

Mary Lilly Smith, Planning and Development Director, provided a brief overview of the proposed. She explained for Short-Term Rental Type 2 the following requirements must be met: rented for periods of less than 30 consecutive days; is not owner-occupied or is owner-occupied and rented for more than 95 days in a calendar year; the property is located within R-SF or R-TH zoning district; a 500-foot notification and neighborhood meeting at the proposed STR or in the immediate vicinity; an affidavit signed by 55% of the adjacent property owners, including those adjoining and immediately across the street; and if the signatures of at least 55% of the neighboring property owners cannot be secured the applicant must apply to the City Council to obtain a resolution granting the STR Type 2 permit. Ms. Smith noted the City waived the neighborhood meeting requirement due to COVID-19; however, the applicant did mail 85 notices to property owners within 50 feet. She added the applicant only acquired 1 of 6 required signatures or 17%.

Councilman McGull asked for clarification on how the applicant mailed the 85 notices sent out (i.e. Standard mail, certified mail, etc.)

Ms. Smith noted the City only requires standard mail for mailing notices to property owners. Ms. Smith noted the applicant is available to answer any questions posed by City Council.

Councilman Hosmer asked if City staff has any recommendations for the proposed. Ms. Smith noted City staff has not made a recommendation regarding approving or denying the proposed.

An opportunity was given for citizens to express their views.

Shannon Deckard, the applicant, spoke in favor of the proposed.

Councilman Lear asked if the five remaining required signatures were just non-responsive.

Ms. Deckard explained only one out of the six responded back. She noted the six were sent certified mail, so they received the notice.

Councilman Lear asked if the notices sent were to individual owners or limited liability corporations (LLCs).

Ms. Deckard noted some properties are owned by individuals, while other are owned by LLCs, some of which are located out of state.

Councilman McGull asked if the 85 notices were sent via certified or standard mail.

Ms. Deckard answered the 85 notices were sent standard mail.

There being no additional speakers, the public hearing was declared closed.

Councilman Hosmer asked for clarification from City staff if the five remaining non-responsive notices are deemed as affirmative by the City.

Ms. Smith stated no. She noted a signed affidavit is required by the City, and it takes 55% of the adjacent property owners, including those adjoining and immediately across the street for approval.

Councilman Hosmer expressed his opposition for the proposed. He noted the proper number of signatures have not been received.

Mayor McClure asked if an ordinance change would be required to treat non-responsive notices as being an affirmative response by the property owners adjoining and immediately across the street from a proposed Short-Term Rental request.

Ms. Smith answered affirmatively.

Councilman McGull expressed his opposition to the proposed. He expressed his belief the ordinance should be changed to clarify the language about non-responsive notices.

Councilman Simpson expressed his belief the issue of a possible change to clarify the language about non-responsive notices is needed. He noted his support for the proposed.

Councilman Lear expressed his opinion the language should be clarified regarding non-responsive notices in the future. He noted his support for the proposed.

Councilman Hosmer asked what proof does the applicant show the City, such as certified mail, that notices were sent.

Ms. Smith reiterated the City does not require notices to be sent by certified mail, and the applicant of the proposed volunteered to send the six notices via certified mail. She noted the City requires the applicant to sign an affidavit for the City that he or she sent out the notices.

Councilman Hosmer asked if requiring certified mail for the notices should be considered, so there is a record versus standard mailing.

Councilman Ollis asked how the notice language is written.

Ms. Smith responded the language for the notice asks for a yes or not to be checked regarding the request.

Councilman Ollis expressed his opinion the process and language regarding STRs should be reviewed. He added if notices are not received back, these should be removed from the percentage required.

Councilman Simpson voiced his support regarding possibly simplifying the language to a yes or no check box regarding the notices for the STR requests.

Councilwoman Ferguson expressed her support for the proposed. She also expressed her belief City Council should consider reviewing the ordinance language for possible modification.

Mayor McClure asked Jason Gage, City Manager, to schedule a luncheon meeting to discuss the issue of STRs (i.e. language of notices and how these are received, etc.) Mr. Gage answered affirmatively.

There being no further questions or comments from City Council members, Mayor McClure called for a roll call vote.

City Council Bill 2020-206. Resolution 10522 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Ollis, Lear, Simpson, Schilling, and McClure. Nays: Hosmer and McGull. Absent: None. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

PUBLIC HEARING

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

Condemning right of way - Hunt Branch Trunk Sewer Project

Sponsor: Lear. Council Bill 2020-207.

A special ordinance amending Special Ordinance 27371, which declared the necessity of condemning right-of-way for the purpose of constructing and maintaining sanitary sewers in the Hunt Branch Trunk Sewer Project, to correct the legal description of a sanitary sewer easement.

Errin Kemper, Environmental Services Director, provided a brief overview of the proposed. He noted at the August 10, 2020, City Council meeting, City Council

adopted Special Ordinance 27371 declaring the necessity of condemning right-of-way for the purpose of constructing and maintaining sanitary sewers in the Hunt Branch Trunk Sewer Project, #5PPW5716; however, the legal description that was contained this Special Ordinance 27371 needs to be corrected.

There were no questions posed by the City Council.

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

**City Utilities' FY
2021 Annual
Operating Budget**

Sponsor: Hosmer. Council Bill 2020-208.

A special ordinance approving the City Utilities' Fiscal Year 2021 Annual Operating Budget for its Fiscal Year ending September 30, 2021.

Denise Silvey, Board of Public Utilities Chairwoman, provided a brief overview of the proposed. She noted the proposed does not include any base rate increases, but does include a strong focus on infrastructure with the largest initiative including the expansion of SpringNet fiber optic network for broadband high-speed internet service within the Community.

Mayor McClure noted a joint study session with held with City Council, Board of Public Utilities, and City Utilities (CU) on August 13, 2020 regarding CU's proposed Fiscal Year (FY) 2021 Annual Operating Budget.

Amy Derdall, City Utilities of Springfield Associate General Manager-Chief Financial Officer, continued to provide a brief overview of the proposed. She reiterated the proposed does not include any base rate increases.

Ms. Derdall explained CU is projecting natural gas prices to remain relatively consistent with a possible modest increase in the future. She noted CU has an approximately 42% renewable energy portfolio, which far surpasses the 15% requirement by the Public Service Commission for investor owned utilities. Ms. Derdall added if pricing points change, CU will be mindful to customers regarding communication plans for any possible rate increases pertaining to natural gas if needed in the future. Ms. Derdall outlined receipts, expenditures, disbursement authority, and community services.

Councilman Lear commended CU for their dedicated service to the Community, particularly the approximate 42% renewable energy portfolio.

Gary Gibson, CU General Manager, was also available to respond to any questions posed by the City Council.

Councilman Lear asked for clarification on what is the greatest barrier for CU in possibly increasing the portfolio percentage for renewable energy. Mr. Gibson explained the physical location where CU is located within the country and the transition system are the greatest barriers hindering CU for increasing the

percentage for renewable energy. He noted CU is looking at possible transmission investment efforts in trying to increase CU's renewable energy portfolio percentage, as well as possible partnerships within the Southwest Power Pool for renewable energy transmission efforts (i.e. wind transmission, etc.) for the future.

Mayor McClure asked how much of a percentage increase pertaining to renewable energy could occur while CU could still maintain reliable and affordable services within the Community.

Mr. Gibson explained reliability and affordability are important to CU. He expressed his opinion CU believes by investing in additional renewable energy sources, this will keep utility operations for future generations. He noted many other publicly owned utilities are either barely meeting or below the required 15% by the Public Service Commission at this time. Mr. Gibson noted as CU works on their Integrated Resource Plan for the future, CU will be making some adjustments regarding power facility improvements in the future, such as a possible retirement of a coal unit at the John Twitty Energy Center towards the end of the decade. He noted he is proud of CU's approximate 42% renewable energy portfolio, but believes CU can increase their renewable energy portfolio to at least 50% while still maintaining reliability and affordability to the community in the future.

Mayor McClure asked for clarification how much of a reliable traditional power backup is required by the Southwest Power Pool at this time.

Mr. Gibson noted a thermal energy via a natural gas backup is needed. He noted wind energy for the Southwest Power Pool has set some records this past year with record number of wind gusts for generating wind energy.

Councilman Simpson and Councilman Hosmer also commended CU for the dedicated efforts regarding their renewable energy portfolio, as well as their dedicated service to the community, highlighting transit services and the SpringNet fiber option infrastructure project for highspeed broadband service project.

Councilman Hosmer noted CU offers affordable utility rates and service to the Community, noting they are some of the lowest rates in the country.

Councilman Hosmer asked if CU would help the City possibly find ways to help save energy costs in City facilities

Mr. Gibson answered CU is working with City staff regarding energy auditing some of the City's facilities, such as the Historic City Hall, for possible energy cost savings. He noted this would be a priority.

Mr. Gibson noted this year celebrates the 75th year anniversary of CU as a publicly owned utility.

Councilman Hosmer asked for clarification on the issue of payments in lieu of taxes (PILOTS) history and why the percentage is not consistent.

Mr. Gibson noted in approximately 1957, the City purchased the water company, which is now under CU. He explained when the bonds were paid off in 2007, CU and the City worked to institute a 4% PILOT for water. Mr. Gibson explained he does not know a lot of about the PILOT history and deferred to Mayor McClure.

Mayor McClure explained when the water utility was purchased, the books between the water and CU were kept separately for years.

Council Ollis commended CU for their dedicated service to the community and expressed his opinion the community is very fortunate to have CU.

Councilman Schilling asked for clarification on the SpringNet fiber optic for broadband high-speed service project within the community.

Mr. Gibson noted CU continues to actively work on the SpringNet fiber optic for broadband high-speed internet service project. He explained there are approximately seven areas within the community being worked on for the SpringNet fiber optic project. Mr. Gibson noted the tree trimming has been conducted and the make ready work for the project has been completed in one of the seven areas at this time. Mr. Gibson noted several customers within one area have already been working with Century Link for the high-speed internet access. He added over 100 customers have been signed-up and the high-speed internet service testing is being conducted to make sure it is operational and working properly. Mr. Gibson explained four other areas are currently being worked on with tree trimming or cutting and ready work at this time. He noted \$37.4 million has been spent on the SpringNet fiber optic broadband high-speed project and the project is moving forward.

Councilwoman Ferguson commended CU for their dedicated service to the Community, particularly in Zone 1 regarding broadband high-speed internet.

Councilwoman Ferguson asked when the broadband high-speed internet would be marketed for all the seven areas.

Mr. Gibson noted CU is only providing the infrastructure service regarding the fiber options for the broadband high-speed internet for the vendors, such as Century Link, who will be providing the service to the customers. He noted it will be up to the vendors on when the marketing of this service will be conducted.

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

At approximately 9:00 p.m., Mayor McClure noted the City Council meeting will stand in recess until approximately 9:15 p.m.

At approximately 9:15 p.m., Mayor McClure reconvened the City Council meeting.

Intergovernmental Agreement with Springfield R-12 Schools – Crossing Guard Program

Sponsor: Ollis. Council Bill 2020-209.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

Collin Quigley, Deputy City Manager, provided a brief overview of the proposed. He explained the City and R-12 jointly entered into an Intragovernmental Agreement (IGA) to share the costs of the third-party vendor for crossing guard services in 2014; however, the contract and its extensions have now expired. Mr. Quigley noted the IGA will run from July 1, 2020, through June 30, 2021, with the option for four one-year renewals, which is the same as the contract the City entered into with the vendor.

There were no questions posed by the City Council.

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

Schedule of Equipment No. 2 – Part of Existing Master Equipment Lease Purchase Agreement

Sponsor: Lear. Council Bill 2020-210.

A special ordinance authorizing the City Manager, or his designee, to enter into Schedule of Equipment No. 2, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the City's Information Technology Department, including upgrades to the server room, including mechanical, electrical and plumbing equipment and improvements necessary for proper installation and operation of such equipment, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2020-2021 in the amount of \$373,817.

David Holtmann, Finance Director, provided a brief overview of the proposed. He explained the City has utilized a master lease agreement over the last several years as a low-cost means of acquiring capital equipment. This financing mechanism has allowed the City to acquire much-needed capital equipment at a very favorable interest rate with a financing term of five years. At the end of the five-year period, the City will own the equipment. Mr. Holtmann noted the proceeds of Schedule of Equipment Number 2 will be used to purchase equipment consisting of hardware and software improvements to the City's Information Technology Department including upgrades to the server room, including mechanical, electrical and plumbing equipment and improvements necessary for proper installation and operation of the Equipment. Mr. Holtmann noted transaction will be financed by Central Bank of the Ozarks under the existing Master Equipment Lease Purchase Agreement and the interest rate on this transaction is approximately 2.48%. He added this is a five-year financing with quarterly payments. Mr. Holtmann reported the City will have its server rooms located at City owned facilities as opposed to utilizing a rental area at an offsite facility for server space.

Councilman Simpson asked for clarification on the preparation work needed for the onsite server room facilities improvements at the City, as well as the distribution costs comparison regarding on-premise data storage as opposed to off-site data storage.

Mr. Holtmann noted he is unable to address this at this time, and noted Neil Slagle, who is the Information Systems Director, would need to provide this information.

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

**Salary Ordinance –
“Director of
Diversity &
Inclusion”**

Sponsor: McClure. Council Bill 2020-211.

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 new job title of ‘Director of Diversity & Inclusion’ to the Department Head Series (“DHS”) salary schedule and one full-time equivalent position to the City Manager’s Office; and by amending the Fiscal Year 2020-2021 budget of the City to adjust the authorized employee positions in the City Manager’s Office and to fund the position.

Darla Morrison, Human Resources Director, provided a brief overview of the proposed. She explained additional needs and demands in the area of diversity and inclusion continue to be a high priority for the City, and the City is committed to a diverse workforce which is a core value to the City as an organization. Ms. Morrison noted many City departments participate in diversity initiatives and it has become clear that as an organization, there is a need to have a leadership team position dedicated to leading diversity and inclusion initiatives at the City. She added the City realizes the value and benefit of emphasizing diversity and inclusion and what it offers to the City and the broader Community. Ms. Morrison noted the proposed position will lead the development and implementation of the City’s proactive diversity, equity and inclusion efforts and initiatives in support of the City’s priorities. She added this position will work collaboratively with the City’s Leadership Team to provide advisement, coaching, training and expertise to staff and the City’s Leadership Team on issues related to policies, procedures, best practices, and applicable laws related to diversity, equity and inclusion. Ms. Morrison noted this position will work closely with the City Manager’s Office, Leadership Team members, community members, and other stakeholders to champion the importance and value of a diverse and inclusive organization at the City. She noted they will work to identify and build partnerships and relationships with external organizations, as well as internal employees, through active collaboration on initiatives and strategies. Ms. Morrison explained the funding for the proposed would result in an increase in costs projected to be at \$120,000 for full-year salary and benefits with an additional \$30,000 for full-year non-personnel related office and operating expenses for a total annual cost projected of \$150,000. Given the position is planned to be filled and in place mid-fiscal year, the projected first year costs are \$75,000. Additionally, since this position will serve as an internal service function, funding for the position will be allocated from City departments cost sharing as reflected in the attached budget adjustment. She noted her support for the proposed.

Jason Gage, City Manager, expressed his support for the proposed. He reiterated the City is committed to a diverse workforce as a core value for the organization. Mr. Gage noted the City currently offers a diversity training internship program for students and offers diversity and inclusion training programs for Leadership Team members and City staff. He noted due to the City being a large organization, a position is needed to help lead the development and implementation of the City's proactive diversity, equity, and inclusion efforts and initiatives in support of the City's priorities. Mr. Gage noted the proposed was going to be introduced pre-COVID19; however, it was delayed due to the COVID-19 pandemic. Mr. Gage noted the primary responsibility of the proposed is to help provide leadership and guidance to the City's organization. He reiterated the proposed would work with community members, and other stakeholders, such as the Mayor's Commission on Human Rights and Human Relations, to champion the importance and value of a diverse and inclusive organization at the City.

Mayor McClure expressed his appreciation to City staff for the proposed. Mayor McClure briefly discussed the death of George Floyd and issues of public safety. He noted a City Council retreat will possibly be held in November 2020. Mayor McClure expressed his belief a resolution should be drafted to form a Committee of the Whole to conduct some listening tours and meeting sessions, to receive input from the community about the issues of public safety, diversity, and inclusion within the community before the upcoming City Council retreat. He suggested a draft resolution be on the upcoming September 21, 2020 City Council meeting agenda for consideration.

Councilman Lear, Councilman Simpson, and Councilman McGull expressed their support for the proposed, as well as a possible listening tours and draft resolution. They thanked City staff for the proposed.

An opportunity was given for citizens to express their views.

Written comments were submitted regarding City Council Bill 2020-211 from Mia Jones, United Community Change. Ms. Jones express concern regarding the proposed. She asked why the City decided to move forward with a solution provided not having at all explained the details or specifics that it would bring to the issues United Community Change are fighting to resolve. She asked City Council to table this bill, so the proper individuals can feel included in the decisions that are supposedly being put in place to assist with their efforts regarding the issues of inclusion, diversity training, transparency, and accountability.

There being no speakers, the public hearing was declared closed.

Chapter 74 "Nuisance and Housing Code"

Sponsor: Ferguson. Council Bill 2020-212.

A general ordinance amending the Springfield City Code, Chapter 74, 'Nuisance and Housing Code,' Article VII, 'Nuisances,' Division 2, 'Weeds and other rank vegetation,' Section 74-404, 'Permitting growth of weeds over seven inches in height,' by adding a minimum fine for repeated violations.

Maurice Jones, Deputy City Manager, provided a brief overview of the proposed. He noted the proposed would set mandatory fine amounts for persons who permit the growth of weeds over seven inches in height three or more times for the same piece of property in the same calendar year. Mr. Jones explained Senate Bill 572, as codified in RSMo Sec. 479.353, capped the amount of fines plus court costs for this type of offense at \$350 for the third offense in the same calendar year and at \$450 for the fourth offense in the same calendar year. He noted to comply with the restrictions of Senate Bill 572, the proposed sets the fine amount at \$350 minus current court costs for a third offense in the same calendar year and at \$450 minus current court costs for the fourth and subsequent offenses in the same calendar year. He added the proposed would not allow a judge to suspend imposition of sentence or to suspend execution of the fine for third and subsequent violations.

There were no questions posed by the City Council.

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

PETITIONS, REMOISTRANCES AND COMMUNICATIONS

Justin Schwartz spoke about the City's masking requirements. He noted he is a City resident and is a retired combat veteran. He expressed his opinion the City's ordinance regarding masking doesn't have any teeth to it and really does not know what the objective of it is. Mr. Schwartz expressed his belief the ordinance should be reviewed and if masking is reviewed by the City, it should be written in a way it can be enforced if the objective is to protect individuals within the community.

Cary Wells did not appear to address the City Council.

Michael Hasty spoke about the City's masking requirements. He questioned the matrix being utilized by the City staff regarding the COVID-19 pandemic. He also discussed the issue of long-term care facilities and asked about the measures being utilized to help protect these residents, since many of the individuals passing away from COVID-19 are elderly with compromised immune systems. Mr. Hasty expressed his belief the City's masking requirements are unconstitutional and interfere with his civil liberties. He also noted he would like information on where the CARES ACT monies are being distributed locally. Mr. Hasty noted he recently sent correspondence to the City Council, and thanked Councilman Ollis for being the only one respond.

Carl Hawn spoke about the City's masking requirements. He noted when the City's masking requirements were approved a few months ago, the citizens were informed the numbers would drop; however, the numbers are increasing per the City's dashboard regarding COVID-19 not decreasing. Mr. Hawn stated he wants to know when the numbers are going to drop.

Lisa Meeks spoke about the City's masking requirements and COVID-19. She noted she has been a local resident over 17 years and loves the area; however, she expressed her opinion City Council should represent the citizens and not be against them. She

noted she has a medical condition due to a chemical exposure and is unable to utilize a mask due. Ms. Meeks asked if masking was going to be continued forever. She asked that the masking mandate stop to protect our freedoms, and if City Council did not want to do this, she suggested they step down, so someone else could take their place to help protect freedoms.

Heather Dietz spoke about COVID-19, the City's response to the COVID-19, and the City's masking requirements. She noted she is outraged at City Council's response and detrimental actions, which she believes is dehumanizing citizens. Ms. Dietz expressed her opinion we should celebrate having only 39 alleged deaths in Greene County as opposed to constraining citizens' personal freedoms by using fear tactics and passing laws telling individuals and businesses how they can conduct themselves. Ms. Dietz expressed her belief wearing a mask causes adverse effects to an individual's health. She expressed her opinion City Council was elected to represent the citizens and not their own personal interests and should protect everyone's freedoms. Ms. Dietz expressed she does not wear a mask, attends social gatherings, and does not social distance when she is out in public, but does wash her hands. Ms. Dietz also posed a list of questions to City Council regarding the mask ordinance.

Councilman Hosmer asked for clarification on how many deaths need to occur regarding the COVID-19 pandemic, as well as her noting 39 alleged deaths.

Ms. Dietz expressed her opinion that less than 1% of the population has died from COVID-19 within Greene County, and doesn't believe this constitutes imposing regulations for masking upon the citizens. She stated there have been other illnesses that have caused more deaths within Greene County and this does not make sense. Ms. Dietz expressed her opinion it is possible the City, Greene County, and the local hospitals are lying about the number of deaths and statistics regarding COVID-19 within Greene County, and these should be investigated.

Councilman Simpson asked for clarification if she does not wear a mask and does not social distance while attending social gatherings in public, how does she protect herself and others, who may be immune compromised, while being out in public.

Ms. Dietz explained she does not try to get close to individuals at the grocery store and does not cough on or around anyone out in public. She stated if individuals are immune compromised or have health issues they should stay home.

Dr. Kenneth Spangler spoke about the City's masking requirements. He noted he is a board-certified physician and expressed his opinion against the City's masking requirements. Dr. Spangler explained he believes masking causes more harm than good for individuals regarding the COVID-19 pandemic. He noted he has reviewed several studies that have been conducted regarding the issue of masking and the inability for masks to make a difference. He expressed his belief a mask does not protect individuals. Dr. Spangler noted the City's masking requirement was implemented a few months ago; however, COVID-19 cases are increasing. He expressed his belief masking does not seem to be working. He asked City Council to please rescind the masking requirements and restore our right to a normal life.

Councilman Lear asked if masking does not work, then why did the White House Coronavirus Task Force recommend to the State of Missouri a masking requirement should be implemented since the State has been deemed a red zone.

Dr. Spangler expressed his belief politics are why the White House Coronavirus Task Force recommended the State implement a masking requirement.

Councilman Simpson referred to other research conducted, such as from the Greene County Medical Association and the American Medical Association etc., supporting the issue of masking to help mitigate the spread of COVID-19.

Dr. Spangler noted he would provide the research he has found and is referring to for City Council's review. He stated he is retired and is beholden to no one and believes some of the research available supporting the issue of masking is politically motivated.

Kevin Day did not appear to address the City Council.

Amber Neil spoke about the City's masking requirements. She noted she is a resident of Springfield and resides in Councilman Schilling's zone. Ms. Neil expressed her opposition to the City's masking requirements and believes it is an overreach of our freedoms. She expressed her belief masking does not work, and masking children, who are minors, is dangerous. Ms. Neil expressed her opinion it is wrong and unwarranted that businesses, churches, or individuals can receive citations from the City for not complying with the masking requirements.

Melissa Wells did not appear to address the City Council.

Melanie Taylor spoke about the City's masking requirements. She expressed her opinion that masking was ineffective, and the cases seem to be increasing as opposed to decreasing within Greene County. Ms. Taylor explained individuals are sacrificing their physical, social, and mental health for the masking requirement.

Dean Taylor spoke about COVID-19 and the City's masking requirements. He noted he resides in Republic, MO. He expressed his opinion about religious freedoms and the issue of government controls and interference. Mr. Taylor stated we should follow Idaho's example, and end the state of emergency regarding the COVID-19 pandemic. Mr. Taylor also asked why Tim Havens could speak about citizens in the way he spoke last City Council meeting without a City Council member stepping in to stop his offensive and derogatory comments.

Marla Lucas spoke about COVID-19 and the City's masking requirements. She noted she is a radio show host. Ms. Lucas briefly discussed she contracted COVID-19 and recovered approximately one month ago. She noted she is also a survivor of breast cancer. Ms. Lucas noted she feels others shame and overreact to her, because she had COVID-19 and recovered. She expressed her opinion the City's masking requirements are an overreaction, and asked City Council to rescind the masking requirements.

AJ Karlsson spoke about City's masking requirements. He noted he was born in Sweden and moved to the United State to get away from government control. Mr. Karlsson expressed his belief it is becoming a New World Order regarding the government telling everyone what he or she can and cannot do or say. He asked City Council to remove the masking requirements and noted he believes it is making people sick. Mr. Karlsson read 2nd Chronicles 7:14 from the *Bible*. He expressed his opinion he believes masking is politically motivated.

Meike Aton spoke about City's masking requirements. She noted she currently lives in Rogersville, but has a business located in Springfield. Ms. Aton noted she grew up in post Nazi, Germany, so she has a unique perspective. She explained her belief fear was utilized in Nazi, Germany to make individuals compliant, so government control could take place. Ms. Aton expressed her opinion some similar tactics used during Nazi, Germany are beginning to occur now within this Country and society, such as policing individuals for not wearing a mask. She expressed her opinion masking should be a recommendation as opposed to a mandate, which will help prevent the snitching or policing of others, as well as will take away the fear of those not wearing a mask. Ms. Aton added a recommendation may even help with compliance for masking.

Seth Brooks spoke about the City's masking requirements.

Marc Falmer spoke about City's masking requirements. He asked, does the rejection of wearing a mask meet the criteria for civil disobedience, and referred to *Bible* scripture from Daniel, Chapter 3, as well as from 1st Peter, Chapter 2. Mr. Falmer continued to quote or referred to additional scriptures from the *Bible*. He expressed his belief the masking requirements and social distancing are unbiblical and should be rejected.

Written comments were submitted from Kimberly Woodman regarding the issue of Police Reform. She expressed her opinion about why Police Reform is needed. Ms. Woodward also referred to an article written about an incident a couple of years ago about local officers pulling their guns on a black couple that had been pulled over for speeding. She expressed her belief our city is at a critical point, and our choices will shape our future, our choices are our circumstances.

Councilman Simpson asked if City staff could check to see if Dr. Trotman, who is a local leading infectious disease specialist, could come and speak to the City Council either at a luncheon or during a meeting to discuss the issue of transmission and the recent COVID-19 case growth within the community.

Jason Gage, City Manager, answered affirmatively.

The following item appeared on the agenda under New Business.

Recommended

The City Manager recommends the following appointment to the Art Museum Board: Cheryl Hom with term to expire June 1, 2023.

Recommended

The City Manager recommends the following reappointments to the Art Museum Board: Alia Lee and Tiffany Brunner with terms to expire June 1, 2023.

As per RSMo. 109.230 (4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

UNFINISHED BUSINESS**MISCELLANEOUS****The following bills appeared on the agenda under Consent Agenda First Reading Bills.****Preliminary Plat of
Westgate
Subdivision, 4202
West Kearney Street**

Sponsor: Ferguson. Council Bill 2020-213.

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Westgate Subdivision, generally located at 4202 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: Parrish Land & Development, LLC and ARMA Development, LLC; 1202 West Kearney Street; Preliminary Plat of Westgate Subdivision.)

CONSENT AGENDA ONE READING BILLS**The following bills appeared on the agenda under Consent Agenda Second Reading Bills.****Intergovernmental
Agreement with the
City of Nixa**

Sponsor: Fisk. Council Bill 2020-202.

A special ordinance authorizing the City Manager, or his designee, to modify an Intergovernmental Agreement with the City of Nixa, Missouri, modifying the terms of the existing consolidated Police Records Management System agreement.

City Council Bill 2020-202. Special ordinance 27386 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.

**Intergovernmental
Agreement with the
City of Republic**

Sponsor: Hosmer. Council Bill 2020-203.

A special ordinance authorizing the City Manager, or his designee, to modify an Intergovernmental Agreement with the City of Republic, Missouri, relating to the use of a consolidated Police Records Management System agreement.

City Council Bill 2020-203. Special ordinance 27387 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.

Intergovernmental Agreement with the Springfield R-XII School District

Sponsor: Lear. Council Bill 2020-204.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Springfield R-XII School District, for the use of a consolidated Police Records Management System.

City Council Bill 2020-204. Special ordinance 27388 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.

Recommended

The Mayor recommends the following appointment the Springfield Convention and Visitors Bureau, Inc. Board: Tim Rosenbury with term to expire January 1, 2022.

END OF CONSENT AGENGA

Motion to Adjourn

Councilman McGull moved to Adjourn. Councilman Lear seconded the motion, and it was approved by the following vote. Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Fisk, and McClure. Nays: Ferguson. Absent: None. Abstain: None. The meeting adjourned at approximately 11:15 p.m.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

September 14, 2020
Springfield, Missouri

The City Council met in special session September 14, 2020 at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Abe McGull, Matthew Simpson*, Craig Hosmer, Richard Ollis*, Andrew Lear* and Ken McClure. Absent. Mike Schilling, Phyllis Ferguson and Jan Fisk.

*Members attending via videoconference.

Closed Session

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

Councilman McGull seconded the motion, and it was approved by the following roll call vote: McGull, Simpson, Hosmer, Ollis, Lear and McClure. Nays: None. Absent: Schilling, Ferguson and Fisk. Abstain: None.

Prepared by
Monica Paxton

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. _____
Pgs. 178
Filed: 08-04-20

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

AMENDED
COUNCIL BILL 2020- 187

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 4.2 acres of property,
3 generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue
4 from R-SF, Single-family Residential, GR, General Retail, and LB, Limited
5 Business District to Planned Development No. 374; and adopting an
6 updated Official Zoning Map. (Planning and Zoning Commission and Staff
7 recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue, which is
12 more fully described on "Exhibit A," from R-SF, Single-family Residential, GR, General
13 Retail, and LB, Limited Business District to Planned Development No. 374; and
14

15 WHEREAS, following proper notice, a public hearing was held before the
16 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
17 hearing being attached hereto as "Exhibit B" and incorporated herein by this reference,
18 and said Commission made its recommendation; and
19

20 WHEREAS, the City has reviewed the applicant's request and prepared a staff
21 report concerning the application which is attached hereto as "Exhibit C;" and
22

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

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

29 Section 1 – The property described in "Exhibit A" of this Ordinance, which is
30 attached hereto and incorporated herein by this reference, is hereby rezoned from R-
31 SF, Single-family Residential, GR, General Retail, and LB, Limited Business District, or
32 such zoning districts as are designated on the official zoning map adopted by City
33 Council, to Planned Development No. 374; and the Springfield Land Development

Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and modified accordingly.

Section 2 – The property described in "Exhibit A" of this Ordinance shall be subject to the requirements and standards described in "Exhibit C – Exhibit 1," which is attached hereto and incorporated herein by this reference, and these requirements, standards, and design shall govern and control the use and development of the land hereby rezoned to Planned Development No. 374.

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

SUPPLEMENTAL EXPLANATION TO AMENDED COUNCIL BILL 2020 –187

FILED: 09-16-20

ORIGINATING DEPARTMENT: Law

BACKGROUND INFORMATION: At the September 8, 2020, City Council meeting, City Council voted to amend Council Bill 2020-187 by:

1. Striking the number “60” from Exhibit 1, Section G.2, and inserting the number “56” in its place, and
2. Replacing Exhibits 2, 3, 4, 5, 6, and 9 in their entirety with new Exhibits 2, 3, 4, 5, 6, and 9.

Exhibit 1 (G.2.) was amended to change the maximum building height language from 60 feet to 56 feet.

Exhibit 2 was amended to reduce the Building 2 height from 5 to 4 stories and removing the underground garage. By removing the garage 28 parking spaces were eliminated, so 5 additional parking spaces have been added behind the purple shamrock building along with 4 additional spaces where the garage entry drive was located to the west of Building 2. With these amendments, there is a total of 173 parking spaces provided with 161 spaces required, (a surplus of 12 spaces).

Exhibit 3 amendments reflect the removal of the underground garage and the addition of parking spaces as mentioned above.

Exhibit 4 amendments show the proposed reduced height of Building 2 from 5 to 4 stories and from 55 feet to 49 feet of building height. This results in an 11% reduction in building height to Building 2 and a reduction in total area of new construction by 13%.

Exhibit 5 amendments reflect the mentioned changes to the grading plan. Building 2 will be split to work with the existing topography so that the ground level of north end will be set a level below the ground level of the south end. This further reduces the amount of grading required and aesthetically breaks the building by contouring to the existing grading, reducing the overall scale and enhancing the aesthetics of building 2.

Exhibit 6 was amended to update the site plan regarding the landscaping due to additional parking spaces and removing the underground garage driveway.

Exhibit 9 has also been amended to update the site plan regarding recreational space calculations reduction of 2% due to additional parking spaces.

Submitted by:


Rhonda Lewsader, City Attorney

EXPLANATION TO COUNCIL BILL 2020 –187

FILED: 08-04-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374. (Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND INFORMATION: PLANNED DEVELOPMENT DISTRICT NO. 374

The applicant is proposing to rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-Family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374. If approved, the applicant plans a mixed-use development with two new multi-family residential buildings and four existing buildings for continued commercial use as shown on their site plan.

The applicant is proposing a planned development district in response to concerns from the community during their rezoning request in 2018. The intent of the planned development (PD) district is to encourage more creative and imaginative design than generally is possible under conventional zoning regulations. The applicant/developer is proposing a unique mixed-use development that will include preserving 4 existing commercial structures.

REMARKS:

The Planning and Zoning Commission held a public hearing on July 16, 2020, and recommended to approve the proposed Planned Development No. 374, by a vote of 7 to 1.

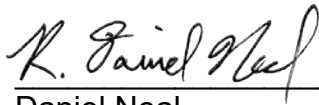
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed Planned Development 374 is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the south portion of the property as appropriate for Medium intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The Major Thoroughfare Plan classifies Lone Pine Ave as a Secondary Arterial roadway.

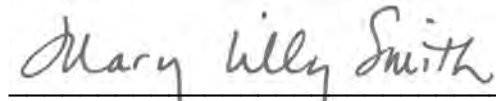
2. The subject property is within the Galloway Redevelopment Policy Area Recommendations for the South Lone Pine Avenue corridor between Battlefield and Republic Roads. These recommendations serve as the policy for development in the area and are to be used in reviewing applications for zoning changes. Staff has reviewed the applicant's submittal with the Galloway Recommendations and believes that the applicable recommendations have been addressed (Attachment 3).
3. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre.
4. The proposed Planned Development is proposing to preserve the existing structures (Treadway Building, Purple Shamrock and Sequiota Bike Shop) located at 3521, 3527 and 3535 S. Lone Pine Avenue to preserve and rehabilitate following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements.
5. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:



Daniel Neal
Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

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

Attachment 1, Department Comments
Attachment 2, Multi-Family Development Location and Design Guideline Assessment
Planned Development 374
Attachment 3, Galloway Recommendations Planned Development 374
Attachment 4, Neighborhood Notification and Meeting Summary
Attachment 5, Neighborhood Comments

PLANNED DEVELOPMENT 374 EXHIBITS:

Exhibit 1, Planned Development Ordinance Text
Exhibit 2, Preliminary Development Site Plan
Exhibit 3, Preliminary Architectural Site Plan
Exhibit 4, Preliminary Architectural Elevations
Exhibit 5, Preliminary Grading Plan
Exhibit 6, Preliminary Landscape Plan
Exhibit 7, Landscaping Notes and Specifications
Exhibit 8, Stream Buffer Plan
Exhibit 9, Recreational Area Plan
Exhibit 10, Site and Landscape Design Narrative
Exhibit 11, Engineering Report
Exhibit 12, Boundary & Topographic Survey
Exhibit 13, Concept Design

Exhibit A

**LEGAL DESCRIPTION
PLANNED DEVELOPMENT 374**

Deed Book 2018, Page 44946-18

Tract I: Beginning 316 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21), which is the Northeast corner of J.H. Ellison Tract; thence West 100 feet; thence North 50 feet; thence East 100 feet; thence South to the Point of Beginning, in Greene County, Missouri.

Tract II: Commencing at the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence North 316 feet, more or less, to the Northwest corner of the Ellison Tract for a second Beginning Point; thence East along the North line of the Ellison Tract, 236.7 feet; thence North 136 feet; thence East 100 feet to the West Right-of-Way line of Highway 65; thence North along the West Right-of-Way line of said Highway 65, a distance of 259 feet; thence West 353.5 feet to the West line of said Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9); thence South to the second Point of Beginning, all in the City of Springfield, Greene County, Missouri.

Tract III: Beginning 366 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence West 100 feet; thence North 86 feet; thence East 100 feet; thence South 86 feet to the Point of Beginning, in Springfield, Greene County, Missouri.

Deed Book 2018, Page 44951-18

Commencing at the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), a distance of 175.15 feet to an iron pin set for a Point of Beginning; thence continuing N00°36'45"E along the said West line, a distance of 141.23 feet to an existing iron pin; thence S87°41'55"E, a distance of 337.60 feet to an iron pin set on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S02°51'18"W along the said West Right-of-Way line, a distance of 149.11 feet to a PK Nail set; thence N86°79'47"W, a distance of 332.09 feet to the Point of Beginning; all in the City of Springfield, Greene County, Missouri. Bearings are based on the West line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) as being N00°36'45"E.

Subject to Easement:

Commencing at the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), a distance of 175.15 feet; thence S86°19'47"E, a distance of 178.98 feet for a Point of Beginning; thence N03°40'13"W, a distance of 7.5 feet; thence S86°19'47"E, a distance of 153.00 feet to a point on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S02°52'18"W along the said

West Right-of-Way line, a distance of 7.5 feet; thence N86°19'47"W, a distance of 153.11 feet to the Point of Beginning, all in the City of Springfield, Greene County, Missouri.

Exhibit B

RECORD OF PROCEEDINGS PLANNED DEVELOPMENT 374 Planning and Zoning Commission – July 16, 2020

Planned Development 374
3503, 3521, 3527, & 3535 South Lone Pine Avenue
Applicant: Elevation Enterprises, LLC

Mr. Hosmer stated that this is a request rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from a R-SF, Single-family Residential and LB, Limited Business District and GR, General Retail District to Planned Development 374. The proposed Planned Development 374 is consistent with the Comprehensive Plan which identifies the south portion of the property as appropriate for medium intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The property to the north has been zoned to a Planned Development for office/medical uses. The Transportation Plan classifies Lone Pine as a Secondary Arterial roadway. The Galloway Creek Greenway Trail and Sequiota Park entrance are across Lone Pine to the east of the property. The property is not in a FEMA floodplain. A fee in lieu of on-site stormwater detention will not be allowed. The property is located in a stream buffer area and a stream buffer easement is being granted by the owner (21,000 sf). The subject property is within the Galloway Redevelopment Policy Area (accepted by City Council October 21, 2019). Galloway Redevelopment Policy Area Recommendations Vision Statement, states that... "The Lone Pine corridor will be welcoming for living and commerce. It will emphasize use of human-scale design components typically embodied in a village environment. This includes high-quality development with distinctive architectural features that respect the area's historic context, sensitive to the surrounding developments, in harmony with nature, built into the topography, beautifully landscaped, colorful and offering many common areas for recreation and socializing. The corridor will continue to be a pedestrian-friendly environment where people can easily walk, bicycle, and drive. Private development will emphasize diverse small retail and service businesses, while employing best practices to protect the area's natural resources and amenities, particularly Galloway Creek, Sequiota Park, and the tree canopy." The surrounding uses to the north (PD 264) allow up to 10,000 sf for medical and general office uses, to the south allows for general retail uses (multi-family) and to the west allows for single family/church uses. The proposed Planned Development is for a mixed-use development of multi-family and commercial uses (max 12,000 sf.). The Multi-Family Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre (proposed development is only for 23 du/ac or 100 units). The PD will preserve the existing Treadway Store, Purple Shamrock and Sequiota Bike Shop historic buildings and the applicant has agreed to follow the U.S. Secretary of Interior's Standards for rehabilitation and maintenance. The PD will restrict building heights to 45 feet within 60 feet of Lone Pine and a 60-foot max for other areas or a 45-degree bulk plane adjacent to R-SF (GR has no height restriction but does have 45-degree bulk plane from R-SF). A "Type C" bufferyard adjacent to R-SF to west (minimum of 15 feet wide with plantings). The PD is required to preserve all existing trees of 6" caliper or greater per site plan or replace with 2-inch caliper trees for at least 7 trees per acre. The PD is proposing similar uses per the GR, General Retail District and densities similar to the R-LD/R-MD Multi-Family Districts. GR has no density requirements. Amenities – The development will have a swimming pool, exercise room and resident clubhouse as shown on the site plan. The PD will require sidewalks to be built along Lone Pine per the site plan. The PD requires that Lone Pine Avenue be widened (5') for a northbound left-turn lane to the southern-most entrance to the development and a northbound left-turn lane of a minimum of 150-feet, no further than the

railroad right-of-way OR a Traffic Impact Study is approved by the Public Works Department. Staff recommends approval.

Joel Thomas questioned about the Planned Development 264 to the north and asked what the bulk plain requirements were.

Mr. Hosmer was not sure at this time but believes it refers back to the code.

Mr. Doennig opened the public hearing.

Mr. Brent Stevens, representative of the owner and has a passion to develop Galloway and the enhancement of the area and is adopting the Galloway policy and is working with City staff and gave a brief overview.

Mr. Ryan Phillips, representative of the owner and states that they believe they are keeping within the feel of the area and will reuse the existing current buildings for a village feel of the area and enhanced streetscaping.

Ms. Jane Earnhart, representative of the owner, worked on the site design for a natural environment and will protect and preserve the stream buffer, terrain and maintain a majority of trees. The focus of the site design is public safety and the environment (tree canopy) and will have traffic calming on Lone Pine with open space with pervious areas.

Mr. Mitchell Jenkins, owner have used the Galloway policy to make any decisions and believes that it is a vision of a diverse community and creates additional tax revenue for the city.

Mr. Steven Bowen, 3811 S. Weller Avenue (Sam Coryell), has a vested interest in Galloway and questions if this fits the fabric of the community and the buildings along Lone Pine need to adhere to part of community.

Mr. King Coltrin what would they need to meet the fabric of the land.

Mr. Bowen does believe it may meet that fabric of the community but want whatever goes forward to meet those requirements.

Mr. Bryan Bevel, citizen has different view and believes this is a positive for the area and that the developers have listened to the concerns of the neighborhood.

Mr. Matt O'Reilly citizen stated that 24 du/ac is above the design guidelines requirements and is 25% higher than the Township 28 and more than double the 12 du/ac at Quarry Town. He went through information on dwelling units per acre and went over the height/evaluations of the buildings as well as removing a majority of the trees.

Ms. Cristina Bustamante, citizen went over dwelling units per acre and height of the proposed building and believes it exceeds the requirements of the design guidelines and went over the possible financial problems these building may have fiscally.

Mr. Joel Thomas asked for clarification on the rate of square foot.

Ms. Bustamante noted that market rates are 1.25 per square foot on multi-family.

Ms. Marcie Kirkup, citizen and president of the Galloway Neighborhood and believes it does not meet the Galloway policy of incompatible land uses, safety and traffic. She also noted that unknown damage to the park and waterways and needs more investigation on the waterway/neighborhood and traffic and is not opposed to future development.

Mr. Greg Horton, citizen wants the Galloway project and believes it will bring construction jobs and future amenities to the area.

Ms. Melanie Bach, citizen voiced her concerns for traffic issues and noted that the buildings that he wants to reuse/renovate were active businesses before they were sold to Mr. Jenkins.

Mr. Chad Cook, citizen believes the demand for more development and stated that Mr. Jenkins made numerous concessions to accommodate the neighbors and believes the project will continue the village feel and bring businesses.

Ms. Wendy Huscher, citizen expressed her concern for the development and went over all the obstacles they had in order to develop their photograph studio and is not opposed to development, just this development project.

Ms. Anne Baker, citizen 2240 South Lone Pine and owner of the Sequiota Bike Shop and believes Mr. Jenkins has worked with the neighbors and the design team to get a unique development.

Ms. Amy Haymes, citizen voice her concerns on the possible increase in traffic and that people would use the easement across her property to get to the proposed new development and that raises safety concerns.

Mr. Brandon Biskup, developer believes this is an appropriate scale of development along Lone Pine and went over the retaining wall height and believes this increases neighborhood walkability and an asset to the community.

Mr. Doennig closed the public hearing.

Ms. Melissa Cox asked about the monolith appearance and the 4th story buildings in the Galloway Policy.

Mr. Hosmer stated that the developers worked with City staff to meet the guidelines/policies of the Comp Plan and the Galloway Policy including the preservation of the trees and historic structures.

Mr. Joel Thomas noted that the buildings are very close to Lone Pine Avenue and if there are any future plans to widen Lone Pine.

Mr. Hosmer noted that there will be 5' of right-of-way for left turn lanes.

Mr. Derek Estell, Public Works there are dedicating additional ROW along Lone Pine for a total of 70' width

Mr. King asked when the improvements are scheduled.

Mr. Estell the ROW acquisition may be 6 to 12 months and noted the round-about to decrease traffic speed.

Ms. Cox confirmed about the round-about at Lone Pine and Galloway and voiced her concern on traffic (turn lanes) and for the 4-story buildings and that it is hard to vision but will vote in favor of the development.

Mr. Coltrin noted that the developer has made big improvements and advancement in the designs from 2018.

Ms. Broekhoven voiced her concerns about the development not sharing the same low density along the corridor and will be voting no.

Mr. Jobe noted that he is sensitive to the concerns of the neighbors, but believes the development is in line with the guidelines and will be in support.

COMMISSION ACTION:

Ms. Cox motioned to **approve** item Planned Development 374 (3503, 3521, 3527, & 3535 South Lone Pine Avenue). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, Jobe, Thomas, and Rose. Nays: Broekhoven. Abstain: None. Absent: Shuler.

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

Bob Hosmer, AICP
Planning Manager

Exhibit C



Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:
CITY COUNCIL PUBLIC HEARING:



July 16, 2020

August 10, 2020

CASE: Planned Development 374

ACRES: Approximately 4.2 acres

LOCATION: 3503, 3521, 3527, and 3535 South Lone Pine Avenue

EXISTING LAND USE: Single-family and commercial uses

APPLICANT: Elevation Enterprises, LLC

STAFF: Daniel Neal, Senior Planner
 417-864-1036

STAFF RECOMMENDATIONS:
 Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374.

FINDINGS FOR STAFF RECOMMENDATIONS:

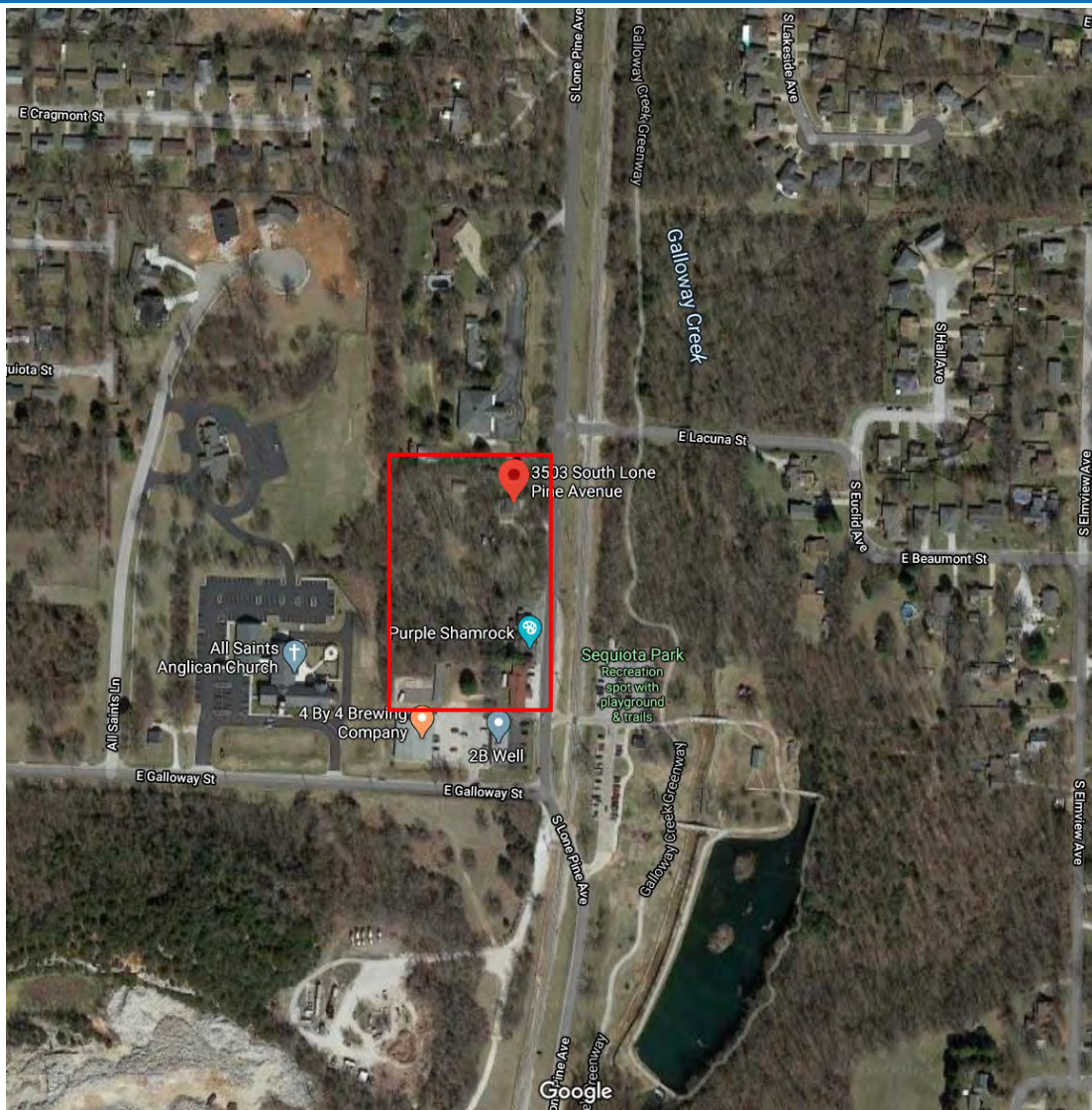
1. The proposed Planned Development 374 is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the south portion of the property as appropriate for Medium intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The Major Thoroughfare Plan classifies Lone Pine Ave as a Secondary Arterial roadway.
2. The subject property is within the Galloway Redevelopment Policy Area Recommendations for the South Lone Pine Avenue corridor between Battlefield and Republic Roads. These recommendations serve as the policy for development in the area and are to be used in reviewing applications for zoning changes. Staff has reviewed the applicant's submittal with the Galloway Recommendations and believes that the applicable recommendations have been addressed (Attachment 3).
3. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre.
4. The proposed Planned Development is proposing to preserve the existing structures (Treadway Building, Purple Shamrock and Sequiota Bike Shop) located at 3521, 3527 and 3535 S. Lone Pine Avenue to preserve and rehabilitate following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements.
5. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 264	GR	R-SF	R-SF
LAND USE	Photographic studio and office use	Commercial Uses	Undeveloped area with greenway trail & Sequiota Park	Church & stormwater detention for residential subdivision.

CITY OF
Springfield

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

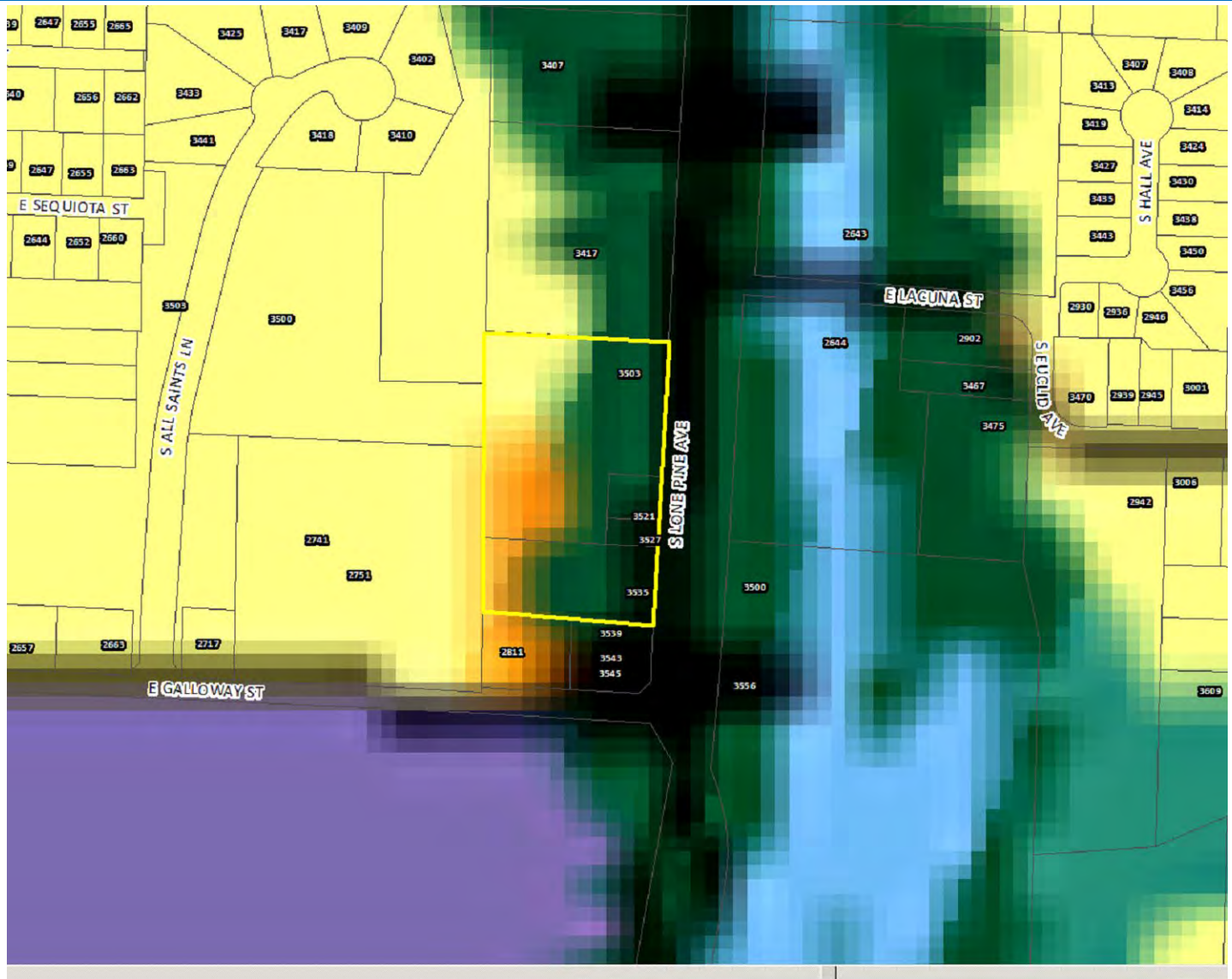


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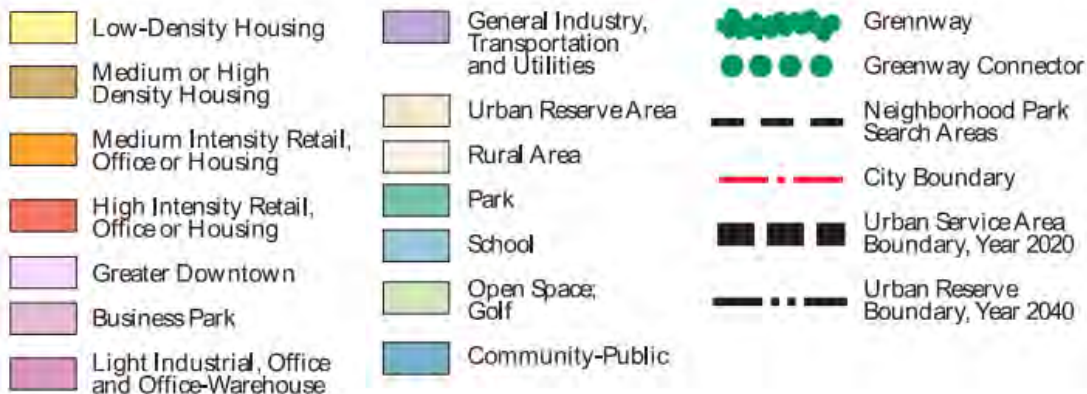
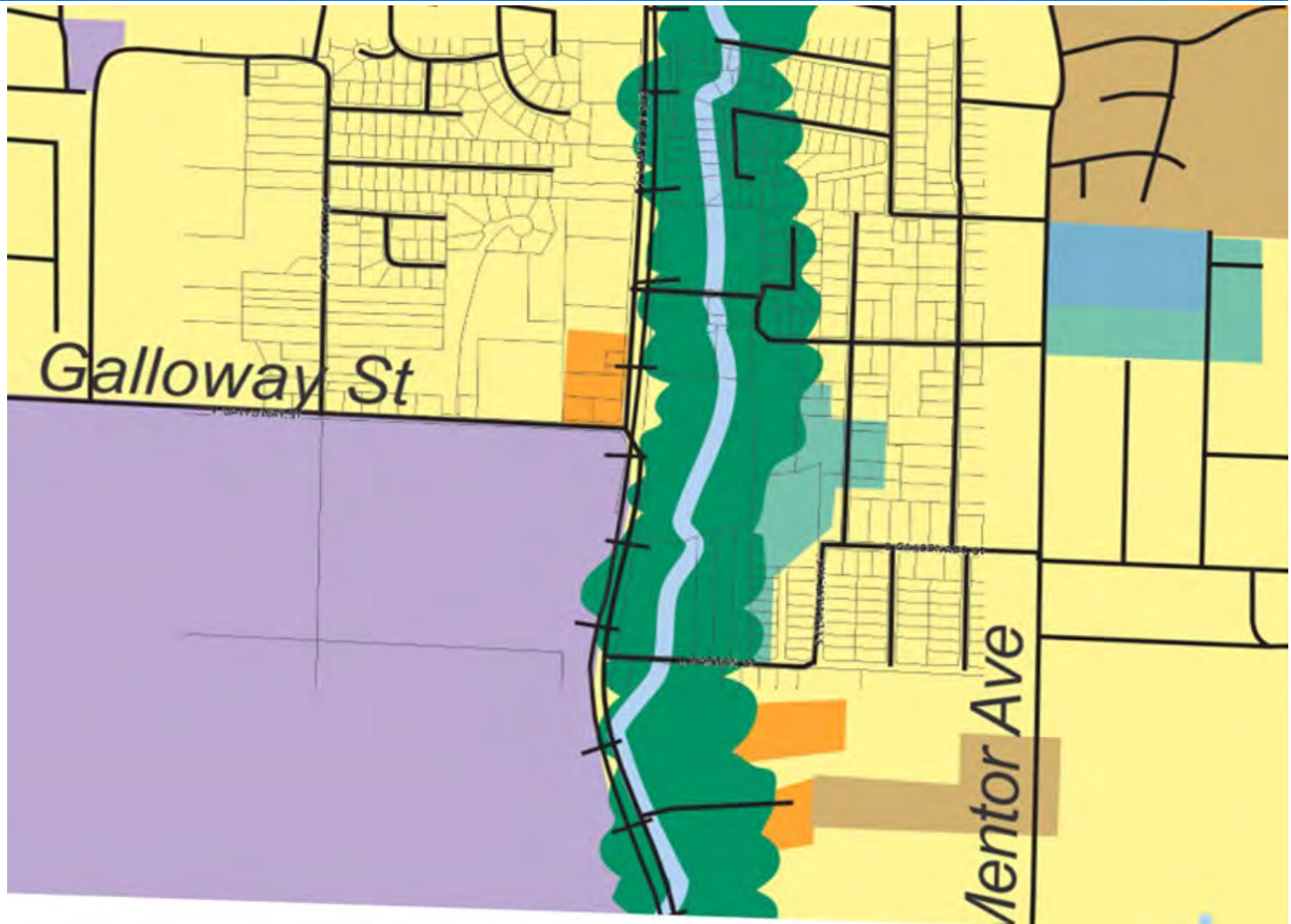
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GROWTH MANAGEMENT AND LAND USE PLAN:



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GROWTH MANAGEMENT AND LAND USE PLAN FROM THE SOUTHEAST DEVELOPMENT STUDY:



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PROPERTY HISTORY:

The property is currently on four separate properties that are zoned R-SF, LB and GR. The property at 3503 and 3521 S. Lone Pine have been zoned R-SF and LB since the City-wide remapping in 1995. The Treadway building property was rezoned from LB to GR in 2009. In 2018 the R-SF and LB properties were part of a rezoning request to rezone to a GR, General Retail District with a Conditional Overlay District which was tabled and then administratively delayed by Resolution No. 10408. In June of 2019, the Sequiota Store, Treadway General Store & Gas Station were submitted to City Council for nomination as historic sites, but that resolution failed.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
 1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

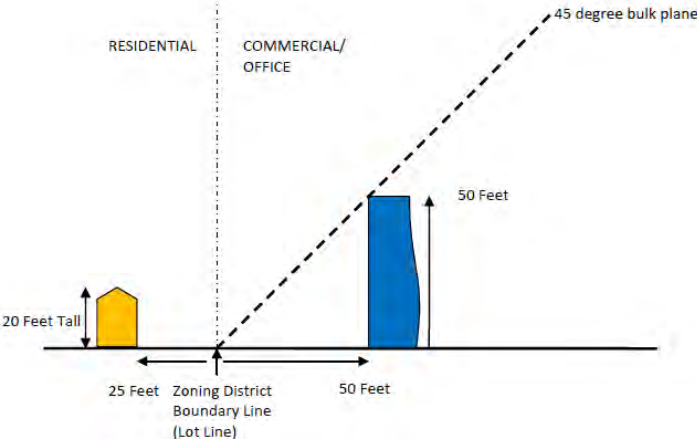
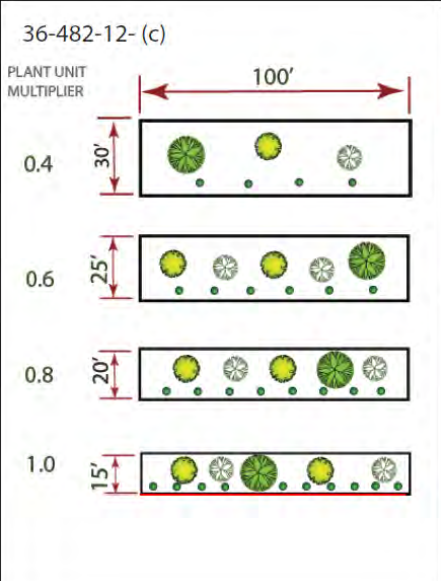
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ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR PD 374
Use Limitations	1. All uses shall operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance. 2. No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code. 3. Mobile food vendors must comply with all requirements of 36-452. (3)(b)2. And 36-452(4), Temporary Uses. The hours of operation for mobile food vendors will be limited to 8:00 a.m. to 9:00 p.m. 4. Self-service storage facilities are not allowed except for storage facilities for tenants of multifamily buildings. 5. All activities and permitted uses except for the following shall be conducted entirely within a completely enclosed building. a. Sidewalk sales b. Outdoor eating and drinking facilities c. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the city clerk d. Street vendors licensed by the City of Springfield e. Farmers market f. Mobile food vendor
Intensity of Development	1. Maximum residential density permitted is 25 dwelling units per acre. 2. A total of 7,995 sq. ft. of existing space to be renovated to non-residential uses distributed among 4 existing buildings and shall be a maximum of 12,000 sq. ft. of total nonresidential use.
Maximum Structure Height	1. Structures that are located within 60 feet of the property/right-of-way line, fronting along Lone Pine Avenue shall have a maximum building height of 45 feet. 2. All other structures shall have a maximum building height of 60 feet and shall remain below a forty-five (45) degree bulk plane where the property adjoins an R-SF or R-TH District. 3. Building height: The vertical distance measured from the average ground level at the base of the structure's perimeter to the highest point of the roof's surface if a flat surface; to the deck line of mansard roofs; and to the mean height level between eaves and ridge for hip or gable roofs. In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, telecommunication towers, ornamental cupolas, domes, or spires, elevator bulk heads, penthouses, tanks, water towers, and parapet walls not exceeding four feet in height.
Minimum open space	Not less than 25 percent

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Maximum impervious area	Shall not exceed 75 percent of total lot area
BULK PLANE 45-degree from R-SF or R-TH districts 	BUFFERYARD AND LANDSCAPING A bufferyard Type C will be required along the west property line adjacent to R-SF zoning. 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the south portion of the property as appropriate for Medium-intensity retail, office or housing and the north portion of property as appropriate for low-density housing. The Medium-intensity retail, office or housing land use mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain road corridors. Since these land uses may have differing impacts on adjacent low-density housing and on traffic generation, the site planning guidelines of this plan and the regulations of the zoning ordinance must be observed during the site planning process. Consistent with the plan policy of generally increasing the compactness of urban development, housing may be combined in the same building or closely integrated on the same site with retail or office space.

The *Plan* identifies Medium Density Multi-Family Residential and General Retail districts as an appropriate zoning districts for the medium-intensity retail, office or housing land use category. The Planned Development has similar uses allowed in each of these districts.

The medium-intensity retail, office or housing land use category promotes a policy of generally increasing the compactness of urban development by combining housing in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.

The Major Thoroughfare Plan classifies Lone Pine Avenue as a Secondary Arterial roadway and Galloway Street (south of the subject property) is also classified as a Secondary Arterial roadway.

The subject property is within the *Southeast Springfield Development Study*, area which was accepted by City Council in 2002. The Study looked at a variety of development scenarios, public improvements and site constraints for a broad area bounded by Battlefield Road on the north, the Christian County line on the south, National Avenue on the west and Route J on the east. The *Study* recommended this property as appropriate for medium-intensity retail, office or housing and low-density housing. However, since that time both the properties north and south of the subject property have been rezoned. The north tract was rezoned in 2003 to PD 264 which permits medical and general offices and the tract to the south which is incorporated in the proposed PD was rezoned to General Retail in 2009.

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Galloway Redevelopment Policy Area Recommendations Vision Statement, accepted by City Council October 21, 2019 states that..."The Lone Pine corridor will be welcoming for living and commerce. It will emphasize use of human-scale design components typically embodied in a village environment. This includes high-quality development with distinctive architectural features that respect the area's historic context, sensitive to the surrounding developments, in harmony with nature, built into the topography, beautifully landscaped, colorful and offering many common areas for recreation and socializing. The corridor will continue to be a pedestrian-friendly environment where people can easily walk, bicycle, and drive. Private development will emphasize diverse small retail and service businesses, while employing best practices to protect the area's natural resources and amenities, particularly Galloway Creek, Sequiota Park, and the tree canopy".

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 4.2 acres of property generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-Family Residential, GR, General Retail and LB, Limited Business District to Planned Development No. 374. If approved, the applicant plans a mixed-use development with two new multi-family residential buildings and four existing buildings for continued commercial use as shown on their Exhibit 2 site plan.
2. The applicant is proposing a planned development district in response to concerns from the community during their rezoning request in 2018. The intent of the planned development (PD) district is to encourage more creative and imaginative design than generally is possible under conventional zoning regulations. The applicant/developer is proposing a unique mixed-use development that will include retaining 4 existing commercial structures.
3. In 2019, City Council adopted Resolution 10481 which accepted the Galloway Redevelopment Policy Area including recommendations for development along the South Lone Pine Avenue corridor between Battlefield and Republic Roads. These recommendations serve as the policy for development in the area and were used to review the Planned Development. Staff has reviewed the applicant's submittal along with the Galloway Recommendations and believe that all applicable recommendations have been addressed (Attachment 3).
4. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2).
5. The proposed Planned Development consists of 4 acres of property of which one acre is currently zoned GR and LB which would allow for all of the proposed uses. The proposed PD 374 will have the following notable requirements:
 - a. The proposed Planned Development will continue to have similar Use Limitation requirements on commercial outdoor activities and storage; however, it also has limitations on Mobile Food Vendors that are permitted in this district:
 - b. The proposed PD 374 is mixed-use, with restrictions on both residential and non-residential uses. The maximum residential density calculated by Multi-Family Location and Design Guidelines (Matrix) is 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre. Their current site plan shows approximately 100 units at 23 dwelling units per acre. The applicant is also proposing dwelling units within the existing commercial structure (Treadway's Building). A total of 7,995 sq. ft. of existing space to be renovated to non-residential uses is distributed among 4 existing buildings and shall be a maximum of 12,000 sq. ft. of total nonresidential use.
 - c. The bulk, area and height requirements in the proposed PD 374 will be more restrictive than a typical commercial or multi-family district. The applicant has placed a height restriction on new construction within 60 feet of Lone Pine Avenue. Structures that are located within 60 feet of the property/right-of-way line, fronting along Lone Pine Avenue shall have a maximum building height of 45 feet. All other structures shall have a maximum building height of 60 feet and shall remain below a forty-five (45) degree bulk plane where the property adjoins an R-SF or R-TH District (Exhibit 4).

- d. The open space and maximum impervious surface requirements are more restrictive in the proposed PD 374 in comparison to the existing GR and LB which require only 20% open space. It's less restrictive compared to the R-SF which has an open space requirement of 30%; however, a portion of the R-SF area is within the medium intensity retail, office and housing category of the Comprehensive Plan so it is expected to be developed more densely than R-SF standards (Exhibit 2).
 - e. The proposed PD 374 will require a Bufferyard Type C between the property to the west which is zoned R-SF. This is comparable to the bufferyard requirements in the Zoning Ordinance between the R-MD, Medium Density Multi-Family Residential District and the R-SF District. A 10-foot set back along the north property line shall be established to help preserve the existing tree canopy.
 - f. Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification. The existing shared access easement from Lone Pine Ave. at the southern property line shall be used for access to the development. Improvements to shared access from Lone Pine Ave. will be implemented as shown on Exhibit 2 – Preliminary Site Layout and in coordination of required public improvements described in Section N.
 - g. A final development plan shall only be approved if it is in substantial conformance with Exhibits 1, 2 and 4. The final development plan shall be submitted to the Planning and Development Department for the Administrative Review Committee review and final action.
6. The proposed PD has an exception to the Multi-Family Location and Design Guidelines regarding the 15% minimum useable recreational area that is required. The applicant is proposing more open space within the development in part because of the preservation of the stream buffer; however, in preserving the natural topography of the stream buffer area and minimizing the amount of grading and retaining walls in following the Galloway Recommendations, there is a reduction in usable open space down to 8%. Staff supports this reduction due to the preservation of the stream buffer area and believes the other amenities including the boardwalk that provide ample recreational area as intended by the guidelines (Exhibit 9). In addition, the development is across the street from Sequiota Park.
7. The proposed PD also includes public improvements to Lone Pine Avenue as identified by a traffic study that was conducted and approved by City staff. The improvements include a northbound left-turn lane along S. Lone Pine Avenue needed to access the development at its southern-most entrance, aligning with the Sequiota Park driveway entrance. The site will be required to dedicate five (5) feet of additional right-of-way. The Purple Shamrock building at 3527 S. Lone Pine Avenue encroaches into the proposed right-of-way and so the new right-of-way dedication will need to jog around the existing building or an agreement with Public Works will need to be provided prior to dedication of the new right-of-way. The developer is required to provide a crosswalk aligned to the northside of the Sequiota Park driveway and to the northside of the shared access drive south of 3535 S. Lone Pine Ave. (Treadway building). The developer shall be required to construct a sidewalk along the property fronting South Lone Pine Ave. In an effort to preserve existing trees and enhance the pedestrian experience; the required sidewalk shall be allowed to shift onto private property per the site plan (along 3503 S Lone Pine Ave.). A sidewalk easement will be negotiated between the city and developer.
8. Public improvements are planned along Galloway Street by the City between Lone Pine and Luster Avenue including the addition of sidewalks. Funding for the design and partial right-of-way acquisition of this project was approved by voters in 2016 as part of the ¼-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax. The project is currently in the design phase. The proposed design includes a wider three-lane roadway. There will be one lane in each direction with a center turn lane. This turn lane will improve safety by allowing vehicles to safely make left turns. The proposed design also includes a sidewalk on one side of the road and a multi-use path for bicyclists and pedestrians on the other. Intersection improvements are proposed at the intersection of Galloway and Lone Pine. These improvements will result in a roadway alignment that is shifted to the south. In addition, the vertical alignment will be improved which will help the rideability and sight distance. The widening will include a new center turn lane, traffic calming roundabout intersections at Luster Avenue and at Lone Pine Avenue, sidewalks on the south side of Galloway Street, multi-use path on the north side of Galloway Street, improved connection to Sequiota Park and Greenway Trail, upgraded stormwater infrastructure and improved drainage along Luster Avenue and an improved railroad crossing.

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9. The applicant is proposing restrictions to address the preservation and maintenance of the existing commercial buildings. The existing structures at 3521, 3527 and 3535 S. Lone Pine Avenue and as designated on site plan shall be preserved and appropriately rehabilitated following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements. Residential uses may be located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. Uses shall encourage public activity along Lone Pine Avenue. Structures shall not be demolished or removed without an Economic Hardship being proven as prescribed in Section 36-404. The Administrative Review Committee (ARC) shall be responsible for any approvals or interpretations of this subsection. If the existing structures, as described above, are designated on the *Springfield Historic Register* in the future, the Landmarks Board will have authority and ARC's authority as described above will be null and void.
10. The proposed Planned Development is consistent with the adjacent commercial zoning and has residential that will support the mixed-use development. The *Growth Management and Land Use Plan* element promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The property to the south is zoned GR, General Retail. The property to the north is zoned Planned Development 264 which allows medical offices and finance, insurance and real estate offices in addition to the existing photographic studio and office. The property to the west is zoned R-SF, Residential Single-family and is currently used as a Church and stormwater detention area for the adjacent residential subdivision.
11. The City Council adopted a Blight Study and Redevelopment Plan in 2014 for this area. Projects consistent with the Galloway Area Redevelopment Plan may apply for real property tax abatement for new improvements (100% on the new improvements for 10 years). The Galloway Redevelopment Area extends from approximately Lacuna Street to Republic Street. There are similar mixed-use developments further south along Lone Pine Avenue that have been recently completed or are being constructed now.
12. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

Due to the Mayor's Proclamation of Civil Emergency (COVID-19), the applicant held a virtual neighborhood meeting on May 13, 2020 from 4-6:30 p.m. A summary of the meeting and questions/comments from the meeting are attached (Attachment 4).

PUBLIC NOTIFICATIONS:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet: Mailed: 5 Returned: 0

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DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with development plan or rezoning, however proposed storm culverts may be in conflict with 12" water main on East side of Lone Pine. Relocation or Lowering may be required.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Not enough spot elevations or wall detail south of building 1 to evaluate the wall adjacent to the sanitary sewer. It does not appear as though the wall would encroach into the sewer easement. If there is a footing associated with this wall, we would prefer it remains outside the sewer easement.

FIRE DEPARTMENT COMMENTS:

Pending approval of fire apparatus turn around on south side with all property buildings fire sprinklered OR a second Fire access entrance per 2018 IFC Appendix D.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Lone Pine as a Secondary Arterial roadway. The standard right-of-way width for S. Lone Pine is 35-feet from the centerline. It appears additional right-of-way is needed along S. Lone Pine Avenue. S. Lone Pine Avenue is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. Lone Pine Avenue is 6,785 vehicles per day. On-street parking is not allowed along this portion of S. Lone Pine Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Lone Pine Avenue. The two driveway approaches shown in the Preliminary Development Plan will be allowed.

SIDEWALK

There is not existing sidewalk along the property frontage of S. Lone Pine Avenue. Sidewalk is required to be constructed along the property frontage as shown on the Preliminary Development Plan.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Galloway Creek Greenway Trail is located just east of this development across S. Lone Pine Avenue. There are no bus stops along S. Lone Pine Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area. A crosswalk aligned to the northside of the Sequiota Park driveway and the northside of the shared access drive south of 3535 S. Lone Pine Ave. (Treadway's Building) is proposed as shown on the Preliminary Development Plan.

IMPROVEMENTS

At a minimum, Lone Pine Avenue is required to be widened to accommodate a northbound left-turn lane into the southernmost entrance to the development. Northbound left-turn lane is to be a minimum of 150 feet, plus taper. Taper should extend no further than the railroad right-of-way, **OR** a Traffic Impact Study (TIS) must be submitted according to Public Works Design Standards - Chapter 9. Any improvements required as a part of the TIS must be constructed and approved,

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or funds escrowed, prior to issuance of a building permit. Public Works has plans to make improvements to the intersections of Galloway and Lone Pine. Public improvement plans should be coordinated with the planned Public Works improvements.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Lone Pine Avenue	Secondary Arterial	No	30	35
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		14	26	284	N/A
*Proposed Trips Generated		124	141	1196	N/A
Additional Trips Generated		110	115	912	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Galloway Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. Water quality will be required if disturbing more than one acre. The property is located in a stream buffer area. The stream buffer width for this area is 30 ft on each side as measured from the top of bank, as shown on the stream buffer map (<http://maps.springfieldmo.gov/mapgallery/>). The widths are an estimation for planning purposes only. The actual width will be based on a survey and plan by the applicant. A stream buffer easement will be required prior to construction.

Stormwater has no issues with re-zoning but has the following requirements at the time of development:

1. This site has a natural stream that requires a 30-foot stream buffer on each side per Chapter 8 of the Stormwater Design Criteria Manual. This must be shown in a stream buffer easement. Any proposed encroachment and mitigation for the stream buffer will require a no feasible alternatives analysis and stream buffer plan that is subject to review and approval in accordance with Chapter 8. Once the stream buffer is approved, a stream buffer easement form must be submitted for recording using the form at <https://www.springfieldmo.gov/2120/Resources>.
2. The proposed drawing shows some construction within the stream, a pedestrian bridge and parking lot. Use the stream mitigation measures shown in our manual such as buffer width averaging to account for this.
3. Downstream improvements in lieu of constructing detention on site. The downstream improvements would be to construct a culvert under Lone Pine.
4. Since this project will be disturbing more than one acre, water quality is required and must be built, inspected, and approved prior to release of the building permit. If this is not possible, submit a temporary stormwater plan with your plan submittal.
5. As-builts will be required. The as-builts must be submitted and approved prior to release of the certificate of occupancy.

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6. An operation & maintenance plan and agreement are required for water quality and must be submitted in the Reports folder for review prior to signatures. Please see the instructions and templates at <https://www.springfieldmo.gov/2120/Resources>.
7. Low impact development site planning and design approaches should be used where feasible per Chapter 10, including minimizing disturbance of steep slopes, preserving trees, working with natural drainage patterns, and a treatment train approach of open conveyance and small distributed stormwater control measures.
8. Need to show the existing and proposed amount of impervious surfacing. For any increase in impervious surfacing, current detention and water quality requirements must be met. Structures and impervious surface onsite and currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.
9. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10, and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
10. If disturbing 1 acre or greater, water quality will also have to be provided.
11. Drainage easements must be provided for this conveyance.
12. A land disturbance permit will be required if disturbing 1 acre or greater.
13. Please keep in mind that more detailed stormwater calculations must be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Galloway Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	NA

REQUIREMENTS:

ATTACHMENT 2

MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT PLANNED DEVELOPMENT 374

The applicant is requesting approval of multi-family apartments on 4.2 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 12 points which includes opportunity and constraint points and a density bonus for a mixed-use development, thus permitting a residential density of 27 dwelling units/acre. The applicant is currently proposing (13) micro efficiency, (26) studio, (37) 1-bedroom, (24) 2-bedroom & (8) 3-bedroom units for a total of 100 units which equates to approximately 23 dwelling units per acre. As mentioned, the applicant has shown that they meet one of the density bonus increases with proposal for a mixed use development. This would add an additional 3 du/ac to the overall development. Staff has factored these bonus densities along with the opportunities and constraints for this site with our recommendation to support the request for 27 du/ac. Below is an analysis of the five categories used to calculate the Matrix score.

A. Land Use Accessibility (1/3 points)

One point was given for land use accessibility. There is neighborhood retail mixture and recreational parks/greenways uses within a ¼ mile.

B. Connectivity Analysis (1/5 points)

One out of a maximum of five points were given for connectivity.

C. Road Network Evaluation (1/2 points)

One point was given for the road network evaluation.

D. Design Guidelines (6/6 points)

A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 15 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted with building permits conforming to these requirements.
2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan.
3. Building Orientation and Interior Landscaping – All building orientations will address public streets to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted with building permits conforming to these requirements.
4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and PD language.
5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.

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6. Useable Recreational Area/Facility – A minimum of 15% usable open space is required. An exception in the Planned Development to the minimum 15% recreational space established by the Revised Multi-Family Design Guidelines shall be given to minimize the amount of grading that would be required to achieve the minimum recreational space maintaining the intent of the Galloway Neighborhood guidelines of minimizing retaining walls and grading.
7. Amenities – The development will have a swimming pool, exercise room and resident clubhouse as shown on the site plan. The mobile food vendor use is not a formal amenity but provides convenient food services for residents.
8. Preservation of Trees –All existing trees of 6” caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance with at least 7 trees per acre.

Density Bonus

A density bonus is allowed if a development has met the minimum matrix points for a specified density, at least half the design guidelines are met, and will not exceed 40 dwelling units per acre (du/ac). The total additional bonus dwelling units are as follows:

1. Mixed Use Developments: Mixed Use developments that contain an equal amount or greater total square footage of residential to non-residential are allowed an increase of 3 dwelling units per acre.

Staff has determined that one density bonus category is met by the proposed development. This would add an additional 3 du/ac to the overall development. These density bonuses will factor into the opportunities and constraints and overall staff recommendation, though.

Opportunities and Constraints

1. How much higher density exists or is planned/approved for area?

Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the area is planned for higher densities or higher densities exist. A portion of the site is currently zoned GR, General Retail and LB, Limited Business which allow for higher density mixed use residential development. Majority of this site has been designated as appropriate for Medium Intensity Retail, Office and Housing.

2. Does the proposal support redevelopment/revitalization goals?

Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is located within a redevelopment or revitalization area. This area is located within the Galloway Area Redevelopment Plan which was adopted in 2014 and within the Southeast Development Study Area as Medium Intensity Retail, Office or Housing adopted in 2002.

3. Are there physical or other natural barriers within ½ mile of the site?

Staff may consider recommendation of a higher density than that determined by the matrix calculation when the site is within a ½ mile of physical or other natural barriers. The railroad to the east of this site and extreme slope of the terrain creates physical or natural barriers in developing higher density residential uses within this area.

DENSITY: The assessment criteria resulted in a total of a maximum residential density of 27 dwelling units per acre. The applicant is requesting a total residential density of up to 25 dwelling units per acre.

Development Review Staff Report



ATTACHMENT 3 GALLOWAY RECOMMENDATIONS PLANNED DEVELOPMENT 374

The Galloway Area Recommendations, passed October 21, 2019, provides staff recommendations that apply to developers, city staff, and residents when pursuing future developments within the specified area. This checklist refers to the recommendations that apply specifically to the applicant/developer for a project. This is to be used only as a reference for those recommendations. The original Galloway Recommendations document must still be reviewed as this is only a supplemental visual to what is outlined in that document. This checklist also references The Galloway Community Improvement District, which was approved by City Council on August 12, 2019.

Staff has reviewed the applicant's attached exhibits (1-12) for compliance to the Galloway Recommendations as outlined below.

A. Public Safety (1/1)

1 out of 1 recommendation was addressed. Recommendation #1 is not applicable to the proposed development since it is not adjacent to Galloway Trail.

- 1) Clearly delineate parking areas along the street edge from the street surface.
- 2) Install physical barrier or fencing between trail and roadway where feasible.

B. Environmental Protection (3/3)

3 out of 3 recommendations were addressed.

- 1) Water quality protection and stormwater management for new developments. Innovative techniques are welcomed and encouraged. (Examples include: Maximizing open space, green roofs, rain water collection systems, rain gardens, and berms.)
- 2) Establish stream buffer easements for all new developments.
- 3) Protect the tree canopy through preservation of healthy trees and installing high quality landscaping where possible.

C. Image Enhancement (5/5)

5 out of 5 recommendations were addressed. Recommendations #1 & 2 were not applicable to the proposed development since it is not adjacent to Galloway Trail.

- 1) Plant trees along the Galloway Trail.
- 2) Develop pocket parks along the Galloway Trail.
- 3) Preserve village feel through:
 - a. Mixed-use of small businesses
 - b. Reuse of existing structures
 - c. Complimentary architectural styles
- 4) Promote a high-quality streetscape experience that is supported by the Galloway CID and Multi-Family Development Guidelines; Examples include:
 - a. Planters and window boxes
 - b. Brightly colored doors or building accents
 - c. Attractive landscaping and plantings
 - d. Public art
 - e. Fountains
 - f. Dog watering stations
 - g. Outdoor seating
 - h. Street trees
 - i. Decorative lighting
- 5) Mixed-Use development
- 6) Use Conditional Overlay Districts; Examples include:
 - a. Limit uses (e.g. storage units, gas stations, drive-thru businesses, car washes, cell towers, etc.
 - b. Limit signage types (e.g. size, illumination, placement, number, prohibition of

Development Review Staff Report



digital)

- c. Restrict glazing ratios to no more than 40% of exterior surface
- d. Limit building height through bulk plan regulations (exceptions to this are discouraged)
- e. Require parking lots be located behind buildings where feasible
- f. Require tree canopy preservation
- g. Limit excessive grading or rock blasting
- h. Restrictions on retaining walls (limit height and require minimum distance between tiers)

- 7) Increase landscaping requirements. Encourage canopy trees and high-quality plantings in landscaping.

D. General Recommendations (2/2)

2 out of 2 recommendations were addressed.

- 1) Proactively communicate with area stakeholders and the City.
- 2) Emphasize the history of the area/site through artwork, signage, place-naming, and historic designations and preservation.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: LB, GR & RSF to Planned Development
(existing zoning) (proposed zoning)
2. Meeting Date & Time: May 13, 2020 from 4:00 pm until 6:30 pm
3. Meeting Location: due to COVID-19 a virtual meeting was held via GoToMeeting
4. Number of invitations that were sent: 24 (see attached list)
5. How the mailing list was generated: city prepared 185' and 500' lists
6. Number of neighbors in attendance (attach a sign-in sheet): 82
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

The meeting information was also posted on the Galloway Neighborhood Facebook page.

See attached list.

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

See attached list.

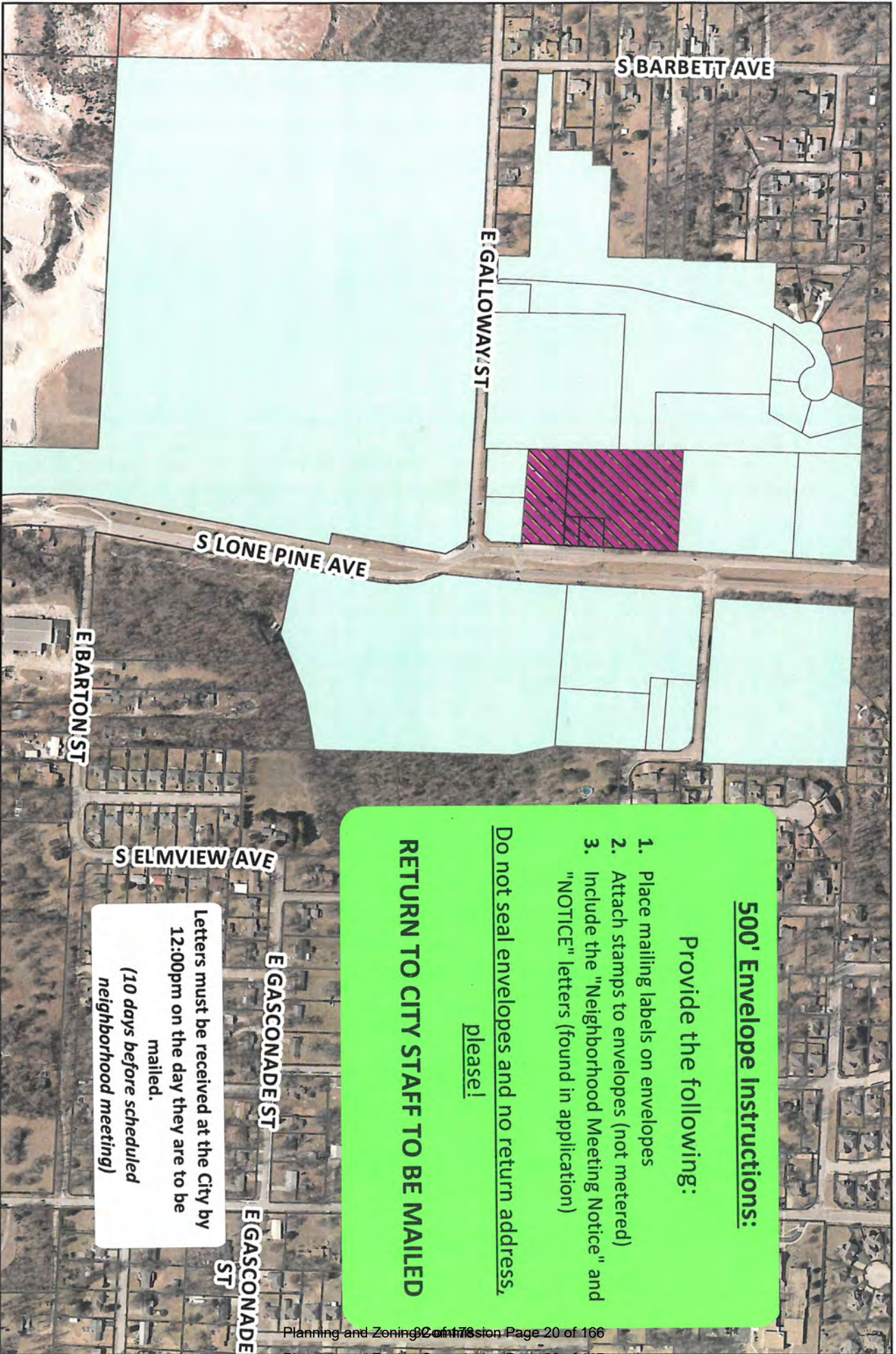
I, Jane Earnhart (print name), attest that the neighborhood meeting was held on 05/13/2020 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."


Signature of person completing affidavit

Jane Earnhart
Printed name of person completing affidavit



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



500'

500' Envelope Instructions:

Provide the following:

1. Place mailing labels on envelopes
2. Attach stamps to envelopes (not metered)
3. Include the "Neighborhood Meeting Notice" and "NOTICE" letters (found in application)

Do not seal envelopes and no return address, please!

RETURN TO CITY STAFF TO BE MAILED

Letters must be received at the City by
12:00pm on the day they are to be
mailed.
(10 days before scheduled
neighborhood meeting)

CURRENT RESIDENT/BUSINESS OWNER
3500 S LONE PINE AVE
SPRINGFIELD, MO 65804

HUSCHER, BART A
3417 S LONE PINE AVE
SPRINGFIELD, MO 65804

ALL SAINTS ANGLICAN CHURCH
PO BOX 10892
SPRINGFIELD, MO 65808

O'CONNELL, THOMAS P JR
3467 S EUCLID AVE
SPRINGFIELD, MO 65804

KIRKUP, MARCIE
4236 S WINDERMERE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3539 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3500 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3418 S ALL SAINTS LN
SPRINGFIELD, MO 65804

MOORE, LANA
2717 E GALLOWAY ST
SPRINGFIELD, MO 65804

ALL SAINTS ANGLICAN CHURCH
2751 E GALLOWAY ST
SPRINGFIELD, MO 65804

ASH GROVE CEMENT CO
PO BOX 25900
OVERLAND PARK, KS 66225

SGF-GREENE COUNTY PARK BOARD
1923 N WELLER AVE
SPRINGFIELD, MO 65803

LAMB, CARRIE
2902 E LACUNA ST
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
2811 E GALLOWAY ST
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3402 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3800 S LONE PINE AVE
SPRINGFIELD, MO 65804

HAYMES, JEFFREY
236 CLEARSPRING RD
SPARTA, MO 65753

NN LAND DEV LLC
2340 E COTTAGE BLVD
OZARK, MO 65721

WISE, PERRY
173 REDWOOD RD
LOUDON, NH 3307

JOHNSON, BETSY
3728 S ELMVIEW AVE
SPRINGFIELD, MO 65804

HUSCHER, WENDY
3417 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3407 S LONE PINE AVE
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3410 S ALL SAINTS LN
SPRINGFIELD, MO 65804

CURRENT RESIDENT/BUSINESS OWNER
3475 S EUCLID AVE
SPRINGFIELD, MO 65804

This is a listing of all those that registered on line for the virtual meeting. The column on the left indicates whether or not they signed in during the duration of the meeting.

Attendee Report: Lone Pine Planned Development Neighborhood Meeting

Report Generated:

05/14/2020 01:38 PM PDT

Webinar ID	Actual Start Date/Time	Duration	# Registered	# Attended
836-421-923	05/13/2020 03:48 PM CDT	2 hours 45 minutes	115	82

Attendee Details

Attended	Last Name	First Name	Email Address
Yes	Ayres	Zeb	zayres87@gmail.com
Yes	Bach	Melanie	mcclamlaw01@gmail.com
Yes	Bennett	Cathy	clbennett55@hotmail.com
Yes	Bennett	Mark	mbennett0556@sbcglobal.net
Yes	Berkwitz	Stephen	sberkwitz@gmail.com
Yes	Boles	Ron	julienron64@mchsi.com
Yes	Bottoms	Carrie	carrieb2u@yahoo.com
Yes	Bray	Justin	justin_bray09@hotmail.com
Yes	Brittain	Julie	Jewels532555@yahoo.com
Yes	Brown	Stephanie	stephaniebrown50@gmail.com
Yes	Bryant	Laurel	laurelrlbryant@gmail.com
Yes	Bustamante	Cristina	cbustamante22@gmail.com
Yes	Caldwell	Kay	kay.caldwell@att.net
Yes	Camp	Mary	mcampb01@yahoo.com
Yes	Carpenter	Teresa	tgcarpenter4@gmail.com
Yes	Chambers	Paden	pchambers@nformarc.com
Yes	Christensen	Anna	minkona@gmail.com
Yes	Cinkosky	Zach	zcinkosky@gmail.com
Yes	Cohen	Deborah	angelchild57@hotmail.com
Yes	Cook	Chad	chad.cook@pro16properties.com
Yes	Cross	Becky	beckyc6202@att.net

Yes	Diamond	Deanna	deannadiamond206@gmail.com
Yes	Diamond	Jevne	jevnediamond@gmail.com
Yes	Earnhart	Jane	jearnhart@olsson.com
Yes	Friesen	Sarah	Sarah.b.friesen@gmail.com
Yes	Garling	Becky	mombec@mchsi.com
Yes	Grigsby	Clayton	clayton.j.grigsby@gmail.com
Yes	Grigsby	Amanda	aggrigs@hotmail.com
Yes	Hackeson	Debby	ginko@newsguy.com
Yes	Haik	Rob	rob@hdesigngroup.com
Yes	Hardison	Kathryn	khardison@sbj.net
Yes	Harris	Christine	ChristineL1949@msn.com
Yes	Huscher	Wendy	aboutfacesphoto@hotmail.com
Yes	Imhoff	Mary Ann	maimhoff@gmail.com
Yes	Jenkins	Douglas	jenkinsd@evangel.edu
Yes	Jenkins	Mitch	mitch@elevation-development.com
Yes	Jenkins	Bonnie	jenkinsb@evangel.edu
Yes	Johnson	Duane	dj.spfmo@yahoo.com
Yes	Jones	Ciree	cireejones@gmail.com
Yes	Kirkup	Marcie	kirkups@att.net
Yes	Kise	Barry	bkise316@gmail.com
Yes	Landolt	Sharon	greglandolt@yahoo.com
Yes	Lawson	Deborah	gallowayplace@outlook.com
Yes	Lear	Andrew	alear@springfieldmo.gov
Yes	Little	Becky	beckylittle6@aol.com
Yes	Marquart	Shawn	kmarquart4@gmail.com
Yes	McCarthy	Jim	lcsrefs@aol.com
Yes	McVay	Jackie	jackie.mcvay@yahoo.com
Yes	Messer	Jake	jtmesser@gus.pittstate.edu
Yes	Miller	Jenna	jenna@tlcproperties.com
Yes	Munoz	Mindy	wisegurl@hotmail.com
Yes	O'Connell	Tom	tompoconnell@gmail.com
Yes	Park	Miles	mpark@springfieldmo.gov
Yes	Patterson	Jane	jsp91@sbcglobal.net

Yes		Phillips	Ryan	ryan@hdesigngroup.com
Yes		Pittman	Larry	pittman_larry@att.net
Yes		Reese	Sandy	sandyreese@me.com
Yes		Retana	Phil	phil.retana@hotmail.com
Yes		Russell	Jordan	jtrussell@pillar-insurance.com
Yes		Saeger	Jade	jadesaeger@gmail.com
Yes		Shaw	Sonja	sonjashaw@gmail.com
Yes		Shelley	Jennifer	jnnfrshelley@yahoo.com
Yes		Sickmyre	Clif	clifsickmyre@yahoo.com
Yes		Simpson	Matt	msimpson585@gmail.com
Yes		Sisco	Jack	jesisco@mchsi.com
Yes		Stainback	Judy	jstainba@mchsi.com
Yes		Stine	Carl	CBSTINE@YMAIL.COM
Yes		Thummel	Jacque	jsisco.thummel@gmail.com
Yes		Treadway	Ronald	treadrp@aol.com
Yes		Treece	Brenda	treece.brenda@yahoo.com
Yes		Trout	Sara	scoleman134@gmail.com
Yes		VanBenthussen	Carol	hashearts@aol.com
Yes		Vandeberg	Marcy	marcyvandeberg@yahoo.com
Yes		Vaughn	Theda	giggles126211@yahoo.com
Yes		Venable	Stuart	stu_v59@yahoo.com
Yes		Williams	Ricky	r.williams6023@sbcglobal.net
Yes		Wise	Janelle	jela8f@hotmail.com
Yes		Wise	Tanya	twise40@mchsi.com
Yes		Wroolie	Tess	tswroolie@gmail.com
Yes		Yarham	Kim	tksyarham@suddenlink.net
Yes		dvorscaia	zinaida	toplinesiding@gmail.com
Yes		hernandez	helen	nennyira44@yahoo.com
No	The names with "No" (to the left) registered, but did not sign into the virtual meeting.	ADAMSON	Lauren	green.lauren1@icloud.com
No		Aust	Dayna	dayna.aust@att.net
No		Badgett	Amanda	aem23520@hotmail.com
No		Barstead	Jeff	jkb3220@gmail.com
No		Bryant	Julie	jberg55@yahoo.com
No		Bryant	Christopher	cbryantappraiser@gmail.com
No		Elijah	Rich	raelijah@gmail.com
No		Ensminger	Michael	mensminger15@gmail.com
No		Fisk	Candace	CandaceFisk@MissouriState.edu
No		Gentle	Julia	thegentlefamily@yahoo.com
No		Harrison	Gregory	surfndogs@sbcglobal.net
No		Hubbell	Trish	trishhubbell@outlook.com
No		Hunton	Layne	laynehunton@gmail.com
No		Johnson	Betsy	betsy92slp@yahoo.com
No		Lohmuller	Jennifer	Jloh2005@gmail.com
No		Loos	Cynthia	4cloos@gmail.com
No		Marshall	Sam	sam1228.sm@gmail.com
No		Massoth	Jessica	jessismsu@yahoo.com
No		Olson	Terri	btolson2946@sbcglobal.net

No	Patterson	Elizabeth	eannpatterson97@gmail.com
No	Randolph	Nicole	nicolerandolph83@gmail.com
No	Riddle-Nunn	Molly	molly@mostlyserious.io
No	Schuhart	Alicia	aliciaschuhart@yahoo.com
No	Short	John	jshort@sbcglobal.net
No	Skidmore	Sue	earthpax@gmail.com
No	Staffer	Alma	sasaki33@att.net
No	Thompson	Scott	setgas@gmail.com
No	Trout	Timothy	trout8783@yahoo.com
No	Vaughn	Theda	tjvaughn9@gmail.com
No	Voyles Williams	Cathy	ozarkflower@mail.com
No	Whittington	David	dawhittington@gmail.com
No	Womack	Cathy	cathy@eoark.com
No	Woolsey	Chris	cow@cwoolsey.com

Lone Pine Neighborhood Meeting
May 13, 2020 4:00-6:30 p.m.
Virtual format utilizing GoToMeeting due to COVID-19

Verbal Questions: (with responses in blue)

Can you make the new buildings have a “village” feel?

As we get into detailed design and selection of exterior materials, colors we will make every effort to compliment the community character.

What adjustments will be made for the roundabout?

We are coordinating with the City so the two projects will tie into one another.

How much impervious surface is on the site?

The proposed plan has approximately 64% of the site as impervious (roof and pavement). Additional design solutions to minimize the impervious area will be considered during design development.

Have you considered stair-stepping the building near the street so the height is more gradual?

There is a stair step from the fourth floor to the third floor along Lone Pine. We'll give consideration to other stair-stepping during detailed design.

People drive fast coming from the north. Will there be a flashing light or anything at the crosswalk?

We will coordinate with the city regarding the tabled crosswalk.

Can you keep people from parking along the shoulder of Lone Pine?

The northern portion of right-of-way has a steep shoulder, and people don't typically park there. Once the existing buildings are renovated the new streetscape won't include any room to park.

What is the phasing of construction of new buildings and the renovation of existing buildings?

The new construction and development of the site will be first to ensure adequate facilities & parking for the new construction as well as existing buildings.

The number of the various types of housing units? (studio, 1-bedroom, 2-bedroom, 3-bedroom)

The current design includes (4) micro efficiency, (82) 1-bedroom, (12) 2-bedroom, (2) 1-bedroom penthouse, (4) 2-bedroom penthouse, & (12) 3-bedroom units. These numbers are conceptual and are subject to change as the design develops.

The square footage of the various types of housing units?

They will be comparable to the other apartments in the Galloway area.

Will the units be sold or rented?

They will be rented.

What are the proposed rental rates?

They will be market rates.

Why can't the existing buildings be renovated first?

The new construction and site must be developed first to provide the necessary facilities, parking and utilities that are required for the existing buildings to be useable.

Explain the southern access to the site. Will the city allow it to be narrow and steep?

In order to preserve the existing buildings, the city has allowed for the existing conditions of the access to be grandfathered. Improvements will be made to the access where it will not be a detriment to the existing buildings.

How do we know the existing buildings won't be demolished later?

The Planned Development (PD) language includes retaining the buildings. To remove them would require an amendment to the PD which includes going back through this public process.

Will there be blasting if rock is excavated?

We don't believe the city will allow blasting.

Has there been a geotechnical investigation? If not, when?

No. That will occur after the rezoning.

Where does the street widening begin and end?

It begins on the south side of the Treadway building and extends about 150' south.

Does the stream act as retention?

No. Jane provided a simplistic explanation of detention, retention and water quality.

Are the apartments too close to the park?

There isn't a distance requirement within the city code limiting the distance of new construction to public parks.

Will you use tax abatement money? How does that work?

Yes. Mitch explained that the tax abatement will keep the property taxes at the current value for 10 years then they will be adjusted to the new value assessed on the property.

Is there State or Federal money for the public improvements?

No. The required improvements are at the cost of the developer.

Can you influence the city to improve our local streets since they will have more traffic [to the school, etc.]?

We can mention your concern.

Have you coordinated with the School District about the increase in students from this development?

No, that's beyond the limits of our work.

Emailed Questions following neighborhood virtual meeting:

I enjoyed the meeting very much. It was well done and very informative. I do hope you were serious about the architecture for the two large apartment buildings not being the final design. I know none of us want another brown hulk such as the one that sits on the hill above Quarry Town. That apartment complex is not in keeping with the atmosphere of the valley. So, we are in hopes your buildings will be more in keeping with the village feel. Thank you for your time,
Sandy Reese

Thank you for your input, Sandy! I'll share this with the design team. We did have conversations yesterday about ways to make the new buildings less imposing. Have a great day, Jane Earnhart

Q&A Report: Lone Pine Planned Development Neighborhood Meeting

Report Generated:

05/14/2020 05:07 AM PDT

Webinar ID	Actual Start Date/Time	Duration	# Registered	# Attended	Questions Asked (#)
836-421-923	05/13/2020 03:48 PM CDT	2 hours 45 minutes	115	82	86

Q&A

Last Name	First Name	Email Address	Question # (Per Person)	Question Asked Date/Time	Question Asked
Bach	Melanie	mcclamlaw01@gmail.com	1	04:53:37 PM CDT	Please point out both accesses on the site plan.
Bach	Melanie	mcclamlaw01@gmail.com	2	05:00:15 PM CDT	Can you make all participants questions visible?
Bach	Melanie	mcclamlaw01@gmail.com	3	05:26:34 PM CDT	How are emergency vehicles supposed to exit the "grandfathered" steep hill?
Bach	Melanie	mcclamlaw01@gmail.com	4	05:30:34 PM CDT	Are the local schools prepared to handle the additional influx of students this development will bring?
Bach	Melanie	mcclamlaw01@gmail.com	5	05:45:29 PM CDT	What are the square footage of the apartment s?
Bach	Melanie	mcclamlaw01@gmail.com	6	05:46:55 PM CDT	400 square foot micro units? Can you please be specific about the square footage? Not bedrooms or type.
Bach	Melanie	mcclamlaw01@gmail.com	7	05:49:46 PM CDT	What about the 1 bedroom? Square footage?
Bach	Melanie	mcclamlaw01@gmail.com	8	05:50:08 PM CDT	That is the majority of the units.
Bach	Melanie	mcclamlaw01@gmail.com	9	06:00:08 PM CDT	Can you explain how the bulk plane applies to the north building? It seems very close to the road..
					1. What is the height of the tallest building?
Bennett	Mark	mbennett0556@sbcglobal.net	1	04:51:35 PM CDT	2. What percentage of the total development site is hard surface?
Bennett	Mark	mbennett0556@sbcglobal.net	2	05:27:37 PM CDT	What is the height of the tallest building in feet?
Bennett	Mark	mbennett0556@sbcglobal.net	3	05:39:16 PM CDT	What is the price range expected for the various sized apartments?
					Maybe a question that has already been asked but has any study been done on how this will effect traffic flow on Lone Pine and Galloway? Also have you had any geographical survey as to what the underground has ? Possibly caves and underground water ways?
Boles	Ron	julienron64@mchsi.com	1	04:58:23 PM CDT	
Boles	Ron	julienron64@mchsi.com	2	06:06:09 PM CDT	By the pictures, I really don't see the village feel
Boles	Ron	julienron64@mchsi.com	3	06:10:37 PM CDT	Not the existing buildings but the proposed apartments
					What is the footage between your first apartment buildings and the historical land site of Sequiota park and does that follow the city recommendations?
Boles	Ron	julienron64@mchsi.com	4	06:14:39 PM CDT	I didn't say existing buildings but your proposed new buildings
Boles	Ron	julienron64@mchsi.com	5	06:17:29 PM CDT	
Boles	Ron	julienron64@mchsi.com	6	06:18:14 PM CDT	Across from lone pine
Brittain	Julie	Jewels532555@yahoo.com	1	04:37:32 PM CDT	How many parking spaces will be available for the 116 apartments and all of this retail?

Brittain	Julie	Jewels532555@yahoo.com	2	04:39:04 PM CDT	I counted 132 for the apartments, and 31 for the commercial use.
Brittain	Julie	Jewels532555@yahoo.com	3	04:41:08 PM CDT	Let me rephrase the parking question. How many spaces are allowed for each apartment? And for each retail space? Hi Mitch, Amanda, and Galloway! Can you describe the different shading of the trees. The smaller circles being smaller trees for the front of development, are the larger circles more canopy trees? And the lighter shading in the center green space existing trees?
Bryant	Laurel	laurelrbryant@gmail.com	1	05:46:14 PM CDT	I'm sorry if I am asking a redundant question. Will you planning to restore the historic structures so that later (If possible) a historic district or designation could be achievable?
Bryant	Laurel	laurelrbryant@gmail.com	2	06:01:14 PM CDT	Is it a total of 116 apartments total, or 116 units per building?
Bustamante	Cristina	cbustamante22@gmail.com	1	04:44:57 PM CDT	Just making sure I got it right.
Christensen	Anna	minkona@gmail.com	1	05:46:03 PM CDT	Will the minimum parking requirements be enough to prevent tenants from parking at Sequiota?
Cinkosky	Zach	zcinkosky@gmail.com	1	04:38:47 PM CDT	Do you know approximate fill rate of other lone pine business locations and apartments? How many of each are included in this proposal?
Cook	Chad	chad.cook@pro16properties.com	1	05:37:07 PM CDT	I appreciate Mr. Jenkins and his team keep the existing buildings. It clearly shows you've been listening to the neighborhood and are committed to our input.
Cross	Becky	beckyc6202@att.net	1	04:39:25 PM CDT	what adjustments will be made for the round about.
Diamond	Jevne	jevnediamond@gmail.com	1	04:39:17 PM CDT	What are the business capacities compared to what you have planned for parking for those businesses?
Friesen	Sarah	Sarah.b.friesen@gmail.com	1	04:59:37 PM CDT	Are there any units being offered as affordable housing that would enable lower income households to have access to this area of Springfield and school?
Friesen	Sarah	Sarah.b.friesen@gmail.com	2	05:25:11 PM CDT	Why does there have to be a certain density, can you explain that requirement? Is it possible for it to be two stories, aside from the fact that going up to four allows for more units which generate more income? What is in those buildings aside from housing? Thank you!
Friesen	Sarah	Sarah.b.friesen@gmail.com	3	05:47:12 PM CDT	I'm sorry, I think my question was erased. Can you explain the density requirement that means it must be 4 stories rather than 2? Is there a requirement for that, or is it desired to increase income, but not required for density?
Grigsby	Clayton	clayton.j.grigsby@gmail.com	1	05:03:47 PM CDT	Thanks Elevation Team for implementing the historical value of our neighborhood. I think it's a reason more people in the neighborhood is on board. Is there a guarantee that the historical buildings will always be safe or is there a chance a phase II at some point that will see the buildings removed?
Grigsby	Clayton	clayton.j.grigsby@gmail.com	2	05:43:59 PM CDT	Great job Mitch and Elevation Team! Thanks for your hard work!
Huscher	Wendy	aboutfacesphoto@hotmail.com	1	04:58:47 PM CDT	Can you go over the entrance and exits again
Huscher	Wendy	aboutfacesphoto@hotmail.com	2	05:02:33 PM CDT	Will blasting be required to make the underground parking garage
Huscher	Wendy	aboutfacesphoto@hotmail.com	3	05:47:40 PM CDT	Can you explain the stream buffer

Huscher	Wendy	aboutfacesphoto@hotmail.com	4	05:48:51 PM CDT	Can you show the diagram that shows the existing trees that are in gray below the plans...to show how many will be removed ?
Huscher	Wendy	aboutfacesphoto@hotmail.com	5	05:50:39 PM CDT	Can you give people more time to unmute please ..several have been passed
Huscher	Wendy	aboutfacesphoto@hotmail.com	6	06:04:57 PM CDT	I'm sorry but i don't see a Village feel at all as I look at this rendering.
Huscher	Wendy	aboutfacesphoto@hotmail.com	7	06:17:43 PM CDT	This is Melanie, my phone is dropping off. Will you put in the PD that the historical building will never be demolished?
Johnson	Duane	dj.spfmo@yahoo.com	1	04:46:58 PM CDT	Why are we proposing 4story when neighborhood has been opposed
Johnson	Duane	dj.spfmo@yahoo.com	2	05:58:59 PM CDT	I understand why you want 4 story but as it is out of character there will be no support
Kirkup	Marcie	kirkups@att.net	1	03:57:18 PM CDT	can we do a sound check for those who are already on?
Kirkup	Marcie	kirkups@att.net	2	04:38:26 PM CDT	Maybe announce that we'll get started in 3 minutes?
Kirkup	Marcie	kirkups@att.net	3	04:46:35 PM CDT	Has there been a study of the impact of water runoff for the park?
Kirkup	Marcie	kirkups@att.net	4	05:24:15 PM CDT	Do you know if the city is planning to re-do the entrance to the park to accomodate the new center turn lane?
Kirkup	Marcie	kirkups@att.net	5	05:30:30 PM CDT	is there a barrier separating the sidewalk from the street on the southern end of the development in front of purple shamrock and treadways?
Marquart	Shawn	kmarquart4@gmail.com	1	04:47:13 PM CDT	Has there been any collaboration with the school district to understand the impact of another high density development on Field/Pershing/Glendale?
O'Connell	Tom	tompoconnell@gmail.com	1	04:13:52 PM CDT	What is so attractive about Galloway for your development?
O'Connell	Tom	tompoconnell@gmail.com	2	04:27:09 PM CDT	I have no audio. "Test sound" plays fine for me
O'Connell	Tom	tompoconnell@gmail.com	3	04:29:16 PM CDT	yes, figured it out, thanks
O'Connell	Tom	tompoconnell@gmail.com	4	04:38:28 PM CDT	so will Lone Pine be widened 10ft in front of treadway's? how will it be widened 10ft and have trees added?
O'Connell	Tom	tompoconnell@gmail.com	5	04:51:20 PM CDT	Do you know of another development this tall on a 2-lane street like Lone Pine
O'Connell	Tom	tompoconnell@gmail.com	6	05:29:52 PM CDT	will there be additional retail sq ft will be added in the new buildings?
Patterson	Jane	jsp91@sbcglobal.net	1	04:39:30 PM CDT	will there be any apartments for sale or only for rent
Patterson	Jane	jsp91@sbcglobal.net	2	05:08:24 PM CDT	How many apartment units?
Patterson	Jane	jsp91@sbcglobal.net	3	05:27:35 PM CDT	Is this development anticipating a tax abatement from the city?
Patterson	Jane	jsp91@sbcglobal.net	4	05:32:44 PM CDT	Are you required to keep the existing buildings? I would hate to see this approved and then have you come back and say the property renovation is too costly, not feasible, etc.
Patterson	Jane	jsp91@sbcglobal.net	5	05:36:42 PM CDT	Can you explain the tax abatement? In dollars?
					What is the setback from the street? It seems very close to the street based on the location of the bike shop.

Patterson	Jane	jsp91@sbcglobal.net	6	05:41:40 PM CDT	What improvements, such as to Lone Pine, etc., will the city be required to pay for as a result of this development. Do you have any idea what those costs would be?
Patterson	Jane	jsp91@sbcglobal.net	7	05:49:55 PM CDT	Are any of these going to be furnished? Will you be allowing people to rent for short term rental relent?
Patterson	Jane	jsp91@sbcglobal.net	8	06:00:47 PM CDT	I am bothered by the appearance and proximity to the street as well. Have you considered stair-stepping the building at the street so the height is more gradual?
Patterson	Jane	jsp91@sbcglobal.net	9	06:07:34 PM CDT	Did you address my question about short term rentals? I am sorry...I had a call and missed a couple of minutes.
Patterson	Jane	jsp91@sbcglobal.net	10	06:16:05 PM CDT	Can you put the overall development drawing up again?
Patterson	Jane	jsp91@sbcglobal.net	11	06:18:06 PM CDT	Thanks! Can you show the other elevation again...from across the street?
Patterson	Jane	jsp91@sbcglobal.net	12	06:20:56 PM CDT	Yes, thank you.
Reese	Sandy	sandyreese@me.com	1	04:45:11 PM CDT	The two main buildings still look pretty big box - modern even given the wood and stone. Not sure I think this is a village look
Reese	Sandy	sandyreese@me.com	2	05:13:09 PM CDT	Thank you
Saeger	Jade	jadesaeger@gmail.com	1	04:39:35 PM CDT	Most households have 2 cars. With 240 more cars in the neighborhood and in front of the park. With there be a flashing light or anything on the crosswalk?
Saeger	Jade	jadesaeger@gmail.com	2	04:41:32 PM CDT	Will the water connectivity increase the water bill and fees of existing bills?
Saeger	Jade	jadesaeger@gmail.com	3	05:04:28 PM CDT	I do live here.
Shelley	Jennifer	jnnfrshelley@yahoo.com	1	04:56:10 PM CDT	where would the turn lane be located on Lone Pine?
Sickmyre	Clif	clifsickmyre@yahoo.com	1	04:32:51 PM CDT	no sound?
Sickmyre	Clif	clifsickmyre@yahoo.com	2	04:36:31 PM CDT	where is audio??
Stainback	Judy	jstainba@mchsi.com	1	04:31:15 PM CDT	image didn't change!
Stainback	Judy	jstainba@mchsi.com	2	04:32:28 PM CDT	Is that the color scheme you plan to use?
Stainback	Judy	jstainba@mchsi.com	3	04:39:13 PM CDT	are these one or two or three bedroom units?
Stainback	Judy	jstainba@mchsi.com	4	04:42:56 PM CDT	have you tested the south end of the development for the amount of blasting needed?
Stainback	Judy	jstainba@mchsi.com	5	05:26:48 PM CDT	Have you considered using impervious materials for all that parking/patio space?
Stainback	Judy	jstainba@mchsi.com	6	05:35:36 PM CDT	what are your intentions for future updates with the Neighborhood?
Stainback	Judy	jstainba@mchsi.com	7	05:41:10 PM CDT	will there be other meetings like this as you get more specifics decided?
Treece	Brenda	treece.brenda@yahoo.com	1	04:39:25 PM CDT	Are there any plans to improve the egress to the south onto Galloway Street?
Treece	Brenda	treece.brenda@yahoo.com	2	04:53:25 PM CDT	How will you prevent people from using it?
Wise	Janelle	jela8f@hotmail.com	1	04:39:21 PM CDT	How will the new roundabout affect the plans for your project?

Attachment 5
COMMENT CARD

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	May 14, 2020	Telephone No.	417-823-9433
YOUR NAME:	Stephen C. Berkwitz		
YOUR ADDRESS:	2468 E. Raynell Street.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I have serious concerns about the rezoning request and the multifamily project proposal for S. Lone Pine across from Sequiota Park. While I appreciate some of the efforts made by the developer to preserve the historic buildings and to move the parking lots back from the street, the size and scale of this project is too grandiose and does not fit the residential and natural area of the location. Sequoiata Park is one of Springfield's most unique and attractive areas. Its popularity was what originally motivated the development further south. By allowing large apartment buildings to spread northwards, we risk destroying the beauty and charm of the park area. People built and bought homes around this area, believing it was primarily a residential area with natural beauty and a relaxed pace of life. This rezoning request threatens everything that we in the neighborhood love about Sequiota Park and Galloway Village. A more modest rezoning request that would not put such big apartment buildings in this lot would be more appropriate and would gain greater support from those of us who live in this neighborhood. Thank you for your consideration of my concerns. Sincerely, Steve Berkwitz		

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City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	May 13, 2020	Telephone No.	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please leave this property zoned as is. After seeing the pictures they used to give us an idea of what it would look like, it is clear that this developer has no desire to maintain the village feel of Galloway. This design belongs in the middle of the city, not in our quiet corner and certainly not across from Sequiota Park! This plan looks nothing like what they were telling us they could do when they were trying to change our minds about re-zoning.		

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Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov.

DATE:	5-26-20	Telephone No.:	417-830-3749
YOUR NAME:	Deborah Lawson		
YOUR ADDRESS:	3331 S. Lonepine + 3323 S. Lonepine		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	It is a shame that the City would allow another apartment complex to go up in this small community. Lonepine is already in poor shape for the growing traffic from the other apartments. On top of that		

is the continued traffic from people using it as a shortcut through town. The Galloway Rd. improvement has not even been started yet. This is too many apartments!

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City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	6/03/2020	Telephone No.:	417-693-6394
YOUR NAME:	Vivian Short		
YOUR ADDRESS:	3612 S. Elmview, Spfd, 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		

COMMENTS: The environmental impact that this development will create is unthinkable. Sequoia Park, the lake, Galloway Creek, and local wildlife will suffer from yet more pollution & habitat destruction. Flood control has been an issue since before the current development further south on Lone Pine - this will only worsen.

The Galloway area cannot grow and never will be able to safely handle increased traffic. Much of the history, presence and value of Galloway has already been forever destroyed. The citizens are rapidly losing confidence in our elected leaders.

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City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	6/10/20	Telephone No.	417 390 1416
YOUR NAME:	ED & MARY DELFIN		
YOUR ADDRESS:	2037 E CHERRYVALE ST, (65804)		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	RESPONDING LATE ; HOPE I'VE NOT MISSED ANY MEETINGS OR FURTHER DEVELOPMENTS. I'D LIKE TO RECEIVE ANY PERTINENT INFO. WIFE & I ARE STRONGLY AGAINST THE PLANS FOR THE APARTMENT BUILDING AT THE SELECTED AREA THANK YOU, Ed Delfin		

DATE:	May 25, 2020	Telephone	417 8407587
YOUR NAME:	Joyce Tolliver		
YOUR ADDRESS:	3231 E Manitowish		65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	PLEASE consider NOT developing the land across from Sequito park. I have a Memorial bench there honoring my parents and I certainly would appreciate the tranquility of the park to remain "as is"! Thank you. Joyce Tolliver		

nt e Office -

ville

MO 65802 417 8407587

ned DEVELOPMENT

COMMENT CARD

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840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5/21/20	Telephone No.	417-988-1298
YOUR NAME:	SARA TROUT		
YOUR ADDRESS:	3625 S OAK AVE		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65801 - 417-864-1611
Administration for Parks, Recreation & Planned Development
Development Review Office

I have lived in the Sequiota area for 10+ years. There is something special about this area. My family has enjoyed this area because of the mature trees, trails, and Sequiota Park. Activities in the area have been almost a daily occurrence for us. I think we all agree that this area is very unique to the Springfield area. But I feel the over development of tall buildings would do this city an injustice. We as a community have an opportunity to make something great. I believe this area should contribute to why people love it. The development should support nature, families, the schools, bicyclist, runners, musicians, artists, ect. ... I feel we should use this spaces as an opportunity to expand the use of outdoor recreation. →

Springfield is a city where the land is designed for physical activity. Adding more Large apartment buildings in a small residential area is going to cause major traffic/safety issue for people trying to enjoy this area. I am also concerned that Large apartment building are going to over crowd our schools. I am disgusted that a builder can come into a residential area and build large apartment (make major profit) and not pay taxes to our schools or parks for years while simultaneously challenging their very existence.

To all those who have a vote in the end, I, please, encourage you to take a short drive from Battlefield Road down Lone Pine to the entrance of our beloved Galloway area and feel why it is so special to us. All of the beautiful trees have stood long before us & can not be replaced. All the wildlife that make this area their home needs to be protected. The creeks and water ways that need to be kept clean. Apartment buildings can be built anywhere but nature can not be rebuilt.

Thank you
Your concerned Neighbor

SARA TRAUT

3625 S. Oak Ave

Springfield, MO 65804

417-988-1298

scoteman134@gmail.com

Community over Corporate
profit

COMMENT CARD

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City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:		Telephone No.	
YOUR NAME:	SANDRA REESE		
YOUR ADDRESS:	2740 E. REPUBLIC Rd, Springfield, Mo 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	① The current design of the (2) Apartment buildings is the "big box" STERILE appearance. We were told they would be "in keeping with the village look". Another mistake like Quarry town is too garish to repeat. ② Storm water drainage is being directed across Lone Pine to the park. Doesn't this lead to more flooding?? ③ Traffic flow will be a NIGHTMARE - more congested in an already over-taxed area.		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417-864-1611
Application for Zoning Map Amendment & Planned Development
Fees are non-refundable.

Sandy Reese
2740 E Republic Road
Springfield, Missouri 65804-4603
417 860-0930
sandyreese@me.com

From: lyndi@bbsalesco.com
To: Zoning@springfieldmo.gov
Cc: gallowayvillage@gmail.com
Subject: 3503, 3521, 3527, 3535 S Lone Pine Ave Comment Cards
Date: Friday, May 29, 2020 11:34:52 AM
Importance: High

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Please see attached two comment cards for the P&Z Meeting on June 4th for the proposed development of 3503, 3521, 3527, 3535 S Lone Pine Avenue.

Cheers,
Lyndi Miller-Tiggemann
B&B Sales Company
209 East Pine
Strafford, MO 65757
417.736.3100

From: [Linda & Darrel](#)
To: Zoning@springfieldmo.gov
Subject: Galloway concerns
Date: Monday, May 18, 2020 3:07:24 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Date - 5/18/20 Telephone - 417-890-7334
Name - Darrel Barnes and Linda Taylor
Address - 3422 South Valley View Ave, 65804
Project Address - 3503, 3521, 3527, 3535 So. Lone Pine Avenue

Comment:

We are against rezoning and any additional apartments in the Galloway area. We live in Mission Hills - just to the west off of Galloway Street. There has been a significant increase in traffic with the current apartment increase and Galloway is not sufficient for even more. The area changes to the roads have not occurred yet, so it doesn't make any sense that new apartments would be put in prior to that restructuring which is significant. Lone Pine is a narrow road with significant traffic disruption as people enter the park and the recycle center. New apartments will increase the car traffic and increase safety concerns, especially with walking traffic at the park. Please consider the traffic concerns of the entire area - not just the Galloway area. Thank you.

COMMENT CARD

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	May 13, 2020	Telephone No.	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please leave this property zoned as is. After seeing the pictures they used to give us an idea of what it would look like, it is clear that this developer has no desire to maintain the village feel of Galloway. This design belongs in the middle of the city, not in our quiet corner and certainly not across from Sequiota Park! This plan looks nothing like what they were telling us they could do when they were trying to change our minds about re-zoning.		

From: [JR Raphael](#)
To: Zoning@springfieldmo.gov
Subject: Comments re: Galloway rezoning/development
Date: Sunday, May 24, 2020 1:12:06 PM

Hello,

I am writing to express our comments regarding the proposed Galloway rezoning and development at 3503, 3521, 3527, and 3535 S. Lone Pine Avenue. We and every neighbor in our area with whom we have spoken over the months are vehemently opposed to this development, as we expressed via petition the last time it was brought forward.

The Galloway area, particularly right across from Sequiota Park, is a quaint and nature-centric area of Springfield where children play, adults walk and bike, and everyone enjoys the relative peace and serenity. Having a large apartment complex would bring excessive added activity, noise, and traffic into the area and completely ruin its quiet, nature feel. There are plenty of places in Springfield for commercial development and residential construction. Please don't allow a greedy developer to ruin one of the few remaining areas like this in the city. Our families and future generations will thank you for preserving what's left of the quiet, nature-centric community.

Thank you,

Jason and Shellie Raphael
3243 Shady Glen St., Springfield, MO 65804
417-501-6555

COMMENT CARD

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	May 25, 2020
TELEPHONE:	417.882.6981
YOUR NAME:	Catherine Carr
YOUR ADDRESS:	3838 S. Crystal Place, Springfield, MO 65807
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	PLEASE do not approve this project! Please do not allow the village of Galloway to be decimated any further than it already has been! Springfield, sadly, has systematically given no consideration to preservation. Their mantra seems to be, "If it's old, tear it down" to put money into the pockets of investors. My husband and I enjoy visiting St. Louis. WHY? Because they have preserved neighborhoods and architecture. NOT Springfield. I am not a resident of the Galloway area, but have wonderful memories of how it used to be. As a child, I was enchanted by the stories my mother, born 1919, told me about riding the train from Aurora, MO for Sunday afternoon picnics in the park. I shopped the quaint shops that used to be there. There are SO many other areas to build apartments. Please don't continue to ruin Galloway just so someone can become fat from the profits. Keep what is left of Galloway as the treasure it is.

From: jand@thetravelgroup.net
To: Zoning@springfieldmo.gov
Subject: Galloway Village Re-zoning
Date: Wednesday, May 27, 2020 4:49:46 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I would like to submit my opposition to the proposed development in Galloway Village. There is enough development there at the present time and to further develop the area would be detrimental to the greenspace and natural beauty of the area.

Jan Davis

COMMENT CARD

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Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	6/9/2020
	Telephone No. 417-766-2718
YOUR NAME:	Deborah Meek
YOUR ADDRESS:	2922 E Lark St, Springfield, MO 65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	I strongly object to any additional zoning changes to this area. It has already outgrown the road system. The prior zoning changes on Lone Pine to build apartments and businesses improved the road, but did not allow for more traffic by widening the road. At Republic Rd and Luster, there is presently a stop sign where you must wait for the main traffic. Galloway Rd is narrow, hilly, and has manholes in the middle of the road. Lone Pine has some low areas that makes it prone to flooding. During heavy rainfall, I must use Ingram Mill Rd to leave the neighborhood. It is also a hilly, narrow road. We have beautiful walking/biking trails in the area so that during good weather, the traffic is heavy as is the park and sidewalks. Before you approve this change in zoning, make sure each member of the Planning and Zoning Commission drives through this area to see the potential problems. Growth is inevitable, but we bought our single-family residences in good faith expecting the zoning laws to protect our property values.

Date: May 26, 2020

Name: Sue Skidmore

Address: 3209 East Lark Street, Springfield, Missouri, 65804

Project Address: 3503, 3521, 3527, 3535 S. Lone Pine Avenue

Comments:

Problems and Concerns that need to be addressed -- opposed to rezoning

The proposed development by the Elevation Development Co. would severely impact the Galloway community, the Sequiota Park, the land, the traffic, the beauty, the peace, the safety and the quality of life here.

The apartment buildings are not in keeping with the style or size of a small quaint town atmosphere. The proposed development is disrespectful of the residents of Galloway who have worked so hard to make reasonable and considerate recommendations with the city. Why should Galloway be hijacked as a result of a developer who knew the residents were opposed to development and that we were working to preserve the essence of quaint historic Galloway but the developer went ahead and bought the property and then expects everyone to bow down so the developer can make a profit at the expense of everyone including the harm to Galloway and Sequiota Park.

The proposed development is outlandish and would irreparably mar the beauty, quiet, peace and quaint historic character of Galloway which is captured so well in the historic beauty of Sequiota Park and the historic buildings across the street from Sequiota Park. The quality of life would be adversely affected for those who live in Galloway area and including those who hike, bike and walk the trails and use the park. The proposed buildings are imposing structures in the Galloway Valley landscape. The Galloway Village is just that a village and NOT a big city landscape. That means that Galloway Village is a small quaint town surrounded with nature --trees and trails and park. The proposed development would flatten the landscape and place imposing ugly buildings surrounding the historic small town quaint structures turning it into a massive plot of cement. This development would additionally increase the traffic flow in the area to make it a big city style street and pose more problems associated with safety when crossing the street to and fro the park. The park is already at maximum capacity many days the parking lot is nearly full.

We must do a population study to determine the effects of the density associated with the development. And we must do an environmental impact study to determine the environmental effects of the run off pollution, the drilling, the tree removal and all aspects associated with the impacts of building huge structures across the street from Sequiota Park. Therefore, I am opposed to rezoning of the land across from Sequiota Park.

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DATE:	May 13, 2020	Telephone No.	417-839-6389
YOUR NAME:	Brenda Treece		
YOUR ADDRESS:	2623 E Inman Street, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Looking at the plan. They are planning to add at least 200 cars to the corner of Lone Pine and Galloway Street. I asked if they were planning to improve the egress to the south onto Galloway Street. That is already a dangerous spot. I was told that is not part of their property so they are not concerned about it. They can't stop people from using it. It will be a straight shot for people leaving the apartments to get to Galloway.		

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DATE:	5-20-2020	Telephone No.	417-830-2580
YOUR NAME:	JOHN F. EICHELBERGER		
YOUR ADDRESS:	2646 E. CRAWFORD ST. SPRINGFIELD, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	MAIN CONCERNS: 1. SAFETY - THE HILL AT BARBET & GALLAWAY IS A BLIND INTERSECTION 2. TRAFFIC - EVEN WITH A ROUNDABOUT THERE WILL BE A BACKUP ON GALLAWAY RD. DURING RUSH HOUR, AND PEOPLE WILL TAKE CHANCES TO GET ONTO LONE PINE		

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DATE:	May 19, 2020	Telephone No.	417 883-9878
YOUR NAME:	Mark A Paul		
YOUR ADDRESS:	2661 E Cragmont St, Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I don't think they should more Apartments on Lone Pine the area can't support more traffic so I don't want the Apartment Built.		

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DATE:	May 19, 2020	Telephone No.	417-849-3887
YOUR NAME:	Kathy Walsh		
YOUR ADDRESS:	2703 E. Cragmont		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I have lived in this area for 33 years. In the past 3 or 4 years traffic has increased on Lone Pine and Galloway Streets, Along with Speeding. These streets are not designed to handle this traffic. With additional Appts. comes more traffic. 4 or 5 story Apartment Buildings are a blight on this Area they stick out like a sore thumb - like the Quarry Town Apartment Complex - Why would the City want to Destroy the look and feel of Galloway?		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

Application for Zoning Map Amendment & Planned Developments

*Fees are non-refundable

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5-29-20	Telephone No.	417 888-5262
YOUR NAME:	Phillip & Norma Palmer		
YOUR ADDRESS:	2631 E. Crispmont, Springfield, Mo 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	would our streets, schools, and sewer system be able to handle such an instant increase in use?		

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DATE:	05-19-2020	Telephone No.	(417) 881-5262
YOUR NAME:	Ramona Palmer		
YOUR ADDRESS:	2631 E Cragmont St Springfield, MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	The traffic on galloway st. is terrible already. I worry this will put an extra burden on our local schools, and put a strain on the sewage system in this area. Plus the extra run off into Sequiota park.		

Ramona G. Palmer

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

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DATE:	5-26-20	Telephone No.	417-877-8465
YOUR NAME:	Kay Wanshan		
YOUR ADDRESS:	3161 S. Lone Pine Avenue		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5-26-20	Telephone No.	573-228-2172
YOUR NAME:	Amy Aubuchon		
YOUR ADDRESS:	3111 S. Lockland Dr Spf MO 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5-26-2020	Telephone No.	417 889-5896
YOUR NAME:	Jill Pentecoff		
YOUR ADDRESS:	3141 S. Lochlomond		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

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Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5/26/20	Telephone No.	417-883-7082
YOUR NAME:	Gladys Jennings		
YOUR ADDRESS:	3200 Lombard		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:			

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DATE:	05-30-20	Telephone No.	417-849-1724
YOUR NAME:	Margaret + Rudy Peterson		
YOUR ADDRESS:	3741 S. Montel Ave		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	We are speaking out against any further development along Lone Pine in the Galloway district. Additional development will jeopardize one of the more beautiful areas of our city. Sequoia Park should remain as it is without the build up apartment complexes and additional people taking away from the beauty of this park area. Over development may add to or cause pollution of the pond and groundwater in this area. We do not want our precious green spaces damaged.		

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840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5/30/20	Telephone No.	785-817-2387
YOUR NAME:	Kathryn Scott		
YOUR ADDRESS:	3221 E. Gosconade		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Please do not ruin our "little piece of Heaven", by putting up apartments that no one wants, & will only congest & trash the area now & in the future. Traffic, trash & speeding are terrible now with apartments down the street! I have just lived in Springfield for 11 yrs., but many people in this neighborhood have been here many years and love it and do not want the apartments, the wild life to go away (which they will), uncaring people & trees cut down! Please, Please Springfield show that you care about your people, beauty, history & wild life & not just money, money, & more money!!		

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Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	6/2/2020	Telephone No.	417 693 7899
YOUR NAME:	JILL KNIGHT		
YOUR ADDRESS:	3240 E GASCONADE 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I OPPOSE THE DEVELOPMENT OF THIS AREA, PARTICULARLY W/ THE PLANS IN MIND. GALLOWAY & SEQUOIA PARK ARE RICH IN HISTORY, BEAUTY, & ECOSYSTEMS. THIS AREA IS A CREDIT & JEWEL OF THE TOWN & SHOULD BE PROTECTED & CAREFULLY DEVELOPED W/ RESTORATION TOP PRIORITY. I FEEL THE CITY WOULD GREATLY REGRET THE LOSS OF THIS AREA. FUNDS WOULD BE BETTER SPENT ON MORE "EYESORE" AREAS TO INCREASE THE OVERALL APPEAL OF OUR CITY.		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

Application for Zoning Map Amendment & Planned Developments

*Fees are non-refundable

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5-28-20	Telephone No.	417-830-8489
YOUR NAME:	Sandy Seitz		
YOUR ADDRESS:	3525 S. Linden Ave		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I will be surprised if this ^{is} read! I'm very disappointed in our City and our Council with it's so called zoning. There has been enough apartments built on Lone Pine already. You are destroying history, wild life and a very small but beautiful park.		

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5/28/20	Telephone No.	(417) 830-8489
YOUR NAME:	Michael P. Coradi Sr		
YOUR ADDRESS:	3525 S. Linden Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	I have a tendency to compare an object to another object and in doing so I would like you to consider a wagon being pulled by a horse (1) then there becomes the desire to have more wagons and we want to bring them along; eventually G over		

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	May 19, 2020	Telephone No.	417-848-9372
YOUR NAME:	Donald W McNeill		
YOUR ADDRESS:	2645 E Cragmont St.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	There are too many apartments all ready built in Galloway. The traffic in the area is really scary and not good. I take my life on the line turning on to Galloway Rd - from Barrbett. Don't even think about riding a bike or walking on Galloway Rd. The many dump trucks alone could easily kill you.		

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	May 26 th	Telephone No.	860-7571
YOUR NAME:	Mary Johnson		
YOUR ADDRESS:	3055 S. Lechmond		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Hope to see Salloway remain the same as it is now. We've enjoyed it & hope for <u>no</u> changes.		

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5-26-2020	Telephone No.	417-848-7558
YOUR NAME:	SHAWN HURD		
YOUR ADDRESS:	3169 S. Litchford Dr		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	PLEASE DON'T RUIN OUR PARKS		

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5/26/20	Telephone No.	417 880-9518
YOUR NAME:	Jacquie Schriener		
YOUR ADDRESS:	3101 Lochlorn Rd Spfld 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	traffic can not increase any more; water drainage is also at its limit		

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	MAY 27 2020	Telephone No.	417 8869832
YOUR NAME:	SHIRLEY TEMPLETON		
YOUR ADDRESS:	3063 S. LOCHMOND DR. SPFO. 65804		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	SEQUIOTA PARK IS ONE OF, IF NOT THE MOST, UNIQUE AREAS WITHIN OUR CITY. ADDING MULTI UNIT APARTMENTS TO THE AREA WILL DIMINISH THE NATURAL BEAUTY AND WILDLIFE WE ENJOY.		

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Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	07/13/2020	Telephone No.	417-425-6410
YOUR NAME:	Wendy Kuscher		
YOUR ADDRESS:	3417 S. Lone Pine Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	See attached		

Comment Card for Wendy Hucker 3417 S. Lone Pine.

There are many reasons that we oppose the rezoning of this property to this type of Planned Development. Below is a list of some of our reasons.

- 1) Safety/Traffic. Lone Pine is a unique road that will not be easily expanded to handle more traffic. It is a 2 lane curvy road that has an abundant amount of cars, bikes and gravel/dump trucks trying to maneuver through the valley. There are very few sidewalks in the area and the walking trail that crosses over and runs parallel in a very close proximity to Lone Pine.

Pulling out of our driveway has become a challenge in the past few years...I can't imagine what it would be like with 100-200 people living next door.

This proposed development is directly across the street from Sequiota Park which is one of the busiest parks in the Springfield area. By adding two hundred more vehicles coming and going at this location daily creates a very unsafe intersection for people going to the park.

One of the access roads that this development is proposing to use is already very unsafe but they have said that is "grandfathered" in. An unsafe situation should not be "grandfathered" in a development should fix problems, not create more.

- 2) Flooding/Water Run Off. This property is known to flood, it has a stream that runs through it. The same stream runs through the back side of our property. I am very concerned that the required stream buffer is not being recognized and by removing so many trees and green space will increase the water run off to the park. The park and areas "downstream" already flood. This development should be required to have a water detention basin to retain the water rather than move it across the street.

In a development down the street, they have signs that say "Warning This Area Floods Up to 3 FT In Extreme Weather Conditions". New development should not be allowed in areas with flooding problems.

- 3) Schools. I would imagine that being across from the park would attract people with children and these children would be going to Field Elementary.....and this school is already full which would create over crowding for existing residents kids.
- 4) Density. Galloway has always been known for its unique character....nature, wild life and greenspace...are words that come to mind when describing Galloway. It has always had a very quaint village feel....this is what people love about Galloway. If you pile more and more apartments into this area, the very thing that people are drawn to about Galloway will be gone....and this is not something that you can get back.

From: [gene wampler](#)
To: Zoning@springfieldmo.gov
Subject: apartment across from Sequoita park
Date: Monday, July 13, 2020 2:51:28 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

1] The road will not handle the traffic 2]It's an eyesore to my property. I live at 3409 S All Saints Ln 3] Water retention.

From: [Mark Bennett](#)
To: Zoning@springfieldmo.gov
Subject: Lone Pine Zoning Hearing
Date: Tuesday, July 14, 2020 2:58:08 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Commission:

I live one block west and two blocks north of the property in this proposal. I have attended the video conference held with the neighborhood a few weeks ago as well as the meetings last year with city staff for the larger redevelopment of the Sequiota/Lone Pine area.

I have several concerns:

1. The height of the apartment buildings is completely ill-suited for this area and does not fit the park setting. The renderings show apartment buildings more appropriate to downtown Springfield. This was an issue discussed in much detail during our community meetings with area homeowners and P & Z staff. P & Z staff at the meetings said buildings would not exceed two stories. The "village " concept of Galloway will be destroyed by buildings this large.
2. The amount of traffic will overwhelm Lone Pine and Galloway Road, ever after the reconstruction/redevelopment of those roads (I have seen the drawings for the changes to those roads).
3. The water runoff from the hard surface in this proposal will overwhelm the creek which barely handles its current load.

Sent from my iPhone

[+ Join Group](#)[... More](#)[Join this group to post and comment.](#)**Wendy Baker Huscher**

7 hrs

I've spent some time today reviewing the documents regarding the Planned Development proposal that goes to P&Z on Thursday requesting to rezone the 4.2 acres to the south of me. I found this photo of the plan....this would be the view from the park....what do you all think of it?



40

35 Comments 3 Shares

Planning and Zoning Commission Page 76 of 166

**Robin McDermott** Too much footprint burden on the environment

Like · 7h



11

DESCRIPTION

This group was originally platform for discussi... See

GROUP TYPE

General

LOCATION

Springfield, M

RECENT GROUP PHOTOS**Sponsored**

COMMENT CARD

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7/14/2020 Telephone No. (417) 861-5711
YOUR NAME:	PHILLIP RETANA
YOUR ADDRESS:	2902 E LACUNA ST SPRINGFIELD, MO 65804
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue
COMMENTS:	The height and overall scale of this proposed development does not meet the intent of the blight redevelopment plan or the Galloway recommendations for development in keeping with the scale of immediately surrounding buildings and the village character. Also, I believe the number of apartment density is too high. With Sequiota Park directly across the street and parking already being an issue, the added traffic would also be a potential hazard for those walking/biking to and from the park. Local residents have already noticed an increase in car break-ins, and crime is becoming a concern, too. I advise the scale of the project be limited in size, especially in terms of its height. It does not conform to the charm and feel of the Galloway Village Neighborhood and will deteriorate the overall quality of life for the residents of the neighborhood that seek something unique and special. Preservation of the historic buildings is a positive and appreciated element of the proposal.

13 July 2020

RE: Planned Development 374

To whom it may concern:

I am writing to you in support of Planned Development 374 that is proposed in the Galloway area across from Sequiota Park. My wife and I own 2 properties in Galloway and I have been active in the real estate business for almost 25 years as a broker salesperson and an investor.

I have known Mitch Jenkins for several years through the real estate brokerage side of the business initially and later through our mutual appreciation of the Galloway area in looking for opportunities in the area. I've come to know him to be reputable and caring and genuinely interested in the people and area of Galloway. I believe that is evidenced by his actions and his amended plan. Mitch listened to what the neighbors and city suggested and has implemented these suggestions into his design.

Just a few examples of the developers willingness to compromise and in response to changes requested by the neighborhood and city are as follows-

1. The original plan called for a blank slate and the demolition of all of the buildings and foliage on site. This new plan includes keeping four of the existing structures and the preservation of the larger more mature trees on the property.
2. The original plan called for the construction of a 4 story building. The amended plan has been scaled down along Lone Pine to two stories.
3. Planned Development 374 has several improvements that were not specifically requested and are not required by code/zoning such as significantly more green space than required and also voluntarily reducing the residential density of the project lower than what the city would require.

I am a firm believer that actions speak louder than words. Mitch has acted. This is a responsible developer and this is a responsible development and every effort has been taken to make this a win for both the developer and the neighborhood. As a neighbor and property owner, I believe this is good for the neighborhood and everyone's property value.


Sincerely,
Rhett Smillie

Summary of Revisions Made to PD 374 Since Neighborhood Meeting

07/10/2020

To better address the concerns of the neighborhood and community, we have worked over the past six weeks with Planning Staff and The City's Director of Quality of Place to revise the design and Planned Development proposal. We are excited to present these to the neighborhood and city staff at the Planning and Zoning hearing Thursday.

Many of the comments and feedback we received from the neighborhood and community expressed concerns for the density, scale and aesthetic impact the new residential buildings would have on Lone Pine Avenue and the Galloway neighborhood. With these concerns in mind, we have re-designed the new residential buildings to reduce the scale to 2 stories along Lone Pine with additional landscaping and lighting as well as a redesigned architectural style characterized by gabled roofs and materials conducive to the Galloway neighborhood. To enforce the scale desired along Lone Pine, a height restriction has been added to limit the building height to a maximum of 45' within 60 feet of the property line fronting Lone Pine. These revisions have also brought a reduction in the density - from the 116 units (28 dwelling units per acre) proposed in May - to 100 units, with a maximum of 25 dwelling units per acre allowed.

The plan proposed in May also included a commitment within the Planned Development language to keep and reuse four existing buildings along Lone Pine. The neighborhood had expressed concerns that the existing buildings would be partially demolished, neglected or lose their characteristic architectural features treasured by the neighborhood. Understanding these concerns, we have revised the PD language to include the Secretary of the Interior's Standards for Rehabilitation and minimum maintenance requirements for existing buildings, requiring any exterior additions and/or renovations to the exterior of these buildings be submitted to the Administrative Review Committee (ARC) for review and approval prior to a permit being issued.

The neighborhood has expressed a continual desire ever since our first meeting with members of the neighborhood association in 2019 about the importance of the aesthetic and pedestrian experience along Lone Pine and views from the park. Wanting to emphasize the importance of this and ensure that we continue working to create an environment that will be an asset to the neighborhood for years to come, we have added several elements to enhance the streetscape and aesthetic from Lone Pine and the park. We have worked with Public Works and Planning Staff to include elements such as the added landscaping along the new residential building facing Lone Pine, additional lighting for pedestrians, vegetative parking lot screening, street furniture, and an additional landscaping buffer between the sidewalk and Lone Pine to be added as requirements of the planned development.

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7/14/20	Telephone No.	883-0478
YOUR NAME:	Jack & Sue Sisco		
YOUR ADDRESS:	3635 S. Oak Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	Two years ago neighbors from our community gathered at Sequiota Park to listen to Mitchell Jenkins present his vision for future Apartments across the street from the park. The response was immediate and hasn't changed. <u>NO MORE APARTMENTS!!!</u> Is there anyone that hears us?		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

Application for Zoning Map Amendment & Planned Developments

*Fees are non-refundable

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7/14/2020	Telephone No.	417-459-0729
YOUR NAME:	Jaqueline Thumma		
YOUR ADDRESS:	2907 E. Clark Ave.		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	It's no secret that Galloway is dealing with crumbling and out of date infrastructure. To acknowledge the problem you must also acknowledge the risk and high potential for failure. To ensure the safety of all residents and visitors a thorough evaluation of all infrastructure should be the highest priority before any new or additional construction begins.		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	July 13, 2020	Telephone No.	840 2007
YOUR NAME:	Tim and Kim Yarham		
YOUR ADDRESS:	212 W. Oak Nixa Mo		
PROJECT ADDRESS:	3503, 3521, 3527, 3535 S. Lone Pine Avenue		
COMMENTS:	The rapid over development of primarily multi family residents has overwhelmed our neighborhood and affected the livability of the community that we all love.		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

Application for Zoning Map Amendment & Planned Developments

*Fees are non-refundable

From: [Deb Lumos](#)
To: Zoning@springfieldmo.gov
Subject: Galloway Apartment complex on Lone Pine
Date: Tuesday, July 14, 2020 8:53:51 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Good evening,

I hope I haven't missed the deadline for expressing my opinion of the proposed apartment complex to go in across the street from Sequoia Park. As someone who lives in the Galloway area, my hope is that this project doesn't get built. This area is known for its nature, wildlife, single family residences, and park. The traffic is already worse due to the current apartment complexes in the Galloway area. This complex would make it worse, as well as to run off any existing wildlife in the area. This would be horrible for our neighborhood.

Thank you,
Deb Lumos
dlumos@mac.com
417-849-3009

**Requirements and Standards
Applicable to Planned Development
District No. 374**

A. APPLICATION

Building or other permits may not be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

All requirements of the *Springfield Zoning Ordinance* shall apply unless modified by the requirements and standards that follow.

B. INTENT

The intent of this planned development is to rezone the subject lots to support a mixed-use development. The subject properties are currently zoned R-SF, LB and GR. The lots will be conveyed under one owner, and a lot combination will be required pending the approval of the planned development. The maximum residential density calculated by Multi-Family Location and Design Guidelines (Matrix) is 27 dwelling units per acre; however, the applicant has elected to restrict the density to 25 dwelling units per acre.

C. DEFINITIONS

The definitions contained in the *Zoning Ordinance* shall apply to this ordinance. For purposes of this ordinance, the following definitions shall also apply.

D. USES PERMITTED

1. Multi-family dwellings
2. Accessory uses, as permitted by section 36-450, accessory structures and uses.
3. Noncommercial, not-for-profit residential neighborhood facilities, including indoor and outdoor recreational facilities, offices of property owners' associations and maintenance facilities operated by a neighborhood or community organization or a property owners association in accordance with the provisions of section 36-467, noncommercial not-for-profit neighborhood facilities.
4. Private parks and playgrounds
5. Clubhouses associated with any permitted use.
6. Eating and Drinking Establishments Use Group, excluding drive-in, or drive-thru facilities.
7. Sidewalk café
8. Outdoor eating and drinking facilities.
9. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the city clerk.

10. General Office Use Group.
11. Personal Services Use Group
12. Retail Sales Use Group, (with designated areas for sidewalk sales.)
13. Temporary uses, as permitted by Section 36-452, Temporary Uses.
14. Mobile Food Vendor: A food service operation that operates from a motorized vehicle.
15. Art galleries
16. Community centers, nonprofit
17. Athletic clubs, fitness centers, and indoor sports facilities.
18. Farmers Market

E. USE LIMITATIONS

1. All uses shall operate in accordance with the noise standards contained in *Section 36-485* of the *Springfield Zoning Ordinance*.
2. No use shall emit an odor that creates a nuisance as determined by *Springfield City Code*.
3. Mobile food vendors must comply with all requirements of 36-452. (3)(b)2. And 36-452. (4), Temporary Uses.
 - a. Proposed vendor locations & parking requirements will be shown on final development plan for approval.
 - b. Each mobile food vendor requires 3 parking spaces and may not utilize parking spaces required by development uses.
4. Self-service storage facilities are not allowed except for storage facilities for tenants of multifamily buildings.
5. All activities and permitted uses except for the following shall be conducted entirely within a completely enclosed building.
 - a. Sidewalk sales
 - b. Outdoor eating and drinking facilities
 - c. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the city clerk.
 - d. Street vendors licensed by the City of Springfield
 - e. Farmers market
 - f. Mobile food vendor

F. INTENSITY OF DEVELOPMENT

1. Maximum residential density permitted is 25 dwelling units per acre.
2. A total of 7,995 sq. ft. of existing space to be renovated to non-residential uses distributed among 4 existing buildings and shall be a maximum of 12,000 sq. ft. of total nonresidential use.

G. BULK, AREA AND HEIGHT REQUIREMENTS

1. Structures that are located within 60 feet of the property/right-of-way line, fronting along Lone Pine Avenue shall have a maximum building height of 45 feet.
2. All other structures shall have a maximum building height of 56 feet and shall remain

below a forty-five (45) degree bulk plane where the property adjoins an R-SF or R-TH District.

3. Building height: The vertical distance measured from the average ground level at the base of the structure's perimeter to the highest point of the roof's surface if a flat surface; to the deck line of mansard roofs; and to the mean *height* level between eaves and ridge for hip or gable roofs. In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, telecommunication towers, ornamental cupolas, domes, or spires, elevator bulk heads, penthouses, tanks, water towers, and parapet walls not exceeding four feet in height.

H. DESIGN REQUIREMENTS

Purpose: The proposed development shall be of such design that it will promote achievement of the stated purposes of the Springfield Comprehensive Plan. The development will efficiently utilize the available land, and will protect and preserve where feasible, the natural features of the land such as trees, streams and topographic features. The development shall provide for harmonious and coherent site and building design that creates a sense of place.

1. Multi-family and attached single-family development.

Multi-family and attached single-family design guidelines. These guidelines for multi-family and attached single-family developments are intended to ensure that new development and redevelopment is designed to enhance the overall community. Thus, designs should create a comfortable walking environment, provide for good circulation system and respect the natural environment.

- a. The development shall follow the Revised Multi-Family Development Location and Design Guidelines approved by the City of Springfield Planning and Zoning Commission and City Council as described below.

Design to Encourage Pedestrian Activity

- 1) Provide pedestrian amenities such as pedestrian scale lighting and non-right-of-way street furniture to enhance the pedestrian environment. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum 30 feet in height. Parking lot lighting and pedestrian lighting should be appropriate to create adequate visibility at night and evenly distributed to increase security. Street furniture may include but is not limited to benches; shelters; and decorative trash bins. There shall be one (1) street/park bench provided within each multi-family development, thereafter, one (1) park/street bench for every 50 dwelling units.
- 2) The project will blend the building scale and set back with existing developments that are consistent with these guidelines. Street facing walls that are greater than 50 feet in length must be articulated at least each 25 feet with bays, projections, or

recesses. Articulation means a difference in the vertical plane of the building of at least 18 inches or more.

- 3) Buildings adjacent to the street will be situated on the site to provide pedestrian access to the street. Additional interior lot buildings may be oriented toward parking lots or public/common open space. Buildings adjacent to the street shall not have parking lots located between the building and the street. Corner lots may have parking on one street face. Interior areas of parking and vehicular use areas shall contain planting islands every 20 contiguous parking spaces whether double staked or linear. The size of the planting island shall be the equivalent area of one parking space. This shall be used toward satisfying the 5% interior landscaping requirements.
- 4) Avoid blank walls along pedestrian circulation areas. Facades that face streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features; windows, entrances, arcades, arbors, awnings (over windows or doors), distributed along the façade at least once every 25 feet.

Provide a Good Circulation System

- 1) Provide connectivity by including direct vehicular or access easements, pedestrian and bicycle connections between abutting or adjacent developments, including retail centers and bus stops, wherever possible.
- 2) Buildings shall connect building entrances to one another and to sidewalks on adjacent public and/or private streets via a minimum four (4) foot wide sidewalk separated from vehicular traffic by a four foot wide planting strip (the 4 foot planting strip does not apply to parking lots where the sidewalk is intended to provide access to the parking lot). Public sidewalks may be considered part of the walkway system if they provide convenient movement between structures. Fences, landscaping and other site improvements shall be located so as not to impede safe and convenient pedestrian circulation. On-site sidewalks shall be designed to connect to off-site sidewalks on adjoining properties and public and/or private streets. Sidewalks shall connect parking areas or parking structures that serve the principal multi-family building; community amenities, such as swimming pools, community centers, other recreational facilities, or common open space.
- 3) Provide shared driveways, cross access driveways and/or other forms of connectivity and secondary access to existing or future adjacent developments.

Respect the Natural Environment

- 1) The development shall include at least 15% of the total site or premise as a usable recreational area and/or facility. Usable recreational area/facility is defined as an open recreational area or recreational facility which are designed and intended to be used for outdoor living and/or recreation, and/or amenity. Usable open recreational areas shall not include land occupied by buildings, structures, streets,

sidewalks, driveways, or parking areas but may include outdoor recreational facilities such as walkways used solely for recreational purposes/connections, swimming pools, sports courts, clubhouse, community center, exercise room or other amenities as defined in these guidelines. The 15% usable recreational area or facility does not reduce the required 20% open space. All common open recreational areas on the site, including recreational facilities, shall be readily accessible to all occupants and should, wherever possible, be physically connected to other common open space areas on and off the site. Generally, usable open recreational areas should have a minimum dimension of thirty (30) feet in any direction and minimum area of nine hundred (900) square feet; however, it is recognized that open recreational areas can be of a smaller minimum dimension or area provided it meets the definition. An exception to the minimum 15% recreational space established by the Revised Multi-Family Design Guidelines shall be given to minimize the amount of grading that would be required to achieve the minimum recreational space maintaining the intent of the Galloway Neighborhood guidelines of minimizing retaining walls and grading.

- i. An exception to the minimum 15% recreational space established by the Revised Multi-Family Design Guidelines shall be given to minimize the amount of grading that would be required to achieve the minimum recreational space maintaining the intent of the Galloway Neighborhood guidelines of minimizing retaining walls and grading.
- 2) Incorporate one functional amenity. Allowable recreational amenities:
 - a. Swimming pool;
 - b. Resident clubhouse.
 - c. One tot lot with a minimum size of nine hundred square feet (900') per tot lot area;
 - d. Basketball, volleyball, tennis court, handball court or other sports court.
 - e. One (1) picnic area, with a minimum size of nine-hundred square feet (900') per area, and including a minimum of one (1) picnic table and one (1) barbeque grill/pits per picnic area;
 - f. Community center (meeting room, assembly hall, etc.);
 - g. Exercise room and/or recreation building
 - 3) A tree six inches or greater in diameter measured 4 1/2 feet above ground must be preserved or replaced with a tree of at least two inches (2) in diameter—for a maximum total of 7 trees per acre. Trees meeting the landscape requirements in the zoning ordinance may be counted toward this requirement. If this is not possible then the total diameter of trees at the time they are lost shall be replaced with an equal diameter amount of trees with no less than 2 in diameter throughout the project area.

2. Galloway Village Neighborhood Development Guidelines.

- a. Limiting signage types, illumination, placement, and number.

(1) Detached signs (monument signs) shall be permitted at each public street entrance or public street frontage.

- One detached sign shall be permitted per public street access. The surface area of each shall not exceed 80 square feet.
- A minimum setback of 4 feet from adjacent property line shall be maintained for detached signs.

(2) Attached signs shall be permitted on building façade or elements within the property.

- Maximum attached sign total effective area shall not exceed one square foot for each lineal footage of each building wall having frontage on a public or private street, not to exceed 80 square feet.
- Exceptions: Existing buildings attached sign total effective area shall not exceed two square feet for each lineal footage of each building wall having frontage on a public or private street or 160 square feet, whichever is less. Maximum attached sign total effective area shall not apply to artistic murals.

(3) Design: Signs shall be designed to be compatible with the character of the building materials and landscaping to promote the overall aesthetic of the development.

(4) Digital signage is prohibited.

b. Glazing ratios

(1) Glazing on the exterior of building facades shall not make up more than 40% of the gross area of each building elevation.

- Exceptions: Existing buildings and any additions or renovations to the exterior of existing buildings on site shall be exempt from maximum glazing ratio of 40%. Existing buildings shall maintain the current glazing ratios and meet the Secretary of Interior standards as determined by the Administrative Review Committee.

c. Location of Parking Lots

(1) Parking lots shall be located behind buildings or with drive access oriented perpendicular from Lone Pine Ave. to limit visual impact to public spaces.

a. Parking lots layout to be developed in accordance to Exhibit 2 – Preliminary Site Layout.

d. Limit excessive grading or rock blasting.

(1) Limiting excessive grading or rock blasting through creative design solutions such as establishing the finish floor elevations, locating building entry/access points, layout of parking lots and other design elements shall be explored.

- e. Preservation of existing tree canopy.
 - (1) Preservation of existing trees in good condition as proposed on Exhibit 6 Preliminary Landscape plan.
 - a. The City's Urban Forester will be consulted to review the condition and species of trees and to give a determination if trees designated for preservation on Exhibit 6 Preliminary site plan should be preserved.
- f. Restrictions on retaining walls.
 - (1) Retaining walls shall be designed for a maximum of 8' in height with a minimum of 6' between tiers.
 - Retaining walls should be constructed using materials that compliments the character of the neighborhood.
 - Creative solutions should be explored that limit the impact or need for retaining walls.
- g. The development shall designate space and allow for a mix of allowable small business uses that could be supportive of neighborhood amenities.
- h. Promote high-quality streetscape experience.
 - (1) The design of new construction buildings along public streets shall incorporate attractive streetscapes that compliments the village character of the neighborhood in addition to the guidelines set forth in the Revised Multi-family Design Guidelines for articulation and material use along a public street.
 - Elements such as, pedestrian scale lighting, street furniture, and landscaping should be incorporated to promote high-quality streetscape and enhanced pedestrian experience.
 - (2) Design of the sidewalk along public streets shall attempt to enhance the pedestrian experience and feeling of safety.
 - (3) A crosswalk at the south eastern corner of the property, on the north side of the access to the Sequiota Park access, shall be created to provide safe crossing location for pedestrians connecting the businesses and housing along the west side of Lone Pine Ave and Sequiota Park and Galloway Creek Greenway on the East.
 - (4) Acceptable uses for planned limited business spaces to include those desirable to pedestrian streetscape including, sidewalk cafes, outdoor eating and drinking facilities, retail sales, mobile food vendors, art galleries and farmers markets.
 - (5) Where feasible, street trees, and landscaped buffer zone shall be planned along public street front to enhance the pedestrian experience and character of the neighborhood.

- i. **Building Façades.** All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each twenty (25) horizontal feet of a building façade or wall:
 - (1) Changes in color, texture and material
 - (2) Projections, recesses and reveals expressing structural bays, entrances or other aspects of the architecture.
 - (3) Groupings of windows or fenestration.
- j. **Building materials and colors.**
 - (1) Metal shall not be used as a primary exterior surface material. It may be used as a trim material covering no more than ten (30) percent of the facade or as a roof material.
 - (2) Facade colors shall have low reflectance. High-intensity or fluorescent colors are prohibited.
- k. **Service and Loading Areas.** Off-street loading shall be regulated in accordance with *Sections 36-456 and 36-483 (2) of the Springfield Zoning Ordinance*. The following requirements are supplementary.
 - (1) All service and loading areas shall be located in the side or rear yard of buildings.
 - (2) Service and loading areas shall be designed so that the entire service and loading operations are conducted on the building site and shall be integrated into the building architecture. The visibility of service and loading from public streets shall be minimized or eliminated.

3. **Preservation of existing structures and neighborhood character.**

- a. Existing structures at 3521, 3527 and 3535 S. Lone Pine Avenue and as designated on site plan shall be maintained so they may be preserved and appropriately rehabilitated following the Secretary of Interior's Standards for Rehabilitation and minimum maintenance requirements listed below. Residential uses may be located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. Uses shall encourage public activity along Lone Pine Avenue.
- b. Additions and/or renovations to designated existing buildings should be compatible with the neighborhood character with a mix of architectural styles, attempting to improve the streetscape, pedestrian experience, walkable feel, and opportunities for interactions in private establishments and public spaces.
- c. Exterior finish building materials used in additions and/or renovations of existing buildings shall be complimentary to the neighborhood character.

- d. The Secretary of the Interior's Standards for Rehabilitation shall be followed when renovating existing structures as described above and identified on the site plan. The Administrative Review Committee (ARC) shall review all exterior changes to the existing structures designated for preservation. Interior renovations or permits do not require an ARC review. When considering whether or not to issue a permit an exterior change(s), ARC shall be guided by the Standards as listed below and may consult with the Landmarks Board or other persons knowledgeable in historic preservation and rehabilitation:
- (1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
 - (2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
 - (3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
 - (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
 - (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
 - (6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
 - (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
 - (8) Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
 - (9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

- (10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- e. Minimum maintenance requirements. Preserved buildings shall keep all interior and exterior portions of buildings and other structures in good repair following the following maintenance requirements:
- (1) All sidewalks leading to a building, steps, driveways, parking spaces, and similar paved areas for public use shall be kept in a proper state of repair. If any sidewalk or driveway or portion thereof by virtue of its state of repair shall constitute a danger to public health and safety, the sidewalk or driveway or portion thereof shall be replaced.
 - (2) Structural members. All supporting structural members of all structures shall be kept structurally sound, free of deterioration, and maintained capable of safely bearing the dead and live loads imposed upon them.
 - (3) Exterior surfaces (foundations, walls, and roof). Every foundation, exterior wall, roof, and all other exterior surface shall be maintained in a workmanlike state of maintenance and repair.
 - (4) Foundation walls. All foundation walls shall be maintained so as to carry the safe design and operating dead and live loads and shall be maintained plumb and free from open cracks and breaks, so as not to be detrimental to public safety and welfare.
 - (5) Exterior walls. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All exterior surface materials shall be maintained weatherproof and shall be properly surface coated when required to prevent deterioration.
 - (6) Roofs and drainage. The roof shall be structurally sound, tight, and not have defects which might admit rain. Roof drainage shall be adequate to prevent rain water from causing dampness or deterioration in the walls or interior portion of the building. Roof water shall not be discharged in a manner that creates a nuisance to owners or occupants of adjacent premises or that creates a public nuisance.
 - (7) Decorative features. All cornices, entablatures, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

- (8) Signs and awnings. All canopies, signs, awnings, stairways, fire escapes, exhaust ducts, and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. They shall be protected from the elements and against decay and rust by the periodic application of a weather-coating material such as paint or other protective treatment.
- (9) Chimneys. All chimneys and similar appurtenances shall be maintained structurally safe, sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials such as paint or similar surface treatment.
- (10) Stairs and porches. Every stair, porch, fire escape, balcony, and all appurtenances attached thereto shall be so constructed as to be safe to use and capable of supporting the anticipated loads and shall be maintained in sound condition and good repair.
- (11) Window and door frames. Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible, and to substantially exclude wind from entering the dwelling or structure.
- (12) Weathertight. Every window and exterior door shall be fitted reasonably in its frame and be weathertight. Weather stripping shall be used to exclude wind or rain from entering the dwelling or structure and shall be kept in sound condition and good repair.
- (13) Glazing. Every required window sash shall be fully supplied with approved glazing materials which are without open cracks and holes.
- (14) Door hardware. Every exterior door and its hardware shall be maintained in good condition. Door locks on all doors entering dwelling units shall be in good repair and capable of tightly securing the door.
- (15) Basement hatchways. Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rats, rain, and surface drainage water into the structure.
- (16) Grading and drainage. All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Stagnant water shall be determined as any accumulation that has not dispersed within seven days of the last recorded local rainfall.
- (17) Accessory structure. All accessory structures, including detached garages, fences, and walls, shall be maintained structurally sound.

(18)ARC may refer violations of this section to the Director of Building Development Services for purposes of conducting such inspections and enforcement proceedings as the Director of Building Development Services may deem appropriate so that the building or structure may be preserved in accordance with the purposes of this ordinance.

(19)The provisions of this section shall be in addition to all other applicable provisions of the Springfield City Code relating to the construction and maintenance of buildings and structures.

- f. Structures shall not be demolished or removed without an Economic Hardship being proven as prescribed in Section 36-404.
- g. The Administrative Review Committee (ARC) shall be responsible for any approvals or interpretations of this subsection. If the existing structures as described above are designated on the *Springfield Historic Register* in the future, the Landmarks Board will have authority and ARC's authority as described above will be null and void.

I. OPEN SPACE, LANDSCAPING & SCREENING

The landscaping and screening provisions are intended to improve the physical appearance of the District; to improve the environmental performance by contributing to the abatement of heat, glare and noise, and by promoting natural percolation of storm water and improvement of air quality; to buffer potentially incompatible land uses from one another; and to conserve the value of adjoining property and neighborhoods.

1. Open space requirements

- a. Minimum open space: Not less than (25) percent of the total lot area shall be devoted to open space including required yards, stream buffer and buffer yards. Open space shall contain living ground cover and other landscaping materials.
- b. Maximum impervious area: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed eighty (75) percent of the total lot area.

2. Bufferyards.

a. Required bufferyards.

- (1) Where new development is located adjacent to an R-SF Zoning District, a fifteen (15) foot Type C bufferyard shall be required. No other bufferyards are required.

b. Bufferyard standards.

- (1) Required bufferyards on a lot or tract shall be installed when the lot or

tract is developed.

- (2) Required bufferyards in common area shall be installed when any development occurs in the District unless the installation is specifically delayed by the requirements.
- (3) Bufferyards shall be landscaped in conformance with the open space landscaping requirements listed below.

3. Vehicular use area open space.

- a. Perimeter.
- b. Interior.

4. Open space landscaping.

- a. Landscaping plantings. In all open space areas required by this District the following landscaping shall be planted and maintained for each five hundred (500) square feet of such open space area. Existing trees approved for preservation shall be counted toward satisfaction of this provision.
 - (1) One (1) canopy tree or (2) understory, ornamental or evergreen trees.
 - (2) Six (6) shrubs.

- b. Landscaping standards.

- (1) Tree species, sizes and spacing shall be approved consistent with the City of Springfield's *Arboricultural Design Guidelines* on file with the Planning and Development Director.
- (2) Tree preservation. Preservation of each healthy existing tree of an approved species that is at least four and one-half (4-1/2) inches caliper shall count as two (2) trees toward fulfillment of the tree requirements of this District.
- (3) Maintenance of required landscaping. Upon installation or preservation of required landscape materials, appropriate measures shall be taken to ensure their continued health and maintenance. Required materials that do not remain healthy shall be replaced consistent with this article.
- (4) The developer shall coordinate with the city urban forester to ensure proper measures for tree conservation are utilized during construction, and that proper planting and maintenance procedures are followed for new and existing trees.
- (5) The preliminary site layout provides a buffer that is greater than required along the northern and western boundaries to preserve existing neighboring trees.

5. Screening.

- a. Screening Locations

- (1) Parking lot screening: Parking lot edges visible from Lone Pine shall be screened with a opaque shrub barrier border with a minimum height of 3' at planting. These shrubs will count toward the total shrubs needed within the landscape requirements.

- i. Alternate acceptable screening types to have an opaque barrier 3 feet in height which visually screens parking lots from Lone Pine Ave. shall be approved

by the Administrative Review Committee.

6. Required yard setbacks.

a. The development shall follow setbacks established city ordinance zoning regulations.

(1) Exception: the front yard setback for new construction that fronts along property located at 3503 S Lone Pine Ave shall be from the new right-of-way line which will be 55' as measured from the center line of Lone Pine Avenue.

b. A 10 foot set back along the north property line shall be established to help preserve the existing tree canopy.

J. EXTERIOR LIGHTING

The requirements and standards of *Section 36-484 of the Springfield Zoning Ordinance*, in effect at the time of development shall apply.

K. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification.

1. The existing shared access easement from Lone Pine Ave. at the southern property line shall be used for access to the development. Improvements to shared access from Lone Pine Ave. will be implemented as shown on Exhibit 2 – Preliminary Site Layout and in coordination of required public improvements described in Section N.

L. OFF-STREET PARKING

Sections 36-455, 36-456 and 36-483 of the Springfield Zoning Ordinance in effect at the time of development shall apply.

M. SIGNS

In addition to the sign regulations stated within this document, the requirements and standards of *Section 36-454 of the Springfield Zoning Ordinance*, in effect at the time of development shall apply.

N. REQUIRED IMPROVEMENTS

1. Public improvements to be completed. Public and private improvements necessary to adequately accommodate the intensity of development proposed in this District shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements. Prior to building permits being issued to the applicant, or subsequent owners shall:

- a. construct the required improvements; or
 - b. provide assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department shall be provided to the City.
2. Certificate of occupancy. No certificate of occupancy shall be issued for any structure within this District, or phase of the development, unless:
- a. the required improvements are completed prior to occupancy of the structures; or
 - b. the Director of Public Works has determined that:
 - (1) any incomplete required improvements have little or no effect on the occupancy of the facility; or
 - (2) conditions beyond the control of the contractor, *i.e.*, strikes, weather, etc., have delayed the completion of the improvements.

If one of these conditions occurs, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

3. Required improvements. Improvements necessary to adequately accommodate the intensity of development in this District include the following.
- a. Street improvements.
 - 1. A northbound left-turn lane along S. Lone Pine Avenue is needed to access the development at its southern-most entrance, aligning with the Sequiota park driveway entrance. The length of the northbound left storage to be no less than 150 feet, plus taper. No curb and gutter are required unless otherwise constructed by Public Works.
 - 2. Installation of a crosswalk aligned to the northside of the Sequiota park driveway to and the northside of the shared access drive south of 3535 S. Lone Pine Ave. (Treadway’s Building).
 - 3. Installation of sidewalk along property fronting South Lone Pine Ave. In an effort to preserve existing trees as well as enhance the pedestrian experience on site, the sidewalk that fronts along parcel 3503 S Lone Pine Ave. shall shift the public sidewalk onto private property west of existing trees in the approximate location shown on the site plan. A sidewalk easement will be negotiated between the city and developer.
 - 4. Any street furniture, lighting, trees, planters, etc. in the public rights-of-way shall be approved by the Public Works Department. A maintenance agreement may be necessary for these amenities.
 - 5. Approximately 5 feet of additional right-of-way will be dedicated along the entire length of the property frontage on S. Lone Pine Avenue, for a total of 35 feet from the centerline of the roadway. The final amount of dedicated R-O-W will be determined by a survey.
 - i. The Purple Shamrock building at 3527 S. Lone Pine Ave. encroaches into the proposed R-O-W. R-O-W will need to jog around existing Building or an agreement will need to be provided prior to dedication of new R-O-W.

b. Sanitary sewer facilities.

1. Hookup of sanitary sewer to existing buildings that are not currently on city record.

c. Storm water management facilities.

1. Maintain (average) clearance to stream buffer.
2. Where parking lot/ fire lane access is required over existing stream, a culvert shall be allowed.
3. Stream buffer shall be recorded as a condition of approval of this Planned Development to account for site plan adjustments during the construction documents phase.

4. Improvement Standards.

Improvements shall conform to the following standards.

- a. All utilities and utility connections shall be located underground, including, but not limited to, electrical and telephone cables, security and other telecommunication systems and wires. Transformers, meters of any type (including electric, gas or other meters), or other apparatus shall be adequately screened and landscaped.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

P. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

Q. FINAL DEVELOPMENT PLAN

A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit. The final development plan may be submitted in the form of a preliminary plat, provided the plat is prepared in accordance with the requirements, standards, and intent of this Exhibit. Development of this District shall be in accordance with the approved final development plan.

1. A final development plan shall only be approved if it is in substantial conformance with

Exhibits 1, 2 and 4 as defined by *Subsection 36-405 (9) (c)* of the *Springfield Zoning Ordinance*.

The final development plan shall be submitted to the Planning and Development Department for the Administrative Review Committee review and final action, either as a whole or in phases. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan and exterior elevations. Such authority shall not, however, be construed to permit:

- A. Any uses within the District other than those specifically prescribed by the ordinance.
- B. Any increase in the intensity of use permitted within the District.



OTHER OPPORTUNITIES OR CONSTRAINTS	
1. HOW MUCH HIGHER DENSITY EXISTS OR IS PLANNED/APPROVED FOR?	1 POINT
2. DOES PROPOSAL SUPPORT REDEVELOPMENT/REVITALIZATION GOALS?	1 POINT
3. ARE THERE PHYSICAL OR OTHER NATURAL BARRIERS WITHIN 1/2 MILE OF THE SITE?	1 POINT
TOTAL OF POINTS	12 POINTS
- 12 POINTS THROUGH BASE CALCULATIONS ALLOWS 24 UNITS PER ACRE.	
BONUS DENSITY (DWELLING UNITS/ACRE INCREASES)	
- MEETS CRITERIA FOR MIXED-USE DEVELOPMENT	+3 DU/A
BASE CALCULATION (24 DU/A) + BONUS DENSITY (3 DU/A) EQUALS TOTAL 27 DWELLING UNITS PER ACRE.	
416 ACRES AT 27 UNITS PER ACRE EQUALS 112 UNITS. DEVELOPMENT PLAN PROPOSES 100 UNITS.	

GARAGE GENERAL BUILDING
HEIGHT + AREA INFO REMOVED

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•

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SHEET

A101

OWNER
ELEVATION DEVELOPMENT CO.

PROJECT TEAM

CIVIL ENGINEER
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

DESIGN GUIDELINES

THE BELOW TEXT IS ABSTRACTED FROM EXHIBIT 1 - PD LANGUAGE AND DOES NOT ALTER, NEGATE OR ADD TO THE REQUIREMENTS SET FORTH IN EXHIBIT 1 - PD LANGUAGE. THE BELOW TEXT IS ONLY INTENDED TO BE USED AS A REFERENCE TO THE REQUIREMENTS ESTABLISHED IN EXHIBIT 1 - PD LANGUAGE.

MULTI-FAMILY DESIGN GUIDELINES

- A. DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY
1. PEDESTRIAN AMENITIES
 2. BUILDING SCALE & ARTICULATION
 3. BUILDING ORIENTATION & INTERIOR LANDSCAPING
 4. AVOIDANCE OF BLANK WALLS
- B. PROVIDE A GOOD CIRCULATION SYSTEM
1. CONNECTIVITY BETWEEN ABUTTING OR ADJACENT DEVELOPMENTS
 2. INTERNAL CONNECTIVITY
 3. PROVIDE SHARED DRIVEWAYS, CROSS ACCESS DRIVEWAYS AND/OR OTHER FORMS OF CONNECTIVITY AND SECONDARY ACCESS TO EXISTING OR FUTURE ADJACENT DEVELOPMENTS.
- C. RESPECT THE NATURAL ENVIRONMENT
1. USEABLE RECREATIONAL AREA/FACILITY
 2. AMENITIES
 3. PRESERVATION OF TREES

GALLOWAY VILLAGE DEVELOPMENT GUIDELINES

- A. SIGNAGE LIMITATIONS
1. DETACHED AND ATTACHED SIGNS LIMITED IN AREA AND LOCATION
 2. DESIGN OF SIGNAGE SHALL BE COMPATIBLE WITH CHARACTER OF BUILDING AND LANDSCAPING.
- B. GLAZING RATIOS
1. GLAZING ON EXTERIOR OF BUILDING FACADES SHALL NOT MAKE UP MORE THAN 40% OF GROSS AREA OF EACH BUILDING ELEVATION.
- C. LOCATION OF PARKING LOTS
1. PARKING LOTS SHALL BE LOCATED BEHIND BUILDINGS OR WITH DRIVE ACCESS ORIENTED PERPENDICULAR FROM LONE PINE AVE.
- D. LIMIT EXCESSIVE GRADING OR ROCK BLASTING
1. LIMIT EXCESSIVE GRADING OR ROCK BLASTING THROUGH CREATIVE DESIGN SOLUTIONS SUCH AS ESTABLISHING THE FINISH FLOOR ELEVATIONS, LOCATING BUILDING ENTRY/ACCESS POINTS, LAYOUT OF PARKING LOTS AND OTHER DESIGN ELEMENTS SHALL BE EXPLORED.
- E. PRESERVATION OF EXISTING TREE CANOPY
1. PRESERVATION OF EXISTING TREES IN GOOD CONDITION.
- F. RESTRICTIONS ON RETAINING WALLS
1. RETAINING WALLS SHALL BE DESIGN FOR A MAXIMUM OF 8' IN HEIGHT WITH A MINIMUM 6' BETWEEN TIERS.
- G. THE DEVELOPMENT SHALL DESIGNATE SPACE AND ALLOW FOR A MIX OF ALLOWABLE SMALL BUSINESS USES THAT COULD BE SUPPORTIVE OF NEIGHBORHOOD AMENITIES.
- H. PROMOTE HIGH-QUALITY STREETScape EXPERIENCE.
- I. BUILDING FACADES VISIBLE TO THE PUBLIC SHALL DISPLAY A SIMILAR LEVEL OF QUALITY AND ARCHITECTURAL FINISH. TWO OR MORE OF THE FOLLOWING DESIGN ELEMENTS SHALL BE INCORPORATED FOR EACH 25 FEET OF BUILDING FACADE OR WALL.
1. CHANGES IN COLOR, TEXTURE AND MATERIAL
 2. PROJECTIONS, RECESSES AND REVEALS
 3. GROUPINGS OF WINDOWS OR FENESTRATION.
- J. BUILDING MATERIALS AND COLORS.
1. METAL SHALL NOT BE USED AS A PRIMARY EXTERIOR SURFACE MATERIAL
 2. FACADE COLORS SHALL HAVE LOW REFLECTANCE. HIGH-INTENSITY OR FLOURESCENT COLORS ARE PROHIBITED.
- K. SERVICE AND LOADING AREAS.
1. ALL SERVICE AND LOADING AREAS SHALL BE LOCATED IN THE SIDE OR REAR YARD OF BUILDINGS.
 2. SERVICE AND LOADING AREAS SHALL BE DESIGNED SO THAT THE ENTIRE SERVICE AND LOADING OPERATIONS ARE CONDUCTED ON THE BUILDING SITE AND SHALL BE INTEGRATED INTO THE BUILDING ARCHITECTURE. THE VISIBILITY OF THE SERVICE AND LOADING FROM PUBLIC STREETS SHALL BE MINIMIZED OR ELIMINATED.

NOTE:

THE ELEVATION SHOWN IS INTENDED AS AN ILLUSTRATIVE REPRESENTATION OF THE PROPOSED DEVELOPMENT'S CONFORMANCE TO THE MULTI-FAMILY DESIGN GUIDELINES AND THE GALLOWAY VILLAGE DOCUMENT. EXISTING VEGETATION, LANDSCAPING AND OTHER SITE ELEMENTS ARE NOT SHOWN TO BETTER HIGHLIGHT THE DESIGN INTENT OF THE NEW RESIDENTIAL STRUCTURES CONFORMANCE TO THE DESIGN GUIDELINES.

BUILDING HEIGHT DEFINED AND CALCULATED AS PERSCRIBED BY INTERNATIONAL BUILDING CODE.

ELEVATION MATERIAL LEGEND	
Character	Note Text
E1	RAISED LANDSCAPE BED
E2	FACADE ARTICULATION
E3	MAXIMUM 40% GLAZING
E4	BRICK MASONRY, STONENE OR OTHER MATERIAL COMPLEMENTARY TO THE PEDESTRIAN SCALE
E5	FINISH FLOOR ELEVATION ESTABLISHED TO MINIMIZE EXCESSIVE GRADING

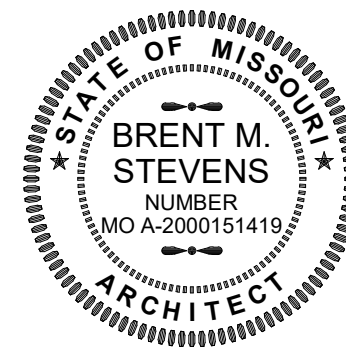
NOTE: ELEVATION SHOWN IS A 2 DIMENSIONAL REPRESENTATION THAT DOES NOT PORTRAY A REALISTIC VIEW OF WHAT WILL BE SEEN FROM THE HUMAN EYE. FOR RENDERINGS THAT PORTRAY THE VIEWS AS SEEN FROM A HUMAN PERSPECTIVE, REFER TO CONCEPT VISUALS AND PARKVIEW EXHIBITS PROVIDED TO CITY COUNCIL AND NEIGHBORHOOD ASSOCIATION.

REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 18-018 DRAWN BY: BGB
DATE: 08.28.2020 REVIEWED BY: BMS

PROFESSIONAL SEAL



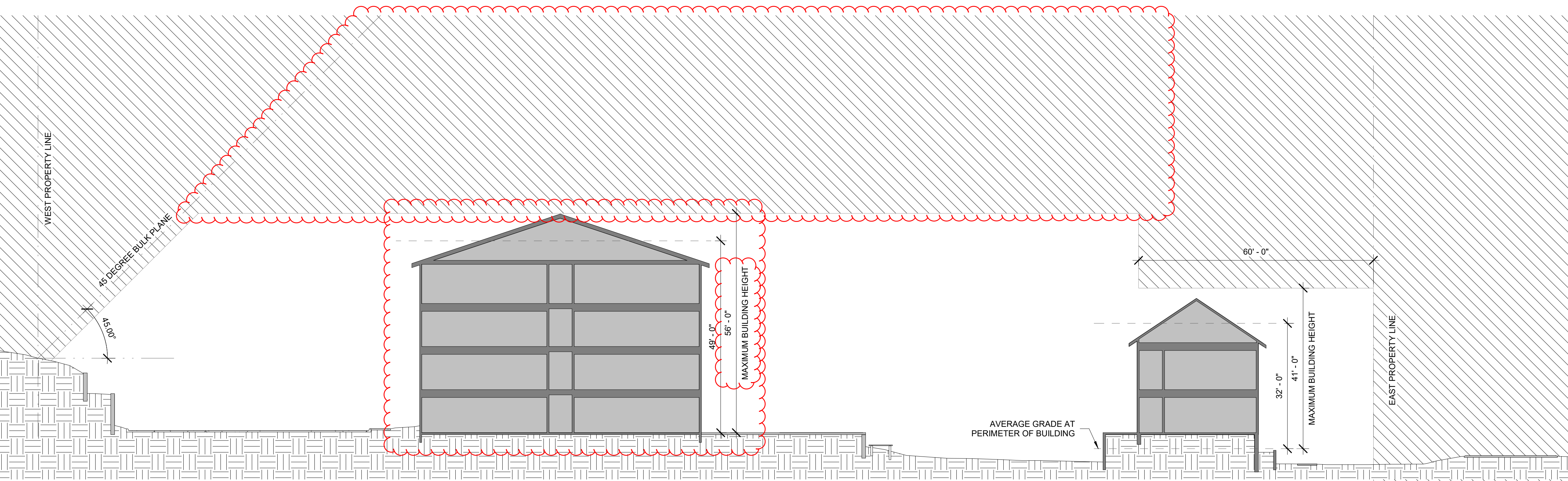
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PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE PINE & GALLOWAY

PROJECT ADDRESS:
3535.3527.3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

EXHIBIT 4 - ARCH. ELEVATIONS

A401



6A BULK PLANE & HEIGHT RESTRICTIONS
A401 scale: 1/16" = 1'-0"

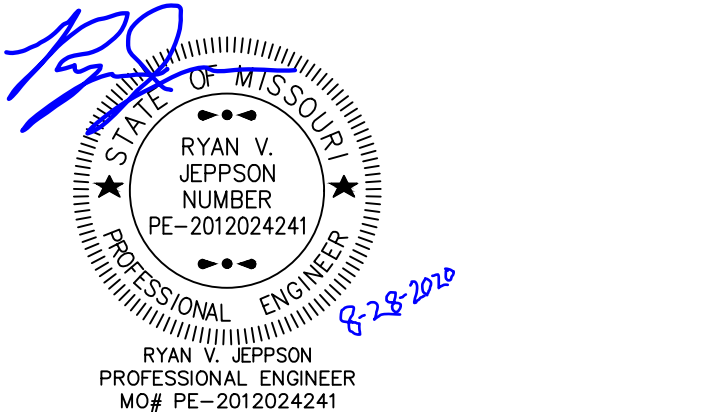


1A EAST ELEVATION FROM LONE PINE AVE.
A401 NTS

[illegible]

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 08.28.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL
PROFESSIONAL NAME, RYAN V. JEPSON
PROFESSIONAL TITLE: PROFESSIONAL ENGINEER
MO# PE-2012024241



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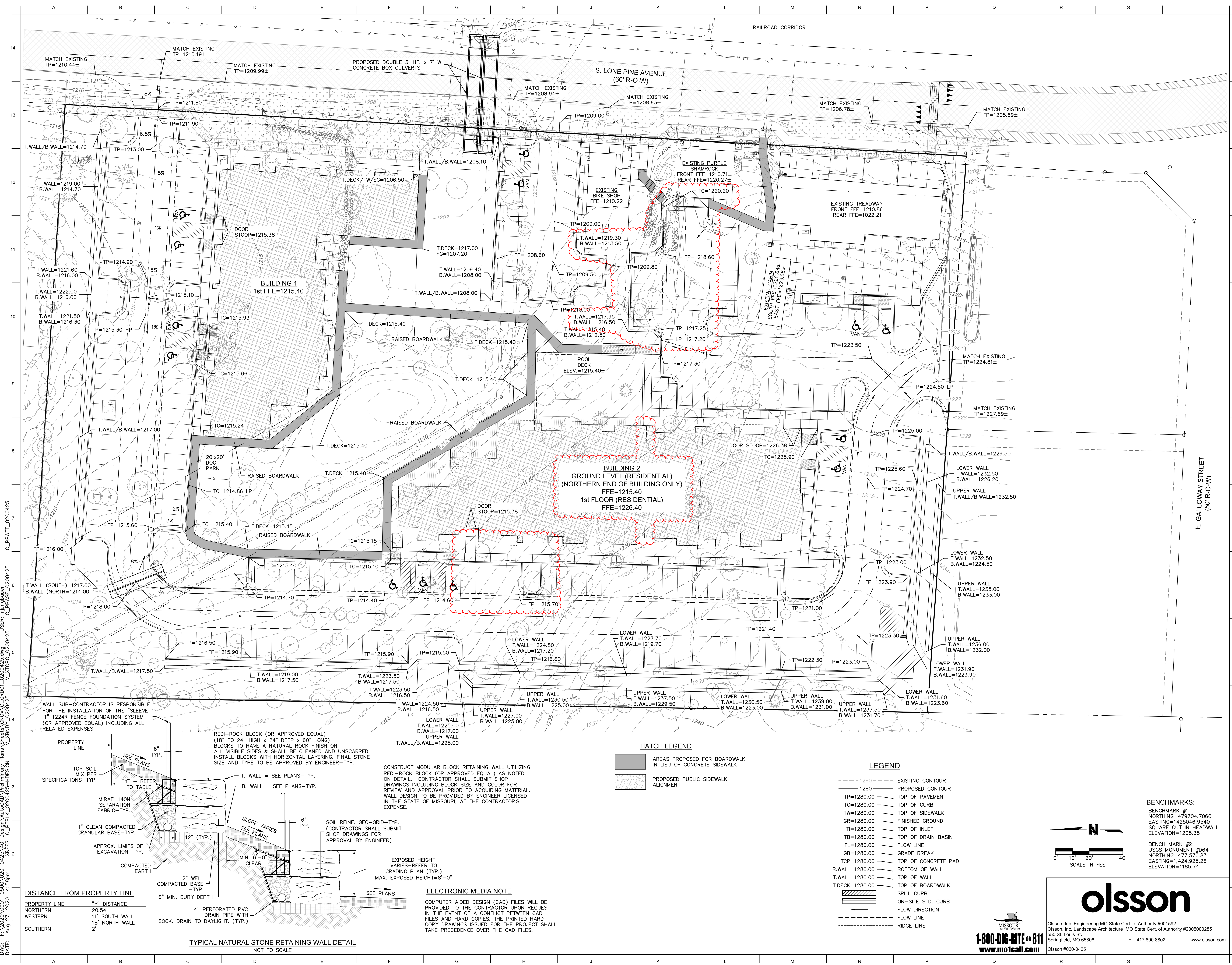
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PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE
PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

PRELIMINARY GRADING PLAN

C2.0



PD OPEN SPACE REQUIREMENTS

25% OPEN SPACE REQUIRED (TOTAL SITE AREA = 183,681.69 SF)
REQUIRED OPEN SPACE = 45,921 SF
LANDSCAPE REQUIRED PER 500 SF OF REQUIRED OPEN SPACE:
1 CANOPY TREE (OR 2 UNDERSTORY TREES) / 500 SF
6 SHRUBS / 500 SF
THEREFORE:
92 CANOPY TREES (OR 184 UNDERSTORY TREES, OR COMBINATION THEREOF)
552 SHRUBS

LANDSCAPE PROVIDED:
102 PRESERVED EXISTING TREES X 2 = 204 TREES
12 INTERIOR TREES
6 PERIMETER TREES
2 OTHER PROPOSED TREES
= 233 TOTAL TREES

54 BUFFERYARD SHRUBS
6 PERIMETER SHRUBS
173 VEGETATIVE PARKING SCREEN
319 OTHER PROPOSED SHRUBS (TO BE SHOWN ON FINAL LANDSCAPE PLAN)
= 552 TOTAL SHRUBS

STREAM BUFFER TREE REMOVAL
16 TREES REMOVED IN THE 60' STREAM BUFFER AREA
REQUIRED = 16 TREES MIN. 1.5" CALIPER THAT WILL HAVE SIMILAR MATURE CANOPY SPREAD OF THOSE REMOVED

LANDSCAPE CALCULATIONS:

HEADLIGHT SCREENING
NORTH & WEST - THE PROPOSED DEVELOPMENT WILL BE LOWER IN ELEVATION THAN THE NEIGHBORING PROPERTIES, THEREFORE THE RETAINING WALL WILL FUNCTION AS THE HEADLIGHT SCREENING

BUFFERYARD
NORTH - ZONED PD, USE IS COMMERCIAL - NONE
EAST - ROAD AND RAIL RIGHT OF WAY - NONE
SOUTH - ZONED OR, USE IS COMMERCIAL - NONE
WEST - ZONED R-SF, USE IS RESIDENTIAL & NON-RESIDENTIAL (CHURCH) - BUFFERYARD C
PER 100 LINEAR FEET - 1 CANOPY TREES, 2 UNDERSTORY TREES, 2 EVERGREEN TREES, 10 SHRUBS.
REQUIRED = 536 LINEAR FEET = 6 CANOPY TREES, 11 UNDERSTORY TREES, 11 EVERGREEN TREES, 54 SHRUBS
PROVIDED = 18 EXISTING TREES TO REMAIN ALL OVER 6" CAL., 54 SHRUBS.

INTERIOR LANDSCAPE
5% OF PARKING/VEHICULAR USE AREA REQUIRED TO BE LANDSCAPED AREA.
PER EACH 30 PARKING SPACES OR 12,000 SF PARKING/VEHICULAR USE AREA
2 UNDERSTORY TREES (OR 1 CANOPY TREE) ARE REQUIRED

PARKING/VEHICULAR AREA CONTAINS 62,583.38 SF AND 173 PARKING SPACES
5% REQUIRED = 3,129.17 SF, AND 6 CANOPY TREES (OR 12 UNDERSTORY TREES)
PROVIDED = 3,130 SF AND 6 CANOPY TREES

PERIMETER LANDSCAPE
PARKING LOT WITHIN 50' OF RIGHT-OF-WAY
10 SF GREEN AREA PER 1 LF OF PARKING LOT FRONTAGE ALONG ROAD
PER EACH 100 LINEAR FEET - 1 CANOPY TREE, 1 UNDERSTORY TREE, 4 SHRUBS.
REQUIRED = 108 LINEAR FEET OF PARKING LOT FRONTAGE = 2 CANOPY TREES, 2 UNDERSTORY TREES, 2 EVERGREEN OR ORNAMENTAL TREES, 5 SHRUBS
PROVIDED = 2 CANOPY TREES, 2 UNDERSTORY TREES, 2 EVERGREEN OR ORNAMENTAL TREES, 6 SHRUBS

APARTMENT DEVELOPMENT TREE PRESERVATION
FOR TREE AREA REMOVED, A MAXIMUM OF 7 TREES (2" CALIPER) PER ACRE IS REQUIRED FOR REFORESTATION.
2-2 ACRES OF TREE CLEARING IS EXPECTED, THEREFORE 14 TREES WILL BE REQUIRED TO BE PLANTED.
PROVIDED = 14+ TREES

PLANT LIST

Qty	Abbrev.	Scientific Name	Common Name	Size	Notes
Canopy Trees					
XX	TH	Gleditsia triacanthos v. inermis 'SKYLINE'	Thornless Honeylocust	1.5" Caliper	Canopy
XX	BG	Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	1.5" Caliper	Canopy
XX	TT	Liriodendron tulipifera	Tulip Tree	1.5" Caliper	Canopy
XX	SO	Quercus coccinea	Scarlet Oak	1.5" Caliper	Canopy
XX	WO	Quercus nigra	Water Oak	1.5" Caliper	Canopy
XX	PE	Ulmus americana 'Princeton'	Princeton Elm	1.5" Caliper	Canopy
XX	YW	Cladostis kentuckea	Yellow wood	1.5" Caliper	Canopy
Understory Trees					
XX	RB	Cercis canadensis 'Forest Pansy'	Forest Pansy Redbud	1" Caliper	Understory
XX	EH	Ostrya virginiana	Eastern Hophornbeam/Ironwood	1" Caliper	Understory
XX	SB	Amelachier arborea	Serviceberry	1" Caliper	Understory
XX	FT	Chionanthus virginicus	White Fringe Tree	1" Caliper	Understory
Shrubs/Perennials					
xx	IH	Illex glabra	Inkberry Holly	5 Gallon	18" min. installed height after pruning (Immediately following installation)
xx	WH	Illex verticillata	Winterberry Holly	5 Gallon	18" min. installed height after pruning (Immediately following installation)
xx	NB	Physicarpus opulifolius	Ninebark	5 Gallon	18" min. installed height after pruning (Immediately following installation)
xx	FS	Rhus aromatica	Fragrant Sumac	5 Gallon	18" min. installed height after pruning (Immediately following installation)
xx	VS	Itea virginica	Virginia Sweetpire	5 Gallon	18" min. installed height after pruning (Immediately following installation)

LANDSCAPE LEGEND

EXISTING TREES TO BE REMOVED. ALL OTHER EXISTING TREES TO BE PRESERVED. (SEE EXISTING TREE REMOVAL TABLE FOR SIZE AND QUANTITY OF REMOVED TREES)

NEW UNDERSTORY TREE

NEW CANOPY/STREET TREE

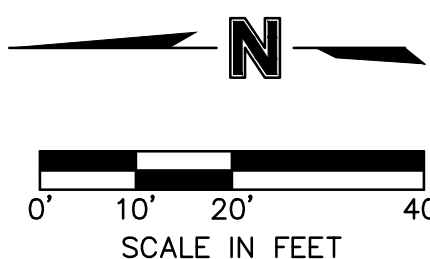
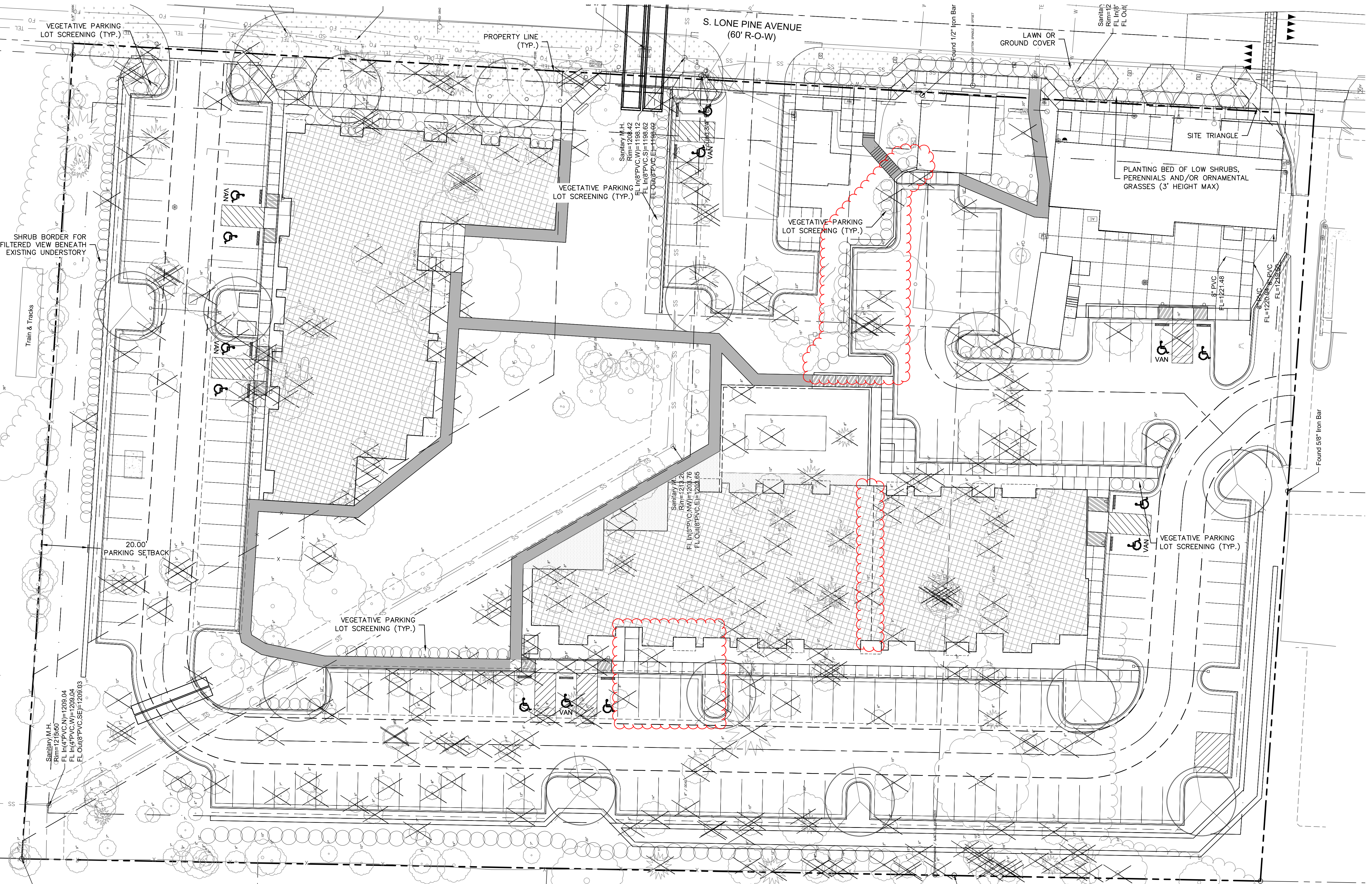
SHRUB

AREA RESERVED FOR PLANTING BED

Existing Tree Removal Table

Size	Number Removed
6"	46
7"	32
8"	31
9"	32
10"	34
11"	9
12"	31
13"	19
14"	5
15"	12
16"	10
17"	4
18"	4
20"	5
21"	1
22"	4
24"	4
28"	1
30"	2
38"	1
40"	1
42"	1
52"	1

389 EXISTING TREES ONSITE
287 EXISTING TREES REMOVED
102 EXISTING TREES TO REMAIN



olsson

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Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
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Olsson #020-0425

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PROJECT TEAM

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OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
417.890.8802

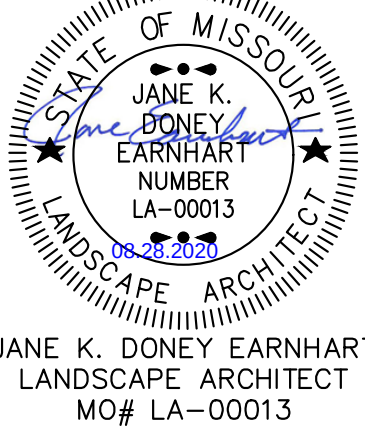
LANDSCAPE ARCHITECT
OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
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REVISIONS

NO.	DESCRIPTION	DATE

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 08.28.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL



PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE
PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3563 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

PRELIMINARY LANDSCAPE PLAN

C3.0

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OWNER
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PROJECT TEAM

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LANDSCAPE ARCHITECT
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[illegible]

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 07.06.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL



JANE K. DONEY EARNHART
LANDSCAPE ARCHITECT
MO# LA-00013

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PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE
PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

NOTES AND CALCULATIONS

SHEET

C3.1

[illegible]

PROJECT NO.: 20-000 DRAWN BY: RPJ
DATE: 07.06.2020 REVIEWED BY: JKE

PROFESSIONAL SEAL

BENCHMARKS:

BENCHMARK #1:
NORTHING=479704.7060
EASTING=1425046.9540
SQUARE CUT IN HEADWALL
ELEVATION=1208.38

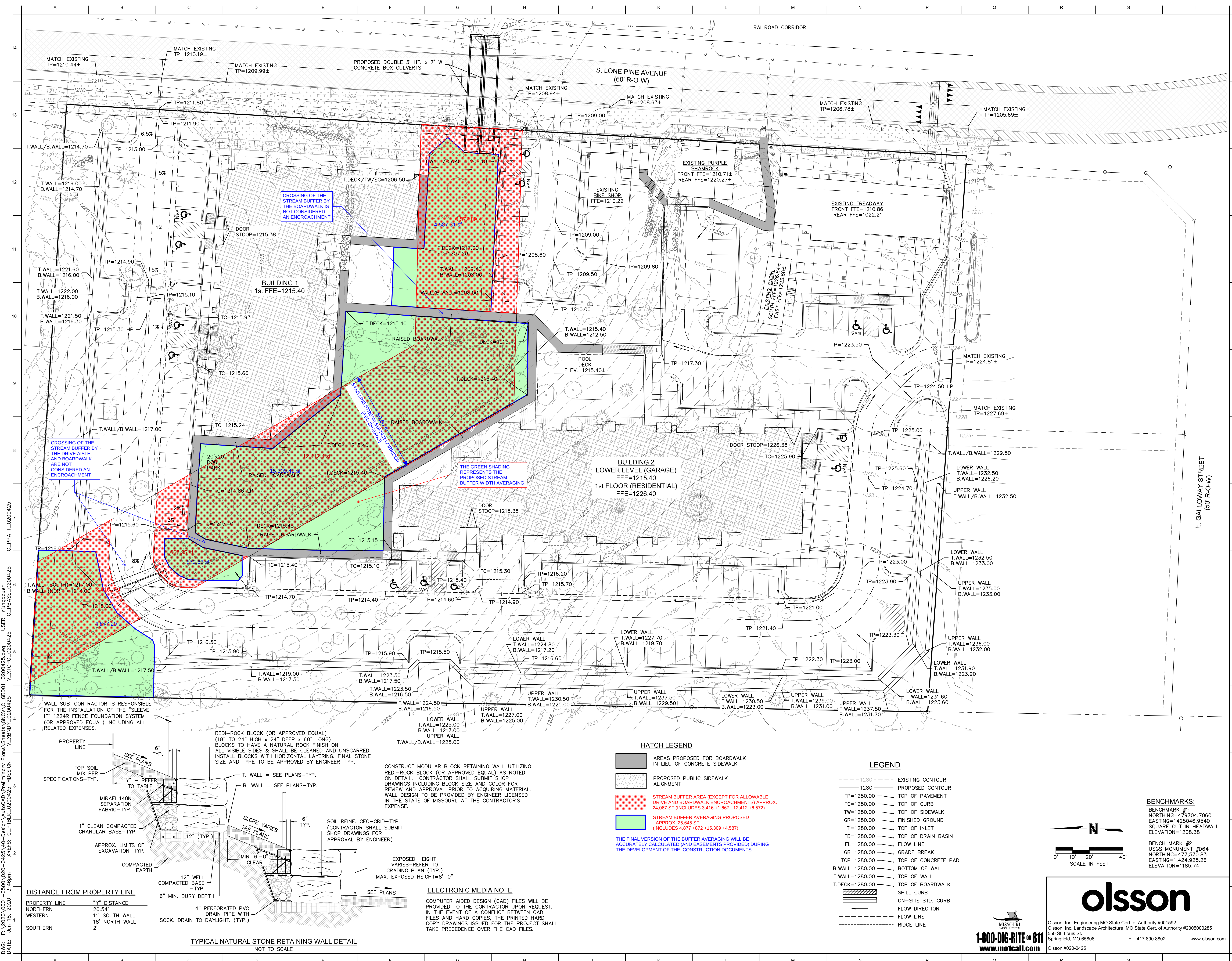
BENCH MARK #2
USGS MONUMENT #D64
NORTHING=477,570.83
EASTING=1,424,925.26
ELEVATION=1185.74

PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE
PINE & GALLOWAY

PROJECT ADDRESS:
3535, 3527, 3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

PRELIMINARY GRADING PLAN

C2.0





PROJECT TEAM

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GOVERNING CODES

CODE DATA

ACCESSORY USE GROUPS

BUILDING 1 (NORTH)	
TOTAL AREA 1ST FLOOR	11,797 S.F.
TOTAL AREA 2ND FLOOR	11,797 S.F.
TOTAL AREA 3RD FLOOR	7,541 S.F.
TOTAL AREA 4TH FLOOR	7,541 S.F.

FIRE PROTECTION

FIRE ALARMS	YES
EMERGENCY LIGHTING	YES

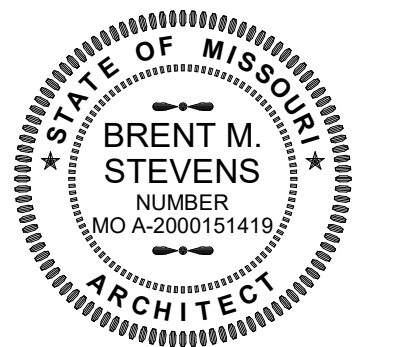
GENERAL BUILDING HEIGHT + AREA

ALLOWABLE AREA (TABLE 506.2) PER STORY	
TYPE CONSTRUCTION	5A
OCCUPANCY	R-2
SPRINKLER	S13R
ALLOWABLE AREA	12,000 SF
FRONTAGE INCREASE (12,000 X 0.75)	9,000 SF
TOTAL ALLOWABLE AREA	21,000 SF
ALLOWABLE HEIGHT	60 FEET
(TABLE 504.3)	
ALLOWABLE STORIES	4
ABOVE GRADE (TABLE 504.4)	

REVISIONS

[illegible]

PROJECT NO.: 18-018 DRAWN BY: BGB
DATE: 08.28.2020 REVIEWED BY: BMS

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PROJECT TITLE
ELEVATION DEVELOPMENT CO. LONE
PINE & GALLOWAY

PROJECT ADDRESS:
3535,3527,3521, AND 3503 S. LONE PINE AVE.
SPRINGFIELD, MISSOURI 65804

EXHIBIT 9 - RECREATIONAL SPACE

Elevation Development Co.
Lone Pine & Galloway
Site and Landscape Design Narrative

SITE DESIGN ASSUMPTIONS

Setback: Lone Pine is a Collector, which typically has a 60' r/w width. Measuring from the centerline, 30' + 25' = 55' setback from centerline

Stream Buffer: Jane Earnhart had a discussion with Julie Hawkins on 3/6/2020. Since the "stream" area has already been disturbed by the former installation of the public sanitary sewer main as well as the dam to create the pond, and no well-defined stream channel exists, the buffer was established by drawing a line parallel to and 7.5' south/west of the existing sanitary sewer line, and then offsetting this line 60' to the north/east. This creates a baseline area for a 60' stream buffer.

Pond Outlet: The existing pond overtops near the southeast portion of the pond but does not have a well-defined route toward the existing culvert under Lone Pine. We are proposing to slightly re-route this overflow. Once it is east the existing trees, we have shown it to be realigned as a swale toward the culvert. Following regrading of this area, we will install new trees that are tolerant of both wet and dry conditions. To better understand the existing outfall, walking the site is helpful.

Building FFE's:

Based on our initial calculations, the 100-yr WSE at the pond is 1213.4, and at the existing upstream end of the Lone Pine culvert the 100-yr WSE is 1211.2. The lowest FFE for Building 1 is 1217.0. The lowest FFE for Building 2 (garage level) is 1215.4 to achieve a 2' freeboard above the pond 100-yr WSE.

SITE DESIGN NARRATIVE

Public Street and Sidewalk:

Street – Earl Newman has had a great deal of coordination with Derrick Estell regarding the traffic analysis and roadway improvements. We have depicted the coordinated widening on the southern end of the site. The existing 24' wide street will widen to 34' over a 50 linear foot taper. The west side of Lone Pine Avenue will widen 6' and the east side will widen 4'. This has been coordinated to ensure the improvement is clear of the railroad corridor. No curb and gutter is required. It is our understanding that the Galloway Street Improvements and round-about will be constructed following this widening.

Sidewalk - To preserve as many trees as feasible along Lone Pine Avenue, we have shifted the alignment of the public sidewalk onto private property within the northern portion of the site. Not only will this preserve the trees, those walking on the sidewalk will feel safer further from the Lone Pine (especially when the quarry trucks are on the street). We acknowledge this is non-standard, and that it will require a sidewalk easement to be given by the developer to the City.

Stream Buffer - Encroachments and Mitigation:

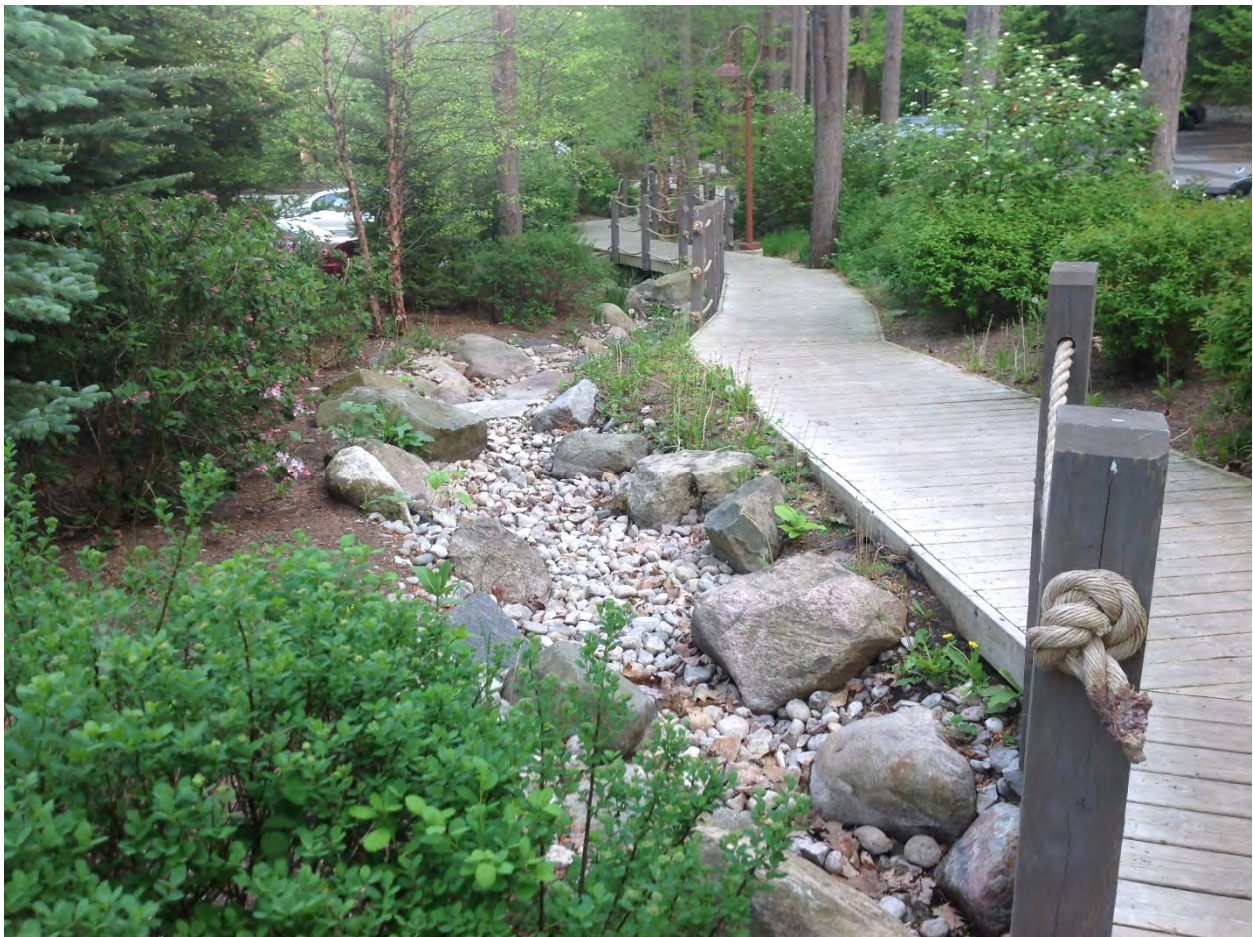
Please see the Stream Buffer Exhibit that illustrates the baseline 60' wide stream buffer in red, and the proposed buffer/mitigation area in green. The green area is intended to offset the square feet of site development encroachments (excluding the crossings of the buffer by the drive aisle, boardwalk and sidewalk). We also calculated the needed replacement trees on the planting plan. This quantity is subject to change as detailed engineering is finalized.

Retaining Walls:

Retaining walls are needed along the northern, western and southern boundaries for grading. We have followed the Galloway Guidelines for the height of and spacing between the walls (8' ht. max., and 6' between walls min.). A typical wall section is included on the grading plan to illustrate the intent of the height, spacing, material, etc.

Grading:

The engineering, landscape, and architectural staff have worked closely together for months to develop a layout that considers the storm water, stream buffer, trees on adjacent properties, Galloway Guideline, and proposed elements within the site. To minimize both land disturbance and retaining walls we have proposed raised decks/boardwalks within the central portion of the site in lieu of typical concrete sidewalk. Below are images of boardwalk examples. Our boardwalk T.Deck (top walking surface of deck) and B.Deck (finish grade below the deck) call-outs reflect this on the submittal.





Tree Removal & Tree Protection:

The site layout was developed to protect the neighboring trees as well as the trees within the steam buffer. We have depicted a proposed a non-standard public sidewalk location to protect trees along Lone Pine. The sidewalk will jog from public property to private property to work with the existing terrain and tree locations.

Many of the mitigation trees will be planted east of the existing pond (in the area that is currently open)

Landscape:

The final locations of all new plantings will evolve during the course of final design, and will be a part of the Final Development Plan. The planting plan calculations are as follows:

Buffer yards

- o North - no buffer yard requirement abutting PD 264
- o East - no buffer yard requirement abutting public street r/w and public railroad r/w
- o South - no buffer yard requirement abutting General Retail (GR)
- o West - Abutting R-SF - Bufferyard C Required Plantings per 100 Linear Feet
 - 1 Canopy Trees
 - 2 Understory Trees
 - 2 Evergreen Trees
 - 10 Shrubs

Required = 536 linear feet = 6 canopy trees, 11 understory trees, 11 evergreen trees, 54 shrubs

Parking Lot Perimeter Green

- o Along Lone Pine Avenue, per 100 linear feet:
 - 1 canopy tree
 - 1 understory tree
 - 1 evergreen or ornamental tree
 - 4 shrubs

Required = 108 linear feet of parking lot frontage = 2 canopy trees, 2 understory trees, 2 evergreen or ornamental trees, 5 shrubs

Parking Lot Interior Green

- o 5% of Vehicular surface area
Vehicular Area = 61,359 SF
Required 5% Interior Green = 3,068 SF, and 12 Canopy Trees

Parking Lot Headlight Screening

- o Parking abutting residential use shall have screening of not less than 4' height.
- o Screening may be a solid wall, solid wood fence, berm and/or evergreen hedge.
The proposed development will be lower in elevation than the neighboring properties, therefore the retaining wall will function as the headlight screening.

Apartment Development Tree Preservation

For tree area removed, a maximum of 7 trees (2" caliper) per acre is required for reforestation. Approximately 2+/- acres of tree clearing is expected, therefore 14+/- trees will be required to be planted.

PD Open Space Requirements

20% Open Space Require: Total site area 183,682 SF x 20% = 36,736 SF Required
Landscape Required per 500 SF of Required Open Space: 1 canopy tree and 6 shrubs
Required = 74 canopy trees and 441 shrubs

We are proposing to use as many native (or climate tolerant) species as possible. Below is a partial listing of our proposed plant species. This list will evolve over the course of final design, and the finalized version will be a part of the Final Development Plan.

Canopy Trees:

Gleditsia triacanthos var. 'inermis' - Skyline Thornless Honeylocust
Nyssa sylvatica 'Wildfire' - Wildfire Black Gum
Liriodendron tulipifera - Tulip tree
Quercus coccinea - Scarlet Oak
Quercus nigra - Water Oak
Ulmus Americana 'Princeton' - Princeton Elm
Cladrastis kentukea - Yellowwood

Understory trees:

Cercis canadensis 'Forest Pansy' - Redbud
Ostrya virginiana - Eastern Hophornbeam/ Ironwood
Amelachier arborea - Serviceberry
Chionanthus virginicus - Fringe Tree

Shrubs:

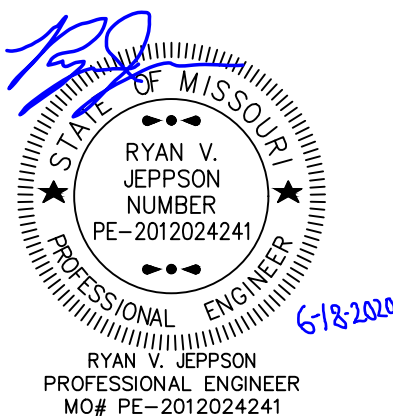
Illex glabra - Inkberry Holly
Illex verticillata - Winterberry
Physicarpus opulifolius - Ninebark
Rhus aromatica - Fragrant sumac
Itea virginica - Virginia Sweetspire

PLANNED DEVELOPMENT ENGINEER'S REPORT FOR ELEVATION DEVELOPMENT CO. LONE PINE AND GALLOWAY SPRINGFIELD, MISSOURI

Prepared for:

**ELEVATION DEVELOPMENT CO.
641 S. Pickwick Avenue
SPRINGFIELD, MISSOURI 65802
PHONE: 417-576-4124**

June 18, 2020



**Prepared By: Brett Mahan
Reviewed By: Ryan Jeppson, P.E.
Olsson, Inc.
550 St. Louis St.
Springfield, MO 65806
Missouri Engineering Certificate of Authority #001592**

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APPENDIX A – STORMWATER CALCULATIONS

INTRODUCTION:

The Developer is seeking to rezone four parcels of land located on the west side of Lone Pine Avenue just north of East Galloway Street. The subject properties are currently zoned R-SF, LB and GR and are proposed to be rezoned to a planned development that will support a mixed use. The lots will be conveyed under one owner, and a lot combination will be required pending the approval of the planned development. The following report discusses how design considerations for water, sanitary sewer, stormwater, and street improvements will be addressed

WATER SUPPLY SOURCE AND PROPOSED DISTRIBUTION:

The properties are currently serviced by a City Utilities water main located on the east side of Lone Pine Avenue. Water will be distributed onsite through separate domestic water and fire water lines. Both systems will be equipped with the required backflow devices and valves as required by the City of Springfield Building Department. The fire water distribution will be sized to accommodate the water demand needed for fire suppression as required by the City of Springfield Fire Department. There are no known water demand issues in the area.

SANITARY SEWER:

The project will discharge sanitary sewer to the City of Springfield sanitary sewer main located in an easement that crosses through the property. There are no known sewer capacity issues at this location.

STORMWATER RUNOFF:

Stormwater from approximately 80-acres drains to the northwest corner of the property. It then travels southeast to an existing pond located in the center of the northern most parcel. When the pond reaches capacity, it overtops to the east and flows to the existing 3'x4' box culvert that crosses beneath Lone Pine Avenue and discharges to the Galloway Creek floodplain. See Figure 1 for the offsite drainage area exhibit.

Development will be limited in the existing stream buffer located within the project boundary. Stormwater entering the site from the northwest will be intercepted by two 48" polypropylene culverts that will discharge to the existing pond. The existing 3'x4' box culvert will be replaced by two (2) 3'x7' RCB culverts that will convey stormwater more efficiently beneath Lone Pine Avenue to the east. Due to the project's proximity to the Galloway Creek floodplain, additional stormwater detention will not be provided. This will allow stormwater runoff from the site to move downstream before Galloway Creek reaches peak flow rates in the vicinity. Stormwater calculations for the 100-year storm event are provided in Appendix A. See Figure 2 for post development drainage area exhibit.

TABLE 1. CULVERT PEAK FLOW RATES

	100-YR (CFS)	25-YR (CFS)
NORTHWEST CULVERT	188	121
LONE PINE AVE CULVERT	206	133

STORM WATER QUALITY TREATMENT:

Underground stormwater chambers, along with the preservation of the existing stream buffer will be used to treat stormwater runoff from the new development. Stormwater runoff will be collected by three separate underground stormwater chambers that will filter trash and debris prior to discharging into the stream buffer. The water quality treatment volume calculations for each drainage area is provide on the following pages. See Figure 2 for drainage area boundaries and underground water quality chamber locations.

Water Quality Volume Calculation Worksheet

Short Cut Method (Claytor and Schueler, 1996)

Date: 04/16/2020

Project Name: **GALLOWAY & LONE PINE DA 10**

Description: **Water Quality Volume**

$$WQV (ft^3) = (P/12)(R_v)(A*43,560)$$

Where

P = rainfall depth = 1 inch

R_v = volumetric runoff coefficient = $0.05 + 0.009I$

I = percent impervious cover (in percent, e.g. 80% = 80)

A = total site area in acres

P=	1 inch
A=	0.97 acres
Impervious Area=	0.68 acres
I=	70 %
R_v =	0.68

WQV=	2394 cubic feet
WQV=	0.05 ac-ft

Water Quality Volume Calculation Worksheet**Short Cut Method (Claytor and Schueler, 1996)****Date: 04/16/2020****Project Name: GALLOWAY & LONE PINE DA 20****Description: Water Quality Volume**

$$WQV (ft^3) = (P/12)(R_v)(A*43,560)$$

Where**P = rainfall depth = 1 inch** **R_v = volumetric runoff coefficient = $0.05 + 0.009I$** **I = percent impervious cover (in percent, e.g. 80% = 80)****A = total site area in acres**

P= 1 inch
A= 1.03 acres
Impervious Area= 0.76 acres
I= 74 %
 R_v = 0.7142

WQV=	2670 cubic feet
WQV=	0.06 ac-ft

Water Quality Volume Calculation Worksheet
Short Cut Method (Claytor and Schueler, 1996)
Date: 04/16/2020

Project Name: GALLOWAY & LONE PINE DA 30
Description: Water Quality Volume

$$WQV (ft^3) = (P/12)(R_v)(A*43,560)$$

Where

P = rainfall depth = 1 inch

R_v = volumetric runoff coefficient = $0.05 + 0.009I$

I = percent impervious cover (in percent, e.g. 80% = 80)

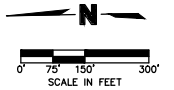
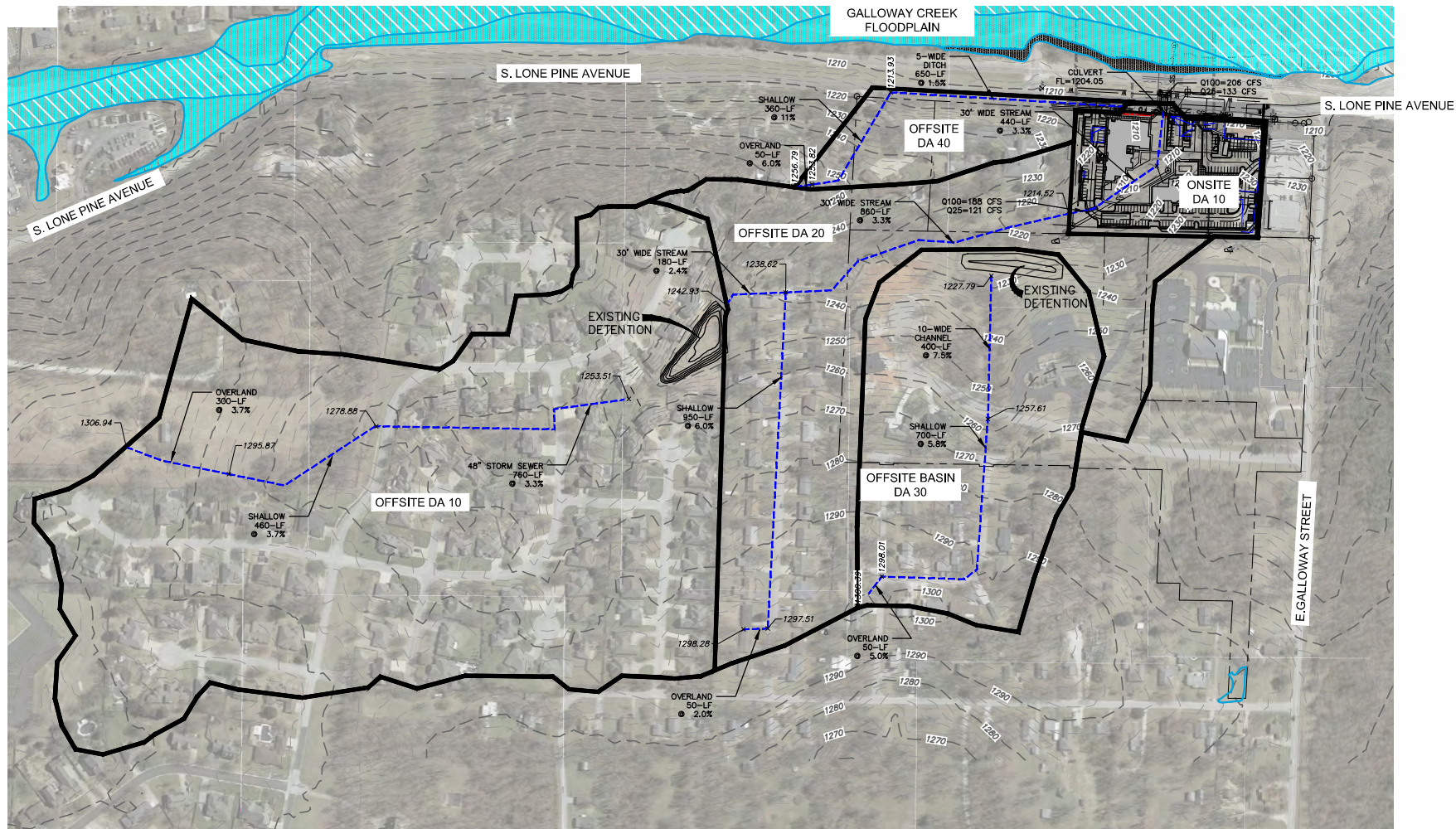
A = total site area in acres

P= 1 inch
A= 1.57 acres
Impervious Area= 1.18 acres
I= 75 %
 R_v = 0.725

WQV=	4132 cubic feet
WQV=	0.09 ac-ft

PUBLIC STREET IMPROVEMENTS

See Preliminary Site Plan for existing and proposed sidewalk connections and driveway locations. Additional right-of-way will be required along the property frontage of Lone Pine Avenue.



LEGEND

- DRAINAGE AREA BOUNDARY
- TIME OF CONCENTRATION PATH
- FEMA 100-YR FLOODPLAIN
- FEMA DESIGNATED FLOODWAY

SUMMARY TABLE

SUBBASIN	AREA (AC)	CN	TC (MIN.)
OFFSITE DA 10	43.65	80	20.0
OFFSITE DA 20	20.30	79	9.7
OFFSITE DA 30	13.92	78	6.0
OFFSITE BASIN DA 40	3.77	87	7.2
ONSITE 10	4.23	92	5.0

PROJECT NO: 020-0425

DRAWN BY: RVJ

DATE: 04/27/2020

OFFSITE DRAINAGE AREA EXHIBIT

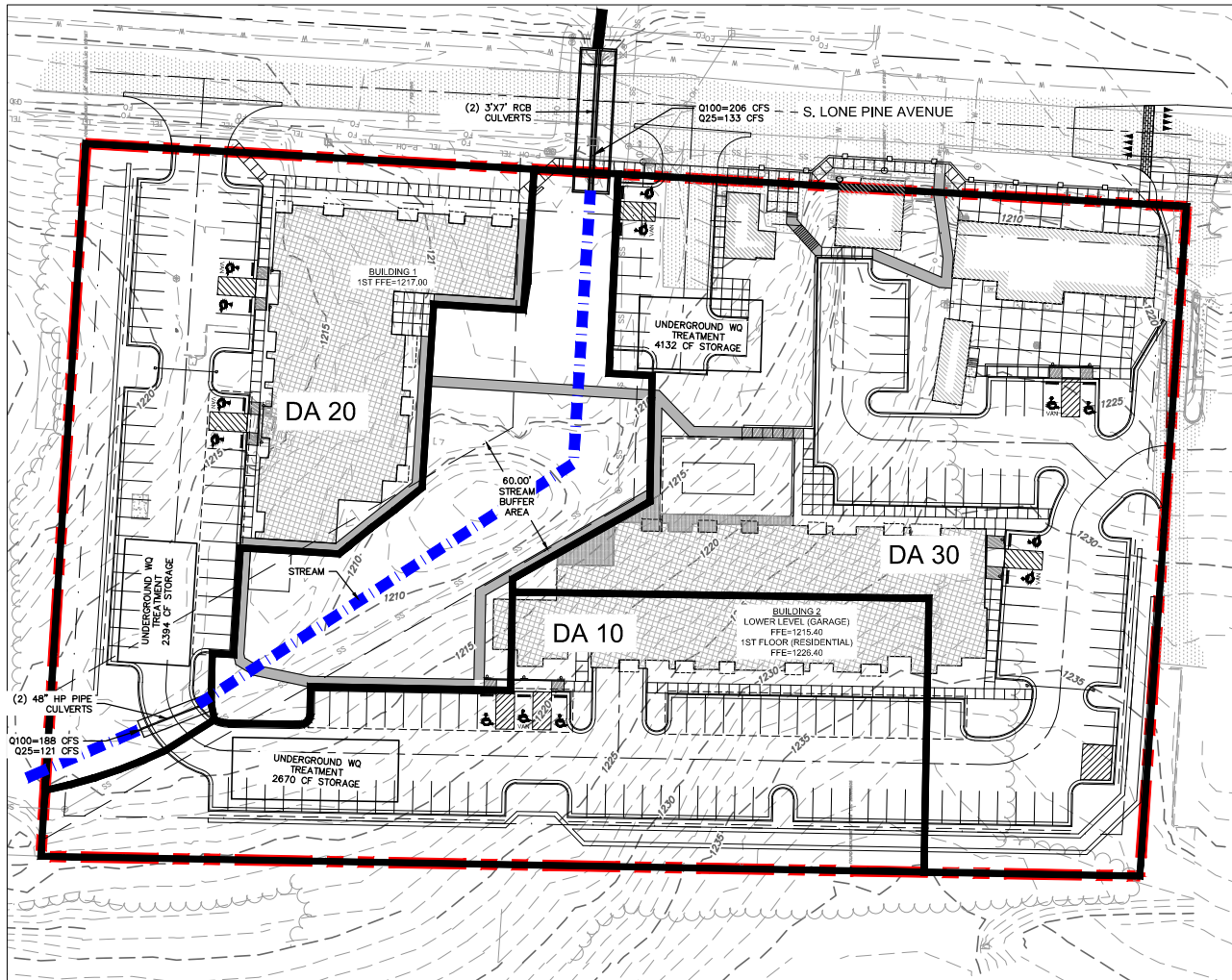
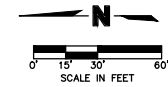
132 of 178

olsson

550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802

FIGURE

1



LEGEND

- PROJECT BOUNDARY
- DRAINAGE AREA BOUNDARY
- STREAM FLOW PATH

PRE-DEVELOPMENT SUMMARY TABLE

SUBBASIN	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)
DA 10	0.00	0.97
DA 20	0.08	0.95
DA 30	0.59	0.98
DA 40	0.00	0.58

POST-DEVELOPMENT SUMMARY TABLE

SUBBASIN	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)
DA 10	0.68	0.29
DA 20	0.76	0.28
DA 30	1.18	0.40
DA 40	0.06	0.51

PROJECT NO: 020-0425

DRAWN BY: RVJ

DATE: 06/18/2020

ONSITE POST DEVELOPMENT DRAINAGE AREA EXHIBIT

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TEL 417.890.8802

FIGURE

2



NOT TO SCALE

PROJECT NO: 020-0425

DRAWN BY: BMM

DATE: 04/27/2020

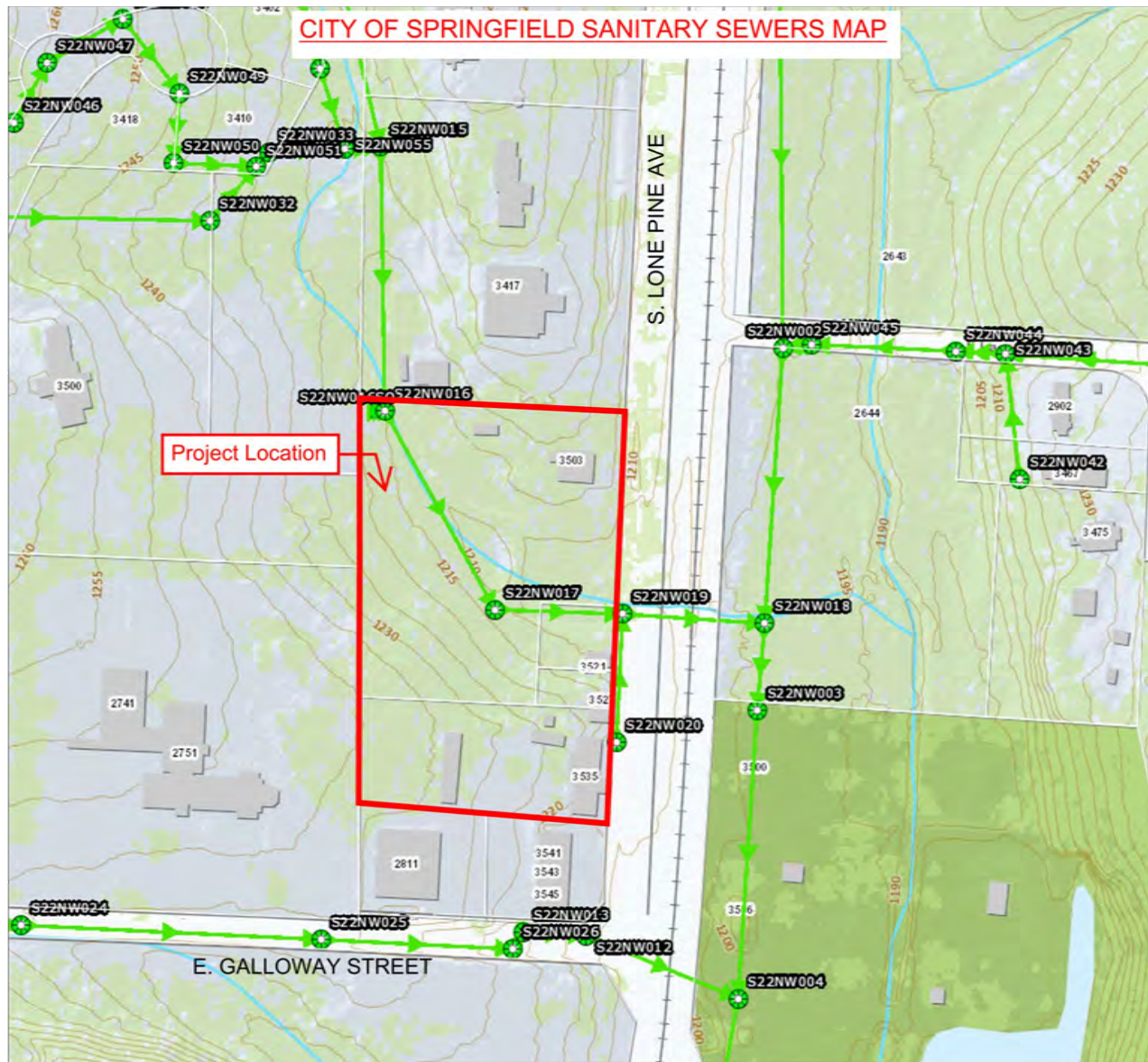
CITY OF SPRINGFIELD STREAM BUFFER EXHIBIT

olsson

550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802

FIGURE

3



PROJECT NO: 020-0425

DRAWN BY: BMM

DATE: 04/27/2020

CITY OF SPRINGFIELD SANITARY SEWER EXHIBIT

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550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802

FIGURE

4

APPENDIX A

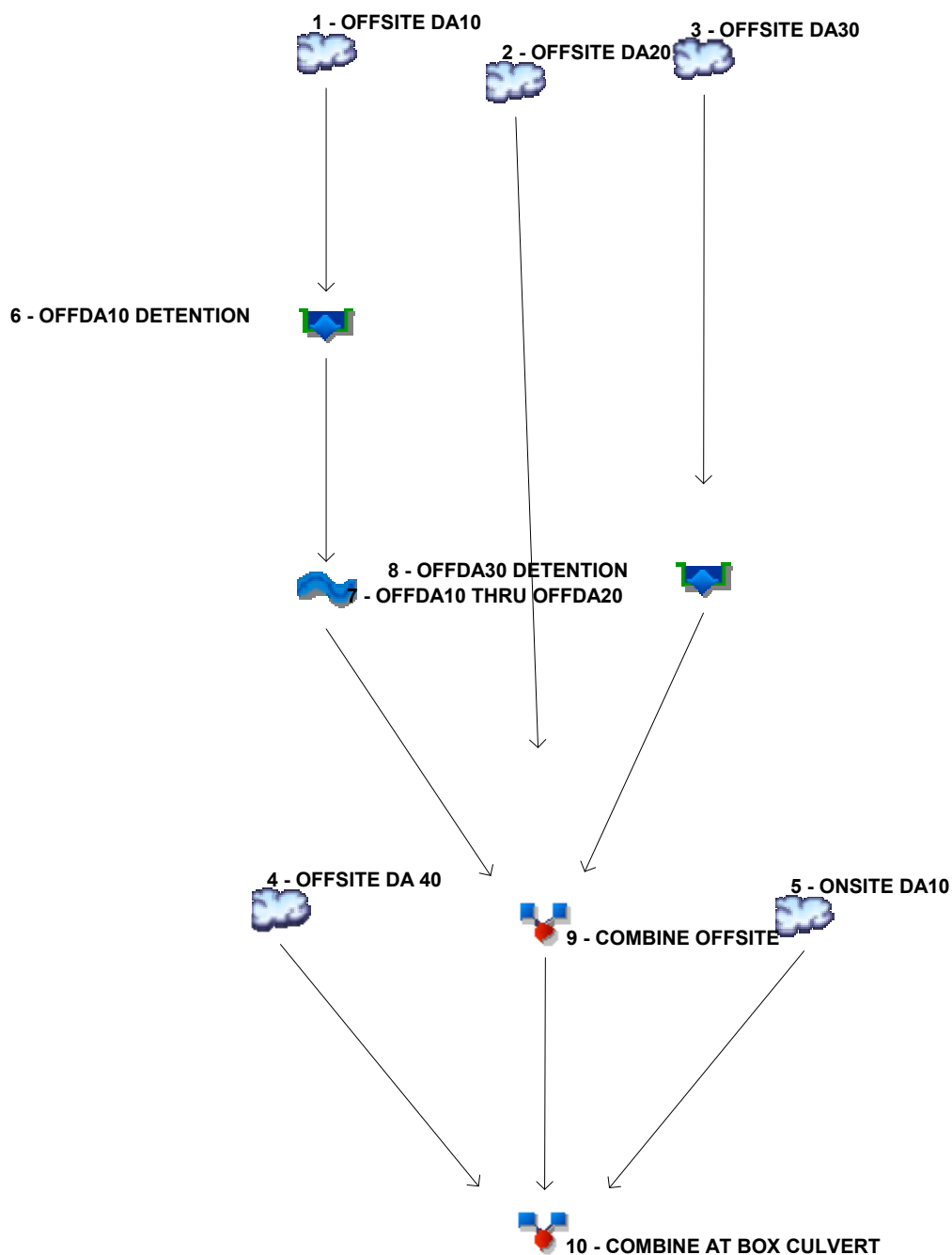
STORMWATER CALCULATIONS

Hydrology Calculations

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Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020



Legend

Hyd.	Origin	Description
1	SCS Runoff	OFFSITE DA10
2	SCS Runoff	OFFSITE DA20
3	SCS Runoff	OFFSITE DA30
4	SCS Runoff	OFFSITE DA 40
5	SCS Runoff	ONSITE DA10
6	Reservoir	OFFDA10 DETENTION
7	Reach	OFFDA10 THRU OFFDA20
8	Reservoir	OFFDA30 DETENTION
9	Combine	COMBINE OFFSITE
10	Combine	COMBINE AT BOX CULVERT

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	134.84	2	28	302,671	-----	-----	-----	OFFSITE DA10
2	SCS Runoff	73.72	2	18	135,176	-----	-----	-----	OFFSITE DA20
3	SCS Runoff	46.55	2	16	83,388	-----	-----	-----	OFFSITE DA30
4	SCS Runoff	19.93	2	16	34,080	-----	-----	-----	OFFSITE DA 40
5	SCS Runoff	28.83	2	10	41,950	-----	-----	-----	ONSITE DA10
6	Reservoir	127.53	2	32	302,666	1	1246.88	48,851	OFFDA10 DETENTION
7	Reach	124.11	2	36	302,625	6	-----	-----	OFFDA10 THRU OFFDA20
8	Reservoir	30.17	2	26	83,386	3	1225.81	19,911	OFFDA30 DETENTION
9	Combine	188.24	2	32	521,187	2, 7, 8	-----	-----	COMBINE OFFSITE
10	Combine	206.24	2	32	597,218	4, 5, 9	-----	-----	COMBINE AT BOX CULVERT
Galloway Hydrographs-1hr.gpw					Return Period 100 Year			Thursday, 04 / 23 / 2020	

Hydrograph Report

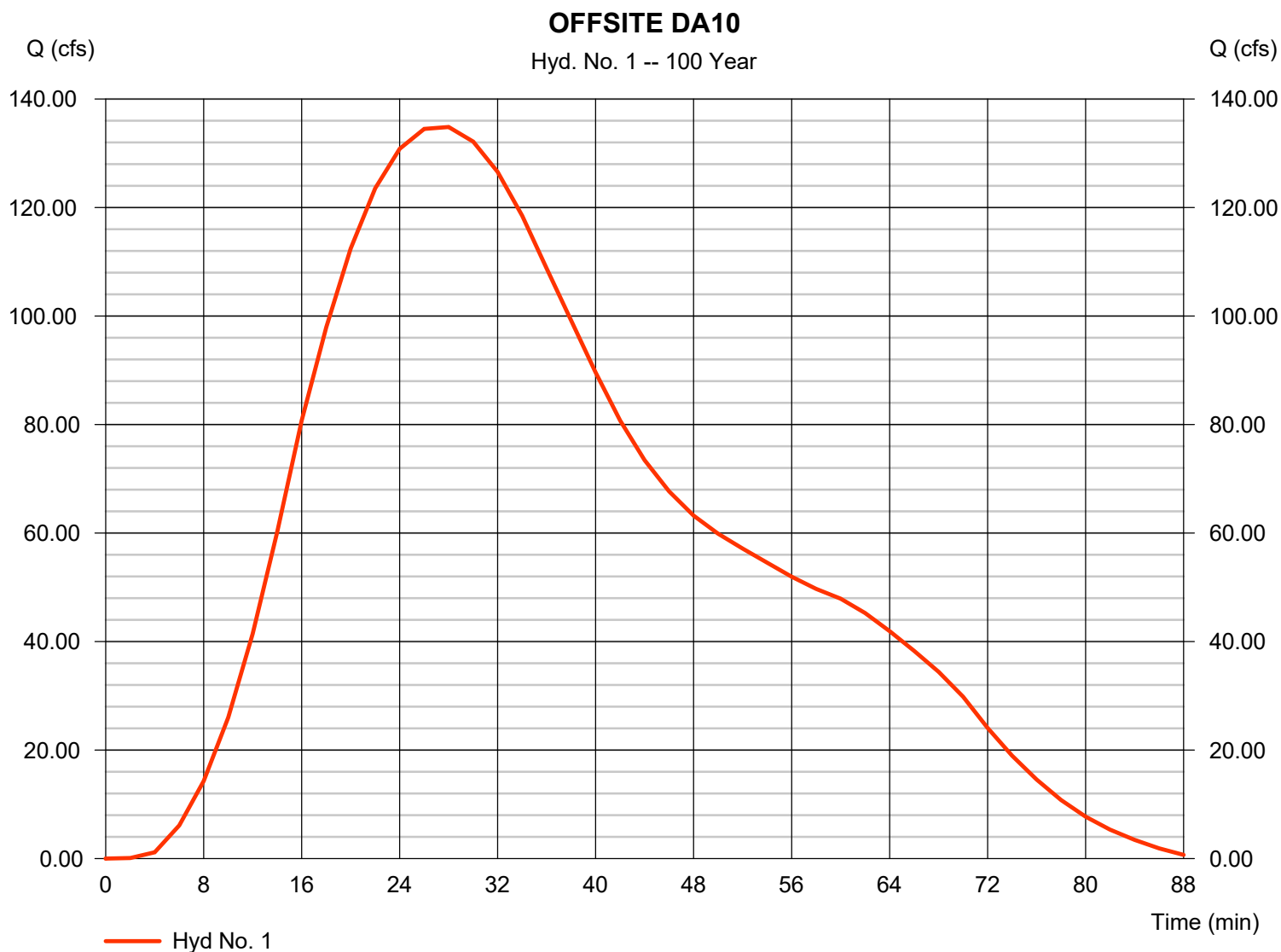
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Thursday, 04 / 23 / 2020

Hyd. No. 1

OFFSITE DA10

Hydrograph type	= SCS Runoff	Peak discharge	= 134.84 cfs
Storm frequency	= 100 yrs	Time to peak	= 28 min
Time interval	= 2 min	Hyd. volume	= 302,671 cuft
Drainage area	= 43.650 ac	Curve number	= 80
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 20.00 min
Total precip.	= 3.84 in	Distribution	= Huff-1st
Storm duration	= 1.00 hrs	Shape factor	= 484



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Hyd. No. 1

OFFSITE DA10

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>			
Sheet Flow							
Manning's n-value	= 0.150	0.011	0.011				
Flow length (ft)	= 300.0	0.0	0.0				
Two-year 24-hr precip. (in)	= 3.77	0.00	0.00				
Land slope (%)	= 3.70	0.00	0.00				
Travel Time (min)	= 17.00	+	0.00	+	0.00	=	17.00
Shallow Concentrated Flow							
Flow length (ft)	= 460.00	0.00	0.00				
Watercourse slope (%)	= 3.70	0.00	0.00				
Surface description	= Unpaved	Paved	Paved				
Average velocity (ft/s)	=3.10	0.00	0.00				
Travel Time (min)	= 2.47	+	0.00	+	0.00	=	2.47
Channel Flow							
X sectional flow area (sqft)	= 12.57	0.00	0.00				
Wetted perimeter (ft)	= 10.00	0.00	0.00				
Channel slope (%)	= 3.30	0.00	0.00				
Manning's n-value	= 0.013	0.015	0.015				
Velocity (ft/s)	=24.27	0.00	0.00				
Flow length (ft)	((0})760.0	0.0	0.0				
Travel Time (min)	= 0.52	+	0.00	+	0.00	=	0.52
Total Travel Time, Tc				20.00 min			

Hydrograph Report

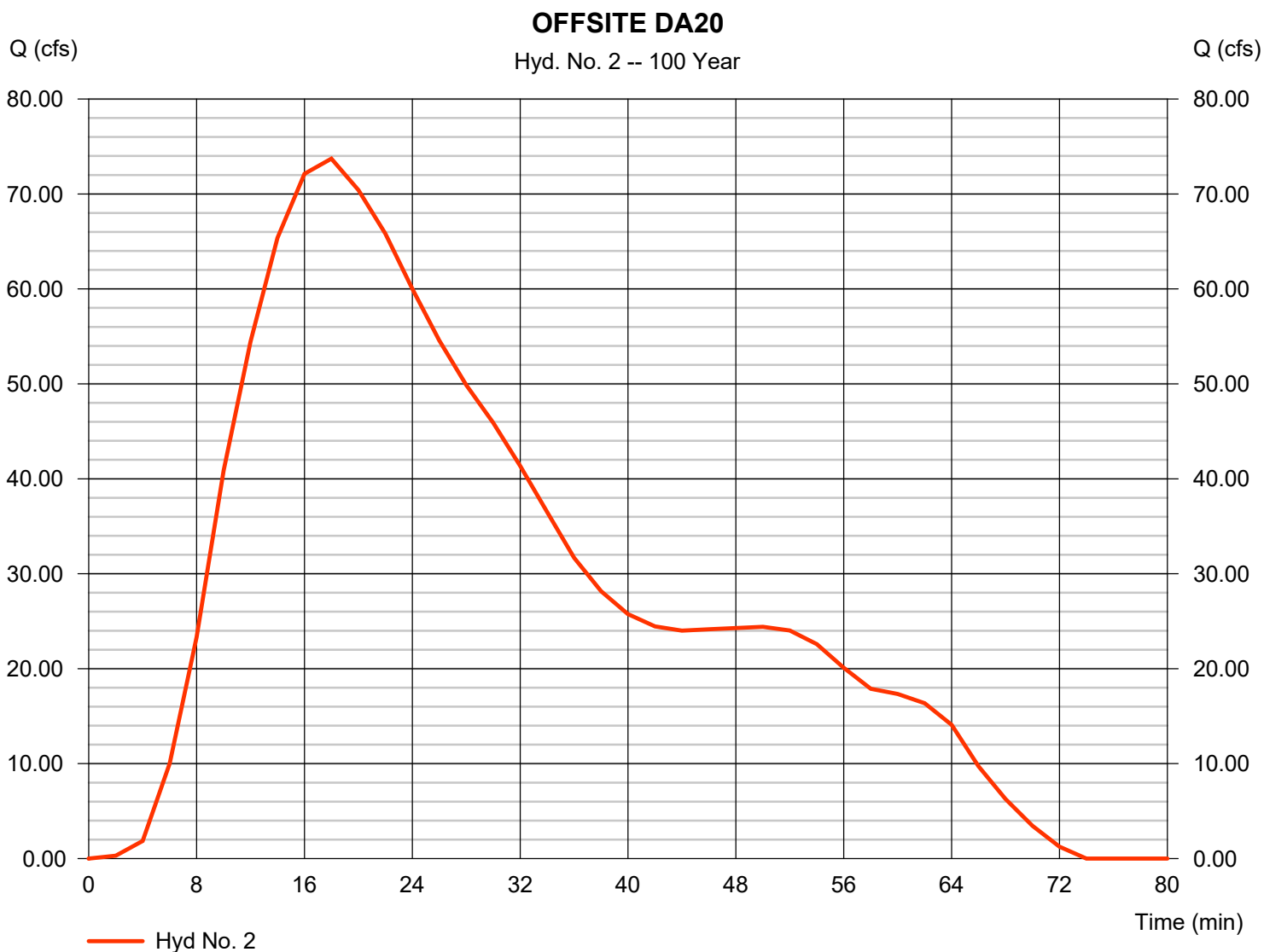
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Thursday, 04 / 23 / 2020

Hyd. No. 2

OFFSITE DA20

Hydrograph type	= SCS Runoff	Peak discharge	= 73.72 cfs
Storm frequency	= 100 yrs	Time to peak	= 18 min
Time interval	= 2 min	Hyd. volume	= 135,176 cuft
Drainage area	= 20.300 ac	Curve number	= 79
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 9.70 min
Total precip.	= 3.84 in	Distribution	= Huff-1st
Storm duration	= 1.00 hrs	Shape factor	= 484



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Hyd. No. 2

OFFSITE DA20

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.150	0.011	0.011	
Flow length (ft)	= 50.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 3.77	0.00	0.00	
Land slope (%)	= 2.00	0.00	0.00	
Travel Time (min)	= 5.18	+	0.00	+
			0.00	= 5.18
Shallow Concentrated Flow				
Flow length (ft)	= 950.00	0.00	0.00	
Watercourse slope (%)	= 6.00	0.00	0.00	
Surface description	= Paved	Paved	Paved	
Average velocity (ft/s)	=4.98	0.00	0.00	
Travel Time (min)	= 3.18	+	0.00	+
			0.00	= 3.18
Channel Flow				
X sectional flow area (sqft)	= 40.32	0.00	0.00	
Wetted perimeter (ft)	= 37.59	0.00	0.00	
Channel slope (%)	= 3.30	0.00	0.00	
Manning's n-value	= 0.035	0.015	0.015	
Velocity (ft/s)	=8.11	0.00	0.00	
Flow length (ft)	({})650.0	0.0	0.0	
Travel Time (min)	= 1.34	+	0.00	+
			0.00	= 1.34
Total Travel Time, Tc				9.70 min

Hydrograph Report

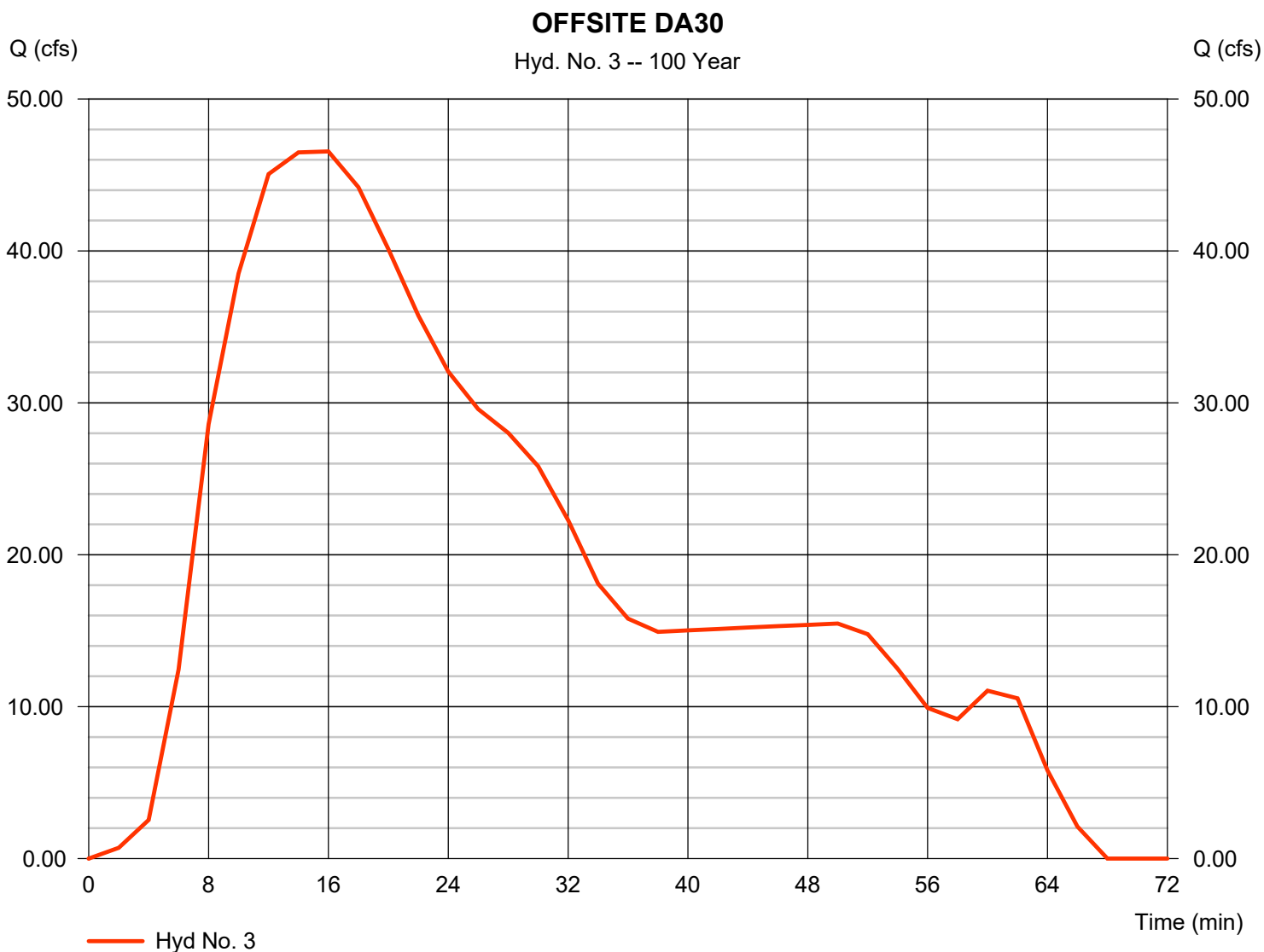
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Thursday, 04 / 23 / 2020

Hyd. No. 3

OFFSITE DA30

Hydrograph type	= SCS Runoff	Peak discharge	= 46.55 cfs
Storm frequency	= 100 yrs	Time to peak	= 16 min
Time interval	= 2 min	Hyd. volume	= 83,388 cuft
Drainage area	= 13.920 ac	Curve number	= 78
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 6.00 min
Total precip.	= 3.84 in	Distribution	= Huff-1st
Storm duration	= 1.00 hrs	Shape factor	= 484



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Hyd. No. 3

OFFSITE DA30

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.150	0.011	0.011	
Flow length (ft)	= 50.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 3.77	0.00	0.00	
Land slope (%)	= 5.00	0.00	0.00	
Travel Time (min)	= 3.59	+	0.00	+
			0.00	= 3.59
Shallow Concentrated Flow				
Flow length (ft)	= 700.00	0.00	0.00	
Watercourse slope (%)	= 5.80	0.00	0.00	
Surface description	= Paved	Paved	Paved	
Average velocity (ft/s)	=4.90	0.00	0.00	
Travel Time (min)	= 2.38	+	0.00	+
			0.00	= 2.38
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	(0)0.0	0.0	0.0	
Travel Time (min)	= 0.00	+	0.00	+
			0.00	= 0.00
Total Travel Time, Tc				6.00 min

Hydrograph Report

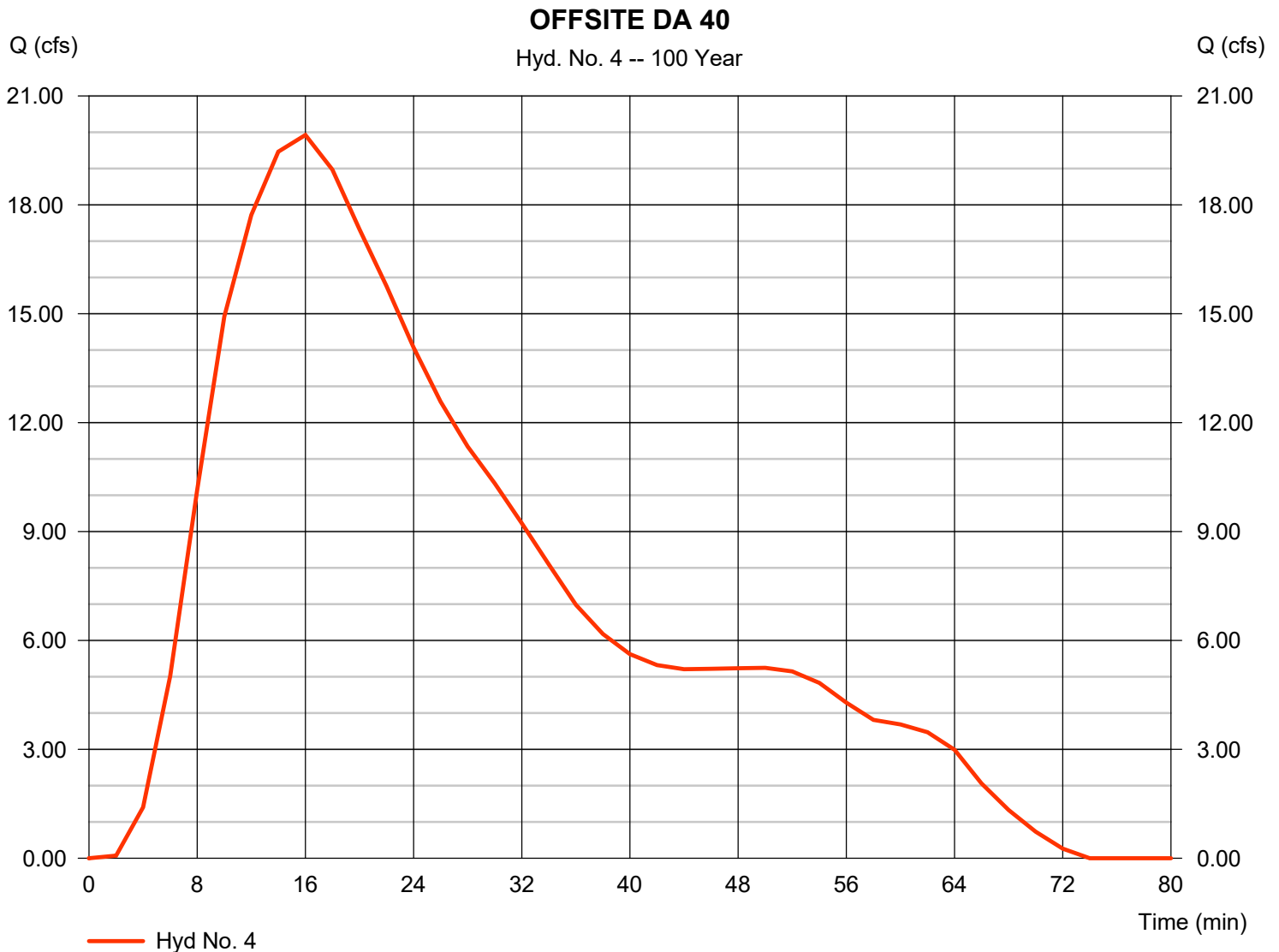
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Thursday, 04 / 23 / 2020

Hyd. No. 4

OFFSITE DA 40

Hydrograph type	= SCS Runoff	Peak discharge	= 19.93 cfs
Storm frequency	= 100 yrs	Time to peak	= 16 min
Time interval	= 2 min	Hyd. volume	= 34,080 cuft
Drainage area	= 3.770 ac	Curve number	= 87
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 7.20 min
Total precip.	= 3.84 in	Distribution	= Huff-1st
Storm duration	= 1.00 hrs	Shape factor	= 484



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Hyd. No. 4

OFFSITE DA 40

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>			
Sheet Flow							
Manning's n-value	= 0.150	0.011	0.011				
Flow length (ft)	= 50.0	0.0	0.0				
Two-year 24-hr precip. (in)	= 3.77	0.00	0.00				
Land slope (%)	= 6.00	0.00	0.00				
Travel Time (min)	= 3.34	+	0.00	+	0.00	=	3.34
Shallow Concentrated Flow							
Flow length (ft)	= 360.00	0.00	0.00				
Watercourse slope (%)	= 11.00	0.00	0.00				
Surface description	= Unpaved	Paved	Paved				
Average velocity (ft/s)	=5.35	0.00	0.00				
Travel Time (min)	= 1.12	+	0.00	+	0.00	=	1.12
Channel Flow							
X sectional flow area (sqft)	= 6.93	0.00	0.00				
Wetted perimeter (ft)	= 10.69	0.00	0.00				
Channel slope (%)	= 1.50	0.00	0.00				
Manning's n-value	= 0.035	0.015	0.015				
Velocity (ft/s)	=3.90	0.00	0.00				
Flow length (ft)	({0})650.0	0.0	0.0				
Travel Time (min)	= 2.78	+	0.00	+	0.00	=	2.78
Total Travel Time, Tc				7.20 min			

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

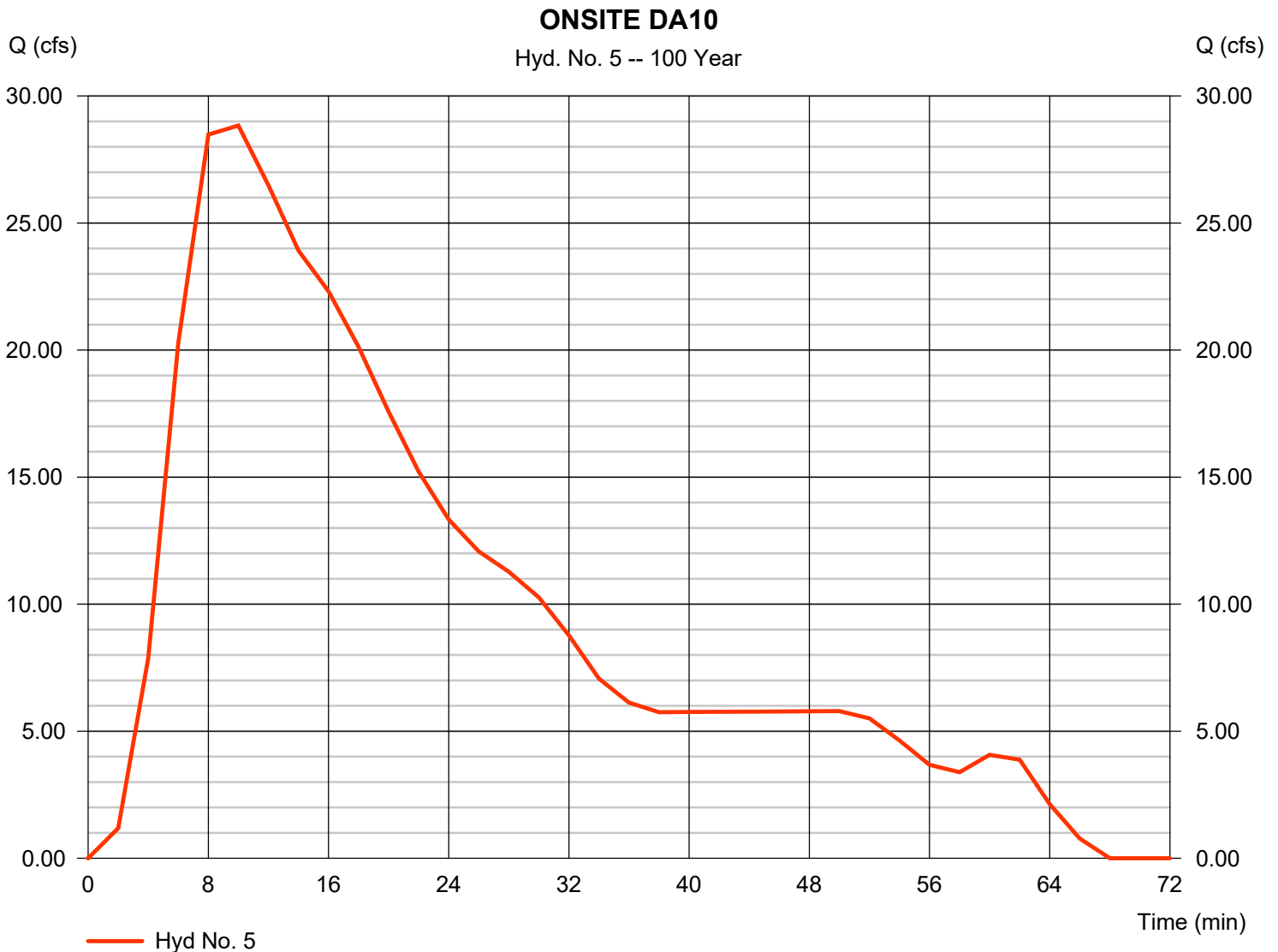
Thursday, 04 / 23 / 2020

Hyd. No. 5

ONSITE DA10

Hydrograph type	= SCS Runoff	Peak discharge	= 28.83 cfs
Storm frequency	= 100 yrs	Time to peak	= 10 min
Time interval	= 2 min	Hyd. volume	= 41,950 cuft
Drainage area	= 4.160 ac	Curve number	= 92*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 3.84 in	Distribution	= Huff-1st
Storm duration	= 1.00 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(2.680 \times 98) + (1.480 \times 80)] / 4.160$



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

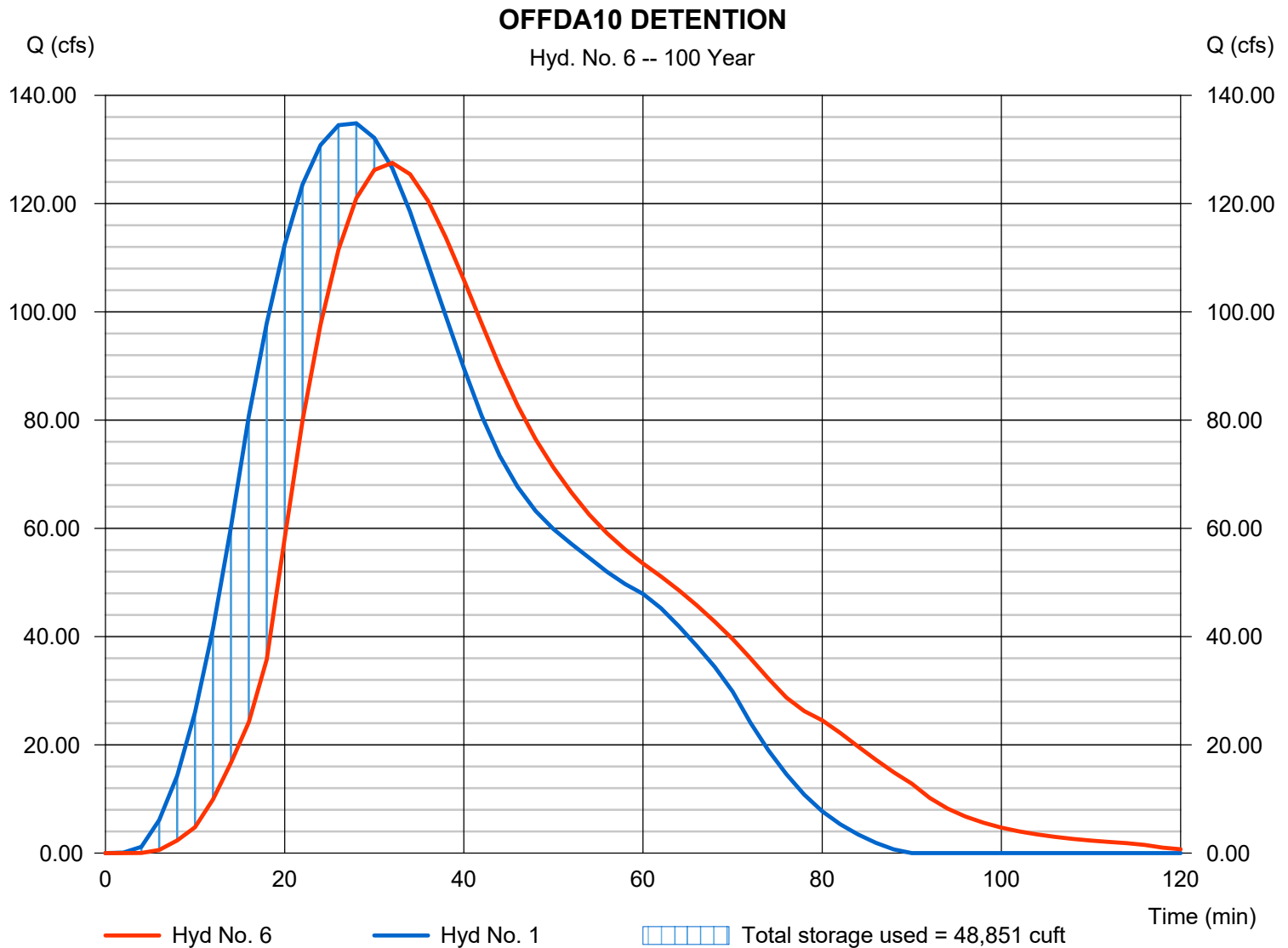
Thursday, 04 / 23 / 2020

Hyd. No. 6

OFFDA10 DETENTION

Hydrograph type	= Reservoir	Peak discharge	= 127.53 cfs
Storm frequency	= 100 yrs	Time to peak	= 32 min
Time interval	= 2 min	Hyd. volume	= 302,666 cuft
Inflow hyd. No.	= 1 - OFFSITE DA10	Max. Elevation	= 1246.88 ft
Reservoir name	= OFFDA 10 POND	Max. Storage	= 48,851 cuft

Storage Indication method used.



Pond No. 1 - OFFDA 10 POND

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 1242.50 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	1242.50	00	0	0
0.50	1243.00	5,000	833	833
1.50	1244.00	10,073	7,389	8,222
2.50	1245.00	12,930	11,471	19,693
3.50	1246.00	15,789	14,334	34,027
4.50	1247.00	17,985	16,873	50,901
5.50	1248.00	20,244	19,101	70,002

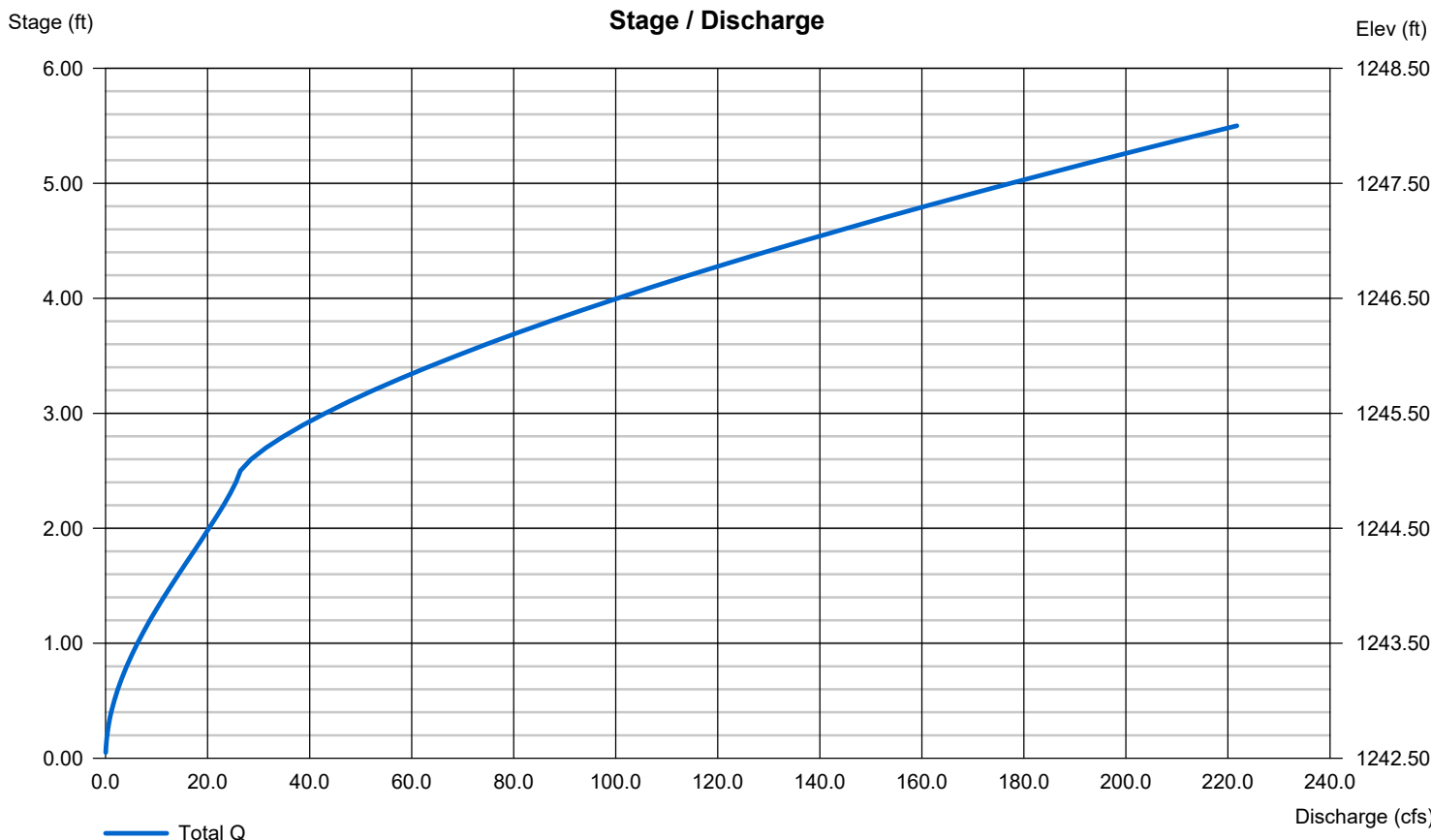
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	0.00	0.00	0.00
Span (in)	= 30.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 1242.50	0.00	0.00	0.00
Length (ft)	= 100.00	0.00	0.00	0.00
Slope (%)	= 2.00	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 10.00	0.00	0.00	0.00
Crest El. (ft)	= 1245.00	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Rect	---	---	---
Multi-Stage	= No	No	No	No
Exfil.(in/hr)	= 0.000 (by Wet area)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

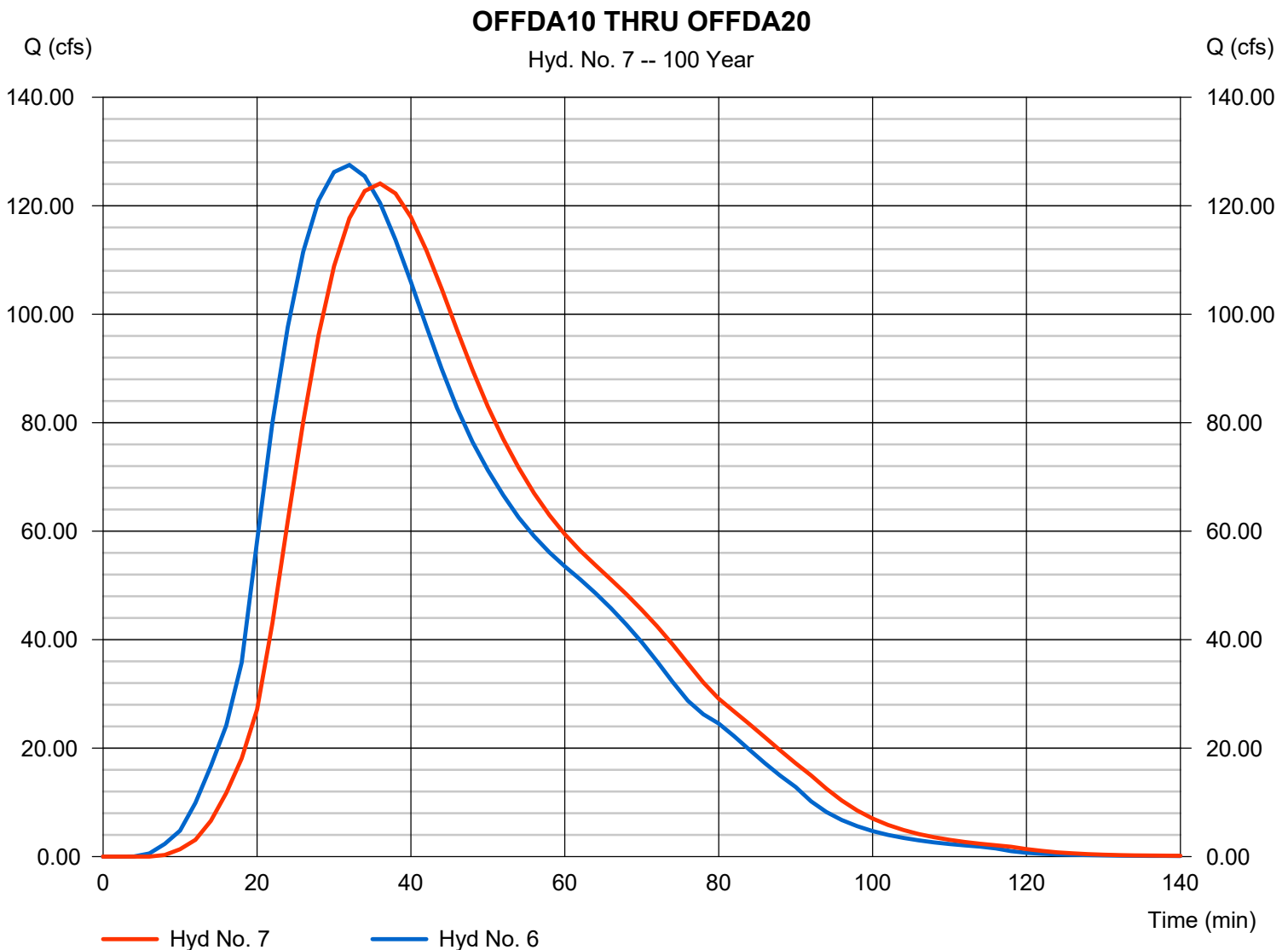
Thursday, 04 / 23 / 2020

Hyd. No. 7

OFFDA10 THRU OFFDA20

Hydrograph type	= Reach	Peak discharge	= 124.11 cfs
Storm frequency	= 100 yrs	Time to peak	= 36 min
Time interval	= 2 min	Hyd. volume	= 302,625 cuft
Inflow hyd. No.	= 6 - OFFDA10 DETENTION	Section type	= Trapezoidal
Reach length	= 1040.0 ft	Channel slope	= 3.0 %
Manning's n	= 0.035	Bottom width	= 30.0 ft
Side slope	= 3.0:1	Max. depth	= 3.0 ft
Rating curve x	= 0.763	Rating curve m	= 1.480
Ave. velocity	= 4.02 ft/s	Routing coeff.	= 0.5107

Modified Att-Kin routing method used.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

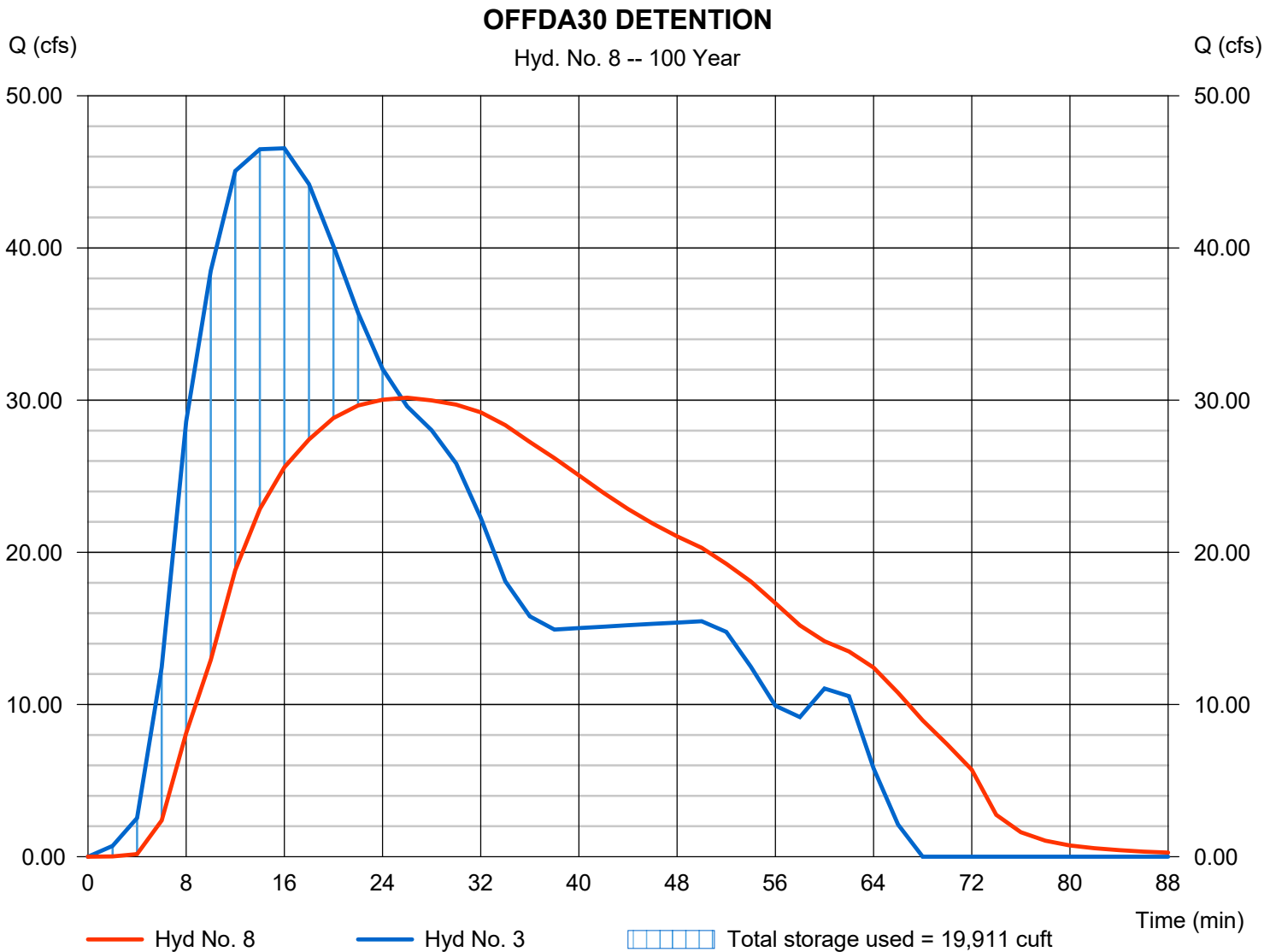
Thursday, 04 / 23 / 2020

Hyd. No. 8

OFFDA30 DETENTION

Hydrograph type	= Reservoir	Peak discharge	= 30.17 cfs
Storm frequency	= 100 yrs	Time to peak	= 26 min
Time interval	= 2 min	Hyd. volume	= 83,386 cuft
Inflow hyd. No.	= 3 - OFFSITE DA30	Max. Elevation	= 1225.81 ft
Reservoir name	= OFFDA 30 POND	Max. Storage	= 19,911 cuft

Storage Indication method used.



Pond No. 2 - OFFDA 30 POND

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Beginning Elevation = 1223.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	1223.00	00	0	0
1.00	1224.00	4,935	1,645	1,645
2.00	1225.00	11,193	7,853	9,497
3.00	1226.00	14,748	12,928	22,426
4.00	1227.00	18,809	16,736	39,162
5.00	1228.00	23,061	20,897	60,058
6.00	1229.00	27,493	25,242	85,300
7.00	1230.00	32,129	29,778	115,078

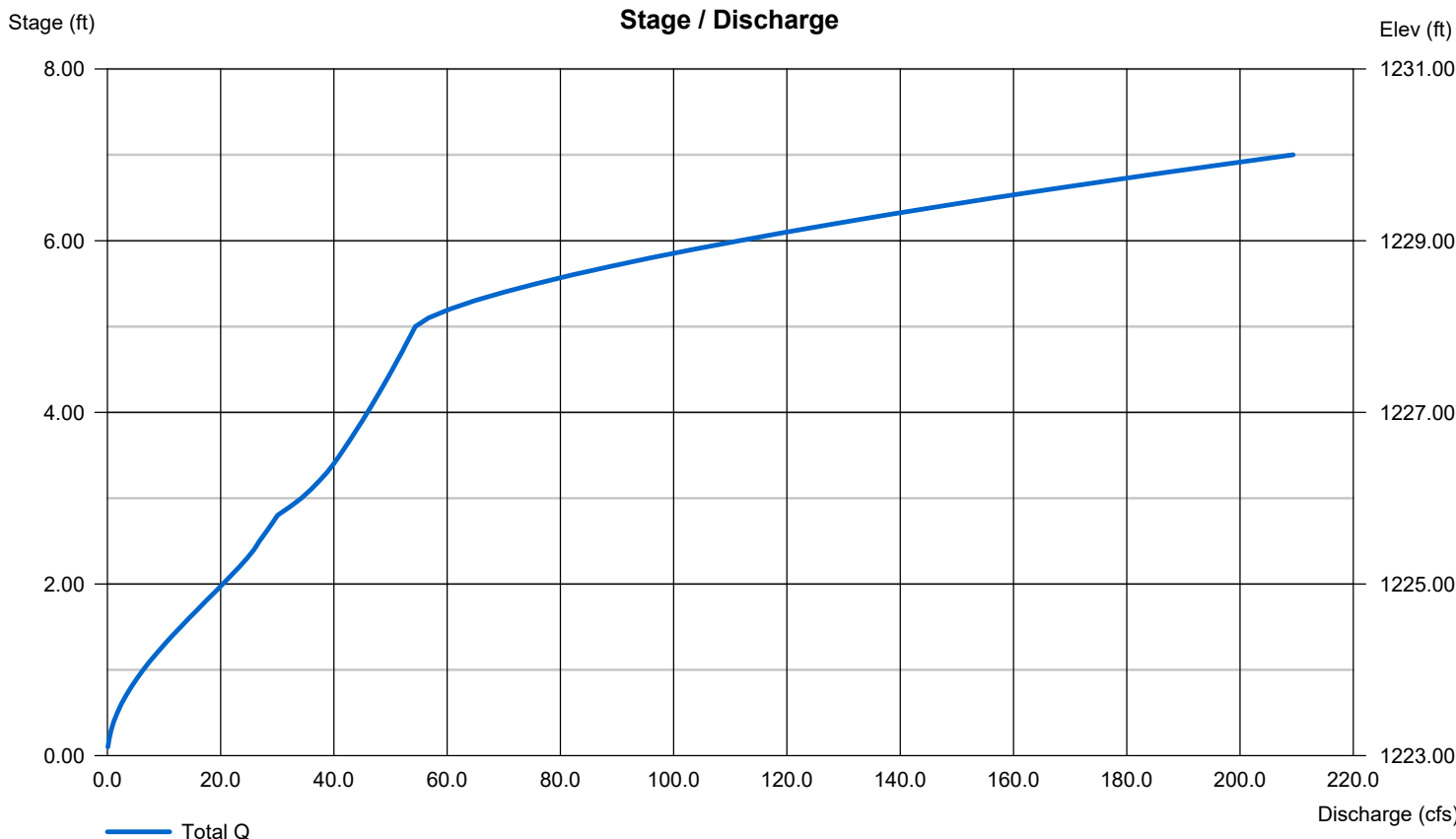
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	1.00	10.00	0.00
Span (in)	= 30.00	1.00	10.00	0.00
No. Barrels	= 1	3	2	0
Invert El. (ft)	= 1223.00	1223.00	1225.01	0.00
Length (ft)	= 79.90	0.01	0.50	0.00
Slope (%)	= 2.90	1.00	1.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 15.00	0.00	0.00	0.00
Crest El. (ft)	= 1228.00	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Rect	---	---	---
Multi-Stage	= No	No	No	No
Exfil.(in/hr)	= 0.000 (by Wet area)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Hydrograph Report

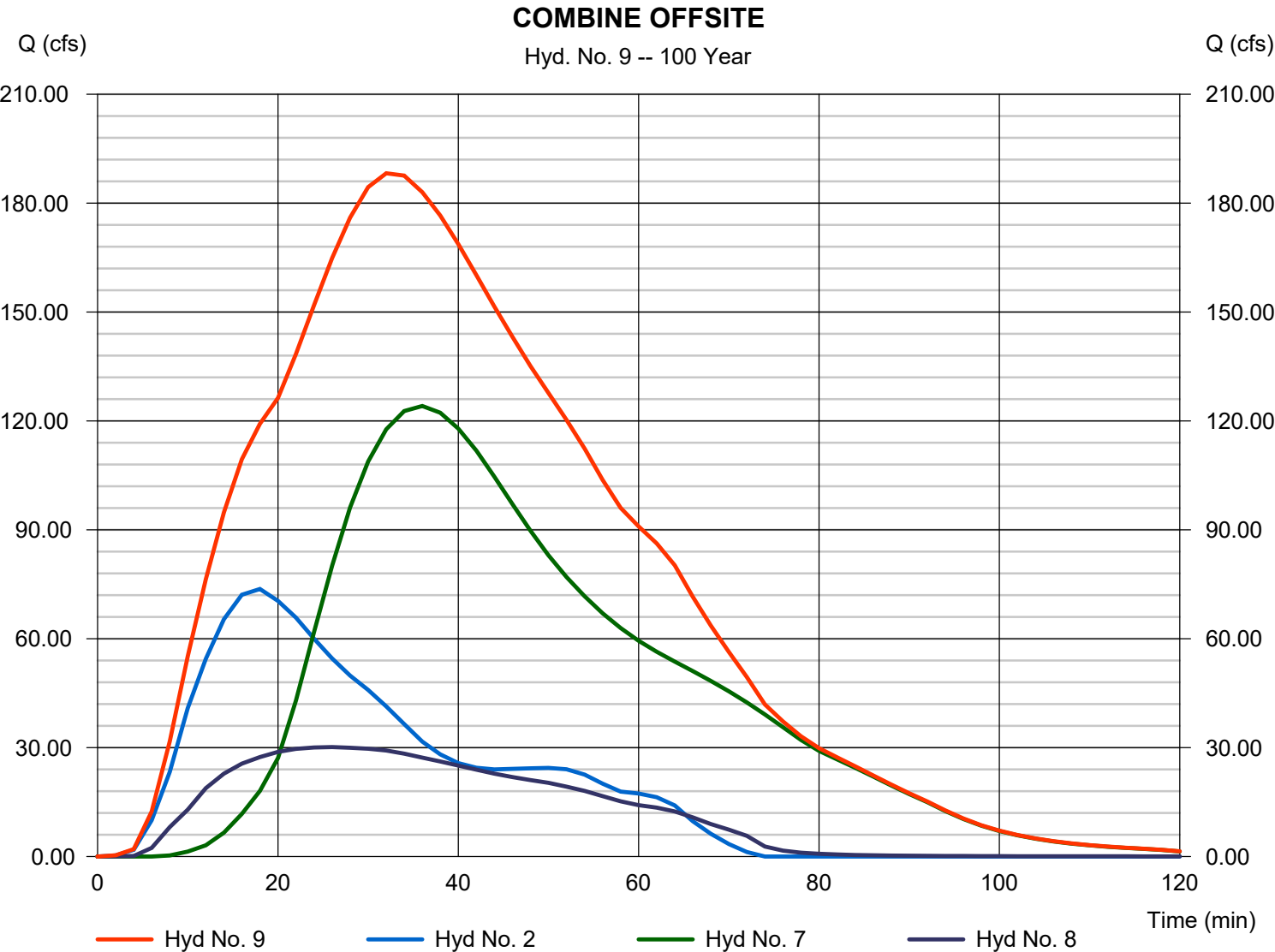
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Thursday, 04 / 23 / 2020

Hyd. No. 9

COMBINE OFFSITE

Hydrograph type	= Combine	Peak discharge	= 188.24 cfs
Storm frequency	= 100 yrs	Time to peak	= 32 min
Time interval	= 2 min	Hyd. volume	= 521,187 cuft
Inflow hyds.	= 2, 7, 8	Contrib. drain. area	= 20.300 ac



Hydrograph Report

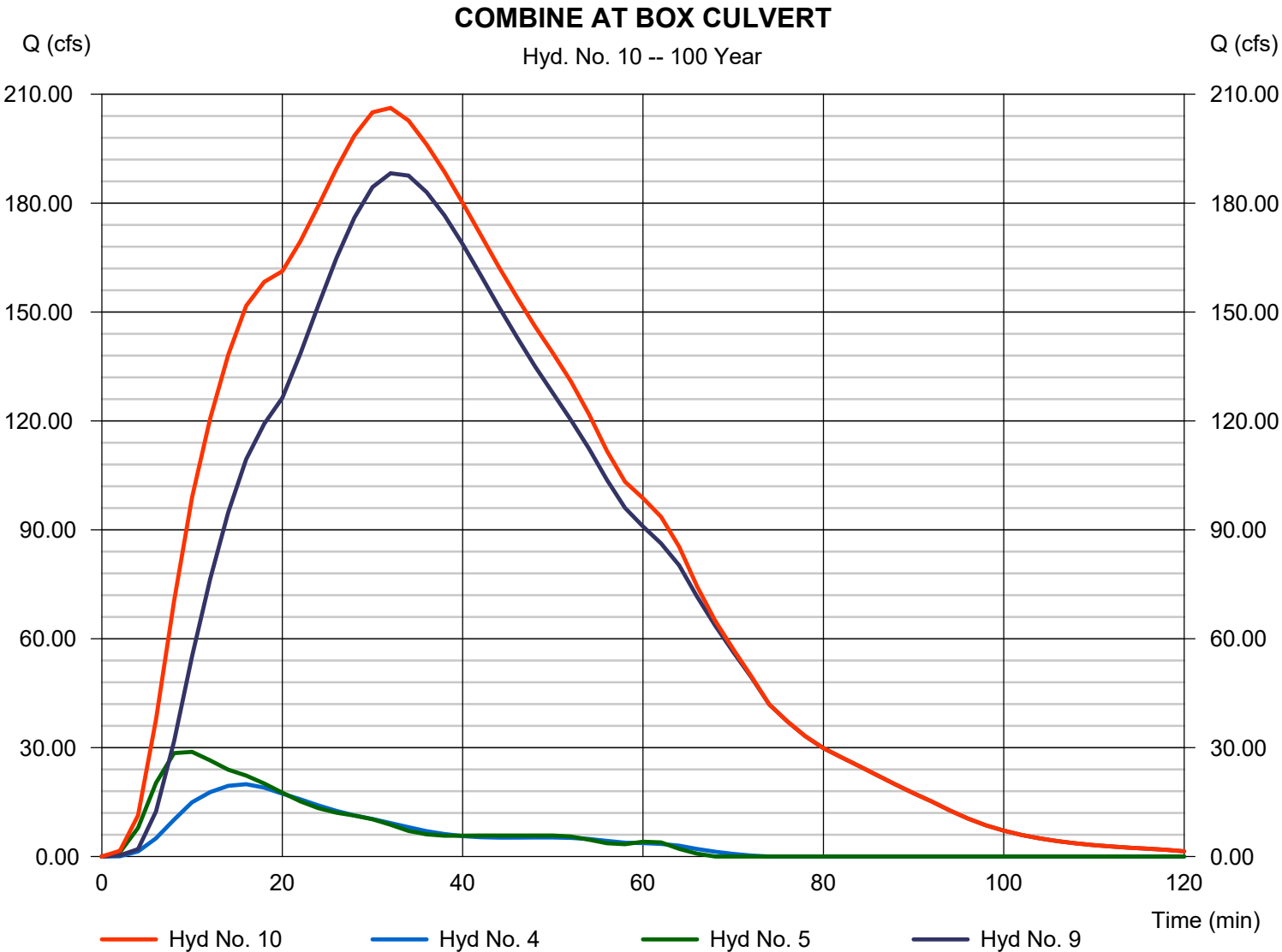
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Thursday, 04 / 23 / 2020

Hyd. No. 10

COMBINE AT BOX CULVERT

Hydrograph type	= Combine	Peak discharge	= 206.24 cfs
Storm frequency	= 100 yrs	Time to peak	= 32 min
Time interval	= 2 min	Hyd. volume	= 597,218 cuft
Inflow hyds.	= 4, 5, 9	Contrib. drain. area	= 7.930 ac



Hydraflow Rainfall Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Thursday, 04 / 23 / 2020

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	0.0000	0.0000	0.0000	-----
2	49.7047	12.6000	0.7744	-----
3	0.0000	0.0000	0.0000	-----
5	54.7163	12.8000	0.7412	-----
10	60.9118	13.3000	0.7335	-----
25	73.7457	14.0000	0.7378	-----
50	79.9241	14.0000	0.7308	-----
100	93.5617	14.8000	0.7425	-----

File name: gc.IDF

$$\text{Intensity} = B / (T_c + D)^E$$

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	5.39	4.44	3.81	3.35	3.00	2.72	2.50	2.31	2.15	2.02	1.90	1.80
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6.48	5.39	4.65	4.12	3.71	3.38	3.11	2.89	2.71	2.54	2.40	2.28
10	7.22	6.05	5.25	4.66	4.20	3.84	3.54	3.30	3.09	2.91	2.75	2.61
25	8.40	7.07	6.15	5.47	4.94	4.52	4.17	3.89	3.64	3.43	3.24	3.08
50	9.29	7.83	6.82	6.07	5.49	5.03	4.65	4.33	4.06	3.83	3.62	3.44
100	10.19	8.63	7.53	6.71	6.07	5.56	5.14	4.79	4.49	4.23	4.00	3.80

T_c = time in minutes. Values may exceed 60.

Precip. file name: F:\2016\1501-2000\016-1787\40-Design\Calcs\LDVP\Stormwater\HYDRAFLOW\gc-1 hour.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	3.00	3.77	0.00	0.00	5.55	6.56	0.00	8.18
SCS 6-Hr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-1st	1.41	0.00	0.00	0.00	2.61	3.08	0.00	3.84
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Culvert Hydraulic Calculations

Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Thursday, Apr 23 2020

TWO 48-INCH PIPE NORTHWEST ONSITE CULVERT Q100=188 CFS

Invert Elev Dn (ft) = 1211.50
Pipe Length (ft) = 40.00
Slope (%) = 2.00
Invert Elev Up (ft) = 1212.30
Rise (in) = 48.0
Shape = Circular
Span (in) = 48.0
No. Barrels = 2
n-Value = 0.013
Culvert Type = Circular Culvert
Culvert Entrance = Smooth tapered inlet throat
Coeff. K,M,c,Y,k = 0.534, 0.555, 0.0196, 0.9, 0.2

Embankment

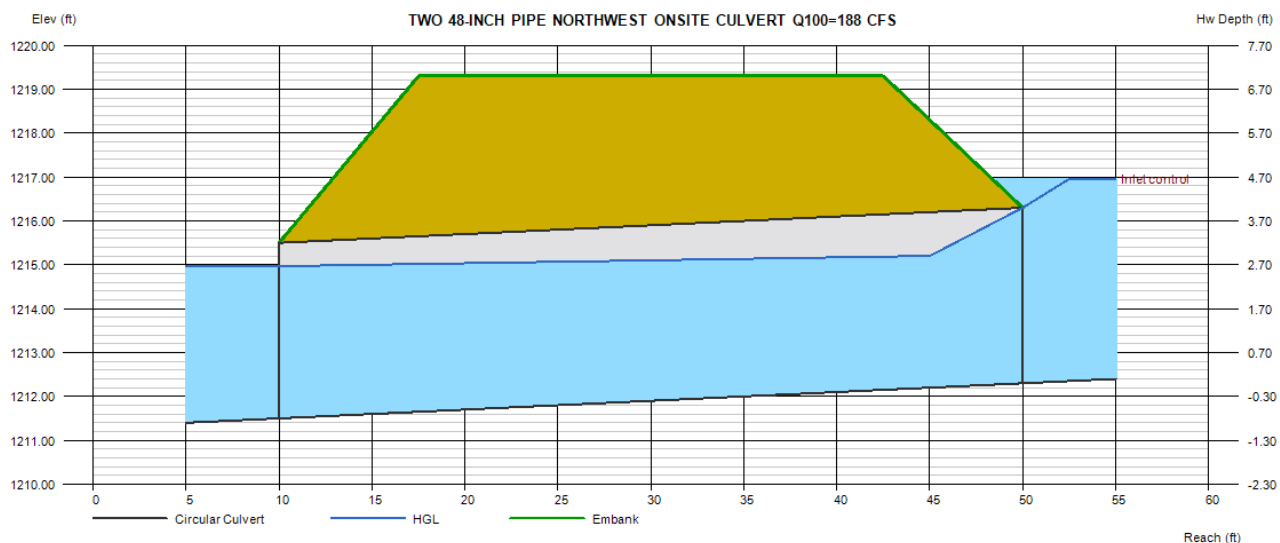
Top Elevation (ft) = 1219.30
Top Width (ft) = 25.00
Crest Width (ft) = 10.00

Calculations

Qmin (cfs) = 188.00
Qmax (cfs) = 188.00
Tailwater Elev (ft) = (dc+D)/2

Highlighted

Qtotal (cfs) = 188.00
Qpipe (cfs) = 188.00
Qovertop (cfs) = 0.00
Veloc Dn (ft/s) = 8.12
Veloc Up (ft/s) = 9.51
HGL Dn (ft) = 1214.97
HGL Up (ft) = 1215.24
Hw Elev (ft) = 1216.96
Hw/D (ft) = 1.16
Flow Regime = Inlet Control



Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Thursday, Apr 23 2020

TWO 3'X7' RCB LONE PINE AVENUE CULVERT Q100=206 CFS

Invert Elev Dn (ft) = 1203.87
Pipe Length (ft) = 36.00
Slope (%) = 0.50
Invert Elev Up (ft) = 1204.05
Rise (in) = 36.0
Shape = Box
Span (in) = 84.0
No. Barrels = 2
n-Value = 0.013
Culvert Type = Flared Wingwalls
Culvert Entrance = 30D to 75D wingwall flares
Coeff. K,M,c,Y,k = 0.026, 1, 0.0347, 0.81, 0.4

Embankment

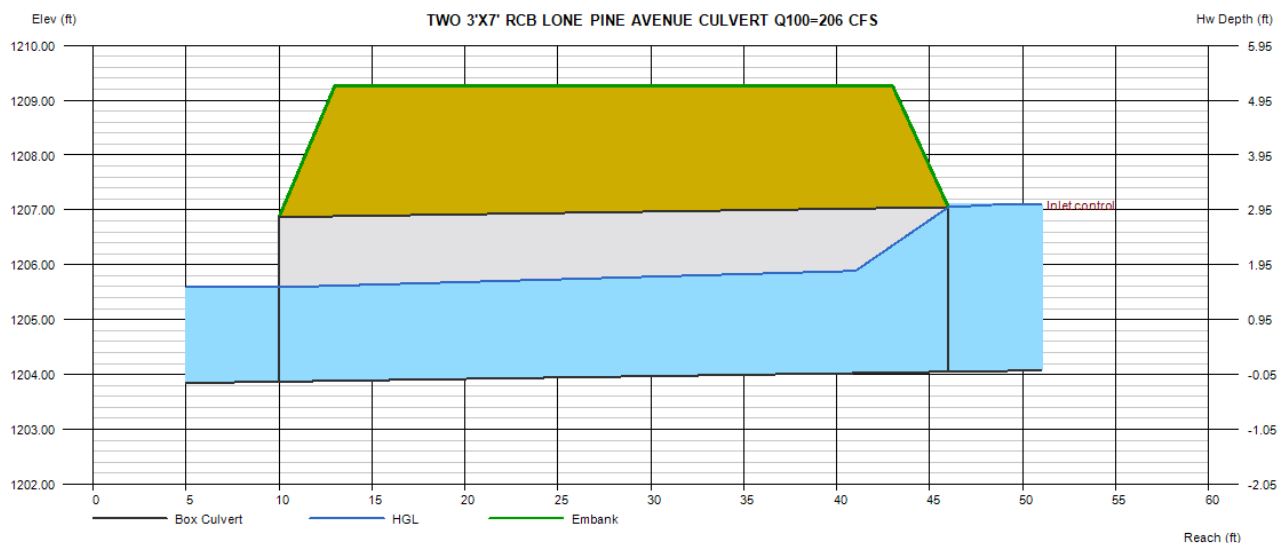
Top Elevation (ft) = 1209.26
Top Width (ft) = 30.00
Crest Width (ft) = 30.00

Calculations

Qmin (cfs) = 206.00
Qmax (cfs) = 206.00
Tailwater Elev (ft) = Normal

Highlighted

Qtotal (cfs) = 206.00
Qpipe (cfs) = 206.00
Qovertop (cfs) = 0.00
Veloc Dn (ft/s) = 8.55
Veloc Up (ft/s) = 7.80
HGL Dn (ft) = 1205.59
HGL Up (ft) = 1205.94
Hw Elev (ft) = 1207.10
Hw/D (ft) = 1.02
Flow Regime = Inlet Control



ELEVATION DEVELOPMENT CO SOLUTIONS

LONE PINE AND GALLOWAY

3535,3527,3521, and 3503 S. Lone Pine Ave
Springfield, MO 65804

June 18, 2020

Olsson Project No. 020-0425

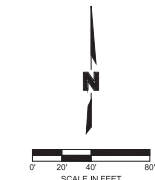
Exhibit 12

BOUNDARY AND TOPOGRAPHIC SURVEY LONE PINE & GALLOWAY DEVELOPMENT PART OF THE NE¼ OF THE NW¼ SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



LOCATION MAP
Sec. 9, T-28-N, R-21-W
Scale: 1"=2000'

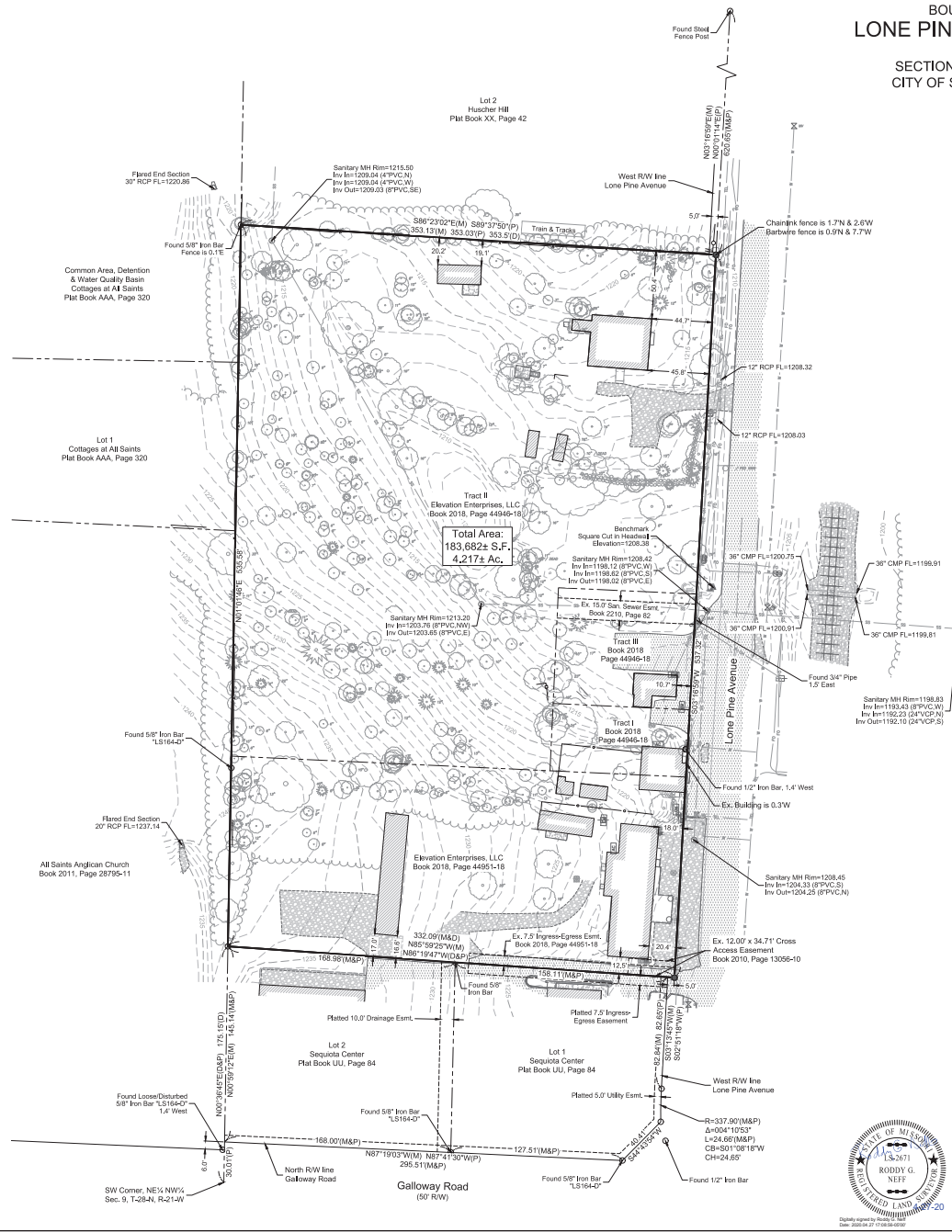
LEGEND	
○	Found Monument (As Noted)
○	Set 1/2" Rebar w/Plastic Cap, "LC 366"
(D)	Deeded
(M)	Measured
(P)	Platted
●	Bollard
⊕	Column
⊕	Electric Meter
⊕	Fiber Optic Pedestal
⊕	Fire Hydrant
⊕	Flared End Section
⊕	Gas Meter
⊕	Gas Valve
⊕	Mail Box
⊕	Power Pole
⊕	Sanitary Cleanout
⊕	Sanitary Manhole
⊕	Sign
⊕	Telephone Riser
⊕	Tree, Continuous
⊕	Tree, Deciduous
⊕	Tree, Shrub
⊕	Tree Stump
⊕	Water Meter
⊕	Water Valve
⊕	Wood Post
⊕	Overhead Electric
⊕	Fiber Optic Line
⊕	Sanitary Sewer Line
⊕	Storm Sewer Line
⊕	Telephone Line
⊕	Water Line
⊕	Barbed Wire Fence
⊕	Chainlink Fence
⊕	Tree Line
⊕	Asphalt Pavement
⊕	Concrete Pavement
⊕	Gravel Pavement



BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone

DATE
Elevations based on NAVD 88 by use
of MoDOT continuously operating
GNSS RTK Network

MISSOURI
1-800-DIG-IT-811
www.motocal.com



PREPARED FOR
Elevation Development Co.
4008 S. Lone Pine Ave. Apt. 207
Springfield, MO 65804

PREPARED BY
Olsson, Inc.
550 S. Louis Street
Springfield, MO 65806

DEED DESCRIPTIONS

Deed Book 2018, Page 44945-18
Tract I: Beginning 316 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21), which is the Northeast corner of J.H. Ellison Tract; thence West 100 feet, thence North 50 feet; thence East 100 feet; thence South to the Point of Beginning, in Greene County, Missouri.

Tract II: Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence North 316 feet, more or less, to the Northwest corner of the Ellison Tract for a second Beginning Point; thence East along the North line of the Ellison Tract, 236.7 feet; thence North 136 feet; thence East 100 feet to the West Right-of-Way line of Highway 65; thence North along the West Right-of-Way line of said Highway 65, a distance of 250 feet; thence West 353.5 feet to the West line of said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9); thence South to the second Point of Beginning, all in the City of Springfield, Greene County, Missouri.

Tract III: Beginning 366 feet North and 330 feet East of the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28), Range Twenty-One (21); thence West 100 feet; thence North 86 feet; thence East 100 feet; thence South 86 feet to the Point of Beginning, in Springfield, Greene County, Missouri.

Deed Book 2018, Page 44951-18
Commencing at the Southwest corner of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Twenty-Eight (28) North, Range Twenty-One (21) West; thence N00°36'45"E along the West line of the said Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), a distance of 175.15 feet to an iron pin set for a Point of Beginning; thence continuing N00°36'45"E along the said West line, a distance of 141.23 feet to an existing iron pin; thence S87°41'55"E, a distance of 537.60 feet to the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence S87°41'55"E, a distance of 153.00 feet to a point on the West Right-of-Way line of Lone Pine Avenue, as it now exists; thence N86°79'47"W, a distance of 332.09 feet to the Point of Beginning, all in the City of Springfield, Greene County, Missouri. Bearings are based on the West line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) as being N00°36'45"E.

INFORMATION OF FACT

- This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	x		Deed Book 2018, Page 44945-18 and Deed Book 2018, Page 44951-18
b) Filed Maps	x		Sequoia Center (JUL-84), Cottages at All Saints (JUL-84), Huscher Hill (JUL-84), AS-4564
c) Title Search/Binder	x		Waco Title Company, Report No. 2000771-117, effective date February 17, 2020
- Certified To: Elevation Development Co.
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on February 26, 2020, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.
- This survey or plan is made for and certified to the parties named herein for the purposes(s) stated. No other purpose is intended or implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.
- The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.
- Current Zoning: Residential Single Family (R-SF District), General Retail (GR District), and Limited Business (LS District)
- The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 2807030363E, Effective Date December 17, 2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.)
- Olsson and the surveyor of record make no guarantee that the underground utilities shown herein comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field probing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket numbers 200430895 & 200430896. The companies listed on the ticket are ATT Distribution, City Utilities Electric/Gas/Water, City of Springfield Sewer/Traffic, Southern Star Central Gas, and Mediascan.

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:
That I, Roddy G. Neff, do hereby certify to Elevation Development Co., that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated March 12, 2020, and signed by Roddy G. Neff, RLS 2671, and that the monuments and lot corner pins shown herein were placed under the personal supervision of Roddy G. Neff, RLS 2671, in accordance with the current Missouri Standards For Urban Property Boundary Surveys.

Roddy G. Neff
Roddy G. Neff, MO RLS 2671
Olsson, Inc., MO LC366
rneff@olsson.com
4-27-20
Date

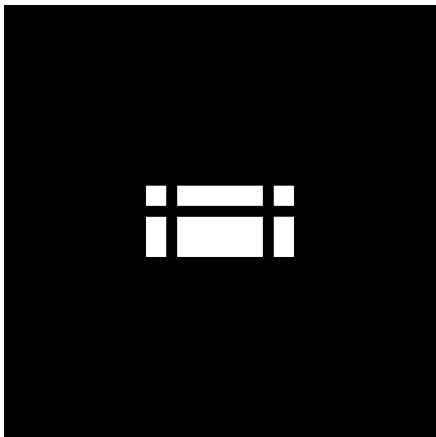
Boundary & Topographic Survey for Lone Pine & Galloway

olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 S. Louis Street
Springfield, MO 65806
TEL 417.890.8602
FAX 417.890.8805
www.olsson.com

DATE	REVISION	BY
03.12.20	Original Preparation	CDA





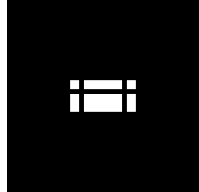
Lone Pine Development - Concept Design Illustrations

We don't have clients. ***We have relationships.***

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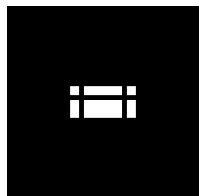
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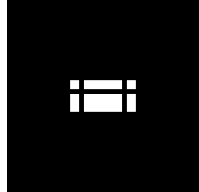
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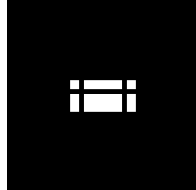
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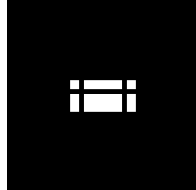
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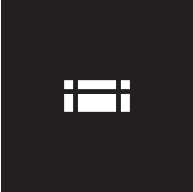


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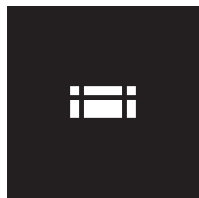
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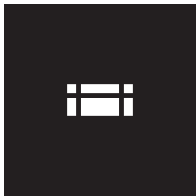


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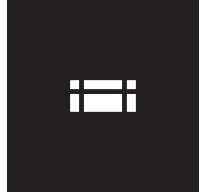
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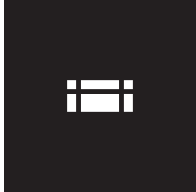
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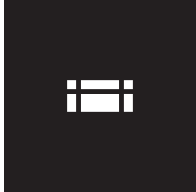
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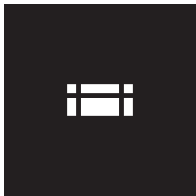
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Lone Pine Development - Sequiota Park View Exhibit

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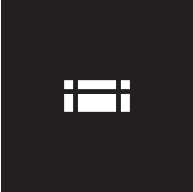
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2020.07.14



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One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 09-01-20

Sponsored by Lear

First Reading _____

Second Reading _____

COUNCIL BILL 2020- 207

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Special Ordinance 27371, which declared the necessity of condemning
2 right-of-way for the purpose of constructing and maintaining sanitary
3 sewers in the Hunt Branch Trunk Sewer Project, to correct the legal
4 description of a sanitary sewer easement.
5 _____
6

7 WHEREAS, on August 10, 2020, City Council adopted Special Ordinance 27371
8 declaring the necessity of condemning right-of-way for the purpose of constructing and
9 maintaining sanitary sewers in the Hunt Branch Trunk Sewer Project, #5PPW5716; and
10

11 WHEREAS, after adoption of Special Ordinance 27371, City Council has
12 determined that a legal description included in said ordinance included an error which
13 did not enlarge or reduce the size of the needed easement, rather it was superfluous
14 language that needs to be removed; and
15

16 WHEREAS, the legal description should be corrected so that the condemnation
17 can proceed.
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 amends Special Ordinance 27371 by repealing
23 the legal description for perpetual sanitary sewer easement #2 for Tract #1 in lines 45
24 through 74 in its entirety and replacing it as follows:
25

26 Note: text being added is underlined.
27

28 ALSO, PERPETUAL SANITARY SEWER EASEMENT #2:
29

30 A 20.0 feet wide Sanitary Sewer Easement being a part of the North One-Half (N½) of
31 the Southwest Quarter (SW¼) and a part of the Northwest Quarter (NW¼) of Section
32 23, Township 28 North, Range 21 West, Greene County, Missouri, being a part of the
33 tract of land described in the Quit Claim Deed recorded in the Greene County

Recorder's Office in Book 2007 at Page 058440-07, and being more particularly described as follows:

COMMENCING at an existing 5/8" iron pin at the Northwest corner of said N½ of the SW¼; thence S87°28'37"E, along the North line of said N½ of the SW¼, a distance of 990.02 feet to a point on the East line of a tract of land recorded in Deed Book 2012 at Page 005484-12; thence S01°04'27"W, along said East line, a distance of 111.69 feet to the POINT OF BEGINNING; thence N61°47'35"E, a distance of 50.79 feet; thence N45°31'05"E, a distance of 211.59 feet; thence N02°07'28"E, a distance of 1237.11 feet, to the South line of a tract of land recorded in Book 2007, at Page 052301-07; thence S87°33'35"E, along said South line, a distance of 20.00 feet; thence S02°07'28"W, leaving said South line, a distance of 1232.82 feet; thence S76°19'22"E, a distance of 482.69 feet; thence S68°04'23"E, a distance of 503.02 feet; thence S87°24'39"E, a distance of 432.06 feet; thence S88°35'24"E, a distance of 36.45 feet, to a point on the West right-of-way line of Farm Road 193, as described in Book 2017, at Page 010879-17; thence S12°20'15"E, along said West right-of-way line, a distance of 20.59 feet; thence N88°35'24"W, leaving said West right-of-way line, a distance of 41.55 feet; thence N87°24'39"W, a distance of 435.68 feet; thence N68°04'23"W, a distance of 504.98 feet; thence N76°19'22"W, a distance of 483.85 feet; thence S45°31'05"W, a distance of 212.87 feet; thence S61°47'35"W, a distance of 64.87 feet, to a point on the East line of said tract recorded in Book 2012, at Page 005484-12; thence N01°04'27"E, along said East line of said tract, a distance of 22.93; to the POINT OF BEGINNING, containing 59,480 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

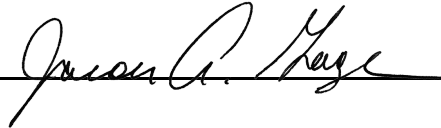
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 207

FILED: 09-01-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To amend Special Ordinance 27371, which declared the necessity of condemning right-of-way for the purpose of constructing and maintain sanitary sewers in the Hunt Branch Trunk Sewer Project, to correct the legal description of a sanitary sewer easement.

BACKGROUND INFORMATION: On August 10, 2020, City Council adopted Special Ordinance 27371 declaring the necessity of condemning right-of-way for the purpose of constructing and maintaining sanitary sewers in the Hunt Branch Trunk Sewer Project, #5PPW5716. Subsequently, staff determined there was an error in a legal description for a sanitary sewer easement include in Special Ordinance 27371. The error did not enlarge or reduce the size of the needed easement, rather it was superfluous language that needs to be removed The purpose of this bill is to correct the legal description.

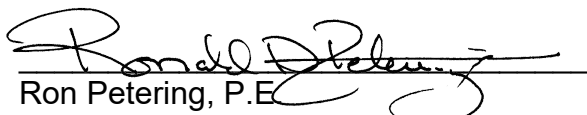
The Hunt Branch Trunk Sewer Project has been approved by Council within the Capital Improvement Plan and will be funded through the Environmental Services Clean Water Fund.

This easement acquisition is necessary to extend sewer to the U.S. Highway 60 corridor, east of Springfield. The trunk sewer will provide a sewer infrastructure backbone ultimately serving a 3,500-acre watershed.

In 2005, City Council amended the Urban Service Area to include the Hunt Branch Watershed, citing a desire to promote urban growth in accordance with the comprehensive plan. In 2008, City Council approved Ordinance 25334 declaring the necessity of condemning these same three tracts, but the project was placed on hold following the economic downturn. In 2020, discussions with the property owners resulted in a slightly modified alignment from that presented in 2008. The current alignment is less obtrusive to the property as cooperation from City Utilities allows the sanitary sewer to share an existing 100-foot utility easement where possible.

REMARKS: The Environmental Services Department recommends passage of this Council bill.

Submitted by:

A handwritten signature in black ink, appearing to read "Ron Petering", is written over a horizontal line.

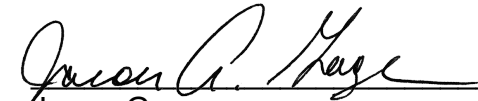
Ron Petering, P.E.
Assistant Director of Environmental Services

Recommended by:

A handwritten signature in black ink, appearing to read 'Errin K.', followed by a horizontal line.

Errin Kemper, P.E.
Director of Environmental Services

Approved by:

A handwritten signature in black ink, appearing to read 'Jason A. Gage', followed by a horizontal line.

Jason Gage
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 78
Filed: 09-01-20

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-208

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the City Utilities' Fiscal Year 2021 Annual Operating Budget for its
2 Fiscal Year ending September 30, 2021.
3 _____
4

5 WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri, has
6 prepared and submitted to City Council a proposed budget showing its estimated
7 revenue for the coming fiscal year from all sources and its estimated expenditures for
8 operating expenses, for depreciation, for payment of all outstanding obligations, for
9 transfer to the City of payments in lieu of taxes, and all other estimated expenditures;
10 and
11

12 WHEREAS, said budget has been on file with the City Clerk of the City of
13 Springfield, Missouri, for 30 days prior to the end of the current fiscal year.
14

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

18 Section 1 – The proposed budget of City Utilities for the fiscal year beginning
19 October 1, 2020, and ending September 30, 2021, which was approved by the Board of
20 Public Utilities of Springfield, Missouri, by Resolution on August 20, 2020, a copy of
21 which is attached hereto and incorporated herein by this reference as "Exhibit A," shall
22 be deemed to be an appropriation of the money authorized for disbursement thereby
23 and should be and is hereby approved by City Council.
24

25 Section 2 – This Ordinance shall be in full force and effect from and after
26 passage.
27

28 Passed at meeting: _____
29
30
31

32 _____
33 Mayor

34 Attest: _____, City Clerk

35

36 Filed as Ordinance: _____

37

38

39 Approved as to form: Rhonda Lewsader, City Attorney

40

41

42 Approved for Council action: Juan C. Page, City Manager

EXPLANATION TO COUNCIL BILL 2020- 208

FILED: 09-01-20

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities")

PURPOSE: Approving the City Utilities' Fiscal Year 2021 Annual Operating Budget for its Fiscal Year ending September 30, 2021.

BACKGROUND INFORMATION: As required by the Springfield City Charter, Article 16.8: The Board of Public Utilities shall prepare and submit to the Council, not less than 30 days prior to the end of the Board's fiscal year, a budget showing its estimated revenue for the coming year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures.

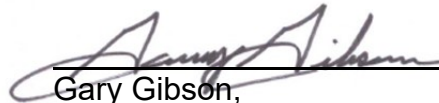
Article 16.9 of the Springfield City Charter further states that the approval of the said budget by the Council shall be deemed to be an appropriation of the money authorized for disbursement thereby, and no further action needs to be taken by the Council.

REMARKS: The end of City Utilities' current fiscal year and budget is Wednesday, September 30, 2020. The period included in City Utilities' Fiscal Year 2021 Operating Budget is October 1, 2020, through September 30, 2021.

Submitted by:



Amy Derdall,
Associate General Manager – Finance
and Chief Financial Officer



Gary Gibson,
General Manager

RESOLUTION

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri ("Board"), has the charter duty to take charge of, exercise control over and operate any public utilities owned, operated or acquired by the City of Springfield, Missouri ("City"), and all extensions thereof and appurtenances thereto belonging, under the name City Utilities of Springfield, Missouri ("City Utilities"), including the responsibility to prepare and submit to City Council an annual budget; and

WHEREAS, City Utilities' staff has presented and received input on a draft proposed Fiscal Year 2021 Operating Budget (the "Budget") from the Board and City Council, as well as the public by virtue of a public hearing opportunity, and has now presented to the Board a final proposed Budget in the form attached hereto as Exhibit A in accordance with City Charter Section 16.8, together with a form of City Council ordinance (the "Ordinance") and explanation (the "Explanation") attached hereto as Exhibits B and C, respectively, proposing disbursement authority of \$622,736,195 for City Utilities' 2021 fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that City Utilities' 2021-2025 Operating Plan incorporated herein by reference, including the Budget in the form attached hereto as Exhibit A, be approved, and the Budget, Ordinance and Explanation be submitted to City Council for approval.

CERTIFICATE

The undersigned, Jennifer Wilson, Secretary of the Board of Public Utilities of the City of Springfield, Missouri, does hereby certify under her hand and seal of the Board that the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 20th day of August, 2020, pursuant to notice of time and place duly given to all members of the Board, at which meeting a quorum was present and voted throughout.

Dated this 20th day of August, 2020.

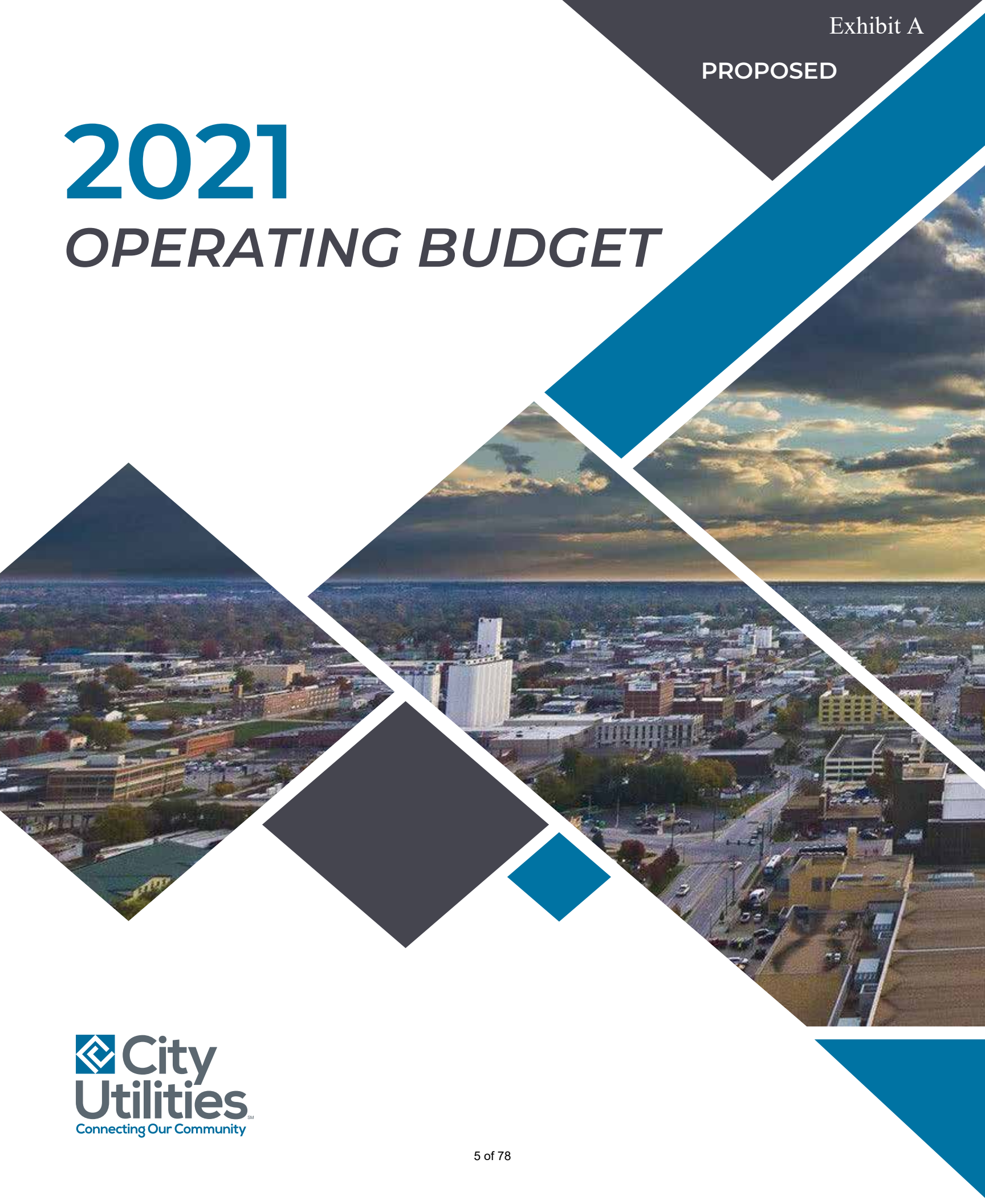


Jennifer Wilson, Secretary



2021

OPERATING BUDGET





July 30, 2020

Memo To: Chair and Members of the Board of Public Utilities

We are pleased to present City Utilities' 2021 Operating Budget for your consideration and approval. The budget for the fiscal year beginning October 1, 2020 requires approval by the Board of Public Utilities and by City Council. The proposed budget outlines project expenditures necessary to responsibly serve our customers and it establishes the approval of the budget and disbursement authority as required by the City Charter.

This budget is presented by functional category, with all capital, fuel, and non-capital expenditures displayed for fiscal years 2019, 2020, and 2021, respectively. Financial Statements are included in the budget document, specifically, a projected Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position for the Utility, and Statements of Operations for the individual business units.

A special Board meeting has been scheduled for Tuesday, August 11, 2020, at 3:00 p.m. for presentation of this budget.

A public hearing for the 2021 Operating Budget followed by a joint Board/City Council study session has been scheduled for Thursday, August 13, 2020, at 5:30 p.m.

On behalf of our management team and all the employees of City Utilities responsible for producing the 2021 Operating Budget, we would like to thank you for your support of this final part of our annual planning effort. The input you provide during the year, and especially during the budget process, is invaluable. We would be pleased to answer any questions you may have or provide any additional information you would find useful. Please call Amy Derdall or me for clarification or comment while considering this budget.

Respectfully,

Gary Gibson
General Manager

c: Mayor and Members of the City Council
CU Citizens' Advisory Council
CU Executive Committee
City Manager
City Clerk

OPERATING BUDGET

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Financial Statements	E

BOARD OF PUBLIC UTILITIES

Denise Silvey, Chair
Rob Rector, Vice Chair
Jennifer Wilson, Secretary
Mark Millsap, Assistant Secretary

Scott Bratcher
Kristin Carter
Louise Knauer
Joe Reynolds

Lynn Rowe
Nancy Williams
Donald Woody
Jason Gage, ex-officio

CU CITIZENS' ADVISORY COUNCIL

As of 6/30/2020

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Jann Holland, Vice Chair

David Bixler
Jerry Brierly
Roy Bright
Irwin Cohen
King Coltrin
Mark Eck
Gordon Elliott
Mark Gambon
Theodore Higgs

Skip Jansen
Matt Morris
Andrew Peters
Crystal Reynolds
Jeff Shore
William A. Smillie
Phil Wannenmacher
John Whittington
Michael Zimmerman

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Ken McClure	Mayor
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

Budget Format

Pursuant to the Springfield City Charter, City Utilities is required to prepare an Operating Budget each year for consideration by the Board of Public Utilities and the City Council of Springfield, MO. Approval of the Operating Budget establishes the total amount of expenditures for that year. This amount is referred to as disbursement authority and represents the total amount of spending appropriated for the year for all purposes including the cost of fuels, labor, capital, and non-capital spending.

To ensure that expenditures in any year do not exceed total disbursement authority, City Utilities budgets all expenditures within eighteen functional categories, which are groups of projects. These projects may be capital related such as the construction of a water storage tank or they may be related to the operations

and maintenance of the Utility. Included in the 2021 Operating Budget are projects related to the purchase of fuels for electric generation as well as projects related to the maintenance of water mains, gas mains, electric poles, and tree trimming. Each project includes all associated costs such as labor, contract services and purchased items. Each project is classified as capital, non-capital or fuels and is assigned to one functional category used in the Operating Budget document.

Because labor expenditures are assigned to the specific projects for actual accounting practice and in the projected expenditures for the Operating Budget, there is no single project or line item included for labor.

Planning Approach

City Utilities' planning process is deliberate with a focus on enabling sustainable financial strength while safely providing reliable services at the lowest possible long-term costs for customers. The process is dynamic and incorporates the impact of changing variables such as customer demands, fuel prices, regulatory changes, and the economic climate.

The annual planning process begins by evaluating and projecting certain economic assumptions and customer usage expectations. It progresses to the identification of the operating and maintenance needs of the utility systems, ensuring consistent service that safely meets customer requirements.

Consideration of any replacement or renewal of the equipment that produces and delivers these services is then assessed. Regulatory and safety concerns are inherent throughout the process.

Continued preparation for the future needs of City Utilities' customers, while ensuring that quality and reliable services are offered at competitive rates is ultimately the purpose of planning. The 2021 Operating Plan provides sound guidance for the operation of a utility that is recognized nationally for its outstanding planning process.

Planning Process



Budget Review Schedule

July 31, 2020	Distribution of the preliminary 2021 Operating Plan
August 11, 2020 (3:00 - 5:00 PM)	Presentation of the preliminary 2021 Operating Plan at a special-called Board Meeting
August 13, 2020 (5:30 PM)	Public Hearing and Board/City Council Joint Study Session on the preliminary 2021 Operating Budget
August 14, 2020- August 19, 2020	Review comments, questions and/or study session with Board and City Council, as needed
August 20, 2020 (3:00 PM)	Board Approval of the 2021 Operating Plan
August 21, 2020	Board-Approved 2021 Operating Budget filed with City Clerk
September 8, 2020 (6:30 PM)	First Reading and Public Hearing of Board-Approved 2021 Operating Budget by City Council
September 21, 2020 (6:30 PM)	Second Reading and Adoption of 2021 Operating Budget by City Council

Glossary

APPROPRIATION - An authorization granted by a governing body to make expenditures and incur obligations for specific purposes. An appropriation is usually limited in amount and time when it may be expended.

BRITISH THERMAL UNIT (BTU) - The amount of heat energy needed to raise the temperature of one pound of water by one degree. This is the standard measurement used to state the amount of energy that a fuel has.

CAPITAL EXPENDITURE - Expenditure on a long-term business asset, a fixed asset.

CARRY-INS - A funding process which allows for time-line movements from a previous fiscal year to the current year.

COMMUNITY DIVIDEND - A summary of the monetary value that City Utilities provides to the City of Springfield and the customers of City Utilities for a given time period. This usually includes the payment in lieu of taxes, utility relocates, free utility services provided to the City, the Transit System support, and the Customer Dividend.

CONTINGENCY ITEM - Potential project that is not included in funding solution and which may or may not be required (e.g., dependent on other actions).

DAYS CASH - Number of days of cash on hand (working capital) available to meet daily Utility operations. Excludes restricted funds. (1 Day of Cash = Annual Operating Expense divided by 365 days)

DEBT SERVICE - The organization's obligation to pay the principal and interest of all debt instruments according to a pre-determined payment schedule.

DEBT SERVICE COVERAGE - Sum of Operating Income, depreciation and amortization, other income divided by Total Annual Debt Service. Measures how many times Utility's annual income will cover annual debt payments.

DEBT SERVICE FUND - A fund established to account for the accumulation of resources (cash) for the payment of principal and interest on debt. This is often called a Sinking Fund or Bond Fund.

DEKATHERM (DTH) - Unit of energy to measure natural gas. Equivalent to one million BTU and the energy contained in about one thousand cubic feet of natural gas.

DISBURSEMENT AUTHORITY - Amount of funds allowed to be spent in a given year. Approved by City Council.

EXPENDITURE - The actual outflow of funds paid for an asset, goods or services obtained. This is the accounting entry where disbursements or accruals are recognized.

EXPENSES - Expenses represent the total cost of operations during a period regardless of the timing of the disbursement.

FISCAL YEAR - A calendar or fiscal year represented by a 12-month period to which the annual budget applies. Also known as the budget year. City Utilities' Fiscal Year is October 1 to September 30.

FUND BALANCE - The amount of money in a cash account at a specific point in time.

FUND DESCRIPTIONS –

OPERATING FUND - The general fund for the Utility. All receipts and disbursements, except for some specific financings and direct interest earnings, are booked through the Operating Fund. Periodic transfers are made to/from other funds to settle-up on transactions incurred on their behalf with the Operating Fund.

DESIGNATED IMPROVEMENT ACCOUNT (DIA) - Funds in the DIA may be used for the maintenance and repair, construction, acquisitions, extensions, and improvements to a system.

BOND FUNDS - These are funds required to be set aside out of revenues to protect bondholders and City Utilities in the event of fund shortfalls. Reserves are required for Debt Service Reserves and Sinking Funds. These bond funds are found on the Statement of Net Position (Balance Sheet).

CONSTRUCTION FUNDS - These funds represent bond or financing proceeds held for construction of major capital projects. In addition to the initial bond proceeds deposited in this fund, yet-to-be consumed funds are invested, and earnings on these investments are added to help fund the overall cost of the project. Project expenditures are reimbursed monthly to the Operating Fund.

GIGABIT - A gigabit is a billion bits. There are 8 bits to a byte. Generally disk space is measured in bytes and transmission speed is measured in bits.

GIGABYTE (GB) - A unit of computer memory or data storage capacity equal to roughly a thousand megabytes or one million bytes. This also applies to data transmission quantities over telecommunication circuits.

HIGHWAY/BYWAY - The cost allocation methodology for new transmission facilities in SPP based on the voltage of the facility.

INTEGRATED MARKET (IM) - In March of 2014, SPP launched the IM that includes a consolidated balancing authority, a day-ahead energy market, a real-time energy market, an operating reserve market, and a market for Transmission Congestion Rights.

INTEGRATED TRANSMISSION PLANNING (ITP) - Iterative three-year SPP process that includes 20-year, 10-year, and near-term assessments of the transmission in SPP.

KILOWATT HOUR (kWh) - Equivalent to 1000 watts used over one hour.

MEGA VOLT-AMPERES REACTIVE (MVAR) - Unit of measure for reactive power.

MAJOR PROJECT - A project that 1) occurs only once (or every few years) and is a large dollar amount, 2) needs to be identified separately (e.g., is required by law, is a new kind of project, is politically sensitive) or 3) is a recurring project that needs additional funding (e.g., because of expected growth in the area).

MEGAWATT HOUR (MWh) - Equivalent to 1 million watts used over one hour.

NON-UTILITY RECEIPTS/DISBURSEMENTS - Items that are collected by City Utilities for the benefit of a different entity. These collections or receipts, such as sales tax and sewer billings, create a non-utility disbursement when paid over to the benefitting agency.

OFF-SYSTEM (ELECTRIC) SALES - Wholesale sales of electric power to an entity other than a City Utilities residential, commercial or industrial customer.

OPERATING EARNINGS - Operating Income excluding depreciation expense. This metric ensures that each business unit is generating enough cash flow to fund its capital improvements and debt payments.

OPERATING INCOME - The amount of profit realized from a business's operations after taking out operating expenses and depreciation. These operating expenses are costs which are incurred from operating activities and exclude income and expenses such as interest, gain or loss on investments, extraordinary items and miscellaneous items not directly related to business operations

RECEIPT - Funds that the organization receives as income either as designated or undesignated.

RESERVE - An account used to set aside a portion of a fund balance as segregated for a specific future use.

REPROJECTED BUDGET - The current year's budget updated for actual results through a portion of the year and new projections for the remainder of the fiscal year.

SOUTHWEST POWER POOL (SPP) - The Southwest Power Pool is based in Little Rock, AR and oversees the bulk electric grid and wholesale power market in the central United States on behalf of a diverse group of utilities and transmission companies.

STATEMENT OF NET POSITION (formerly the Balance Sheet) - A financial statement that presents the assets, liabilities, reserves and balances of specific funds as of a specific date.

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION (formerly the Income Statement) - A financial statement displaying the revenues less expenses of the organization for a given period of time, usually a month or year.

THE ENERGY AUTHORITY (TEA) - A power marketing joint venture based in Jacksonville, Florida. City Utilities benefits as a member of TEA by limiting financial exposure as a result of unexpected unit outages and volatile market prices. City Utilities also receives resource management services from TEA.

2021 OPERATING BUDGET

EXECUTIVE SUMMARY

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Fuels and Purchased Energy Assumptions	5
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City Utilities' 2021 Operating Budget is the culmination of a planning process that strives to meet customer needs while prudently managing resources. Decisions are aligned with the goals, strategies, and objectives of the Utility's Strategic Plan.

City Utilities continues to focus on providing value to customers with no significant differences from the 2020 Operating Plan. Many of the factors that influenced last year's Operating Plan are still relevant today with the addition of the uncertainties associated with COVID-19. The trend over the last several years of flat or declining customer usage for electric, natural gas, and water is forecasted to continue over the next five years. We are also forecasting stable fuel prices over the five-year planning horizon. The key to our success going forward is to continue to become more efficient in our processes as we seek to meet our customers' needs for safe and reliable electric, natural gas, water, transportation, and broadband services while promoting economic development.

These factors played a key role in the development of the 2021 Operating Budget and will continue to drive City Utilities' planning process in the future.

This section is intended to provide an overview of the 2021 Operating Budget. Included is an overview of our financial targets, a summary of the major capital expenditures, projections for customer growth and usage, and, the revenue forecast for each business unit. The disbursement authority calculation based on the expenditures in this budget is also included at the end of the summary.

The accompanying sections of the Budget include further detail of the revenue assumptions, planned capital improvements, and expenditures associated with the day-to-day operation and maintenance of the Utility.

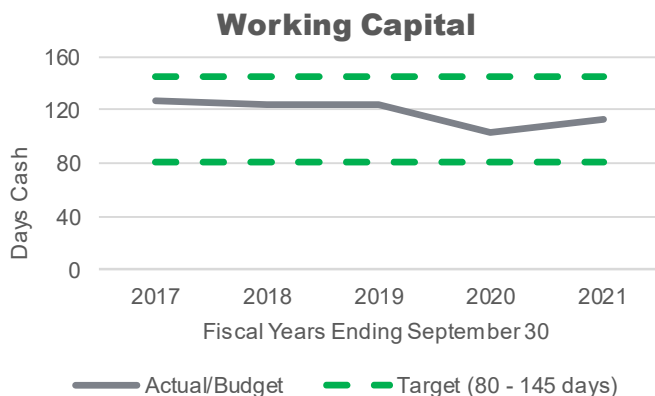
The Budget is presented to the Board of Public Utilities for consideration and approval. Following approval by the Board of Public Utilities, the Budget is presented to City Council for consideration and approval.

Financial Targets

Working Capital

Working capital is the cash used to meet the budgeted and operational needs of the Utility throughout the year. These are the funds required to purchase fuels, materials, to fund capital investments, employee expenses, and debt service payments. For fiscal 2021, the average daily cash requirement is projected to be \$942,000. City Utilities' working capital target range is reviewed biannually and is based on three factors: Operational Cash Flow Model, Debt Service Adjustment, and Financial Stability. The target level is a range of 80 to 145 days of cash on hand, which aligns City Utilities' working capital target with other "AA" rated public utilities. The working capital balance is reflected on the summary of fund balances as cash, short-term investments, and the working capital/rate stabilization fund. Cash designated for future capital projects, contingencies, or reserves required by bond ordinances are not included in working capital.

For the 2021 Budget, City Utilities is projected to end the fiscal year with 112 days of working capital. Projections for the five-year Operating Plan show working capital will remain within the target range, ending 2025 at 101 days.



Operating Earnings

Operating Earnings less Operating Requirement is a tool management uses to ensure that each business unit is generating sufficient cash flow to cover the business unit's capital improvements and debt service payments. Operating Earnings, or cash flow from operations, is calculated as Operating Income less depreciation expense. Operating Requirement includes capital expenditures, debt service, and support of the Transit System.

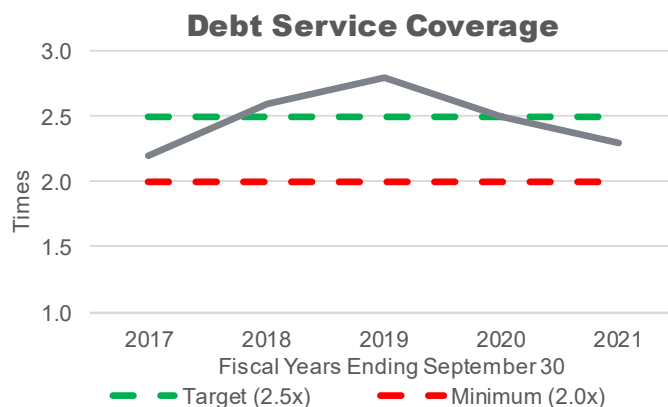
Each business unit intends to support its operating expenses, debt service, capital improvements, and a portion of the Transit System. Any business unit's Operating Earnings that is projected to be below the Operating Requirement is scrutinized for budget reductions, additional revenue sources, or possible financing alternatives. It is also common for Operating Earnings to be less than the Operating Requirement in a year when large capital improvements are planned. This is considered acceptable if future years show that the business unit will have Operating Earnings in excess of the Operating Requirement.

For the 2021 Budget, the Electric, Natural Gas, and Water business units are projected to have Operating Earnings greater than the Operating Requirement. SpringNet's Operating Earnings will be less than the Operating Requirement due to the Fiber Expansion project.

Debt Service Coverage

Debt Service Coverage (DSC) is the ratio of total income (excluding depreciation) to total debt service. This ratio is expressed as a measure of how many times the Utility's annual income will cover the annual debt payments.

City Utilities has set a target DSC, based on financial standards for strongly rated utilities, of 2.5 times debt service, with a minimum required level of 2.0. For the 2021 Budget, DSC is projected to be 2.3.



Customer Growth and Use

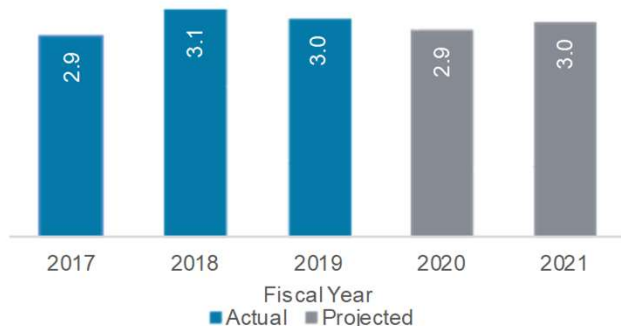
Electric, natural gas, and water sales charts demonstrate the impact of customer growth and usage projections of system sales included in the Budget. Sales projections are based on normal weather and 2020 includes actual sales through March.

Electric

The number of new residential customers added in 2021 is estimated at 709 (0.7%) and nonresidential customers added to the Electric System are projected to be 158 (1%). Use per customer in 2021 is projected to be similar to 2020 projections.

Electric Sales (Retail)

Millions of Megawatt Hours

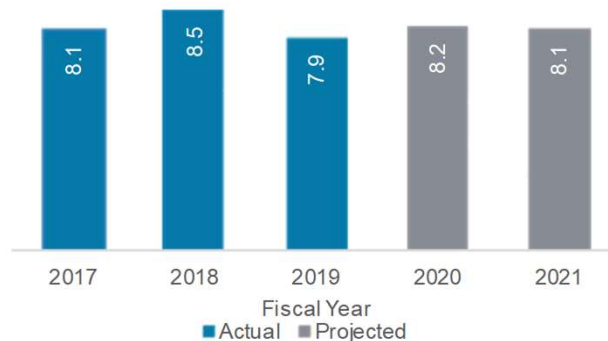


Water

The Water System continues to experience modest growth in customers. The number of new residential customers in 2021 is estimated at 337 (0.5%) and new nonresidential customers is projected to be 63 (0.8%). Water use per residential customer in 2021 is projected to continue to decline with changing customer habits and efficiency improvements.

Water Sales

Billions of Gallons

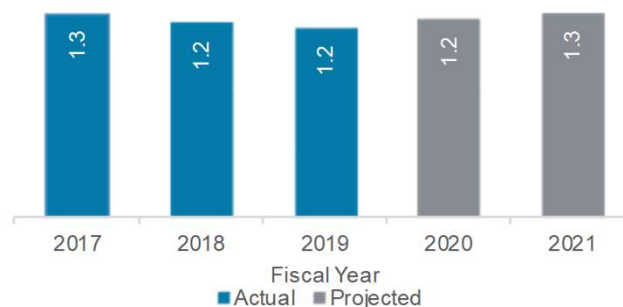


Transit

Transit ridership for fiscal 2021 is projected to increase slightly compared to 2020.

Transit Ridership

Millions of Revenue Passengers

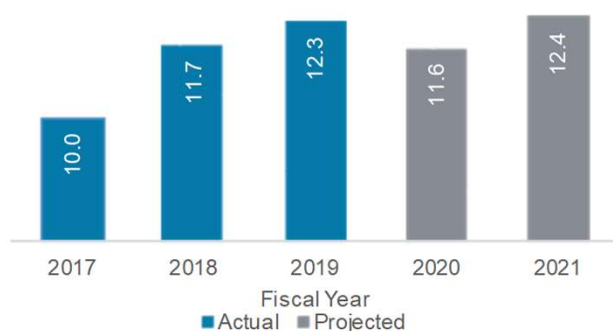


Natural Gas

The number of natural gas customers is projected to increase by 189 (0.3%) new residential customers and 34 (0.4%) nonresidential customers. Use per customer in 2021 is projected to be higher than 2020 projections due to the weather impact of a mild winter in 2020.

Natural Gas Sales (Retail)

Millions of Dekatherms



Revenue Forecast

Total receipts for the Utility are projected at \$599 million for fiscal 2021, an increase of \$29 million compared to the fiscal 2020 reprojected budget. Most of this expected increase is due to forecasting normal temperatures and the receipt of financing proceeds.

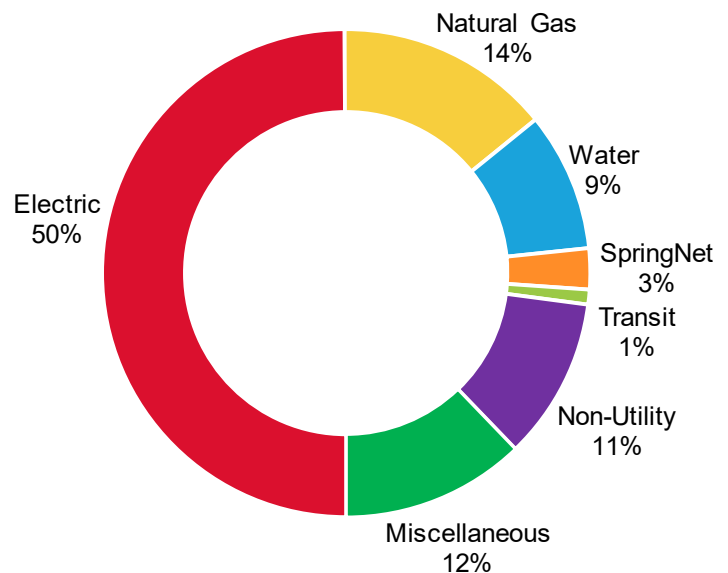
SpringNet revenues are expected to increase in fiscal 2021 as a result of beginning to lease dark fiber as portions of the fiber expansion are completed.

Transit operating revenues are expected to remain constant from 2020 to 2021. Revenues from ridership and bus advertising do not include any fare increases. It is expected the Transit System will continue to receive federal and state operating subsidies, including funds from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which are also reflected in total Transit receipts.

Non-utility receipts are items that City Utilities collects and remits to a third party. These items include sales taxes collected, wastewater billings for the City of Springfield, and donations to the Project SHARE program.

Miscellaneous billings in 2021 are projected to increase due to financing proceeds. Miscellaneous billings include financing proceeds, interest income, customer contributions for service extensions, capital grants, and capital reimbursements from the Federal Transit Administration (FTA).

2021 Receipts Budget



Revenues/Receipts			
(\$ in millions)	Actual 2019	Reprojected 2020	Budget 2021
Utility Operating Revenues/Receipts:			
Electric	\$ 284	\$ 294	\$ 298
Natural Gas	88	76	85
Water	52	55	55
SpringNet	13	13	16
Trunked Radio	1	1	1
Transit (including subsidies)	4	6	6
Non-Utility Receipts	52	60	64
Miscellaneous Billings	21	65	73
Total Receipts	\$ 514	\$ 570	\$ 599

Economic Assumptions

The 2021 Budget includes economic assumptions to project expenditure levels. These include projections for inflation, fuel prices, borrowing costs, and investment returns. The assumptions for fiscal 2021 are conservative based on the Federal Reserve's current monetary policy and target inflation rate.

The rate of inflation for operating and maintenance expenses and construction costs for the 2021 Budget is 2.1%. For planning and budgeting purposes, this rate was applied to current expenditure trends to project future expenditures, except where other known variables are likely to impact costs. Inflation rates are used by project managers as a guideline to help budget projects as accurately as possible.

Economic Assumptions	
	2021
Inflation Rate	2.1%
Interest Borrowing Rate:	
15 year	2.0%
30 year	2.5%
Portfolio Interest Earnings Rate	2.8%

Fuels and Purchased Energy Assumptions

Assumptions for fuels, purchased energy costs, and purchased quantity estimates are an integral part of the budgeting process. Fuels and purchased energy costs account for 27% of City Utilities' total 2021 budgeted expenditures. Most of these costs will be paid by City Utilities' customers through fuel cost adjustment mechanisms and impact revenues and receipts for the year.

Current projections reflect the assumption that coal from the Powder River Basin in Wyoming will be consumed at John Twitty Energy Center (JTEC) coal-fired generating units. The average delivered cost of coal is projected to be \$2.03 per million BTU with freight costs included. Assuming normal weather, natural gas purchases for 2021 are projected to be slightly higher than 2020 due to the weather impact of a mild winter in 2020.

Fuels and Purchased Energy	
	2021
Coal:	
Tons Purchased	1.1 million
Cost of Coal Purchases	\$40 million
Delivered Price per Ton	\$35.69
Natural Gas:	
Dth Purchased	15.6 million
Cost of Natural Gas Purchases	\$52 million
Average Supply Cost per DTh	\$3.32
Purchased Energy:	
MWh Purchased	2.1 million
Cost of Purchased Energy	\$51 million
Average Price per MWh	\$24.02

Purchased energy costs for 2021 budgeted at \$51 million includes renewable purchase power agreements and purchases from the Southwest Power Pool (SPP) integrated marketplace. Purchases from the SPP integrated marketplace are driven by economic decisions to purchase energy when it is more economical than to produce it.

Capital Improvements

Capital Improvement projects are a major component in planning for the future of City Utilities. Capital improvements are necessary to provide safe, reliable service to customers and ensure flexibility of supply. Capital improvements maintain and restore aging infrastructure promoting compliance with safety and reliability standards for our customers. In recent years, City Utilities modified our planning process to better prioritize projects in a manner that best serves the strategic goals of the Utility and the needs of our customers. Projects are prioritized within business units in alignment with our Strategic Plan. Strategies are noted for the projects.

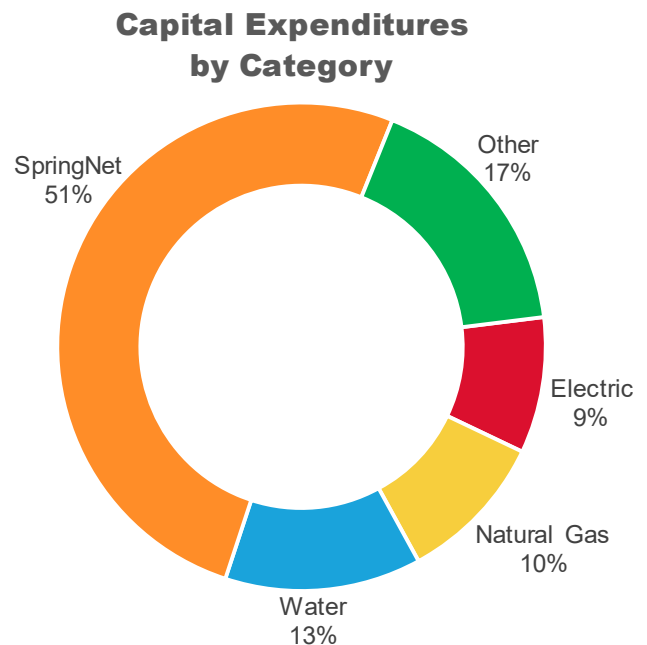
Capital expenditures for the 2021 Budget have a projected cost of \$105 million. This is a decrease from the \$132 million included in the 2020 Reprojected Budget. Due to the ongoing process of maintaining City Utilities' infrastructure many of the capital projects are recurring in nature. Recurring projects include such items as preventive maintenance of electric lines, water main renewals, and natural gas main and service renewals.

Capital improvements include \$4 million to be invested to install Advanced Metering Infrastructure (AMI) for natural gas and water customers.

Investment in renewing and replacing aging infrastructure continues to be a priority for the Utility. Capital improvements include \$7 million for water main and service renewals, \$6 million for natural gas main and service renewals, \$3 million for upgrades to the Trunked Radio System, and \$2 million for electric pole maintenance.

The budget includes \$51 million for the SpringNet fiber expansion and to construct additional huts to accommodate increased SpringNet customer demands.

Section C of the 2021 Budget includes more information on the capital budgeting process and further descriptions of the capital projects.

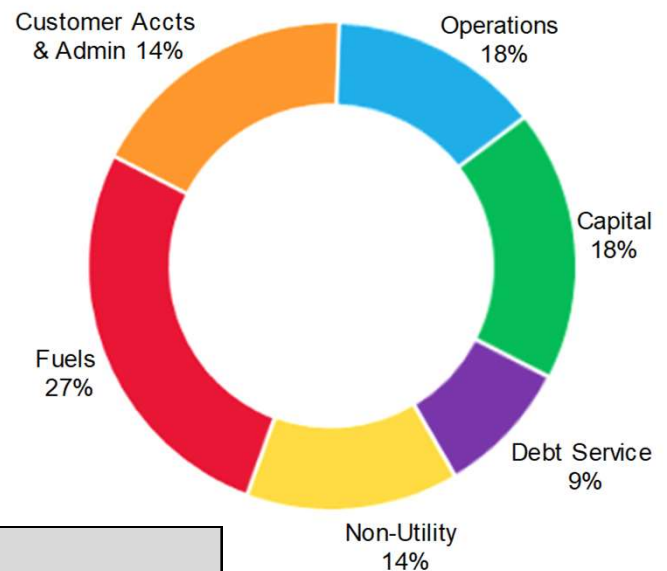


Expenditures

Total expenditures for the 2021 Budget are projected at \$591 million, a decrease of \$11 million from the 2020 reprojected budget. Expenditures for capital improvements account for the majority of the decrease in fiscal 2021 as compared to 2020. Expenditures for fuels will account for approximately 27% of total 2021 expenditures.

Total Disbursement Authority for the year is presented in section E of the 2021 Budget. In addition to expenditures, Total Disbursement Authority includes a Business Volatility and Fuels contingency, net operating expenses of The Energy Authority, changes in payables balance sheet accounts, and other miscellaneous payments. For fiscal 2021, disbursement authority for all funds totals \$623 million.

2021 Expenditures by Category



Project Expenditures

(\$ in millions)			
	Actual 2019	Reprojected 2020	Budget 2021
Fuels	\$ 157	\$ 143	\$ 159
Operations: ¹			
Power Generation	25	23	28
Electric T&D	28	27	28
Natural Gas T&D	5	6	5
Water Supply & Treatment	5	6	7
Water Distribution	4	6	4
Transit	5	5	5
Facilities	6	6	6
Vehicles & Equipment	3	3	3
SpringNet	5	6	6
Information Technology	9	11	11
General Operations	4	4	5
Sub-total Operations	98	103	107
Customer Accounts and Admin: ¹			
Human Resources	52	56	57
Finance	5	7	6
Administrative Support	6	6	6
Customer Support	11	12	12
Sub-total Customer and Admin	74	81	82
Capital Improvements	61	132	105
Debt Service	55	56	57
Non-Utility	69	78	81
TEA Guarantees ²	0	10	0
Total Project Expenditures	\$ 514	\$ 602	\$ 591

¹ Expenditures for "Operations" and "Customer Accounts and Admin" consist of operations, maintenance, labor, and administrative costs.

² TEA Guarantees represents equity membership guarantees to The Energy Authority (TEA). Although remittance is not anticipated, it is included as an expenditure for disbursement authority should a payment be needed. If no disbursement is required for 2020, the disbursement authority will move to 2021.

Disbursement Authority

Disbursement Authority		
	Reprojected 2020	Budget 2021
Total Expenditures	\$597,906,642	\$587,736,195
Business Volatility and Fuels Contingency ¹	35,000,000	35,000,000
Total Disbursements	\$632,906,642	\$622,736,195

¹ This disbursement will be offset by receipts through fuel adjustment mechanisms, should an increase in fuel costs occur, or will be covered through other funding mechanisms.

Financial Results

Budgeted net income for fiscal 2021 is projected at \$46 million, which is lower than the reprojected 2020 net income of \$52 million and the actual 2019 net income of \$67 million. Operating income from the utility is projected to total \$54 million in 2021. This amount will be reduced by interest expense and other miscellaneous expenses and increased by interest income, net capital contributions, and miscellaneous income to arrive at the net income projection of \$46 million. Adequate income is very important for the Utility to fund its annual debt service payments and necessary capital expenditures.

Electric operating income is projected to decrease to \$38 million in 2021 due to increased operating expenses. Operating income from the Electric System is used to meet the debt service payments on the JTEC Unit 2 debt and to fund electric capital projects.

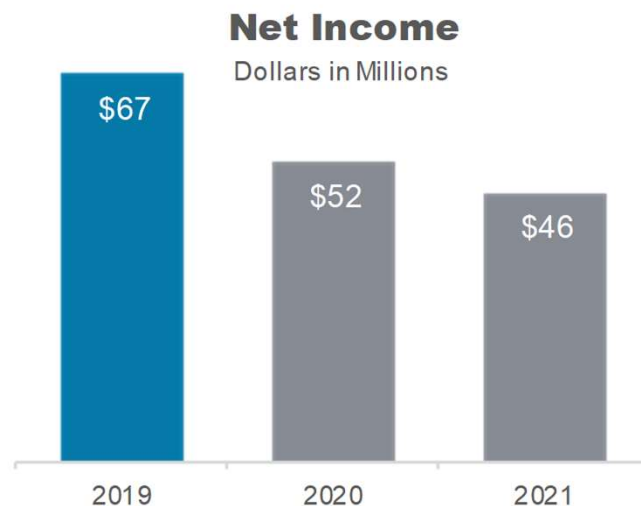
Natural gas operating income is projected at \$10 million for 2021 based on normal weather. This is an increase from 2020 reprojected operating income due to the weather impact of a mild winter in 2020.

The Water System expects a decrease in operating income to \$15 million, due to inflationary increases in operating expenses.

Operating income for SpringNet is projected at \$600,000. As a result of the fiber expansion project, SpringNet revenues begin increasing in 2021.

Transit revenues and subsidies are expected to remain similar compared to 2020 reprojected levels. Transit's net loss, after operating subsidies including receipts from the CARES act, is expected to be \$4 million in 2021. Anticipated capital contributions related to major transit capital projects are included in Transit's net loss.

The operating income for the Trunked Radio business unit is projected at \$746,000.



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This section provides key information by business unit related to revenues and receipts within the Utility. For the fiscal year beginning October 1, 2020 through September 30, 2021, a brief description is included for each section of budgeted receipts.

For comparison, actual receipts for the fiscal year beginning October 1, 2018 through September 30, 2019 are also presented.

Reprojected revenues and receipts are also included for the fiscal year beginning October 1, 2019 through September 30, 2020.

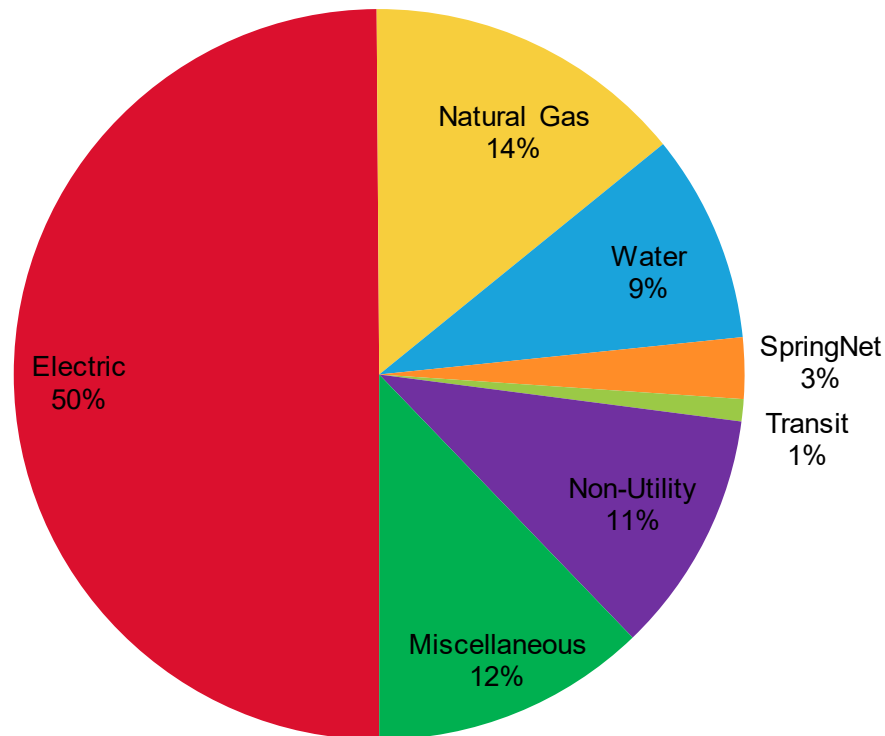
RECEIPTS HIGHLIGHTS

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Summary of Receipts by Category

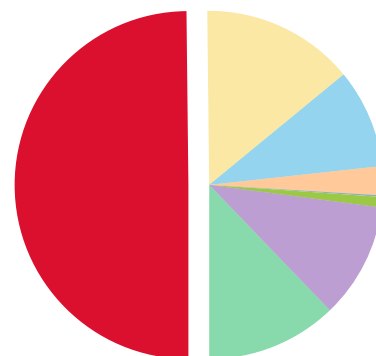
Receipts (000s)	2019 Actual	2020 Reprojected	2021 Budget
Electric Operating Revenues/Receipts	\$ 283,977	\$ 293,672	\$ 298,296
Natural Gas Operating Revenues/Receipts	88,226	76,361	85,225
Water Operating Revenues/Receipts	52,065	55,369	55,149
SpringNet Revenues/Receipts	12,532	12,724	16,142
Trunked Radio Revenues/Receipts	820	878	906
Transit Revenues & Operating Subsidies	3,749	5,852	5,886
Non-Utility Receipts	52,008	60,107	64,261
Miscellaneous Billings & Receipts	21,031	64,560	72,919
Total Receipts	<u>\$ 514,408</u>	<u>\$ 569,524</u>	<u>\$ 598,784</u>

2021 Receipts by Category



Electric Operating Revenues/Receipts

Receipts (000s)	2019 Actual	2020 Reprojected	2021 Budget
Sales Revenues	\$ 295,769	\$ 283,317	\$ 292,643
Other Operating Revenues	10,449	12,333	10,799
Total Revenues	306,218	295,650	303,442
Less Non-Cash Adjustments to Sales Revenues	(22,241)	(1,978)	(5,145)
Total Receipts	\$ 283,977	\$ 293,672	\$ 298,296
System (MWh)	3,008,412	2,931,557	2,986,000
Off-System (MWh)	1,056,756	1,003,015	1,128,500
Total Sales (MWh)	4,065,168	3,934,572	4,114,500



Overview

Electric sales revenues are amounts billed to customers for the sale of electricity, adjusted to recognize revenue timing. Electric sales revenues also include interdepartmental sales charged to other operating areas of the Utility and miscellaneous service charges and rents.

Non-cash adjustments to sales revenues include unbilled revenues, interdepartmental sales, and recovery of electric fuel costs. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

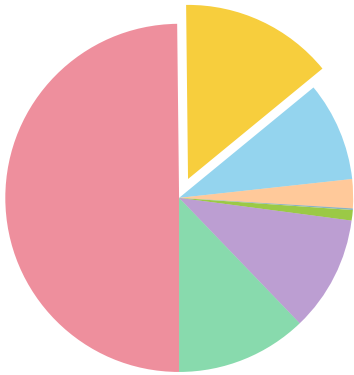
Reprojected Adjustment

- Fiscal 2020 reprojected electric system sales revenues decreased from original budget projections by approximately \$2 million. Fuel costs in 2020 are \$9 million lower than original budget assumptions, which translate to lower fuel adjustments passed on to customers through the normal electric fuel adjustment factor process. Reprojected system sales volumes for 2020 are 2% lower than original budget projections and are expected to be 3% lower than 2019 system sales volumes.
- Off-system sales revenues for fiscal 2020 are reprojected at \$26 million, which is \$11 million lower than original projections. Off-system sales volumes are reprojected lower by approximately 24% aligning closely to 2019 levels. Sales prices are reprojected lower than the original 2020 budget and 2019 prices.

Highlights

- Total residential electric customers are projected to increase 0.7% to 102,014 customers in 2021. Electric use per residential customer is projected to increase approximately 4% with residential electric sales budgeted to increase by 4% to one million megawatt-hours (MWh) in 2021.
- The average number of nonresidential electric customers is expected to increase by 1% to 15,939 customers. Nonresidential electric use per customer is projected to decrease 0.4% from 2020 levels. Nonresidential electric sales are projected to remain stable at two million MWh in 2021.
- Off-system sales include sales to Nixa, Missouri through June 2020, as well as energy sales through The Energy Authority and the Southwest Power Pool (SPP). Off-system sales for fiscal 2021 are forecasted at one million MWh.
- Non-cash adjustments include interdepartmental electric sales for electricity used in pumping water and charged to the Water System, electricity used by other City Utilities facilities, unbilled revenues, and under-recovered or over-recovered fuel costs. Electricity for interdepartmental use is budgeted at \$4 million in 2021.

Natural Gas Operating Revenues/Receipts



Receipts (000s)	2019 Actual	2020 Reprojected	2021 Budget
Sales Revenues	\$ 97,493	\$ 82,468	\$ 92,749
Other Operating Revenues	1,714	1,661	1,643
Total Revenues	99,207	84,129	94,392
Less Non-Cash Adjustments to Sales Revenues	(10,980)	(7,768)	(9,167)
Total Receipts	\$ 88,226	\$ 76,361	\$ 85,225
Sales (DTh)*	12,269,760	11,636,847	12,389,000
*Excludes Interdepartmental and Net Unbilled Sales			

Overview

Natural gas sales revenues are amounts billed to customers for the sale of natural gas adjusted to recognize revenue timing. Natural gas sales revenues include interdepartmental sales charged to other operating areas of the Utility. Other operating revenues include miscellaneous service charges and rents.

Non-cash adjustments to sales revenues include unbilled revenues, interdepartmental sales, and recovery of natural gas fuel costs. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

Reprojected Adjustment

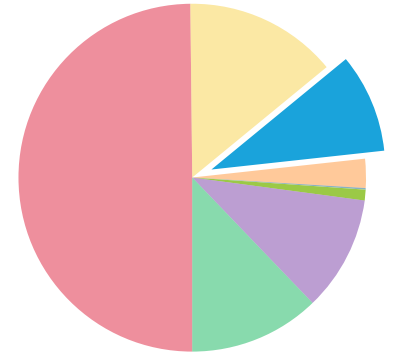
- Sales revenues for 2020 are expected to decrease from original budget projections by \$18 million due to lower natural gas prices. Reprojected sales volumes remain unchanged. The benefit of lower natural gas prices in 2020 is passed through to customers through the natural gas purchased gas clause.
- The expected system sales volumes in 2020 are 12 million dekatherms which represents a decrease of 700,000 dekatherms from 2019. This decrease reflects slight growth in the average number of natural gas customers with a decrease in average use per customer for both residential and nonresidential primarily driven by mild winter weather.

Highlights

- Residential natural gas customers are projected to increase 0.3% to 75,789 customers in 2021. Natural gas use per residential customer is projected to increase from 2020 due to the warmer weather experienced during the heating season of 2020. Residential natural gas sales are budgeted at six million dekatherms in 2021.
- Nonresidential natural gas customers are budgeted to increase 0.4% to 8,579 customers in 2021. Nonresidential natural gas use per customer is budgeted to increase by 2% in 2021, and sales are budgeted at six million dekatherms.
- Non-cash adjustments include interdepartmental natural gas sales for natural gas used in power generation charged to the Electric System, natural gas used by other City Utilities facilities, unbilled revenues, and under-recovered or over-recovered fuel costs. Natural gas for power generation is budgeted at \$9 million in 2021 for approximately three million dekatherms.

Water Operating Revenues/Receipts

Receipts (000s)	2019 Actual	2020 Reprojected	2021 Budget
Sales Revenues	\$ 50,804	\$ 54,087	\$ 53,956
Other Operating Revenues	1,355	1,407	1,319
Total Revenues	52,159	55,494	55,275
Less Non-Cash Adjustments to Sales Revenues	(94)	(126)	(126)
Total Receipts	\$ 52,065	\$ 55,369	\$ 55,149
Sales (Thousand Gallons)	7,907,315	8,179,916	8,125,000



Overview

Water sales revenues are the amounts billed to customers for the sale of water, adjusted to recognize revenue timing. Water sales revenues include interdepartmental sales charged to other operating areas of the Utility. Other operating revenues include miscellaneous service charges.

Non-cash adjustments to sales revenues in fiscal 2021 include unbilled revenues of \$105,000 and interdepartmental sales of \$21,000 which are deducted from total revenues to arrive at total receipts.

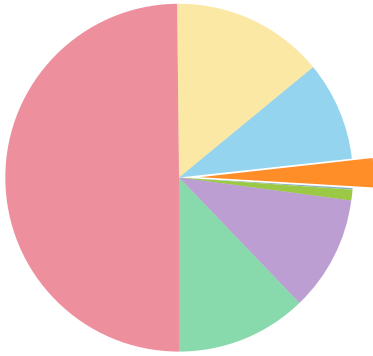
Reprojected Adjustment

- Water sales volumes for fiscal 2020 are expected to increase 1% from the original budget projections. The growth in average number of residential and nonresidential customers increased slightly while the average use per customer for residential increased 2% and nonresidential customers increased 1% above the original budget.

Highlights

- Residential water customers are budgeted to increase 0.5% to 75,137 customers in 2021. Water use per residential customer is budgeted to decrease 1.6% with residential water sales decreasing slightly to four billion gallons in 2021.
- Nonresidential water customers are budgeted to increase 0.8% to 8,503 customers in 2021. Nonresidential use per customer is budgeted to decrease 1% during 2021 with nonresidential water sales budgeted to decline slightly to four billion gallons.

SpringNet® Revenues



Receipts (000s)	2019 Actual	2020 Reprojected	2021 Budget
Sales Revenues	\$ 13,208	\$ 13,889	\$ 17,383
Less Non-Cash Adjustments to Revenues	(676)	(1,164)	(1,241)
Total Receipts	<u>\$ 12,532</u>	<u>\$ 12,724</u>	<u>\$ 16,142</u>

Overview

SpringNet revenues are generated from leasing fiber and external broadband services to the business community under the trademark SpringNet®. SpringNet offers business solutions to commercial businesses including enterprise data users such as hospitals, banking institutions, universities, local schools, local internet service providers, and small businesses.

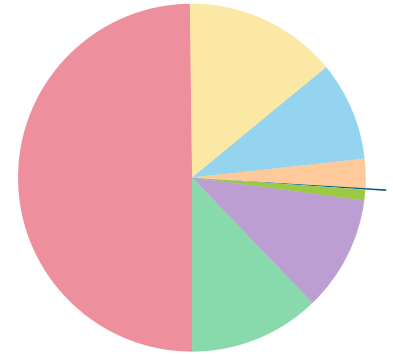
Non-cash adjustments represent interdepartmental sales. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

Highlights

- External sales of SpringNet broadband services are estimated to grow by \$3.5 million in 2021 due to beginning the lease of the expanded fiber optic network as portions of the construction is completed.
- Internal SpringNet services provided to City Utilities' operations are approximately \$1 million annually.

Trunked Radio System Revenues

Receipts (000s)	2019 Actual	2020 Reprojected	2021 Budget
Sales Revenues	\$ 2,308	\$ 2,373	\$ 2,401
Less Non-Cash Adjustments to Revenues	(1,488)	(1,495)	(1,495)
Total Receipts	\$ 820	\$ 878	\$ 906



Overview

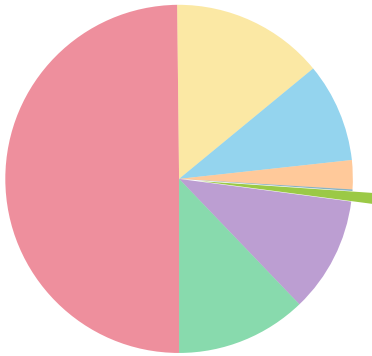
Trunked Radio System (TRS) revenues are generated primarily through reimbursements from the City of Springfield and Greene County for the costs associated with operating and maintenance of the TRS as well as system upgrades. Additional revenues are generated by providing radio services to public safety agencies and leasing tower space.

Non-cash adjustments represent interdepartmental sales. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

Highlights

- External revenues from the Trunked Radio System (TRS) are projected to be approximately \$906,000.

Transit Revenues & Operating Subsidies



Receipts (000s)	2019 Actual	2020 Reprojected	2021 Budget
Sales Revenues	\$ 1,027	\$ 1,071	\$ 1,051
Add Operating Subsidies	2,722	4,780	4,834
Total Receipts	<u>\$ 3,749</u>	<u>\$ 5,852</u>	<u>\$ 5,886</u>

Overview

Transit operating revenues are the fares collected from bus passengers, the sale of bus passes and discount cards, and the amounts collected for advertising on transit assets.

Non-cash adjustments include interdepartmental sales.

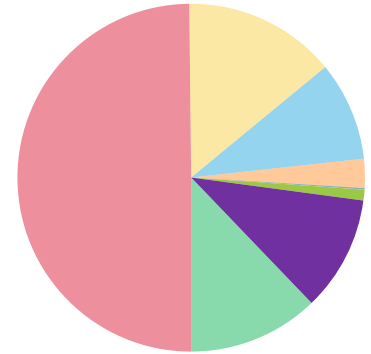
Subsidies from the Federal Transit Administration (FTA) and the State of Missouri provide partial funding for the operation of the transit system.

Highlights

- Advertising sales are projected at \$100,000 in fiscal 2021.
- City Utilities is eligible to receive partial reimbursement from the FTA to help fund system maintenance and improvements, paratransit, and security expenses.

Non-Utility Receipts

Receipts (000s)	2019 Actual	2020 Reprojected	2021 Budget
Reimbursements	\$ 815	\$ 5,000	\$ 5,000
Customer Meter Deposits	56	84	100
Project SHARE	85	94	94
Sales Tax Collections	11,897	11,620	11,773
Wastewater Revenue Billings	39,155	43,309	47,293
Total Receipts	\$ 52,008	\$ 60,107	\$ 64,261



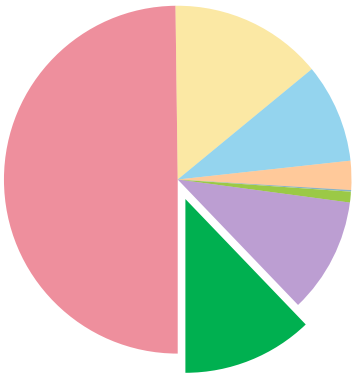
Overview

Non-Utility Receipts are funds City Utilities collects for third parties, including wastewater revenue billings, sales taxes, and donations to the Project SHARE program. Upon collection, funds are subsequently remitted to the appropriate agency. Receipts of refundable customer deposits and other reimbursable items are also included in this category.

Highlights

- City Utilities provides the City of Springfield with wastewater billing services. The Budget includes collecting \$47 million in 2021 from customers for the Clean Water Services Division of the City of Springfield.
- The Budget includes collection of \$12 million during 2021 from customers for the State of Missouri for various state and local sales taxes.
- Receipts from customers for the Project SHARE program are included in the 2021 Budget at \$94,000. Project SHARE is a voluntary program that relies on community donations to assist City Utilities' customers with satisfying their bill.
- The 2021 Budget includes \$5 million for other miscellaneous reimbursable receipts. This includes the pass-through cost of the water primacy fee from Department of Natural Resources.

Miscellaneous Billings & Receipts



Receipts (000s)	2019 Actual	2020 Reprojected	2021 Budget
Interest Income	\$ 6,218	\$ 5,856	\$ 5,586
Financings	0	42,805	47,195
Capital Related Billings	2,528	2,802	4,586
Contributions in Aid of Construction	51	1,276	2,603
Other Receipts	12,233	11,821	12,949
Total Receipts	\$ 21,031	\$ 64,560	\$ 72,919

Overview

Miscellaneous Billings and Receipts are sources of funds for City Utilities not reflected in previous revenues or receipts. Sources include financing proceeds, interest income, customer contributions for extension of the distribution systems, and other miscellaneous billings.

Highlights

- Interest income earned on City Utilities' investment portfolio is projected to be \$6 million in 2021. Market value adjustments are not projected.
- Financing receipts of \$47 million in 2021 are from an existing financing instrument for the purpose of expansion of the fiber infrastructure.
- Capital reimbursements of \$431,000 are budgeted for extension of the Electric system, \$755,000 for extension of the Natural Gas system, \$169,000 for SpringNet, \$2 million for the Trunked Radio system, and \$1 million for extension of the Water system.
- Contributions in Aid of Construction include capital contributions of \$3 million from the FTA in 2021. These funds are projected to cover up to 85% of Transit direct capital expenditures and 85% of administrative and general charges. Higher receipts in 2021 are attributable to the purchase of two more fixed route electric buses.
- The 2021 Budget includes \$10 million to offset the potential purchase of financial instruments included in the expenditures budget to manage natural gas prices.

The Capital Improvements section provides information by functional category related to utility capital expenditures for the fiscal year beginning October 1, 2020, through September 30, 2021.

Capital project expenditures are presented as Major Capital and Recurring Capital and encompass all capital costs of the project, including labor. A brief description is provided for each Major Project, including the budgeted capital expenditures for fiscal 2021.

CAPITAL IMPROVEMENTS

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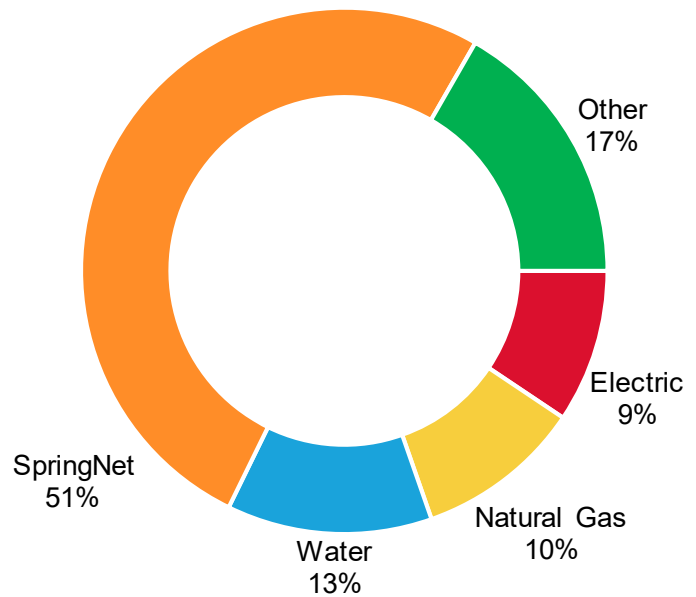
Capital Improvements Summary

Purpose

Capital budgeting is a fundamental part of the budgeting process for a utility. City Utilities uses the capital budget as a tool to manage competing demands for resources through a process of planning and allocating those resources. Capital improvements are necessary to maintain and rehabilitate aging infrastructure in order to provide safe and reliable services to our existing customers, to prepare for future demand, and to meet environmental and regulatory requirements.

This section presents an overview of City Utilities' Capital Improvement Budget, including the planning process, the funding sources, and the capital projects funded in the 2021 Budget. Projects included in the 2021 Capital Improvements Budget have a projected cost nearly of \$105 million. These are grouped by their functional service category.

**Capital Expenditures
by Category**



Functional Service (000s)	Major Capital	Recurring Capital	2021 Capital Budget
Electric Power Generation	\$ 731	\$ 354	\$ 1,085
Electric Transmission & Distribution	2,393	6,377	8,770
Natural Gas Transmission & Distribution	8,048	2,652	10,700
Water Supply & Treatment	644	112	756
Water Distribution	9,432	3,023	12,455
Transit	2,600	160	2,760
SpringNet	53,169	134	53,303
Information Technology	1,529	10	1,539
Facilities	5,074	855	5,929
Vehicles & Equipment	1,377	32	1,409
Other Support	0	179	179
Contingencies	0	5,676	5,676
Totals	\$ 84,997	\$ 19,564	\$ 104,561

Contingencies

A designated contingency fund has been created for Revenue Producing and Municipal Improvements projects. The level of activity in the public works, residential housing, and commercial development markets is difficult to project with a high degree of certainty. When a project exceeds the budgeted allocation within a category, money may be transferred from the designated contingency fund to supplement the budget for the impacted project. Of the \$5,676,000 available in the Contingencies budget for 2021, \$3 million is designated for these Revenue Producing and Municipal Improvement projects.

Power Generation

(000s)

Major Capital Projects

Upgrade Combustion Control Systems	\$ 481
Environmental Improvements	250

Recurring/Small Capital

JTEC - Capital	230
Power Generation Other - Capital	124

Totals	\$ 1,085
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Environmental Improvements**Budget:** \$250,000**Purpose:** Purchase and install wet dust collector for the tripper floor area on JTEC Unit 2.**Justification:** These projects are required to comply with operating permits and environmental regulations and are needed to improve safety of our employees in the area of the plant that have been problematic in the past. (Strategies 3.1 Responsibility and 3.3 Environmental Awareness)**Duration:** The majority of the purchase of the wet dust collector will have occurred in 2020. The final purchase and installation cost will occur in 2021.**Upgrade Combustion Control Systems****Budget:** \$481,000**Purpose:** Perform upgrades to existing combustion control systems.**Justification:** These upgrades are necessary as our control systems become functionally and technologically obsolete. Control systems must also be upgraded to meet NERC requirements. (Strategies 1.1 Reliability and 3.1 Responsibility)**Duration:** Fiscal 2021 funds will be used for the initiation of JTEC Unit 2 turbine controls upgrade which will continue into fiscal 2022.**Electric Transmission & Distribution**

(000s)

Major Capital Projects

Pole Maintenance	\$ 2,000
Downtown Underground Distribution Upgrades	200
Metering Technology	193

Recurring/Small Capital

Transmission and Distribution	2,729
Revenue Producing/Developer	1,157
Relocations and Municipal Improvements	1,097
Substations	1,044
Electric Measurement & Metering	321
Power Quality	29

Totals	\$ 8,770
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Pole Maintenance**Budget:** \$2.0 million**Purpose:** Replace aging pole infrastructure.**Justification:** This project is needed to make progress in moving towards a 50-year pole replacement cycle. (Strategies 1.1 Reliability and 3.1 Responsibility)**Duration:** Ongoing**Downtown Underground Distribution Upgrades****Budget:** \$200,000**Purpose:** Replace and upgrade downtown underground distribution systems.**Justification:** Current downtown distribution system consists of old vaults and cable system. Increasing load downtown will require an upgraded system to adequately provide service to this area. (Strategies 1.1 Reliability and 6.1 Customer Service)**Duration:** This project is expected to be completed by 2030. Additional funding will be required to complete this project by 2030.

Metering Technology**Budget:** \$193,000**Purpose:** Install Advanced Metering Infrastructure (AMI) including meters and associated communication equipment.**Justification:** City Utilities is in the process of moving to the next generation of metering. This project includes upgrading our older, manual metering system to an Advanced Metering Infrastructure (AMI) which will provide customers with a variety of benefits including better customer service and better reliability. This has been a multi-year project, providing customers with up-to-date usage information, which could be helpful in understanding how to make smarter choices affecting their utility consumption. (Strategies 6.1 Customer Service and 2.1 Affordability)**Duration:** Completion anticipated in 2021.**Natural Gas**

(000s)

Major Capital Projects

Natural Gas Main & Service Renewals	\$ 5,780
Advanced Metering Infrastructure - Natural Gas	1,974
Natural Gas Main Tie-Ins	294

Recurring/Small Capital

Transmission and Distribution	1,333
Relocations and Municipal Improvements	613
Revenue Producing	378
Natural Gas Measurement	328

Totals	\$ 10,700
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Natural Gas Main & Service Renewals**Budget:** \$5.8 million**Purpose:** The 2021 Budget includes \$5.8 million to replace approximately thirteen miles of older natural gas mains and connected services, including a minimum of six miles of Aldyl A plastic mains and connected services.**Justification:** Renewal of natural gas mains and services is necessary to ensure continuity of safe and reliable natural gas service. Natural gas mains are being renewed due to age, failure history, and risk potential. The Aldyl A main replacement is required by order of the Missouri Public Service Commission and will remain in effect until all affected lines have been replaced. (Strategies 4.1 Safety and 1.1 Reliability)**Duration:** Ongoing**Advanced Metering Infrastructure - Natural Gas****Budget:** \$1.5 million**Purpose:** Install Advanced Metering Infrastructure (AMI) including meters and associated communication equipment.**Justification:** This project allows customers and City Utilities to achieve the benefits of advanced meter reading and future opportunities for system monitoring as well as allowing City Utilities to provide enhanced energy usage information to customers in the future. (Strategies 6.1 Customer Service and 2.1 Affordability)**Duration:** Completion anticipated by 2023.**Natural Gas Main Tie-Ins****Budget:** \$294,000**Purpose:** Complete natural gas main tie-ins at Battlefield/West Bypass, Plainview Road, Silvers Tap and finish the East Sunshine tie-in from Copper Mill Subdivision to Farm Road 205.**Justification:** The natural gas main tie-ins on Battlefield, Plainview, and the Silvers Tap are to provide for system pressure support of our 30 psi mains in district 65. The Sunshine tie-in is to provide system support of 60 psi mains in the area east of Highway 65. (Strategies 1.1 Reliability and 6.1 Customer Service)**Duration:** Some projects could continue into fiscal 2022 due to the timing of the construction season.

Water Supply & Treatment

(000s)

Major Capital Projects

Fulbright Filter Rehabilitation	\$	454
Water Treatment Renewals & Replacements		190

Recurring/Small Capital

Water Treatment and Production		97
Water Supply		15

Totals	\$	756
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Water Treatment Renewals & Replacements**Budget:** \$190,000**Purpose:** Renew and replace assets such as pumps, motors, valves, and other essential components of our water treatment system.**Justification:** A significant portion of our operating equipment and infrastructure is more than 50 years old, some being over 70 years old. Components need to be replaced when maintenance no longer has a cost/benefit justification. (Strategies 1.1 Reliability and 2.1 Affordability)**Duration:** Ongoing**Fulbright Filter Rehabilitation****Budget:** \$454,000**Purpose:** Upgrade filters at Fulbright Water Treatment Plant (FWTP) and replace antiquated equipment, underdrain, and depleted filter media.**Justification:** A 2014 engineering study conducted by Burns & McDonnell concluded filter upgrades will be necessary to maintain expected water quality from the FWTP. (Strategies 1.1 Reliability and 2.1 Affordability)**Duration:** The project is planned to rehabilitate one filter each fiscal year starting in 2020 and ending in 2025.**Water Distribution**

(000s)

Major Capital Projects

Water Main & Service Renewals	\$	6,790
Advanced Metering Infrastructure - Water		2,489
Water Main Tie-In		153

Recurring/Small Capital

Distribution System Improvements		1,724
Revenue Producing		674
Municipal Improvements		625

Totals	\$	12,455
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Water Main & Service Renewals**Budget:** \$6.8 million**Purpose:** Replace approximately nine miles of water mains and connected services that are prone to leakage and breaks.**Justification:** As City Utilities' water infrastructure continues to age, the annual number of main breaks and service leaks increases. A significant portion of City Utilities' lost and unaccounted for water is attributed to leakage and main breaks, the leading factors being the condition of the pipe (corrosion) and weather-related soil movement. These main breaks and leaks also cause significant damage to streets, sidewalks and landscaping. Upgrading the older, deteriorated mains and services will ultimately lead to a reduction in the main breaks and an improvement in the amount of lost, non-revenue water and will reduce maintenance costs. Where applicable, water main renewal projects are coordinated with natural gas main renewals to achieve cost synergies. (Strategies 1.1 Reliability and 6.1 Customer Service)**Duration:** Ongoing

Advanced Metering Infrastructure – Water**Budget:** \$2.5 million**Purpose:** Install Advanced Metering Infrastructure (AMI) including meter modules and associated communication equipment.**Justification:** This project allows customers and City Utilities to achieve the benefits of advanced meter reading and future opportunities for system monitoring as well as allowing City Utilities to provide enhanced water usage information to customers in the future. (Strategies 6.1 Customer Service and 2.1 Affordability)**Duration:** Completion anticipated by 2023.**Water Main Tie-In****Budget:** \$153,000**Purpose:** Complete water main tie-ins at Haseltine & Division and along Farm Road 164.**Justification:** The 12" water tie-in along Haseltine will provide redundancy for the Partnership Industrial Complex - West area, including the new Greene County jail and West Side Stone. The 16" tie-in along Farm Road 164 will provide increased fire flows and improved water quality for SW Springfield. (Strategy 1.1 Reliability)**Duration:** These projects will be completed in fiscal 2021.**Transit**

(000s)

Major Capital Projects

Fixed Route Fleet	\$ 2,000
Division Street ADA & Sidewalk	600

Recurring/Small Capital

Transit Capital	160
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Totals	\$ 2,760
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Fixed Route Fleet**Budget:** \$2.0 million**Purpose:** Replace three 2001 buses. The current bus fleet consists of twenty-seven low-floor fixed route buses. FTA is funding 80% of this project through a § 5339 Discretionary Grant and the remaining 20% will be a local match, a portion of which will come from § 5339 statewide apportionments from MoDOT.**Justification:** Replacement of three refurbished 2001 buses that have reached the end of their useful lives with two new low-floor 35-foot electric buses. (Strategies 1.1 Reliability and 2.2 Affordable Transit Services)**Duration:** This purchase will occur in fiscal 2021.**Division Street ADA & Sidewalk****Budget:** \$600,000**Purpose:** Partnering with the City of Springfield to construct a sidewalk on Division Street between Kansas Expressway and West Avenue. This sidewalk will improve ADA compliance in this area. FTA is funding a portion of this project through § 5310 Formula Funds and the rest will be a local match. This equates to approximately \$330,000 in federal funds, roughly \$190,000 from the City of Springfield, and City Utilities will contribute the remaining amount of close to \$80,000.**Justification:** Currently, there is no sidewalk along Division Street between Kansas Expressway and West Avenue. This limits access to transit services for those customers who fall under ADA protections. (Strategies 2.2 Affordable Transit Services and 3.1 Responsibility)**Duration:** This project will occur in fiscal 2021.

SpringNet®

(000s)

Major Capital Projects

Network Expansion	\$ 50,677
Revenue Generation	1,221
Ethernet Infrastructure	806
Fiber/Outside Plant Infrastructure	465

Recurring/Small Capital

Facility Relocations	134
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Totals	\$ 53,303
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Network Expansion**Budget:** \$50.7 million

Purpose: Facilitate highspeed (Gigabit) broadband internet access to the entire Springfield community including residents, vital services, schools, businesses, and entertainment venues.

Justification: Enables CU/SpringNet to contribute to and enhance the economic vitality and quality of life and place of the Springfield area. This infrastructure project will provide the backbone network for private telecommunications providers to offer highspeed internet access to the entire residential, commercial, and industrial community. (Strategies 5.1 Quality of Life and 1.1 Reliability)

Duration: This project will continue through 2023.

Revenue Generation**Budget:** \$1.2 million

Purpose: Extend SpringNet broadband services to new and existing customers where economically justified.

Justification: Enables SpringNet to meet customer demand for SpringNet broadband services and to generate revenue for the SpringNet business unit. (Strategies 5.1 Quality of Life and 1.1 Reliability)

Duration: Ongoing

Ethernet Infrastructure**Budget:** \$806,000

Purpose: Supports and enhances the Ethernet infrastructure (routers, switches, optical transport equipment) of the SpringNet broadband network.

Justification: Ensures the core network infrastructure of SpringNet maintains adequate capacity and reliability to support growth demands from the Springfield business community. (Strategy 1.1 Reliability)

Duration: Ongoing

Fiber/Outside Plant Infrastructure**Budget:** \$465,000

Purpose: Expand the fiber optic cable assets located outside plant and fund construction of equipment cabinets, huts, and shelters in high demand areas.

Justification: Enables the construction of fiber optic cable extensions as well as capacity additions in order to meet the demand of new customers for high speed broadband. (Strategies 5.1 Quality of Life and 1.1 Reliability)

Duration: Ongoing

Information Technology

(000s)

Major Capital Projects

Maintenance & Support - Operational Systems	\$ 516
Maintenance & Support - Customer Systems	398
IT Infrastructure	385
Maintenance & Support - ERP Systems	230

Recurring/Small Capital

Information Technology	10
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Totals	\$ 1,539
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Maintenance & Support - Operational Systems

Budget: \$516,000**Purpose:** Develop and complete a new Supply Chain Management (SCM) system.**Justification:** This tool is being developed in-house and is integral to daily operations. SCM is the Utility's purchasing and inventory system and is used across the company for bids, requisitions, and materials tracking. (Strategies 1.1 Reliability and 3.1 Responsibility)**Duration:** This project will be completed early in fiscal 2022.

Maintenance & Support - Customer Systems

Budget: \$398,000**Purpose:** Complete the Customer Portal implementation and replace the Complex Billing rate engine that calculates bills for CU's Commercial and Industrial customers.**Justification:** Customer Portal implementation will provide CU customers a full-service smart phone application and web experience. Customers will be able to manage payments, view usage, and receive notifications. The current complex billing engine is aging out and becoming more difficult to maintain. The new system will continue to allow CU to provide affordable and flexible rate structures for our customers. (Strategies 2.1 Affordability and 6.1 Customer Service)**Duration:** These projects will be completed in 2021.

IT Infrastructure

Budget: \$385,000**Purpose:** Enhance network infrastructure and complete a wireless upgrade.**Justification:** Network switch replacement is required as aging equipment has limited the cost/benefit of maintenance. Replacing the equipment will yield a net savings over incremental upgrades needed to preserve maintainability from the vendor. Additionally, the new hardware has features that will help to better secure network traffic and provide future flexibility. (Strategies 1.1 Reliability and 3.1 Responsibility)**Duration:** This project will be completed in 2021.

Maintenance & Support - ERP Systems

Budget: \$230,000**Purpose:** The major Enterprise Resource Planning (ERP) item for fiscal 2021 is a new Time and Labor Module. Budgeted funds will be used for licensing and implementation services.**Justification:** Time and Labor module will be necessary to optimize payroll processes, potentially eliminate paper timesheets, and further facilitate time entry across the Utility. (Strategies 3.1 Responsibility and 2.1 Affordability)**Duration:** These projects will be completed in 2021.

Facilities

(000s)

Major Capital Projects

City/County/CU Trunked Radio System	\$ 3,262
Pavement Projects	463
Major Facilities Renovations	480
Facilities System Improvements	388
Major Interior & Exterior Projects	255
Major Roof Replacements	226

Recurring/Small Capital

Facilities Security	348
Other Facilities Improvements	325
Industrial Park Infrastructure	170
Trunked Radio and SCADA Systems	12

Totals	\$ 5,929
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City/County/CU Trunked Radio System

Budget: \$3.3 million**Purpose:** Upgrade the Trunked Radio System to a supportable and interoperable configuration.**Justification:** The Trunked Radio System (TRS) is obsolete and many key components are no longer supported by the manufacturer. In addition, the current system employs proprietary formats which greatly hinder interoperable communications. The fiscal 2020 and 2021 funding will be used to upgrade the TRS to a state-of-the-art all-digital configuration based upon the Association of Public-Safety Communications Officials Project-25 standard. This will produce a supportable radio system and greatly enhance interoperability. (Strategies 1.1 Reliability and 3.1 Responsibility)**Duration:** This project will be completed in 2021.

Pavement Projects

Budget: \$463,000**Purpose:** Maintain and replace parking lots, material yards, and other minor items.**Justification:** Belcrest Material Yard and underlying drainage is reaching 35-40 years of age and is experiencing groundwater induced failure. Underlying metal drainage structures of significant size are in questionable condition and will likely have to be replaced. This lot endures heavy loads due to pole and transformer handling. This project will likely be spread over several years and require \$1.5 to \$2 million. (Strategies 4.1 Safety)**Duration:** Ongoing

Major Facilities Renovations

Budget: \$480,000**Purpose:** Design and replace the Fellows Lake docks, marina, and associated infrastructure.**Justification:** An engineering study completed in 2018 determined the Fellows Lake dock and marina only had a few years of useful life left. It has been determined that CU will continue to maintain this recreational facility. (Strategy 3.1 Responsibility)**Duration:** Ongoing

Facilities System Improvements

Budget: \$388,000**Purpose:** Timely replace Facility Systems mechanical and control equipment as it reaches the end of its anticipated useful life.**Justification:** During this planning period it is anticipated that we will begin construction of the replacement for the HVAC system in the electric dispatch area. Most of its equipment components have been in service approximately 35 years. Due to the scope of the project, work is anticipated to span 2021 and 2022 budget years. This project will continue to be utilized to replace other aging equipment throughout the Utility with higher efficiency units. (Strategies 4.1 Safety and 1.1 Reliability)**Duration:** The electric dispatch area HVAC system replacement will be completed in 2022.

Major Interior & Exterior Projects

Budget: \$255,000**Purpose:** Repair, replace, and maintain building interiors, exterior façade, and other outside elements.**Justification:** Funds are budgeted this period for continuation of window replacement at Fulbright, additional landscaping improvements, continued replacement of carpet at few remaining facilities, as well as general, ongoing maintenance work that will be needed at other outlying buildings. (Strategies 4.1 Safety and 1.1 Reliability)**Duration:** Ongoing

Major Roof Replacements

Budget: \$226,000**Purpose:** Repair, replace, and maintain building roofs and associated water-proofing elements.**Justification:** Funds are currently planned for significant roof coating at electric operations and meter & service. (Strategies 4.1 Safety and 1.1 Reliability)**Duration:** Ongoing

Vehicles & Equipment

(000s)

Major Capital Projects

Heavy Equipment	\$	820
Small Vehicle and Equipment Replacement		557

Recurring/Small Capital

Fleet Additions		32
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Totals	\$	1,409
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Small Vehicle and Equipment Replacement

Budget: \$557,000**Purpose:** Scheduled replacement of the small vehicle and equipment fleet.**Justification:** Due to normal wear and tear, the vehicles are generally scheduled for replacement after ten years of service. (Strategies 1.1 Reliability and 4.1 Safety)**Duration:** Ongoing

Heavy Equipment

Budget: \$820,000**Purpose:** Scheduled purchase and replacement of fleet assets that include medium and heavy trucks and heavy equipment.**Justification:** Replacements are prioritized annually by the operating areas and Fleet Management. This may include items such as digger derricks, dump trucks, service trucks, and backhoes. Replacements will be based on age, condition, work requirements, and useful life. Generally, a 15-year useful life is the goal for most assets this equipment category. (Strategies 1.1 Reliability and 4.1 Safety)**Duration:** Ongoing

City Utilities groups expenditures by functional category. Operating Expenditures are presented for the fiscal year beginning October 1, 2020 through September 30, 2021. Operating Expenditures encompass operations, maintenance, and administrative costs. Expenditures for fuels and labor are also included.

For comparative purposes, actual expenditures for the year ended September 30, 2019 and reprojected expenditures for the year ending September 30, 2020 are also presented.

The Functional Responsibility sections include brief descriptions of each category and their functions.

The Reprojected Adjustment sections present significant changes to expenditures for the current fiscal 2020.

Major Budget Initiatives encompass the major expenditures for large, nonrecurring, and new projects for fiscal 2021.

Annual Initiatives describe the significant ongoing daily activities that are budgeted within the category.

OPERATING EXPENDITURES

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Fuels and Purchased Energy	3
Electric Transmission & Distribution	4
Natural Gas Transmission & Distribution	4
Water Supply & Treatment	5
Water Distribution	6
Transit	6
Facilities	7
Vehicles & Equipment	8
SpringNet®	8
Information Technology	9
Finance	9
Human Resources	10
General Operations Support	11
Administrative Support	12
Customer Support	13
Debt Service	14
Non-Utility	14

Operating Expenditures by Category

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Power Generation	\$ 25,216	\$ 23,182	\$ 27,787
Fuels and Purchased Energy	157,235	143,361	159,075
Electric Transmission & Distribution	28,067	27,108	27,602
Natural Gas Transmission & Distribution	5,219	6,065	5,283
Water Supply & Treatment	5,176	5,730	6,594
Water Distribution	3,871	5,648	4,358
Transit	4,556	4,991	4,747
Facilities	6,148	6,172	5,961
Vehicles & Equipment	2,504	2,633	2,639
SpringNet®	4,622	6,011	6,217
Information Technology	9,410	11,152	11,202
Human Resources	52,203	55,749	57,046
Finance	5,236	6,657	6,288
General Operations Support	3,603	4,134	4,535
Administrative Support	5,535	6,372	6,395
Customer Support	10,842	12,024	12,306
Debt Service	55,146	55,735	57,329
Non-Utility	68,594	77,742	81,455
Sub-Total Project Expenditures	453,183	460,466	486,819
Guarantees – The Energy Authority	0	9,643	0
Total Expenditures	<u>\$ 453,183</u>	<u>\$ 470,109</u>	<u>\$ 486,819</u>

Power Generation

Functional Responsibility

Power Generation includes the generation and control of electric power through the operation of John Twitty Energy Center (JTEC), James River Power Station (JRPS), McCartney Generating Station (MGS), and Noble Hill Landfill Renewable Energy Center (NHLREC). These facilities encompass 503 MW of base load generation from two coal fired steam turbines and 359 MW of peaking capacity from six natural gas combustion turbines. JRPS is also capable of 165 MW of base load generation from two natural gas fired steam turbines but is currently in a long-term outage and set to be retired December 1, 2020, pending approval from the Southwest Power Pool (SPP).

City Utilities is a member of the SPP, a Regional Transmission Operator (RTO) that operates a consolidated balancing authority for its members to schedule and dispatch energy resources. In conjunction with the consolidated balancing authority, SPP operates an Integrated Marketplace for SPP members to procure and market energy from other SPP members.

City Utilities' Power System Control area works with SPP to ensure that City Utilities' system always operates in a prudent, reliable manner.

City Utilities' Power Marketing area works with The Energy Authority (TEA) to offer CU's energy sources into the SPP Integrated Marketplace and take advantage of other marketing opportunities as they arise. The Power Marketing area also works with TEA to import and export power (through the SPP Integrated Marketplace and other sources) in the most economical way to serve CU's native load customers.

The Transmission Planning area evaluates the system's future needs and develops plans necessary for the reliable delivery of bulk power to CU's system.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
JTEC Maintenance	\$ 14,277	\$ 12,648	\$ 17,411
JTEC Operations	5,247	5,738	5,314
JTEC Materials	953	104	100
Sub-Total JTEC	20,477	18,489	22,825
JRPS Maintenance	374	186	383
JRPS Operations	145	110	122
JRPS Materials	33	0	0
Sub-Total JRPS	552	296	506
Power Generation – Other	4,188	4,397	4,456
Total Expenditures	\$ 25,216	\$ 23,182	\$ 27,787

Major Budget Initiatives

- JTEC maintenance will increase in fiscal 2021 due to the timing and scope of major outage work to be performed.

Annual Initiatives

- Operations and Maintenance expenditures for Power Generation include labor, goods, materials, and services required to maintain the reliable operation of the generating facilities.

Fuels and Purchased Energy

Functional Responsibility

Coal is the primary fuel used in generating electricity by the steam units at the John Twitty Energy Center (JTEC). Natural gas is the primary fuel for the steam units at the James River Power Station (JRPS) and the combustion peaking turbines.

In March 2014, City Utilities entered into the Southwest Power Pool (SPP) Integrated Marketplace. City Utilities provides generation to the market and also purchases energy from the market when economical. City Utilities purchases supplemental hydroelectric energy from the Southwestern Power Administration (SWPA) when it is available. It is estimated in fiscal 2021 that CU will receive over 40% of its energy (as a percentage of system sales) from renewable sources.

Natural gas, for resale to customers and for electric generation, is transported to Springfield through pipelines operated by Southern Star Central Gas Pipeline, Inc. and Enable Gas Transmission, LLC. The Energy Authority (TEA), as an agent for City Utilities, purchases natural gas for City Utilities' customers.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Coal	\$ 42,027	\$ 31,261	\$ 40,286
Natural Gas	57,257	53,350	62,356
Other Fuels	816	1,240	2,441
Purchased Power	54,141	55,167	51,470
Emission Consumables	2,186	1,550	1,663
Other Electric	449	406	458
Other Natural Gas	359	388	400
Total Expenditures	<u>\$ 157,235</u>	<u>\$ 143,361</u>	<u>\$ 159,075</u>

Annual Initiatives

- The Budget assumes that the John Twitty Energy Center will burn low-sulfur coal from the Powder River Basin in Wyoming. The 2021 Budget includes the purchase of approximately 1.1 million tons of coal at a cost of \$40 million. Average delivered coal costs, including freight, are budgeted at \$2.03 per million British Thermal Units (BTU). The budgeted coal inventory on September 30, 2021 is approximately 165,000 tons valued at \$5 million.
- The Budget assumes a natural gas inventory of 2.4 million dekatherms valued at \$4 million on September 30, 2020. The inventory will be withdrawn during the 2020-2021 heating season as needed to meet firm requirements for natural gas and will be replenished during the spring and summer of 2021. The budgeted natural gas inventory at September 30, 2021, is expected to increase in value to \$5 million for 2.3 million dekatherms.
- The 2021 budgeted cost of 15.6 million dekatherms of natural gas is \$52 million. This includes \$31 million for natural gas purchased for firm and curtailable customers, \$13 million for transportation capacity, and \$8 million for the purchase of 3.1 million dekatherms of natural gas used in power generation.
- In August 2008, City Utilities entered a 20-year contract to purchase energy from the Smoky Hills Wind Project near Salina, Kansas. It is estimated that this 50 MW contract will deliver 181,000 MWh in fiscal 2021.
- In October 2013, City Utilities entered a 25-year contract to purchase energy from Strata Solar. It is a 4.95 MW contract.
- In November 2015, City Utilities entered a 22-year contract to purchase energy from Frontier Windpower, LLC, a wholly owned subsidiary of Duke Energy. It is estimated that this 200 MW contract will deliver 616,000 MWh in fiscal 2021.
- In January 2018, City Utilities entered a 20-year contract to purchase energy from the Diamond Vista Wind Project near Salina, Kansas. It is estimated that this 100 MW contract will deliver 370,000 MWh in fiscal 2021.
- The Budget assumes the purchase of 2.1 million MWh of energy in 2021 or approximately 51% of system and off-system requirements. The budgeted cost of purchased power is \$51 million of which \$3 million is allocated to fund firm capacity charges for 50 MW from SWPA.

Electric Transmission and Distribution

Functional Responsibility

Electric Transmission & Distribution is responsible for the engineering, construction, operation, and maintenance of approximately 1,800 miles of overhead and underground distribution lines, 210 miles of transmission lines, and 48 substation sites. Transmission is classified as anything 69kV and above while distribution is 13.2 kV and below. Electric Transmission & Distribution is also responsible for street lighting in the community and the Vegetation Management Program, a program of urban forest and planting management that helps to prevent interference with the operation of the electric system. Approximately 115,000 customers are served.

Major Budget Initiatives

- Vegetation Management Programs will continue during fiscal 2021 to improve electric system reliability and are budgeted at \$4.2 million.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Electric T & D	\$ 22,396	\$ 22,557	\$ 23,233
Electric T & D Storms	1,412	779	797
Measuring & Metering	524	532	624
Electric Substations	2,880	2,785	2,490
Power Quality	235	262	264
Electric Materials	618	193	194
Total Expenditures	<u>\$ 28,067</u>	<u>\$ 27,108</u>	<u>\$ 27,602</u>

Annual Initiatives

- Ongoing preventive and scheduled maintenance of the electric system is reflected in several budgeted projects. Overhead, underground, and substation maintenance requires a significant amount of City Utilities' labor, as well as some contract labor for specific items.
- System expansion and relocation of facilities requires engineers and technicians to work with developers, contractors, and other utilities to quickly and efficiently provide service to new customers.

Natural Gas Transmission and Distribution

Functional Responsibility

Natural Gas Transmission & Distribution is responsible for the engineering, construction, operations, and maintenance of over 1,280 miles of natural gas mains, 49 miles of natural gas transmission lines, 164 regulator and gate stations, and more than 78,300 service lines. Department of Transportation and Public Service Commission safety regulations are strictly followed to ensure the safe and efficient supply of natural gas to approximately 83,000 customers.

Annual Initiatives

Natural Gas Transmission & Distribution expenditures include the labor, goods, materials, and services necessary to operate the natural gas system and to maintain compliance with all applicable federal and state safety regulations. Included in these are the performance and maintenance of the leak survey and cathodic protection programs, integrity management initiatives, and purchase of odorant, as well as the operation and maintenance of the Lake Springfield Natural Gas Peaking Station.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Nat Gas T & D Maint	\$ 1,525	\$ 1,829	\$ 1,673
Natural Gas Measurement	1,812	2,063	1,796
Nat Gas T & D Operations	1,791	2,159	1,800
Natural Gas Materials	91	14	14
Total Expenditures	<u>\$ 5,219</u>	<u>\$ 6,065</u>	<u>\$ 5,283</u>

Water Supply and Treatment

Functional Responsibility

Water Operations is responsible for providing safe drinking water to our community. That responsibility includes all phases of the treatment process, from protecting source water quality through management of our watersheds to ensuring drinking water quality by sampling our customers' water at the tap, and all steps in between. These efforts have consistently yielded excellent results that exceed regulatory requirements and have been recognized nationally through the American Water Works Association's Partnership for Safe Water program for the last twenty years.

CU staff operate and maintain all water treatment facilities which can produce up to 66.5 million gallons per day with daily output typically ranging between 20 to 50 million gallons per day, depending on the season. On average, Water Treatment personnel treat and deliver 28 million gallons per day of safe drinking water to approximately 250,000 people that live in, work in, or visit our community.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Supply Operations	\$ 744	\$ 778	\$ 785
Supply Maintenance	243	466	1,364
Treatment Operations	2,320	2,319	2,423
Production Operations	885	959	810
Production Maintenance	984	1,208	1,213
Total Expenditures	<u>\$ 5,176</u>	<u>\$ 5,730</u>	<u>\$ 6,594</u>

Annual Initiatives

- Annual operating expenses at the Stockton Pump Station make up a portion of this budget category. The Budget includes power costs, U.S. Army Corps of Engineers charges for City Utilities' share of the project to maintain the Stockton dam and reservoir, spare parts, and maintenance. The Corps of Engineers determines the spending level necessary to meet this obligation.
- The Blackman and Fulbright Water Treatment Plants each have extensive pumping facilities, chemical feed equipment, processing equipment, piping, valves, electrical equipment, SCADA systems, controls, storage, and mixing and settling facilities which all requires considerable monitoring and maintenance. Recurring projects in this category include funding for these needs. It also includes chemicals to treat the water to drinking water standards to meet all state and federal regulations.
- Mowing and maintenance is performed at 21 water site properties, much of which is at Fellows and McDaniel Lakes. This also includes fence repair and routine maintenance/repair of boat docks and pavilions at Fellows Lake.
- Funding for the Watershed Committee of the Ozarks has been budgeted at \$200,000 per year to support watershed management and education.
- Funds to inspect and maintain five dams, which form the reservoir and lakes containing City Utilities' primary sources of drinking water, are included in this budget. Coordination with the State Dam and Reservoir Safety Program is required each year along with permitting activities and two inspections per dam.
- Funds to operate the certified water quality laboratory are included in this budget category. City Utilities' lab performs over 80,000 analyses on water samples each year. Lab personnel also carry out a lakes management program that is a benchmark for the Midwest region in managing surface water sources for taste and odor.
- Each year, all Missouri water systems are required to pay the Drinking Water Primacy Fee to the Missouri Department of Natural Resources (DNR). The primacy fee provides critical funding for services and activities the state must perform to maintain oversight of the federal drinking water program. DNR-provided services and activities include lab testing, engineering reviews, construction authorization, permit issuance, inspections, sanitary surveys, technical assistance, compliance enforcement, rule development, and emerging contaminant research. The payment for City Utilities' drinking water system, based on the number of customers served, is projected to be \$150,000 in fiscal 2021.

Water Distribution

Functional Responsibility

Water Distribution maintenance and operations expenditures cover the activities associated with maintaining and operating more than 1,250 miles of transmission and distribution water mains, 8,300 fire hydrants, and 30,000 valves. The reliable delivery of safe drinking water to approximately 83,000 customers is performed in compliance with the rules and regulations of the Missouri Department of Natural Resources (DNR).

Water Measurement and Metering functions include the purchase, installation, and maintenance of water meters as well as disinfection of new mains, flushing, and chlorine testing for the distribution system. The personnel responsible for these functions also monitor private backflow prevention and respond to individual customer requests for water leaks, low pressure, water connects, and disconnects.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Distrib. Maintenance	\$ 2,010	\$ 3,633	\$ 2,364
Distrib. Operations	901	1,062	1,059
Measuring & Metering	895	953	927
Water Materials	65	0	8
Total Expenditures	<u>\$ 3,871</u>	<u>\$ 5,648</u>	<u>\$ 4,358</u>

Annual Initiatives

- Water distribution expenditures include the labor, equipment, and materials necessary to respond to main and service breaks, conduct a flushing program to maintain drinking water quality, systematically maintain customer meters in service, and monitor the timely testing of customers' backflow prevention assemblies.

Transit

Functional Responsibility

Transit is responsible for the operation and maintenance of the public transportation system for the city of Springfield. City Utilities offers Fixed Route and Paratransit bus services. The Fixed Route program includes the operation of accessible buses on a fixed route schedule. The Paratransit program called Access Express, operates on a demand-responsive, origin-to-destination basis which transports disabled passengers on accessible coaches using a call-in reservation system.

A portion of operational funding is provided by the Federal Transit Administration (FTA). Transit is responsible for compliance with regulations from FTA, Title VI, and the Americans with Disabilities Act (ADA).

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Transit Operations	\$ 3,563	\$ 3,852	\$ 3,751
Transit Maintenance	992	1,140	996
Total Expenditures	<u>\$ 4,556</u>	<u>\$ 4,991</u>	<u>\$ 4,747</u>

Annual Initiatives

- Transit operations and maintenance expenditures include the labor, maintenance, fuel, and other ongoing expenses of daily Transit operations.

Facilities

Functional Responsibility

Facilities is responsible for the maintenance, repair, remodeling, select construction, and security of City Utilities' buildings and properties. The acquisition and maintenance of office furnishings and equipment, property acquisition, and internal mail services are also included in the Facilities category. Key functions include architectural services, engineering and design services, property management, and maintenance of facility records. Overall goals are to provide employees with a safe, clean, and productive work environment.

Telecommunications Operations is responsible for the operation and maintenance of a telephone system providing dial tone, automated voice services, and call center operations as well as operation of an Interactive Voice Response system providing Customer Account Information and Phone Pay services.

The Trunked Radio System division operates and maintains a complex, computer-controlled two-way radio system that facilitates efficient sharing of scarce radio frequency channels among a large group of users. City Utilities, City of Springfield, and Greene County are partners in the county-wide system that serves 4,200 users in multiple government and vital non-profit agencies. The system is strictly utilized for public safety, emergency response, and operations of critical services.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Facilities and Grounds Maintenance	\$ 3,304	\$ 2,797	\$ 2,867
Office Services	139	146	154
Property Maintenance	6	9	7
Security	1,495	1,781	1,845
Telecommunications Operations	505	601	500
Trunked Radio System	699	838	588
Total Expenditures	\$ 6,148	\$ 6,172	\$ 5,961

Annual Initiatives

- Facilities Maintenance is funded at \$3 million in 2021 to support a broad spectrum of ongoing and anticipated maintenance and repairs to City Utilities' facilities. These include maintaining roofs, building exteriors, electrical, plumbing, and HVAC systems, fire suppression and alarm systems, stand-by generators, elevators, uninterruptible power supply (UPS) systems, and air compressors. Also included are the costs for minor maintenance of building interiors, exteriors, and grounds. Funds are included in 2021 for the replacement of the docks at Fellows Lake and the primary HVAC equipment serving Electric Systems Control as well as other critical areas on the first floor at 301 East Central.
- Physical Security provides safeguards to protect and prevent unauthorized access to CU facilities, equipment, and employees. The 2021 budget of \$2 million, includes the cost of security access and monitoring systems, contract guard services for primary facilities, and the Security Operation Center.
- The Trunked Radio System operations and maintenance budget for 2021 is \$588,000. An in-house staff of five people, along with electric and technical service contractors, ensures this system operates at the highest level of reliability. The system includes a hardened central electronics facility, seven radio tower sites, and sixteen consoles at the E911 Center. The division also provides wireless communications to support 165 natural gas and water Supervisory Control and Data Acquisition (SCADA) sites.
- Telecommunications Operations is funded at \$500,000 for fiscal 2021. These expenditures are used to support voice services for City Utilities including telephone equipment, trunks, and long distance.

Vehicles & Equipment

Functional Responsibility

Manage City Utilities' fleet of vehicles and equipment. This includes optimizing replacement cycles, providing necessary equipment for operating departments, preparing specifications, maintaining, repairing, and rebuilding all fleet assets. This category excludes expenditures relating to buses which are included in the Transit category.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Vehicle Operations	\$ 667	\$ 671	\$ 687
Vehicle Maintenance	1,828	1,957	1,947
Vehicle Materials	9	5	5
Total Expenditures	<u>\$ 2,504</u>	<u>\$ 2,633</u>	<u>\$ 2,639</u>

Annual Initiatives

- Fleet Operations and Maintenance expenditures in this category include Fleet Management labor, parts, equipment testing, general operating expenses, fuel, and tire repair or replacement for all fleet assets excluding Transit buses.

SpringNet®

Functional Responsibility

The SpringNet network maintains two focuses: internally provided services and an external business unit operated under the SpringNet trademark. SpringNet has provided external broadband services since 1997. It currently offers two distinct Ethernet high speed broadband services, NETLink (Internet access) and LANLink (business to business private networks). Additionally, SpringNet provides dark fiber leases and wireless carrier pole attachments including small cells.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
SpringNet Operations	\$ 4,641	\$ 5,998	\$ 6,203
SpringNet Materials	(18)	13	14
Total Expenditures	<u>\$ 4,622</u>	<u>\$ 6,011</u>	<u>\$ 6,217</u>

SpringNet's internal services include dark fiber resources to the Electric system as well as LANLink and NETLink to the Utility for multiple locations. In addition to providing these services to City Utilities, LANLink and NETLink services are also provided to the City of Springfield where competitively requested.

Annual Initiatives

- SpringNet's operational expenses for fiscal 2021 are budgeted at \$6 million. These expenditures are necessary for support, maintenance, and operations of the SpringNet broadband network. Major elements include interconnection fees, equipment maintenance, and right of way fees paid to the City of Springfield.

Information Technology

Functional Responsibility

Information Technology (IT) has three core functions: implementing new technology, the maintenance of existing technology, and internal customer support for technology.

IT maintains 11 mission critical systems and nearly 90 departmental systems. The mission critical systems are the Customer Information System (CIS), Financial Supply Chain Management System (FSCM), Financial Management Information System (FMIS), Job Order Tracking System (JOTS), City Utilities Employee System (CUES), Energy Management System (EMS), Mobile Work Management System, Outage Management System, Geographical Information System (GIS), Exchange (Email), and SharePoint.

Annual Initiatives

- Hardware and software maintenance of \$4 million is included in the Information Technology budget. These funds are contractual obligations for software maintenance agreements and to upgrade the purchased hardware and software for the Utility. This budget increases with each additional software purchase.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Total Expenditures	\$ 9,410	\$ 11,152	\$ 11,202

- Expansion and upgrades to existing infrastructure and applications are critical to delivering secure and reliable technology solutions. IT is projecting a budget of \$1 million for expansion and replacement efforts for infrastructure and applications. Infrastructure includes desktop hardware, servers, storage, storage area network equipment, and networking equipment. Applications are focused on the periodic upgrades required by the vendor on products like the Energy Management System and the PeopleSoft suite of applications for Finance and Human Resources.
- Labor is a significant portion of the Information Technology budget and is dedicated to developing and supporting the technology in use at City Utilities. The budgeted labor provides ongoing technical support, training, hardware management, software maintenance, and software development. Combined, these efforts total \$6 million for 2021.

Finance

Functional Responsibility

Financial Operations is responsible for the preparation and presentation of the Utility's financial statements, the Operating Plan, the Budget, project manager reports, asset management, and internal control policies. Financial Operations also includes Treasury, which is responsible for cash management, payments for bonded indebtedness and financing agreements, and the processing of receipts and disbursements. Risk Management efforts include business continuation planning, risk assessments and other loss control activities, third party risk control, and Enterprise Risk Management process development. Financial Technology is responsible for implementing and maintaining financial information systems and assisting with reporting solutions and process improvements through technology implementation..

Annual Initiatives

- For fiscal 2021, external fees, including City Utilities' annual independent audit, are budgeted at \$222,000. External fees also include outside financing fees, banking fees, and investment manager fees.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Financial Operations	\$ 2,355	\$ 2,452	\$ 2,731
Risk Management and Insurance	2,648	3,659	3,334
External Fees	234	546	222
Total Expenditures	\$ 5,236	\$ 6,657	\$ 6,288

- City Utilities' risk management and insurance program is budgeted at \$3 million for 2021, which includes risk management initiatives and property, casualty, and financial lines insurance coverage which protects the Utility from the potential impact of catastrophic losses and liabilities related to utility operations. This area continues to seek innovative approaches in the insurance marketplace, including the use of utility experienced brokers. This approach aids in monitoring coverage options and leverages new markets when needed. The use of higher deductibles, excess insurance markets, and reserves help control expenses.

Human Resources

Functional Responsibility

Human Resources administration functions include Workers' Compensation, Health Management, Benefits, Employee Labor Relations, Safety and Training, Employment, Human Resources Information Systems, and Compensation. Benefits includes the costs of employee-related insurance, employee sick and vacation, City Utilities' contributions for employment taxes, retirement contributions to the Missouri Local Government Employees Retirement System (LAGERS), and employee directed benefits.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Benefits	\$ 49,798	\$ 52,697	\$ 53,915
Admin. & Operations	2,405	3,052	3,131
Total Expenditures	<u>\$ 52,203</u>	<u>\$ 55,749</u>	<u>\$ 57,046</u>

Annual Initiatives

- City Utilities' cost for health, life, and long-term disability insurances are projected at \$8 million. City Utilities promotes wellness within its workforce to help maintain high productivity and to assist with lowering healthcare costs. The Health Management team encourages our employees to participate in an annual Health Risk Assessment and to engage in regular exercise and healthy eating.
- LAGERS is projected at \$20 million. FICA, unemployment, and employee-owned and directed benefits are projected at \$11 million while vacation, sick leave, and holiday pay plans are projected at \$14 million.
- City Utilities is committed to maintaining highly skilled and knowledgeable employees. To advance this goal, the 2021 budget includes \$712,000 to provide various types of training. This training includes technical and professional development, regulatory compliance, and an education assistance program.
- City Utilities' workers' compensation program is self-insured and administered by Human Resources. The 2021 budget for this project includes \$1 million for medical treatment and indemnity payments that are incurred as a result of workplace injuries and illnesses.
- Proactive safety programs focus on reducing the occurrence and severity of workplace accidents and injuries. Employees are afforded a safe work environment through assistance in the design of equipment and facilities, development of safe work procedures, safety training, and providing and requiring the use of necessary personal protective equipment. The 2021 budget includes \$967,000 for implementing these programs.

General Operations Support

Functional Responsibility

General Operations Support includes logistical operations such as Geographic Information System (GIS), operation of the AMI (Advanced Metering Infrastructure) system, damage prevention of underground utility facilities, purchasing, and materials management. Primary GIS functions include maintenance of permanent map records for the electric, natural gas, water, and SpringNet infrastructure. AMI operations ensures the efficient operation of the AMI system and components. Purchasing is responsible for the procurement of equipment, materials, supplies, and services to support the Utility within governing rules and regulations. Materials Management provides physical storage and distribution services in six major storeroom locations, two material yards, and five unmanned locations. This area is also responsible for the cleanup, storage, and recording of hazardous materials.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Customer Engineering/ Contract Inspection	\$ 217	\$ 187	\$ 287
Drafting, Surveying, and Technical	699	614	620
Damage Prevention	1,070	1,431	1,520
Purchasing and Materials Management	1,616	1,902	2,109
Total Expenditures	<u>\$ 3,603</u>	<u>\$ 4,134</u>	<u>\$ 4,535</u>

Annual Initiatives

- The Drafting, Surveying, and Technical line item summarizes costs necessary for the GIS area to administer and maintain electric, natural gas, water, and SpringNet fiber asset data in the GIS. Also included is support and administration of GIS data used on laptops in the field. AMI Operations is now included in this expense line and includes costs necessary to monitor the AMI system, ensure its accurate functioning, and collaborate with customers on AMI inquiries.
- Damage Prevention expenditures represent location and notification costs necessary for City Utilities to comply with state law. Missouri Statute 319 requires all underground facility owners to locate and mark their underground facilities before any known excavation within their service territory. Due to synergies, City Utilities also administers this function for the City of Springfield's sanitary sewer and traffic signal systems. The associated costs for the City of Springfield are budgeted in the Non-Utility category and billed to the City.
- Purchasing and Materials Management expenditures include labor for buyers, storeroom, and administrative personnel. Additionally, advertising costs, training, and other goods and services to support these functions are also included in this budget.

Administrative Support

Functional Responsibility

Administrative Support includes the senior management administration of several City Utilities' departments, including operating areas. General Administration includes services of the General Management, Administration, Legal, Internal Auditing, Records Management, Public Policy/Governmental Relations, Environmental Affairs, Economic Development, and Pricing areas. Operations Administration includes Damage Prevention and System Claims and Management Services as well as the management of the Operations Department.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
General Admin.	\$ 4,834	\$ 5,563	\$ 5,775
Operations Admin.	701	809	620
Total Expenditures	<u>\$ 5,535</u>	<u>\$ 6,372</u>	<u>\$ 6,395</u>

Annual Initiatives

- Legal advises management and the Board of Public Utilities on issues concerning Utility rights and obligations. Legal is also responsible for defending and paying claims arising from personal injuries, property damage, contract and warranty disputes, workers' compensation settlements, employment disputes, environmental regulatory or legal challenges, and Utility territorial issues. Legal assists Risk Management in collecting damages caused to Utility property.
- Economic Development works to help existing utility business customers grow, to attract new industrial and commercial businesses to the area, and to positively influence Springfield's quality of life. Economic Development also provides administrative support and oversight for the Partnership Industrial Center-West. Economic Development works closely with the Springfield Business Development Corporation (SBDC). City Utilities has an economic development contract with the SBDC in the amount of \$165,000 for 2021. The SBDC provides resources and assistance to new and existing businesses seeking to create jobs within City Utilities' service territory. The SBDC engages with site location consultants, the Missouri Partnership, and the Missouri Department of Economic Development to recruit new industry, jobs, and capital investment to Springfield and Greene County.
- The areas of Public Policy/Governmental Relations and Environmental Affairs represent the Utility in state and national legislative and regulatory processes and monitor compliance with environmental policy.
- Records Governance assists the Utility in the efficient administration of records. This includes the proper retention and disposition of records.
- Internal Auditing assists management in the review of controls and processes throughout the Utility and presents an annual audit plan for approval by the Board Audit Committee. The external audit firm relies on testing performed by internal audit as it aligns with the external audit plans and procedures based on their risk assessment. In addition, Internal Auditing coordinates work with the external auditors on the annual financial audit.

Customer Support

Functional Responsibility

Customer Support includes Communications & Community Relations, Customer Services, Field Services, Meter Reading, Developer Support, Energy Services and Renewables, and other services provided to the community.

Major Budget Initiatives

- From the recommendation made by the Power Supply Community Task Force, City Utilities continues implementation of cost-effective programs to encourage customers to use energy and water wisely. These dollars are a product of the rate increase packages passed by the Board of Public Utilities and City Council in 2006. These rates will generate approximately \$1.5 million per year for energy services and renewables programs.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Communications & Community Relations	\$ 1,002	\$ 1,272	\$ 1,403
Customer Services & Collections	6,121	6,736	6,623
Field Services & Developer Support	2,070	2,205	2,335
Energy Services & Renewables	1,648	1,811	1,944
Total Expenditures	<u>\$ 10,842</u>	<u>\$ 12,024</u>	<u>\$ 12,306</u>

Annual Initiatives

- Customer Services & Collections establishes customer accounts, collects payments, and is responsible for Meter Reading, Billing, Credit and Collections, Scheduling, and Field Services. These departments provide services to customers via phone, website, walk-in lobby, and field visits to customers' homes.
- Communications & Energy Services builds awareness of Utility programs and services and provides educational information to help customers do business with the Utility, save energy and water, and access resources about electric, natural gas, water, transit, and broadband. The Energy Services efforts stem from the recommendations from the Power Supply Community Task Force and provide solutions to help delay or avoid the need for additional capacity projects in electric, natural gas and water. Energy and water efficiency, rebates and incentives, customer services programs, and consumer safety are among the issues communicated through traditional media and online via the Utility's website, social media, and email communications..
- Ongoing customer research facilitates planning, development, implementation, and evaluation of Utility communications by providing insights into customer priorities and opinions. The research also measures key customer opinions about the Utility's performance. Research also is used to guide the development of efficiency and renewable energy programs offered to customers.
- Energy Services programs provide cost effective solutions to encourage customers to efficiently manage their energy and water use. This is done by offering rebates to customers for the purchase and installation of energy and water efficient appliances and products and by providing customer education through Utility communications and community outreach.

Debt Service

Functional Responsibility

Fund timely debt service payments of principal retirements and interest on City Utilities' outstanding revenue bonds and lease obligations.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Total Expenditures	\$ 55,146	\$ 55,735	\$ 57,329

Annual Initiatives

- The lease/purchase agreement, which provided funds for the emissions control financing, 48-inch raw water main, Blackman Water Treatment Plant (BWTP) expansion, Concrete Main Renewal at BWTP, southwest water storage tank, cooling tower at James River Power Station, and the Trunked Radio System, requires annual debt service payments of \$8 million for 2021.
- The debt service payment for the 2014 Environmental Financing will total \$3 million in 2021.
- Debt service for the 2015 Refunding Revenue Bonds for the construction of JTEC Unit 2 (SW2) will be \$39 million for 2021.
- Lease payments for the 2015 Refunding Certificates of Participation for McCartney Generating Station, Lake Springfield Natural Gas Peaking Station, and Noble Hill Landfill Renewable Energy Center are budgeted at \$6 million for 2021.
- In 2021 the debt service for the financing of SpringNet network expansion is forecasted to total \$2 million.

Non-Utility

Functional Responsibility

Non-Utility represents disbursements to customers and third parties, including meter deposit and credit balance refunds to customers, reimbursement items, sales tax remitted to the State of Missouri, wastewater revenues collected on behalf of the City of Springfield, and payments in lieu of taxes.

Expenditures (000s)	2019 Actual	2020 Reprojected	2021 Budget
Third Party Payments	\$ 68,594	\$ 76,462	\$ 81,055
Non-Capital Contingencies	0	1,280	400
Total Expenditures	\$ 68,594	\$ 77,742	\$ 81,455

Remittance items are expenditures that City Utilities must make on behalf of another party and will receive full reimbursement for the expenditure.

Annual Initiatives

- On behalf of the City of Springfield, wastewater charges are billed and collected by City Utilities. These revenues, less an administrative fee, are remitted monthly to the City of Springfield. For 2021, wastewater remittances are estimated at \$47 million.
- City Utilities pays the City of Springfield a percentage of gross revenues in lieu of taxes. For the Budget, the rates are 3% for electric revenue, 4% for natural gas revenue, 4% for water revenue, and 4% for transit revenue. The budget for payments in lieu of taxes for 2021 is \$15 million.
- Sales taxes are collected from customers for utility usage and are, in turn, remitted to the State of Missouri less a 2% processing discount. This project is based on budgeted revenues and the various tax rates for each taxing jurisdiction served by City Utilities. For 2021, the estimated sales tax to be remitted is \$12 million.

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The Financial Statements show the projected results of anticipated operational and financial decisions that will be made during the budget year.

The Statement of Net Position (Balance Sheet), reflects the projected financial position of the Utility. The Statement of Revenues, Expenses and Changes in Net Position (Income Statement), is provided for the Total Utility, as well as, Statements of Operations for the individual business units: Electric, Natural Gas, Transit, SpringNet, Trunked Radio System, and Water. The individual Statements of Operations reflect the impact of the allocation of budgeted expenditures and receipts.

The Key Financial Ratios serve as additional information regarding the financial position of the Utility. Financial ratios are an important tool for analysis of projected operating results and identification of financial trends.

The All Funds Cash Receipts and Disbursements reports summarize the budgeted receipts, expenditures, and transfers for the various Utility funds. These reports reflect the timing differences between billing of revenues and cash receipts and between project charges and cash payments for those charges.

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STATEMENT OF NET POSITION*Fiscal Years Ending September 30*

	Actual 2019	Reprojected 2020	Budget 2021
Utility Plant, At Cost:			
Plant In Service	\$2,362,384,948	\$2,425,850,589	\$2,554,644,042
Less Accumulated Depreciation	942,540,354	955,811,904	1,012,192,544
Net Plant In Service	1,419,844,594	1,470,038,685	1,542,451,497
Construction Work In Progress	64,697,999	95,952,848	72,739,188
Net Utility Plant	1,484,542,593	1,565,991,533	1,615,190,685
Funds For Bonded Indebtedness	6,421,722	6,421,638	6,421,180
Designated Improvement Account	132,275,854	126,426,088	124,591,548
Working Capital - Other	86,296,784	65,311,164	73,619,594
Price Risk Management Assets	(3,067,200)	(3,067,200)	(3,067,200)
Equity Interest In Partnership Industrial Center	1,883,071	2,013,971	2,144,871
Equity Interest In The Energy Authority	2,341,377	12,184,235	12,384,235
Regulatory Assets - Asset Retirement Obligations	1,446,129	1,472,221	1,508,093
Other Noncurrent Assets	9,219,457	11,097,284	11,170,653
Total Noncurrent Assets	1,721,359,786	1,787,850,936	1,843,963,660
Current Assets:			
Cash, Cash Equivalents And Short-term Investments	38,062,734	34,000,000	34,500,000
Accounts Receivable:			
Customers, Less Allowance For Doubtful Accounts	25,922,798	27,095,949	29,755,898
Unbilled Revenues	15,996,000	17,262,000	18,017,000
Other	1,325,527	817,609	307,843
Recoverable Fuel Costs	6,904,592	2,735,741	3,476,353
Inventories:			
Materials And Supplies	25,731,797	26,259,754	26,774,050
Coal	9,087,532	7,282,658	5,293,815
Natural Gas	4,032,589	4,268,465	5,065,180
Emission Consumables	103,029	101,432	102,109
Prepayments	1,494,516	1,649,084	1,924,684
Total Current Assets	128,661,114	121,472,693	125,216,931
Total Assets	1,850,020,900	1,909,323,629	1,969,180,590
Deferred Outflows of Resources:			
Unamortized Loss on Reacquired Debt	15,160,582	14,219,176	13,277,770
GASB 68 Expected Vs. Actual Experience	14,124,340	14,124,340	14,124,340
Total Deferred Outflows of Resources	29,284,922	28,343,516	27,402,110
Total Assets and Deferred Outflows	\$1,879,305,822	\$1,937,667,144	\$1,996,582,700

STATEMENT OF NET POSITION*Fiscal Years Ending September 30*

	Actual 2019	Reprojected 2020	Budget 2021
Net Position (Equity)	<u>\$1,202,859,008</u>	<u>\$1,254,617,465</u>	<u>\$1,300,970,167</u>
Long-term Obligations:			
Total Long-term Obligations Outstanding	494,175,000	502,105,000	518,690,000
Unamortized Premium (Discount)	<u>37,787,580</u>	<u>34,113,594</u>	<u>30,439,607</u>
Total Long-term Obligations	531,962,580	536,218,594	549,129,607
Asset Retirement Obligations	1,446,129	1,472,221	1,508,093
Net Pension Liability	17,957,183	17,957,183	17,957,183
Other Noncurrent Liabilities	<u>20,232,885</u>	<u>16,878,207</u>	<u>17,391,769</u>
Total Noncurrent Liabilities	<u>571,598,777</u>	<u>572,526,204</u>	<u>585,986,652</u>
Current Liabilities:			
Current Portion of Long-term Obligations	33,205,000	34,875,000	30,610,000
Accounts Payable:			
Trade	16,075,322	19,511,961	22,347,460
Other Accounts Payable	5,533,978	6,143,258	6,548,553
Customer Deposits	4,807,791	4,862,207	4,933,792
Accruals:			
Interest	3,900,613	3,780,195	3,535,483
Salaries And Wages	1,437,038	2,080,928	2,402,873
Payment In Lieu Of Taxes	1,228,161	1,128,608	1,238,571
Purchased Power	4,147,195	3,390,191	3,039,335
Purchased Fuels	4,090,723	4,413,161	4,449,439
Current Portion of Sick and Vacation	10,551,972	10,551,972	10,551,972
Other	<u>1,967,898</u>	<u>1,883,648</u>	<u>2,066,055</u>
Total Current Liabilities	<u>86,945,690</u>	<u>92,621,128</u>	<u>91,723,533</u>
Total Net Position and Liabilities	<u>1,861,403,475</u>	<u>1,919,764,797</u>	<u>1,978,680,353</u>
Deferred Inflows of Resources:			
GASB 68 Expected Vs. Actual Experience	<u>17,902,347</u>	<u>17,902,347</u>	<u>17,902,347</u>
Total Deferred Inflows of Resources	<u>17,902,347</u>	<u>17,902,347</u>	<u>17,902,347</u>
Total Net Position, Liabilities and Deferred Inflows	<u><u>\$1,879,305,822</u></u>	<u><u>\$1,937,667,144</u></u>	<u><u>\$1,996,582,700</u></u>

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

Fiscal Years Ending September 30

	Actual 2019	Reprojected 2020	Budget 2021
Operating Revenue	<u>\$ 474,126,365</u>	<u>\$ 452,606,733</u>	<u>\$ 473,944,900</u>
Operating Expense			
Production Fuel And Purchased Power	103,577,363	96,945,704	105,347,734
Natural Gas Purchased	58,872,059	44,430,548	51,881,025
Other Production	20,231,524	20,734,498	21,930,459
Distribution And Transmission	38,436,074	39,857,294	40,977,458
Bus And Garage Operations	6,207,039	6,200,872	6,458,105
Other Services	5,427,021	7,305,300	6,732,961
Customer Accounts	12,937,525	15,521,434	15,439,126
Administrative And General	34,251,728	33,669,977	38,422,888
Maintenance	46,927,164	46,056,397	48,609,023
Depreciation And Amortization	64,501,115	66,655,378	69,352,257
(Gain) Loss On Other Activities	(10)	0	0
Payment In Lieu Of Taxes	14,558,432	14,108,889	14,565,919
Other Taxes	604,012	547,460	622,708
Total Operating Expense	<u>406,531,045</u>	<u>392,033,753</u>	<u>420,339,663</u>
Operating Income (Loss)	<u>67,595,319</u>	<u>60,572,980</u>	<u>53,605,236</u>
Other Income (Expense)			
Interest Income	6,217,912	5,856,000	5,586,000
Net Increase (Decrease) In Fair Market Value Of Investments	11,421,180	0	0
Gain Or (Loss) On Investments	(1,314,336)	(1,500,000)	(1,500,000)
Interest Expense	(23,316,634)	(22,409,212)	(22,209,108)
Allowance For Funds Used During Construction	1,319,828	1,442,466	1,369,630
Operation Of Recreational Facilities	(346,243)	(358,739)	(329,973)
Long-Term Obligations Related Amortization	2,354,258	2,027,758	2,354,258
Transit Contributions in Aid of Construction	51,438	1,276,412	2,603,182
Miscellaneous Income (Expense)	2,899,782	4,850,791	4,873,477
Total Other Income (Expense)	<u>(712,815)</u>	<u>(8,814,523)</u>	<u>(7,252,534)</u>
Change in Net Position (Equity)	<u>66,882,504</u>	<u>51,758,457</u>	<u>46,352,702</u>
Net Position (Equity) At Beginning Of Period	<u>1,135,976,504</u>	<u>1,202,859,008</u>	<u>1,254,617,465</u>
Net Position (Equity) At End Of Period	<u>\$1,202,859,008</u>	<u>\$1,254,617,465</u>	<u>\$1,300,970,167</u>

STATEMENT OF OPERATIONS - ELECTRIC*Fiscal Years Ending September 30*

	Actual 2019	Reprojected 2020	Budget 2021
Operating Revenue			
Sales:			
Customer	\$ 254,752,329	\$ 255,757,367	\$ 260,239,905
For Resale	26,936,597	25,581,967	27,257,560
Interdepartmental	3,355,591	3,801,765	3,723,003
Under (Over) Recovered Fuel Cost	9,592,480	(2,828,889)	740,263
Unbilled	1,132,000	1,005,000	682,000
Total Sales	295,768,997	283,317,210	292,642,731
Other Operating Revenue	10,449,104	12,333,092	10,798,980
Total Operating Revenue	306,218,100	295,650,302	303,441,711
Operating Expense			
Production Fuel And Purchased Power	103,577,363	96,945,704	105,347,734
Other Production	13,162,196	13,211,190	13,962,624
Distribution And Transmission	25,192,914	27,518,215	28,051,045
Other Services	10,417	0	0
Customer Accounts	5,805,995	6,908,723	6,948,667
Administrative And General	19,244,792	19,522,352	22,477,534
Maintenance	34,405,981	30,296,438	34,519,470
Depreciation And Amortization	44,662,358	45,774,335	44,771,891
(Gain) Loss On Other Activities	(10)	0	0
Payment In Lieu Of Taxes	8,881,561	8,810,173	8,948,893
Total Operating Expense	254,943,566	248,987,130	265,027,857
Operating Income (Loss)	\$ 51,274,534	\$ 46,663,172	\$ 38,413,854

STATEMENT OF OPERATIONS - NATURAL GAS*Fiscal Years Ending September 30*

	Actual 2019	Reprojected 2020	Budget 2021
Operating Revenue			
Sales:			
Customer	\$ 86,512,544	\$ 74,700,425	\$ 83,581,790
Interdepartmental	10,371,294	8,867,680	9,115,036
Under (Over) Recovered Fuel Cost	774,938	(1,339,962)	349
Unbilled	(166,000)	240,000	52,000
Total Sales	97,492,775	82,468,143	92,749,175
Other Operating Revenue	1,713,816	1,660,617	1,643,124
Total Operating Revenue	99,206,592	84,128,760	94,392,299
Operating Expense			
Natural Gas Purchased	58,872,059	44,430,548	51,881,025
Distribution And Transmission	8,662,256	8,441,544	8,868,643
Customer Accounts	3,561,613	4,380,451	4,321,114
Administrative And General	4,563,629	4,329,980	4,792,327
Maintenance	3,945,775	5,018,568	4,521,461
Depreciation And Amortization	6,702,198	6,855,009	6,953,577
Payment In Lieu Of Taxes	3,553,178	3,041,108	3,368,997
Other Taxes	6,290	9,000	9,000
Total Operating Expense	89,866,998	76,506,208	84,716,145
Operating Income (Loss)	\$ 9,339,594	\$ 7,622,552	\$ 9,676,154

STATEMENT OF OPERATIONS - TRANSIT*Fiscal Years Ending September 30*

	Actual 2019	Reprojected 2020	Budget 2021
Operating Revenue			
Sales:			
Passenger Fare	\$ 915,634	\$ 969,381	\$ 951,490
Advertising	111,352	102,118	100,000
Total Operating Revenue	<u>1,026,986</u>	<u>1,071,499</u>	<u>1,051,490</u>
Operating Expense			
Bus And Garage Operation	6,207,039	6,200,872	6,458,105
Administrative And General	1,935,229	1,801,807	1,802,310
Maintenance	1,491,035	1,625,438	1,485,813
Depreciation And Amortization	2,570,741	2,617,262	2,448,253
Payment In Lieu Of Taxes	41,079	42,860	42,060
Total Operating Expense	<u>12,245,123</u>	<u>12,288,240</u>	<u>12,236,539</u>
Operating Income (Loss)	<u>(11,218,137)</u>	<u>(11,216,741)</u>	<u>(11,185,049)</u>
Transit Subsidies	2,721,631	4,780,427	4,834,345
Transit Contributions in Aid of Construction	51,438	1,276,412	2,603,182
Net Amount Absorbed by			
Electric, Natural Gas, Water & SpringNet Customers	<u>\$ (8,445,068)</u>	<u>\$ (5,159,902)</u>	<u>\$ (3,747,522)</u>

STATEMENT OF OPERATIONS - SPRINGNET*Fiscal Years Ending September 30*

	Actual 2019	Reprojected 2020	Budget 2021
Operating Revenue			
Customer	\$ 12,127,616	\$ 12,731,754	\$ 16,145,645
Interdepartmental	1,080,113	1,157,004	1,237,548
Total Operating Revenue	<u>13,207,728</u>	<u>13,888,758</u>	<u>17,383,193</u>
Operating Expense			
Other Services	4,585,058	6,333,330	5,995,359
Customer Accounts	17,633	24,732	12,025
Administrative and General	2,204,515	2,017,758	2,882,819
Depreciation and Amortization	3,060,992	3,846,535	7,272,111
Other Taxes	597,722	538,460	613,708
Total Operating Expense	<u>10,465,919</u>	<u>12,760,815</u>	<u>16,776,022</u>
Operating Income (Loss)	<u>\$ 2,741,809</u>	<u>\$ 1,127,943</u>	<u>\$ 607,171</u>

STATEMENT OF OPERATIONS - TRUNKED RADIO SYSTEM*Fiscal Years Ending September 30*

	Actual 2019	Reprojected 2020	Budget 2021
Operating Revenue			
Customer	\$ 819,689	\$ 877,734	\$ 906,000
Interdepartmental	1,488,054	1,495,332	1,495,332
Total Operating Revenue	<u>2,307,743</u>	<u>2,373,066</u>	<u>2,401,332</u>
Operating Expense			
Other Services	831,546	971,970	737,602
Administrative and General	463,357	516,745	422,899
Depreciation and Amortization	490,587	508,510	495,254
Total Operating Expense	<u>1,785,490</u>	<u>1,997,224</u>	<u>1,655,755</u>
Operating Income (Loss)	<u>\$ 522,253</u>	<u>\$ 375,842</u>	<u>\$ 745,577</u>

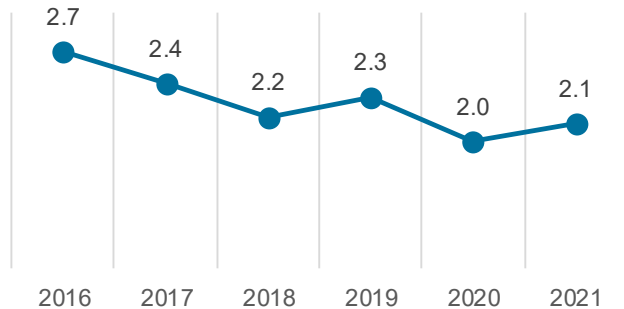
STATEMENT OF OPERATIONS - WATER*Fiscal Years Ending September 30*

	Actual 2019	Reprojected 2020	Budget 2021
Operating Revenue			
Sales:			
Customer	\$ 50,710,257	\$ 53,961,850	\$ 53,830,443
Interdepartmental	82,777	104,650	104,650
Unbilled	11,000	21,000	21,000
Total Sales	50,804,034	54,087,500	53,956,092
Other Operating Revenue	1,355,182	1,406,849	1,318,783
Total Operating Revenue	52,159,216	55,494,348	55,274,875
Operating Expense			
Production	7,069,328	7,523,309	7,967,836
Distribution And Transmission	4,580,904	3,897,535	4,057,770
Customer Accounts	3,552,285	4,207,528	4,157,320
Administrative And General	5,840,207	5,481,336	6,044,999
Maintenance	7,084,372	9,115,952	8,082,279
Depreciation And Amortization	7,014,240	7,053,727	7,411,171
Payment In Lieu Of Taxes	2,082,613	2,214,748	2,205,969
Total Operating Expense	37,223,949	39,494,135	39,927,344
Operating Income (Loss)	\$ 14,935,266	\$ 16,000,213	\$ 15,347,530

Key Financial Ratios

Fiscal Years Ending September 30

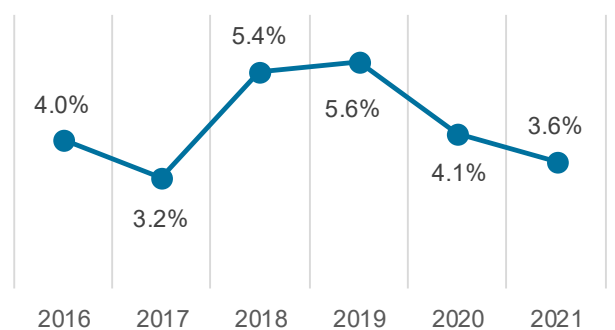
CURRENT RATIO



The Current Ratio measures the utility's ability to meet current obligations in a timely manner.

$$\frac{[Current\ Assets - Short\ Term\ Construction\ Funds + Working\ Capital + Funds\ for\ Clean\ Air\ Compliance]}{Current\ Liabilities}$$

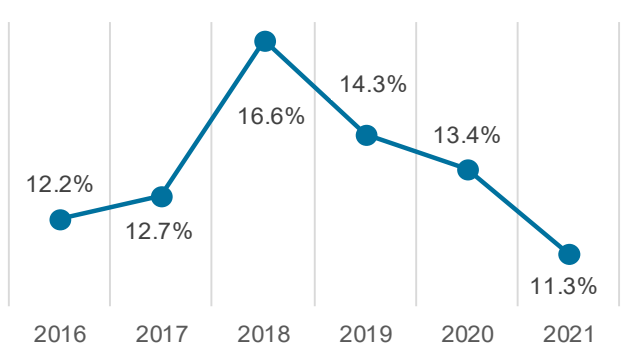
RETURN ON EQUITY



Return on Equity indicates the amount of return in relation to the utility's net equity.

$$\frac{Change\ in\ Net\ Position}{Equity}$$

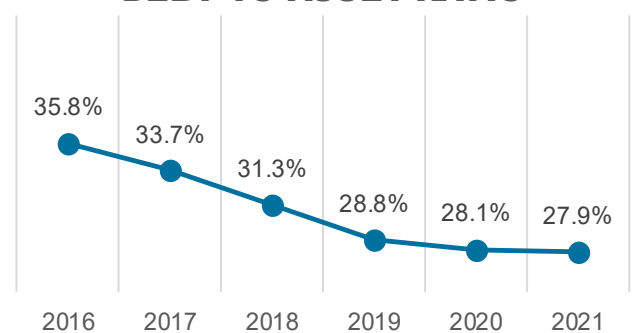
OPERATING MARGIN



Operating Margin measures the utility's operating performance.

$$\frac{Operating\ Income}{Operating\ Revenue}$$

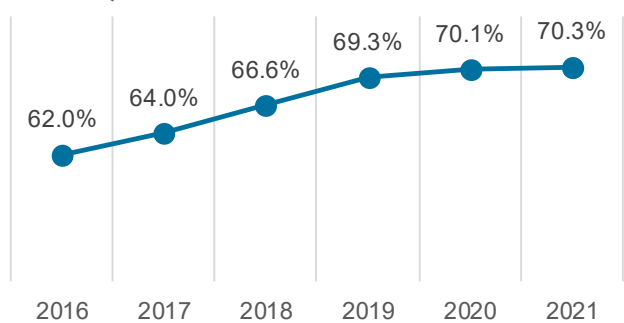
DEBT TO ASSET RATIO



The Debt Ratio measures the percentage of assets financed by long-term debt.

$$\frac{Long\ Term\ Obligations}{Total\ Assets}$$

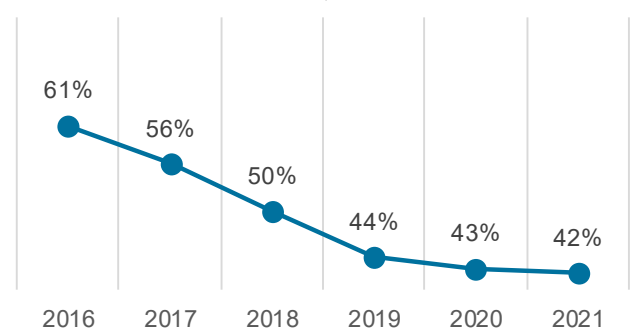
EQUITY TO CAPITALIZATION



The Equity to Capitalization Ratio "provides a measure of cost recovery, leverage and additional debt capacity."

$$\frac{Equity}{[Equity + Long\ Term\ Obligations]}$$

DEBT TO EQUITY RATIO



The Debt to Equity Ratio measures the degree of financial leverage.

$$\frac{Long\ Term\ Obligations}{Equity}$$

STATEMENT OF CASH FLOWS*Fiscal Years Ending September 30*

	Actual 2019	Reprojected 2020	Budget 2021
RECONCILIATION OF NET OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:			
Net Operating Income (Loss)	\$ 67,595,319	\$ 60,572,980	\$ 53,605,236
Adj to Reconcile Net Opr Inc to Net Cash Provided by Opr Activities:			
Depreciation expense & amortization	64,501,115	66,655,378	69,352,257
Auto depreciation included in vehicle expense	2,330,054	129,599	1,958,748
Miscellaneous Income (Expense)	161,776	98,225	44,132
Operation of Recreational Facilities	(346,243)	(358,739)	(329,973)
Change in Assets and Liabilities:			
Accounts Receivable	816,705	(665,233)	(2,150,183)
Unbilled Revenues	(977,000)	(1,266,000)	(755,000)
Price Risk Management Assets	1,028,290	0	0
Recoverable Fuel Costs	(10,899,724)	4,168,851	(740,612)
Inventories	(5,486,929)	1,042,638	677,157
Prepayments	(146,412)	(154,568)	(275,600)
Other Noncurrent Assets	(325,485)	(2,372,450)	(567,991)
Accounts Payable	2,572,527	4,045,919	3,240,794
Customer Deposits	76,815	54,416	71,585
Accrued Liabilities	2,165,558	25,521	299,738
GASB 68 Net Pension Liability	23,398	0	0
Other Noncurrent Liabilities	158,775	(3,354,678)	513,563
Net Cash Provided From (Used for) Operating Activities	<u>123,248,539</u>	<u>128,621,860</u>	<u>124,943,851</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Receipts from Federal & State Grants	<u>2,652,538</u>	<u>4,752,566</u>	<u>4,829,345</u>
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES:			
Proceeds from issuance of capital obligations	0	42,805,000	47,195,000
Capital grants and contributions	2,579,911	4,078,472	5,014,242
Additions to Utility Plant, net of removal	(76,761,738)	(149,477,212)	(121,435,286)
Repayment of LT Capital Obligation	(31,480,000)	(33,205,000)	(34,875,000)
Outside Financing Fees	0	(326,500)	0
Interest Paid	(23,665,780)	(22,529,630)	(22,453,820)
Net Cash Provided from (Used for) Capital Financing Activities	<u>(129,327,607)</u>	<u>(158,654,871)</u>	<u>(126,554,864)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Sale and maturities of investment securities	116,637,147	36,821,741	0
Purchase of investment securities	(115,209,256)	0	(6,473,432)
Interest Received	6,245,152	5,856,000	5,586,000
Equity interest in Electric Power Alliance	(1,397,102)	(11,342,858)	(1,700,000)
Equity interest in Partnership Industrial Centers	(7,062)	(130,900)	(130,900)
Net Cash Provided from (Used for) Investing Activities	<u>6,268,879</u>	<u>31,203,983</u>	<u>(2,718,332)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	2,842,349	5,923,538	500,000
Cash and Cash Equivalents at Beginning of Period	25,234,113	28,076,462	34,000,000
Cash and Cash Equivalents at End of Period	<u>\$ 28,076,462</u>	<u>\$ 34,000,000</u>	<u>\$ 34,500,000</u>

ALL FUND SUMMARY OF CASH RECEIPTS AND DISBURSEMENTS ACTUAL

Fiscal Year Ending September 30, 2019

	Operating Fund	Other Funds	Total Funds
RECEIPTS			
Revenues and Other Billings	514,407,857	0	514,407,857
Receivable and Other Balance Sheet Accounts	(3,945,354)	0	(3,945,354)
Total Receipts	<u>510,462,503</u>	<u>0</u>	<u>510,462,503</u>
DISBURSEMENTS			
Non-capital and Capital Project Expenditures	357,758,903	0	357,758,903
Fuels and Purchased Power	156,427,889	0	156,427,889
Total Project Expenditures	<u>514,186,792</u>	<u>0</u>	<u>514,186,792</u>
Loss (Gain) on Investments	1,228,869	0	1,228,869
Change in Payables Balances	(17,761,556)	0	(17,761,556)
Intrafund Transfers	(20,223)	20,223	0
Total Disbursements	<u>497,633,882</u>	<u>20,223</u>	<u>497,654,105</u>
Receipts Net Of Disbursements	12,828,621	(20,223)	12,808,398
Beginning Balance All Funds	25,234,113	225,014,583	250,248,696
Ending Balance All Funds	<u>\$ 38,062,734</u>	<u>\$ 224,994,360</u>	<u>\$ 263,057,094</u>

ALL FUND SUMMARY OF CASH RECEIPTS AND DISBURSEMENTS REPROJECTED

Fiscal Year Ending September 30, 2020

	Operating Fund	Other Funds	Total Funds
RECEIPTS			
Revenues and Other Billings	\$ 560,722,701	\$ 0	\$ 560,722,701
Natural Gas Hedging Receipts	8,800,810	0	8,800,810
Total Revenues and Other Receipts	569,523,511	0	569,523,511
Receivable and Other Balance Sheet Accounts:			
Change in Accounts Receivable	(2,515,072)	0	(2,515,072)
Over(Under) Recovered on Fuels Contingency	35,000,000	0	35,000,000
Total Receipts	602,008,439	0	602,008,439
DISBURSEMENTS			
Non-capital and Capital Project Expenditures	449,707,599	0	449,707,599
Fuels and Purchased Power	142,567,986	0	142,567,986
Total Project Expenditures	592,275,585	0	592,275,585
Guarantees - The Energy Authority	9,642,858	0	9,642,858
Fuels Contingency	35,000,000	0	35,000,000
Change in Payables Balances	(4,011,801)	0	(4,011,801)
Intrafund Transfers	(26,835,469)	26,835,469	0
Total Disbursements	606,071,173	26,835,469	632,906,642
Receipts Net Of Disbursements	(4,062,734)	(26,835,469)	(30,898,203)
Beginning Balance All Funds	38,062,734	224,994,360	263,057,094
Ending Balance All Funds	\$ 34,000,000	\$ 198,158,891	\$ 232,158,891

ALL FUND SUMMARY OF CASH RECEIPTS AND DISBURSEMENTS BUDGET

Fiscal Year Ending September 30, 2021

	Operating Fund	Other Funds	Total Funds
RECEIPTS			
Total Revenues and Other Billings	\$ 588,867,659	\$ 0	\$ 588,867,659
Natural Gas Hedging Receipts	9,916,091	0	9,916,091
Total Revenues and Other Receipts	598,783,750	0	598,783,750
Receivable and Other Balance Sheet Accounts:			
Change in Accounts Receivable	(4,074,123)	0	(4,074,123)
Over(Under) Recovered on Fuels Contingency	35,000,000	0	35,000,000
Total Receipts	629,709,627	0	629,709,627
DISBURSEMENTS			
Non-capital And Capital Project Expenditures	433,163,654	0	433,163,654
Fuels and Purchased Power	158,216,740	0	158,216,740
Total Project Expenditures	591,380,394	0	591,380,394
Fuels Contingency	35,000,000	0	35,000,000
Change in Payables Balances	(3,644,199)	0	(3,644,199)
Intrafund Transfers	6,473,432	(6,473,432)	0
Total Disbursements	629,209,627	(6,473,432)	622,736,195
Receipts Net Of Disbursements	500,000	6,473,432	6,973,432
Beginning Balance All Funds	34,000,000	198,158,891	232,158,891
Ending Balance All Funds	\$ 34,500,000	\$ 204,632,323	\$ 239,132,323

SUMMARY OF FUND BALANCES*Fiscal Years Ending September 30*

	Actual 2019	Reprojected 2020	Budget 2021
Cash And Short-term Investments	\$ 32,534,723	\$ 34,000,000	\$ 34,500,000
Market Value Adjustment	5,528,010	0	0
Working Capital/Rate Stabilization	86,296,784	65,010,594	73,619,594
Funds For Bonded Indebtedness	6,421,722	6,421,638	6,421,180
Designated Improvement Account:			
Funds For Electric Clean Air Compliance-NHLREC	1,320,000	895,000	455,000
Reserves And Current Funding Requirements:			
Disaster Recovery Fund	22,586,443	24,711,555	25,862,761
Contingency Fund	23,768,297	15,564,597	16,472,471
Pollution Reserve Fund	30,517,966	31,116,612	31,830,102
Fuel Over Recovery	(0)	1,619,273	2,359,536
Trunked Radio System Capital Reserve	4,819,697	677,200	677,200
Trunked Radio O&M Reserve	75,000	75,000	75,000
Capital Reserves - Electric	16,260,353	13,549,353	13,549,353
Capital Reserves - Natural Gas	0	232,000	232,000
Capital Reserves - Transit	9,839	9,839	9,839
Capital Reserves - SpringNet	5,618,000	5,618,000	618,000
Capital Reserves - Water	1,197,595	1,289,995	1,382,622
Capital Reserves - Common	26,102,665	31,067,665	31,067,665
Total Designated Improvement Account	132,275,854	126,426,088	124,591,548
Total Fund Balances	<u>\$ 263,057,094</u>	<u>\$ 231,858,321</u>	<u>\$ 239,132,323</u>



One-rdg. _____
 P. Hrngs. _____
 Pgs. _____
 Filed: _____

Sponsored by: _____

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2020-

GENERAL ORDINANCE NO. _____

AN ORDINANCE

1 APPROVING: The City Utilities' Fiscal Year 2021 Operating Budget for its Fiscal
 2 Year ending September 30, 2021.
 3 _____
 4

5 WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri, has
 6 prepared and submitted to the Council a proposed budget showing its estimated
 7 revenue for the coming fiscal year from all sources and its estimated expenditures for
 8 operating expenses, for depreciation, for payment of all outstanding obligations, for
 9 transfer to the City of payments in lieu of taxes, and all other estimated expenditures;
 10 and
 11

12 WHEREAS, said budget has been on file with the City Clerk of the City of
 13 Springfield, Missouri, for 30 days prior to the end of the current fiscal year.
 14

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

18 Section 1 – The proposed budget for the fiscal year ending September 30, 2021,
 19 approved by the Board of Public Utilities of Springfield, Missouri, on August 20, 2020,
 20 be deemed to be an appropriation of the money authorized for disbursement thereby
 21 and should be and is hereby approved.
 22

23 Section 2 – This ordinance shall be in full force and effect from and after
 24 passage.
 25

26 Passed at meeting: _____
 27
 28
 29

 Mayor

30
 31
 32 Attest: _____, City Clerk
 33

34 Filed as Ordinance: _____

35

36

37 Approved as to form: _____, Assistant City Attorney

38

39 Approved for Council action: _____, City Manager

EXPLANATION TO SPRINGFIELD CITY COUNCIL BILL NO: 2020-_____

FILED: _____, 2020

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities")

PURPOSE: Approval of City Utilities' Fiscal Year 2021 Operating Budget

BACKGROUND INFORMATION: As required by the Springfield City Charter, Article 16.8: The Board of Public Utilities shall prepare and submit to the Council, not less than 30 days prior to the end of the Board's fiscal year, a budget showing its estimated revenue for the coming year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures.

Article 16.9 of the Springfield City Charter further states that the approval of the said budget by the Council shall be deemed to be an appropriation of the money authorized for disbursement thereby, and no further action needs to be taken by the Council.

REMARKS: The end of City Utilities' current fiscal year and budget is Wednesday, September 30, 2020. The period included in City Utilities' Fiscal Year 2021 Operating Budget is October 1, 2020, through September 30, 2021.

Submitted by:



Amy Dardall
Associate General Manager – Finance
and Chief Financial Officer



Gary Gibson
General Manager

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-20

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 209

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

WHEREAS, the City of Springfield ("City") and the School District of Springfield R-12 ("District") entered into an agreement in 2014 to share the costs of providing crossing guards near schools within the city limits to address safe travel to and from school; and

WHEREAS, the agreement has expired and needs to be renewed to continue to provide for the safety of students; and

WHEREAS, the City and District agree to share the costs of the vendor contract as set forth in "Exhibit A."

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an Intergovernmental Agreement with the School District of Springfield R-12 for the sharing of costs for a third-party vendor to operate a school crossing guard program inside the city limits of Springfield, said agreement to be substantially similar to "Exhibit A" attached hereto and incorporated herein by this reference and approved by the City Attorney, and to do all things necessary to carry out the intent of the Agreement.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

34
35
36
37
38
39
40
41
42
43
44
45

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-209

FILED: 09-01-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

BACKGROUND INFORMATION:

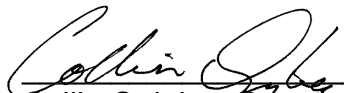
The City of Springfield ("City") and the School District of Springfield R-12 ("District") jointly entered into an Intragovernmental Agreement ("IGA") to share the costs of the third-party vendor for crossing guard services in 2014, however that contract and its extensions have now expired.

The City and the District met and determined that a third-party vendor be sought to provide this service again. A joint Request for Proposal ("RFP") was written, and City and District staff jointly recommended a vendor to provide this service. The City and the District agreed that the City would hold the contract with the vendor and jointly share in the cost of the third-party vendor.

This IGA runs from July 1, 2020, through June 30, 2021, with the option for four one-year renewals, which is the same as the contract the City entered into with the vendor.

Recommended by:

Approved by:


Collin Quigley, Deputy City Manager

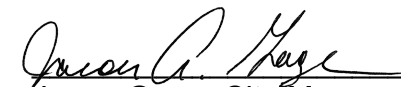

Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SCHOOL DISTRICT	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) DEPARTMENT HEAD	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2020	TERMINATION DATE JUNE 30, 2021	CONTRACT NUMBER:	
(x) NEW CONTRACT		() RENEWAL	
CITY		SCHOOL DISTRICT	
CITY OF SPRINGFIELD 840 BOONVILLE SPRINGFIELD, MO 65802 PHONE (417) FAX (417) ATTN: COLLIN QUIGLEY DEPT: CITY MANAGER'S OFFICE		SCHOOL DISTRICT OF SPRINGFIELD R-12 SPRINGFIELD, MO 65804 PHONE: FAX: ATTN:	

Intergovernmental Agreement for Crossing Guards

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the City of Springfield, Missouri, a municipal corporation (hereinafter referred to as the "City"), and the SCHOOL DISTRICT OF SPRINGFIELD R-12, (hereinafter referred to as the "School District").

WITNESSETH:

WHEREAS, the need for crossing guards near schools within the city limits of Springfield, Missouri continues to be a concern of both the City and the School District; and

WHEREAS, the City and School District mutually agree to a division of costs and general conditions associated with the crossing guard program, as set forth herein; and

WHEREAS, parties mutually agree the crossing guard program will be administered by a third-party vendor.

WHEREAS, the parties have previously entered into a contract for Crossing Guards in 2014, however that contract and its extensions have now expired; and

WHEREAS, both parties desire to continue to cooperate in this service to the community.

NOW THEREFORE, the parties agree as follows:

1. Division of Costs. The division of costs for the third-party vendor crossing guard contract shall be as follows:

The annual cost of the crossing guard contract with the third-party vendor, based on twenty-eight (28) crossing locations within the city limits of Springfield, Missouri, is approximately One Hundred Twenty-Three Thousand Nine Hundred Six and 82/100 Dollars(\$123,906.82) for crossing guard services during the School Term, as that term is defined by Section 160.011(9) RSMo.

- a. The City shall pay Ninety-Two Thousand Nine Hundred Thirty and 11/100 Dollars (\$92,930.11) of the annual cost of the crossing guard contract with the third-party vendor. This amount shall be subject to a pro-rated adjustment if the Term of this Agreement is less than twelve (12) months.
- b. The School District shall pay Thirty Thousand Nine Hundred Seventy-Six and 70/100 (\$30,976.70) of the annual cost of the crossing guard contract with the third-party vendor. This amount, or pro-rated amount, will be billed monthly by the City and paid by the School District within 30 days of the statement date.
- c. In the event that this Agreement is renewed for additional term(s) or if the parties mutually agree to increase the number of crossing locations within the City Limits of Springfield, Missouri, the parties mutually agree to each pay fifty percent (50%) of any increase, above the original contract amount One Hundred Forty Thousand Nine Hundred Dollars (\$140,900.00) and will pay 75% from the City, 25% from the School District for sums under the original amount for the third-party vendor contract for crossing guard services during the School Term.
- d. The City shall not be responsible for any funding of crossing guard services outside the city limits of Springfield, Missouri. The City shall not be responsible for the funding of the crossing guard services provided by the third-party vendor that occur outside of the School Term, including but not limited to Summer School.

2. Other Responsibilities.

- a. The School District shall be responsible for all crossing guard services that are located outside the city limits of Springfield, Missouri.
- b. During the Term of this Agreement (or any renewal thereto) the School District shall be responsible for funding the crossing guard services contract with the third-party vendor for crossing guard services that are provided outside of the School Term. The School District shall pay approximately Twenty-Two Thousand One Hundred Thirty-Seven and 20/100 Dollars (\$22,137.20) or the actual cost of crossing guard services during Summer School to the City. To be billed monthly and paid by the School District within 30 days of the statement date.
- c. The City shall be responsible for maintaining the contract with the third-party vendor for crossing guard services inside the city limits during the School Term and during the School District's Summer School session.

3. Conflicts. No salaried officer or employee of the City or the School District, and no member of the City Council or the School District shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and any applicable requirements of state and local law shall be observed by the parties hereto.

4. Term. The term of this agreement will begin on July 1, 2020 and end on June 30, 2021. The parties have the option of renewing this agreement for four additional one-year terms. A renewal shall be in writing and signed by both parties.

5. Insurance. The City is self-insured. The School District is self-insured.

6. Liability and Indemnity. The parties mutually agree to the following:

- a. In no event shall the City be liable to the School District 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. In no event shall the School District be liable to the City for

special, indirect, or consequential damages, except those caused by the School District's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract.

- b. To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the School District, including its officers and 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. To the extent allowed or imposed by law, the School District shall defend, indemnify, and hold harmless the City, including its officers and 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 School District's wrongful or negligent performance of its obligations under this Agreement.
 - c. To the extent allowed or imposed by law, the School District shall indemnify and hold the City harmless from the payment of wages or overtime compensation claimed by a School District employee pursuant to this Agreement and any reasonable attorneys' fees and costs incurred by the City in the defense of such claim. To the extent allowed or imposed by law, the City shall indemnify and hold the School District harmless from the payment of wages or overtime compensation claimed by a City employee pursuant to this agreement and any reasonable attorneys' fees and costs incurred by the School District in the defense of such claim.
 - d. In no event shall the language of this contract constitute or be constructed as a waiver or limitation for either party's rights or defenses as regard each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
7. 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. All prior crossing guard contracts between the City and School District are superseded by this contract.
8. 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.

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

SCHOOL DISTRICT OF SPRINGFIELD R-12

By: _____

Name & Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

Collin Quigley, Assistant City Manager

Approved as to Form:

Assistant City Attorney



One-rdg. _____
P. Hrngs. _____
Pgs. 43
Filed: 09-01-20

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 210

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into Schedule of Equipment
2 No. 2, which will become a part of its existing Master Equipment Lease
3 Purchase Agreement, the proceeds of which will be used to pay the
4 costs of acquiring equipment for the City's Information Technology
5 Department, including upgrades to the server room, including
6 mechanical, electrical and plumbing equipment and improvements
7 necessary for proper installation and operation of such equipment, to do
8 all things necessary to carry out the lease-purchase transaction,
9 including the execution of certain documents in connection therewith;
10 and amending the budget of the City for Fiscal Year 2020-2021 in the
11 amount of \$373,817.
12 _____
13

14 WHEREAS, as authorized by Special Ordinance 27246, the City of Springfield,
15 Missouri (the "City"), as lessee, previously entered into a Master Equipment Lease
16 Purchase Agreement dated as of October 25, 2019 (the "Master Lease"), with Central
17 Bank of the Ozarks, as lessor (the "Lessor"), pursuant to which the City will from time to
18 time lease certain equipment on a tax-exempt basis from the Lessor pursuant to
19 schedules of equipment thereto, on a year-to-year basis with an option to purchase the
20 Lessor's interest in such equipment; and
21

22 WHEREAS, the City desires to obtain funds to pay the costs of acquiring and
23 installing equipment for the Information Technology Department, including upgrades to
24 the server room, including mechanical, electrical and plumbing equipment and
25 improvements necessary for proper installation and operation of such equipment (as
26 further described in the herein-defined Schedule No. 2, the "Equipment"); and
27

28 WHEREAS, the Finance Department has obtained a competitive rate quotation
29 for the financing; and
30

31 WHEREAS, the Equipment will be acquired and installed in accordance with the
32 City's Purchasing Manual; and
33

34 WHEREAS, in order to facilitate the foregoing and to pay the cost of acquiring
35 and installing the Equipment, it is necessary and desirable for the City to take the
36 following actions:
37

- 38 1. Enter into Schedule of Equipment No. 2 to the Master Lease (which
39 incorporates the terms and conditions of the Master Lease), in
40 substantially the form attached hereto as "Exhibit 1" ("Schedule No. 2"),
41 with the Lessor, the party determined by the City to have submitted the
42 most favorable proposal in response to the City's request, pursuant to
43 which the City, as lessee, will lease the Equipment from the Lessor, on a
44 year-to-year basis with an option to purchase the Lessor's interest in the
45 Equipment; and
46
- 47 2. If determined to be necessary by the City, enter into an Escrow
48 Agreement relating to Schedule No. 2 in substantially the form attached
49 hereto as "Exhibit 2" (the "Escrow Agreement") with the Lessor and the
50 escrow agent to be named therein, pursuant to which the proceeds of
51 Schedule No. 2 will be held in trust by said escrow agent pending its use
52 to purchase the Equipment financed under Schedule No. 2.
53
- 54 3. Execute and deliver a Federal Tax Certificate relating to Schedule No. 2 in
55 substantially the form attached hereto as "Exhibit 3" (the "Tax Certificate"),
56 setting forth certain representations, facts, expectations, terms and
57 conditions relating to the use and investment of the proceeds of Schedule
58 No. 2.
59

60 (Schedule No. 2, the Escrow Agreement and the Tax Certificate are referred to
61 collectively herein as the "City Documents"); and
62

63 WHEREAS, the maximum annual payments for Schedule No. 2 for the
64 Equipment are appropriated in the Fiscal Year 2020-2021 operating budget and a
65 budget adjustment is necessary to appropriate the proceeds of Schedule No. 2; and
66

67 WHEREAS, the amendment to the budget for the City for Fiscal Year 2020-2021
68 for the acquisition and installation of the Equipment has been recommended and
69 approved by the City Manager.
70

71 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
72 SPRINGFIELD, MISSOURI, as follows, that:
73

74 Section 1 – The financing of the Equipment is hereby approved, with the final
75 terms to be set forth in the City Documents upon the execution thereof, and the
76 signature of the City Manager shall constitute conclusive evidence of the City Manager's
77 approval thereof and the City's approval thereof.
78

79 Section 2 – The City Manager, or his designee, is hereby authorized to sign and
80 execute, for and on behalf of the City, the City Documents in substantially in the form
81 and content as those attached hereto and incorporated herein by reference as “Exhibit
82 1,” “Exhibit 2” and “Exhibit 3” with such changes therein as shall be consistent with the
83 terms of this Ordinance and as are approved by the City Manager, the City Manager’s
84 signature thereon being conclusive evidence of approval thereof. The City Clerk is
85 hereby authorized to affix the City’s Seal to the City Documents, if necessary, and attest
86 said Seal.

87
88 Section 3 – The obligation of the City to pay Rental Payments (as defined in the
89 Master Lease) under Schedule No. 2 is subject to annual appropriation and will
90 constitute a current expense of the City and will not in any way be construed to be an
91 indebtedness or liability of the City in contravention of any applicable constitutional,
92 charter or statutory limitation or requirement concerning the creation of indebtedness or
93 liability by the City, nor will anything contained in Schedule No. 2 constitute a pledge of
94 the general tax revenues, funds or moneys of the City, and all provisions of Schedule
95 No. 2 will be construed so as to give effect to such intent.

96
97 Section 4 – City Council hereby amends the budget for the City for Fiscal Year
98 2020-2021 in the accounts and in the amounts as shown on Budget Adjustment 015, a
99 copy of which is attached hereto and incorporated herein by reference as “Exhibit 4.”

100
101 Section 5 – City Council hereby finds that the budget adjustment made above
102 has been recommended by the City Manager. City Council hereby directs the City
103 Manager to cause the appropriate accounting entries to be made in the books and
104 records of the City.

105
106 Section 6 – The officers of the City, including the City Manager, Finance Director,
107 City Attorney and the City Clerk, are hereby authorized and directed to execute all
108 documents and take such actions as they may deem necessary or advisable and are
109 consistent with the intent of this Ordinance in order to carry out and perform the
110 purposes of this Ordinance and to make any changes or additions to the foregoing
111 agreements, statements, instruments and other documents herein approved, authorized
112 and confirmed which they determine to be in the City’s best interest, and the execution
113 or taking of such action shall be conclusive evidence of such determination.

114
115 Section 7 – The City expects to make capital expenditures after the date of the
116 adoption of this Ordinance in connection with acquisition and installation of the
117 Equipment, and the City intends to reimburse itself for such expenditures and also
118 expenditures made with respect to acquisition and installation of the Equipment on or
119 after sixty days before the date of this Ordinance with proceeds received under
120 Schedule No. 2 in a not to exceed amount of \$373,817.

121
122 Section 8 – This Ordinance shall be in full force and effect from and after
123 passage.
124

125 Passed at meeting: _____

126

127

128 _____

129 Mayor

130

131 Attest: _____, City Clerk

132

133 Filed as Ordinance: _____

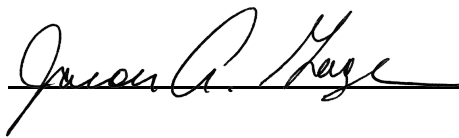
134

135

136 Approved as to form: , Assistant City Attorney

137

138

139 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-210

FILED: 09-01-20

ORIGINATING DEPARTMENT: Finance

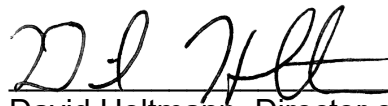
PURPOSE: Authorizing the City Manger, or his designee, to enter into Schedule of Equipment No. 2, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the City's Information Technology Department, including upgrades to the server room, including mechanical, electrical and plumbing equipment and improvements necessary for proper installation and operation of such equipment, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2020-2021 in the amount of \$373,817.

BACKGROUND INFORMATION: The City has utilized a master lease agreement over the last several years as a low-cost means of acquiring capital equipment. This financing mechanism has allowed the City to acquire much-needed capital equipment at a very favorable interest rate. The financing term is five years. At the end of the five-year period, the City will own the equipment.

The proceeds of Schedule of Equipment No. 2 will be used to purchase equipment consisting of hardware and software improvements to the City's Information Technology Department including upgrades to the server room, including mechanical, electrical and plumbing equipment and improvments necessary for proper installation and operation of the Equipment.

The transaction will be financed by Central Bank of the Ozarks under the existing Master Equipment Lease Purchase Agreement. The interest rate on this transaction is 2.48 percent. This is a five-year financing with quarterly payments.

Submitted by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

Gilmore & Bell, P.C.
Draft-August 7, 2020

SCHEDULE OF EQUIPMENT NO. 2

COUNTERPART NO. ____ OF 2

LESSOR'S INTEREST IN, TO AND UNDER THE LEASE, CONSISTING OF THIS SCHEDULE AND THE INCORPORATED MASTER AGREEMENT AS IT RELATES TO THIS SCHEDULE, MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Schedule of Equipment No. 2 dated as of October 1, 2020 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (as amended and supplemented, the "Master Agreement" and, as further amended and supplemented by this Schedule, the "Lease"), each between Central Bank of the Ozarks, as Lessor, and City of Springfield, Missouri, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Master Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

4. Representations, Warranties and Covenants.

(a) Lessee hereby reaffirms its representations, warranties and covenants set forth in the Master Agreement as if made on the Commencement Date of the Lease and this Schedule.

(b) Lessee has provided lessor with audited financial statements through June 30, 2019. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since June 30, 2019.

(c) Lessee has complied with such public bidding requirements as may be applicable to the Lease and this related Schedule, and the acquisition and installation of the Equipment hereunder.

(d) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to include Lessor to enter into the Lease and this related Schedule, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

5. Tax-Exempt Interest Related Covenants, Representations and Warranties. Lessee hereby covenants, represents and warrants as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

6. Incorporation of the Master Agreement Terms and Provisions. Lessee and Lessor hereby ratify and confirm the Master Agreement, the terms and provisions of which (other than to the extent that they relate solely to other Leases or Equipment listed on Schedules to other Leases), except as specifically amended under paragraph 7 below, are hereby incorporated by reference and made a part hereof.

7. Purchase Option; Prepayment. Lessee may exercise its purchase option with respect to the Equipment subject to this Lease on any Rental Payment Date at the applicable Purchase Price shown on the Payment Schedule attached hereto, all in accordance with Section 10.01 of the Master Agreement. Upon 30 days' prior written notice to Lessor, Lessee will also have the option to partially prepay outstanding principal components of Rental Payments under this Lease on any Rental Payment Date, without penalty. Following any such partial prepayment, Lessor will provide Lessee with a new Payment Schedule reflecting application of the prepayment to principal components in inverse order of their due date.

8. Other Provisions. None.

Dated: October 1, 2020.

CENTRAL BANK OF THE OZARKS

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager
Address: 840 Boonville Ave.
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 2**

EQUIPMENT DESCRIPTION

Equipment Description:

The Equipment consists of hardware and software improvements to Lessee's Information Technology Department, as described in the Solution Summary and related Solution Quotes dated June 2, 2020 from ConvergeOne, Inc. attached hereto, including certain professional services and maintenance costs, and all perpetual nonexclusive, nontransferable licenses of such software and all disks, upgrades, improvements, additions, instructions, licensing agreements provided by ConvergeOne, Inc., and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Costs of the Equipment also include upgrades to the server room, including mechanical, electrical and plumbing equipment and improvements necessary for proper installation and operation of the Equipment.

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to Central Bank of the Ozarks, as escrow agent, pursuant to the Escrow Agreement dated as of October 1, 2020, among Lessor, Lessee and Central Bank of the Ozarks, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein

Equipment Location:

Police Headquarters (South District Station), 2620 W. Battlefield Road, Springfield, Missouri 65807

Solution Summary

Primary Data Center Refresh - Qumulo/HPE/Cisco

Customer: CITY OF SPRINGFIELD	Primary Contact: Matt Roberts
Ship To Address: 840 N Boonville Ave Springfield, MO 65802-3832	Email: marobert@springfieldmo.gov
Bill To Address: 220 E Central St Attn: Nicki Woods Springfield, MO 65802-3833	Phone: (417) 864-1143
Customer ID: AOSZSPRI102	National Account Manager: Danny Matthews
Customer PO:	Email: DMatthews@convergeone.com
	Phone: +14177990737

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$149,643.60		One-Time		\$149,643.60
Hardware	\$117,104.40		One-Time		\$117,104.40
Professional Services	\$4,208.00		One-Time		\$4,208.00
Maintenance					
Manufacturer Maintenance	\$19,262.35		Prepaid		\$19,262.35
Project Subtotal	\$290,218.35				\$290,218.35
Estimated Tax	NOT INCLUDED				
Estimated Freight	\$438.71				
Project Total	\$290,657.06				\$290,657.06

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
Qumulo										
1	H1K92A5 XMZ	H1K92A5 XMZ - HPE Apollo 4200 Gen10 Support	MNNVP-134 40399AB		4	\$8,885.00	\$35,540.00	22.00 %	\$6,930.31	\$27,721.24

Solution Quote

#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
2	H1K92A5	HPE 5Y Proactive Care 24x7 Service	MNNVP-134 40399AB		1	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
3	R0G85AAE	QF2 1TB Tier H1 60mo Sub/Sup E-LTU	MNNVP-134 40399AB		360	\$750.00	\$270,000.00	48.19 %	\$388.61	\$139,899.60
4	R0G89AAE	Qumulo Install and Adv Trng Svc Per Day	MNNVP-134 40399AB		1	\$5,500.00	\$5,500.00	23.49 %	\$4,208.00	\$4,208.00
5	817753-B21 OD1	817753-B21 OD1 - Factory integrated	MNNVP-134 40399AB		4	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
6	817753-B21	HPE Eth 10/25Gb 2P 640SFP28 Adptr	MNNVP-134 40399AB		4	\$740.00	\$2,960.00	27.00 %	\$540.20	\$2,160.80
7	R3W48A	R3W48A - HPE Apollo 4200 Gen10 90TB Hyb Nd Qumulo	MNNVP-134 40399AB		4	\$20,000.00	\$80,000.00	42.97 %	\$11,406.59	\$45,626.36
Qumulo Subtotal:							\$394,000.00			\$219,616.00
Cisco Catalyst 9500										
8	C9500-24X-A	Catalyst 9500 16-port 10G, 8-port 10G switch	AR233		2	\$16,559.99	\$33,119.98	58.82 %	\$6,819.00	\$13,638.00
9	CON-SNTP-C95K24XA	SNTP-24X7X4 Catalyst 9500 16-por	AR233	60	10	\$1,906.97	\$19,069.70	21.00 %	\$1,506.51	\$15,065.10
10	C9500-NW-A	C9500 Network Stack, Advantage	AR233		2	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
11	C9500-NM-8X	Cisco Catalyst 9500 8 x 10GE Network Module	AR233		2	\$4,100.00	\$8,200.00	58.80 %	\$1,689.00	\$3,378.00
12	S9500UK9-169	UNIVERSAL	AR233		2	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
13	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	AR233		2	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
14	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	AR233		2	\$2,100.00	\$4,200.00	58.81 %	\$865.00	\$1,730.00
15	CAB-TA-NA	North America AC Type A Power Cable	AR233		4	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
16	C9500-DNA-16X-A	C9500 DNA Advantage, Term licenses	AR233		2	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
17	C9500-DNA-L-A-5Y	DNA Advantage 5 Year License	AR233	60	2	\$11,830.00	\$23,660.00	58.82 %	\$4,872.00	\$9,744.00
18	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	Open Market		6	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
19	PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	AR233	60	6	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
20	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	AR233		2	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00

Solution Quote

#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
21	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	AR233		4	\$109.00	\$436.00	56.88 %	\$47.00	\$188.00
Cisco Catalyst 9500 Subtotal:							\$88,685.68			\$43,743.10
Cisco UCS										
22	UCSB-5108-AC2=	UCS 5108 Blade Server AC2 Chassis/0 PSU/8 fans/0 FEX	AR233		1	\$6,599.00	\$6,599.00	58.81 %	\$2,718.00	\$2,718.00
23	CON-OSP-6508AC2	SNTC-24X7X40S UCS 5108 AC Chassis, updated backplane	AR233	12	5	\$273.00	\$1,365.00	21.00 %	\$215.67	\$1,078.35
24	UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.	AR233		1	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
25	N01-UAC1	Single phase AC power module for UCS 5108	AR233		1	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
26	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	AR233		1	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
27	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	AR233		8	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
28	N20-FAN5	Fan module for UCS 5108	AR233		8	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
29	UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV	AR233		4	\$936.00	\$3,744.00	58.76 %	\$386.00	\$1,544.00
30	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	AR233		4	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
31	UCS-FI-M-6324	UCS 6324 In-Chassis FI with 4 UP, 1x40G Exp Port, 16 10Gb	AR233		2	\$22,000.00	\$44,000.00	58.82 %	\$9,059.00	\$18,118.00
32	CON-OSP-FIM6324	SNTC-24X7X40S UCS 6324 In-Chs FI w/4 UP 1x40G E-Port	AR233	12	10	\$394.80	\$3,948.00	21.00 %	\$311.89	\$3,118.90
33	N10-MGT017	N10-MGT017 - UCS Manager v4.1	AR233		2	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
34	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	AR233		2	\$109.00	\$218.00	56.88 %	\$47.00	\$94.00
35	N20-FW017	N20-FW017 - UCS 5108 Blade Chassis FW Package 4.1	AR233		1	\$0.00	\$0.00	0.00 %	\$0.00	\$0.00
36	SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	AR233		4	\$110.00	\$440.00	57.27 %	\$47.00	\$188.00
Cisco UCS Subtotal:							\$60,314.00			\$26,859.25
Total:							\$542,999.68		\$52,056.78	\$290,218.35

**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 2**

PAYMENT SCHEDULE

Rental Payments will be made in accordance with **Section 4.01** of the Master Agreement and this Payment Schedule.

Principal Amount: \$373,817

Interest Rate: 2.48%; 30/360 basis; monthly compounding

Rental Payment Date	Interest Portion	Principal Portion	Total Rental Payment	Purchase Price*
10/1/2020	\$2,317.67	\$17,613.76	\$19,931.43	\$356,203.24
1/1/2021	2,208.46	17,722.97	19,931.43	338,480.27
4/1/2021	2,098.58	17,832.85	19,931.43	320,647.42
7/1/2021	1,988.01	17,943.42	19,931.43	302,704.00
10/1/2021	1,876.76	18,054.67	19,931.43	284,649.33
1/1/2022	1,764.83	18,166.60	19,931.43	266,482.73
4/1/2022	1,652.19	18,279.24	19,931.43	248,203.49
7/1/2022	1,538.86	18,392.57	19,931.43	229,810.92
10/1/2022	1,424.83	18,506.60	19,931.43	211,304.32
1/1/2023	1,310.09	18,621.34	19,931.43	192,682.98
4/1/2023	1,194.63	18,736.80	19,931.43	173,946.18
7/1/2023	1,078.47	18,852.96	19,931.43	155,093.22
10/1/2023	961.58	18,969.85	19,931.43	136,123.37
1/1/2024	843.96	19,087.47	19,931.43	117,035.90
4/1/2024	725.62	19,205.81	19,931.43	97,830.09
7/1/2024	606.55	19,324.88	19,931.43	78,505.21
10/1/2024	486.73	19,444.70	19,931.43	59,060.51
1/1/2025	366.18	19,565.25	19,931.43	39,495.26
4/1/2025	244.87	19,686.56	19,931.43	19,808.70
7/1/2025	122.81	19,808.70	19,931.51	0.00
Totals	<u>\$24,811.68</u>	<u>\$373,817.00</u>	<u>\$398,628.68</u>	

* Lessee's option to purchase is subject to the provisions of Section 10.01 of the Master Agreement, as amended by paragraph 7 of this Schedule.

Gilmore & Bell, P.C.
Draft-August 7, 2020

ESCROW AGREEMENT

This Escrow Agreement (the “Escrow Agreement”), dated as of October 1, 2020, and entered into among **CENTRAL BANK OF THE OZARKS**, a Missouri banking corporation (together with its successors and assigns, “Lessor”), **CITY OF SPRINGFIELD, MISSOURI**, a home rule charter city and political subdivision existing under the laws of Missouri (“Lessee”), and **CENTRAL BANK OF THE OZARKS**, a Missouri banking association, in its capacity as escrow agent (together with its successors and assigns, “Escrow Agent”).

Name of Acquisition Fund: “City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 2”
Amount of Deposit into the Acquisition Fund: \$373,817

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Schedule of Equipment No. 2 dated as of October 1, 2020 (the “Schedule”) to that Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the “Agreement,” and together with the Schedule, the “Lease”), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent will not be deemed to be a party to the Lease, and this Escrow Agreement will be deemed to constitute the entire agreement among Lessor, Lessee and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special fund designated as set forth above (the “Acquisition Fund”) to be held and administered by Escrow Agent for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor will deposit in the Acquisition Fund the amount specified above. Moneys held by Escrow Agent hereunder will be invested and reinvested by Escrow Agent upon written order of an Authorized Lessee Representative as set forth on **Exhibit C** attached hereto, and in accordance with the Federal Tax Certificate executed by Lessee as of the date hereof, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, Escrow Agent will invest and reinvest such moneys in Qualified Investments described in **Section 6(vi)** below. Such investments will be held by Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. “Qualified Investments” means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the

United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated “Aaa” by Moody’s Investors Service or “AAAm-G” by Standard & Poor’s Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund will be used by Lessee to pay for the cost of acquisition and installation of the Equipment listed in the Lease and, if requested by Lessee, to pay certain costs of entering into the Lease. Such payment will be made from the Acquisition Fund upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit A**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition and installation of said Equipment and a written approval by Lessor of the Vendor to be paid, or in the event that certain costs of entering into the Lease are described in the Payment Request and Acceptance Certificate, an invoice specifying the amount of such costs. In making any disbursement pursuant to this **Section 7**, Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by Lessor will constitute unto Escrow Agent an irrevocable determination by Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by Lessee and approved by Lessor, or (b) the presentation of written notification to Escrow Agent by Lessor, or, if Lessor has assigned its interest under the Lease, then the assignees or subassignees of all of Lessor’s interest under the Lease or an agent on their behalf, that the Lease has been terminated pursuant to **Section 3.03 (a) or (c)** of the Agreement. Upon termination as described in clause (a) of this paragraph, Lessor may direct Escrow Agent to disburse any amount remaining in the Acquisition Fund will be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund will immediately be paid to Lessor or to any assignees or subassignees of Lessor’s interest in this Lease as directed in writing.

9. Escrow Agent may at any time resign by giving at least 30 days’ written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any

time, with or without cause, by an instrument in writing executed by Lessor and Lessee upon at least 30 days' written notice to Escrow Agent. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of \$-0-, to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, Escrow Agent will be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessee and in no event will such reimbursement be made from funds held by Escrow Agent pursuant to this Escrow Agreement. Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Acquisition Fund for the payment of fees and expenses for services rendered by Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or Escrow Agent are in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on the signature page of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt.

17. Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Escrow Agent in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

18. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which Escrow Agent is located.

19. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

20. This Escrow Agreement may not be amended or assigned except by a written instrument executed by Lessor, Lessee and Escrow Agent.

21. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

22. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature page follows.]

23. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to Escrow Agent such information as it may request, from time to time, in order for Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date set forth above.

CENTRAL BANK OF THE OZARKS
LESSOR

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: City Manager
Address: 840 Boonville Avenue
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

CENTRAL BANK OF THE OZARKS
ESCROW AGENT

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Central Bank of the Ozarks
1800 S. Glenstone Avenue
Springfield, MO 65804

Re: City of Springfield, Missouri Acquisition Fund established by the Escrow Agreement, dated as of October 1, 2020 (the "Escrow Agreement"), among Central Bank of the Ozarks, as lessor ("Lessor"), City of Springfield, Missouri, as lessee ("Lessee"), and Central Bank of the Ozarks, in its capacity as escrow agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the above-referenced Acquisition Fund to the person or corporation designated below as Payee, the amount set forth below in payment of a portion or all of the cost of the acquisition and installation of the equipment or costs incurred in entering into the Lease described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition and installation of the equipment or costs incurred in entering into the Lease described below and has not formed the basis of any prior request for payment.

The equipment or costs described below are (a) part or all of the "Equipment" that is listed in Equipment Schedule No. 2 dated as of October 1, 2020 (the "Schedule"), to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Agreement," and together with the Schedule, the "Lease"), described in the Escrow Agreement or (b) costs incurred in entering into the Lease.

<u>Quantity</u>	<u>Serial Number</u>	<u>Item</u>	<u>Amount</u>
-----------------	----------------------	-------------	---------------

Payee: _____

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.

- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Master Agreement.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Dated: _____, 20__.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

APPROVED FOR PAYMENT:

CENTRAL BANK OF THE OZARKS
LESSOR

By: _____
Title: _____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____, 20____.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

EXHIBIT C

AUTHORIZED LESSEE REPRESENTATIVES

**City of Springfield, Missouri
Acquisition Fund established by the Escrow Agreement,
dated as of October 1, 2020 (the "Escrow Agreement"), among
Central Bank of the Ozarks, as lessor ("Lessor"),
City of Springfield, Missouri, as lessee ("Lessee"), and
Central Bank of the Ozarks, in its capacity as escrow agent (the "Escrow Agent")**

Each of the following person(s) is an **Authorized Lessee Representative** for Lessee authorized to execute documents and direct the Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessee's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____ Name	_____ Telephone Number
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FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “**Tax Certificate**”), is executed as of October 1, 2020, by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with Schedule of Equipment No. 2 dated as of October 1, 2020 to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019, in the principal amount of \$373,817 (collectively, the “**Lease**”), entered into by and between the City, as lessee, and Central Bank of the Ozarks, a Missouri banking corporation, as lessor (the “**Lessor**”).

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “**Regulations**”), impose certain limitations on the uses and investment of the proceeds of the Lease and of certain other money relating to the Lease, and set forth the conditions under which the interest component of rent payable under the Lease will be excluded from gross income for federal income tax purposes.

3. The City is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of the proceeds of the Lease and the property financed with those proceeds and the investment of the proceeds of the Lease and of certain other related money, in order to establish and maintain the exclusion of the interest component of rent payable under the Lease from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The City adopted a Tax-Exempt Financing Compliance Procedure on May 7, 2012 (the “**Tax Compliance Procedure**”) for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is being entered into as required by the Tax Compliance Procedure for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the City represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Acquisition Fund” means the “City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 2” established pursuant to the Escrow Agreement dated as of October 1, 2020, among the City, the Lessor and Central Bank of the Ozarks, in its capacity as escrow agent.

“Annual Compliance Checklist” means a checklist for the Equipment designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Closing Date substantially in the form attached as **Exhibit D**.

“City” means the City of Springfield, Missouri.

“Closing Date” means October 1, 2020.

“Compliance Officer” means the City’s Director of Finance or, if the position of Director of Finance is vacant, the person filling the responsibilities of the Director of Finance for the City.

“Equipment” means certain equipment for use by the City’s Information Technology Department, including upgrades to the server room, including mechanical, electrical and plumbing equipment and improvements necessary for proper installation and operation of the Equipment, to be acquired and installed with proceeds of the Lease, as further described on **Exhibit C** to this Tax Certificate.

“Gross Proceeds” means the gross proceeds of the Lease, which include (a) sale proceeds (any amounts actually or constructively received by the City from the execution and delivery of the Lease, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds, (c) any amounts held in a sinking fund for the Lease, and (d) any amounts held in a pledged fund or reserve fund for the Lease. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the Acquisition Fund.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the Internal Revenue Service.

“Lease” means Schedule of Equipment No. 2, dated as of the date of this Tax Certificate, between the City, as lessee, and the Lessor, as lessor, in the principal amount of \$373,817 (which Schedule of Equipment No. 2 incorporates the terms and provisions of the Master Lease), the proceeds of which will be used to acquire and install the Equipment and pay certain costs of issuance in connection with the Lease.

“Lessor” means Central Bank of the Ozarks, a Missouri banking corporation.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of the Equipment, such as a contract to manage the Equipment or a portion thereof. However, contracts for services that are solely incidental to the primary governmental function of the Equipment (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management Agreements.

“Master Lease” means the Master Equipment Lease Purchase Agreement dated as of October 25, 2019, including the exhibits thereto, entered into between the Lessor, as lessor, and the City, as lessee, as amended from time to time.

“Measurement Period” means, with respect to the Equipment, the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service, and ending on the earlier of (A) the final maturity date of the Lease or (B) the end of the expected economic useful life of the property.

“Non-Qualified Use” generally means any use of the Equipment in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Equipment by any other member of the general public. Generally, ownership, a lease, or any other use that provides a Non-Qualified User a special legal right or entitlement to use the Equipment will constitute Non-Qualified Use.

“Non-Qualified User” means any person or entity other than the City.

“Opinion of Special Tax Counsel” means the written opinion of Special Tax Counsel addressed to the City to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest component of rent on the Lease from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest component of rent on the Lease from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of Gross Proceeds, the use of the Equipment and the investment of Gross Proceeds after the Closing Date.

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who use the Equipment on a short-term basis in the ordinary course of the City’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Equipment under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Equipment was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Equipment was not constructed for a principal purpose of providing the property for use by that person.

"Qualified User" means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"Regulations" means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

"Special Tax Counsel" means Gilmore & Bell, P.C.

"State" means the State of Missouri.

"Tax Compliance File" means documents and records for the Lease maintained by the Compliance Officer pursuant to this Tax Certificate and the Tax Compliance Procedure.

"Tax Compliance Procedure" means the City's Tax-Exempt Financing Compliance Procedure, dated May 7, 2012.

"Yield" means the yield on the Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Section 2. Purpose of Lease. On the Closing Date, the Lessor will disburse all proceeds of the Lease in the aggregate principal amount of \$373,817 for deposit into the Acquisition Fund. Of this amount, \$ 367,817.06 will be used to acquire and install the Equipment, and \$6,000 will be used to pay costs of executing and delivering the Lease.

Section 3. Accounting for Gross Proceeds. The City will account for the sale proceeds of the Lease as follows: All sale proceeds will be used to acquire and install the Equipment and pay related costs of executing and delivering the Lease as described in **Section 2** of this Tax Certificate. Not later than 18 months after (1) the purchase of the Equipment, or (2) the date the Equipment is placed in service, the City will prepare a final written allocation as required by the Tax Compliance Procedure, a sample form of which is attached hereto as **Exhibit E**.

Section 4. Project Completion. The City has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the proceeds of the Lease on the Equipment. The acquisition and installation of the Equipment and the allocation of the proceeds of the Lease to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease will be allocated to expenditures for the Equipment within 3 years after the Closing Date.

Section 5. Funds or Accounts. The following fund has been established for the Lease:

- Acquisition Fund.

No other funds or accounts have been established to hold sale proceeds of the Lease, and no other funds or accounts of the City have been or will be established that will contain other money that will be used to make, or secure, rental payments under the Lease.

Section 6. Rebate and Yield Restriction.

(a) *Lessor's Certificate – Issue Price.* The Lessor has represented in the Lessor Certificate, dated as of the Closing Date and included in the Transcript at Tab 8, that on the date hereof it has purchased the Lease for the aggregate principal amount of \$373,817, without accrued interest, and that it intends to hold the Lease for its own account as an investment with no present intent to sell, assign or transfer the Lease. Based on the certifications of the Lessor in the Lessor Certificate, the City elects to establish the issue price of the Lease pursuant to Regulations § 1.148-1(f)(2)(i) and, accordingly, the issue price will be the price paid by the Lessor (\$373,817).

(b) *Lease Yield.* Based on the issue price, Special Tax Counsel has determined that the Yield on the Lease is 2.7575%. The amortization schedule and calculation of the Yield on the Lease is attached to this Tax Certificate as **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the Lease.

(c) *Rebate and Yield Restriction Requirement.* All sale proceeds of the Lease and any amounts received from investing the sale proceeds of the Lease are expected to be allocated to expenditures for the Equipment in accordance with the following schedule: (1) 15% within 6 months from the Closing Date; (2) 60% within 12 months from the Closing Date; and (3) 100% within 18 months from the Closing Date. Prior to the expenditure of these amounts, the City expects to invest the sale proceeds in a money market account at a Yield that is less than the Yield on the Lease. The City has not created or established, and does not expect to create or establish, any sinking fund, reserve fund, pledge fund, or other similar fund (1) that is reasonably expected to be used to pay the rental payments, or (2) that may be used solely to prevent a default in the payment of the rental payments if the City encounters financial difficulty. If these amounts are invested and allocated to expenditures as set forth in this paragraph, and if the City does not establish any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease, then no rebate or Yield reduction computations will be necessary for the Lease. If these amounts are not invested and spent as set forth in this paragraph, the City will engage Special Tax Counsel, an independent certified public accountant, or a rebate analyst to compute arbitrage rebate on the Lease and to pay rebate to the United States at least once every five years, and within 60 days after the final maturity of the Lease in accordance with Code § 148(f).

Section 7. Use of Equipment.

(a) *General.* The Equipment will be owned by the City throughout the Measurement Period. No portion of the Equipment is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the City obtains an Opinion of Special Tax Counsel, the City will not enter into any agreement other than a Qualified Use Agreement with respect to the Equipment.

(b) *Agreements.* As of the Closing Date, the City does not have any agreements with Non-Qualified Users that relate to the use or operation of the Equipment. During the Measurement Period, the City will not enter into or renew any agreement with any Non-Qualified User with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(c) *Leases.* As of the Closing Date, the City has not entered into any leases (or subleases) with Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment. During the Measurement Period, the City will not enter into or renew any leases with any Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the City has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(e) *Compliance Officer.* The City, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklists.* Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Equipment. The Compliance Officer will prepare and work with appropriate officials of the City to complete an Annual Compliance Checklist for the Equipment at least annually. In the event an Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Section 8. Record Keeping. The Compliance Officer will maintain the Tax Compliance File for the Lease in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Certificate, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease or (ii) any obligation issued to refund the Lease. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the City, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

Section 9. Miscellaneous

(a) *Reimbursement of Expenditures; Official Intent.* On September 21, 2020, the governing body of the City adopted an ordinance declaring the intent of the City to finance the Equipment with proceeds of a tax-exempt obligation and to reimburse the City for expenditures made for the Equipment prior to the issuance of the tax-exempt obligation. A copy of the ordinance is attached to this Tax Certificate as **Exhibit F**. Any reimbursement allocation made by the City will comply with Regulations § 1.150-2. \$_____ of proceeds of the Lease will be disbursed to reimburse the City for expenditures made in connection with the acquisition and installation of the Equipment prior to the Closing Date.

(b) *Form 8038-G.* A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Certificate as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and covenants by the City contained in this Tax Certificate or otherwise made by the City. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned and the

undersigned is authorized to sign the Form 8038-G on behalf of the City and deliver it to Special Tax Counsel for filing with the IRS.

(c) *Single Issue; No Other Issues.* The Lease constitutes a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Lease, (2) are being sold under the same plan of financing as the Lease, and (3) are expected to be paid from substantially the same source of funds as the Lease (disregarding guarantees from unrelated parties, such as bond insurance).

(d) *Bank Qualification.* The Lease is not a “qualified tax-exempt obligation” under Code § 265(b)(3).

(e) *No Federal Guaranty.* The payment of rent on the Lease is not, and the City will not permit the payment of rent on the Lease to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(f) *Registration Requirement; Record Owner.* The City will maintain or cause to be maintained a record of the owner(s) of the Lease and the person/entity entitled to the receipt of the interest components of rent payments on the Lease. Transfer of Ownership of the Lease is effective only if entered in these records. The Lease will be held in registered form within the meaning of Code § 149(a).

(g) *Reliance.* The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Lease and the exclusion from federal gross income of the interest component of rent payments payable by the City under the Lease.

(h) *Enforceability.* If any provision in this Tax Certificate or in the Lease is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

(i) *Electronic Transactions.* The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Certificate, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the City.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

LEASE AMORTIZATION SCHEDULE, CALCULATION OF WEIGHTED AVERAGE MATURITY AND CALCULATION OF YIELD ON THE LEASE

Schedule of Lease Payments					
Payment	Payments			Principal	Bond
Date	Interest	Principal	Total	Balance	Years
10/1/2020					
10/1/2020				\$ 373,817.00	-
10/1/2020	2,317.67	17,613.76	19,931.43	356,203.24	-
1/1/2021	2,208.46	17,722.97	19,931.43	338,480.27	4.431
4/1/2021	2,098.58	17,832.85	19,931.43	320,647.42	8.916
7/1/2021	1,988.01	17,943.42	19,931.43	302,704.00	13.458
10/1/2021	1,876.76	18,054.67	19,931.43	284,649.33	18.055
1/1/2022	1,764.83	18,166.60	19,931.43	266,482.73	22.708
4/1/2022	1,652.19	18,279.24	19,931.43	248,203.49	27.419
7/1/2022	1,538.86	18,392.57	19,931.43	229,810.92	32.187
10/1/2022	1,424.83	18,506.60	19,931.43	211,304.32	37.013
1/1/2023	1,310.09	18,621.34	19,931.43	192,682.98	41.898
4/1/2023	1,194.63	18,736.80	19,931.43	173,946.18	46.842
7/1/2023	1,078.47	18,852.96	19,931.43	155,093.22	51.846
10/1/2023	961.58	18,969.85	19,931.43	136,123.37	56.910
1/1/2024	843.96	19,087.47	19,931.43	117,035.90	62.034
4/1/2024	725.62	19,205.81	19,931.43	97,830.09	67.220
7/1/2024	606.55	19,324.88	19,931.43	78,505.21	72.468
10/1/2024	486.73	19,444.70	19,931.43	59,060.51	77.779
1/1/2025	366.18	19,565.25	19,931.43	39,495.26	83.152
4/1/2025	244.87	19,686.56	19,931.43	19,808.70	88.590
7/1/2025	122.81	19,808.70	19,931.51	-	94.091
Total	24,811.68	373,817.00	398,628.68		907.017
Lease Statistics					
Principal amount	\$ 373,817.00	Day-Count Method		30/360	
Interest rate	2.480%	Computed Payment Amount		\$19,931.43	
Dated date	10/1/2020	Actual Payment Amount		\$19,931.43	
Issue date	10/1/2020	Days of accrued interest		-	
First interest payment	10/1/2020	Accrued interest		\$0.00	
First principal payment	10/1/2020	Bond years		907.017	
Last payment	7/1/2025				
No. of principal payments p	4	Weighted avg. maturity (years)		2.4264	
Total no. of principal payme	20	Lease yield		2.757496%	
Denomination	0.02	Net interest cost		2.735526%	

Proof of Arbitrage Yield				
	Days		Pres. Val.	Present
Payment	After	Lease	Factor	Value to
Date	Closing	Payments	2.75750 %	10/1/2020
10/1/2020				
10/1/2020	-	-	1.0000000	-
10/1/2020	-	19,931.43	1.0000000	19,931.43
1/1/2021	90	19,931.43	0.9931767	19,795.43
4/1/2021	180	19,931.43	0.9864000	19,660.36
7/1/2021	270	19,931.43	0.9796696	19,526.22
10/1/2021	360	19,931.43	0.9729850	19,392.98
1/1/2022	450	19,931.43	0.9663461	19,260.66
4/1/2022	540	19,931.43	0.9597524	19,129.24
7/1/2022	630	19,931.43	0.9532038	18,998.71
10/1/2022	720	19,931.43	0.9466998	18,869.08
1/1/2023	810	19,931.43	0.9402403	18,740.33
4/1/2023	900	19,931.43	0.9338247	18,612.46
7/1/2023	990	19,931.43	0.9274530	18,485.46
10/1/2023	1,080	19,931.43	0.9211248	18,359.33
1/1/2024	1,170	19,931.43	0.9148397	18,234.06
4/1/2024	1,260	19,931.43	0.9085975	18,109.65
7/1/2024	1,350	19,931.43	0.9023979	17,986.08
10/1/2024	1,440	19,931.43	0.8962406	17,863.36
1/1/2025	1,530	19,931.43	0.8901253	17,741.47
4/1/2025	1,620	19,931.43	0.8840517	17,620.42
7/1/2025	1,710	19,931.51	0.8780196	17,500.26
Total		398,628.68		373,817.00
Yield Target Amount:				
Principal			373,817.00	
Original issue premium/discount			-	
Sale proceeds			373,817.00	
Accrued interest			-	
Total				373,817.00
Difference				
				0.00
Lease yield				
				2.7574964%

EXHIBIT B

IRS FORM 8038-G

[To be prepared by Gilmore & Bell.]

EXHIBIT C

DESCRIPTION OF THE EQUIPMENT

[To be prepared by Gilmore & Bell.]

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation (“Schedule No. 2”) financing the Equipment:	This Annual Compliance Checklist is designed to cover Schedule of Equipment No. 2 dated October 1, 2020 (“Schedule No. 2”) to Master Equipment Lease Purchase Agreement dated as of October 25, 2019, each between Central Bank of the Ozarks, as lessor, and the City of Springfield, Missouri, as lessee.
Placed in service date of the Equipment:	
Name of Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	For federal income tax purposes, was all of the Equipment owned by the City for federal tax purposes during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Special Tax Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	
2 Leases & Other Rights to Possession	During the Annual Period, was any of the Equipment subleased to or used by individuals or entities other than the City or employees of the City at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of any portion of the Equipment (e.g., has the City hired any organization to operate or manage the facilities in which the Equipment is being used) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	

EXHIBIT E

SAMPLE FINAL WRITTEN ALLOCATION

\$373,817

**SCHEDULE OF EQUIPMENT NO. 2 DATED OCTOBER 1, 2020 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF OCTOBER 25, 2019,
BETWEEN
CENTRAL BANK OF THE OZARKS, AS LESSOR
AND
CITY OF SPRINGFIELD, MISSOURI, AS LESSEE**

The undersigned is the Compliance Officer of the City of Springfield, Missouri (the “City”), and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the tax-exempt obligation referenced above (collectively, the “Lease”) is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Lease proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Lease.

Background. The Lease was executed and delivered on October 1, 2020 (the “Closing Date”), by the City. The Lease was executed and delivered in order to provide funds needed to acquire and install certain equipment for the City’s Informational Technology Department, including upgrades to the server room, including mechanical, electrical and plumbing equipment and improvements necessary for proper installation and operation of such equipment (the “Equipment”) and to pay certain costs of issuance. Proceeds of the Lease were disbursed on the Closing Date for deposit in the Acquisition Fund established under Escrow Agreement dated as of October 1, 2020, among the City, Central Bank of the Ozarks, as lessor, and Central Bank of the Ozarks, in its capacity as escrow agent.

Sources Used to Fund Equipment Costs and Allocation of Proceeds to Equipment Costs. A portion of the costs of acquiring and installing the Equipment was paid from sale proceeds of the Lease and the remaining portion of the costs of the Equipment was paid from earnings from the investment of Lease proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Equipment financed from Lease proceeds (i.e., the “Description of Equipment” listed in **Exhibit C** to the City’s Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Lease to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from proceeds of the Lease and

retained as purchaser's discount are allocated to that purpose and spent on the Closing Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Lease.

Placed In Service. The Equipment was "placed in service" on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (2) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

[Attach Spreadsheet after acquisition and installation of the Equipment is completed.]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED ASSETS
AND
DETAILED LISTING OF EXPENDITURES**

[Attach Spreadsheet after acquisition and installation of the Equipment is completed.]

EXHIBIT F

DECLARATION OF INTENT

[See Document 5 (City's Ordinance) in the Transcript of Documents.]

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
015

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	13	17010	408070	000000	00000	\$ 373,817	Lease proceeds for Information Systems
Net Revenue Adjustment						\$ 373,817	

Expenditures:

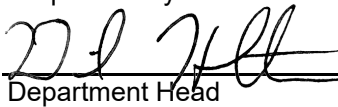
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	13	17010	508140	000000	00000	\$ 117,543	Hardware and Freight
10110	13	17010	508160	000000	00000	168,906	Software and Maintenance
10110	13	17010	508330	000000	00000	77,160	Server Room Improvements
10110	13	17010	508530	000000	00000	4,208	Professional Services
10110	13	17010	509350	000000	00000	6,000	Issuance Costs
Net Expenditure Adjustment						\$ 373,817	

Fund Balance Appropriation:

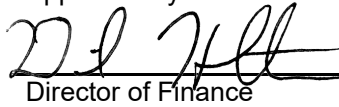
Fund	Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating capital lease proceeds for Information Systems equipment for operating needs.

Requested By:

 9/1/20
Department Head Date

Approved By:

 9/1/20
Director of Finance Date

Authorization:

City Manager Date

Council Bill No. 2020-210
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7 _____
Filed 09-01-20 _____

Sponsored by McClure

First Reading _____

Second Reading _____

COUNCIL BILL 2020- 211

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary
2 Ordinance,' for the purpose of adding one new job title of 'Director of
3 Diversity & Inclusion' to the Department Head Series ("DHS") salary
4 schedule and one full-time equivalent position to the City Manager's
5 Office; and by amending the Fiscal Year 2020-2021 budget of the City to
6 adjust the authorized employee positions in the City Manager's Office and
7 to fund the position.
8 _____
9

10 WHEREAS, the City is committed to a diverse workforce as a core value as an
11 organization; and
12

13 WHEREAS, while many City departments participate in diversity initiatives, it has
14 become clear that as an organization, there is a need to have a Leadership Team
15 position dedicated to leading diversity and inclusion initiatives; and
16

17 WHEREAS, the addition of one full time Director of Diversity & Inclusion is
18 required to provide continuous and consistent dedication to emphasizing diversity and
19 inclusion.
20

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

24 Section 1 – Chapter 2, Section 2-92 of the Springfield City Code, known as the
25 'Salary Ordinance,' relating to salary rates and pay grades for various job titles within
26 the City service as contained in the Department Head Series ("DHS") salary schedule is
27 hereby amended by adding the following job title:
28

29 NOTE: Language to be added is underlined.

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

Classification

Grade

Director of Diversity & Inclusion

Unclassified

Section 2 – The Fiscal Year 2020-2021 budget for the City Manager’s Office is hereby amended by changing the number of authorized job positions for said department, by adding one full-time equivalent (“FTE”) position of Director of Diversity & Inclusion, DHS - Unclassified, to the department.

Section 3 – The budget of the City of Springfield for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 017, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

Section 4 – City Council finds that the budget adjustment made above has been recommended by the City Manager, and 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: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2020- 211

FILED: 09-01-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding one new job title of 'Director of Diversity & Inclusion' to the Department Head Series ("DHS") salary schedule and one full-time equivalent position to the City Manager's Office; and by amending the Fiscal Year 2020-2021 budget of the City to adjust the authorized employee positions in the City Manager's Office and to fund the position.

BACKGROUND INFORMATION: The City Manager's Office desires to add one (1) full time equivalent ("FTE") Director of Diversity & Inclusion (DHS - Unclassified) position.

Additional needs and demands in the area of diversity and inclusion continue to be a high priority for the City of Springfield. The City's commitment to a diverse workforce is a core value as an organization, and City Council members often voice support for more emphasis in the area of diversity and inclusion. The City realizes the value and benefit of emphasizing diversity and inclusion and what it offers to the City and the broader community.

While many City departments participate in diversity initiatives, it has become clear that as an organization, there is a need to have a leadership team position dedicated to leading diversity and inclusion initiatives.

The Director of Diversity & Inclusion will be a senior level management position on the City's Leadership Team which will report to the City Manager's Office. This position will lead the development and implementation of the City of Springfield's proactive diversity, equity and inclusion efforts and initiatives in support of the City's priorities. This position will work collaboratively with the City's Leadership Team to provide advisement, coaching, training and expertise to staff and the City's Leadership Team on issues related to policies, procedures, best practices and applicable laws related to diversity, equity and inclusion. The incumbent will work closely with the City Manager's Office, leadership team members, community members, and other stakeholders to champion the importance and value of a diverse and inclusive organization at the City and work to identify and build those partnerships and relationships with external organizations, as well as internal employees, through active collaboration on initiatives and strategies.

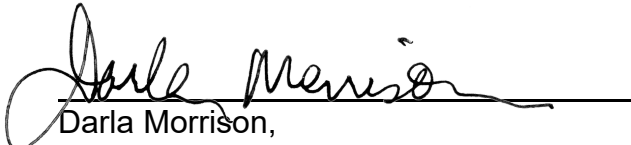
BUDGET NOTE: Funding for the Director of Diversity & Inclusion (DHS-Unclassified) would result in an increase in costs projected to be at \$120,000 for full-year salary and benefits with \$30,000 for full-year non-personnel related office and operating expenses for a total annual cost projected of \$150,000. Given the position is planned to be filled and in place mid-fiscal year, the projected first year costs are \$75,000. Additionally, since this position will serve as an internal service function, funding for the position will

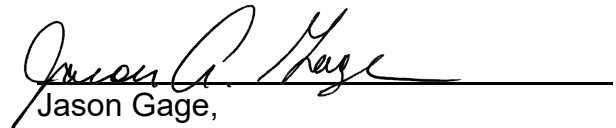
be allocated from city departments cost sharing as reflected in the attached budget adjustment.

REMARKS: The Department of Human Resources recommends approval of this bill.

Submitted & Recommended by:

Approved by:


Darla Morrison,
Director of Human Resources


Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
017 (Pg 1)

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	13010	417010	000000	00000	\$ 41,338	Transfer from Other Funds
Net Revenue Adjustment						\$ 41,338	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	13010	500110			\$ 60,000	Director of Diversity - Salaries and Benefits
10110	06	13010	504580			15,000	Director of Diversity - Supplies and Services
10110	03	10010	501260			(1,417)	Building Development Services - Operating Supplies
10110	04	11030	502780			(760)	City Attorney - Operating Supplies
10110	05	12010	502780			(215)	City Clerk - Operating Supplies
10110	06	13010	502780			(294)	City Manager - Operating Supplies
10110	09	14120	502780			(1,374)	Finance - Operating Supplies
10110	10	15010	504580			(8,927)	Fire - Operating Supplies
10110	12	16010	502780			(724)	Human Resources - Operating Supplies
10110	13	17010	502780			(1,065)	Information Systems - Operating Supplies
10110	15	19020	502780			(901)	Municipal Court - Operating Supplies
10110	17	60010	502780			(778)	Planning - Operating Supplies
10110	18	97510	504580			(13,684)	Police - Operating Supplies
10110	19	20010	501260			(245)	Public Information Office - Operating Supplies
10110	20	70010	502780			(3,277)	Public Works - Operating Supplies
29110	02	21010	509910			470	Art Museum - Transfer to Other Funds
29110	02	21010	501260			(470)	Art Museum - Operating Supplies
25020	07	23010	509910			3,269	Emergency Communications - Transfer to Other Funds
25020	07	23010	501240			(3,269)	Emergency Communications - Operating Supplies
25100	10	15020	509910			274	Level Property Tax Fire- Transfer to Other Funds
25100	10	15020	501820			(274)	Level Property Tax Fire- Capital
25100	18	92720	509910			901	Level Property Tax Police- Transfer to Other Funds
25100	18	92720	501190			(901)	Level Property Tax Police- Operating Supplies
Net Expenditure Adjustment						\$ 41,338	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-2021 budget and appropriate funds from City departments for cost sharing of the addition of one full time equivalent position for the Director of Diversity and Inclusion.

Requested By:

Approved By:

Authorization:

Department Head _____ Date _____

Director of Finance _____ Date _____

City Manager _____ Date _____

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit _____

Budget Adjustment
017 (Pg 2)

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25030	18	90120	509910			\$ 78	Police Special Revenue - Transfer to Other Funds
25030	18	90120	500120			(78)	Police Special Revenue - Overtime
25040	18	97510	509910			314	Police Special Revenue - Transfer to Other Funds
25040	18	90190	500120			(314)	Police Special Revenue - Overtime
25010	18	92510	509910			2,859	Law Enforcement Sales Tax - Transfer to Other Funds
25010	18	97580	501260			(2,859)	Law Enforcement Sales Tax - Operating Supplies
27010	11	50010	509910			2,847	Public Health Services - Transfer to Other Funds
27010	11	50010	502780			(2,847)	Public Health Services - Operating Supplies
27020	11	57510	509910			489	Animal Control - Transfer to Other Funds
27020	11	57510	501260			(489)	Animal Control - Supplies and Services
20110	16	80010	509910			3,155	Public Parks - Transfer to Other Funds
20110	16	80010	504580			(3,155)	Public Parks - Services
20120	16	80010	509910			2,663	Public Parks City/County Wide Sales Tax - Transfer
20120	16	80010	504580			(2,663)	Public Parks City/County Wide Sales Tax - Services
20130	16	80010	509910			2,092	Public Parks City/County Wide Sales Tax - Transfer
20130	16	80010	504580			(2,092)	Public Parks City/County Wide Sales Tax - Services
23620	19	20020	509910			274	Video Service Provider - Transfer to Other Funds
23620	19	20020	501260			(274)	Video Service Provider - Operating Supplies
21180	17	60110	509910			119	Community Development - Transfer to Other Funds
21180	17	60110	504580			(119)	Community Development - Services
21190	17	60110	509910			364	Community Development - Transfer to Other Funds
21190	17	60110	504580			(364)	Community Development - Services
27120	11	50010	509910	102765		157	Public Health Grants - Transfer to Other Funds
27120	11	50010	500110	102765		(157)	Public Health Grants - Salaries
Net Expenditure Adjustment						\$ (0)	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-2021 budget and appropriate funds from City departments for cost sharing of the addition of one full time equivalent position for the Director of Diversity and Inclusion.

Requested By:

Approved By:

Authorization:

Department Head _____ Date _____

Director of Finance _____ Date _____

City Manager _____ Date _____

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit _____

Budget Adjustment
017 (Pg 3)

Revenues:

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

Expenditures:

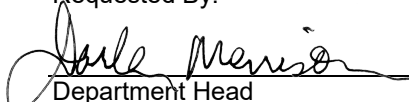
Fund	Dept	Org	Account	P&G	Location	Amount	Description
27180	11	53580	509910	102756		\$ 39	Public Health Grants - Transfer to Other Funds
27180	11	53580	501260	102756		(39)	Public Health Grants - Operating Supplies
27710	11	53560	509910	102874		822	WIC Program - Transfer to Other Funds
27710	11	53560	501260	102874		(822)	WIC Program - Operating Supplies
25270	18	92720	509910	102520		78	Police Grants - Transfer to Other Funds
25270	18	92720	500120	102520		(78)	Police Grants - Overtime
24400	21	28920	509910			1,844	Workforce Development - Transfer to Other Funds
24400	21	28920	504580			(1,844)	Workforce Development - Services
28010	20	70010	509910			4,265	Transportation - Transfer to Other Funds
28010	20	70010	502780			(4,265)	Transportation - Operating Supplies
51010	01	46010	509910			3,798	Airport - Transfer to Other Funds
51010	01	46010	504580			(3,798)	Airport - Services
53010	08	30020	509910			6,948	Clean Water Services - Transfer to Other Funds
53010	08	30020	502780			(6,948)	Clean Water Services - Operating Supplies
57010	16	25010	509910			626	Golf - Transfer to Other Funds
57010	16	25010	502780			(626)	Golf - Operating Supplies
55010	08	36030	509910			1,662	Solid Waste - Transfer to Other Funds
55010	08	36030	502780			(1,662)	Solid Waste - Operating Supplies
60210	09	14240	509910			70	Print Shop - Transfer to Other Funds
60210	09	14240	501260			(70)	Print Shop - Operating Supplies
60420	22	13100	509910			235	Self Insurance - Transfer to Other Funds
60420	22	13100	501260			(235)	Self Insurance - Operating Supplies
60110	20	79020	509910			626	Service Center - Transfer to Other Funds
60110	20	79020	502780			(626)	Service Center - Operating Supplies
Net Expenditure Adjustment						\$ 0	

Fund Balance Appropriation:

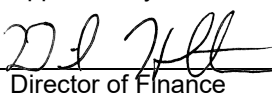
Fund	Title	Amount

Explanation: To amend the FY2020-2021 budget and appropriate funds from City departments for cost sharing of the addition of one full time equivalent position for the Director of Diversity and Inclusion.

Requested By:

 9/1/20
Department Head Date

Approved By:

 9/1/20
Director of Finance Date

Authorization:

Council Bill No. 2020-211
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 09-01-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 212

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 74, 'Nuisance and Housing Code,'
2 Article VII, 'Nuisances,' Division 2, 'Weeds and other rank vegetation,'
3 Section 74-404, 'Permitting growth of weeds over seven inches in height,'
4 by adding a minimum fine for repeated violations.
5 _____
6

7 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
8 MISSOURI, as follows, that:
9

10 NOTE: Underlined language is to be added. Language to be removed is ~~stricken~~.
11

12 Section 1 – The Springfield City Code, Chapter 74, 'Nuisance and Housing
13 Code,' Article VII, 'Nuisances,' Division 2, 'Weeds and other rank vegetation,' Section
14 74-404, 'Permitting growth of weeds over seven inches in height,' is hereby amended as
15 follows:
16

17 Sec. 74-404. - Permitting growth of weeds over seven inches in height.
18

19 It shall be unlawful for the owner, lessee or agent in control of any lot or
20 piece of land within the city to allow weeds, brush or rank vegetation to attain a
21 height greater than seven inches on such land or lot. Any person violating this
22 section shall be punished as provided by section 1-7. Any person who has
23 violated the provisions of this section three times in a calendar year at the same
24 lot or piece of land shall be fined an amount equal to \$350 minus the amount of
25 current court costs so that the fine plus court costs equals \$350 for the third
26 offense at the same lot or piece of land for that calendar year and an amount
27 equal to \$450 minus the amount of current court costs so that the fine plus court
28 costs equals \$450 for the fourth and subsequent offenses at the same lot or
29 piece of land for the calendar year, and such fine shall not be suspended nor
30 shall the sentencing judge suspend the imposition of sentence for such person.
31

32 Section 2 – Severability Clause. If any section, subsection, sentence, clause or
33 phrase of this Ordinance is for any reason held to be invalid or unenforceable, to the

34 extent the remainder of this Ordinance can be validly and reasonably interpreted and
35 enforced, such decision shall not affect the validity of the remaining portions of this
36 ordinance.

37
38 Section 3 – This Ordinance shall be in full force and effect from and after
39 passage.

40
41 Passed at meeting: _____

42
43 _____
44 Mayor

45
46 Attest: _____, City Clerk

47
48 Filed as Ordinance: _____

49
50 Approved as to form: Rhonda Lewsader, City Attorney

51
52
53 Approved for Council action: Juan A. Hays, City Manager
54

EXPLANATION TO COUNCIL BILL 2020-212

FILED: 09-01-20

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code, Chapter 74, 'Nuisance and Housing Code,' Article VII, 'Nuisances,' Division 2, 'Weeds and other rank vegetation,' Section 74-404, 'Permitting growth of weeds over seven inches in height,' by adding a minimum fine for repeated violations.

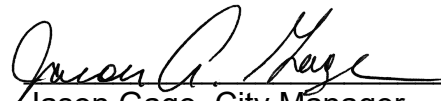
BACKGROUND INFORMATION: Mayor Pro Tempore Ferguson requested that staff draft this Council bill. This Ordinance would set mandatory fine amounts for persons who permit the growth of weeds over seven inches in height three or more times for the same piece of property in the same calendar year.

Senate Bill 572, as codified in RSMo Sec. 479.353, capped the amount of fines plus court costs for this type of offense at \$350 for the third offense in the same calendar year and at \$450 for the fourth offense in the same calendar year. To comply with the restrictions of Senate Bill 572, this Ordinance sets the fine amount at \$350 minus current court costs for a third offense in the same calendar year and at \$450 minus current court costs for the fourth and subsequent offenses in the same calendar year. This revision would not allow a judge to suspend imposition of sentence or to suspend execution of the fine for third and subsequent violations.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

36 Filed as Resolution _____

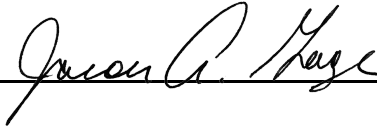
37

38

39 Approved as to form: , Assistant City Attorney

40

41

42 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-214

FILED: 09-15-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Adopting a Resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of \$100,000 for stormwater improvements along Delaware Avenue between Talmage Street and North Street (Zone 2).

BACKGROUND INFORMATION: The project was generated by service requests for flooding due to stormwater runoff overtopping the ditch along the east side of Delaware Avenue and flooding private properties. The project is anticipated to extend concrete curb and gutter, along Delaware Avenue, from where it currently ends just south of Talmage Street, to the curb and gutter on the south side of North Street (see "Exhibit A"). These improvements will better contain the runoff within the right of way and reduce flooding to surrounding properties. The estimated total cost of the project is \$100,000.

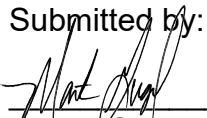
Zone 2 Councilmember Abe McGull has indicated support for funding this project from the Minor Neighborhood Improvement Program (Zone 2 Pothole Funds). The current balance of the Zone 2 account is \$381,479. If this project is approved for Zone 2 funding, the revised Zone 2 account balance will be \$281,479, and it would be the first project approved during Fiscal Year 2021 for funding from the Pothole Funds.

Supports the following City Council Priorities:

- Promote Quality of Place

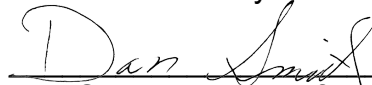
REMARKS: Public Works recommends approval of this Council Resolution.

Submitted by:



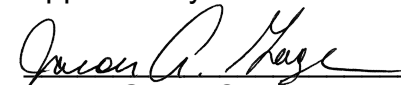
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:

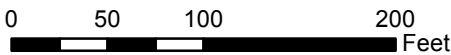


Jason Gage, City Manager

Exhibit A



City of Springfield, Missouri



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

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 09-15-20

Sponsored by: Ferguson

First Reading:

Second Reading:

COUNCIL BILL 2020- 215

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to utilize Coronavirus Aid, Relief,
2 and Economic Security Act funding made available by the Missouri
3 Department of Higher Education and Workforce Development in the
4 amount of \$458,000.00, to fund job training for adult and dislocated
5 workers; and declaring that this bill qualifies for approval in one
6 reading.
7 _____
8

9 WHEREAS, the City has the opportunity, through its Department of Workforce
10 Development, to utilize \$458,000.00 in Coronavirus Aid, Relief, and Economic Security
11 Act ("CARES Act") funding made available by the Missouri Department of Higher
12 Education and Workforce Development ("OWD") to provide job training for adult and
13 dislocated workers; and
14

15 WHEREAS, the City shall ensure participants are eligible, and the OWD shall be
16 billed directly for the training, which must start by October 31, 2020.
17

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

21 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
22 an agreement regarding utilization of CARES Act funding in the amount of \$458,000.00
23 from the Missouri Department of Higher Education and Workforce Development for job
24 training, for use by the City's Department of Workforce Development, and to do all
25 things necessary to carry out the agreement, attached hereto and incorporated herein
26 by reference as "Exhibit A."
27

28 Section 2 – City Council hereby finds and declares this Ordinance relates to
29 grant monies from a state or federal agency, and, pursuant to Section 2.16(25) of the
30 City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance
31 shall be in full force and effect from and after passage.
32

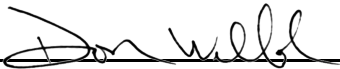
33 Passed at meeting:

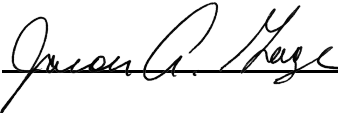
34
35
36
37
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39
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41
42
43
44
45
46

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- 215

FILED: 09-15-20

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to utilize Coronavirus Aid, Relief, and Economic Security Act grant funding made available by the Missouri Department of Higher Education and Workforce Development in the amount of \$458,000.00, to fund job training for adult and dislocated workers; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION:

As of July 1, 2020, \$6.7 million dollars became available to fund training for Adults and Dislocated Workers from the Department of Higher Education and Workforce Development. The Ozark Region Workforce Development Board was allotted \$458,000 for this initiative. The City of Springfield Department of Workforce Development would provide the training to the Adult and Dislocated Workers. Funds are for short-term training that must start by October 31, 2020. Short term training is a priority; however, the customer may have a need for longer training. The Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") can pay for the first part of training and Workforce Innovation and Opportunity Act ("WIOA") local funds would be responsible for the remainder. Participants receiving the CARES Act funding must be co-enrolled into WIOA and must follow WIOA training policies. WIOA Formula Staffing dollars are used to support this initiative.

The maximum amount of funding per participant is \$4,000.

The Department of Higher Education and Workforce Development will be directly handling the funding portion of this CARES Act grant. While the City of Springfield will approve training invoices, those invoices would then be emailed to dhewd.caresact.training@dhewd.mo.gov for payment. See Exhibit A for further explanation.

REMARKS:

Period of performance for this funding is from July 1, 2020, through October 31, 2020.

Submitted by:


Sally Payne,
Interim Director of Workforce Development

Approved by:

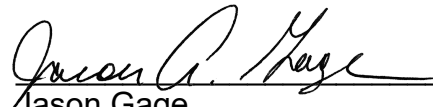

Jason Gage,
City Manager

Exhibit A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HIGHER EDUCATION AND WORKFORCE DEVELOPMENT, OFFICE OF
WORKFORCE DEVELOPMENT
AND
THE CITY OF SPRINGFIELD DEPARTMENT OF WORKFORCE DEVELOPMENT**

PURPOSE OF THIS AGREEMENT: This Memorandum of Understanding (the "Agreement") is entered into between the Office of Workforce Development ("OWD") and the City of Springfield Department of Workforce Development to define roles and responsibilities for providing training for Workforce Innovation and Opportunity Act (WIOA) eligible Adult and/or Dislocated Workers from Coronavirus Aid, Relief, and Economic Security ("CARES") Act funding.

AGREEMENT TIME FRAME: The period for this Agreement shall be July 1, 2020, through October 31, 2020.

REVISION PROCESS: This Agreement may be revised at anytime during the period of the Agreement by mutual, written agreement of the parties in the form of a written amendment.

MUTUAL AGREEMENTS AND UNDERSTANDINGS OF THE PARTIES:

1. OWD is making four hundred fifty-eight thousand dollars and zero cents (\$458,000.00) of CARES Act funding available to all Missouri Workforce Development Boards to provide training to eligible WIOA Adults and/or Dislocated Workers that have been affected by COVID-19. The maximum amount per enrollee is four thousand dollars and zero cents (\$4,000.00).
2. The City of Springfield Department of Workforce Development shall ensure all participants will be WIOA eligible and co-enrolled in CARES Act and WIOA. The participant will be entered in the State's electronic case management system.
3. The Missouri Workforce Development Board will approve all training provider invoices to ensure the participant is eligible for the training program and the training provider is invoicing the correct amount. The invoices must be billable to the Department of Higher Education and Workforce Development and include the following:
 - Participant Name
 - Date of Training
 - Amount

The invoices must be sent to dhewd.caresact.training@dhewd.mo.gov.

4. The City of Springfield Department of Workforce Development must ensure the training provider and training program is registered with OWD's Eligible Training Provider System.
5. The City of Springfield Department of Workforce Development will be responsible for any payments made that were not eligible for WIOA services or correctly entered into the case management system.

6. The City of Springfield Department of Workforce Development must comply with any requests made by OWD within ten (10) business days.

LIABILITY: No employee or officer, individually or collectively, of any party incurs or assumes any individual or personal liability for the execution of this Agreement or by reason of the default of the performance of any of the terms hereof.

TERMINATION: This Agreement may be terminated at any time during the period of the Agreement, with or without cause, by any party without notice.

EXECUTION: This Agreement shall become effective upon signature of the final party.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Missouri and venue shall be exclusive in the state courts of Missouri.

For Office of Workforce Development:

Signature

Date:

Mardy Leathers, DMgt
Director

City of Springfield Department of Workforce Development:

Signature

Date:

Name _____

Title _____

Section 2 – The budget of the City’s Department of Workforce Development, for Fiscal Year 2020-2021, is hereby amended in the accounts and in the amounts as

34 shown on Budget Adjustment No. 012 , a copy of which is attached hereto and
35 incorporated herein by reference as "Exhibit B."

36
37 Section 3 – City Council finds that the budget adjustment made above has been
38 recommended by the City Manager.

39
40 Section 4 – The City Manager is directed to cause the appropriate accounting
41 entries to be made in the books and records of the City. In the event additional funding
42 is provided under this grant by the grantor, the Director of Finance is hereby authorized
43 to adjust this appropriation by an amount not to exceed 20 percent.

44
45 Section 5 – City Council hereby finds and declares that this Ordinance authorizes
46 the acceptance of grant funds from the State of Missouri and may be passed as a one-
47 reading Ordinance under City Charter Section 2.16(25). This Ordinance shall be in full
48 force and effect from and after passage.

49
50 Passed at meeting: _____

51
52 _____
53 Mayor

54
55 Attest: _____, City Clerk

56
57 Filed as Ordinance: _____

58
59 Approved as to form: Don Willbl, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020-216

FILED: 09-15-20

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to accept Workforce Innovation and Opportunity Act Dislocated Worker Individual Training Account Work-based Learning grant funding in the amount of \$100,000.00, to be used for training eligible Dislocated Workers and to enter into necessary agreements to carry out the grant; amending the budget for the Department of Workforce Development for Fiscal Year 2020-2021 in the amount of \$100,000.00; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION:

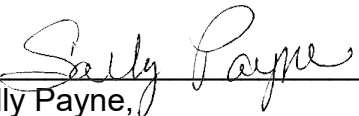
The City of Springfield's Department of Workforce Development, on behalf of the Ozark Region Workforce Development Board, is requesting to accept \$100,000.00 in Workforce Innovation and Opportunity Act ("WIOA") Dislocated Worker Individual Training Account Work-based Learning grant funding allocated by United States Department of Labor through the Missouri Department of Higher Education and Workforce Development to be used for the training of up to 17 Dislocated and Incumbent Workers.

On June 29, 2020, City Council approved \$100,000.00, in similar Dislocated Worker funding that is already fully expended.

REMARKS:

This \$100,000.00 in Dislocated Worker funding has a performance date deadline of December 31, 2020.

Submitted by:


Sally Payne,
Interim Director of Workforce Development

Approved by:

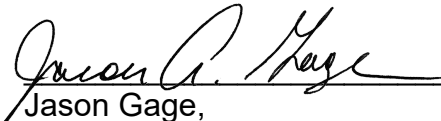

Jason Gage,
City Manager

Exhibit A

Missouri Department of Higher Education and Workforce Development

Notice Of Obligation

SUB AWARD NUMBER: 10-08-08-19

SUB AWARD
MODIFICATION
NO. 0

FEDERAL AWARDING AGENCY: U.S. DEPARTMENT OF LABOR

GRANT NUMBER: AA-33239-19-55-A-29

PROJECT:

ITA WORKBASE LEARNING

PERIOD OF PERFORMANCE

Start Date

06/01/2020

End Date

12/31/2020

Page 1

FEDERAL AWARD
DATE: 10/01/2019TOTAL AWARD
AMOUNT: \$100,000.00

R & D

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☐

SUBRECIPIENT ID: 006852255

SUBRECIPIENT:

CITY OF SPRINGFIELD DEPARTMENT OF FINANCE
2900 EAST SUNSHINE
SPRINGFIELD, MO 65804

ISSUED BY:

MISSOURI DEPARTMENT OF HIGHER EDUCATION AND
WORKFORCE DEVELOPMENT
301 WEST HIGH STREET, SUITE 870
P.O. BOX 1087
JEFFERSON CITY, MISSOURI 65102-1087**DESCRIPTION**

Must comply with the PY19 Workforce Innovation and Opportunity Act (WIOA) Annual Agreement.
 Must comply with WIOA rules and regulations and all applicable state and federal rules and regulations.
 Must comply with the project scope of work.
 Must comply with 2 CFR Part 200 and 2 CFR Part 2900

ACTION

To award funds for the period of June 1, 2020 to December 31, 2020.

YEAR	CFDA	PROGRAM ACCOUNT ID	AVAILABLE DATE	CURRENT LEVEL	MODIFICATION LEVEL	NEW LEVEL
FY20	17.278	WIOA DISLOCATED WORKER FORMULA GRANTS	06/01/2020	\$0.00	\$100,000.00	\$100,000.00

TOTAL FUND AVAILABILITY

	CURRENT LEVEL TOTAL	MODIFICATION LEVEL TOTAL	NEW LEVEL TOTAL
PROJECT CODE: 772	\$0.00	\$100,000.00	\$100,000.00

Except as modified, all terms and conditions of said sub award/agreement remain unchanged and in full effect.



Mardy Leathers

Date Signed
07/13/2020

SCOPE OF WORK
CITY OF SPRINGFIELD DEPARTMENT OF WORKFORCE DEVELOPMENT ON BEHALF
OF THE OZARK WORKFORCE DEVELOPMENT BOARD OF SPRINGFIELD
ITA AND WORK-BASED LEARNING
JUNE 1, 2020 THROUGH DECEMBER 31, 2020

The Office of Workforce Development (OWD) of the Department of Higher Education and Workforce Development (DHEWD) is making one hundred thousand dollars and zero cents (\$100,000.00) of Workforce Innovation and Opportunity Act (WIOA) discretionary funds available to the City of Springfield Department of Workforce Development on behalf of the Ozark Workforce Development Board of Springfield.

For the purposes of this Scope of Work, the City of Springfield Department of Workforce Development on behalf of the Ozark Workforce Development Board of Springfield shall be the Subrecipient and Individual Training Accounts (ITA) and Work-based Learning shall be the Project. The Scope of Work serves to identify the responsibilities of the Subrecipient to receive funds through OWD.

1. No funds from this Project shall be expended before June 1, 2020 or after December 31, 2020, without prior written approval from OWD.
2. The Subrecipient must adhere to the funding request (Attachment 2) approved by OWD.
3. The Subrecipient must not change or modify the Project proposal, Scope of Work, or budget (Attachment 1) without the prior written approval from OWD. Any budget or program adjustment modification must be submitted to and approved by OWD in writing.
4. Expenditures reported must not exceed the budget line items by greater than ten percent (10%) of the total budget. Line item transfers shall require advanced approval from OWD. Failure to comply may result in disallowances.
5. Subrecipient staff shall maintain the appropriate documentation to verify participant funding eligibility and provide to OWD upon request. This documentation must be maintained for a period of no less than three (3) years after the participant exits the program or three (3) years after the final expenditure report, whichever is later. Please refer to the current OWD records retention policy.
6. These funds are exclusively for Dislocated Worker participants who will be enrolled in the Project. Standard rules and policies regarding Wagner-Peyser and WIOA Dislocated Worker eligibility, registration and documentation apply for the use of these funds.
7. The Subrecipient shall utilize these funds for at least seventeen (17) eligible Dislocated Worker's ITA and/or Incumbent Workers. Project participants will encompass individuals referenced in WIOA regulations.
8. The Subrecipient must establish a process that allows for reimbursement for budgetary expenses and directs payment upon that agreed process.

9. Project participants must participate in the local WIOA Dislocated Worker Program. These services must be documented in the case management system at the time they were provided.
10. The Subrecipient must maintain contact with the participant to monitor progress, and to remain up-to-date with participant skill develop and commitment at the work place, and to provide the required support for success.
11. Participants who are determined unable to complete the program or have not located employment once the program is completed will be referred to the closest Job Center for access to and evaluation for other workforce system services.
12. The Subrecipient is required to receive access and training to enter required documentation into OWD's electronic case management system. This will include:
 - a. Participant eligibility (on or before training begins);
 - b. Individual services received;
 - c. Credentials, as applicable;
 - d. Service Outcomes;
 - e. Entered Employment Information; and
 - f. Case Notes.
13. The Subrecipient must follow up with Project participants, at minimum, on a monthly basis and in accordance with the OWD Statewide Case Note Policy to ensure they are following through with their program activities.
14. The Subrecipient must follow up with the participant for up to one year after the participant exits the program, regardless of the Project end date, in order to report retention requirements for performance.
15. The Subrecipient must be prepared for and comply with compliance monitoring initiated at the local, state or Federal level to ensure the project objectives outlined in this Scope of Work are met.
16. For questions regarding the project, contact Steven Samuels, OWD Central Office, at Steven.Samuels@dhewd.mo.gov or by mail to:

Office of Workforce Development (OWD)
Steven Samuels
P.O. Box 1087
Jefferson City, MO 65102-1087
17. For current OWD policies go to: <https://jobs.mo.gov/dwdissuances>.
18. The Subrecipient must comply with the Annual Agreement in regards to payment and reporting requirements. Contact the [DHEWD Financial Help Desk](#) to request access to the DHEWD's Financial Reporting System (FRS). **All expenditures must be reported on an accrual basis.**
19. Subrecipient Contact Information:

Sally Payne
City of Springfield Department of Workforce Development on behalf of the Ozark
Workforce Development Board of Springfield
2900 East Sunshine
Springfield, MO 65804
(417) 887-4343

20. Attachment(s):

- 1 - Budget
- 2 – Funding Request

Region:	Budget	Narrative	Attachment 1
Administrative Costs:			
Admin	\$ -		
Admintrative Costs Subtotal:	\$ -		
Program Costs:			
Salary/Fringe	\$ -		
Individual Training Account	\$ 100,000	\$95,000 allotted for DW and \$5,000 for the Incumbent Worker portion of DW. This WIOA funding would serve 17 people at an average of \$5,500.00 per person and one business.	
On-the-Job Training	\$ -		
Incumbent Worker Training	\$ -		
Work Experience	\$ -		
Supportive Services	\$ -		
Contractual	\$ -		
Office Supplies	\$ -		
Program Costs Subtotal:	\$ 100,000		
Total Budget:	\$ 100,000		



June 3, 2020

Mardy L. Leathers, DMgt
MO Division of Workforce Development
P. O. Box 1087
Jefferson City, MO 65102-1087

Dear Dr. Leathers:

The Ozark Region is eagerly, but cautiously, preparing to open our doors to the public. Due to the current local economic situation, we foresee and expect a much larger than usual influx in Dislocated Worker traffic. As of June 30th, we will have expended 100% of our Dislocated Worker funding for FY' 20. This letter is to request, on behalf of the Ozark Region City of Springfield, Department of Workforce Development, \$100,000 in WIOA funding for Dislocated Workers. \$95,000 would be allotted for Dislocated worker, and \$5,000 would be used for the Incumbent Worker portion of Dislocated Worker. This WIOA funding would serve 17 people at an average of \$5,500.00 per person and one business. The funding would continue to support them through December 31, 2020.

We appreciate the teamwork and resilience that our State, City, and Counties have cooperatively demonstrated though these unprecedented times. Thank you for your time and consideration; we look forward to hearing from you soon.

Sincerely,

Sally Payne, Interim Director
Department of Workforce Development

c: Don Willoh, Tracy Polk, Toby Stevenson

Missouri Job Center
2900 East Sunshine, Springfield, MO 65804

Phone: 417-887-4343

Fax: 417-887-1892

The Ozark Region Missouri Career Center is an equal opportunity employer/program. Auxiliary aides and services are available upon request to individuals with disabilities. Mo TTY users may call 800-735-2966 or contact Missouri Relay at 7-1-1.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
012

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24100	21	28210	416010	000000	00000	\$ 100,000	Federal Grant -WIOA Dislocated Worker program
Net Revenue Adjustment						\$ 100,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24100	21	28210	505690	000000	00000	\$ 95,000	Tuition Assistance
24100	21	28210	502250	000000	00000	\$ 5,000	On the Job Training
Net Expenditure Adjustment						\$ 100,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-2021 budget and appropriate funds from the United States Department of Labor through the Missouri Department of Higher Education and Workforce Development for training of dislocated and incumbent workers as part of the Individual Training Accounts (ITA) and work-based learning project.

Requested By:

Sally Payne 9/15/20
Department Head Date

Approved By:

D.J. Hill 9/15/20
Director of Finance Date

Authorization:

Council Bill No. 2020-216
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 09-15-20

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 217

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts
3 and council zones;' for the purpose of annexing 45 acres of private
4 property into the City of Springfield, Missouri, generally located at 6177
5 South Farm Road 189 and referenced as Annexation A-4-2020. (Staff
6 recommends approval.)
7 _____
8

9 WHEREAS, a verified petition requesting annexation was filed by the owners of
10 all fee interests of record in all tracts of real property located within the area proposed to
11 be annexed, as described in "Exhibit A," said area being generally located at 6177
12 South Farm Road 189; and
13

14 WHEREAS, said petition was presented to City Council more than fourteen, but
15 less than sixty days prior to the public hearing thereon; and
16

17 WHEREAS, proper notice was published at least seven days prior to the public
18 hearing; and
19

20 WHEREAS, City Council does find and determine that: (1) said annexation is
21 reasonable and necessary to the proper development of the City; (2) the City is able to
22 furnish normal municipal services to the area annexed herein with a reasonable time
23 after annexation; and (3) the area annexed herein is contiguous and compact to the
24 existing corporate boundaries of the City.
25

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

29 Section 1 – City Council, after holding a public hearing, hereby determines that
30 the annexation of the property described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, is reasonable and necessary to the proper
32 development of the City, the City has the ability to furnish normal municipal services to
33 the area annexed within a reasonable time, and that the area is contiguous and
34 compact to the existing boundaries of the City.

35
36 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
37 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.
38

39 Section 3 – Section 1-9, 'City Limits,' is hereby amended by adding thereto the
40 land described in "Exhibit A."
41

42 Section 4 – Section 46-1, 'Boundaries of wards, precincts and council zones,' is
43 hereby amended by placing the property described on "Exhibit A" into the appropriate
44 ward and precinct as determined by the County Clerk in accordance with the provisions
45 of State law.
46

47 Section 5 – The City Clerk is directed to: (1) file certified copies of this
48 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
49 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
50 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
51 any other information that the Director of Revenue may require. The City Clerk is further
52 authorized and empowered to perform any other administrative acts which are
53 consistent with the intent of this Ordinance.
54

55 Section 6 – This Ordinance shall be in full force and effect from and after
56 passage.
57

58 Passed at meeting: _____
59

60
61 _____
62 Mayor

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

67
68 Approved as to form: Kyle Teller, Assistant City Attorney
69

70
71 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020- 217

FILED: 09-15-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: 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 45 acres of private property into the City of Springfield, Missouri, generally located at 6177 South Farm Road 189 and referenced as Annexation A-4-2020. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner of the private property generally located at 6177 South Farm Road 189 is requesting annexation into the City of Springfield. The owner of the property has signed a petition to request annexation into the City of Springfield. The property is within the City of Springfield's Urban Service Area Boundary and is immediately adjacent to the City of Springfield. The applicant intends to develop a single-family and patio home subdivision. The property is currently undeveloped and used for agricultural purposes.

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

REMARKS:

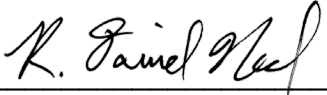
The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.
4. The property owner has petitioned the City for annexation.
5. The City will receive property tax revenue upon annexation of this property.

Staff recommends the annexation of this private property.

Submitted by:



R. Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department and Agency Review

Attachment 2, Annexation Schedule

Exhibit A

LEGAL DESCRIPTION
ANNEXATION A-4-2020

A TRACT OF LAND LOCATED IN SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, ALL BEING IN GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION TWENTY-SEVEN (27); THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE1/4), NORTH 88°29'28" WEST A DISTANCE OF 1322.94 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID NORTHEAST QUARTER (NE1/4), NORTH 00°13'56" EAST A DISTANCE OF 1324.19 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID NORTHEAST QUARTER (NE1/4), NORTH 00°12'37" EAST A DISTANCE OF 164.95 FEET TO AN IRON PIN SET FOR CORNER; THENCE SOUTH 88°27'31" EAST A DISTANCE OF 1320.96 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID NORTHEAST QUARTER (NE1/4), SOUTH 00°06'09" WEST A DISTANCE OF 164.96 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4), SOUTH 00°09'33" WEST A DISTANCE OF 1323.48 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI. EXCEPT ANY PART THEREOF TAKEN OR USED FOR FARM ROAD 189 RIGHT OF WAY.

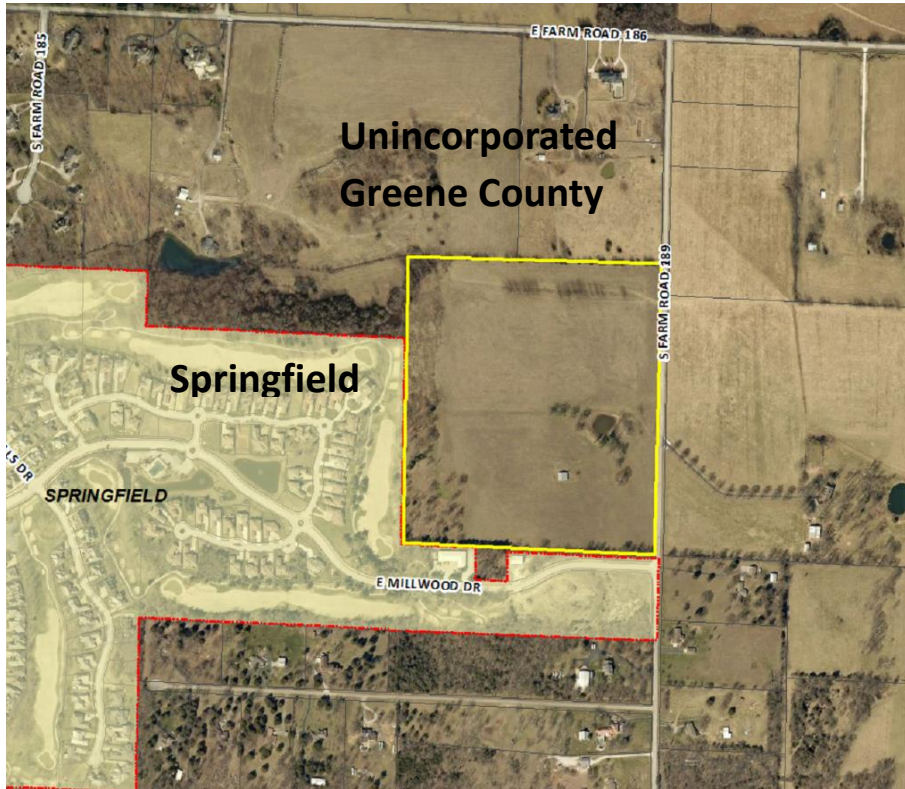
Exhibit B

Development Review Staff Report



CITY COUNCIL PUBLIC HEARING:

SEPTEMBER 8, 2020



CASE NUMBER:

Annexation A-4-2020

LOCATION:

6177 South Farm Road 189

ACRES:

Approximately 45 acres

EXISTING LAND USE:

Vacant/undeveloped, agricultural land

APPLICANT:

Frank and Kimberly Steed

STAFF:

Daniel Neal, Senior Planner
864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve the request to annex the subject property into the City of Springfield as submitted in the staff report

SUMMARY OF REQUEST:

Request to annex approximately 45 acres of private property into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because this annexation will enhance government efficiencies through a rational and simplified city boundary.
4. The City will receive property tax revenue upon annexation of this property.

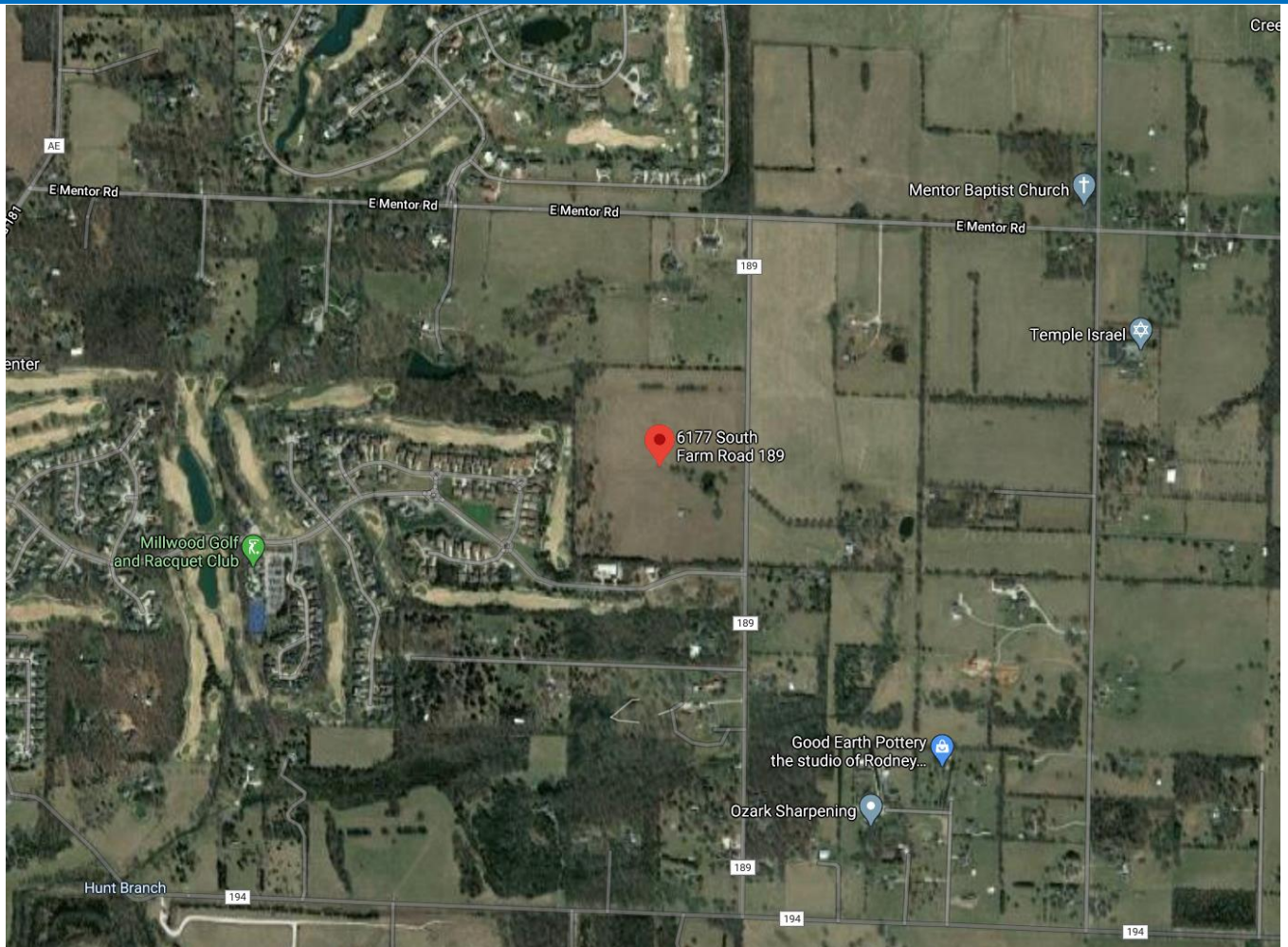
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1	County A-1 and PAD 1033	County A-1	County A-1 and PAD 1033
LAND USE	Single-family and agricultural uses	Cemetery and golf course uses	Single-family and agricultural uses	Single-family, golf course and agricultural uses

Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

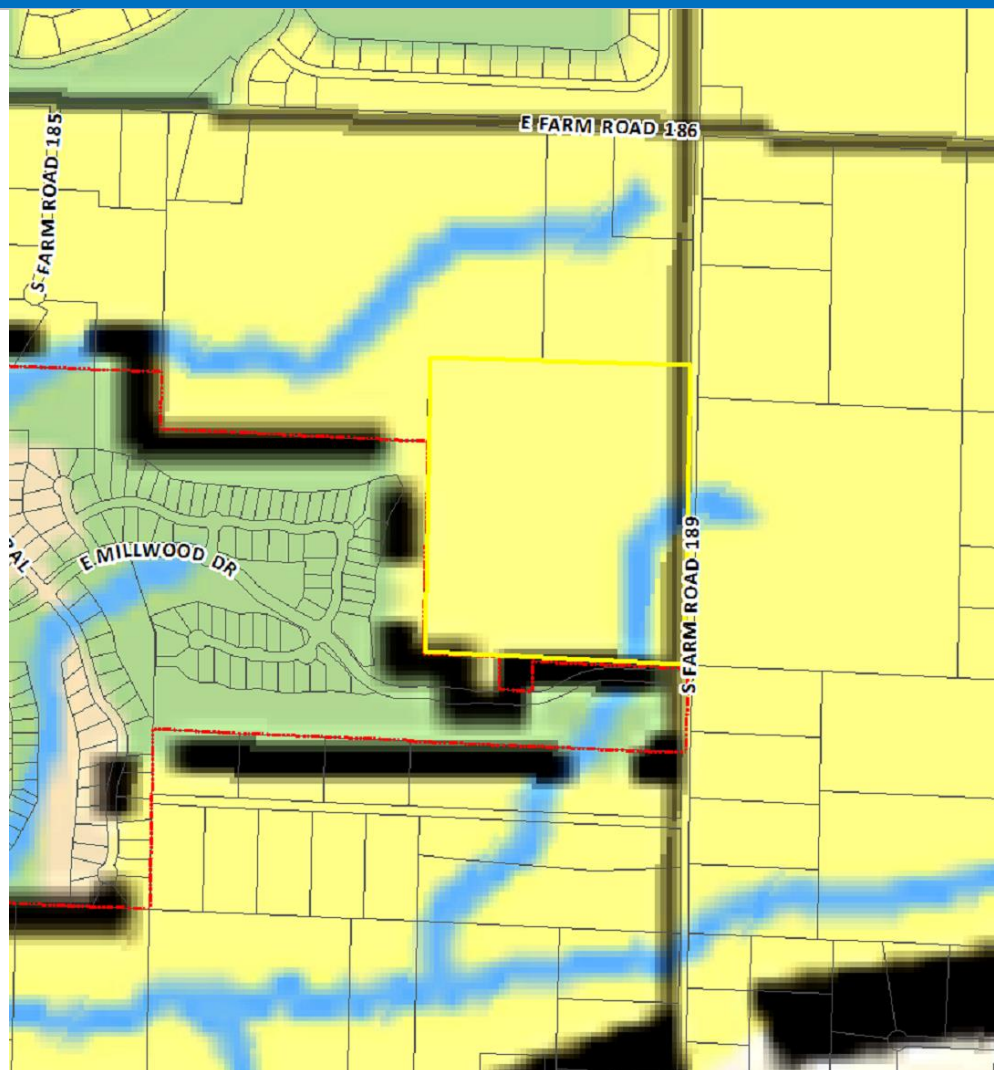


GOOGLE MAPS STREET VIEW:

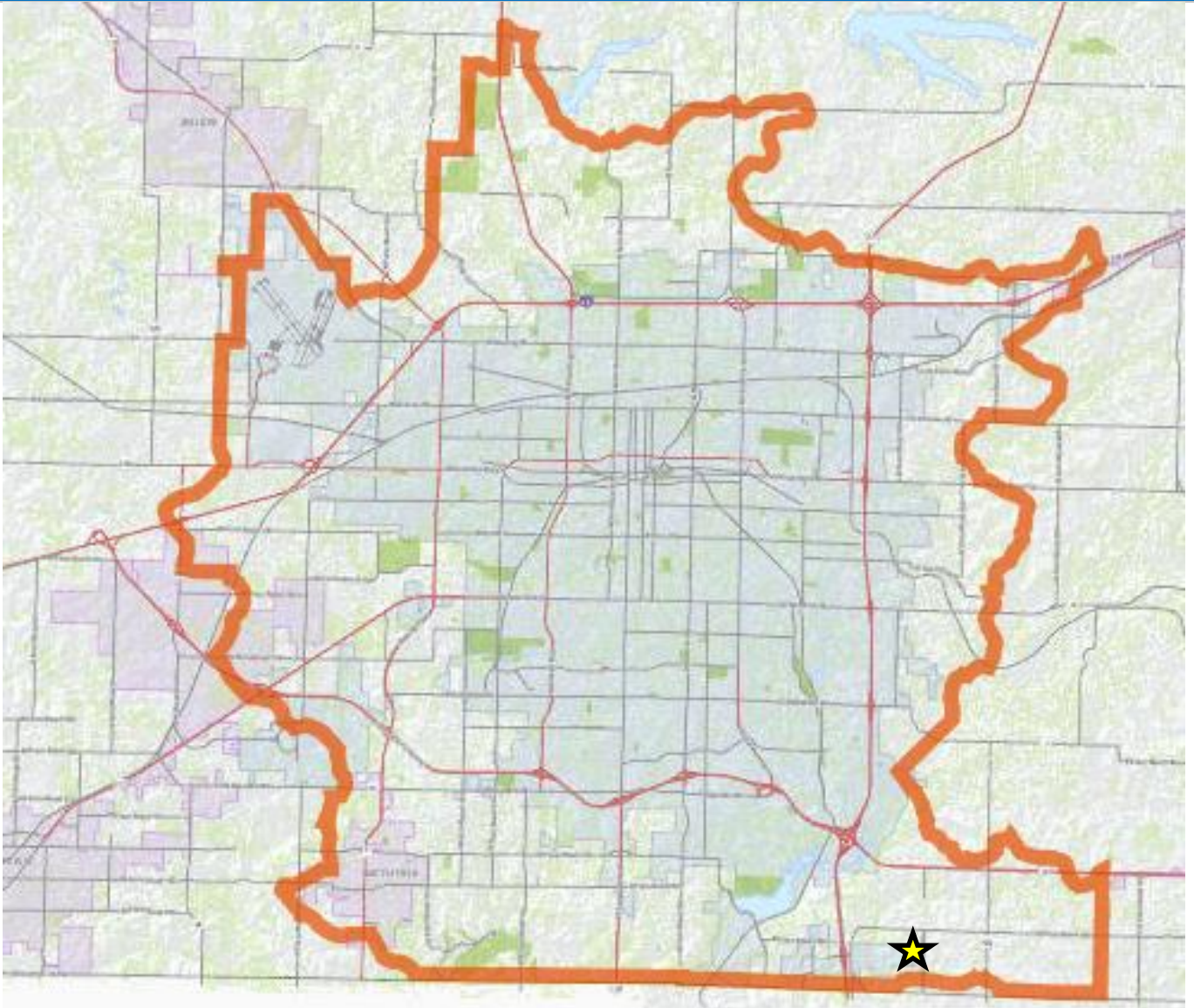


Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



URBAN SERVICE AREA:



Development Review Staff Report



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County R-1, Suburban Residence District.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing. South Farm Road 189 is classified as a secondary arterial roadway.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 45 acres of unincorporated property generally located at 6177 S. Farm Road 189 into the City of Springfield. The rezoning to R-SF and R-TH is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting. The applicant intends to develop a single-family and patio home subdivision. The property is currently undeveloped and used for agricultural purposes.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.
4. The proposed annexation does not contain a floodplain.
5. The proposed annexation does not include public right-of-way.
6. The private property is currently served by the Logan-Rogersville Fire Protection District.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

The public notice for annexation was advertised in the Daily Events at least 15 days prior to the public hearing. For the rezoning, the property was posted by the applicant at least 10 days prior to the public hearing. For the rezoning, public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet: Mailed: 5 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

AT&T has no objections to the annexation. Just a note for prelim/final plat: add 10 utility easements along the front and rear of all lots for placement of AT&T facilities.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with proposed annexation. Electric is available along 189. Gas/Water can be extended into the subdivision from Millwood Dr along the new proposed street access. Typical utility easements will be needed along all streets. CU may participate in portion of Gas/Water extensions for future tie-ins along 189.

CLEAN WATER SERVICES COMMENTS:

No objections to annexation. Public Sewer is required both on and offsite and is currently in design and R/W acquisition. Environmental Services has entered into a developer agreement for a cost share for the offsite sanitary sewer.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

No significant economic impact is anticipated with this request; however, additional property tax will be collected if property is rezoned and developed as proposed.

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #11 located at 4940 S Fremont, which is approximately 4.8 miles from the southeast corner of the property. Fire Station #10 located at 2245 E Galloway is the secondary responding station, 6.0 miles from the southeast corner of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by more than 2.85 miles for the 1st due unit. ***This will negatively impact our ISO rating.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 to 55 miles per hour by the fire apparatus depending upon the response route. The 1st due company has an estimated total response time of 8 minutes, 44 seconds. The 2nd due company has an estimated total response time of 8 minutes, 13 seconds. The standard of coverage benchmark could not be met for single company responses and it is improbable the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to

Development Review Staff Report



arrive on scene within 11 minutes and 24 seconds. *The department will not be able to meet the initial unit baseline and benchmark and will not meet the baseline or benchmark for the effective response force. This could impact our accreditation negatively.*

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 11	8-9 minutes	minutes 20 seconds	minutes 13 seconds
Effective Response Force	Stations 1, 6, 9, 10, 11, and 12	17-18 minutes	minutes 20 seconds	minutes 18 seconds

- Water Supply** – Currently there is no water supply to service the proposed area to be annexed. The nearest hydrant is 1,320 feet from the southeast corner of the proposed area to be annexed. *An approved water supply capable of supplying the required fire flow sufficient for fire protection shall be required, as will the addition of fire hydrants appropriate to the development.*
- Impact** - Based upon call volume of a nearby Fire Reporting District for the past 5 years and assuming residential development, there is estimated to be 6 incidents annually in the proposed annexation area. *The impact from additional demand for service is anticipated to be minimal due to the low frequency of events.*

Fire Department Recommendation: *The area of proposed annexation exceeds the baseline and benchmark performance objectives of the Fire Department and will result in extended travel and total response time for emergency response. However, the Fire Department supports this request for annexation due to low call frequency and probability, and, the projected development of low risk residential occupancies to include the addition of required infrastructure for fire protection.*

GREENE COUNTY HIGHWAY DEPARTMENT COMMENTS:

The Greene County Highway Department supports the proposed annexation A-4-2020. It should be noted any work done on the right of way requires a permit from the Greene County Highway Department.

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with this annexation. South Farm Road 189 is not being annexed.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Millwood Drive as a Collector roadway and S. Farm Road 189 as a Secondary Arterial roadway. The standard right-of-way width for E. Millwood Drive is 30-feet from the centerline and S. Farm Road 189 is 35-feet from the centerline. It appears no additional right-of-way is needed along E. Millwood Drive. S. Farm Road 189 is under jurisdiction of Greene County. They are not requiring additional right of way. A survey is recommended to determine the exact amount of existing right-of-way. E. Millwood Drive is a city-maintained street and S. Farm Road 189 is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for E. Millwood Drive or S. Farm Road 189. On-street parking is not allowed along E. Millwood Drive or S. Farm Road 189.

DRIVEWAY ACCESS

Development Review Staff Report



There are currently no driveway access points onto the property from E. Millwood Drive or S. Farm Road 189. Access to this property will be allowed from E. Millwood Drive based on existing City of Springfield standards for a Collector. Access to this property from S. Farm Road 189 must be approved and permitted by Greene County.

SIDEWALK

There is existing sidewalk along the property frontage of E. Millwood Drive. Sidewalk does not exist along the property frontage of S. Farm Road 189 and is not required by the county.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along E. Millwood Drive or S. Farm Road 189. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in zoning did not generate an additional 1,000 vehicles per day or 100 vehicles in the a.m. or p.m. peak periods.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Millwood Drive	Collector	No	45	30
Street 2	S. Farm Road 189	Secondary Arterial	No	20	35
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		154	193	1,848	
*Proposed Trips Generated		154	193	1,848	
Additional Trips Generated		0	0	0	

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the Farmers Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed, and detention is required. Water quality will be required if disturbing more than one acre. The property is located in a stream buffer area.

Please note that development of the property will be subject to the following conditions at the time of development:

Development Review Staff Report



1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 1 acre or greater, water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Farmers Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

Development Review Staff Report



ANNEXATION SCHEDULE:

ATTACHMENT 2 ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....August 10, 2020
City Council public hearing September 8, 2020
City Council second reading and vote September 21, 2020

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 09-15-20

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020 - 218

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 38 acres of
3 property generally located at 6177 South Farm Road 189 from County R-
4 1, Suburban Residence District to R-SF Single-Family Residential District;
5 and adopting an updated Official Zoning Map. (Staff and Planning and
6 Zoning Commission both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 6177 South Farm Road 189, and more fully described in "Exhibit
11 A," from County R-1, Suburban Residence District to R-SF Single-Family Residential
12 District; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on September 10, 2020, a copy of the Record of
16 Proceedings from said public hearing being attached hereto and incorporated herein by
17 this reference as "Exhibit B," and said Commission made its recommendation; and
18

19 WHEREAS, the City has reviewed the applicant's request and prepared a staff
20 report concerning the application which is attached hereto and incorporated herein by
21 this reference as "Exhibit C"; and
22

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

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

29 Section 1 – The property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is hereby rezoned from County R-1, Suburban
31 Residence District to R-SF Single-Family Residential District. Springfield Land
32 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
33 hereby amended, changed and modified consistent with this Ordinance.

34
35 Section 2 – City Council hereby directs the City Manager, or designee, to update
36 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
37 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
38 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
39 rules of interpretation.'

40
41 Section 3 – The Official Zoning Map herein adopted shall be maintained and
42 archived in the same digital form in which this Council has approved its adoption.

43
44 Section 4 – This Ordinance shall be in full force and effect from and after
45 passage.

46
47 Passed at meeting: _____

48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54 Filed as Ordinance: _____

55
56 Approved as to form: Kyle J. [Signature], Assistant City Attorney

57
58 Approved for Council action: Jason A. [Signature], City Manager
59
60

EXPLANATION TO COUNCIL BILL 2020 -218

FILED: 09-15-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-17-2020

The applicant is proposing to rezone approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District. This rezoning accompanies an annexation and another rezoning to R-TH which are on the same Council agenda. The applicant intends to develop a single-family and patio home development.

REMARKS:

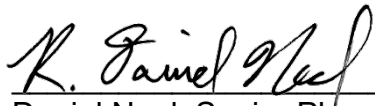
The Planning and Zoning Commission held a public hearing on September 10, 2020, and recommended to approve, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.
2. The *Plan* encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The current County R-1 District is most similar to the City's R-SF District when translating the allowed uses. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance.
4. The application is consistent with the adjacent property within the City (Millwood) that has single-family uses.

Submitted by:



Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Correspondence

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-17-2020**

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 21 WEST, SPRINGFIELD, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE NORTH 87°27'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1322.97 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 01°17'22" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 340.89 FEET;

THENCE SOUTH 88°42'38" EAST, A DISTANCE OF 291.29 FEET;

THENCE NORTH 02°15'07" EAST, A DISTANCE OF 205.97 FEET;

THENCE SOUTH 87°09'15" EAST, A DISTANCE OF 10.25 FEET;

THENCE NORTH 01°17'22" EAST, A DISTANCE OF 625.24 FEET;

THENCE NORTH 87°19'46" WEST, A DISTANCE OF 15.46 FEET;

THENCE NORTH 02°40'14" EAST, A DISTANCE OF 137.55 FEET;

THENCE NORTH 88°42'38" WEST, A DISTANCE OF 292.86 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 01°17'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 14.52 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 01°20'11" EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 164.95 FEET;

THENCE SOUTH 87°25'08" EAST, A DISTANCE OF 1320.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTH 01°09'05" WEST, ALONG SAID EAST LINE, A DISTANCE OF 164.96 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTH 01°12'13" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1323.50 FEET TO THE POINT OF BEGINNING;

EXCEPTING ANY PART THEREOF TAKEN OR USED AS FARM ROAD 189 RIGHT OF WAY.
CONTAINING 1,676,335 SQUARE FEET OR 38.48 ACRES

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-17-2020
Planning and Zoning Commission – September 10, 2020**

Z-17-2020

6177 South Farm Road 189

Applicant: Frank and Kimberly Steed

King Coltrin recused himself.

Mr. Hosmer states that this is a request to rezone approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District. This application is consistent with the Comprehensive Plan, which identifies the property as appropriate for Low Density Housing. The Transportation Plan classifies South Farm Road 189 as a Secondary Arterial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention is not allowed, and detention is required. Annexation is being processed concurrently with the zoning. The current County R-1 District is most like the City's R-SF District when translating the allowed uses. Staff recommends approval.

Melissa Cox asked if this property was being annexed into the City of Springfield.

Bob Hosmer stated that there is a request for annexation and will be presented at the September 21, 2020 City Council meeting.

Mr. Doennig opened the public hearing.

Mr. Chris Wynn, representative to the applicant and noted that the initiate to annex has been previously heard at City Council and noted that this is consistent with Single-Family Residential zoning with 83 residential lots like Millwood and quality. He also believes that this will benefit the Millwood gold course and there will be a bufferyard adjacent to the golf course and the development, however he did note that there have been comments regarding traffic concerns and stating that Hwy 60 is easily accessible.

Mr. Dane Seiler, representative to the applicant and stated the quality of the homes will be compatible with Millwood and noted the neighborhood concerns regarding traffic but said that details are still being worked out.

Donna Cleous, 6139 S. Bluff Ridge Road, voiced her concerns regarding the increased traffic with the goal of not allowing no trucks to utilize the Millwood neighborhood during construction, but stated that Springfield is in need of this type of housing/development and believes it will increase property values.

Ms. Becky Cameron, 6097 South Lookout Ridge, Ozark has been a resident of Millwood for 17 years and questioned the zoning commitment with regards to the Masterplan regarding specific restrictions on new develop to confirm to the surround area. She also noted that the 230 homes as well as the roads have not changed in 30 years and is extremely concerned for the increase of traffic while noting that golf carts and

bikes utilize the are various streets in the neighborhood and noted that on Sunday there has to be physical traffic control due to the increase of people coming and leaving the church in the area.

Ms. Vicki Campbell, 6251 S. Woodside Circle is against the development and cannot see the advantage to the development. She also noted that traffic is a concern due to width of the local roads and the usage of golf carts and bicycles and believes the roads need to be fixed before development.

Doug Evans, 6172 South Riverglen Road noted that he walks a lot in the neighborhood and believes any unregulated truck traffic will cause problems, won't object R-1 zoning, against townhome construction and voiced his concern against proposed various streets/roads connections within the neighborhood due to runners, bicyclists and dog walkers and would not like the area to be over developed.

Mr. Walt Cameron, 6097 South Lookout Ridge, Ozark is a 17-year resident and has seen a change and voiced his concerns regarding traffic and believes that the infrastructure is compromised and believes that doubling the number of homes in the area is ill conceived as well as the proposed annexation. He stated that the area streets/roads are a liability to the City of Springfield and noted the increase of people and stated that it cannot be controlled.

Mr. Doennig closed the public hearing.

Melissa Cox asked about R-1 zoning vs R-SF zoning and if the development will be on city sewer.

Mr. Bob Hosmer stated that it will be on City sewer, but Farm Road 189 will not be part of the annexation.

Mr. Joel Thomas asked about the annexation.

Mr. Bob Hosmer noted that the property could be developed without the annexation.

Mr. Randall Doennig asked about the size of the proposed lots and the connection to sewer.

Mr. Bob Hosmer noted that the lot size depends on the annexation and sewer and it goes from 10,000sq ft for county and 6,000sq ft for City with sewer connection.

Mr. Hosmer also noted that development is within a stream buffer and the staff report will reflect the correction.

COMMISSION ACTION:

Mr. Thomas motioned to **approve** item Z-17-2020 with amended stream buffer comments (6177 South Farm Road 189). Mr. Jobe seconded the motion. Ayes: Doennig, Ogilvy, Rose, Cox, Thomas, and Jobe. Nays: None. Abstain: None. Absent: Broekhoven and Shuler. King Coltrin recused himself.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: CITY COUNCIL PUBLIC HEARING:

August 13, 2020

September 8, 2020

CASE: Z-17-2020

ACRES: Approximately 38 acres

LOCATION: 6177 South Farm Road 189

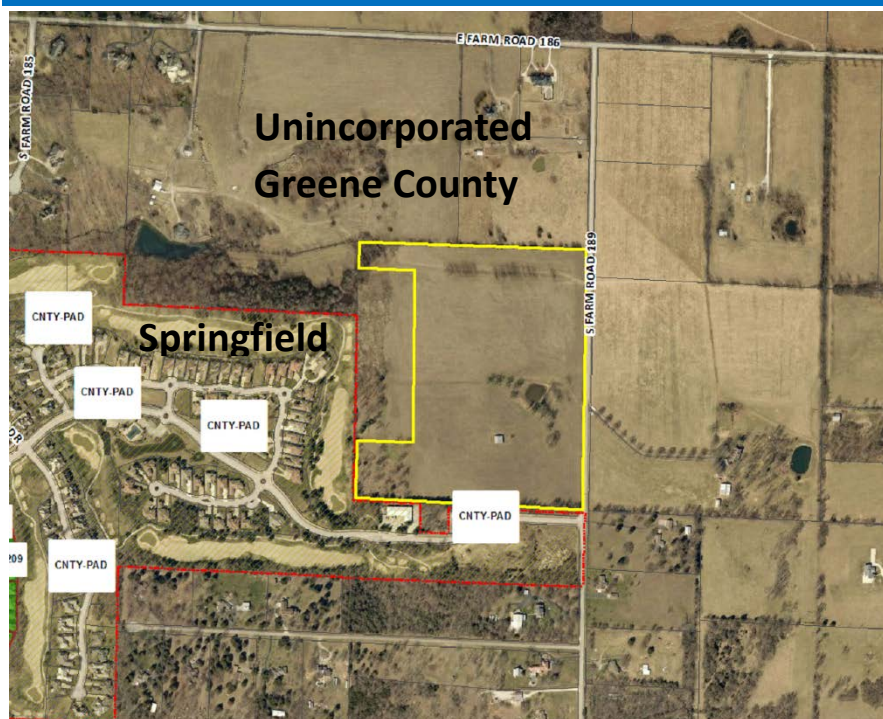
EXISTING LAND USE: Undeveloped, agricultural uses

APPLICANT: Frank and Kimberly Steed

STAFF: Daniel Neal, Senior Planner
864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District.

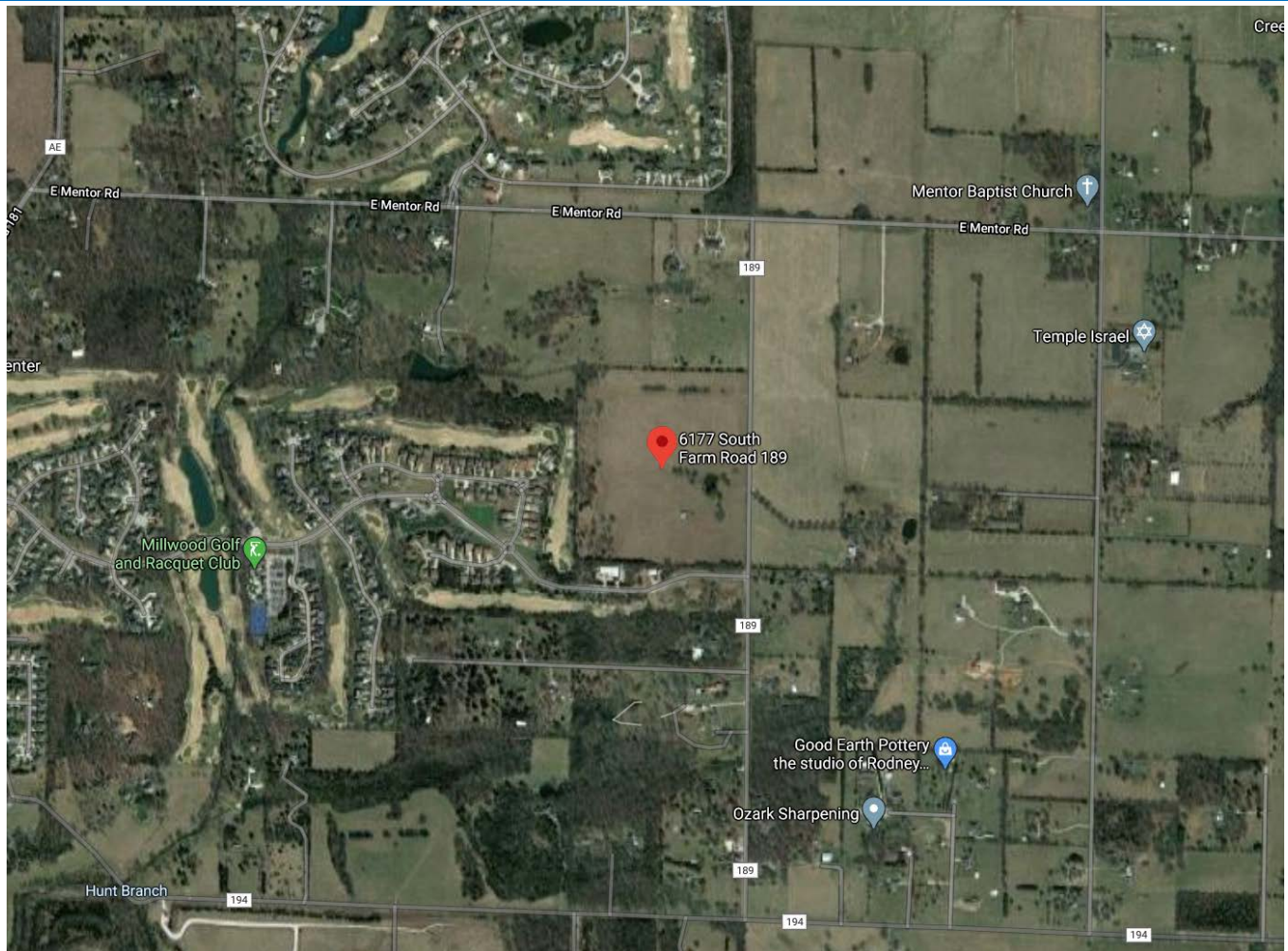
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.
2. The *Plan* encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The current County R-1 District is most similar to the City's R-SF District when translating the allowed uses. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance.
4. The application is consistent with the adjacent property within the City (Millwood) that has single-family and patio court housing uses.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1	County A-1 and PAD 1033	County A-1	County A-1 and PAD 1033
LAND USE	Single-family and agricultural uses	Cemetery and golf course uses	Single-family and agricultural uses	Single-family, golf course and agricultural uses

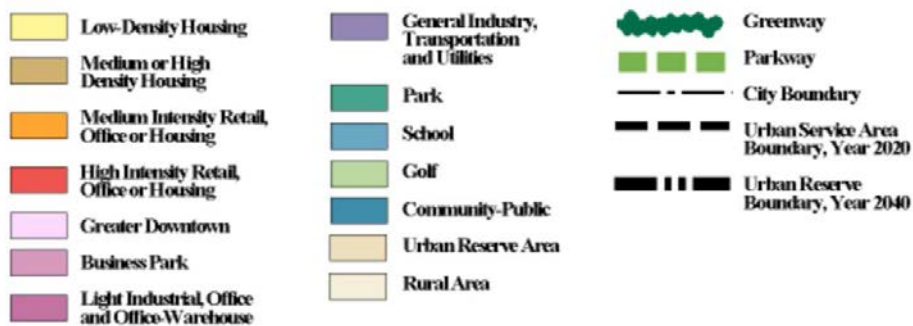
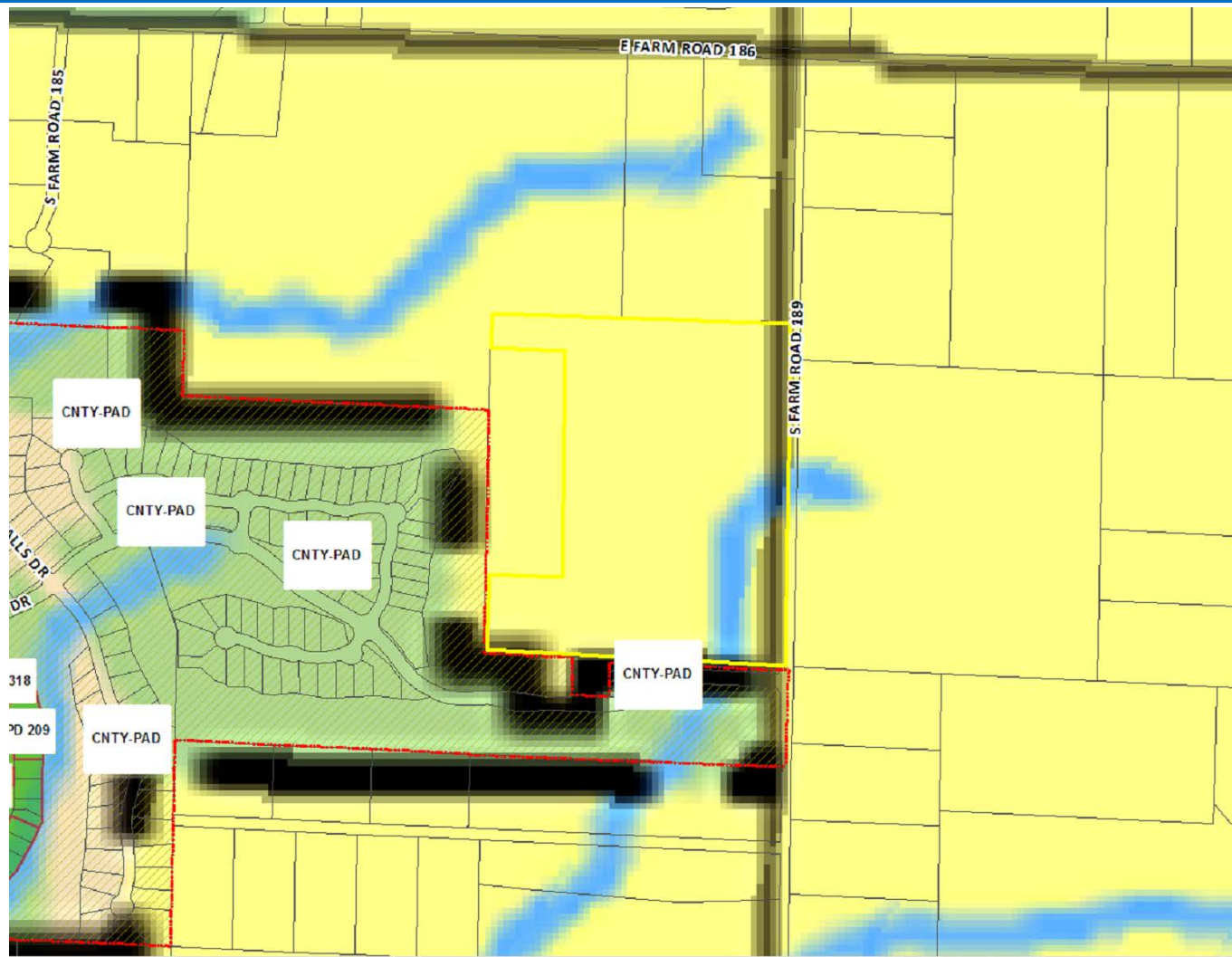
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property is currently located outside the City limits in unincorporated Greene County. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-SF
Use limitations	N/A
Lot size requirements	(a) Minimum lot area: 6,000 square feet. (b) Minimum lot width: 50 feet. (c) Minimum lot depth: 80 feet.
Maximum structure height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum open space	Not less than 30 percent
Maximum impervious area	Shall not exceed 70 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
None.	None.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.

The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.

The Transportation Plan classifies South Farm Road 189 as a Secondary Arterial roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District. The applicant intends to develop a single-family and patio home development.

2. The current County R-1 District is most similar to the City's R-SF District when translating the allowed uses. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance.
3. The R-SF district is intended primarily for single-family detached dwellings at low residential densities of approximately seven units per acre. Certain other structures and uses necessary to serve governmental, educational, religious, recreational, and other needs of neighborhood areas are allowed as permitted or conditional uses subject to restrictions intended to preserve and protect the single-family residential character of the district. Internal stability, harmony, attractiveness, order, and efficiency are encouraged by providing for adequate light, air, and open space for dwellings and related facilities and by consideration of the proper functional relationship and arrangement of the different uses permitted in this district.
4. The development will take primary vehicular access to Farm Road 189 which is classified as a Secondary Arterial roadway and will remain outside the city limits in unincorporated Greene County for maintenance purposes.
5. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments. All received comments are attached (Attachment 2).

PUBLIC NOTIFICATIONS:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet: Mailed: 5 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Public Sewer is required both on and offsite and is currently in design and R/W acquisition. Environmental Services has entered into a developer agreement for a cost share for the offsite sanitary sewer.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Millwood Drive as a Collector roadway and S. Farm Road 189 as a Secondary Arterial roadway. The standard right-of-way width for E. Millwood Drive is 30-feet from the centerline and S. Farm Road 189 is 35-feet from the centerline. It appears no additional right-of-way is needed along E. Millwood Drive. S. Farm Road 189 is under jurisdiction of Greene County. They are not requiring additional right of way. A survey is recommended to determine the exact amount of existing right-of-way. E. Millwood Drive is a city-maintained street and S. Farm Road 189 is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is no recent traffic counts for E. Millwood Drive or S. Farm Road 189. On-street parking is not allowed along E. Millwood Drive or S. Farm Road 189.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from E. Millwood Drive or S. Farm Road 189. Access to this property will be allowed from E. Millwood Drive based on existing City of Springfield standards for a Collector. Access to this property from S. Farm Road 189 must be approved and permitted by Greene County.

SIDEWALK

There is existing sidewalk along the property frontage of E. Millwood Drive. Sidewalk does not exist along the property frontage of S. Farm Road 189 and is not required by the county.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along E. Millwood Drive or S. Farm Road 189. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in zoning did not generate an additional 1,000 vehicles per day or 100 vehicles in the a.m. or p.m. peak periods.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Millwood Drive	Collector	No	45	30
Street 2	S. Farm Road 189	Secondary Arterial	No	20	35
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		154	193	1,848	
*Proposed Trips Generated		154	193	1,848	
Additional Trips Generated		0	0	0	

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the Farmers Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed, and detention is required. Water quality will be required if disturbing more than one acre. The property is located in a stream buffer area.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 1 acre or greater, water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Farmers Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

FIRE DEPARTMENT COMMENTS:

No issues.

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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

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

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7/23/2020	Telephone No.	417-844-2939
YOUR NAME:	Kevin & Kimberly Mills		
YOUR ADDRESS:	3939 E. Knollwood Dr. Ozark, MO 65721		
PROJECT ADDRESS:	6175 Farm Road 189 / 38.48 Acres of 45.16 for ^{residential} single family		
COMMENTS:	As long as the finished product would be comparable to the properties already established in Millwood, and would not decrease the current value of my property, I would be okay with the new development. Otherwise, I would be opposed.		

From: [KColeman](#)
To: Zoning@springfieldmo.gov
Cc: [Ken Coleman](#)
Subject: Neighborhood Notice of 6177 S Farm Rd 189
Date: Tuesday, July 28, 2020 10:21:04 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Dear Bob Hosmer:

Concerning the rezoning of the property at 6177 S Farm Rd 189, from its current R-1 status to R-SF, my wife and I are adamantly opposed to the requested change. The reasons for this have not changed since the previous request several years ago! This will change a great deal of attributes for the reasons the residents of this area chose to either build homes here, or buy existing homes; it is not desirable in any way as the issues that this change would bring to this area will be mostly negative and destroy in so many ways the countryside environment and atmosphere we enjoy currently.

Traffic will increase significantly if rezoning takes place. The earlier years would bring much construction type traffic with accompanying congestion challenges. Also the increase of automobile traffic will grow quickly, which will bring increased safety challenges too.

This has been for years a major bicycling, running and walking farm road system for Springfield area residents, and heavier residential traffic would greatly decrease the viability of this to continue, as safety would decline greatly.

The second major reason against rezoning is the obvious noise increase as residential homes increase. As already addressed, traffic alone adds significant noise; and then the outdoor use of the combined residents from a "subdivision" will regularly be loud and most often in the evening and nighttime hours when peace is most valued. This erodes at the appeal of the peaceful environment that currently exists here in this area.

Please consider these points in preservation of the current value of not rezoning, for the existing residents, as well as the exercise enthusiasts of the greater Springfield area that value the safety of this area with the current lower traffic.

Sincerely,
Tracy and Ken Coleman
COLEMAN FAMILY TRUST
3945 E PIONEER RD
ROGERSVILLE, MO 65742

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	07-22-20	Telephone No.	417-234-7601
YOUR NAME:	APPAKA A. GARRISON		
YOUR ADDRESS:	16114 S. SAN ROSA AVE. OZARK, MO 65721		
PROJECT ADDRESS:	6177 S. FARM ROAD 189		

COMMENTS:

OK for SINGLE DWELLING HOMES.
No to TOWNHOUSES - No to RENTAL HOUSING

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7-22-20	Telephone No.	417 839-7307
YOUR NAME:	CHARLES E MURPHY (chuck)		
YOUR ADDRESS:	6102 S San Rosa Ave OZARK MO 65726		
PROJECT ADDRESS:	6177 S Farm Road 189		
COMMENTS:			
We moved in Millward to get away from Rentek!!			
Residential-Single family is OK			
But NOT Townhouses !!			

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	07/23/2020	Telephone No.	417.350.5159
YOUR NAME:	L. ALTON GARRISON		
YOUR ADDRESS:	6114 S. SAN ROSA AVE. - OZARK, MO 65721		
PROJECT ADDRESS:	6177 S. FARM ROAD 189		

COMMENTS:

O.K. WITH SINGLE DWELLING HOMES.

NO ON TOWNHOUSES - NO TO RENTERS.

From: [Mike Rand](#)
To: Zoning@springfieldmo.gov
Subject: Zoning Cases Z-17-2020 and Z-18-2020
Date: Thursday, August 13, 2020 11:11:28 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am writing with my concerns for the two cases noted above. I live in the Millwood Subdivision and feel that the increased traffic that will occur if these cases are approved will create a safety issue on our streets.

Millwood Drive will be the primary route for cars to access Highway 65. There is already a high amount of traffic on this road and an increase of construction traffic during the build phase and then residential traffic afterwards will dramatically change the traffic flow through the neighborhood.

I am respectfully asking that you turn down this rezoning attempt.

Sincerely,

Mike Rand
3540 E Bluff Point Drive
Ozark, MO 65721

913-645-0088

From: [Shanda McKenzie](#)
To: Zoning@springfieldmo.gov
Subject: Zoning Cases Z-17-2020 and Z-18-2020
Date: Monday, August 17, 2020 10:42:38 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Attention Zoning Committee,

I am writing in regards to my concerns with rezoning cases, specifically the land on Farm Road 189. We just recently moved to Millwood from Asheville, NC. However I was very familiar with Millwood from when we lived in Ozark previously. Adding rental townhomes will not only destroy the property values of the Millwood community, but add safety concerns due to the additional traffic. Since moving here 5 months ago, I am already astonished at the amount of traffic and the speed of the drivers. If you average in an additional 2 cars per household for this new development, you are turning a neighborhood already congested into a small highway or a better comparison, Cherokee Street. The residents of Millwood pay a great deal of property taxes (even more than what we paid in Asheville and there is no comparison) and I can tell you the sidewalks are in very bad condition throughout the neighborhood, along with the speed of traffic in a "golf course neighborhood" I can't count the number of times I have seen a cart almost hit by a car exceeding the 30 mph. speed limits. Add over 200 additional cars, construction crews for several years and you know longer have the community "Millwood" that people purchased because of the original layout and vision for the community. No one wants to live in a high traffic area on a golf course, especially with golf carts and children. I am opposed 100% against this plan. Let's also not forget about the bikers who for years have used that area and already have challenges with drivers/traffic.

Sincerely,

Michael M. and Shanda L. McKenzie
6221 S. Bluff Ridge Road
816-898.2560

From: mriley185@aol.com
To: [Werland, Amy](#); Zoning@springfieldmo.gov
Subject: Rezoning FR 189
Date: Tuesday, September 8, 2020 4:22:52 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Zoning Committee:

I am writing to the committee in regards to my adamant opposition to rezoning FR 189 for housing development.

I have lived in Millwood subdivision now for 14 years and have enjoyed the well kept roadways, bridges and quiet neighborhood. Rezoning will only add a significant increase in traffic that will lead to further safety concerns for the people in this area. There is already an issue of people using Millwood Drive as a shortcut to access highway 65 and rezoning will only increase the amount of traffic. The staff review report says a traffic impact study is not required due to the anticipated volume, however did they consider the fact there are many golf carts, pedestrians and children near the Millwood Country club that frequently have to cross over this road to access the course? Furthermore, did they also consider the stability and structure of the bridge for increased traffic volume?

The city just installed bike lanes to the area obviously aware that this is an area used for major biking, running and walking and to now then add increased development in the area only causes more safety concerns for these activities. If the city were to approve this rezoning, isn't the city then sending a mixed message? Also, the county road in question, only has two lanes and no shoulders, so again a development in this area will continue to compromise outdoor activities.

I ask each of you as committee members to consider these points.

When you purchased your home, didn't location have a great impact on your decision? Whether it be in the country for quiet, or in the city for access to amenities, you made the purchase choice based on location. Well, if I may speak for some of my neighbors, we too purchased our homes with a certain atmosphere and location in mind and now to risk that being taken away from us is unfathomable. Why do we always have to develop? Why can't there be underdeveloped land, trees and grass around for those of us who chose to have that nearby?

Please consider these points with your decision to not rezone. I ask that you preserve this area not only for the many Springfield residents that utilize it for activities, but mainly for the existing residents that have chosen this area to call home.

Sincerely,

Dr. Megan Riley
6215 Riverglen Rd
Ozark, MO 65721
mriley185@aol.com

One-rdg. _____
P. Hmgs. _____
Pgs. 22
Filed: 09-15-20

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020 -219

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 6.68 acres of
3 property generally located at 6177 South Farm Road 189 from County R-
4 1, Suburban Residence District to R-TH, Residential Townhouse District;
5 and adopting an updated Official Zoning Map. (Staff recommends
6 approval, Planning and Zoning Commission recommends denial.)
7
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 6177 South Farm Road 189, and more fully described in "Exhibit
11 A," from County R-1, Suburban Residence District to R-TH, Residential Townhouse
12 District; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on September 10, 2020, a copy of the Record of
16 Proceedings from said public hearing being attached hereto and incorporated herein by
17 this reference as "Exhibit B," and said Commission made its recommendation; and
18

19 WHEREAS, the City has reviewed the applicant's request and prepared a staff
20 report concerning the application which is attached hereto and incorporated herein by
21 this reference as "Exhibit C"; and
22

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

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

29 Section 1 – The property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is hereby rezoned from County R-1, Suburban
31 Residence District to R-TH, Residential Townhouse District. Springfield Land
32 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
33 hereby amended, changed and modified consistent with this Ordinance.

34
35 Section 2 – City Council hereby directs the City Manager, or designee, to update
36 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
37 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
38 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
39 rules of interpretation.'

40
41 Section 3 – The Official Zoning Map herein adopted shall be maintained and
42 archived in the same digital form in which this Council has approved its adoption.

43
44 Section 4 – This Ordinance shall be in full force and effect from and after
45 passage.

46
47 Passed at meeting: _____

48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54 Filed as Ordinance: _____

55
56 Approved as to form: Kyle Tuller, Assistant City Attorney

57
58 Approved for Council action: Jason A. Hage, City Manager
59
60

EXPLANATION TO COUNCIL BILL 2020 -219

FILED: 9-15-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse District; and adopting an updated Official Zoning Map. (Staff recommends approval, Planning and Zoning Commission recommends denial.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-18-2020

The applicant is proposing to rezone approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse District. The applicant intends to develop a single-family and patio home development.

REMARKS:

The Planning and Zoning Commission held a public hearing on September 10, 2020, and recommended to deny, by a vote of 2 to 4.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.
2. This application is consistent with the *Comprehensive Plan* which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.
3. The application is consistent with the adjacent property within the City (Millwood) that has single-family and patio court housing uses.

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Correspondence

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-18-2020**

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 21 WEST, SPRINGFIELD, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; (BEING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 2013 PAGE 20492-13)

THENCE NORTH 01°17'22" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 340.89 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°17'22" EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 968.78 FEET;

THENCE SOUTH 88°42'38" EAST, A DISTANCE OF 292.86 FEET;

THENCE SOUTH 02°40'14" WEST, A DISTANCE OF 137.55 FEET;

THENCE SOUTH 87°19'46" EAST, A DISTANCE OF 15.46 FEET;

THENCE SOUTH 01°17'22" WEST, A DISTANCE OF 625.24 FEET;

THENCE NORTH 87°09'15" WEST, A DISTANCE OF 10.25 FEET;

THENCE SOUTH 02°15'07" WEST, A DISTANCE OF 205.97 FEET;

THENCE NORTH 88°42'38" WEST, A DISTANCE OF 291.29 FEET TO THE POINT OF BEGINNING;

CONTAINING 291,114 SQUARE FEET OR 6.68 ACRES

THIS DESCRIPTION IS FOR REZONING PURPOSES ONLY AND IS NOT INTENDED TO CREATE A NEW TRACT OF LAND.

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-18-2020
Planning and Zoning Commission – September 10, 2020**

Z-18-2020

6177 South Farm Road 189

Applicant: Frank and Kimberly Steed

King Coltrin recused himself.

Mr. Hosmer stated that this a request to rezone approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse. This application is consistent with the Comprehensive Plan which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. The Transportation Plan classifies South Farm Road 189 as a Secondary Arterial roadway. A Traffic Impact Study is not required. The development will take primary vehicular access to Farm Road 189. The property is not located in a FEMA designated floodplain or in a stream buffer area. A fee in lieu of on-site stormwater detention is not allowed. Staff recommends approval.

Mr. Doennig asked about Millwood zoning.

Mr. Bob Hosmer stated that it is a County PAD (Plot Assignment District).

Mr. Doennig opened the public hearing.

Mr. Chris Wynn, representative to the applicant noting that there is a need for more town homes in this area and noted that it is willing to work with the neighborhood regarding their traffic concerns and said that there will not be 3 story townhomes and states that it should have less traffic versus the traffic in Millwood. He also noted that the developer does not necessarily want annexation.

Mr. Randall Doennig questioned the placement of townhomes on the 13th fairway of the Millwood golf course.

Mr. Wynn stated that the development of this type is in demand next to golf courses.

Mr. Dane Seiler, representative to the applicant stated that they would be patio homes with low maintenance and believes they will be in a good location.

Donna Cleous, 6139 S. Bluff Ridge Road, says she there is a need due to baby boomers and believes upscale patio homes are desired.

Mr. Walt Cameron, 6097 South Lookout Ridge, Ozark asked about annexation and sewer and suggest the developer get in touch with City Utilities in order not to annex into Millwood.

Ms. Melissa Cox asked about the town home zoning and noted no preliminary plat and that anyone can come and do whatever they choose and may not look like Millwood and said that she is okay with patio homes but has concerns regarding this zoning. She would prefer single family zoning for the entire development.

Mr. Bob Hosmer noted that the zoning will dictate the size, but not the design.

Mr. Randall Doennig asked if R-TH is the only option for patio homes.

Mr. Bob Hosmer said yes, for patio homes, but can do a Planned Development, but they will incur more costs and design.

Mr. Joel Thomas noted that if this stays as R-TH and the developer's patio homes do not materialize, then anyone could put any type of R-TH (i.e., 4-story town home) and believes this should have been a Planned Development.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

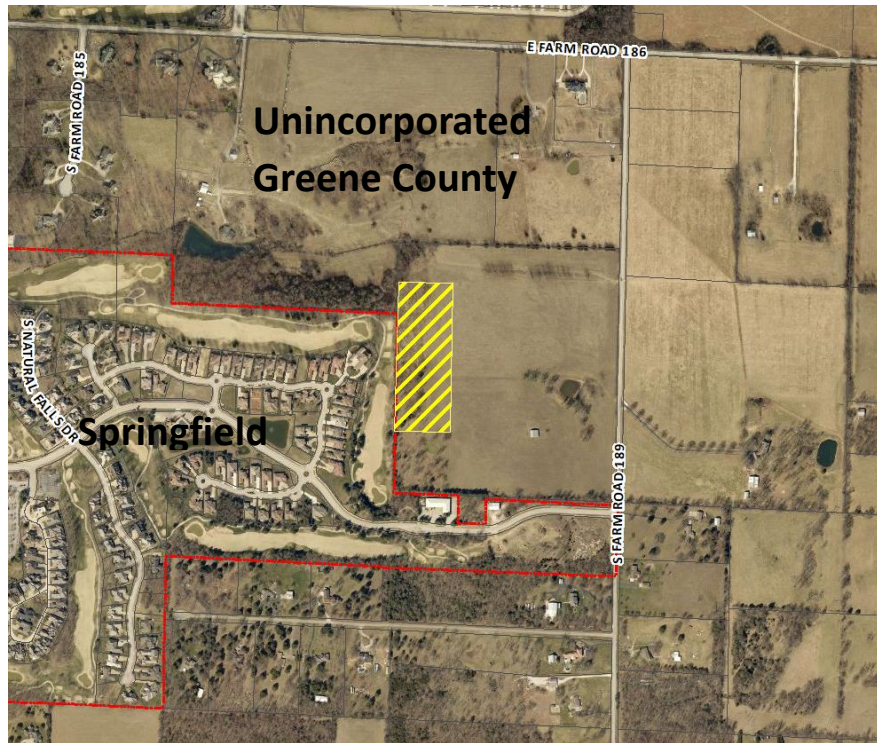
Mr. Jobe motioned to **approve** item Z-18-2020 (6177 South Farm Road 189). Mr. Rose seconded the motion. Ayes: Rose and Jobe. Nays: Doennig, Ogilvy, Cox, and Thomas. Abstain: None. Absent: Broekhoven and Shuler. **Motion denied.** King Coltrin recused himself.

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

Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: CITY COUNCIL PUBLIC HEARING:



August 13, 2020

September 8, 2020

CASE: Z-18-2020

ACRES: Approximately 6.68 acres

LOCATION: 6177 South Farm Road 189

EXISTING LAND USE: Undeveloped, agricultural uses

APPLICANT: Frank and Kimberly Steed

STAFF: Michael Sparlin, Senior Planner
864-1091

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse.

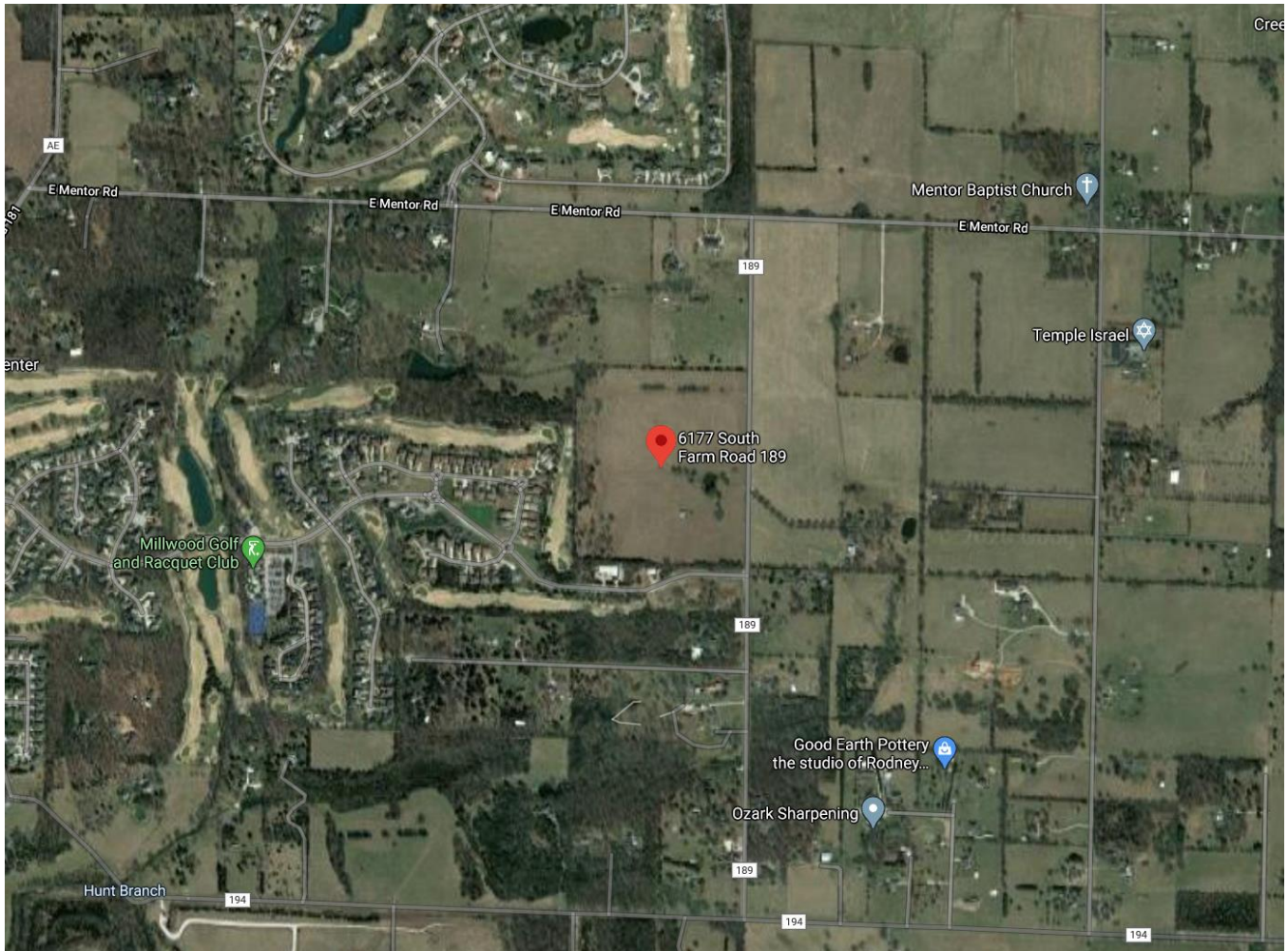
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.
2. This application is consistent with the *Comprehensive Plan* which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.
3. The application is consistent with the adjacent property within the City (Millwood) that has single-family and patio court housing uses.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1	County A-1 and PAD 1033	County A-1	County A-1 and PAD 1033
LAND USE	Single-family and agricultural uses	Cemetery and golf course uses	Single-family and agricultural uses	Single-family, golf course and agricultural uses

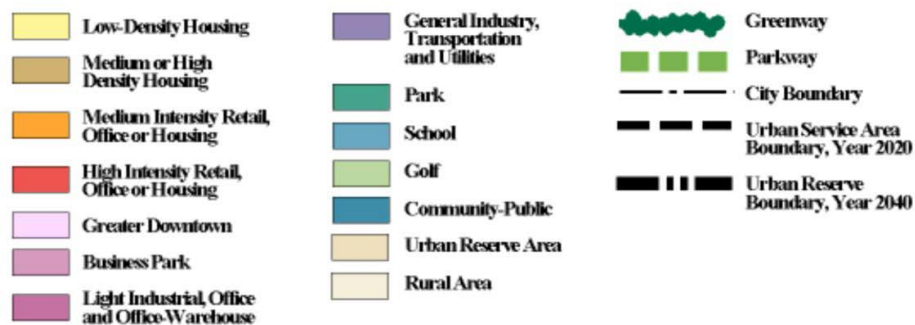
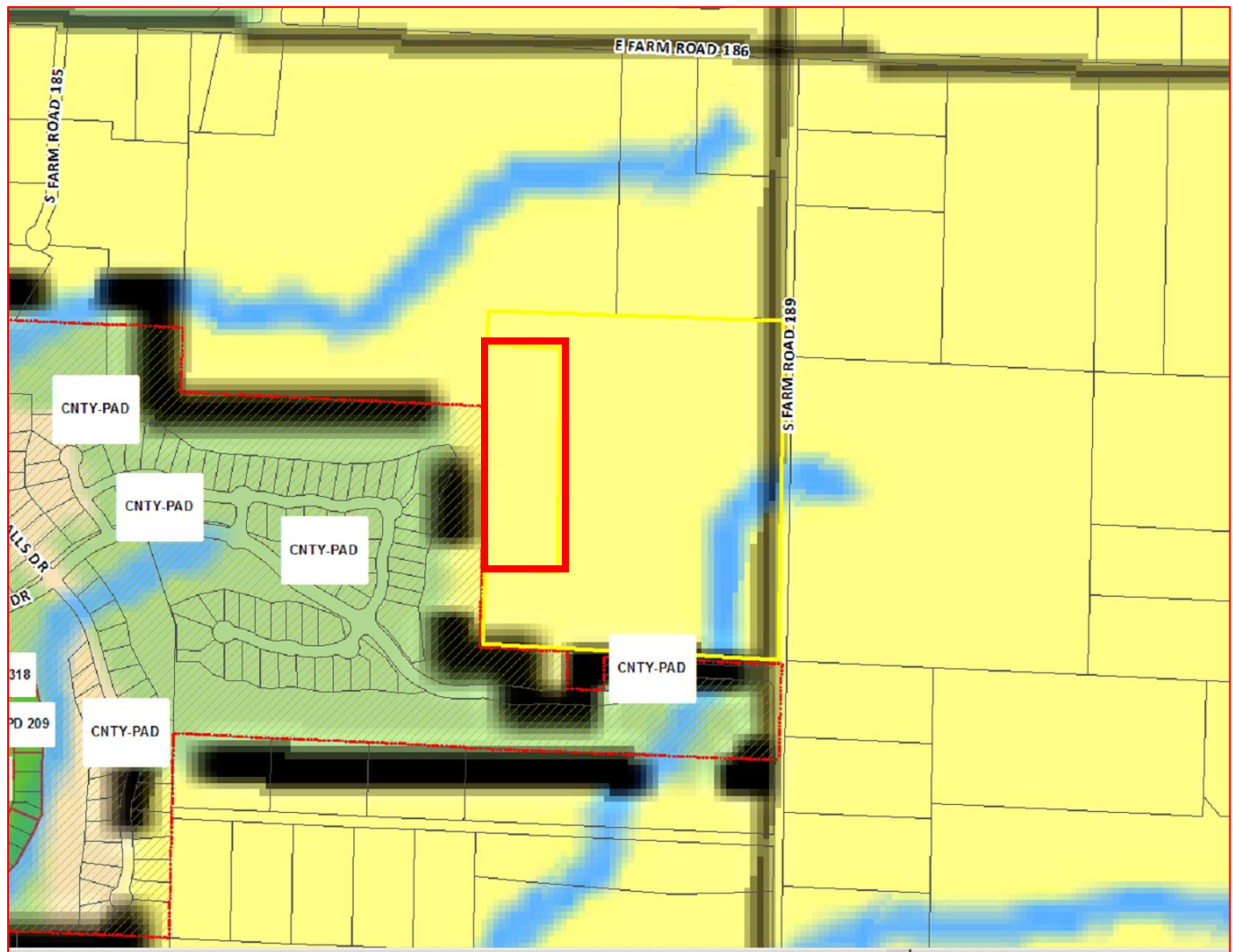
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property is currently located outside the City limits in unincorporated Greene County. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:
1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
 2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
 3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
 4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
 5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
 6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
 7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
 8. Information submitted at the public hearing.

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-TH
Use limitations	There shall be a separate platted lot of record for each single-family semi-detached or townhouse dwelling unit.
Lot size requirements	Minimum lot area: 1. Single-family detached dwellings and residential group homes: 5,000 square feet. 2. Duplexes: 7,500 square feet. 3. Each single-family semi-detached dwelling on a separate platted lot: 3,750 square feet. 4. Each townhouse on a separate platted lot: a. End lots: 4,000 square feet. b. Interior lots: 3,000 square feet. 5. All other uses: 7,500 square feet.
Maximum structure height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
None.	None.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.

The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.

The Transportation Plan classifies South Farm Road 189 as a Secondary Arterial roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse. The applicant intends to develop a single-family and patio home development.
2. The R-TH district is intended to accommodate a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 units per acre). This district is also intended to function as a transition between the less intense single-family district and more intense multifamily districts.
3. The development will take primary vehicular access to Farm Road 189 which is classified as a Secondary Arterial roadway and will remain outside the city limits in unincorporated Greene County for maintenance purposes.
4. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments. All received comments are attached (Attachment 2).

PUBLIC NOTIFICATIONS:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet:

Mailed: 3

Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

The property is in the Farmers Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed and detention is required. Water quality will be required if disturbing more than one acre. The property is not located in a stream buffer area.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 1 acre or greater, water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Farmers Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both E. Millwood Drive as a Collector roadway and S. Farm Road 189 as a Secondary Arterial roadways. The standard right-of-way width for E. Millwood Drive is 30-feet from the centerline and S. Farm Road 189 is 35-feet from the centerline. It appears no additional right-of-way is needed along E. Millwood Drive. S. Farm Road 189 is under jurisdiction of Greene County. They are not requiring additional right of way. A survey is recommended to determine the exact amount of existing right-of-way. E. Millwood Drive is a city-maintained street and S. Farm Road 189 is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for E. Millwood Drive or S. Farm Road 189. On-street parking is not allowed along E. Millwood Drive or S. Farm Road 189.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from E. Millwood Drive or S. Farm Road 189. Access to this property will be allowed from E. Millwood Drive based on existing City of Springfield standards for a Collector. Access to this property from S. Farm Road 189 must be approved and permitted by Greene County.

SIDEWALK

There is existing sidewalk along the property frontage of E. Millwood Drive. Sidewalk does not exist along the property frontage of S. Farm Road 189 and is not required by the county.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along E. Millwood Drive or S. Farm Road 189. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in zoning did not generate an additional 1,000 vehicles per day or 100 vehicles in the a.m. or p.m. peak periods.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Millwood Drive	Collector	No	45	30
Street 2	S. Farm Road 189	Secondary Arterial	No	20	35
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		28	35	336	
*Proposed Trips Generated		35	42	420	
Additional Trips Generated		7	7	84	

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the Farmers Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed and detention is required. Water quality will be required if disturbing more than one acre. The property is not located in a stream buffer area.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 1 acre or greater, water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Farmers Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

FIRE DEPARTMENT COMMENTS:

No issues.

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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

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

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

The Land Use or Zoning Change Process:

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

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

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	07-22-20	Telephone No.	417-234-7601
YOUR NAME:	APPAKA H. GARRISON		
YOUR ADDRESS:	16114 S. SAN ROSA AVE. OZARK, MO 65721		
PROJECT ADDRESS:	6177 S. FARM ROAD 189		

COMMENTS:

OK for SINGLE DWELLING HOMES.
No to TOWNHOUSES - No to RENTAL HOUSING

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7-22-20	Telephone No.	417 839-7307
YOUR NAME:	CHARLES E MURPHY (Chuck)		
YOUR ADDRESS:	6102 S San Rosa Ave OZARK MO 65726		
PROJECT ADDRESS:	6177 S Farm Road 189		
COMMENTS:			
We moved in Millward to get away from Rentek!!			
Residential-Single family is OK			
But NOT Townhouses!!			

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

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	07/23/2020	Telephone No.	417.350.5159
YOUR NAME:	L. ALTON GARRISON		
YOUR ADDRESS:	6114 S. SAN ROSA AVE. - OZARK, MO 65721		
PROJECT ADDRESS:	6177 S. FARM ROAD 189		

COMMENTS:

O.K. WITH SINGLE DWELLING HOMES.

NO ON TOWNHOUSES - NO TO RENTERS.

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7/23/2020	Telephone No.	417-844-2939
YOUR NAME:	Kevin + Kimberly Mills		
YOUR ADDRESS:	3939 E. Knollwood Dr. Olathe, MO 65121		
PROJECT ADDRESS:	6177 S. Farm Road 189 / 6.68 Acres of 45.16 for residential townhouses		
COMMENTS:	100% opposed to having townhouses because it will affect the value of my property.		

Re: 6177 S. Farm Road 189 6.68 and 38.48 acres



Kevin Mills <kevin@millsfoundations.com> (Kevin M

To ○ Neal, Daniel

Cc Zoning@springfieldmo.gov



7/23/2020

The actual sender of this message is different than the normal sender. Click here to learn more.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

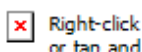
****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Daniel,

Thanks for the clarification. If I can tweak the comments on the 38.48 acres - I am in favor of residential development on the 38.48 acres that is not for townhomes.

Thanks again!

Kevin Mills
417-725-1437



On Thu, Jul 23, 2020 at 1:11 PM Neal, Daniel <dneal@springfieldmo.gov> wrote:

Thank you for your comments. They will be attached to the staff report that goes to Planning and Zoning Commission on August 13th and City Council on September 8th. The zoning ordinance and base residential districts (R-SF and R-TH) do not specify housing cost minimums or have minimum design requirements.

From: Kevin Mills <kevin@millsfoundations.com>

Sent: Thursday, July 23, 2020 12:52 PM

To: Zoning@springfieldmo.gov <Zoning@springfieldmo.gov>

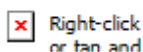
Subject: 6177 S. Farm Road 189 6.68 and 38.48 acres

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Please see both attachments.

Thank you!

Kevin Mills
417-725-1437



Neighborhood Notice of 6177 S Farm Rd 189



KColeman <ktjgmc@gmail.com>

To Zoning@springfieldmo.gov

Cc Ken Coleman



Tue 7/28

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Dear Bob Hosmer:

Concerning the rezoning of the property at 6177 S Farm Rd 189, from its current R-1 status to R-SF, my wife and I are adamantly opposed to the requested change. The reasons for this have not changed since the previous request several years ago! This will change a great deal of attributes for the reasons the residents of this area chose to either build homes here, or buy existing homes; it is not desirable in any way as the issues that this change would bring to this area will be mostly negative and destroy in so many ways the countryside environment and atmosphere we enjoy currently.

Traffic will increase significantly if rezoning takes place. The earlier years would bring much construction type traffic with accompanying congestion challenges. Also the increase of automobile traffic will grow quickly, which will bring increased safety challenges too.

This has been for years a major bicycling, running and walking farm road system for Springfield area residents, and heavier residential traffic would greatly decrease the viability of this to continue, as safety would decline greatly.

The second major reason against rezoning is the obvious noise increase as residential homes increase. As already addressed, traffic alone adds significant noise; and then the outdoor use of the combined residents from a "subdivision" will regularly be loud and most often in the evening and nighttime hours when peace is most valued. This erodes at the appeal of the peaceful environment that currently exists here in this area.

Please consider these points in preservation of the current value of not rezoning, for the existing residents, as well as the exercise enthusiasts of the greater Springfield area that value the safety of this area with the current lower traffic.

Sincerely,
Tracy and Ken Coleman
COLEMAN FAMILY TRUST
3945 E PIONEER RD
ROGERSVILLE, MO 65742

From: [Mike Rand](#)
To: Zoning@springfieldmo.gov
Subject: Zoning Cases Z-17-2020 and Z-18-2020
Date: Thursday, August 13, 2020 11:11:28 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am writing with my concerns for the two cases noted above. I live in the Millwood Subdivision and feel that the increased traffic that will occur if these cases are approved will create a safety issue on our streets.

Millwood Drive will be the primary route for cars to access Highway 65. There is already a high amount of traffic on this road and an increase of construction traffic during the build phase and then residential traffic afterwards will dramatically change the traffic flow through the neighborhood.

I am respectfully asking that you turn down this rezoning attempt.

Sincerely,

Mike Rand
3540 E Bluff Point Drive
Ozark, MO 65721

913-645-0088

From: [Shanda McKenzie](#)
To: Zoning@springfieldmo.gov
Subject: Zoning Cases Z-17-2020 and Z-18-2020
Date: Monday, August 17, 2020 10:42:38 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Attention Zoning Committee,

I am writing in regards to my concerns with rezoning cases, specifically the land on Farm Road 189. We just recently moved to Millwood from Asheville, NC. However I was very familiar with Millwood from when we lived in Ozark previously. Adding rental townhomes will not only destroy the property values of the Millwood community, but add safety concerns due to the additional traffic. Since moving here 5 months ago, I am already astonished at the amount of traffic and the speed of the drivers. If you average in an additional 2 cars per household for this new development, you are turning a neighborhood already congested into a small highway or a better comparison, Cherokee Street. The residents of Millwood pay a great deal of property taxes (even more than what we paid in Asheville and there is no comparison) and I can tell you the sidewalks are in very bad condition throughout the neighborhood, along with the speed of traffic in a "golf course neighborhood" I can't count the number of times I have seen a cart almost hit by a car exceeding the 30 mph. speed limits. Add over 200 additional cars, construction crews for several years and you know longer have the community "Millwood" that people purchased because of the original layout and vision for the community. No one wants to live in a high traffic area on a golf course, especially with golf carts and children. I am opposed 100% against this plan. Let's also not forget about the bikers who for years have used that area and already have challenges with drivers/traffic.

Sincerely,

Michael M. and Shanda L. McKenzie
6221 S. Bluff Ridge Road
816-898.2560

From: mriley185@aol.com
To: [Werland, Amy](#); Zoning@springfieldmo.gov
Subject: Rezoning FR 189
Date: Tuesday, September 8, 2020 4:22:52 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Zoning Committee:

I am writing to the committee in regards to my adamant opposition to rezoning FR 189 for housing development.

I have lived in Millwood subdivision now for 14 years and have enjoyed the well kept roadways, bridges and quiet neighborhood. Rezoning will only add a significant increase in traffic that will lead to further safety concerns for the people in this area. There is already an issue of people using Millwood Drive as a shortcut to access highway 65 and rezoning will only increase the amount of traffic. The staff review report says a traffic impact study is not required due to the anticipated volume, however did they consider the fact there are many golf carts, pedestrians and children near the Millwood Country club that frequently have to cross over this road to access the course? Furthermore, did they also consider the stability and structure of the bridge for increased traffic volume?

The city just installed bike lanes to the area obviously aware that this is an area used for major biking, running and walking and to now then add increased development in the area only causes more safety concerns for these activities. If the city were to approve this rezoning, isn't the city then sending a mixed message? Also, the county road in question, only has two lanes and no shoulders, so again a development in this area will continue to compromise outdoor activities.

I ask each of you as committee members to consider these points.

When you purchased your home, didn't location have a great impact on your decision? Whether it be in the country for quiet, or in the city for access to amenities, you made the purchase choice based on location. Well, if I may speak for some of my neighbors, we too purchased our homes with a certain atmosphere and location in mind and now to risk that being taken away from us is unfathomable. Why do we always have to develop? Why can't there be underdeveloped land, trees and grass around for those of us who chose to have that nearby?

Please consider these points with your decision to not rezone. I ask that you preserve this area not only for the many Springfield residents that utilize it for activities, but mainly for the existing residents that have chosen this area to call home.

Sincerely,

Dr. Megan Riley
6215 Riverglen Rd
Ozark, MO 65721
mriley185@aol.com

From: [Werland, Amy](#)
To: [Menke, Andrew](#)
Subject: FW: September 10, 2020 Rezoning of Farm Road 189 Property
Date: Thursday, September 10, 2020 9:55:40 AM
Attachments: [image001.png](#)

From: Vickie L Norton <vlorton@stainlessintegrity.com>
Sent: Tuesday, September 8, 2020 1:23 PM
To: Werland, Amy <awerland@springfieldmo.gov>; White, Judy <jwhite@springfieldmo.gov>
Subject: September 10, 2020 Rezoning of Farm Road 189 Property

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am opposed to townhouses or any rentals of units.

There is already a safety issue with existing traffic on Millwood Drive due to children crossing street for school buses,
golf carts, runners and bikers, not to mention those that speed thru our neighborhood to work who reside outside of
Millwood. SAFETY is the biggest issue.

In addition, our streets and bridge also cannot accommodate any more use than they currently receive.

Thank you for your considerations,
Vickie L Norton

Vickie L. Norton

President



417.773.6383

Springfield, MO

www.stainlessintegrity.com

WBENC & WOSB Certified

Re: Z-17-2020 and Z-18-2020

Dear Board,

I am writing in opposition to Z-17-2020 (38 acres from R-1 to R-SF) and Z-18-2020(6.68 acres from R-1 to R-TH) and ask that you do not rezone the plots as requested.

My husband, son (now 3 ½ years old), senior dog and I moved to Millwood in December. In relocating we looked at a number of different neighborhoods in the Greater Springfield Area our goal was to find a home where our child could grow up the way we had, playing outside. We based our decision on finding a neighborhood that was safe, well maintained, an easy commute and most importantly had a sense of community.

We can all agree that the last year has not been what anyone expected. One of the few blessings during Covid was the ability for our family to walk through the neighborhood. We were the ones walking through the neighborhood with our kid in his stroller blowing bubbles and our dog checking everything out. While there were cars on the E Millwood Dr. it wasn't overly busy, most drivers waiving as they drove by. I would see neighborhood kids riding their bikes and playing with their families.

If you approve the rezoning traffic on Millwood E Dr. will increase. In the Development Review Staff Report for Z-17-2020 you state in staff comments that:

4. The development will take primary vehicular access to Farm Road 189 which is classified as a Secondary Arterial roadway and will remain outside the city limits in unincorporated Greene County for maintenance purposes

However, in making this determination you did not consider how these residents would get to Farm Road 189? Access to highway 65 is off E Millwood Dr. and most drivers will not go up and around to get to the proposed location. E Millwood Dr. will become a cut through for residents attempting to get places. I have lived on streets that are cut throughs in the past, drivers are even less likely to pay attention to their surroundings and/or the speed limit. They will not look out for golf carts at the golf cart crossings. The safety of our neighborhood will decrease as a result of this rezoning.

You state under Driveway Access that "access to this property will be allowed from E Millwood Drive based on existing City of Springfield standards". This too will cause drivers along E Millwood Drive and increase the traffic flow.

In the rezoning request Z-18-2020(6.68 acres from R-1 to R-TH) I am concerned about the number of allowed townhomes. Per your documentation it states up to 11 per acre, therefore you would be approving the zoning for up to 77 townhomes. Rezoning to allow for townhomes will again change the feel of our neighborhood and increase traffic substantially on E. Millwood Dr.

With the additional traffic on E Millwood Dr. I will not be able to let my child ride his bike or go play outside as we did as kids which is one of the main reasons we moved here.

I ask that you reject the proposed rezoning requests Z-17-2020 and Z-18-2020 allowing our family and the other families of Millwood to retain the safety of our neighborhood.

Thank you,

Maggie and Ed Adams

6045 S. Bluff Ridge Rd

Ozark, MO 65721

One-rdg. _____
P. Hrngs. _____
Pgs. 20
Filed: 09-15-20

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 220

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the city, to enter
2 into a Contract of Obligation with the Missouri Department of
3 Natural Resources, whereby the City agrees to financially secure
4 the future closure and post-closure care of all currently active and
5 previously completed portions of the City's Sanitary Landfill.
6
7 _____

8 WHEREAS, the City of Springfield has both closed and active sanitary landfills that
9 are subject to environmental closure and post-closure requirements by Missouri state
10 statutes; and
11

12 WHEREAS, pursuant to Missouri state statutes, the City must provide a financial
13 assurance instrument, or Contract of Obligation, to the Missouri Department of Natural
14 Resources ("MoDNR") that affirms and accepts the financial obligations of closure and
15 post-closure; and
16

17 WHEREAS, each year the Contract of Obligation is revised to reflect the
18 changing cost of the environmental closure and post-closure obligations.
19

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

23 Section 1 – The City Manager, or his designee, is hereby authorized to enter
24 into a Contract of Obligation with the Missouri Department of Natural Resources
25 ("MoDNR"), said agreement to be substantially in form and content as "Exhibit A," which
26 is attached hereto and incorporated herein by this reference.
27

28 Section 2 – This Ordinance shall be in full force and effect from and after
29 passage.
30

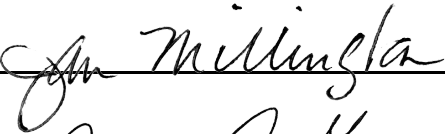
31 Passed at meeting: _____

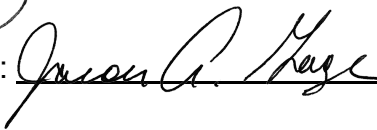
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Deputy City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-220

FILED: 09-15-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into an amended Contract of Obligation with the Missouri Department of Natural Resources, whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Sanitary Landfill.

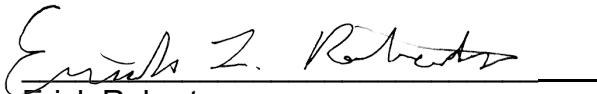
BACKGROUND INFORMATION: In accordance with applicable state and federal solid waste regulations, the City is required to submit and maintain a Financial Assurance Instrument ("FAI") acceptable to the Missouri Department of Natural Resources ("MoDNR") to secure the future closure and post-closure care of all currently active and previously closed solid waste disposal areas within the City's permitted Sanitary Landfill. The FAI must also be amended periodically to account for the effects of inflation, any changes to operational costs previously calculated and approved engineering cost estimates. State regulations also permit a city or county to submit and amend a Contract of Obligation to satisfy this requirement.

On September 23, 2019, City Council adopted Special Ordinance 27234 authorizing the City Manager to enter into an amended Contract of Obligation in the amount of \$15,206,078 to secure the future closure and post-closure care of all currently approved disposal areas of the Sanitary Landfill. The City's Contract of Obligation is secured by a pledge of future city sales tax reserves, if necessary, for this purpose.

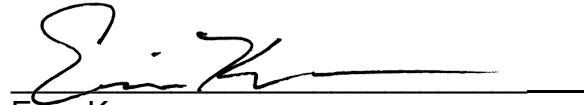
For the current year, the Solid Waste Management Division ("SWMD") proposes to amend the existing FAI Contract of Obligation by adding \$122,901 to account for the effects of inflation to the end of the second quarter 2020 and increased leachate disposal costs.

REMARKS: As presented in the attached letter report ("Exhibit B") from SCS ENGINEERS dated August 31, 2020, the net effect of this proposed amendment will be to increase the City's current liability for landfill closure and post-closure care by \$122,901 to \$15,328,979. These cost estimates have been reviewed and accepted by the staff of the Solid Waste Management Division and the Finance Department. This amended and executed Contract of Obligation is due to be submitted to MoDNR by September 29, 2020.

Submitted by:


Erick Roberts,
Superintendent of Solid Waste

Recommended by:

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

Erin Kemper,
Director of Environmental Services

Approved by:

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

Jason Gage,
City Manager

Exhibit A

CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between the City of Springfield, Missouri, hereinafter referred to as City, and the Department of Natural Resources, hereinafter referred to as MoDNR.

WHEREAS, the City has submitted a permit application for the construction, operation and maintenance of a solid waste disposal area to MoDNR pursuant to the requirements of sections 260.200 to 260.345, RSMo, the Missouri Solid Waste Management Law (Law) and the rules promulgated thereunder; and

WHEREAS, pursuant to the Missouri Solid Waste Management Rules, 10 CSR 80-2.030(4)(D) 7., a municipality or county may execute a “Contract of Obligation” (CO) to satisfy the requirements for a Financial Assurance Instrument (FAI) in applying for a permit to operate a solid waste disposal area.

NOW THEREFORE, in consideration of the issuance of Permit No. 107704 by MoDNR to the City for the operation of a solid waste disposal area and in consideration of the mutual covenants contained herein, MoDNR and the City hereby agree as follows:

1. The City is hereby bound unto MoDNR in the sum of \$15,328,979 and hereby authorizes the Director of MoDNR, or designee, to collect said sum from any funds being disbursed or to be disbursed by the state of Missouri to the City, upon failure of the City to close and/or provide post-closure care for the solid waste disposal area in accordance with the requirements of the Law, the regulations duly promulgated thereunder and the approved closure and or post-closure plans.
2. Should MoDNR find that the City has failed to properly close and/or provide post closure care for the solid waste disposal area, MoDNR shall notify the City of such finding and pursuant to 260.235, RSMo, shall afford the opportunity for administrative and judicial review of such findings.
3. The City hereby authorizes the Director of the Department of Revenue and the State Treasurer to withhold from any funds being disbursed or to be disbursed by the state of Missouri to the City, the sum of \$15,328,979 upon receiving notice from the Director of MoDNR of the City’s failure to properly close and/or provide post closure care for the solid waste disposal area.
4. This contract shall terminate upon written notice from MoDNR that the City is released from the requirements for a Financial Assurance Instrument for closure and/or post-closure care, as required by the Law and the rules promulgated thereunder.
5. If the City desires to terminate this contract prior to completing proper closure and/or post-closure for the solid waste disposal area it must:

- (a) Send a notice of termination in writing, addressed and delivered to the MoDNR, 120 days before the termination will occur; and
- (b) Post with the MoDNR an acceptable alternative Financial Assurance Instrument, as provided for by the Law or by any rules adopted pursuant to the Law within 90 days after the notice of termination is received by the department; and
- (c) Receive a written acknowledgment from MoDNR of receipt by MoDNR of an acceptable alternative Financial Assurance Instrument. If the City does not provide an acceptable alternative Financial Assurance Instrument within the time limit specified above, this contract shall remain in effect until terminated as specified in 4 of this contract.

6. The City has by ordinance, attached hereto as Attachment A, and which by this reference is incorporated herein, and expressly made a part of this agreement authorized the signatory hereof to execute this contract of obligation and bind the City to the terms thereof.

7. The effective date of this contract is the date this contract is signed by the Director of the Missouri Department of Natural Resources.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

CITY OF SPRINGFIELD, MISSOURI

MISSOURI DEPARTMENT OF
NATURAL RESOURCES

BY: _____
City Manager or his/her designee

BY: _____
Director

DATE: _____

DATE: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

August 31, 2020
File No. 27213331.66

Mr. Erick Roberts
City of Springfield
Solid Waste Division
P.O. Box 8368
Springfield, Missouri 65801

Re: City of Springfield Noble Hill Sanitary Landfill
2020 Closure and Post-Closure Cost Estimate Calculation Update Summary

Dear Mr. Roberts:

This letter provides the revised closure and post-closure cost estimates updated for use in funding the City's financial assurance instrument (FAI) for the Noble Hill Sanitary Landfill as required by Missouri Solid Waste Regulations. In this letter you will find revised Closure and Post-Closure Cost Worksheets for the entire landfill and other supporting documents to support the revised costs. The costs include Cell 2 Phase 2 (5.26 acres) which was constructed in the spring of 2020 and the total cost has been adjusted for inflation since the August 2019 update.

To adjust for inflation, the most recently published Implicit Price Deflator (IPD) for the Gross Domestic Product as determined by the U.S. Department of Commerce was used as required by Missouri Solid Waste Regulations. The most recently published IPD is for the **2nd Quarter of 2020 (IPD = 112.803)**. The IPD for the **2nd Quarter 2004** base year for the inflation calculations was 84.504. A copy of the IPD table is included as an attachment to this letter. The revised cost estimates are as follows.

Revisions to Landfill Affecting FAI Since Last Year

These changes have adjusted the following quantities when compared to the 2019 estimates.

- **Leachate Treatment Rate Cost:** Increased from \$0.00483/gal to \$0.00511/gal

Closure and Post Closure Cost Results

SCS obtained the second quarter 2020 Implicit Price Deflator (IPD) for the Gross Domestic Product, to update 2004 costs to current dollars. The 2nd Quarter 2020 IPD value utilized was 112.803. This value was divided by the second quarter 2004 IPD value of 84.504, to calculate the percentage change multiplier of 1.3349. The calculations are provided in the following table.



Project	Total Cost (2004 Dollars)	Implicit Price Deflator			FAI Obligation (2020 Dollars)
		2004 (Q2)	2020 (Q2)	% Change Multiplier	
Closure	\$7,436,424.94	84.504	112.803	1.3349	\$9,926,883.65
Post-Closure	\$4,046,816.49	84.504	112.803	1.3349	\$5,402,095.33
	\$11,483,241.43				\$15,328,978.98

Total Cost (2004 Dollars) are from Attached MDNR Worksheets
2004 (Q2) and 2020 (Q2) IPD are from the BEA Table 1.1.9 IPD for GDP

Using the formula prescribed in the attached worksheets, the City's total 2020 FAI obligation is \$15,328,979.

Based on the above information, the City's FAI should be adjusted to reflect the revised closure and post-closure cost estimate total. The August 2019 approved cost estimate was \$15,206,078; therefore, the new FAI total must be increased by \$122,901 to \$15,328,979. Copies of the MDNR closure and post-closure cost estimate worksheets for the entire landfill are attached along with a spreadsheet summary of the inflation calculations.

SCS Engineers appreciates the opportunity to continue providing solid waste engineering services for the City. Should you have any questions or would like more information, please do not hesitate to call us at (913) 681-0030.

Sincerely,



Daniel Wiens, E.I.T.
Project Engineer
SCS Engineers



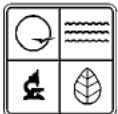
Bret Clements, P.E.
Project Manager
SCS Engineers

dw/bc

cc: Doug Durrington

Encl. - CPC Cost Estimate Worksheets
Implicit Price Deflator Table
Waste Water Treatment Cost - City of Springfield Letter

Closure and Post-Closure Cost Estimate Worksheets



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM
CLOSURE AND POST-CLOSURE COST WORKSHEET

THIS WORKSHEET IS ONLY REQUIRED FOR THOSE FACILITIES THAT ACCEPT WASTE AFTER JAN. 1, 2004. OTHERS MAY USE THE WORKSHEET IF THEY CHOOSE.					
DATE August 31, 2020		NAME OF FACILITY City of Springfield Noble Hill Sanitary Landfill		PERMIT NUMBER 107704	
TOTAL PERMITTED ACREAGE (INCLUDING UNDEVELOPED AREAS)		TOTAL ACREAGE WITH WASTE IN PLACE (INCLUDING OFFICIALLY CLOSED AREAS)		TOTAL ACREAGE WITH OFFICIAL CLOSURE APPROVAL	
SUBTITLE D 93.08	NON-SUBTITLE D 119.87	SUBTITLE D 32.87	NON-SUBTITLE D 119.87	SUBTITLE D 0	NON-SUBTITLE D 12.16
1. How many acres is this financial assurance instrument intended for? 140.58 acres for closure 152.74 acres for post-closure					
2. Description of area (cell number, etc.) Noble Hill/Cell 1, Cell 1, North Ravine, Compound Cell, South Ravine Phase 1 & 2, Cell 2 Phase 1 & 2					
3. What is the approved final cover system design? ☐ Subtitle D: one foot of compacted clay overlain with a geomembrane, a drainage layer and two feet of vegetative soil. ☐ Standard soil cover: two feet of compacted clay overlain with one foot of vegetative soil. (If your facility has both subtitle D and non-subtitle D areas, separate worksheets are advisable for these areas to avoid confusion.)					
4. Has an easement been granted to the Missouri Department of Natural Resources for access to and use of the borrow material for cap construction? ☒ Yes ☐ No					
5. What is the average round-trip distance from the landfill (or phase) to the borrow area? Round trip distance should be to the nearest ½ mile if less than five miles. If more than five miles, round trip distance should be to the nearest mile. If the department does not have an easement to the borrow area, the round trip haul distance is assumed to be 10 miles. 2 miles					
6. What is the approximate volume of soil remaining in the borrow area? 2048839 Clay (cubic yards) 733000 Vegetative soil (cubic yards)					
7. What is the approved gas control system design? ☒ Active extraction system ☐ Passive venting system ☐ No gas control system If you have an active extraction system, check the appropriate box. ☐ a. Required to control gas migration ☐ b. Required under NSPS ☐ c. Required by other agency (city, county, etc.) ☒ d. Specified only by design engineer If you check box "d", is any part of the active gas system constructed at this time? ☒ Yes ☐ No If yes, provide a general description of the portion(s) of the system installed.					
Note: Owners of Subtitle D facilities must provide a closure financial assurance instrument for either an active extraction system or a passive venting system. You must provide a closure FAI for an active system only when you are: 1) Required to install the system by the department to control off-site gas migration, or 2) Required to install the system under the Federal New Source Performance Standards, or NSPS, or 3) Required to install the system by another regulatory agency (city, county, etc.). If you own a Subtitle D facility and meet any of the conditions, complete Form A. If you own a Subtitle D facility and do not meet any of these conditions, you are only required to provide a closure FAI for a passive venting system. Complete Form B if you own a non-Subtitle D facility (with a soil cap), you are not required to provide a closure FAI for a gas control system at all unless you also meet at least one of the above conditions. If you have installed any portion of an active gas control system, you must provide post-closure maintenance funds for the portion of the system constructed. Do this by checking the appropriate box on the post-closure cost worksheet and adding that amount to the total.					

8.	How many ground water monitoring wells do you have?		
	16	wells	
9.	List the primary and secondary wastewater treatment plants used for leachate disposal, and the cost of disposal.		
	(Primary plant)	\$ 0.00511 per gallon	(Secondary Plant) \$ N/A per gallon.
	☒ Check if the facility discharges directly to a wastewater treatment plant.		
10.	What is the estimated post-closure leachate generation rate and how was it derived?		
	(gal/acre/day)	☒ HELP model ☐ Other (please explain.)	
OFFICIALLY CLOSED AREAS			
11.	If any areas of the landfill have been officially closed, list the following information.		
	Area Noble Hill - P1	consisting of 12.16 acres	received official closure 4/18/06 , 14 years post-closure.
	Area	consisting of acres	received official closure , years post-closure.
	Area	consisting of acres	received official closure , years post-closure.
	Area	consisting of acres	received official closure , years post-closure.
	Area	consisting of acres	received official closure , years post-closure.

CLOSURE COSTS**Final Cover System**

Subtitle D (Composite cover)	32.87	acres x \$ 78200	per acre =	\$ 2,570,491.35
		(From Table One)		

Non – Subtitle D (soil cover)	107.71	acres x \$ 43590	per acre =	\$ 4,694,980.35
		(From Table One)		

Gas Control System

Active extraction system (Complete Form A and write the amount in the right column.)	\$	0.00
--	----	------

Passive gas venting system (Complete Form B and write the amount in the right column.)	\$	146,866.24
--	----	------------

Note: Owners are not required to provide an FAI for an **active** gas system unless required to install the system for one of the reasons listed under section 7 of this worksheet. However, owners of Subtitle D landfills are required to provide an FAI for a **passive** gas system if they do not provide one for an active system.

Other Critical Design Features

Include total cost for construction of other critical design features. Attach separate sheet(s) for cost calculations.	\$	24,087.00
--	----	-----------

Total Closure Cost (sum of all lines) (2004 Dollars)	\$	7,436,424.94
---	-----------	---------------------

*** Inflation Update**

Adjust amount from 2004 dollars to present value.

Total closure cost 2004 dollars \$ 7,436,424.94	x current Implicit Price Deflator *	/*Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD
\$ 9,926,883.65		

POST-CLOSURE COSTS**Inseparable Annual Costs**

Annual landfill inspection and reporting			\$	1,000
Gas monitoring and reporting			\$	4,450
Annual groundwater sampling and analysis cost.	16	wells x 2,000 =	\$	32,000.00
Annual groundwater monitoring system maintenance and statistics cost.			\$	13,700
☒ Leachate system maintenance	\$3,100		\$	3,100.00
(Check if applicable and write this amount in the space provided.)				
☒ Leachate testing	\$2,250		\$	2,250.00
(Check if applicable and write this amount in the space provided.)				
☒ Active gas extraction system maintenance and utilities	\$17,600		\$	17,600.00
(Check if applicable and write this amount in the space provided.)				
☒ Passive gas system maintenance	\$1,600		\$	1,600.00
(Check if applicable and write this amount in the space provided.)				

Separable Annual Costs

Cap repair and maintenance	152.74	acres x	=	\$ 42,461.30
		(From Table One)		
☒ Leachate treatment (check if applicable)	acres x	x (Cost per gallon)	=	\$ 16,732.58
		(Gal/Acre/Year)		
☐ Leachate hauling (check if applicable)	0	acres x 0	x \$0.05 =	\$ 0.00
		(Gal/Acre/Year)		

Annual Costs for Other Critical Design Features

Include total annual cost for maintenance of other critical design features. Attach separate sheet(s) for cost calculations. \$ 0.00

Total Annual Post- Closure Cost (2004 Dollars)**Adjust for Inflation**

Adjust Amount for 2004 dollars to present value

Annual closure cost 2004 Dollars \$ x current Implicit Price Deflator*/* Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD = \$ 1.33

Sum of all annual post – closure costs \$ 180,069.84
(Reduction. On the sixth anniversary of receiving official closure, a facility can reduce the post-closure FAI by one year's worth of fund.)

Total Post-Closure Cost

Annual post-closure costs x 30 years \$ 5,402,095.33



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM
FORM B – PASSIVE GAS SYSTEM WORKSHEET

Complete this form only if you own a Subtitle D facility and did not check boxes 7a, 7b, or 7c of the Closure and Post-Closure Cost Worksheet. If you are permitted to install an active system, but checked box 7d (voluntary active system), the number and depths of vents should be the same as the number and depths of wells in the active system.

GAS VENT INSTALLATION

1. DRILLING, CASING, SCREEN

18 # vents x $\frac{89.0}{\text{(AVG. DEPTH)}}$ ft x \$79 / ft = \$ 126,558.00

2. VENT SEALS

18 # vents x 346.0 (each) = \$ 6,228.00

3. TOTAL VENT SYSTEM INSTALLATION COST

(sum lines 1 and 2) \$ 132,786.00

PROFESSIONAL SERVICES

4. DESIGN ENGINEER

Total from line 3 x 6.0% = \$ 7,967.16

5. FIELD SERVICES

Total from line 3 x 3.7% = \$ 4,913.08

6. FINAL REPORT

\$ 1,200.00

7. TOTAL PROFESSIONAL SERVICES

(sum of lines 4, 5 and 6) \$ 14,080.24

TOTAL GAS VENT SYSTEM COST

(sum of lines 3 and 7) \$ 146,866

Implicit Price Deflator Table

Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

[Index numbers, 2012=100] Seasonally adjusted

Last Revised on: July 30, 2020 - Next Release Date August 27, 2020

Line		2004	2004	2004	2004	2005	2005	2005	2005	2006	2006	2006	2006
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Gross domestic product	83.820	84.504	85.056	85.712	86.391	86.996	87.783	88.489	89.107	89.852	90.481	90.815
2	Personal consumption expenditures	83.583	84.155	84.579	85.301	85.787	86.302	87.225	87.907	88.354	89.065	89.708	89.557
3	Goods	88 623	89 118	89 184	90 218	90 055	90 384	91 886	91 982	91 909	92 615	93 155	91 554
4	Durable goods	113 980	113 869	112 991	113 143	112 903	112 745	111 933	111 673	111 203	110 687	110 195	109 495
5	Nondurable goods	77 839	78 573	79 022	80 417	80 283	80 812	83 303	83 546	83 640	84 865	85 846	83 865
6	Services	81 058	81 668	82 270	82 835	83 648	84 259	84 888	85 867	86 579	87 294	87 990	88 581
7	Gross private domestic investment	89.821	90.724	91.536	92.443	93.526	94.421	95.244	96.407	97.312	97.926	98.311	98.998
8	Fixed investment	89 497	90 448	91 214	92 121	93 095	94 003	95 070	96 154	97 061	97 669	98 186	98 935
9	Nonresidential	91 357	91 902	92 133	92 774	93 632	94 231	94 568	95 301	95 891	96 365	96 960	97 718
10	Structures	64 907	66 358	68 149	70 175	72 227	74 121	76 774	79 803	81 868	83 904	85 432	87 635
11	Equipment	104 796	105 180	104 604	104 792	105 282	105 170	104 241	103 770	103 538	103 266	103 604	103 830
12	Intellectual property products	95 510	95 368	95 254	95 216	95 472	95 894	95 990	96 439	96 902	97 038	97 103	97 295
13	Residential	87 631	89 384	91 193	92 625	93 824	95 346	97 865	99 695	101 317	102 265	102 637	103 373
14	Change in private inventories	---	---	---	---	---	---	---	---	---	---	---	---
15	Net exports of goods and services	---	---	---	---	---	---	---	---	---	---	---	---
16	Exports	81 172	82 052	82 476	83 383	84 304	84 874	85 397	85 909	86 436	87 597	88 640	88 633
17	Goods	81 206	82 196	82 495	83 313	84 214	84 787	85 083	85 609	86 088	87 303	88 444	88 452
18	Services	81 117	81 737	82 460	83 579	84 547	85 113	86 188	86 667	87 314	88 340	89 143	89 097
19	Imports	77 425	78 327	79 188	81 159	81 827	82 727	84 372	85 777	85 966	86 996	87 836	86 819
20	Goods	76 427	77 561	78 408	80 371	80 973	82 083	83 951	85 599	85 688	86 665	87 506	86 232
21	Services	83 113	82 734	83 680	85 699	86 755	86 455	86 826	86 844	87 607	88 938	89 769	90 184
22	Government consumption expenditures and gross investment	76.643	77.577	78.628	79.756	80.596	81.506	82.635	83.695	84.333	85.345	86.114	86.843
23	Federal	81 643	82 353	83 107	83 916	85 021	85 789	86 685	87 310	88 048	88 661	89 317	89 776
24	National defense	81 158	81 777	82 592	83 503	84 689	85 508	86 554	87 292	87 990	88 703	89 455	89 942
25	Nondefense	82 499	83 371	84 017	84 643	85 603	86 278	86 901	87 323	88 130	88 566	89 050	89 461
26	State and local	73 646	74 701	75 916	77 222	77 910	78 899	80 158	81 464	82 043	83 285	84 119	85 003
Addendum:													
27	Gross national product	83 795	84 479	85 031	85 687	86 366	86 971	87 758	88 465	89 082	89 827	90 456	90 789

Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

[Index numbers, 2012=100] Seasonally adjusted

Last Revised on: July 30, 2020 - Next Release Date August 27, 2020

Line		2017	2017	2018	2018	2018	2018	2019	2019	2019	2019	2020	2020
		Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
1	Gross domestic product	107.872	108.598	109.237	110.176	110.614	111.140	111.424	112.141	112.531	112.950	113.415	112.803
2	Personal consumption expenditures	106.080	106.772	107.481	108.077	108.498	108.885	109.039	109.722	110.104	110.525	110.878	110.352
3	Goods	94 403	94 789	95 232	95 420	95 318	95 009	94 571	94 984	94 765	94 816	94 598	93 127
4	Durable goods	88 607	88 265	87 958	87 694	87 375	87 102	86 971	86 756	86 372	85 784	85 415	84 448
5	Nondurable goods	97 381	98 176	99 048	99 494	99 519	99 191	98 577	99 356	99 236	99 669	99 540	97 784
6	Services	112 122	112 977	113 828	114 645	115 350	116 120	116 600	117 431	118 150	118 777	119 452	119 505
7	Gross private domestic investment	105.342	105.820	106.359	107.430	107.505	107.991	108.373	109.030	109.115	109.355	110.255	109.889
8	Fixed investment	106 268	106 499	107 183	107 843	108 330	108 622	109 277	109 766	110 048	110 098	110 446	110 670
9	Nonresidential	102 182	102 245	102 438	102 750	103 069	103 254	103 884	104 341	104 457	104 343	104 590	104 784
10	Structures	113 405	113 418	113 406	114 071	114 644	116 194	117 328	118 609	119 232	119 662	120 118	119 835
11	Equipment	97 574	97 571	97 485	97 497	97 882	97 866	98 079	97 991	97 757	97 721	97 887	97 806
12	Intellectual property products	101 164	101 351	102 055	102 550	102 615	102 260	103 147	103 846	104 126	103 603	103 836	104 597
13	Residential	124 332	125 271	128 045	130 224	131 455	132 228	132 984	133 609	134 650	135 452	136 240	136 597
14	Change in private inventories	---	---	---	---	---	---	---	---	---	---	---	---
15	Net exports of goods and services	---	---	---	---	---	---	---	---	---	---	---	---
16	Exports	96 035	97 335	98 199	99 417	99 721	99 398	98 557	99 337	98 764	98 351	97 740	93 093
17	Goods	90 207	91 432	92 290	93 646	93 860	93 203	92 002	92 547	91 565	91 177	90 113	84 694
18	Services	109 124	110 589	111 464	112 354	112 867	113 319	113 326	114 646	115 015	114 544	115 014	112 198
19	Imports	88 805	89 978	91 461	91 524	91 859	91 419	90 519	90 713	89 970	89 650	89 337	86 381
20	Goods	85 389	86 640	88 207	88 158	88 459	87 910	86 822	86 981	86 082	85 670	85 336	82 142
21	Services	106 744	107 498	108 519	109 202	109 730	109 892	110 029	110 402	110 499	110 666	110 469	109 051
22	Government consumption expenditures and gross investment	107.585	108.717	109.897	110.929	111.817	112.588	112.927	113.253	113.544	114.019	114.524	113.931
23	Federal	105 998	106 825	107 954	108 754	109 405	110 212	111 478	110 762	110 924	111 285	111 209	111 016
24	National defense	104 513	105 287	106 409	107 210	107 862	108 383	108 814	109 112	109 341	109 738	109 697	109 072
25	Nondefense	108 334	109 242	110 383	111 182	111 832	113 079	115 655	113 349	113 409	113 712	113 582	114 038
26	State and local	108 658	109 976	111 188	112 363	113 397	114 146	113 911	114 887	115 259	115 808	116 685	115 829
Addendum:													
27	Gross national product	107 839	108 564	109 206	110 141	110 580	111 104	111 388	112 102	112 492	112 911	113 375	---

Waste Water Treatment Cost - City of Springfield Letter

INTEROFFICE MEMORANDUM

TO: ERICK ROBERTS
FROM: HEATHER HOGGARD *H2*
SUBJECT: LANDFILL LEACHATE TREATMENT, 01/01/2020 – 3/31/2020
DATE: 04/09/2020

Please find the following charges for landfill leachate discharged to the Northwest Cleanwater Plant from January 1, 2020 through March 31, 2020.

January 1, 2020 – March 31, 2020 (3rd Qtr. 2020 Fiscal Year) 7,258,600 Gallons

$7,258,600 \text{ Gallons} / 748 = 9,704 \text{ CCF}$

$9,704 \text{ CCF} \times \$ 2.40 = \$ \underline{23,289.60}$

\$ 23,289.60 is requested to be transferred to:

Fund 53010

Dept 08

Org 30010

Acct 413030

Clean Water Operations
755 N Franklin Ave. • Springfield, Missouri 65802-4121
(417) 864-1544 • www.springfieldmo.gov


CITY OF
Springfield
ENVIRONMENTAL
SERVICES

INTEROFFICE MEMORANDUM

TO: ERICK ROBERTS
FROM: HEATHER HOGGARD *H2*
SUBJECT: INDUSTRIAL PRETREATMENT FEES, 07/01/2019 – 06/30/2020
DATE: 07/26/19

Please find the following charges for the annual Industrial Pretreatment fees associated with the Springfield Sanitary Landfill from July 1, 2019 through June 30, 2020.

2020 Fiscal Year	SIU Charge- \$ 5,327.00
	Lab Costs- 894.00
	Total \$ 6,221.00

\$ 6,221.00 is requested to be transferred to:

Fund 53010

Dept 08

Org 34510

Acct 412030

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 09-15-20

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 221

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract with
2 Motorola Solutions for the purchase of Watch Guard body worn
3 cameras and all necessary hardware to implement a Body Worn
4 Camera program for the Springfield Police Department and
5 approving the use of the Minor Neighborhood Improvement
6 Program funds from the 1/4-Cent Capital Improvement Sales Tax.
7
8

9 WHEREAS, the Springfield Police Department desires to implement a Body
10 Worn Camera ("BWC") program to increase transparency and serve as an investigative
11 tool; and
12

13 WHEREAS, the implementation of a BWC program involves not only the
14 purchase of cameras but must also include a data storage solution and provide a
15 mechanism to efficiently search and share the data; and
16

17 WHEREAS, the Springfield Police Department has determined that
18 Motorola/Watch Guard is the best fit for current and future needs; and
19

20 WHEREAS, this purchase will not only provide the body cameras and associated
21 accessories, but also includes CAD integration for auto-correlation, redaction, judicial
22 sharing, and unlimited cloud storage in Command Central for unlimited agency-wide
23 users, training and deployment.
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 a contract with Motorola Solutions for the purpose of purchasing the hardware
30 necessary to implement a Body Worn Camera program; said contract to be substantially
31 in form and content as that document attached hereto and incorporated herein by
32 reference as "Exhibit A."
33

34 Section 2 – The initial cost of \$612,376.00 will be funded out of the 1/4-Cent
35 Capital Improvements Sales Tax Minor Neighborhood Improvements Fund, with the
36 total cost split among the four zones as follows:

37	Zone 1	Zone 2	Zone 3	Zone 4	Total
38					
39					
40	\$153,244.00	\$233,077.00	\$14,394.00	\$211,661.00	\$612,376.00

41
42 Section 3 – This Ordinance shall be in full force and effect from and after
43 passage.

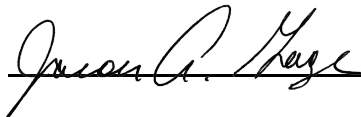
44
45 Passed at meeting: _____

46
47 _____
48 Mayor

49
50 Attest: _____, City Clerk

51
52 Filed as Ordinance: _____

53
54 Approved as to form: , Assistant City Attorney

55
56
57 Approved for Council action: , City Manager
58

EXPLANATION TO COUNCIL BILL 2020 - 221

FILED: 09-15-20

ORIGINATING DEPARTMENT: Public Works/Police

PURPOSE: Authorizing the City Manager, or his designee, to enter into a contract with Motorola Solutions for the purchase of Watch Guard body worn cameras and all necessary hardware to implement a Body Worn Camera program for the Springfield Police Department and approving the use of the Minor Neighborhood Improvement Program funds from the 1/4-Cent Capital Improvement Sales Tax.

BACKGROUND INFORMATION: The implementation of a Body Worn Camera ("BWC") program involves not only the purchase of the cameras but must also include a data storage solution and provide a mechanism to efficiently search and share the data as required/requested. In anticipation of providing BWC to officers, SPD has tested and evaluated a wide variety of products over the last 8 years and has determined that Motorola/Watch Guard is the best fit to meet the current and future needs of the department and the community. This purchase will not only provide the body cameras and associated accessories, but also includes CAD integration for auto-correlation, redaction, judicial sharing, unlimited cloud storage in Command Central for unlimited agency-wide users, training and deployment. The total initial (first year) cost to fully implement the BWC program, comprised of 240 BWC is \$612,376.

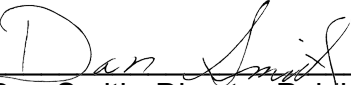
City Council has indicated support for funding the BWC program from the Minor Neighborhood Improvement Program (Pothole Funds) from the 1/4-Cent Capital Improvement Sales Tax. The current balances of the Zone Pothole accounts are noted below, including the allocation of the first-year costs of the proposed BWC program and the revised balances if this program is approved for funding from the Pothole Funds (amounts rounded to nearest dollar).

	Zone 1	Zone 2	Zone 3	Zone 4	Total
Current Balance	\$201,646	\$281,479 *	\$62,797	\$260,063	\$805,985
Proposed BWC	<u>(153,244)</u>	<u>(233,077)</u>	<u>(14,394)</u>	<u>(211,661)</u>	<u>(612,376)</u>
Revised Balance	48,402	48,402	48,403	48,402	193,609

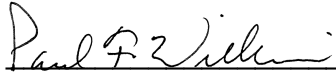
** Zone 2 balance will be after pending approval of requested stormwater project.

REMARKS: This program supports the City Council Priority of Public Safety. This would be the second project approved during Fiscal Year 2020-2021 for funding from the Pothole Funds pending the approval of a Zone 2 stormwater project for \$100,000 requested separately and noted above. The Public Works and Police Departments recommend approval of this Council Ordinance.

Submitted by:

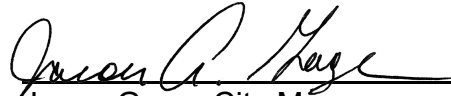


Dan Smith, Director Public Works



Paul F. Williams, Chief of Police

Approved by:



Jason Gage, City Manager

Exhibit A

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT For EVIDENCELIBRARY.COM

This Software as a Service Agreement (this “**Agreement**”), effective as of _____ (the “**Effective Date**”), is by and between WatchGuard Video, Inc., a Delaware corporation with offices located at 415 E Exchange Parkway, Allen, TX 75002 (“**Provider**”, “**we**” or “**us**”) and The City of Springfield, Missouri (“**Customer**” or “**you**”).

WHEREAS, Provider provides access to its software-as-a-service offerings to its customers;

WHEREAS, Customer desires to access certain software-as-a-service offerings described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/ownership of more than 50% of the voting securities of a Person.

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Customer Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

“**Customer Failure**” has the meaning set forth in Section 4.2.

"Customer Indemnitee" has the meaning set forth in Section 12.1.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"Disclosing Party" has the meaning set forth in Section 9.1.

"Documentation" means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"Fees" has the meaning set forth in Section 8.1.

"Force Majeure Event" has the meaning set forth in Section 15.9.

"Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement. Harmful Code does not include any Provider Disabling Device.

"Indemnitee" has the meaning set forth in Section 12.3.

"Indemnitor" has the meaning set forth in Section 12.3.

"Initial Term" has the meaning set forth in Section 14.1.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of

taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. “**Processing**” and “**Processed**” have correlative meanings.

“**Provider Disabling Device**” means any software, hardware, or other technology, device, or means used by Provider or its designee to disable Customer’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

“**Provider Indemnitee**” has the meaning set forth in Section 12.2.

“**Provider Materials**” means the Services, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

“**Provider Personnel**” means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

“**Provider Systems**” means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

“**Receiving Party**” has the meaning set forth in Section 9.1.

“**Renewal Term**” has the meaning set forth in Section 14.2.

“**Representatives**” means, with respect to a party, that party’s and its Affiliates’ employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

“**Resultant Data**” means data and information related to Customer’s use of the Services and/or information compiled from Customer Data that is used by Provider in an aggregate and anonymized manner, for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or Customer-requested maintenance, repairs, analytical or diagnostic services related to the Services, Provider Systems or Customer Data; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement, Service Level performance metrics, or the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services.

“**Scheduled Downtime**” has the meaning set forth in [Exhibit B](#).

“**Service Allocation**” has the meaning set forth in Section 3.4.

“**Service Level Failure**” has the meaning set forth in [Exhibit B](#).

“**Services**” means the software-as-a-service offering described in [Exhibit A](#).

"Specifications" means the specifications for the Services set forth in Exhibit B.

"Subcontractor" has the meaning set forth in Section 2.7.

"Support Services" has the meaning set forth in Section 5.4.

"Term" has the meaning set forth in Section 14.2.

"Third-Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

2. Services.

2.1 Access and Use. Subject to and conditioned on your and your Authorized Users' compliance with the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, non-transferable (except in compliance with Section 15.8)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to your internal use. We will provide you with Access Credentials as of the Effective Date.

2.2 Documentation License. We hereby grant you a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 15.8) license to use the Documentation during the Term solely for your internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) We have and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by you or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or us; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with us and the respective rights holders in the Third-Party Materials.

2.5 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

2.6 Changes. (a) Changes to the Services. We reserve the right, in our sole discretion, to make any changes to the Services and Provider Materials that we deem necessary or useful to: (1) maintain or enhance (i) the quality or delivery of our services to our customers, (ii) the competitive strength of or market for our services, or (iii) the Services' cost efficiency or performance; or (2) to comply with applicable Law. We will notify you of any material change to the Services or Provider Materials.

(b) Changes to this Agreement. We may revise, update or supplement this Agreement from time to time. Any such revision, update or supplement shall become effective immediately. We will notify you of any changes to this Agreement, and your continued use of the Services following your receipt of notice means that you agree to the terms and conditions of this Agreement as revised, updated or supplemented.

2.7 Subcontractors. We may from time to time in our discretion engage third parties to perform Services (each, a “Subcontractor”).

2.8 Suspension or Termination of Services. We may, directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny your, any Authorized User’s, or any other Person’s access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires us to do so; or (b) we reasonably believe that: (i) you or any Authorized User have failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) you or any Authorized User are, have been, or are likely (in our reasonable judgment) to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. If we suspend your right to access the Services as a result of your failure to comply with your responsibilities under this Agreement you will remain responsible for payment of Fees you incur during the period of suspension. This Section 2.8 does not limit any of our other rights or remedies, whether at law, in equity, or under this Agreement.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. You shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, you shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider’s provision of services to any third party, in whole or in part;
- (g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;

(h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;

(i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage; or

(j) otherwise access or use the Services or Provider Materials beyond the scope of or is inconsistent with the authorization granted under this Section 3.1.

3.2 Service Usage. Exhibit A sets forth the subscription terms and Fees for the two designated levels of usage and data storage available for Customer Data (each a “**Service Allocation**”). We will use commercially reasonable efforts to notify you in writing if your use of the Services exceeds the storage limits or other use parameters of the Service Allocation you have selected, at which point we may mutually agree to adjust your Service Allocation and corresponding Fee obligations in accordance with applicable Specifications. You acknowledge that exceeding your then-current Service Allocation may result in service degradation for you and other of our customers, and you therefore agree that we have no obligation to allow you to exceed your then-current Service Allocation, regardless of whether the Services fail to meet the availability requirements (as defined in Exhibit B) during such period.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. You shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to your premises and Customer Systems as is necessary for Provider to perform the Services in accordance with the Availability Requirement and Specifications; (c) provide all cooperation and assistance as we may reasonably request to enable us to exercise our rights and perform our obligations under and in connection with this Agreement; (d) ensure that your use of the Services is in compliance with applicable laws, rules and regulations; (e) set up and enable any hardware or networks that connect to the Services and ensure that all such hardware and networks properly interact with the Services and its hardware and software component parts; (f) maintain responsibility for the Customer Data before it is uploaded to the Services platform; and (g) establish any security settings you deem necessary and appropriate for your network and Customer Data.

4.2 Effect of Customer Failure or Delay. We are not responsible or liable for any delay or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your obligations under this Agreement (each, a “**Customer Failure**”).

4.3 Corrective Action and Notice. If you become aware of any actual or threatened activity prohibited by Section 3.1, you shall, and shall cause your Authorized Users to, immediately: (a) take all reasonable and lawful measures within your or their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained

unauthorized access); and (b) notify us of any such actual or threatened activity.

5. Service Levels.

5.1 Service Levels. Subject to the terms and conditions of this Agreement, we will use commercially reasonable efforts to make the Services Available as set forth in Exhibit B.

5.2 Service Support. The Services include our standard customer support services ("**Support Services**") in accordance with our service support schedule then in effect from time to time.

6. Data Backup and Redundancy. We will take reasonable measures to provide Customer with locally redundant storage ("**Local Storage**") within the data center in which the Customer Data resides. At your request, we may provide for geo-redundant storage ("**Geo Storage**") for replication of the Customer Data in a secondary data center that is geographically distant from the first data center. A Geo Storage election is considered an upgrade of the standard Local Storage account and will require payment of additional Fees and execution of an addendum to this Agreement. You are responsible for implementing and maintaining all such Customer Data backup and disaster recovery processes you deem appropriate for your local computer systems and information technology infrastructure.

7. Security.

7.1 Provider Systems and Security Obligations. Without limiting the representations, warranties and disclaimers in Section 11 or your obligations under Sections 6, 7.4 and 7.5, we will implement reasonable and appropriate measures designed to help you secure the Customer Data against unlawful loss, access or disclosure. However, (i) we are not responsible for the accuracy, completeness or success of any efforts for replication, restoration, or recovery of Customer Data that you or Microsoft may take; and (ii) we are not liable for damage to, or loss or corruption of Customer Data from any cause, including failure of any storage, replication or redundancy capabilities of any data center(s) in which Customer Data may be located.

7.2 Data Privacy. Subject to the rights granted to us in Section 10.3, we will not access or use Customer Data except as necessary to maintain or provide the Services, or as necessary to comply with applicable Law or a binding order of a court or governmental agency. We will not (a) disclose Customer Data to any government, government agency or third party, or (b) subject to Section 3.2, move Customer Data except as necessary to comply with applicable Law or a binding order of a court or governmental agency. Unless we are prohibited from doing so by applicable Law, we will give you notice of any such legal requirement or order.

7.3 Prohibited Data. You acknowledge that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) International Traffic in Arms Regulations ("**ITAR**") related data, (each of the foregoing, "**Prohibited Data**"). You shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the Provider Systems, or any Provider Personnel. You are solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

7.4 Customer Control and Responsibility. (a) You have and will retain sole responsibility for: (1) all Customer Data,

including its content and use; (2) all information, instructions, and materials provided by or on your behalf or by or on behalf of any Authorized User in connection with the Services; (3) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services ("**Customer Systems**") ; (4) the security and use of Access Credentials by you and your Authorized Users; and (5) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or your or your Authorized Users' Access Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(b) You understand and agree that all transactions you undertake using the Services are between you and the parties with which you are transacting. Certain features and capabilities of the Services may link you to or provide you with access to third-party content such as networks, websites, and information databases that we do not operate or control ("**Third-Party Services**"). We are not responsible for your contact with, access to or use of any Third-Party Services or any losses or damage you may experience from such contact, use or access, unless such losses or damages directly resulted from our material breach of our obligations under this Agreement.

7.5 Access and Security. You agree to employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

8. Fees and Payment

8.1 Fees. You agree to pay us the fees set forth in Exhibit A ("Fees") in accordance with this Section 8.

8.2 Taxes. All Fees and other amounts payable by you under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, you are responsible for all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on our income.

8.3 Late Payment. If you fail to make any payment when due then, in addition to all other remedies that may be available:

- (a) We may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;
- (b) you shall reimburse us for all costs we incur in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
- (c) if such failure continues for thirty (30) days following written notice thereof, we may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to you or any other Person by reason of such suspension.

8.4 No Deductions or Setoffs. All amounts payable to us under this Agreement shall be paid by you in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

9. Confidentiality

9.1 Confidential Information. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 9.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that

the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential".

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;
- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.
- (f) notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

10. Intellectual Property Rights.

10.1 Provider Materials. We retain all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. We expressly retain all other rights in and to the Provider Materials. In furtherance of the foregoing, you hereby unconditionally and irrevocably grant to us an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Customer Data. As between you and us, you are and will remain the controller and sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Consent to Use Customer Data. You hereby irrevocably grant all such rights and permissions in or relating to Customer Data as are necessary or useful to us, our Subcontractors, and Provider Personnel to (a) provide the Services, (b) to analyze the Customer Data to (i) operate, maintain, manage, and improve our products and services, and (ii) create new products and services, (b) enforce this Agreement, (c) compile the Resultant Data, and (d) exercise such rights as we, our Subcontractors, and Provider Personnel may require to perform our obligations hereunder.

11. Representations and Warranties.

11.1 Provider Representations, Warranties, and Covenants. We represent, warrant, and covenant to you that we will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet our obligations under this Agreement.

11.2 Customer Representations, Warranties, and Covenants. You represent, warrant, and covenant to us that you own or otherwise have and will maintain the necessary rights and consents in and relating to the Customer Data so that, as received by us and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 11.1 AND 11.2, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS." WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1 Provider Indemnification. We agree to indemnify, defend, and hold harmless you and your officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by you or a Customer Indemnitee resulting from any Action by a third party (other than your Affiliate) that your use or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party's U.S. Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises

from:

- (a) Third-Party Materials or Customer Data;
- (b) access to or use of the Provider Materials in combination with any hardware, system, software, network, or other materials or service that we did not provide or that was not specified for your use in the Documentation;
- (c) modification of the Provider Materials other than: (i) by or on behalf of us; or (ii) with our written approval in accordance with our written specification; or
- (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to you by or on behalf of us.

12.2 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1. The party seeking indemnification (the “**Indemnatee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnatee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnatee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnatee without the Indemnatee’s prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnatee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnatee may deem appropriate.

12.3 Mitigation. If any of the Services or Provider Materials are, or in our opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if you or any Authorized User’s use of the Services or Provider Materials is enjoined or threatened to be enjoined, we may, at our option and sole cost and expense:

(a) obtain the right for you to continue to use the Services and Provider Materials materially as contemplated by this Agreement;

(b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or

(c) by written notice to you, terminate this Agreement with respect to all or part of the Services and Provider Materials, and require that you immediately cease any use of the Services and Provider Materials or any specified part or feature thereof.

12.4 Sole Remedy. THIS SECTION 12 SETS FORTH YOUR SOLE REMEDIES AND OUR SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL WE OR ANY OF OUR LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (d) COST OF REPLACEMENT GOODS OR SERVICES, (e) LOSS OF GOODWILL OR REPUTATION, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO US UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM MADE BY CUSTOMER. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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

15. Term and Termination.

15.1 Initial Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of this Agreement's express provisions, will continue in effect until three (3) years from such date (the "**Initial Term**"), subject to final appropriation by City Council for future budget years.

15.2 Renewal Term. Upon expiration of the Initial Term this Agreement will automatically renew for successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

15.3 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) we may terminate this Agreement, effective on written notice to you, if you: (i) fail to pay any amount when

due hereunder, and such failure continues more than 30 days after we provide you with written notice thereof; or (ii) breach any of your obligations under Section 3.1, Section 7.3, or Section 9;

(b) either party may terminate this Agreement, effective on 30 days written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

15.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) we agree to immediately cease all use of any Customer Data or your Confidential Information and (i) promptly return to you, or at your written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or your Confidential Information; and (ii) subject to Section 15.5, permanently erase all Customer Data and your Confidential Information from all systems we directly or indirectly control; provided that, for clarity, our obligations under this Section 15.4(b) do not apply to any ResultantData;

(c) you agree to immediately cease all use of any Services or Provider Materials and (i) promptly return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or our Confidential Information, and (ii) permanently erase all Provider Materials and our Confidential Information from all systems you directly or indirectly control;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) we may retain Customer Data; and (iii) you may retain Provider Materials, in the case of each of subclause (i), (ii) and (iii), in its then current state and solely to the extent and for so long as required by applicable Law; (iv) we may also retain Customer Data in our backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course pursuant to Section 15.5; and (v) all information and materials described in this Section 15.4(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;

(e) we may disable your and your Authorized User's access to the Services and the Provider Materials;

(f) if you terminate this Agreement pursuant to Section 15.3(b), you will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and we will refund to you Fees paid in advance for Services that we have not performed as of the effective date of termination; and

(g) if we terminate this Agreement pursuant to Section 15.3(a) or Section 15.3(b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and you agree to pay such Fees, together with all previously-accrued but not yet paid Fees on receipt of our invoice therefor.

15.5 Return of Customer Data.

(a) During the Term. You may retrieve Customer Data at any time during the Term.

(b) Upon Termination. We will not delete Customer Data for a period of 60 days following termination (the “**Post - Termination Retention Period**”). During the Post-Termination Retention Period you may retrieve Customer Data only if you have paid all amount due under this Agreement. We will make the Customer Data available to you in a non-proprietary format and assist you with retrieval during the Post-Termination Retention Period. You agree to pay our reasonable expenses, on a time and materials basis, for the assistance we provide in assisting you with retrieval of the Customer Data. WE HAVE NO OBLIGATION TO MAINTAIN THE CUSTOMER DATA BEYOND THE POST-TERMINATION RETENTION PERIOD, AND WE MAY THEREAFTER DELETE THE CUSTOMER DATA, UNLESS LEGALLY PROHIBITED FROM DOING SO, OR UNLESS AN EXTENSION OF THE POST-TERMINATION RETENTION PERIOD IS AGREED TO. Upon your request and provided that you have paid all amounts due under this Agreement, we may agree to a reasonable extension of the Post-Termination Retention Period. If we are legally prevented from deleting the Customer Data beyond the Post-Termination Retention Period you agree to pay all costs associated with continued storage until the Customer Data is either deleted or retrieved by you.

15.6 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 9, Section 11.4, Section 12, Section 13, Section 15.4, Section 15.5, this Section 15.6, and Section 16.

16. Miscellaneous.

16.1 Further Assurances. Upon a party’s reasonable request, the other party shall, at the requesting party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that we may, without your consent, include or display your name, logo and other indicia in our lists of current or former customers in promotional and marketing materials.

16.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.4):

If to Provider: 415 E. Exchange Parkway, Allen, TX 75002
Facsimile (214) 383-9661
Email: watchguard.contracts@motorolasolutions.com
Attention: Contract Management

If to Customer: 321 E Chestnut Expressway, Springfield, MO 65802

Facsimile:(417)864-2052
Email:pfwilliams@springfield
mo.gov
Attention: Paul F. Williams, Chief of Police

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.5 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, and attachments mean the sections of, and exhibits, schedules, and attachments attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, and attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

16.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, and attachments and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, and attachments; (b) second, the exhibits, schedules, and attachments to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

16.8 Assignment. Neither party may assign or transfer this Agreement or its rights or obligations hereunder without the prior consent of the other party; provided, that we may assign or transfer this Agreement or any of our rights or obligations hereunder without your consent in connection with (a) the sale of all or substantially all of our stock or assets; (b) a merger or acquisition, whether we are the surviving or disappearing entity; (c) a corporate reorganization; or (d) transfer to a subsidiary or affiliate entity. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

16.9 Force Majeure.

(a) No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or

slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16.11 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.13 U.S. Government Rights. The Services are provided to the U.S. government as “commercial items”, “commercial computer software”, commercial computer software documentation”, and “technical data”, with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. government and these terms fail to meet the U.S. government’s needs or are inconsistent in any respect with federal law, you agree to immediately discontinue use of the Services. The terms as “commercial items”, “commercial computer software”, commercial computer software documentation”, and “technical data” as used in this Section 15.13 have the same meaning as in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

16.14 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the state in which your principal headquarters is located. The United Nations Convention for International Sale of Goods does not apply to this Agreement.

16.15 Dispute Resolution. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to any applicable conflict of law or choice of law rules. Venue of any dispute arising out of, in connection with or in any way related to this Agreement shall be in a state district court of competent jurisdiction in Dallas County, Texas, or the United States District Court for the Eastern District of Texas.

15.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15.16

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF SPRINGFIELD, MISSOURI

WATCHGUARD VIDEO, INC.

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

EXHIBIT A

SERVICES, SERVICE ALLOCATION and FEES

The Services: Cloud-based, software-as-a-service evidence management data storage platform using Microsoft Azure Government Cloud Storage services fully-hosted in one or more secure Microsoft data centers.

**Service Allocations
and Fees:**

Plan I (Unlimited)

Unlimited Storage available for customers with data retention policies as follows:

- a one-year storage period for non-evidentiary recordings;
- a 10-year storage period for evidentiary recordings; and
- the video recording policy is event-based (i.e. policies that do not require officers to record entire shifts)

For purposes of this Plan, the term “evidentiary recordings” refers to data having relevance to a legal trial or regulatory hearing.

Plan costs are based on a per-device basis, which means that the Plan does not have a per-user fee, meaning that an unlimited number of users can access data using the Services.

This Plan also features unlimited data sharing, using the Company’s CLOUD-SHARE on-premises software.

Plan cost is based upon the customer’s choice of two options: (a) a per-device fee of \$495 per contract year for assigned (i.e., individual use) devices, or (b) a per-device fee of \$695 per contract year for pooled (i.e., shared) devices. There is also a \$0.03 per GB per device per month for storage that does not meet these requirements.

When the actual usage across all devices averages less than 700 GB per device over a contract year, at the end of each calendar year the customer will be rebated an amount equal to \$0.03 per GB per month (\$0.36 per GB per calendar year) for each GB under 700 GB actually used per device. The rebate is offered in cash or as a credit against future charges for the Services.

Plan II (Actual Usage)

Plan cost is based upon a per-device fee of \$245 per calendar year for assigned (i.e., individual) devices, or \$345 per device per calendar year for pooled (i.e., shared) devices, plus a flat fee of \$0.03 per GB per device per month.

There are no limitations on the number of users who may access data using the Services under this Plan.

This Plan is available for both event-based and shift-based video recording policies.

EXHIBIT B
SERVICE LEVEL AGREEMENT
CLOUD ADDENDUM
EVIDENCELIBRARY.COM

The following Cloud Addendum (the “**Addendum**”) is being provided as an Addendum and becomes a part of the Software as a Service Subscription Agreement for Evidencelibrary.com (the “**Agreement**”) and sets forth the cloud terms relating to Customer’s use of the Services thereunder.

Provider

If any term in this Addendum conflicts with a term in the main body of the Agreement, this Addendum will govern.

1. DATA STORAGE. Provider will determine, in its sole discretion, the location of the stored content for the Services, provided that all content for North American Customers will reside within North America and all content for U.S. government Customers will reside within the United States.

2. DATA RETRIEVAL. Evidencelibrary.com will leverage different types of storage to optimize the Services, as determined in Provider’s sole discretion. For multimedia data, such as videos, pictures, audio files, Provider will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Provider will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

3. API SUPPORT. Provider will use commercially reasonable efforts to maintain the Application Programming Interface (“API”) offered as part of the Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, Provider will provide reasonable advance notification to Customer. If an API presents a security risk to the Subscription Services or the Solution, Provider will discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond Provider’s control that may impact Provider’s ability to achieve this goal, including but not limited to a Force Majeure.

Additionally, Provider will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification

2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5. MAINTENANCE

Scheduled maintenance of the Services will be performed periodically. Provider will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Provider will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

6.5 Wi-Fi Network Requirements

6.5.1 If any of the below items apply, additional deployment services fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20MBps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

6.5.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite

One-rdg. _____
P. Hmgs. _____
Pgs. 207
Filed: 09-15-20

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-226

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING and directing the issuance, sale and delivery by the City of
2 Springfield, Missouri, of Special Obligation Improvement Bonds
3 (Airport Hangar Facility), Series 2020A (AMT), in a principal amount
4 not to exceed \$12,000,000 for the purpose of providing funds to
5 pay costs related to improvements to the City's airport facilities;
6 amending the Fiscal Year 2020-2021 budget of the City in the
7 amount of \$12,899,357.00; authorizing and approving certain
8 documents in connection with the issuance of the Bonds;
9 authorizing certain other documents and actions in connection
10 therewith; and declaring an emergency.
11 _____
12

13 WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home
14 rule charter city and political subdivision of the State of Missouri, duly created,
15 organized and existing under and by virtue of the Constitution and laws of the State of
16 Missouri and the City's charter; and
17

18 WHEREAS, the City desires to issue Special Obligation Improvement Bonds
19 (Airport Hangar Facility), Series 2020A (AMT) (the "Bonds"), in a principal amount not to
20 exceed \$12,000,000 to; (1) finance improvements to the City's airport facilities (the
21 "Project"), (2) fund the debt service reserve fund for the Bonds, (3) fund capitalized
22 interest on the Bonds, and (4) provide for payment of costs of issuance of the Bonds;
23 and
24

25 WHEREAS, the City is authorized under the City's charter and the Constitution of
26 the State of Missouri to issue and sell special obligation bonds for the purpose of paying
27 all or a part of the cost of financing the Project, with the principal of and interest on such
28 special obligation bonds being payable by the City only upon appropriation of moneys
29 therefore by the City Council; and
30

31 WHEREAS, the City presently intends to satisfy its obligation to make debt
32 service payments on the Bonds, the proceeds of which are used to finance the Project,

33 from amounts annually appropriated by the City Council from balances in the City's
34 airport fund; and
35

36 WHEREAS, the Bonds shall not constitute a general obligation of the City, nor
37 shall the Bonds constitute an indebtedness of the City within the meaning of any
38 constitutional, statutory or charter provision, limitation or restriction, and the taxing
39 power of the City will not be pledged to the payment of the principal of or interest on the
40 Bonds; and
41

42 WHEREAS, the amendment to the budget for the City for the Fiscal Year 2020-
43 2021 related to the issuance of the Bonds has been recommended and approved by the
44 City Manager.
45

46 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
47 SPRINGFIELD, MISSOURI, as follows, that:
48

49 Section 1 – Authorization of Bonds. There shall be issued and hereby are
50 authorized and directed to be issued one series of special obligation bonds designated
51 as follows: Special Obligation Improvement Bonds (Airport Hangar Facility), Series
52 2020A (AMT) (the “Bonds”) (with such additional appropriate series identifier as the
53 officers of the City deem necessary), in a principal amount not to exceed \$12,000,000,
54 for the purpose of paying all or part of the costs of financing the Project, funding the
55 debt service reserve fund for the Bonds, funding capitalized interest on the Bonds and
56 paying costs related to the issuance of the Bonds.
57

58 Section 2 – Description of Bonds. The Bonds shall consist of fully registered
59 bonds without coupons, numbered from R-1 upward in order of issuance, in
60 denominations of \$5,000 or any integral multiple thereof. The Bonds shall be
61 substantially in the form set forth in the Indenture (described below), and shall be
62 subject to registration, transfer and exchange as provided in the Indenture. The Bonds
63 shall be dated as of their date of issuance, shall bear interest at fixed interest rates not
64 to exceed 4.50 percent per annum with a true interest cost not exceeding 3.00 percent
65 per annum (computed on the basis of a 360-day year of twelve 30-day months) from the
66 date thereof or from the most recent interest payment date for the Bonds to which
67 interest has been paid or duly provided for, payable semiannually on March 1 and
68 September 1 in each year, beginning on March 1, 2021. The Bonds shall have such
69 other terms to be determined in the manner described in the following paragraph.
70

71 City Council does hereby establish a Final Terms Committee for the Bonds (the
72 “Committee”) to consist of two members, being the Mayor and the Director of Finance,
73 which Committee acting unanimously is hereby authorized for and on behalf of the City
74 to establish for the Bonds (a) the principal amount of the Bonds, which shall not exceed
75 \$12,000,000, (b) the principal maturity dates of the Bonds and the principal amount
76 thereof maturing on such dates, with a final maturity not later than the year 2040, (c) the
77 purchase price for the Bonds shall not be less than 95 percent of the principal amount
78 thereof, (d) the weighted average maturity of the Bonds shall not be less than 10 years

nor more than 14 years, (e) the dates on which the Bonds are to be redeemed pursuant to the optional and any mandatory redemption provisions of the Indenture, as applicable, and the principal amount thereof to be redeemed on such dates, (f) the interest rates to be borne by the Bonds, at fixed interest rates not to exceed 4.50 percent per annum with a true interest cost not exceeding 3.00 percent per annum, and (g) an underwriter's discount not to exceed 0.90 percent of the proceeds of the Bonds, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price (including any discount or premium) which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Bonds in the then bond market for the Bonds. The determination of the Committee and the final terms of the Bonds shall be set forth in the Indenture and the Bond Purchase Agreement (herein defined) upon the execution thereof.

Section 3 – Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by the City Council of the City at this meeting (copies of which documents are attached hereto), with such changes therein as shall be approved by the officers of the City executing such documents:

- (a) Trust Indenture (the "Indenture") between the City and BOKF, N.A., as Trustee (the "Trustee"), pursuant to which the Bonds shall be issued, in substantially the form attached hereto as "Exhibit A";
- (b) Official Statement (the "Official Statement") setting forth information relating to the City and the Bonds (in the form of a Preliminary Official Statement which is herein approved in substantially the form attached hereto as "Exhibit B");
- (c) Tax Compliance Agreement between the City and the Trustee entered into in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Bonds, to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f) as set forth in the Tax Compliance Agreement, in substantially the form attached hereto as "Exhibit C";
- (d) Continuing Disclosure Agreement between the City and the Trustee, as Dissemination Agent, under which the City agrees to provide continuing disclosure of certain financial information, operating data and material events, for the benefit of the owners of the Bonds and to assist Stifel, Nicolaus & Company, Incorporated (the "Purchaser") in complying with Rule 15c2-12 of the Securities and Exchange Commission, in substantially the form attached hereto as "Exhibit D"; and

- 125
126 (e) Bond Purchase Agreement (the "Bond Purchase Agreement") under which
127 the City agrees to sell the Bonds to the Purchaser at the purchase price
128 and upon the terms and conditions set forth therein, in substantially the
129 form attached hereto as "Exhibit E."
130

131 Section 4 – Preliminary and Final Official Statement. The Preliminary Official
132 Statement, in substantially the form attached hereto as "Exhibit B," is hereby ratified and
133 approved, and the final Official Statement is hereby authorized and approved by
134 supplementing, amending and completing the Preliminary Official Statement, with such
135 changes and additions thereto as are necessary to conform to and describe the
136 transaction. The City Manager is hereby authorized to execute the final Official
137 Statement as so supplemented, amended and completed, and the use and public
138 distribution of the final Official Statement by the Purchaser in connection with the
139 reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby
140 authorized to execute and deliver a certificate pertaining to such Official Statement as
141 prescribed therein, dated as of the date of payment for and delivery of the Bonds.
142

143 For the purpose of enabling the Purchaser to comply with the requirements of
144 Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems
145 the information regarding the City contained in the Preliminary Official Statement to be
146 "final" as of its date, except for the omission of such information as is permitted by Rule
147 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if
148 requested, to provide the Purchaser a letter or certification to such effect and to take
149 such other actions or execute such other documents as such officers in their reasonable
150 judgment deem necessary to enable the Purchaser to comply with the requirement of
151 such Rule.
152

153 The City agrees to provide to the Purchaser within seven business days of the
154 date of the sale of Bonds sufficient copies of the final Official Statement to enable the
155 Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and
156 Exchange Commission and with the requirements of Rule G-32 of the Municipal
157 Securities Rulemaking Board.
158

159 Section 5 – Security for the Bonds.
160

- 161 (a) *Security for the Bonds.* The Bonds shall be special obligations of the City
162 payable as to both principal and interest solely from annual appropriations
163 of funds by the City for such purpose to be deposited in the debt service
164 fund, the debt service reserve fund and the supplemental reserve fund, as
165 established under the Indenture. The covenants and agreements of the
166 City contained herein, in the Indenture and in the Bonds shall be for the
167 equal benefit, protection and security of the legal owners of any or all of
168 the Bonds, all of which Bonds shall be of equal rank and without
169 preference or priority of one Bond over any other Bond in the application
170 of the funds to the payment of the principal of and the interest on the

Bonds, or otherwise, except as to the rate of interest and stated maturity for each Bond as provided in the Indenture.

- (b) *Nature of Obligations.* The obligation of the City to make payments into the debt service fund, the debt service reserve fund, the supplemental reserve fund and any other obligations of the City to make payments under this Ordinance and the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and under the Indenture and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

Section 6 – Covenant to Request Appropriations. City Council hereby directs that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to Section 5 hereof, the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds and to restore the debt service reserve fund and the supplemental reserve fund established for the Bonds under the Indenture to the applicable requirement set forth in the Indenture in the next succeeding fiscal year of the City, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds and to restore the debt service reserve fund and the supplemental reserve fund to the applicable requirement set forth in the Indenture in the next succeeding fiscal year of the City.

Section 7 – Execution of Documents. The City is hereby authorized to enter into and the Mayor, City Manager, Director of Finance and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents and the Bonds and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8 – Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and

inseparably connected with and dependent upon the void portion that it cannot be presumed that City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 9 – Further Authority. The officers of the City, including the Mayor, the City Manager, the Director of Finance, the City Attorney and the City Clerk, 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 10 – Approval of Budget Adjustment. City Council hereby amends the budget for the Fiscal Year 2020-2021 of the City in the accounts and in the amounts as shown on Budget Adjustment 016, a copy of which is attached hereto and incorporated herein by reference as “Exhibit F.”

Section 11 – Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 12 – Emergency Measure; Effective Date. City Council finds and declares that this Ordinance constitutes an emergency because it pertains to the payment of current expenses of the City. Therefore, this Ordinance shall take effect and be in full force and effect immediately after its passage by City Council.

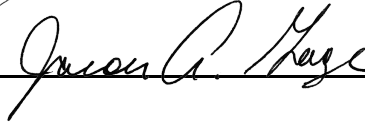
Section 13 – Electronic Transactions. The City agrees that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

261 Approved as to Form: , Assistant City Attorney
262
263
264 Approved for Council Action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 226

FILED: 09-15-20

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing and directing the issuance, sale and delivery of Special Obligation Improvement Bonds (Airport Hanger Facility), Series 2020A (AMT) in a principal amount not to exceed \$12,000,000 for the purpose of providing funds to pay costs related to improvements to the City's airport facilities; amending the Fiscal Year 2020-2021 budget of the City in the amount of \$12,899,357.00; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

BACKGROUND INFORMATION: The City is authorized and intends to issue special obligation improvement bonds payable by the City only with annual appropriations approved by City Council. The City's intent is to make its debt service payments from amounts annually appropriated by the City Council from balances in the City's airport fund. The proposed bond issue will fund the design, construction and provide reserve funds for the proposed airport hangar project. Series 2020A will be issued in a principal amount not to exceed \$12,000,000 plus an anticipated premium. The budget adjustment is greater than \$12,000,000 because it includes the anticipated premium.

This Ordinance is presented as an emergency under Section 2.12(3) of the City Code of Springfield as it relates to the payment of expenses of City government. Council is not expected to vote on this Ordinance immediately after the first reading. The Ordinance is presented as an emergency bill to allow changes to the Ordinance, such as modifications to the bond terms and updated financial information after the first reading and prior to final approval by City Council.

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

Exhibit A

Gilmore & Bell, P.C.

August 11, 2020

TES\Springfield MO - Special Obligation Bonds (Airport Facilities Project), Series 2020A (600634.20097\Indenture
v4 (docx).docx

TRUST INDENTURE

Dated as of October 1, 2020

Between

CITY OF SPRINGFIELD, MISSOURI

and

**BOKE, N.A.,
as Trustee**

**\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
(Airport Hangar Facility)
Series 2020A (AMT)**

600634.20097

TRUST INDENTURE

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* * *

TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of October 1, 2020, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, and having a corporate trust office located in Kansas City, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City’s Charter.

2. The City has determined that it is in the best interests of the City to issue \$[Principal Amount] aggregate principal amount of its Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT) (the “Bonds”) to (a) finance improvements to the City’s airport facilities, as more fully described in **Schedule 1** hereto (the “Project”), (b) fund the Debt Service Reserve Fund, (c) fund capitalized interest on the Bonds and (d) provide for payment of costs of issuance of the Bonds.

3. On September 21, 2020, the City Council passed Special Ordinance No. _____ (the “Bond Ordinance”), authorizing the issuance of the Bonds pursuant to this Indenture for the above purposes.

4. Pursuant to the Bond Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described below (said property being herein collectively referred to as the “Trust Estate”), to wit:

To secure the payment of the principal of and interest on the Bonds, all Pledged Revenues for the Bonds and all moneys and securities from time to time held by the Trustee under the terms of this Indenture for the Bonds (except payments required to be made to meet the requirements of Section 148(f) of the Code, as defined below, whether or not held in the Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof (the "Trust Estate").

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

THE TRUST ESTATE IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the other Bonds, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in such Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void with respect to such Bonds so provided for; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Appropriated Moneys" means moneys of the City which have been annually appropriated by the City for making payments of the principal of and interest on the Bonds and other payments described herein.

"Authorized City Representative" means the Mayor, City Manager or Director of Finance of the City, or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf

of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Denominations” means \$5,000 or any integral multiple thereof.

“Bonds” means the City’s Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT), issued under this Indenture, as amended.

“Bond Counsel” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the City and acceptable to the Trustee.

“Bond Ordinance” means the Ordinance of the City authorizing the execution and delivery of this Indenture and the issuance of the Bonds.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“City” means the City of Springfield, Missouri, a constitutional home rule charter city and political subdivision of the State.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement of even date herewith, between the City and BOKF, N.A., as Dissemination Agent, as from time to time amended in accordance with the provisions thereof.

“Costs of Issuance Fund” means the fund by that name created in **Section 401** hereof.

“Debt Service Fund” means the fund by that name created in **Section 401** hereof.

“Debt Service Reserve Fund” means the fund by that name created in **Section 401** hereof.

“Debt Service Reserve Requirement” means, (a) with respect to the Bonds, the sum of \$ _____, which is a sum not exceeding the least of (A) **10%** of the original aggregate principal amount of the Bonds, (B) the Maximum Annual Debt Service on the Bonds in any future fiscal year following such date, or (C) **125%** of the average future annual debt service on the Bonds.

“Event of Default” means any event or occurrence as defined in **Section 701** hereof.

“Financing Documents” means this Indenture, the Tax Compliance Agreement, the Continuing Disclosure Agreement and any other documents entered into in connection with the financing of the Project.

“Fiscal Year” means the fiscal year of the City, currently the twelve-month period beginning each July 1st and ending on the following June 30th.

“Government Securities” means bonds, notes, certificates of indebtedness, treasury bills or other securities which fit within the definition of Permitted Investments and constitute direct obligations of, or

obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

“Immediate Notice” means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** hereof or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail, postage prepaid to such addressees.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Bonds or the Trustee, and who is acceptable to the Trustee.

“Original Purchaser” means Stifel, Nicolaus & Company, Incorporated, Kansas City, Missouri.

“Outstanding” means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with **Section 902** hereof;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206** hereof; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” or **“Registered Owner”** means the Person in whose name any Bond is registered on the Register.

“Paying Agent” means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

“Payment Date” means any date on which the principal of or interest on any Bonds is payable.

“Permitted Investments” means any of the following securities purchased in accordance with the Indenture and the City’s then-current policy for investment of funds, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) United States Treasury Securities (Bills, Notes, Bonds and Strips). The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

- (b) United States Agency/GSE Securities. The City may invest in obligations issued or guaranteed by any agency of the United States Government and in obligations issued by any governmental sponsored enterprise (GSE) which have a liquid market and a readily determinable market value that are described as follows:
- (1) U.S. Government Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.
 - (2) U.S. Government Agency Discount Notes. Purchased at a discount.
 - (3) U.S. Government Agency Callable Securities. Restricted to securities callable at par.
 - (4) U.S. Government Agency Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed interest rate.
 - (5) U.S. Government Agency Floating Rate Securities. The coupon rate floats off of only one index. Restricted to coupon with no interim caps that reset at least quarterly.
 - (6) U.S. Government Mortgage Backed Securities (MBS, CMO, Pass-Thru Securities). Restricted to obligations of FNMA, FHLMC and GNMA only.
- (c) Direct and general obligations of the State of Missouri (the “State”), to the payment of the principal of and interest on which the full faith and credit of such State is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.
- (d) Obligations of the City.
- (e) Certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the any trustee for the bonds or notes or any affiliate), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b), which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to the Trustee that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.
- (f) Any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which repurchase agreement is secured by any one or more of the securities described in clauses (a) or (b) above.

- (g) Any mutual fund rated in either of the two highest rating categories by a nationally recognized rating agency which invests solely in one or more securities described in clause (a), (b) or (d) above.
- (h) Investments in a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and have a rating of “AAAm” or “AAAm-G” or better by Standard & Poor’s and is rated Aaa, Aa1 or Aa2 by Moody’s.
- (i) Investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized rating agency.
- (j) Banker’s acceptances issued by domestic commercial banks possessing the highest rating issued by a nationally recognized rating agency.
- (k) Commercial paper issued by domestic corporations which has received the highest rating issued by a nationally recognized rating agency.

“**Person**” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“**Pledged Revenues**” means all moneys held under the Indenture in the Debt Service Fund, the Debt Service Reserve Fund and the Supplemental Reserve Fund, together with investment earnings thereon.

“**Project**” means acquiring, constructing, improving and installing the improvements described in **Schedule 1**, acquiring any real property and easements and rights-of-way necessary for the improvements, paid for in whole or in part from the proceeds of Bonds, and all additions, modifications and improvements made to the Project, as they may at any time exist.

“**Project Costs**” means all of the cost of the design, construction and installation of the Project and other related costs of the Project, including, without limitation, (i) easement, right-of-way and real property acquisition costs, and (ii) professional fees, including engineering, financial consultants and legal fees.

“**Project Fund**” means the fund by that name created in **Section 401 hereof**.

“**Rebate Fund**” means the fund by that name created in **Section 401 hereof**.

“**Record Date**” for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such Interest Payment Date.

“**Register**” means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

“**Registrar**” means the Trustee when acting as such under this Indenture.

“**State**” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article X** hereof.

“Supplemental Reserve Fund” means the fund by that name created in **Section 401** hereof.

“Supplemental Reserve Fund Requirement” means City funds in the amount of \$_____.

“Tax Compliance Agreement” means the Tax Compliance Agreement of even date herewith, between the City and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means BOKF, N.A., Kansas City, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

- (a) *Authorized Amount and Title of Bonds.* There shall be issued under and secured by this Indenture a series of bonds in the aggregate principal amount of \$[Principal Amount] for the purpose of providing funds to the City to (1) finance the Project, (2) fund the Debt Service Reserve Fund, (3) fund capitalized interest on the Bonds and (4) provide for payment of costs of issuance of the Bonds, which series of bonds shall be designated

“Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT)” (the “Bonds”). No bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of bonds and the number of bonds that may be issued under this Indenture is limited as provided in this Section.

- (b) *Form of Bonds.* The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.
- (c) *Denominations.* The Bonds shall be issuable as fully registered Bonds in Authorized Denominations.
- (d) *Numbering.* Unless the City directs otherwise, the Bonds shall be numbered from R-1 upward.
- (e) *Dating.* The Bonds shall be dated as of the date of initial issuance and delivery thereof.
- (f) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Bond Register as of the close of business of the Trustee on the Record Date for such Payment Date, or (2) in the case of a principal or interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice delivered to the Trustee not less than 15 days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Owner wishes to have such transfer directed.

Section 202. Nature of Obligations.

- (a) The Bonds and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues for the Bonds and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the related Trust Estate to the Trustee and in favor of the Owners of such Bonds, as provided in this Indenture.
- (b) The obligation of the City to make payments under this Indenture does not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make

payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

- (c) No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future elected official of the City or any trustee, officer, official, employee or agent of the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official of the City, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 203. Execution, Authentication and Delivery of Bonds.

- (a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by the Persons who, at the actual time of the execution of such Bond, are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.
- (b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

Section 204. Registration, Transfer and Exchange of Bonds.

- (a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.
- (b) Any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, and in any denomination or denominations authorized by this Indenture.
- (c) Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal

representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same maturity, of any denomination or denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.

- (d) In all cases in which Bonds are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.
- (e) No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the City. In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.
- (f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.
- (g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Description of Bonds.

- (a) There shall be issued and secured by this Indenture the Bonds in an aggregate principal amount of \$[Principal Amount].
- (b) The Bonds shall be dated October 6, 2020 and shall become due in the amounts on the maturity dates, subject to redemption and payment prior to their maturities as provided in **Article III** hereof, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2021.

Serial Bonds

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
20	\$,000	.00%
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00
20	,000	.00

Term Bonds

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
20	\$,000	%

- (c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.
- (d) The Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** attached hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:
- (1) A copy of the Bond Ordinance, certified by the City Clerk of the City, approving the issuance of the Bonds and authorizing the execution of this Indenture.
 - (2) An original executed counterpart of this Indenture and the other Financing Documents.
 - (3) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the City and that the interest on the Bonds is excludable from gross income of the owners thereof for federal and Missouri income tax purposes.

- (4) An opinion of Bond Counsel to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.
 - (5) A request and authorization to the Trustee executed by the City to authenticate the Bonds and deliver said Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the City, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.
 - (6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.
- (e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price thereof.

Section 206. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Bonds.

- (a) *Optional Redemption of Bonds.* At the option of the City, the Bonds or portions thereof maturing on September 1, 20__, and thereafter may be called for redemption and payment prior to their stated maturity on September 1, 20__, and thereafter in whole or in part at

any time at the redemption price equal to 100% of the principal amount being redeemed plus accrued interest thereon to the redemption date.

- (b) *Extraordinary Optional Redemption of Bonds.* The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:
- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
 - (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
 - (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or
 - (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.
- (c) *Mandatory Sinking Fund Redemption.* The Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption and payment prior to stated maturity on September 1 in each year, at 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the mandatory sinking fund schedule determined as set forth below:

Term Bonds

<u>September 1</u>	<u>Principal Amount</u>
20	\$,000
20	,000
20	,000
20	,000
20	,000
20	,000
20*	,000

*Final maturity.

The Trustee shall make timely selection of such Bonds or portions thereof to be so redeemed in Authorized Denominations of principal amount in such equitable manner as the Trustee may determine and

shall give notice thereof without further instructions from the City. At the option of the City, to be exercised on or before the 45th day next preceding each mandatory redemption date, the City may: (1) deliver Bonds to the Trustee for cancellation in the aggregate principal amount desired; or (2) furnish to the Trustee moneys, together with appropriate instructions, for the purpose of purchasing any Bonds from any owner thereof in the open market at a price not in excess of 100% of the principal amount thereof, whereupon the Trustee shall use its best efforts to expend such funds for such purposes; or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection for any Bonds which prior to such date have been redeemed (other than through the operation of the requirements of this subsection) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation to redeem the related Bonds on the next mandatory redemption date applicable to Bonds that is at least 45 days after receipt by the Trustee of such instructions from the City, and any excess of such amount shall be credited on future mandatory redemption obligations for the related Bonds in chronological order or such other order as the City may designate, and the principal amount of Bonds to be redeemed on such future mandatory redemption dates by operation of the requirements of this subsection shall be reduced accordingly. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) of this subsection, the City will, on or before the 45th day next preceding the applicable mandatory redemption date, furnish the Trustee a certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment, and the certificates for the Bonds to be cancelled, if any, pursuant to clause (1) above.

Section 303. Selection of Bonds to be Redeemed.

- (a) Bonds shall be redeemed only in Authorized Denominations. Except in the case of mandatory redemption of any Bonds, when less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee from such maturities and in such amounts as the City may determine.
- (b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Section 304. Notice of Redemption of Bonds.

- (a) In the case of Bonds called for redemption under **Section 302**, the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City (unless a shorter notice shall be satisfactory to the Trustee). The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture, and the Trustee shall call such Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption to the Original Purchaser and the Owner of the Bond or Bonds to be redeemed at the address shown on the Register; provided, however, that failure to give such notice by mailing as aforesaid to any Owner or any defect therein as to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bonds.

- (b) All official notices of redemption shall be dated and shall state:
- (1) the redemption date,
 - (2) the redemption price,
 - (3) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Trustee may reasonably determine),
 - (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
 - (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee; and

In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines, published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

- (c) The Trustee shall mail by first-class mail to the City a copy of such redemption notice.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice

from the City hat moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, moneys or Government Securities shall be deposited with the Trustee as provided in **Section 402** hereof to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304** hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds; Application of Bond Proceeds and other Moneys.

- (a) The following funds of the City are hereby created and established with the Trustee:
- (1) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020A Costs of Issuance Fund (the “Costs of Issuance Fund”).
 - (2) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020A Project Fund (the “Project Fund”).
 - (3) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020A Debt Service Fund (the “Debt Service Fund”).
 - (4) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020A Debt Service Reserve Fund (the “Debt Service Reserve Fund”).
 - (5) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020A Supplemental Reserve Fund (the “Supplemental Reserve Fund”).
 - (6) Rebate Fund.

Each fund and account shall be maintained by the Trustee as a separate and distinct trust fund or account and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

- (b) The net proceeds received from the sale of the Bonds in the amount of \$_____ (which is equal to the par amount of the Bonds of \$[Principal Amount].00, less underwriter's discount of \$_____, plus [net] reoffering premium of \$_____), shall be deposited or paid simultaneously with the delivery of the Bonds as follows:
- (1) \$_____ of the net proceeds of the Bonds shall be deposited in the Costs of Issuance Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 404** hereof.
 - (2) \$_____ of the net proceeds of the Bonds shall be deposited in the Debt Service Reserve Fund.
 - (3) \$_____ of the net proceeds of the Bonds, representing capitalized interest, shall be deposited in the Debt Service Fund, which deposit shall be disbursed by the Trustee to pay a portion of the interest on the Bonds becoming due and payable on March 1, 2021.
 - (4) The remaining net proceeds of the Bonds in the amount of \$_____ shall be deposited in the Project Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 405** hereof.

Section 402. Transfer of Appropriated Funds by City. Subject to **Section 202** hereof, on the Business Day prior to each Payment Date, the City shall transfer to the Trustee Appropriated Moneys for the Bonds sufficient to make the following deposits to the funds and accounts created hereunder and the Trustee shall deposit such Appropriated Moneys received from the City as follows:

First, for transfer to the Rebate Fund, an amount sufficient to pay rebate, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the City in accordance with the Tax Compliance Agreement;

Second, for transfer to the Debt Service Fund an amount sufficient to pay the principal and/or interest on the Bonds on the next succeeding Payment Date (taking into account moneys already on deposit in the Debt Service Fund for payment of debt service on the Bonds);

Third, for transfer to the Debt Service Reserve Fund such amounts as may be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement;

Fourth, for transfer to the Supplemental Reserve Fund such amounts as may be required to restore any deficiency in the Supplemental Reserve Fund if the amount on deposit in the Supplemental Reserve Fund is less than the Supplemental Reserve Requirement;

Fifth, for payment to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts.

If the amount transferred by the City shall be insufficient to make all such deposits, such Appropriated Moneys will be applied in such amounts and into such funds and accounts as directed by the City.

Section 403. Debt Service Fund.

- (a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, and interest on the Bonds as the same mature and become due or upon the mandatory sinking fund redemption thereof.
- (b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.
- (c) After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City.

Section 404. Costs of Issuance Fund. Moneys in the Costs of Issuance Fund shall be disbursed for the sole purpose of paying costs of issuance of the Bonds. Costs of issuance shall be paid from time to time by the Trustee, upon receipt of a written request of the City signed by the Authorized City Representative, and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form. Any moneys remaining in the Costs of Issuance Fund on August 31, 2020 shall be deposited, without further authorization, into the Project Fund.

In making payments and disbursements pursuant to this Section, the Trustee may rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent investigation in connection with the matters set forth in the written requests.

Section 405. Project Fund. Moneys in the Project Fund shall be disbursed by the Trustee from time to time, upon receipt of a written request of the Authorized City Representative and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form, to pay, or reimburse the City for payment of, the Project Costs.

If after payment by the Trustee of all disbursement requests theretofore tendered to the Trustee under the provisions of this Section, as evidenced by a certificate delivered by the Authorized City Representative to the Trustee, and after all rebatable earnings have been transferred to the Rebate Fund pursuant to **Section 410** hereof, there shall remain any moneys in the Project Fund, such moneys shall be deposited and applied in the following order of priority: (a) in the Debt Service Fund to pay the next successive principal payment on the Bonds to become due; and (b) in the Debt Service Fund and used to redeem Bonds at the earliest permissible date under **Section 302** of this Indenture; provided, in the discretion of the City, such moneys may be applied for any other purpose that, based on an opinion of Bond Counsel addressed and delivered to the Trustee and the City, will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

If an Event of Default specified in **Section 701** of this Indenture has occurred and is continuing and the Bonds have been declared due and payable pursuant to **Section 702** of this Indenture, any balance remaining in the Project Fund, other than amounts required to be transferred to the Rebate Fund pursuant

to **Section 410** hereof, shall without further authorization be deposited in the Debt Service Fund by the Trustee with advice to the City of such action.

Section 406. Debt Service Reserve Fund.

- (a) Except as otherwise provided in this Indenture, moneys in the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose as provided in **Section 403** hereof are insufficient to pay the same as they become due and payable. In the event the balance of moneys in the Debt Service Fund is insufficient to pay principal of or interest on the Bonds when due and payable, moneys in the Debt Service Reserve Fund shall be transferred into the Debt Service Fund in an amount sufficient to make up such deficiency. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal. Moneys in the Debt Service Reserve Fund shall also be used to pay the last Bonds becoming due unless such Bonds and all interest thereon be otherwise paid. The amount on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give immediate written notice to the City if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Moneys in the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement shall be deposited by the Trustee without further authorization in the Debt Service Fund.
- (b) After payment in full of the principal of, and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Reserve Fund shall be paid to the City.

Section 407. Supplemental Reserve Fund.

- (a) On March 1, 2021, the City shall pay the Supplemental Reserve Requirement to the Trustee for deposit in the Supplemental Reserve Fund. Except as otherwise provided in this Indenture, moneys in the Supplemental Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose as provided in **Section 403** and **Section 406** hereof are insufficient to pay the same as they become due and payable. In the event the balance of moneys in the Debt Service Fund and the Debt Service Reserve Fund are insufficient to pay principal of or interest on the Bonds when due and payable, moneys in the Supplemental Reserve Fund shall be transferred into the Debt Service Fund in an amount sufficient to make up such deficiency. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal. Moneys in the Supplemental Reserve Fund shall also be used, along with moneys in the Debt Service Reserve Fund, to pay the last Bonds becoming due unless such Bonds and all interest thereon be otherwise paid. The amount on deposit in the Supplemental Reserve Fund shall be valued by the Trustee 45 days prior to each Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give immediate written notice to the City if such amount is less than the Supplemental Reserve Requirement. For the purpose of determining the amount on deposit in the Supplemental Reserve Fund, the value

of any investments shall be valued at their fair market value on the date of valuation. Moneys in the Supplemental Reserve Fund that are in excess of the Supplemental Reserve Requirement shall be deposited by the Trustee without further authorization in the Debt Service Fund.

- (b) After payment in full of the principal of, and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Supplemental Reserve Fund shall be paid to the City.

Section 408. Non-Presentation of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within three years after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

Section 409. Transfer of Funds. The Trustee is authorized and directed to withdraw from the Debt Service Fund, and, to the extent necessary to prevent a default in the payment of either principal or interest on the Bonds, from the Debt Service Reserve Fund and the Supplemental Reserve Fund, sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Payment Date.

Section 410. Rebate Fund.

- (a) There shall be deposited by the Trustee in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. Subject to the transfer provisions provided in subsection (c) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).
- (b) Pursuant to the Tax Compliance Agreement, the Trustee, on behalf of the City, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the City.
- (c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other

requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate (except for the Rebate Fund) and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

- (a) Moneys in all funds and accounts held by the Trustee under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Permitted Investments at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, the Trustee shall invest moneys in the Federated Treasury Obligations Fund (TOSXX) as a standing direction. Moneys on deposit in all funds and accounts may be invested only in Permitted Investments which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department.
- (b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the most recent Payment Date. The Trustee shall not be liable for any loss (including specifically depreciation of value) resulting from any investment made in accordance herewith.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. City to Issue Bonds and Execute Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 602. Covenant to Request Appropriations. The City covenants and agrees that the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (a) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds and to restore the Debt Service Reserve Fund and the Supplemental Reserve Fund to the Debt Service Reserve Requirement and the Supplemental Reserve Requirement, respectively, in the next succeeding Fiscal Year, and (b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds and to restore the Debt Service Reserve Fund and the Supplemental Reserve Fund to the Debt Service Reserve Requirement and the Supplemental Reserve Requirement, respectively, in the next succeeding Fiscal Year.

Section 603. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 604. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

Section 605. General Limitation on City Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 606. Recording and Filing. The City shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

Section 607. Possession and Inspection of Books and Documents. The City and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

Section 608. Tax Covenants.

- (a) The City shall not use or permit the use of any proceeds of the Bonds or any other funds of the City, and the Trustee shall not use any proceeds of the Bonds or any other funds of the City held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the City is of the opinion that for purposes of this subsection (a) it is necessary to

restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The City and the Trustee shall be deemed in compliance with this Section to the extent they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

- (b) The City shall not (to the extent within its power or direction) use or permit the use of any proceeds of the Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as other than an obligation described in Section 103(a) of the Code.
- (c) The City will not (to the extent within its power or direction) use, or permit the use of, any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to not be considered an “exempt facility private activity bond” within the meaning of Section 142 (a)(1) of the Code.
- (d) The Trustee agrees to comply with any written letter or Opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.
- (e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article IX** hereof or any other provision of this Indenture, until the final scheduled payment of all Bonds Outstanding.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. The occurrence of any one or more of the following events are defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the City by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or
- (b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent

jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted; or

- (c) The failure to pay the principal of, or interest on the Bonds when due.

The Trustee shall give written notice of any Event of Default to the City as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)** hereof.

Section 702. Acceleration.

- (a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, with respect to an Event of Default set forth above, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.
- (b) In case of any rescission pursuant to **Section 712** hereof, the Trustee, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.
- (c) At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds then Outstanding with respect to an Event of Default set forth in **Section 701**, may, by written notice to the City and the Trustee, rescind and annul such declaration and its consequences if:
 - (1) there is deposited with the Trustee a sum sufficient to pay:
 - (A) all overdue installments of interest on the Bonds;
 - (B) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and
 - (C) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
 - (2) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 712** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee,

shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to (a) reasonable compensation to the Trustee, its agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708** hereof.

Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Trust Estate, the Trustee shall render annually to the City a summarized statement of receipts and expenditures in connection therewith.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee. If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding with respect to an Event of Default set forth above, and indemnified as provided in **Section 801(1)** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it.

All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

- (a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)** hereof; and
- (b) such default has become an Event of Default; and

- (c) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(1)** hereof; and
- (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the City to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801** hereof.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Debt Service Fund, the Debt Service Reserve Fund, the Supplemental Reserve Fund, the Project Fund and the Costs of Issuance Fund shall be applied as follows:

- (a) If the principal of all Bonds have not become or have not been declared due and payable, all such moneys shall be applied:
 - (1) *First* - To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.

- (2) *Second* - To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.
- (b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.
- (c) If the principal of all Bonds have been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712** hereof, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the

Owners of a majority in aggregate principal amount of Bonds then Outstanding with respect to which an Event of Default has occurred, except a default:

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond; or
- (b) in respect of a covenant or provision hereof which under **Article X** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

- (a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.
- (b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.
- (c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the City or collecting any insurance moneys, or for the validity of the execution by the City of this

Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** hereof other than for the earnings thereon. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

- (d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.
- (e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.
- (f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.
- (g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.
- (h) The Trustee shall not be required to take notice of any Event of Default, other than a failure to make any payment on the Bonds when due, unless the Trustee is specifically notified in writing of such Event of Default by the City or by the Owners of at least 10% in aggregate principal amount of all Bonds then Outstanding.
- (i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the components of the Project originally financed with the proceeds of the Refunded Bonds, including all books, papers and records of the City pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

- (j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.
- (k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.
- (l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** hereof concerning the payment of principal and interest on the Bonds, declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs, liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.
- (m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.
- (n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.
- (o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.
- (p) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by Electronic Notice, provided, however, that such instructions or directions shall be signed by an Authorized City Representative. If the City elects to give the instructions by Electronic Notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such Electronic Notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. "Electronic Notice" means notice given by telecopy or facsimile

transmission or similar electronic means of communication, including but not limited to e-mail, which produces evidence of transmission.

- (q) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:
- (1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;
 - (2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;
 - (3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;
 - (4) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and
 - (5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the City for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys transferred by the City are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Fourth* of **Section 402** on any Payment Date, the unpaid portion shall be carried forward to the next Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

Section 803. Notice of Default. If a default occurs of which the Trustee is required to take notice or notice is given to the Trustee as provided in **Section 801(h)** hereof, then the Trustee shall give written notice thereof to the City within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702** hereof) by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(l)** hereof as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808** hereof, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City and the Owners, and such resignation shall take effect upon the appointment of a successor Trustee pursuant to **Section 807** hereof. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which with notice or the lapse of time will become an Event of Default as provided in **Section 701(a)** hereof, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The City or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No

resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 808. Qualifications of Trustee and Successor Trustees. The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank qualified to do business in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$75,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the City, by a guarantor with such combined capital and surplus. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 810. Trust Estate May be Vested in Co-Trustee.

- (a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.
- (b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.
- (c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations,

any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

- (d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement. Unless the Trustee is doing so on a more frequent basis, the Trustee shall render an annual statement for each calendar year ending December 31 to the City and, if so requested and the expense thereof is paid, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

- (a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.
- (b) The City may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.
- (c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City and the Trustee. The Paying Agent may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

- (a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902** hereof, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Funds required to be paid to the City under **Article IV** hereof and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.
- (b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

Section 902. Bonds Deemed to Be Paid.

- (a) Bonds or any portions thereof shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Bonds to be included in gross income for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.
- (b) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

- (c) If the interest earnings on money or Government Obligations are necessary to provide for the payment of the Bonds under this Section, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or prior to the applicable maturity date.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following proposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) to provide for the refunding of any Bonds in accordance with the terms hereof;
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder;
- (g) to modify or eliminate any of the terms of this Indenture; provided, however, that:
 - (1) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding issued prior to the execution of such Supplemental Indenture; and
 - (2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes operative; and
- (h) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the security of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** hereof and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001** or **1002** hereof, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Sections 1001** or **1002** hereof, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Bonds then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the City or an assignee of the City, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the City or any affiliate or any Person controlling, controlled by or under common control with the City, shall be disregarded and deemed not to be Outstanding under this Indenture.

Section 1102. Notices.

- (a) Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City or the Trustee if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed by telephone, on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:

- (1) To the City at:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801
Attention: City Manager

- (2) To the Trustee at:

BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

(3) To the Owners:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Payment Date.

Section 1106. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

Section 1107. No Sale. The City covenants and agrees that, except as provided herein, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or

unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Springfield, Missouri has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A., has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

[SEAL]

By: _____
Title: City Manager

ATTEST:

By: _____
Title: City Clerk

BOKF, N.A., as Trustee

[SEAL]

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

SCHEDULE 1

[The Project generally consists of the construction of an approximately _____ square foot airplane hangar at Springfield-Branson National Airport.]

(FORM OF BONDS)

Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2021, until said principal amount has been paid.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Bond shall be paid at maturity by check or draft to the person in whose name this Bond is registered at the maturity date thereof, upon presentation and surrender of this Bond at the principal payment office of BOKF, N.A., Kansas City, Missouri (the "Trustee"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the interest payment date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or, if such Bonds are held by a Securities Depository or, at the written request addressed to the Paying Agent by any Registered Owner of Bonds in the aggregate principal amount of at least \$500,000, by electronic transfer in immediately available funds to a bank located in the continental United States for credit to the ABA routing number and account name and number filed with the Paying Agent not less than 15 days prior to the Record Date for such interest. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner under such Registered Owner's Bond.

This Bond is one of an authorized series of bonds of the City designated "Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT)," in the aggregate principal amount of \$[Principal Amount] (the "Bonds"), issued by the City to finance the Project, fund the Debt Service Reserve Fund, fund capitalized interest on the Bonds and provide for payment of costs of issuance of the Bonds, by, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to a Trust Indenture dated as of October 1, 2020, between the Trustee and the City (the "Indenture") and proceedings duly and legally had by the governing body of the City.

At the option of the City, the Bonds or portions thereof maturing on September 1, 20__, and thereafter may be redeemed and paid prior to maturity on September 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

At the option of the City, the Bonds are subject to redemption and payment prior to the stated maturity thereof, in whole or in part on any date upon the occurrence of certain extraordinary events or circumstances as specified in the Indenture, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date.

The Bonds maturing on September 1, 20__, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on September 1, 20__, and on each September 1 thereafter prior to maturity, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose. The obligation of the City to make payments into the Debt Service Fund, the Debt Service Reserve Fund, the Supplemental Reserve Fund and

any other obligations of the City to make payments under the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years.

The Bonds are issued in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal and interest payments to participants of the Securities Depository, and transfers of principal and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Indenture, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

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

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

Registration Date: _____

CITY OF SPRINGFIELD, MISSOURI

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture.

By: _____
Title: Mayor

(SEAL)

BOKF, N.A., as trustee

ATTEST:

By: _____
Title: Authorized Signatory

By: _____
Title: City Clerk

ASSIGNMENT

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

agent to transfer the within Bond on the books kept by the Trustee for the registration thereof, with full
power of substitution in the premises.

Dated: _____, _____, _____

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

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signatures must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

EXHIBIT B

Request No.: _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FROM THE
[COSTS OF ISSUANCE FUND][PROJECT FUND]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(AIRPORT HANGAR FACILITY)
SERIES 2020A (AMT)**

To: BOKE, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

as Trustee under the Indenture of Trust, dated as of October 1, 2020, from the City of Springfield, Missouri, to said Trustee (the “Indenture”)

Pursuant to Article IV of the Indenture, the City of Springfield, Missouri (the “City”) requests payment from the [Costs of Issuance Fund][Project Fund] in accordance with this request and said Article and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment I hereto.
4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Indenture and each item thereof is a proper charge against the [Costs of Issuance Fund][Project Fund].
5. Each item listed above has not previously been paid or reimbursed from moneys in the [Costs of Issuance Fund][Project Fund] and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed from Bond proceeds.
6. There has not been filed with or served upon the City any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.

7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefor.
8. Lien waivers for costs for which payment is hereby requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) have been received and are on file with the City and will be delivered upon request.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: Authorized City Representative

ATTACHMENT I

**TO WRITTEN REQUEST FOR DISBURSEMENT FROM THE
[COSTS OF ISSUANCE FUND][PROJECT FUND]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(AIRPORT HANGAR FACILITY)
SERIES 2020A (AMT)**

REQUEST NO. _____

DATED _____, ____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the [costs of issuance][Costs of the Project] for which the obligation to be paid was incurred
---	-------------------	--

Exhibit B

Gilmore & Bell, P.C.

August 13, 2020

TES\Springfield MO - Special Obligation Improvement Bonds, Series 2020A
(600634.20097)\POS 2020A v2.docx

Moody's Rating: ____
See "RATING" herein

BOOK ENTRY ONLY

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (1) is excludable from gross income for federal income tax purposes except as described in this Official Statement, but is an item of tax preference for purposes of the federal alternative minimum tax and (2) is exempt from income taxation by the State of Missouri. The Bonds are not "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX MATTERS" in this Official Statement.

S[Principal Amount]*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(AIRPORT HANGAR FACILITY)
SERIES 2020A (AMT)

Dated: Date of Delivery

Due: September 1, as shown
on inside cover page

The Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. The Bonds will be available for purchase in denominations of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. DTC will receive all payments with respect to the Bonds from BOKF, N.A., Kansas City, Missouri, as Trustee under the Indenture (defined herein) for the Bonds. DTC is required to remit such payments to DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. Semiannual interest will be payable on March 1 and September 1, beginning [September 1, 2021].

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year by the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the City to pay the principal of and interest on the Bonds.

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation. The fiscal year of the City begins on each July 1 and ends on the following June 30. No property of the City is pledged or encumbered as security for the payment of the Bonds.

Certain risk factors are associated with the purchase of the Bonds. See "RISK FACTORS."

The Bonds are offered when, as and if issued and received by Stifel, Nicolaus & Company, Incorporated, as Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters relating to this Official Statement will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, Missouri, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as Underwriter's Counsel. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York, on or about October __, 2020.

[STIFEL LOGO]

The date of this Official Statement is October __, 2020.

* Preliminary, subject to change.

MATURITY SCHEDULE*

66 of 207

CITY OF SPRINGFIELD, MISSOURI

840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801-8368
(417) 864-1001

Mayor

Ken McClure

City Council

Phyllis Ferguson, Zone 1 Councilwoman
Abe McGull, Zone 2 Councilman
Mike Schilling, Zone 3 Councilman
Matthew Simpson, Zone 4 Councilman
Jan Fisk, General Councilwoman A
Craig Hosmer, General Councilman B
Andrew Lear, General Councilman C
Richard Ollis, General Councilman D

City Administration

Jason Gage, City Manager
Collin Quigley, Deputy City Manager
Maurice Jones, Deputy City Manager
Anita Cotter, City Clerk
Rhonda Lewsader, City Attorney
David Holtmann, Director of Finance
Dan Smith, Director of Public Works
Mary Lilly Smith, Director of Planning and Development
Bob Belote, Director of Parks and Recreation
Brian Weiler, Director of Aviation
David Pennington, Fire Chief
Paul F. Williams, Chief of Police
Errin Kemper, Director of Environmental Services

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
Kansas City, Missouri

BOND COUNSEL

Gilmore & Bell, P.C.
Kansas City, Missouri

CERTIFIED PUBLIC ACCOUNTANTS

RSM US, LLP
Kansas City, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

In connection with the offering of the Bonds, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

This Official Statement contains "forward-looking statements." These forward-looking statements include statements about the City's projections and future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words "estimate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include those discussed in the "RISK FACTORS" section of this Official Statement as well as under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Sources of Payment." The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

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OFFICIAL STATEMENT

S[Principal Amount]*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(AIRPORT HANGAR FACILITY)
SERIES 2020A (AMT)

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

Purpose of this Official Statement

The purpose of this Official Statement is to furnish information relating to (1) the City of Springfield, Missouri (the “City”), and (2) the City’s Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT) (the “Bonds”).

The City

The City is a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri. See “**THE CITY.**”

The Bonds

The Bonds are being issued pursuant to the Trust Indenture dated as of October 1, 2020 (the “**Indenture**”), between the City and BOKF, N.A. (the “**Trustee**”). The Bonds are being issued for the purpose of (i) funding the costs of improvements to the City’s airport facilities as further described herein (the “**Project**”), (ii) funding the Debt Service Reserve Fund, (iii) funding capitalized interest on the Bonds and (iv) paying costs of issuance of the Bonds. See “**PLAN OF FINANCING.**”

Security and Source of Payment

The payment of the principal of and interest on the Bonds and the obligation to make other payments required under the Indenture is subject to annual appropriation by the City. The City is not required or obligated to make any such appropriation. No property of the City is pledged or encumbered to secure payment of the Bonds.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year of the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years (“**Appropriated Moneys**”). The City is not obligated to make any such annual appropriation. The fiscal year of the City (the “**Fiscal Year**”) begins on each July 1st and ends on the following June 30th.

The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and

* Preliminary, subject to change.

credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds. See **“SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”**

Financial Statements

Audited financial statements of the City, as of and for the fiscal year ended June 30, 2019, are included in *Appendix D* to this Official Statement. These financial statements have been audited by RSM US, LLP, Kansas City, Missouri, independent certified public accountants, to the extent and for the period indicated in their report, which is also included in *Appendix D*.

Continuing Disclosure Information

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has also agreed to provide to the Municipal Securities Rulemaking Board prompt notice of the occurrence of certain events with respect to the Bonds. See **“CONTINUING DISCLOSURE.”**

Bond Rating

The City has received the rating on the Bonds set forth on the cover page from Moody's Investors Service. See **“RATING.”**

THE CITY

The City contains approximately 82.9 square miles of area and is located in Greene County in the southwest portion of the State of Missouri. The City is the county seat of Greene County, Missouri (the “County”) and is located approximately 170 miles southeast of Kansas City and 220 miles southwest of St. Louis. The City is located at the junction of Interstate 44, U. S. Highways 65, 60 and 160, and State Routes 13 and 344. The City is the third largest metropolitan area in the State of Missouri and is a major center for trade and commerce in the southwest portion of the State of Missouri.

For further information about the City, see *Appendix A – City of Springfield, Missouri – General, Economic and Financial Information* and *Appendix D – City of Springfield, Missouri Comprehensive Annual Financial Report with Independent Auditor's Report for the Year Ended June 30, 2019*.

PLAN OF FINANCING

Authorization and Purpose of the Bonds

The Bonds are authorized and being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the City's Charter, an ordinance passed by the City Council (the **“Bond Ordinance”**) and the Indenture. The Bonds are being issued for the purpose of funding the costs of the Project, funding the Debt Service Reserve Fund, funding capitalized interest on the Bonds and paying costs of issuance for the Bonds.

The Project

A portion of the proceeds of the Bonds will be deposited in the Project Fund established under the Indenture for the purpose of funding the costs of constructing an approximately _____ square foot airplane hangar at Springfield-Branson National Airport.

Sources and Uses of Funds*

The following table summarizes the estimated sources and uses of funds for the plan of financing:

Sources of Funds:

Principal of the Bonds	\$(Principal Amount)*
Net original issue (discount)/premium	_____
Total.....	\$ _____

Uses of Funds:

Project Fund Deposit	\$ _____
Debt Service Fund	_____
Debt Service Reserve Fund	_____
Costs of issuance	_____
Total.....	\$ _____

THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Indenture for the detailed terms and provisions thereof.

Description of the Bonds

The Bonds will be issued in the principal amount of \$(Principal Amount)*. The Bonds will be dated the date of initial issuance and delivery thereof, and will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on September 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2021. While the Bonds remain in book-entry only form, payments to Beneficial Owners (as defined herein) are governed by the rules of DTC as described in *Appendix E*. If DTC ceases to act as securities depository for the Bonds, payment may be made as described in the Indenture.

Redemption*

Optional Redemption. At the option of the City, the Bonds or portions thereof maturing on September 1, 20____, and thereafter may be called for redemption and payment prior to maturity on September 1, 20____, and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. When less than all Bonds are to be redeemed, such Bonds will be redeemed from maturities selected by the City, and Bonds of less than a full maturity will be selected by the Trustee in multiples of \$5,000 principal amount.

Extraordinary Optional Redemption. The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100%

* Preliminary, subject to change.

of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
- (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
- (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty;
or
- (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

Notice and Effect of Call for Redemption. If any of the Bonds are to be redeemed prior to maturity, the Trustee will give written notice of the City's intention to redeem and pay the Bonds by first-class mail to the original purchaser of the Bonds, and to the Registered Owner of each Bond, said notice to be mailed not less than 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed will become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Bonds or portion of Bonds shall cease to bear interest.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent will provide the notices of Bonds to be redeemed to DTC. It is expected that DTC will, in turn, notify the DTC Participants and that the DTC Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a DTC Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, a DTC Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, will not affect the validity of the redemption of such Bond.

Book-Entry Only System

Ownership interests in the Bonds will be available to purchasers only through a book-entry only system (the "**Book-Entry Only System**") described in *Appendix E*.

Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System

If the Book-Entry Only System is discontinued the following provisions would apply: Each Bond when issued will be registered by the Trustee in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Sources of Payment

Annual Appropriation Obligations. The Bonds and the interest thereon constitute special obligations of the City payable solely from Appropriated Moneys. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property to the City to pay the principal of and interest on the Bonds. See “***Appendix B – Definitions of Words and Terms and Summary of the Indenture.***”

In the Bond Ordinance, the City Council has directed the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals, subject to the provisions of the Indenture, from and after delivery of the Bonds and so long as any of the Bonds are outstanding, to (1) include in each annual budget prepared and presented to the City Council an appropriation of the amount necessary to pay debt service on the Bonds and to restore the Debt Service Reserve Fund and the Supplemental Reserve Fund to the Debt Service Reserve Requirement and the Supplemental Reserve Requirement, respectively, in the next succeeding Fiscal Year, and (2) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds and to restore the Debt Service Reserve Fund and the Supplemental Reserve Fund to the Debt Service Reserve Requirement and the Supplemental Reserve Requirement, respectively, in the next succeeding Fiscal Year.

The payment of the principal of and interest on the Bonds and other payments by the City under the Indenture are subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council. No property of the City is pledged or encumbered as security for payment of the Bonds.

Possible Source of Repayment for the Bonds. The City anticipates that Appropriated Moneys will be derived primarily from lease payments made pursuant to the Lease Agreement (Envoy MRO Hangar) between the City, by and through the Springfield/Branson National Airport Board, as Landlord, and Envoy, as Tenant. While the City anticipates the execution of the Lease Agreement, the final terms are not yet fully negotiated and there can be no assurance that the Lease will be executed. Envoy Air is the largest regional carrier for American Airlines.

There can be no assurance that (i) the City Council of the City will appropriate any of the lease payments for the purpose of paying debt service on the Bonds, or (ii) that proceeds of the lease payments will not be used for other purposes, including paying for eligible projects, in lieu of paying debt service on the Bonds. Neither the lease payments nor any other revenues are pledged as security for payment of the Bonds.

For these reasons, **prospective investors should not rely solely upon the City’s receipt or use of the lease payments as a source of repayment of the Bonds, but should instead evaluate the likelihood that the City will continue to appropriate moneys from those and/or other available sources sufficient to make payments of principal and interest on the Bonds.**

Debt Service Reserve Fund

The Indenture establishes a Debt Service Reserve Fund for the Bonds. The City will deposit \$_____ (the “**Debt Service Reserve Requirement**”) to the Debt Service Reserve Fund from the proceeds of the Bonds.

Moneys in the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose are insufficient to pay the same as they become due and payable. In the event the balance of moneys in

the Debt Service Fund is insufficient to pay principal of or interest on the Bonds when due and payable, moneys in the Debt Service Reserve Fund shall be transferred into the Debt Service Fund in an amount sufficient to make up such deficiency. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal. Moneys in the Debt Service Reserve Fund shall also be used to pay the last Bonds becoming due unless such Bonds and all interest thereon be otherwise paid.

The amount on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each on each Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give immediate written notice to the City if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Any amount in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Bonds due and payable on the next Payment Date. So long as the amount on deposit in the Debt Service Reserve Fund aggregates the Debt Service Reserve Requirement, no further payments into the Debt Service Reserve Fund shall be required, but if, for any reason, the amount on deposit in such Fund is less than the Debt Service Reserve Requirement, the City shall, subject to the annual appropriation provisions contained in the Indenture, immediately make payment into the Debt Service Reserve Fund to restore the amount on deposit in such Fund to the Debt Service Reserve Requirement.

Supplemental Reserve Fund

The Indenture establishes a Supplemental Reserve Fund for the Bonds. On March 1, 2021, the City will pay to the Trustee \$_____ of City Funds (the “**Supplemental Reserve Requirement**”) for deposit to the Supplemental Reserve Fund.

Moneys in the Supplemental Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose are insufficient to pay the same as they become due and payable. In the event the balance of moneys in the Debt Service Fund and the Debt Service Reserve Fund are insufficient to pay principal of or interest on the Bonds when due and payable, moneys in the Supplemental Reserve Fund shall be transferred into the Debt Service Fund in an amount sufficient to make up such deficiency. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal. Moneys in the Supplemental Reserve Fund shall also be used to pay the last Bonds becoming due unless such Bonds and all interest thereon be otherwise paid.

The amount on deposit in the Supplemental Reserve Fund shall be valued by the Trustee 45 days prior to each on each Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give immediate written notice to the City if such amount is less than the Supplemental Reserve Requirement. For the purpose of determining the amount on deposit in the Supplemental Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Any amount in the Supplemental Reserve Fund in excess of the Supplemental Reserve Requirement shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Bonds due and payable on the next Payment Date. So long as the amount on deposit in the Supplemental Reserve Fund aggregates the Supplemental Reserve Requirement, no further payments into the Supplemental Reserve Fund shall be required, but if, for any reason, the amount on deposit in such Fund is less than the Supplemental Reserve Requirement, the City shall, subject to the annual appropriation provisions contained in the Indenture, immediately make payment into the Supplemental Reserve Fund to restore the amount on deposit in such Fund to the Supplemental Reserve Requirement.

At any one time there will be an aggregate of \$1,000,000, comprised of City funds and Bond proceeds, on deposit in the Debt Service Fund as capitalized interest, the Debt Service Reserve Fund and/or the Supplemental Reserve Fund, and available to pay debt service on the Bonds if moneys otherwise available for such purpose are insufficient to pay the same as they become due and payable.

RISK FACTORS

The following describes certain risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

THE BONDS DO NOT GIVE RISE TO A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY, THE STATE OF MISSOURI, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER DEBT LIMITATION OR PROVISION.

THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE ANNUAL APPROPRIATION OF FUNDS BY THE CITY FOR THAT PURPOSE AS DESCRIBED HEREIN. IN EACH FISCAL YEAR, PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE MADE SOLELY FROM THE AMOUNTS APPROPRIATED THEREFOR FROM (1) THE INCOME AND REVENUES OF THE CITY PROVIDED FOR SUCH YEAR PLUS (2) ANY UNENCUMBERED BALANCES FOR PREVIOUS YEARS, AND THE DECISION WHETHER TO MAKE SUCH APPROPRIATION EACH YEAR SHALL BE WITHIN THE SOLE DISCRETION OF THE THEN CURRENT CITY COUNCIL. SUBJECT TO THE PRECEDING SENTENCE, THE OBLIGATIONS OF THE CITY TO MAKE PAYMENTS HEREUNDER AND TO PERFORM AND OBSERVE ANY OTHER COVENANT AND AGREEMENT CONTAINED IN THE INDENTURE SHALL BE ABSOLUTE AND UNCONDITIONAL.

IF THE CITY FAILS TO APPROPRIATE AMOUNTS SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS IN ANY FISCAL YEAR, NO OTHER FUNDS OR PROPERTY (OTHER THAN CAPITALIZED INTEREST ALREADY ON DEPOSIT IN THE DEBT SERVICE FUND, AND AMOUNTS IN THE DEBT SERVICE RESERVE FUND AND THE SUPPLEMENTAL RESERVE FUND) WILL BE AVAILABLE TO PAY SUCH PRINCIPAL AND INTEREST. NO PROPERTY OF THE CITY IS PLEDGED OR ENCUMBERED TO SECURE PAYMENT OF THE BONDS. NO DEBT SERVICE RESERVE FUND HAS BEEN ESTABLISHED FOR THE BONDS.

Coronavirus and Other Health-Related Risks

In December 2019, a novel strain of coronavirus (which leads to the disease known as “COVID-19”), was discovered in Wuhan, China. Since that date, the virus has spread throughout the world and has been characterized by the World Health Organization as a pandemic. The COVID-19 pandemic is expected to be broad-based and to negatively impact national, state and local economies. In response to such expectations, the President of the United States on March 13, 2020, declared a “national emergency,” which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation.

On March 13, 2020, Missouri’s Governor signed an Executive Order declaring a state of emergency in Missouri in response to COVID-19. On April 3, 2020, the Governor of the State issued a “stay at home order” for all Missouri residents, which began on April 6, 2020, and ended on May 4, 2020, requiring all Missourians to avoid leaving their residences unless necessary and to practice social distancing when they need to travel outside their homes to work, access foods, prescriptions, health care, and other necessities, or to engage in an outdoor activity.

The Governor has since issued two additional Executive Orders on April 24, 2020, and June 15, 2020, respectively, extending the state of emergency in the State through December 30, 2020. The stated purpose of the Executive Orders is to allow more flexibility in utilizing resources and deploying them around the State where they are most appropriate, including allowing the Governor to waive certain State laws and regulations where necessary.

To slow the spread of COVID-19, on March 24, 2020, the City's Mayor and the County Presiding Commissioner also issued a "Stay at Home" order, requiring residents to stay at home except for "essential activities." Several modifications occurred in May and June of 2020, allowing most businesses and other organizations to reopen subject to social distance and capacity guidelines.

The impact of COVID-19 on the City's finances is unpredictable and rapidly changing. Some of the negative impacts that the City has identified include:

- The City expects declines in sales tax revenues in the current fiscal year due to required business shutdowns and the impact of COVID-19 on the economy, but the City does not know the precise impact that COVID-19 will have on its sales tax revenues. For FY 2020, sales tax revenues were down approximately 2% from budget (impacted April 2020 - June 2020 sales tax collections). The City has budgeted lower sales tax projections for FY 2021 (approximately 6% lower than FY 2020 budget).
- Sales tax revenue makes up over one-third of the City's total revenue, approximately \$126.3 million of the City's \$368 million total budget for FY 2021. FY 2020 sales tax revenue was budgeted at \$133.8 million.

The City has, however, been able to reduce expenses budgeted in FY2021 by 3.4% (\$12.8 million) without furloughs or layoffs to existing City staff and without reducing the City's reserve funds.

Because the full fiscal impact of COVID-19 cannot be predicted with any degree of certainty, all departments have significantly reduced all non-essential operational spending, and other programs and projects have been delayed or reduced to the extent feasible. The City has prepared a formal budget scenario anticipating further revenue reductions (Contingency Plan -Plan B) for the remainder of fiscal year 2021, with a template to measure revenue targets on a quarterly basis and triggers to implement the plan if needed.

The COVID-19 outbreak is ongoing, and its dynamic nature leads to uncertainties, including: (1) the geographic spread of the virus; (2) the severity of the disease; (3) the duration of the outbreak; (4) actions that may be taken by governmental authorities to contain or mitigate the outbreak or recurrences thereof; (5) the development of medical therapeutics or vaccinations; and (6) the impact of the outbreak and actions taken in response to the outbreak on the City's revenues, expenses and financial condition.

LEGAL MATTERS

Legal Proceedings

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened against the City wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or which might affect the City's ability to meet its obligations to pay the Bonds.

Approval of Legality

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, as Bond Counsel to the City. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as counsel to the Underwriter. The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or for the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law existing as of the issue date of the Bonds:

Federal and Missouri Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes except for any period during which a Bond is held by a "substantial user" of the facilities financed by the Bonds or a "related person" within the meaning of Section 147(a) of the Code and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. The interest on the Bonds is an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Code.

Bond counsel's opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the city comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal and Missouri income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing

no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds, but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other

federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

RATING

Moody's Investors Service ("**Moody's**") has assigned the Bonds the rating set forth on the cover page hereof. Such rating reflects only the view of such rating agency at the time such rating is given, and the City will make no representation as to the appropriateness of such rating or that such rating would not be changed, suspended or withdrawn.

Moody's relies on the City, accountants and others for the accuracy and completeness of the information submitted in connection with ratings. A bond rating is not a "market" rating nor a recommendation to buy, hold or sell the Bonds, and such ratings may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of rating could have an adverse effect on the market price and marketability of the Bonds. An explanation of the significance of such ratings may be obtained only from Moody's at the following address: Moody's Investors Service, 99 Church Street, New York, NY 10007.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**") has agreed, subject to certain conditions, to purchase the Bonds from the City at a price of \$_____ (\$_____ par amount of the Bonds, plus net original issue premium of \$_____, less an underwriting discount of \$_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter's business activities. The Underwriter will sell certain of the Bonds at a price greater than such purchase price, as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices. In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has read and participated in the preparation of certain portions of this Official Statement and has supervised the compilation and editing thereof. The Underwriter has not, however, independently verified the factual and financial information contained in this Official Statement and, accordingly, expresses no view as to the sufficiency or accuracy thereof.

To the extent legally permitted, the City has agreed to indemnify the Underwriter against certain civil liabilities, including certain liabilities under the federal securities laws.

CONTINUING DISCLOSURE

General

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has agreed to have updated financial information and operating data for the City available within 180 days after the end of each fiscal year of the City. The financial statements of the City are audited by the City's independent certified public accountants. The City has also agreed to provide notice to the Municipal Securities Rulemaking Board of the occurrence of certain material events with respect to the Bonds. These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission. See *Appendix C – Summary of the Continuing Disclosure Agreement*.

Compliance With Prior Continuing Disclosure Undertakings

The City failed to file certain operating data required to be provided pursuant to prior undertakings under SEC Rule 15c2-12 for the fiscal years ended June 30, 2015 and June 30, 2016 for bonds that are no longer outstanding. The City was late filing various operating data for the fiscal years ended June 30, 2015 through June 30, 2018, without always filing notices of late filing. In addition, the City did not file all required operating data for two series of sewer revenue bonds for fiscal years ended June 30, 2017 through June 30, 2019. This information has since been filed along with a failure to file notice. The City filed its audited financial statements on a timely basis for the fiscal years ended June 30, 2015, and June 30, 2018, but did not timely cross-reference the audited financial statements on EMMA to all outstanding issues. The City was a borrower on three issues issued by the State Environmental Improvement and Energy Resources Authority in 1996, 1997 and 1998. The continuing disclosure undertakings for those issues required the City to provide various information to the Authority for posting. Though the City provided the required information, it was not posted. These bonds are no longer outstanding.

MISCELLANEOUS

Certification and Other Matters Regarding Official Statement

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the City, certified public accountants, and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized.

Simultaneously with the delivery of the Bonds, the City Manager of the City, acting on behalf of the City, will furnish to the Underwriter a certificate that will state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City. Neither the City nor any of its officers, councilmen or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the City or the City's ability to make payments required of it; and further, neither the City nor its officers, councilmen or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the City by the Indenture.

Additional Information

Additional information regarding the City or the Bonds may be obtained from the Director of Finance, City of Springfield, 840 Boonville Avenue, P.O. Box 8368, Springfield, Missouri 65801-8368 (417-864-1625), or from the Underwriter, Stifel, Nicolaus & Company, Incorporated, Attention: Michael Short, 4801 Main Street, Suite 530, Kansas City, Missouri 64112, (816) 283-5334.

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CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPENDIX A
CITY OF SPRINGFIELD, MISSOURI
GENERAL, ECONOMIC AND FINANCIAL INFORMATION

APPENDIX A
CITY OF SPRINGFIELD, MISSOURI
GENERAL, ECONOMIC AND FINANCIAL INFORMATION

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GENERAL AND ECONOMIC INFORMATION CONCERNING THE CITY

Location and Size

The City contains approximately 82.9 square miles of land and is located in Greene County in the southwest portion of the State of Missouri (shown in map at right). The City is the county seat of Greene County, Missouri (the "County") and is located approximately 170 miles southeast of Kansas City and 220 miles southwest of St. Louis. The City is located at the junction of Interstate 44, U.S. Highways 65, 60 and 160, and State Routes 13 and 344. The City is the third largest metropolitan area in the State of Missouri and is a major center for trade and commerce in the southwest portion of the State of Missouri.



Population

The following table shows the City's population since the census of 1920.

City of Springfield Population

<u>Year</u>	<u>Population</u>	<u>% Change</u>	<u>Year</u>	<u>Population</u>	<u>% Change</u>
1920	39,631	+12.6	1980	133,116	+10.8
1930	57,527	+45.2	1990	140,494	+5.5
1940	61,238	+6.5	2000	151,580	+7.9
1950	66,731	+9.0	2010	159,498	+5.2
1960	95,867	+43.7	2018*	166,633	+4.5
1970	120,096	+25.3			

*Estimate as of December 31, 2018

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates

Springfield MSA Population

	<u>1990</u>	<u>2000</u>	<u>1990-2000</u>	<u>2010</u>	<u>2000-</u>	<u>2018</u>	<u>2010-2018</u>
	<u>Population</u>	<u>Population</u>	<u>% Change</u>	<u>Population</u>	<u>2010</u>	<u>Population*</u>	<u>% Change*</u>
					<u>% Change</u>		
Greene County	207,949	240,391	+15.6	275,174	+14.5%	291,923	+6.1%
Christian County	32,664	54,285	+66.2	77,422	+42.6	86,983	+12.4%
Webster County	23,753	31,045	+30.7	36,202	+16.6	38,082	+5.2%
Dallas County	12,646	15,661	+23.8	16,777	+7.1	16,499	-1.7%
Polk County	<u>21,826</u>	<u>26,992</u>	+23.7	<u>31,137</u>	+15.4	<u>31,549</u>	+1.3%
Total	298,838	368,374	+23.3	436,712	+18.6	465,036	+6.5%

*Estimate as of December 31, 2018

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates

Government and Organization

The City was incorporated on February 18, 1838, under the laws of the State. The current Charter was adopted by its citizens on March 17, 1953, in accordance with Article VI, Section 19 of the Missouri Constitution. The City operates under a Council-Manager form of municipal government. The City Council consists of eight elected members and an elected Mayor. The Mayor of the City is elected at-large for a term of two years and cannot serve more than four consecutive terms. There are four zone council members and four general council members, all of whom are elected to four-year terms. Every two years, on the municipal election day, two zone council members and two general council members must stand for re-election. A councilmember

is required to be a qualified voter of the City and a resident thereof for two years immediately prior to his or her election.

As the legislative body, the City Council is responsible for enacting all ordinances, resolutions and regulations governing the City and appointing the members of various boards created under the Charter.

The administrative operations of the City are under the direct control of a City Manager, appointed by the City Council, who is responsible for enforcement of the laws and ordinances of the City and the supervision of all offices and departments created by the City Council.

Municipal Services and Utilities

The City provides a full range of services usually associated with municipalities, including police and fire protection, an emergency communication center, public works operations, environmental services, public health services, parks and other recreational facilities, an art museum, and general administrative services. The City also operates and maintains the Springfield-Branson National Airport, sanitary sewerage and solid waste disposal systems, and municipal golf courses and has budgetary oversight over City Utilities, which operates the electric, natural gas, water, transportation and telecommunications/broadband services.

Transportation and Communication Facilities

The Springfield-Branson National Airport (the "Airport") provides service with four airlines offering 12 non-stop destinations and approximately 30 daily flights depending on the season. The airlines represented are American Airlines, Delta, United and Allegiant. The Airport is located on approximately 2,800 acres at the northwest edge of the City with a 7,003 foot runway and an 8,000 foot runway and has a 275,000 square foot terminal. The Airport has general aviation and cargo services which include FedEx and United Parcel Service, as well as a U.S. Customs Office and a foreign trade zone.

The Burlington Northern Santa Fe Railway has two switch yards in the City and the Missouri and Northern Arkansas Railroad operates several miles of industrial track within the City. Regular motor carrier service is provided daily. More than 40 trucking terminals are located in Springfield, representing the major national carriers including, but not limited to, Prime Trucking, Transland, Trilliner, and YRC, Inc. Local telephone service is provided by AT&T and many other companies. Springfield is the location of and is served by approximately nine television broadcast stations, a public television station, and approximately 15 commercial broadcast radio stations and a public radio station.

Educational Institutions and Facilities

The Springfield R-12 School District is the City's public school system with the highest state classification ("accredited"). The District operates 52 schools (38 elementary schools, nine middle schools and five high schools). Springfield also has several private schools. Missouri State University is located in Springfield, as are Ozarks Technical Community College, Drury University, Baptist Bible College, Evangel University, Assemblies of God Theological Seminary, Cox College, Mercy College of Nursing and Health Sciences at Southwest Baptist University, Everest College, Columbia College, Webster University, University of Phoenix, Midwest Technical Institute, and Bryan University.

Medical and Health Facilities

Three hospitals are located within the City: Mercy Hospital and Cox Medical Centers North and South. There are also six specialized hospitals located within the City: Mercy Rehabilitation Hospital, Mercy Orthopedic Hospital, Cox Meyer Orthopedic and Rehabilitation Hospital, Lakeland Behavioral Health System, Select Specialty Hospital and Perimeter Behavioral Hospital. These eight facilities collectively provide approximately 1,957 patient beds. The City is also home to the U.S. Medical Center for Federal Prisoners.

Recreational and Cultural Facilities

Springfield offers a variety of cultural activities, including the Springfield Symphony Orchestra, the Springfield Regional Opera, the Springfield Little Theatre at the Historic Landers Theatre, the Springfield Ballet, the Springfield Art Museum, the Juanita K. Hammons Hall for the Performing Arts, the Gillioz Theatre for Arts and Entertainment and Jim D. Morris Arts Center, the Springfield Mid-America Singers, Community Music School, the Springfield Regional Arts Council, the Visual Artist Alliance of Springfield, Hammons Field, home of the AA Springfield Cardinals, Wonders of Wildlife National Museum & Aquarium and numerous events sponsored by Missouri State University and area colleges and universities. Springfield is also within easy access of Branson, Missouri, which has many music theaters, shows and events.

Commerce, Industry and Employment

The City has developed into a diversified industrial, educational and service center. The City has a diversified economy with no single dominant industry.

Listed below are the major employers located within the Springfield MSA:

Top Springfield MSA Employers

<u>Employer</u>	<u>Type of Business</u>	<u>Employees</u>
Cox Health Systems	Health Care	11,669
St Johns Health System (Mercy Health Systems)	Health Care	10,950
Wal-Mart Stores & Sams Club	Retail	5,372
Springfield Public Schools	Education	4,100
State of Missouri	Government	4,018
Bass Pro Shops/Tracker Marine	Retail/Manufacturing	3,341
United States Government	Government	3,005
Missouri State University	Education	2,874
Jack Henry & Associates	Business Services	2,174
O'Reilly Auto Parts	Retail	2,042
Citizens Memorial Health Care	Health Care	1,900
City of Springfield	Government	1,655

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2019.

The following table shows employment data for the Springfield MSA for the last five years:

Springfield MSA Employment Data

<u>Average for Year</u>	<u>Total Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Unemployment Rate</u>
2016	233,110	223,825	9,285	4.0%
2017	228,407	220,994	7,413	3.2
2018	230,333	224,101	6,232	2.7
2019	235,505	228,766	6,739	2.9
2020*	234,579	217,418	17,161	7.3

*Through June, 2020

Source: MERIC (Missouri Economic Research and Information Center)

Personal Income

The following table shows per capita personal income data for the Springfield MSA:

Springfield MSA Per Capita Personal Income

<u>Year</u>	<u>Value</u>	<u>% change from prior year</u>
2014	\$35,115	3.5%
2015	35,931	2.3
2016	35,115	-2.3
2017	37,502	6.8
2018	38,968	3.9

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2019.

Building Permits

The following table shows the number of building permits and total valuation of these permits issued within the City over the five fiscal years 2015 through 2019. These numbers reflect permits issued either for new construction or for major renovation.

Springfield Building Permits

<u>Fiscal Year</u>	<u>Number of Permits</u>		<u>Value of Permits</u>		<u>Total Value</u>
	<u>Residential</u>	<u>Nonresidential</u>	<u>Residential</u>	<u>Nonresidential</u>	
2014-15	116	97	\$29,627,513	\$44,130,397	\$73,757,910
2015-16	104	90	25,502,354	138,936,466	164,438,820
2016-17	108	99	22,461,866	56,900,455	79,362,321
2017-18	125	117	22,724,570	75,632,502	98,357,072
2018-19	157	131	20,223,211	257,409,741	277,632,952

Source: City Building Development Services

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DEBT STRUCTURE OF THE CITY

Financial Overview

The following table summarizes certain financial information concerning the City, as of June 30, 2019, unless otherwise noted herein. This information should be reviewed in conjunction with the information contained in this section and the excerpts of financial statements of the City in *Appendix D*.

2019 Assessed Valuation ¹	\$3,213,941,960
2019 Estimated Actual Valuation ²	\$12,751,589,315
Outstanding General Obligation Bonds ("Direct Debt")	\$8,040,000
Lease and Other Special Obligations ³	\$55,920,539
Total Direct, Lease and Other Special Obligations ("City Obligations")	\$63,960,539
Population (2018 estimate)	168,122
Per Capita City Obligations	\$380.44
Ratio of Direct Debt to Assessed Valuation	0.25%
Ratio of Direct Debt to Estimated Actual Valuation	0.06%
Ratio of City Obligations to Assessed Valuation	1.99%
Ratio of City Obligations to Estimated Actual Valuation	0.50%
Overlapping & Underlying General Obligations ("Indirect Debt") ⁴	\$454,342,000
Total City Obligations and Indirect Debt	\$518,302,539
Per Capita City Obligations and Indirect Debt	\$3,082.90
Ratio of City Obligations and Indirect Debt to Assessed Valuation	16.13%
Ratio of City Obligations and Indirect Debt to Estimated Valuation	4.06%

¹ Assessed valuation provided by the County Clerk as of January 16, 2020. See "PROPERTY TAX INFORMATION CONCERNING THE CITY."

² Estimated actual valuation is calculated by dividing different classes of property by the corresponding assessment ratio. For details of these different classes and ratios, see "PROPERTY TAX INFORMATION CONCERNING THE CITY."

³ See "DEBT STRUCTURE OF THE CITY – Lease and Other Special Obligations of the City." Does not include the Bonds or other obligations described under DEBT STRUCTURE OF THE CITY as Enterprise Revenue Fund Obligations.

⁴ See "DEBT STRUCTURE OF THE CITY – Overlapping or Underlying Indebtedness."

Authority to Incur Debt

General City Purposes. Under Article VI, Sections 26(b) and 26(c) of the Constitution of Missouri, the City may incur general obligation indebtedness for any authorized City purposes in an amount not to exceed 10% of the assessed valuation of taxable tangible property in the City. Under Article VI, Section 26(d), the City may incur additional indebtedness in an amount not to exceed 10% of assessed valuation for the purpose of acquiring rights-of-way, constructing, extending and improving streets and avenues, and sanitary or storm sewer systems. Under Article VI, Section 26(e), the City may incur additional indebtedness in an amount not to exceed 10% of assessed valuation for the purpose of purchasing or constructing waterworks, electric or other light plants to be owned exclusively by the City. However, the maximum total general obligation indebtedness the City may incur under all four sections may not exceed 20% of the assessed valuation of taxable tangible property in the City. The City may only incur such indebtedness upon the approval of four-sevenths of the qualified voters in the City voting on the proposition at any municipal, primary or general election or two-thirds voter approval on any other election date.

The legal debt limitation and debt margin (as of December, 2019) of the City are as follows:

Legal Debt Limitation and Debt Margin

Constitutional Debt Limitation under Article VI, Sections 26(b) through (e) (20% of 2019 assessed valuation)	\$642,788,392
General Obligation Bonds Outstanding	<u>(8,040,000)</u>
Net Remaining Debt Limitation	\$634,748,392

Industrial Facilities Purposes. The City is also authorized under Article VI, Section 23(a) to incur general obligation indebtedness for purchasing, constructing, extending or improving certain industrial facilities in an amount not to exceed 10% of the assessed valuation of taxable tangible property in the City. This 10% limitation is in addition to the 20% limitation applicable for the purposes described above. The City may only incur such indebtedness upon the approval of two-thirds of the qualified voters in the City voting on the proposition. The City has not issued any bonds under the authority of Article VI, Section 23(a).

Current General Obligation Indebtedness

The following table sets forth all of the outstanding general obligation indebtedness of the City as of June 30, 2019:

<u>Issue</u>	<u>Amount Outstanding</u>
General Obligation Sewer Improvement, Series 2005B	\$355,000
General Obligation Sewer Improvement, Series 2010	1,490,000
General Obligation Sewer Improvement/Refunding, Series 2014B	3,655,000
General Obligation, Series 2017F	2,330,000
Lone Pine Neighborhood Improvement District, Series 2003	<u>210,000</u>
Total	\$8,040,000

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2019.

The City has never defaulted on the payment of any of its debt obligations.

Overlapping or Underlying Indebtedness

The following table sets forth overlapping and underlying general obligation bonds or special or lease obligations of political subdivisions with boundaries overlapping the City or lying within the City as of June 30, 2019, and the estimated percent attributable to the City, based on information furnished by the jurisdictions responsible for the debt. The City has not independently verified the accuracy or completeness of that information. Furthermore, political subdivisions may have ongoing programs requiring the issuance of substantial additional bonds, the amounts of which cannot be determined at this time.

<u>Jurisdiction</u>	<u>Obligations Outstanding</u>	<u>Percent Attributable to the City</u>	<u>Amount Attributable to the City</u>
Springfield R-12 School District	\$459,151,000	83.30%	\$382,473,000
Ozarks Technical Community College	15,948,000	41.34	6,593,000
Greene County	106,521,000	60.69	64,648,000
Greene County Library District	<u>1,035,000</u>	60.69	<u>628,000</u>
Total	\$582,655,000		\$454,342,000

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2019.

Enterprise Fund Revenue Obligations of the City

The following table sets forth all of the outstanding revenue obligations of the City as of June 30, 2019, not including the City Utilities component unit:

<u>City Revenue Bonds:</u>	<u>Amount Outstanding</u>
State of Missouri State Revolving Fund Program, Sewer Control EIERA Series 2002B	\$15,150,000
State of Missouri State Revolving Fund Program, Sewer Control EIERA Series 2005A	3,970,000
State of Missouri State Revolving Fund Program, Sewer Control EIERA Series 2007A	4,345,000
Special Obligation Bonds – State of Missouri Direct Loan Program, Series 2010	8,256,300
Special Obligation Bonds Series 2012 Sewer System Improvement Project	19,680,000
Special Obligation Bonds Series 2015 Sewer System Improvement Project	37,305,000
Special Obligation Refunding Bonds Series 2017A (Non-AMT), Series 2017B (AMT)	57,565,000
Taxable Special Obligation Refunding Bonds Series 2018A	<u>3,985,000</u>
Total City Revenue Bonds	\$150,256,300

<u>City Notes:</u>	<u>Amount Outstanding</u>
State Wastewater Revolving Fund Program Intergovernmental Notes	\$10,769,074
Total City Notes	<u>\$10,769,074</u>

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2019.

Capital Lease Obligations

The City entered into several capital leases through September 1, 2023, to purchase equipment and vehicles throughout the City with interest rates ranging from 1.69% thru 3.225%. The net book value of capital assets under lease obligations was \$966,954 at June 30, 2019. The future minimum lease obligations and net present value of the minimum lease payments as of June 30, 2019, were as follows:

<u>Year ending June 30:</u>	<u>Governmental Activities</u>
2020	\$503,663
2021	343,325
2022	205,578
2023	162,163
2024	<u>24,633</u>
Total minimum lease payments	1,239,362
Less amounts representing interest	<u>(52,938)</u>
Present value of minimum lease payments	<u>\$1,186,424</u>

The City entered into a capital lease through February 1, 2022, to purchase snow removal equipment for the City's airport with an interest rate of 1.90%. The net book value of capital assets under lease obligations was \$2,142,591 at June 30, 2019. The future minimum lease obligations and net present value of the minimum lease payments as of June 30, 2019, were as follows:

<u>Year ending June 30:</u>	<u>National Airport Fund</u>
2020	\$419,607
2021	419,607
2022	<u>314,713</u>
Total minimum lease payments	1,153,927
Less amounts representing interest	<u>(32,251)</u>
Present value of minimum lease payments	<u>\$1,121,676</u>

The City entered into several capital leases through February 1, 2023, to purchase equipment for the City's golf courses with interest rates ranging from 1.6% to 3.225%. The net book value of capital assets under lease obligations was \$219,049 at June 30, 2019. The future minimum lease obligations and net present value of the minimum lease payments as of June 30, 2019, were as follows:

<u>Year ending June 30:</u>	<u>Nonmajor Enterprise Fund</u>
2020	\$120,647
2021	108,630
2022	66,719
2023	52,871
2024	<u>5,345</u>
Total minimum lease payments	354,212
Less amounts representing interest	<u>(16,132)</u>
Present value of minimum lease payments	<u>\$338,080</u>

Section 108 Loan Guarantee Assistance Program

During 2005, the City entered into a contract with the U.S. Department of Housing and Urban Development for Section 108 loan guarantee assistance totaling \$7.8 million. Since that time, the following loans have been issued for the following projects:

- \$2.1 million to 319 N. Main, LLC
- \$3 million to College Station
- \$1.6 million for small business loan pool
- \$1.1 million for Brick City, LP, Nanotechnology Partners, LLC and 28 Properties, LLC

	<u>Principal</u>	<u>Interest</u>
2020	\$517,000	\$92,457
2021	533,000	80,261
2022	563,000	67,403
2023	593,000	53,548
2024	626,000	38,736
2025-2027	<u>1,655,000</u>	<u>41,528</u>
	<u>\$4,487,000</u>	<u>\$373,933</u>

City Utilities Component Unit

The following is a summary of the long-term obligations outstanding for the City Utilities component unit as of September 30, 2018:

<u>City Utilities Revenue Obligations:</u>	<u>Amount Outstanding</u>
Board of Public Utilities, 6/2012 Lease Financing Agreement, due 12/1/2021	\$25,875,000
Board of Public Utilities, 10/2014 Lease Financing Agreement, due 9/1/2029	29,565,000
Public Utility Refunding Revenue Bonds, Series 2015	485,760,000
Board of Public Utilities, 10/2015 Lease Financing Agreement, due 12/1/2021	<u>17,660,000</u>
Total City Utilities Revenue Obligations	558,860,000
Less current maturities	<u>(31,480,000)</u>
Total City Utilities	<u>\$527,380,000</u>

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2019.

Lease and Other Special Obligations of the City

The following table shows other financial obligations of the City as of June 30, 2019, payable either from current revenues of the City subject to appropriation on an annual basis by the City Council or from certain other limited sources of repayment:

<u>Obligation:</u>	<u>Amount Outstanding</u>
Public Building Corporation Leasehold Revenue Bonds Series 2000A (Jordan Valley Park)	\$4,081,467
Springfield Center City Development Corporation Taxable Revenue Bonds Series 2002C (Jordan Valley Park)	3,130,000
Public Building Corporation Taxable Variable Rate Demand Revenue Bonds Series 2003 Recreation Ice	4,960,000
LCRA, Series 2004 SBDL Variable Rate Taxable Revenue Bonds	475,000
Special Obligation Refunding Bonds Series 2010	825,000
Special Obligation Refunding and Improvement Bonds Series 2011A and 2011B	2,565,000
Taxable Special Obligation Bonds Series 2013 Ozark Empire Fairgrounds Project	258,000
Special Obligation Refunding Bonds Series 2014A	7,160,000
Special Obligation Refunding Bonds Series 2016A and 2016B	19,820,000
Special Obligation Refunding Bonds Series 2017C	2,400,000
Special Obligation Refunding Bonds Series 2017D (College Station Garage)	5,655,000
Special Obligation Refunding Bonds Series 2017E (Heers Garage)	3,640,000
Capital Lease Purchase, 2013 - Parks Equipment	14,687
Capital Lease Purchase, 2013 - Information Systems Equipment	11,332
Capital Lease Purchase, 2014 - Parks Equipment	50,898
Capital Lease Purchase, 2014 - Police Equipment	14,598
Capital Lease Purchase, 2015 - Information Systems Equipment	79,573
Capital Lease Purchase, 2016 - Parks Equipment	201,668
Capital Lease Purchase, 2017A - Parks Equipment	225,429
Capital Lease Purchase, 2017B - Parks Equipment	352,887
Capital Lease Purchase, 2017 - Airport Snow Removal Equipment	1,121,676
Capital Lease Purchase, 2018 - Parks Equipment	451,844
Total	<u>\$55,920,539</u>

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2019.

On February 26, 2020, the City issued \$16,360,000 aggregate principal amount of its Special Obligation Improvement Bonds, Series 2020 (the "Bonds") to finance improvements to the City's stormwater system and certain fire stations and public works buildings. The City is currently working on a Capital Lease Purchase agreement in the amount of \$373,817 for information technology equipment, as well as improvements to the Police Headquarter's (South District Station) server room, including mechanical, electrical, and plumbing equipment and improvements necessary for proper installation and operation of the equipment, which is expected to close on or about October 1, 2020.

FINANCIAL INFORMATION CONCERNING THE CITY

Accounting

The City's budget is a plan for financing the programs of the City and is perhaps the most valuable document assisting the Mayor, City Council and the City Manager in guiding the growth of the City. The budget is the City Council's vehicle for describing the scope of services to be performed and capital improvements to be made during a given period of time. Because of the manner in which revenue estimates and appropriations are set up in the accounting records, the budget also provides a basis for control over municipal operations throughout the entire year. The City has developed and uses a program performance budget.

The budget process has four stages:

- **Budget Preparation:** Departments are required to prepare their program budget requests for the upcoming fiscal year on forms supplied by the Director of Finance. The amounts requested must be justified in terms of the results to be achieved.
- **Budget and Program Review:** The Director of Finance reviews all departments' program budget requests and makes recommendations to the City Manager. The City Manager and the Director of Finance confer with departmental officials to review all budget requests and determine appropriate budget levels, after which the City Manager makes the final budget decisions and submits his recommendation to the Mayor and the City Council by April 30.
- **Consideration and Adoption:** Sixty days prior to the City's fiscal year end, the City Manager's recommended budget is given to the Mayor and City Council for their review. They may make changes during this 60-day period and adopt the budget in accordance with provisions of the Charter.
- **Execution of the Budget Plan:** The actual implementation of the budget, as adopted by the Mayor and City Council, is effective July 1 of the fiscal year.

The City's Charter prescribes a mechanism for balancing the budget and limits the expenditures in the budget to available revenues each year.

Basis of Accounting

The basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The City uses fund accounting to ensure compliance with finance-related legal requirements. Funds are divided into three categories-governmental, proprietary and fiduciary.

Governmental funds are used to report functions of the City principally supported by taxes and intergovernmental revenues, including general government, public works, public safety, parks and recreation, public health, and planning and development. Governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year.

The City uses two types of proprietary funds. Enterprise funds are used to report functions that are intended to recover all or a significant portion of the City's costs through user fees and charges, including the airport, sanitary sewerage system, refuse disposal and golf. Internal service funds are used to accumulate and allocate costs internally among the City's various functions, including the City's service center, print shop and self-insurance (health and workers' compensation insurance) activities.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government, which are not available to support the City's own programs, including pension trust funds held in trust for pension benefits.

The governmental funds are accounted for using the modified accrual basis of accounting. Revenues are recognized when they become measurable and available as net current assets. Such revenue items are principally property and sales taxes, interest, intergovernmental revenues and special assessments. Expenditures are recorded when the liability is incurred, except for interest on long term debt, which is recorded when due. The governmental funds' measurement focus is on the determination of financial position and flow of financial resources rather than on a net income determination.

The proprietary funds and pension trust funds utilize the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the receipt or payment of cash. The measurement focus is on the determination of net income, financial position and cash flows. The assets and liabilities of agency funds are measured on the modified accrual basis of accounting. Agency funds are purely custodial and, thus, do not include measurement of results of operations.

For purposes of the City's financial statements, the financial reporting entity consists of the primary government (*i.e.*, the City) and its component units, for which the City is considered financially accountable.

Blended Component Units - The following legally separate entities are component units that are, in substance, a part of the City's general operations. These component units provide services entirely, or almost entirely, to the primary government or provide services that exclusively, or almost exclusively, benefit the primary government. Data from these units is combined with data of the primary government for financial reporting purposes.

The Public Building Corporation of the City of Springfield, Missouri ("PBC"), a not-for-profit corporation established to acquire, develop, construct and own facilities within the City approved by the City Council to promote the economic, social, industrial, cultural and commercial growth for the benefit of the City and its residents. Although legally separate from the City, the PBC is reported as if it were part of the primary government because its sole purpose is to finance the construction of capital projects within the City. No separate financial statements are prepared for the PBC.

The Springfield Center City Development Corporation ("SCCDC"), a not-for-profit corporation established to consider the feasibility and finance the costs of certain improvements to be located in the center city area which will promote the public welfare by improving and enhancing the ability of the City to provide for the health, safety and welfare of its citizens and quality recreational services to the citizens and visitors of the City. Although legally separate from the City, the SCCDC is reported as if it were part of the primary government because its sole purpose is to finance the construction of capital projects within the City. No separate financial statements are prepared for the SCCDC.

The Land Clearance for the Redevelopment Authority of the City of Springfield, Missouri ("LCRA"), a public corporation established to provide incentives to encourage investment and issue bonds to finance redevelopment and blight remediation. Although legally separate from the City, the LCRA is reported as if it were part of the primary government because its sole purpose is to finance the construction of capital projects within the City. No separate financial statements are prepared for the LCRA.

Discretely Presented Component Unit - The below mentioned discretely presented component unit is reflected separately in the financial statements to emphasize that it is legally separate from the City.

City Utilities of Springfield, Missouri ("City Utilities") is a municipally owned utility controlled by the Board of Public Utilities, which is appointed by the City Council in accordance with the City's Charter.

The financial statements of the governmental activities, the business-type activities, the blended component unit and the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as and for the fiscal year ended June 30, 2019, which collectively comprise the City's basic financial statements, were audited by RSM US LLP, Kansas City, Missouri, a firm of independent certified public accountants, in accordance with generally accepted auditing standards. Copies of the audit reports for the past three years are on file in the City Clerk's office and are available for review on the City's website at <https://www.springfieldmo.gov/data>.

Governmental Funds Summary

The following Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances of the City was prepared from the audited financial statements of the City. The statement set forth

below should be read in conjunction with the financial statements and accompanying notes set forth in *Appendix D* of this Official Statement and the financial statements on file with the City.

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Revenues:					
Taxes:					
Property	\$20,763,752	\$21,743,192	\$22,642,371	23,360,612	\$24,044,174
Sales	120,805,757	125,376,292	126,354,623	130,985,291	134,114,371
Franchise	6,256,900	6,155,032	5,563,604	5,310,829	5,874,574
Room	4,544,337	4,886,427	5,058,708	5,612,242	5,788,246
Licenses and permits	5,286,559	5,448,047	5,663,518	5,880,871	5,761,503
Intergovernmental	31,541,996	30,858,384	23,183,934	22,065,091	20,822,275
Charges for services	12,512,858	13,142,424	14,074,832	12,771,861	11,685,721
Fines and forfeitures	1,192,139	817,672	809,397	976,631	1,011,491
Special assessments	665,292	705,309	1,089,940	990,019	1,128,661
Revenues from use of money and property	1,003,474	1,583,274	0	0	0
Interest income	0	0	466,965	708,040	3,707,490
Payments in lieu of taxes	14,462,942	13,531,080	14,494,549	15,346,219	15,204,078
Other	4,570,995	6,720,478	8,947,895	8,207,721	10,067,378
Total Revenues	223,607,001	230,967,611	228,350,336	232,215,427	239,209,962
Expenditures:					
Current:					
Public works	18,879,250	19,506,184	21,542,262	19,487,147	23,743,101
Public safety	90,421,565	93,767,677	95,625,882	97,130,394	102,301,773
Parks and recreation	27,808,504	28,957,186	29,982,122	29,909,353	30,454,010
Planning and development	3,629,423	3,605,736	3,818,341	3,697,214	4,043,017
Public health	9,806,358	9,722,386	9,402,085	9,142,419	9,230,468
General government	25,608,442	24,972,898	26,430,264	26,686,475	28,444,499
Debt service:					
Principal	13,366,675	35,740,410	14,257,748	25,766,914	15,559,503
Bond Issuance Costs	97,085	401,391	80,147	220,287	5,752
Interest and other charges	5,208,066	5,803,158	4,087,659	3,793,128	3,303,880
Capital outlay:	38,044,042	33,113,250	28,059,526	20,566,112	18,493,697
Total expenditures	232,869,410	255,590,276	233,286,036	236,399,443	235,579,700
Excess (deficiency) of revenues over (under) expenditures	(9,262,409)	(24,622,665)	(4,935,700)	(4,184,016)	3,630,262
Other financing sources (uses):					
Issuance of Debt	0	0	0	2,430,000	0
Bond premium (discount)	628,749	1,451,350	254,717	580,006	0
Bond proceeds	2,472,666	0	0	0	0
Issuance of refunding bonds	4,487,334	26,300,000	2,860,000	10,195,000	0
Capital lease proceeds	926,840	338,100	425,724	396,690	452,752
Payment to escrow agent	0	(6,040,121)	0	0	0
Transfers in	16,955,426	22,840,935	13,599,524	14,160,134	13,937,839
Transfers out	(17,367,239)	(22,235,427)	(11,704,906)	(12,586,469)	(12,484,469)
Total other financing sources and uses	8,103,776	22,654,837	5,435,059	15,175,361	1,906,122
Net changes in fund balances	(1,158,633)	(1,967,828)	499,359	10,991,345	5,536,384
Fund balances – beginning	168,528,971	167,370,338	165,402,510	165,901,869	176,893,214
Fund balances – ending	\$167,370,338	\$165,402,510	\$165,901,869	\$176,893,214	\$182,429,598

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2019.

Sources of Revenue

The City finances its operations through the local property tax levy, sales tax, licenses and permits, intergovernmental revenues, charges for services, fines and forfeitures, payments in lieu of taxes and miscellaneous sources. In June 1978, when the voters of the City approved a 1% city sales tax, the City eliminated a \$1.00 levy for general government operations. The City's sales tax then became the largest single revenue source to support general government operations. Debt service on general obligation bonds is financed

solely through local property taxes or special assessments. For the 2019 fiscal year, the City's sources of revenue for all governmental funds were as follows:

<u>Source</u>	<u>Amount</u>	<u>%</u>
Property taxes	\$24,044,174	10.1%
Sales taxes	134,114,371	56.1%
Franchise and room taxes	11,662,820	4.9%
Licenses and permits	5,761,503	2.4%
Intergovernmental	20,822,275	8.7%
Charges for services	11,685,721	4.9%
Fines and forfeiture	1,011,491	0.4%
Special assessments	1,128,661	0.5%
Interest income	3,707,490	1.5%
Payments in lieu of taxes	15,204,078	6.4%
Miscellaneous	10,067,378	4.2%
Total Revenue	\$239,209,962	100.0%

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2019.

Tax Limitation Provisions

An amendment to the Missouri Constitution, popularly known as the Hancock Amendment, approved in 1980 places limitations on total state revenues and the levying or increasing of taxes without voter approval. The Missouri Supreme Court has interpreted the definition of "total state revenues" to exclude voter-approved tax increases. The Hancock Amendment also includes provisions for rolling back tax rates. If the assessed valuation of property, excluding the value of new construction and improvements, increases by a larger percentage than the increase in the Consumer Price Index from the previous year (or 5%, if greater), the maximum authorized current levy must be reduced to yield the same gross revenue from existing property, adjusted for changes in the Consumer Price Index, as could have been collected at the existing authorized levy on the prior assessed value. This reduction is often referred to as a "Hancock rollback." The limitation on local governmental units does not apply to taxes imposed for the payment of principal and interest on general obligation bonds.

Risk Management

The City's risk management program, established in 1987, consists of a combination of self-insured and insured components. The City maintains coverage general liability, public officials' liability, law enforcement legal liability, cyber insurance and property insurance. Self-insured components include workers' compensation and health insurance. The City has reinsurance in place to protect against large claims in these self-insured areas. Loss control efforts consist of various in-house programs directed at such high risk-type activities as workers' compensation claims and automobile liability insurance. These measures are supported by a Loss Control Committee, consisting of members of the five major operating departments. Claims administration is currently handled by third-party administrators and in-house personnel.

Employee Relations

The City has nearly 1,869 full-time equivalent employees, of which approximately 30% are represented by unions. These unions include the Springfield Police Officers' Association (SPOA), the International Association of Fire Fighters (IAFF) and most recently, the International Brotherhood of Electrical Workers (IBEW). The City entered into its initial collective bargaining agreement with the IBEW this current fiscal year. Missouri law requires the public employer to bargain in good faith with the intention of reaching an agreement. The law contemplates that both parties will approach the negotiations with an open mind and will make a reasonable effort to reach an agreement.

Employee relations to this point have been very stable with no major disruptions to city services. Future relations are hard to predict, but all unions have, in the judgment of the City, bargained in good faith in the past.

The City's employment level has remained stable over the past few years with no major increases or decreases in personnel.

Employee Retirement Systems and Plans

The City maintains the Pension Trust Fund, which covers substantially all employees of the City's police and fire departments that were hired on or before June 1, 2006. Employees of the City's police and fire departments hired after June 1, 2006, participate in the Missouri Local Government Employees Retirement System (LAGERS), a statewide local government retirement system. LAGERS covers substantially all of the City's employees (not covered under the Pension Trust Fund) and the employees of the City Utilities component unit.

Below is a summary of the amounts reported by the primary government of the City:

	<u>LAGERS</u>	<u>Police & Firefighters</u>	<u>Total</u>
Net pension liability	\$-	\$128,083,687	\$128,083,687
Net pension asset	5,058,030	-	5,058,030
Deferred outflows of resources	11,218,015	60,996,309	72,214,324
Deferred inflows of resources	10,805,523	1,605,549	12,411,072
Pension expense	12,915,063	43,906,095	56,821,158

Plan information is as follows. Unless otherwise described, amounts relate to the primary government of the City and exclude the discretely presented component unit.

Police Officers' and Fire Fighters' Retirement System (Plan)

General Information about the Plan

Plan Description - The City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the "Plan"), is a single-employer, defined benefit pension plan. Prior to closing the Plan to new entrants on January 31, 2010, the City's police officers and fire fighters became members in the Plan as a condition of their employment. Members hired on or after June 1, 2006, have voluntarily left the Plan and are currently members in LAGERS. These former members' contributions to this plan have been refunded and they are no longer due any benefits. Police officers and fire fighters hired on or after February 1, 2010, are provided a retirement plan through LAGERS.

Operations of the Plan are governed by City ordinance and are administered by the Plan's Board of Trustees (the "Trustees"). The Trustees consists of nine voting members: one current member of the police department, one current member of the fire department, one former employee who is currently receiving benefits from the system and six citizens recommended by the City Manager and approved by the City Council. The Trustees also include five nonvoting members, one of which is a member of the City Council designated by the Mayor to act as a liaison. The Plan is not subject to the provisions of the *Employee Retirement Income Security Act of 1974*. Sections 2-441 through 2-483 of the Springfield, Missouri Code of Ordinances should be referred to for complete details of the Plan. Members should also refer to the pamphlet, *City of Springfield Police Officers' and Fire Fighters' Retirement Fund Summary*, for a more complete description of the Plan's provisions.

A separate publicly available financial report is issued that includes financial statements and required supplementary information. The financial report may be obtained by writing to the City of Springfield, Finance Department, P.O. Box 8368, Springfield, Missouri 65801-8368 or by calling (417) 864-1625. An Actuarial Valuation as of June 30, 2019, for the Police Officers and Fire Fighters' Retirement Fund is included in **Appendix F**.

Retirement Benefits - Members become vested in the Plan after five years of service. Members are entitled to retirement benefits after 25 years of service, at age 50 after 20 years of service, or at age 60. Members with at least five years of service may elect to receive early retirement reduced benefits at age 55. Normal

retirement benefits are 2.8% multiplied by total years of credited service multiplied by the average of a member's highest three years of salary within the last 10 years, limited to 70% of average annual salary.

Disability Benefits - Nonduty disability benefits are available to members having at least three years of service who become totally and permanently disabled from nonduty causes. These benefits are 1.75% of the member's average salary if the member retired prior to January 1, 2005, and seven-eighths of the percentage multiplier rate for the normal service retirement benefit, including the additional three-tenths multiplier for each year of service, subject to a minimum of 25% and a maximum of 50% for members who are current employees of the police or fire departments on and before January 1, 2005.

With respect to any member commencing employment on or after January 1, 2005, and before June 1, 2006, and having at least five years of service who become totally and permanently disabled from nonduty causes shall be entitled to a nonduty disability. This pension shall be payable during the lifetime of the member, provided the disability continues. The pension for members commencing employment on or after January 1, 2005, and before June 1, 2006, shall be equal to seven-eighths of the percentage multiplier rate for the normal service retirement benefit in effect at the time of the granting of the nonduty disability pension, including the additional three-tenths multiplier amount times the average salary for each year of service, subject to a minimum benefit of 25% of average salary and a maximum benefit of 50% of average salary.

Duty disability benefits are available to members, irrespective of the length of service, who become disabled as a direct result of occupational duties. Duty disability benefits are 66 2/3% of the member's salary in effect at the date of the disability, with an offset for any amounts payable under worker's compensation.

Survivor Benefits - A pension equal to 50% of the member's average salary in effect at the date of death is payable to the surviving spouse if death occurs as a direct result of an act of duty. An additional allowance of 10% of the member's salary is payable for each surviving child under the age of 18, subject to a maximum payment to a surviving spouse and children of 75% of the member's salary, with an offset for any amounts payable under workers' compensation. Survivor's pensions for nonduty connected deaths are 25% of average salary plus 1 and 1/8% of average salary for each year of service, provided the member had at least five years of service, subject to a maximum of 50% of average salary paid to the surviving spouse. An additional 10% of the member's salary is payable for each surviving child under the age of 18, subject to a maximum payment of 60% of the member's salary to a surviving spouse and children for a nonduty death.

Termination - A member who terminates employment with the City and is not eligible for benefits from the Plan, is paid on demand and without interest his contributions to the Plan. If the member has five years of service, the member may remain vested and elect to receive benefits payable commencing at the member's normal retirement date.

Annual Adjustments - Plan members entering the Plan prior to June 1, 2006, will have pension benefits increased 3% each July over the amount paid in the preceding month of June, provided the pension has been paid at least 12 months prior to the July change. For age and service retirement pensions, the 3% increase does not begin until the calendar year of the employee's 56th birthday. Surviving spouses and dependent children receiving benefits are also eligible for the increase.

Members Covered by Benefit Terms - Membership in the Plan as of June 30, 2019, is comprised of the following:

	<u>Police Officers</u>	<u>Firefighters</u>	<u>Total</u>
Retirees and beneficiaries currently receiving benefits	287	304	591
Terminated vested members	18	1	19
Fully vested active members	<u>128</u>	<u>87</u>	<u>215</u>
Total	433	392	825

Contributions - The City's funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are designed to accumulate sufficient assets to pay benefits when due. Police members entering the Plan prior to June 1, 2006, were required to

contribute 17.70% of their annual salary to the Plan for the year ended June 30, 2019. Commencing July 1, 2019 and continuing thereafter the Police members in the Plan will contribute 20.0% of their annual salary and the rate will not be subject to recalculation. Fire members entering the Plan prior to June 1, 2006, were required to contribute to the Plan 15.13% of their annual salary for the year ended June 30, 2019 and the rate will not be subject to recalculation. The City may, at its discretion, contribute the remaining amounts necessary to fund the Plan using the entry age normal actuarial method as specified by ordinance. For the year ended June 30, 2019, the City's contribution rate to the Plan was 35% of member salaries.

During the year ended June 30, 2019, contributions totaling \$42,903,560 were made to the Plan. In 2019, the employer's actual contributions of \$6,337,970 and \$33,691,590 in public safety sales tax revenue met the annual required employer's contributions of \$12,862,864 as determined by the Plan's actuary. For the year ended June 30, 2019, employer contributions represented 39.4% and employee contributions represented 17.9% of covered payroll.

The amount of contributions relating to the public safety sales tax due from the City at June 30, 2019, was \$5,472,527. The public safety sales tax earned in May and June 2019 was \$3,262,654 and \$2,209,873, respectively. The Plan received these contributions subsequent to June 30, 2019.

The reimposition of the $\frac{3}{4}$ cent sales tax was approved by City voters on November 15, 2019, after two consecutive 5-year periods of collection. The tax will be in place for an additional 5 years, or whenever the Plan is fully funded, whichever occurs first. The City intends to regularly evaluate whether the tax would need to be renewed for an additional five-year period.

Net Pension Liability

The City's net pension liability was measured at June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of the date.

Actuarial Methods and Assumptions - The total pension liability was determined by an actuarial valuation prepared as of June 30, 2019, using the following actuarial assumptions applied to the period included in the measurement:

Actuarial cost method	Entry age normal costs	
Inflation	2.3%	
Salary increases	Range from 7% at hire to 2.5% at 13 years of service	
Net investment rate of return	6.5%	
Cost of living adjustment	3%	
Retirement age		Percentage retiring in the next year
	<u>Age</u>	
	45-50	35%
	51-54	25%
	55-59	50%
	60+	100%
Turnover	Rates based on experience	
Mortality	Pub-2010 Safety Amount-weighted Mortality tables generational projection from 2010 using 70% of Scale MP-2018	

The actuarial assumptions used in the June 30, 2019, valuations were based on the results of an actuarial experience study for the period July 1, 2014 - June 30, 2018.

The long-term expected rate of return on pension plan investments was determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions as of June 30, 2019.

<u>Asset Class</u>	<u>Index</u>	<u>Target Allocation</u>	<u>Long-Term Expected Arithmetic Real Rate of Return</u>	<u>Long-Term Expected Geometric Real Rate of Return</u>
US Core Fixed Income	Barclays Aggregate	10.00%	1.79%	1.69%
US Long Bonds	Barclays LT Gvt/Credit	10.00	2.54	2.17
Global Bonds	Citi WGBI	4.50	0.43	0.17
Emerging Markets Bonds	JPM EMBI Plus	5.00	3.47	2.65
US Large Caps	S&P 500	17.00	4.44	3.33
US Small Caps	Russell 2000	4.50	5.78	3.93
Global Equity	MSCI ACWI NR	3.00	5.40	4.13
Foreign Developed Equity	MSCI EAFE NR	11.00	6.09	4.57
Emerging Markets Equity	MSCI EM NR	11.00	8.26	5.47
Non-US Small Cap	S&P EPAC EMI	4.00	6.67	4.96
Global REITs	FTSE EPRA/NAREIT Developed	2.50	5.62	3.93
Private Real Estate Property	NCREIF Property	4.00	3.87	3.16
Infrastructure	S&P Global Infrastructure	3.50	4.88	3.95
Hedge FOF Conservative	HFRI FOF Conservative	5.00	1.68	1.55
Hedge Funds-Event Driven	HFRI-Event Driven	5.00	3.54	3.18
Assumed Inflation - Mean				2.30%
Assumed Inflation - Standard Deviation				1.65%
Long-Term Expected Rate of Return				6.50%

Discount Rate - The discount rate used to measure the total pension liability at June 30, 2019, was 6.50%. As of June 30, 2019, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive members. The projection of cash flows used to determine the discount rate assumed (1) current active members contribute the required employee contribution amounts; (2) the employer contributes 35% of covered payroll; and (3) contributions from the sales tax are assumed to increase by 1% per year and cease at the end of the 5-year renewal period that was approved on November 5, 2019. Therefore, the long-term expected rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

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Changes in Net Pension Liability

	Total Pension Liability	Increase (Decrease) Plan Fiduciary Net Position	Changes in Net Pension Liability
	(a)	(b)	(a) - (b)
Balances as of June 30, 2018	\$506,264,467	\$428,665,084	\$77,599,383
Changes for the year:			
Service cost	4,627,387	--	4,627,387
Interest on total pension liability	34,758,613	--	34,758,613
Effect of plan changes	(71,511)	--	(71,511)
Effect of economic/demographic gains	10,515,657	--	10,515,657
Effect of assumptions changes or inputs	60,951,256	--	60,951,256
Benefit payments	(29,173,906)	(29,173,906)	--
Employer contributions	--	40,029,560	(40,029,560)
Member contributions	--	2,874,030	(2,874,030)
Net investment income	--	17,393,508	17,393,508
Net changes	81,607,496	31,123,192	50,484,304
Balances as of June 30, 2019	\$587,871,963	\$459,788,276	\$128,083,687

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following sensitivity analysis presents the net pension liability of the City, calculated using the discount rate of 6.50% as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.50%) or 1 percentage point higher (7.50%) than the current rate:

	1% Decrease (5.50%)	Current Discount Rate (6.50%)	1% Increase (7.50%)
Total pension liability	\$669,735,944	\$587,871,963	\$521,625,580
Fiduciary net position	(459,788,276)	(459,788,276)	(459,788,276)
Net pension liability	\$209,947,668	\$128,083,687	\$61,837,304

Pension Plan Fiduciary Net Position - Detailed information about the Plan's fiduciary net position is available in a separately issued, publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the website at www.springfieldmo.gov.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended June 30, 2019, the City recognized pension expense of \$43,906,095 related to the Plan. The City reported deferred outflows and inflows of resources related to the Plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$7,567,890	\$(1,605,549)
Changes of assumptions	37,508,465	--
Net difference between projected and actual investment earnings	15,919,954	--
Total	\$60,996,309	\$(1,605,549)

Amounts reported as deferred outflows and deferred inflows or resources related to the Plan will be recognized in pension expense as follows:

<u>Year ended June 30:</u>	
2020	\$33,350,547
2021	18,893,133
2022	4,529,989
2023	<u>2,617,091</u>
Total	<u>\$59,390,760</u>

Investment gains/losses are recognized in pension expense over a period of five years; economic/demographic gains/losses and assumption changes or inputs are recognized over the average remaining service life for all active and inactive members.

Payable to the Plan

At June 30, 2019, the City reported a payable of \$5,472,527 due the Pension Plan from the Public Safety Pension Sales Tax Fund collected for the year ended June 30, 2019.

Missouri Local Government Employees Retirement System (LAGERS) - The City

General Information about LAGERS

Plan Description - The City's defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and it is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits provided - LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police and fire) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police and fire) and receive a reduced allowance.

Benefit Multiplier:	2%
Final Average Salary:	3 years
Member Contribution Rate:	0%

Benefit terms provide for annual postretirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees Covered by Benefit Terms - At June 30, 2019, the following employees were covered by benefit terms:

	<u>General</u>	<u>Police Officers</u>	<u>Fire Fighters</u>
Retirees and beneficiaries currently receiving benefits	871	6	1
Terminated vested members	283	25	6
Fully vested active members	<u>1,200</u>	<u>200</u>	<u>123</u>
Total	<u>2,354</u>	<u>231</u>	<u>130</u>

Contributions - The City is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is an estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the City do not contribute to LAGERS. Employer contribution rates are 15.7% (General), 19.0% (Police) and 21.5% (Fire) of annual covered payroll. The City's contribution to LAGERS for the year ended June 30, 2019, was \$12,706,096.

Net Pension Liability

The City's net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 28, 2019. The roll-forward of total pension liability from February 28, 2019, to June 30, 2019, reflects expected service cost and interest reduced by actual benefit payments and administrative expenses.

Actuarial Assumptions - The total pension liability in the February 28, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial cost method	Entry age normal and modified terminal funding
Amortization method	A level percentage of payroll amortization method is used to amortize the UAAL over a closed period of years. If the UAAL (excluding the UAAL associated with benefit changes) is negative, then this amount is amortized over the greater of (i) the remaining initial amortization period or (ii) 15 years.
Remaining amortization period	General - Multiple bases from 12 to 15 years Police & Fire - Multiple bases from 11 to 21 years
Asset valuation method	5 year smoothed market, 20% corridor
Inflation	3.25% wage inflation, 2.50% price inflation
Salary increases	General & Police - 3.25% to 6.55% including wage inflation Fire - 3.25% to 7.15% including wage inflation
Net investment rate of return	7.25%, net of investment expenses
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	The healthy retiree mortality tables, for postretirement mortality, were the RP-2014 Healthy Annuitant mortality tables for males and females. The disabled retire mortality tables, for postretirement mortality, were the RP-2014 disabled mortality table for males and females. The preretirement mortality tables used were the RP-2014 employees mortality table for males and females. Both the postretirement and preretirement tables were adjusted for mortality improvement back to the observation period base year of 2006. The base year for males was then established to be 2017. Mortality rates for a particular calendar year are determined by applying the MP-2015 mortality improvement scale to the above described tables.
Other Information	None

Note: UAAL is the Unfunded Actuarial Accrued Liability.

The actuarial assumptions used in the February 28, 2019, valuation were based on the results of an actuarial experience study for the period March 1, 2010, through February 28, 2015.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of returns (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Rate of Return</u>
Equity	35.00%	4.78%
Fixed Income	31.00%	1.41%
Real Assets	36.00%	3.29%
Strategic Assets	8.00%	5.25%
Alpha	15.00%	3.67%
Cash	10.00%	0.00%
Leverage	-35.00%	-0.51%

Discount Rate - The discount rate used to measure the total pension liability is 7.25%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pensions plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

Changes in the Net Pension Liability

	<u>Increase (Decrease)</u>		
	<u>Total Pension Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Changes in Net Pension Liability</u>
	<u>(a)</u>	<u>(b)</u>	<u>(a) - (b)</u>
Balances as of June 30, 2018	<u>\$356,085,221</u>	<u>\$363,719,668</u>	<u>\$(7,634,447)</u>
Changes for the year:			
Service cost	9,422,651	--	9,422,651
Interest on total pension liability	25,519,207	--	25,519,207
Difference between expected and actual experience	3,723,636	--	3,723,636
Benefit payments	(17,760,867)	(17,760,867)	--
Employer contributions	--	12,706,096	(12,706,096)
Employee contributions	--	57,701	(57,701)
Net investment income	--	23,461,238	(23,461,238)
Administrative expenses	--	(320,387)	320,387
Other (Net Transfer)	--	184,429	(184,429)
Net changes	<u>20,904,627</u>	<u>18,328,210</u>	<u>2,576,417</u>
Balances as of June 30, 2019	<u>\$376,989,848</u>	<u>\$382,047,878</u>	<u>\$(5,058,030)</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following sensitivity analysis presents the net pension liability of the City, calculated using the discount rate of 7.25% as well as what

the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.25%) or 1 percentage point higher (8.25%) than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Total pension liability	\$431,345,854	\$376,989,848	\$332,580,732
Fiduciary net position	<u>(382,047,878)</u>	<u>(382,047,878)</u>	<u>(382,047,878)</u>
Net pension liability (asset)	<u>\$49,297,976</u>	<u>\$5,058,030</u>	<u>\$(49,467,146)</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended June 30, 2019, the City recognized pension expense of \$12,915,063 related to LAGERS. The City reported deferred outflows and inflows of resources related to LAGERS from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$7,876,224	\$(2,111,217)
Assumption changes	3,341,791	--
Net difference between projected and actual earnings	--	<u>(8,694,306)</u>
Total	<u>\$11,218,015</u>	<u>\$(10,805,523)</u>

Amounts reported as deferred outflows and deferred inflows or resources related to LAGERS will be recognized in pension expense as follows:

<u>Year ended June 30:</u>	
2020	\$1,028,968
2021	(4,120,618)
2022	(1,910,524)
2023	1,585,072
2024	770,119
Thereafter	<u>3,059,475</u>
Total	<u>\$412,492</u>

The deferred outflows of resources related to the difference between expected and actual investment earnings is being amortized over a closed five-year period. The remaining deferred outflows and inflows of resources are being amortized over a closed period equal to the average of the expected service lives of all employees as of the beginning of each measurement period.

Payable to LAGERS

At June 30, 2019, the City reported a payable of \$998,989 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2019.

Allocation of LAGERS Net Pension Liability

The City's full-time equivalents at June 30, 2019, was used to allocate the net pension liability and deferred inflows of resources and deferred outflows of resources related to pension.

Missouri Local Government Employees Retirement System (LAGERS) – City Utilities

General Information about LAGERS

Plan Description - City Utilities' defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. City Utilities participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits provided - LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of City Utilities, within the options available in the state statutes governing LAGERS. All benefit vest after 5 years of credited service. Employees who retire on or after age 60 with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 and receive a reduced allowance.

Benefit Multiplier:	2%
Final Average Salary:	3 years
Member Contributions:	0%

Benefit terms provide for annual postretirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees Covered by Benefit Terms - At June 30, 2018, the measurement date for the net pension liability at September 30, 2018, the following employees were covered by benefit terms:

	<u>City Utilities</u>
Inactive employees or beneficiaries currently receiving benefits	870
Inactive employees entitled to but not yet receiving benefits	73
Active employees	<u>927</u>
Total	1,867

Contributions - City Utilities is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is an estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of City Utilities do not contribute to LAGERS. City Utilities' contribution rate is 22.8% of annual covered payroll. The City Utilities' contribution to LAGERS was \$18.1 million during fiscal year 2018.

Net Pension Liability

City Utilities' net pension liability as of September 30, 2018, was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 28, 2018. The roll-forward of total pension liability from February 28, 2018, to June 30, 2018, reflects expected service cost and interest reduced by actual benefit payments and administrative expenses.

Actuarial Assumptions - The total pension liability in the February 28, 2018, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.25% wage inflation; 2.50% price inflation
Salary increases	3.25% to 6.55%, including wage inflation
Investment rate of return	7.25%

Mortality rates were determined by applying the MP-2015 mortality improvement scale to the RP-2014 mortality tables.

The actuarial assumptions used in the February 28, 2018, valuation were based on the results of an actuarial experience study for the period March 1, 2010, through February 28, 2015.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of returns (expected returns, net of investment and administrative expenses and inflation) were developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Rate of Return</u>
Equity	43.00%	5.16%
Fixed Income	26.00%	2.86%
Real Assets	21.00%	3.23%
Strategic Assets	10.00%	5.59%

Discount Rate - The discount rate used to measure the total pension liability is 7.25%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

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Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Changes in Net Pension Liability
	(a)	(b)	(a) - (b)
Balances as of September 30, 2017	\$608,900,000	\$559,295,000	\$49,605,000
Changes for the year:			
Service cost	9,355,000	--	9,355,000
Interest on total pension liability	43,369,000	--	43,369,000
Difference between expected and actual experience	1,420,000	--	1,420,000
Assumption changes	--	--	--
Employer contributions	--	17,893,000	(17,893,000)
Employee contributions	--	215,000	(215,000)
Net investment income	--	68,867,000	(68,867,000)
Benefit payments, including refunds	(31,161,000)	(31,161,000)	--
Administrative expenses	--	(159,000)	159,000
Other changes	--	379,000	(379,000)
Net changes	22,983,000	56,034,000	(33,051,000)
Balances as of September 30, 2018	\$631,883,000	\$615,329,000	\$16,554,000

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following sensitivity analysis presents the net pension liability of City Utilities, calculated using the discount rate of 7.25% as well as what City Utilities' net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.25%) or 1 percentage point higher (8.25%) than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Total pension liability	\$713,366,000	\$631,883,000	\$564,014,000
Plan fiduciary net position	(615,329,000)	(615,329,000)	(615,329,000)
Net pension liability	\$98,037,000	\$16,554,000	\$51,315,000

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended September 30, 2018, City Utilities recognized pension expense of \$18.0 million related to LAGERS. City Utilities reported deferred outflows and inflows of resources related to LAGERS from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences in experience	\$2,035,000	\$(4,653,000)
Differences in assumptions	8,803,000	--
Net difference between projected and actual earnings on pension plan investments	--	(16,153,000)
Contributions subsequent to the measurement date*	4,810,000	--
Total	\$15,648,000	\$(20,806,000)

*The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as a reduction in the net pension liability for the year ending September 30, 2019.

Amounts reported as deferred outflows and deferred inflows or resources related to LAGERS will be recognized in pension expense as follows:

Year ended September 30:

2019	\$5,844,000
2020	(298,000)
2021	(10,035,000)
2022	<u>(5,479,000)</u>
Total	<u><u>\$ (9,968,000)</u></u>

Payable to LAGERS

At September 30, 2018, City Utilities reported a payable of \$1.7 million for the outstanding amount of contributions to the pension plan required for the year end.

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**Inserted From
Required Supplementary Information**

Schedule of Changes in the City's Net Pension Liability and Related Ratios

Police Officers' and Fire Fighters' Retirement System

June 30, 2019

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total Pension Liability					
Service cost	\$4,627,387	\$4,857,515	\$5,124,179	\$6,186,917	\$6,421,328
Interest on total pension liability	34,758,613	33,801,335	32,752,550	31,689,760	30,102,570
Effect of plan changes	(71,511)	--	--	894,095	--
Effect of economic/demographic gains or (losses)	10,515,657	3,533,860	(25,688,781)	12,967,592	9,559,745
Effect of assumption changes or inputs	60,951,256	--	--	25,654,760	--
Benefit payments	(29,173,906)	(27,429,971)	(26,224,549)	(24,565,654)	(23,409,498)
Net Change in Total Pension Liability	81,607,496	14,762,739	(14,036,601)	52,827,470	22,674,145
Total Pension Liability – Beginning	<u>506,264,467</u>	<u>491,501,728</u>	<u>505,538,329</u>	<u>452,710,859</u>	<u>430,036,714</u>
Total Pension Liability – Ending (a)	<u>587,871,936</u>	<u>506,264,467</u>	<u>491,501,728</u>	<u>505,538,329</u>	<u>452,710,859</u>
Fiduciary Net Position					
Employer – public safety pension sales tax	33,691,589	33,237,631	32,264,970	7,050,080	30,772,390
Employer contributions	6,337,971	6,578,099	6,682,484	31,993,126	7,131,402
Member contributions	2,874,030	2,978,645	3,171,628	2,945,796	2,982,942
Net investment income (loss)	17,757,238	18,966,441	35,586,160	2,961,409	(4,344,668)
Other revenue	43,774	14,975	316,441	--	82,892
Benefit payments	(26,313,731)	(24,920,661)	(23,459,434)	(22,179,942)	(20,823,494)
Refunds of contributions	(2,860,175)	(2,509,310)	(2,765,114)	(2,385,712)	(2,586,004)
Administrative expenses	(407,504)	(387,743)	(377,530)	369,065	(335,340)
Net changes in Fiduciary Net Position	31,123,192	33,958,077	51,419,605	20,753,822	12,880,120
Fiduciary Net Position – Beginning	<u>428,665,084</u>	<u>394,707,007</u>	<u>343,287,402</u>	<u>322,533,580</u>	<u>309,653,460</u>
Fiduciary Net Position – Ending (b)	<u>459,788,276</u>	<u>428,665,084</u>	<u>394,707,007</u>	<u>343,287,402</u>	<u>322,533,580</u>
Net Pension Liability, Ending = (a) – (b)	<u>\$128,083,687</u>	<u>\$77,599,383</u>	<u>\$96,794,721</u>	<u>\$162,250,927</u>	<u>\$130,177,279</u>
Fiduciary Net Position as a Percentage of Total Pension Liability	78.21%	84.67%	80.30%	67.90%	71.23%
Covered Payroll	\$16,089,920	\$16,588,735	\$17,337,474	\$19,031,138	\$18,844,060
Net Pension Liability as a Percentage of Covered Payroll	796.05%	467.78%	558.30%	852.56%	690.81%

This schedule presents the information available to the City and will include ten-year trend information once available.

Note: In 2016, amounts reported as changes in assumptions resulted primarily from the change in discount rate. In 2019, amounts reported as assumption changes resulted primarily from a decrease in the discount rate and investment rate of return from 7.0% to 6.5%, change in the mortality table, decrease in the inflation rate from 2.5% to 2.3% and change in retirement rates.

**Inserted From
Required Supplementary Information**

Schedule of City Contributions

Police Officers' and Fire Fighters' Retirement System

Ten Years Ended June 30, 2019

Fiscal Year Ending June 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as a % of Covered Payroll
2010	\$13,137,104	\$31,916,852	\$(18,779,748)	\$20,970,392	152.20%
2011	12,972,229	34,141,863	(21,169,634)	20,498,113	166.56
2012	20,881,652	35,726,586	(14,844,934)	19,976,163	178.85
2013	20,823,687	35,615,908	(14,792,221)	20,060,038	177.55
2014	19,607,474	36,973,397	(17,365,923)	18,770,274	196.98
2015	16,267,747	37,903,792	(21,636,045)	18,844,060	201.14
2016	18,370,494	39,043,206	(20,672,712)	19,031,138	205.15
2017	16,423,634	38,947,454	(22,523,820)	17,337,474	224.64
2018	14,546,713	39,815,730	(25,269,017)	16,588,735	240.02
2019	12,862,864	40,029,560	(27,166,696)	16,089,920	248.79

Notes to Schedule:

Valuation date: Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year which the contributions are reported. Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal cost
Amortizing method	Level dollar, closed
Remaining amortization period	11 years
Asset valuation method	5 years, non-asymptotic
Inflation	2.3%
Salary increases	Range from 7% at hire to 2.5% at 13 years of service, including inflation
Net investment rate of return	6.5%
Cost of living adjustment	3%
Retirement age	Percentage retiring in the next year
	<u>Age</u>
	45-50 35%
	51-54 25%
	55-59 50%
	60+ 100%
Turnover	Rates based on experience
Mortality	Pub-2010 Safety Amount-weighted Mortality tables generational projection from 2010 using 70% of Scale MP-2018

**Inserted From
Required Supplementary Information**

Schedule of Changes in the City's Net Pension Liability and Related Ratios

Missouri Local Government Employees Retirement System

June 30, 2019

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total Pension Liability					
Service cost	\$9,422,651	\$8,876,187	\$8,383,463	\$7,711,405	\$7,314,005
Interest on total pension liability	25,519,207	24,242,444	23,161,065	21,258,824	20,338,603
Difference between expected and actual experience	3,723,636	1,278,339	(1,089,907)	331,826	(327,941)
Changes of assumptions	--	--	--	11,682,483	--
Benefit payments	<u>(17,760,867)</u>	<u>(16,373,225)</u>	<u>(15,209,331)</u>	<u>(14,948,976)</u>	<u>(14,709,597)</u>
Net Change in Total Pension Liability	20,904,627	18,023,745	15,245,290	26,035,562	12,615,070
Total Pension Liability – Beginning	<u>356,085,221</u>	<u>338,061,476</u>	<u>322,816,186</u>	<u>296,780,624</u>	<u>284,165,554</u>
Total Pension Liability – Ending (a)	<u>376,989,848</u>	<u>356,085,221</u>	<u>338,061,476</u>	<u>322,816,186</u>	<u>296,780,624</u>
Fiduciary Net Position					
Employer contributions	12,706,096	11,911,247	10,712,413	10,730,032	10,393,079
Employee contributions	57,701	--	39,487	835,088	--
Net investment income (loss)	23,461,238	39,860,875	35,144,124	(190,858)	5,869,623
Benefit payments	(17,760,867)	(16,373,225)	(15,209,331)	(14,948,976)	(14,709,597)
Administrative expenses	(320,387)	(219,064)	(209,536)	(200,224)	(212,878)
Other (net transfer)	<u>184,429</u>	<u>567,621</u>	<u>402,304</u>	<u>1,311,867</u>	<u>(3,482,136)</u>
Net change in Fiduciary Net Position	18,328,210	35,747,454	30,879,461	(2,463,071)	(2,141,909)
Fiduciary Net Position – Beginning	<u>363,719,668</u>	<u>327,972,214</u>	<u>297,092,753</u>	<u>299,555,824</u>	<u>301,697,733</u>
Fiduciary Net Position – Ending (b)	<u>382,047,878</u>	<u>363,719,668</u>	<u>327,972,214</u>	<u>297,092,753</u>	<u>299,555,824</u>
Net Pension Liability (Asset), Ending = (a) – (b)	<u>\$(5,058,030)</u>	<u>\$(7,634,447)</u>	<u>\$10,089,262</u>	<u>\$25,723,433</u>	<u>\$(2,775,200)</u>
Fiduciary Net Position as a Percentage of Total Pension Liability	101.34%	102.14%	97.02%	92.03%	100.94%
Covered Payroll	\$74,373,640	\$70,497,960	\$66,876,221	\$63,399,882	\$58,419,529
Net Pension Liability (Asset) as a Percentage of Covered Payroll	-6.80%	-10.83%	15.09%	40.57%	-4.75%

This schedule presents the information available to the City and will include ten-year trend information once available.

Note: In 2016: amounts reported as changes in assumptions resulted primarily from the change in the mortality table, inflation rate and salary increase.

Inserted From
Required Supplementary Information

Schedule of City Contributions

Missouri Local Government Employees Retirement System

Ten Years Ended June 30, 2019

Fiscal Year Ending June 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as a % of Covered Payroll
2010	\$8,279,998	\$8,279,994	\$4	\$45,745,835	18.10%
2011	8,741,244	8,741,246	(2)	46,786,249	18.68
2012	8,926,013	8,926,011	2	50,128,053	17.81
2013	9,771,252	9,746,927	24,325	53,695,559	18.15
2014	10,029,737	10,029,738	(1)	57,081,234	17.57
2015	10,389,477	10,389,477	--	59,111,940	17.58
2016	10,728,152	10,728,151	1	66,207,880	16.20
2017	10,712,822	10,712,822	--	68,066,639	15.74
2018	12,072,598	11,911,247	161,351	70,497,960	16.90
2019	12,758,009	12,706,096	51,913	75,352,876	16.86

Notes to Schedule:

Valuation date: Actuarially determined contribution rates are calculated as of February 28, two years and four months prior to the end of the fiscal year which the contributions are reported.

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Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal and modified terminal funding
Amortization method	A level percentage of payroll amortization method is used to amortize the UAAL over a closed period of years. If the UAAL (excluding the UAAL associated with benefit changes) is negative, then this amount is amortized over the greater of (i) the remaining initial amortization period or (ii) 15 years.
Remaining amortization period	General - Multiple bases from 12 to 15 years Police & Fire - Multiple bases from 11 to 21 years
Asset valuation method	5 year smoothed market, 20% corridor
Inflation	3.25% wage inflation, 2.50% price inflation
Salary increases	General & Police - 3.25% to 6.55% including wage inflation Fire - 3.25% to 7.15% including wage inflation
Net investment rate of return	7.25%, net of investment expenses
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	The healthy retiree mortality tables, for postretirement mortality, were the RP-2014 Healthy Annuitant mortality tables for males and females. The disabled retire mortality tables, for postretirement mortality, were the RP-2014 disabled mortality table for males and females. The preretirement mortality tables used were the RP-2014 employees mortality table for males and females. Both the postretirement and preretirement tables were adjusted for mortality improvement back to the observation period base year of 2006. The base year for males was then established to be 2017. Mortality rates for a particular calendar year are determined by applying the MP-2015 mortality improvement scale to the above described tables.
Other information	None

Note: UAAL is the Unfunded Actuarial Accrued Liability.

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**Inserted From
Required Supplementary Information**

Schedule of Changes in City Utilities Net Pension Liability and Related Ratios

Missouri Local Government Employees Retirement System

September 30, 2018

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total Pension Liability				
Service cost	\$9,355,000	\$9,198,000	\$9,188,000	\$8,936,000
Interest on total pension liability	43,369,000	41,854,000	39,582,000	37,903,000
Difference between expected and actual experience	1,420,000	(460,000)	(10,678,000)	4,040,000
Effect of assumption changes or inputs	--	--	--	--
Changes in assumptions	--	--	21,480,000	--
Benefit payments	<u>(31,161,000)</u>	<u>(28,445,000)</u>	<u>(28,026,000)</u>	<u>(27,684,000)</u>
Net Change in Total Pension Liability	22,983,000	22,147,000	31,546,000	23,195,000
Total Pension Liability – Beginning	<u>608,900,000</u>	<u>586,753,000</u>	<u>555,207,000</u>	<u>532,012,000</u>
Total Pension Liability – Ending (a)	<u>631,883,000</u>	<u>608,900,000</u>	<u>586,753,000</u>	<u>555,207,000</u>
Fiduciary Net Position				
Employer contributions	17,893,000	17,583,000	16,984,000	17,178,000
Employee contributions	215,000	349,000	119,000	--
Net investment income (loss)	68,867,000	59,811,000	(993,000)	10,265,000
Benefit payments	<u>(31,161,000)</u>	<u>(28,445,000)</u>	<u>(28,026,000)</u>	<u>(27,684,000)</u>
Administrative expenses	<u>(159,000)</u>	<u>(157,000)</u>	<u>(155,000)</u>	<u>(170,000)</u>
Other (net transfer)	<u>379,000</u>	<u>1,270,000</u>	<u>42,000</u>	<u>(5,652,000)</u>
Net change in Fiduciary Net Position	56,034,000	50,411,000	(12,029,000)	(6,063,000)
Fiduciary Net Position – Beginning	<u>559,295,000</u>	<u>508,884,000</u>	<u>520,913,000</u>	<u>526,976,000</u>
Fiduciary Net Position – Ending (b)	<u>615,329,000</u>	<u>559,295,000</u>	<u>508,884,000</u>	<u>520,913,000</u>
Net Pension Liability (Asset), Ending = (a) – (b)	<u>\$16,554,000</u>	<u>\$49,605,000</u>	<u>\$77,869,000</u>	<u>\$34,294,000</u>
Fiduciary Net Position as a Percentage of Total Pension Liability	97.38%	91.85%	86.73%	93.82%
Covered Payroll	\$78,335,000	\$77,436,000	\$75,517,000	\$74,330,000
Net Pension Liability as a Percentage of Covered Payroll	21.13%	64.06%	103.11%	46.14%

This schedule presents the information available to City Utilities and will include ten-year trend information once available.

In accordance with GASB 68, information presented in this schedule was determined as of the measurement date (June 30) of the net pension liability.

**Inserted From
Required Supplementary Information**

Schedule of City Utilities' Contributions

Missouri Local Government Employees Retirement System

Ten Years Ended September 30, 2018

Fiscal Year Ending September 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)*	Covered Payroll	Contribution as a % of Covered Payroll
2009	\$13,363,998	\$13,364,000	\$(2)	\$66,487,556	20.10%
2010	12,891,964	12,891,965	(1)	67,852,442	19.00
2011	16,086,504	14,110,968	1,975,536	70,554,841	20.00
2012	15,650,432	14,672,279	978,153	69,867,997	21.00
2013	16,369,192	15,389,838	979,354	69,953,809	22.00
2014	16,977,181	16,903,685	73,496	73,494,286	23.00
2015	17,250,031	17,250,032	(1)	75,327,646	22.90
2016	17,224,630	17,224,628	2	78,293,772	22.00
2017	17,299,688	17,299,689	(1)	79,356,369	21.80
2018	18,092,034	18,092,036	(2)	79,351,026	22.80

*Deficiency is a result of the limitation of Missouri State Statute 70.730, which limits increases to the contribution percentage to 1% per year.

Valuation date	February 28, 2018
Notes	The roll-forward of total pension liability from February 28, 2018, to June 30, 2018, reflects expected service cost and interest reduced by actual benefit payments.
Actuarial cost method	Entry age normal and modified terminal funding
Amortization method	Level percentage of payroll, closed
Remaining amortization period	Multiple bases from 11 to 17 years
Asset valuation method	5 year smoothed market, 20% corridor
Inflation	3.25% wage inflation, 2.50% price inflation
Salary increases	3.25% to 6.55%, including wage inflation
Net investment rate of return	7.25%, net of investment expenses
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	The healthy retiree mortality tables, for postretirement mortality, were the RP-2014 Healthy Annuitant mortality table for males and females. The disabled retiree mortality tables, for postretirement mortality, were the RP-2014 disabled mortality tables for males and females. The preretirement mortality tables used were the RP-2014 employees' mortality table for males and females. Both the postretirement and preretirement tables were adjusted for mortality improvement back to the observation period base year of 2006. The base year for males was then established to be 2017. Mortality rates for a particular calendar year are determined by applying the MP-2015 mortality improvement scale to the above described tables.

In accordance with GASB 68, information presented in this schedule was determined as of City Utilities' fiscal year-end (September 30).

PROPERTY TAX INFORMATION CONCERNING THE CITY

Property Valuations

Assessment Procedure. All taxable real and personal property within the City is assessed annually by the County Assessor. Missouri law requires that real property be assessed at the following percentages of true value:

Residential real property.....	19%
Agricultural and horticultural real property.....	12%
Utility, industrial, commercial, railroad and all other real property	32%

The assessment ratio for personal property is generally 33-1/3% of true value. However, subclasses of tangible personal property are assessed at the following assessment percentages: grain and other agricultural crops in an unmanufactured condition, 0.5%; livestock, 12%; farm machinery, 12%; historic motor vehicles, 5%; poultry, 12%; and certain tools and equipment used for pollution control, used in retooling for the purpose of introducing new product lines or used for making improvements to existing products by certain types of companies specified by state law, 25%.

A general reassessment of real property occurred statewide in 1985. In order to maintain equalized assessed valuations following this reassessment, the state legislature adopted a maintenance law in 1986. On January 1 in every odd-numbered year, each County Assessor must adjust the assessed valuation of all real property located within the county in accordance with a two-year assessment and equalization maintenance plan approved by the State Tax Commission.

The County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the Board of Equalization. The County Board of Equalization has the authority to adjust and equalize the values of individual properties appearing on the tax rolls.

Assessed Valuation. The following table shows the total assessed valuation and the estimated actual valuation, by category, of all taxable tangible property situated in the City as of December, 2019:

<u>Type of Property</u>	<u>Total Assessed Valuation</u>	<u>Assessment Rate</u>	<u>Total Estimated Actual Valuation*</u>	<u>% of Actual Valuation</u>
Real:				
Residential	\$1,288,177,880	19.00%	\$6,779,883,579	40.08%
Agricultural	5,533,510	12.00%	46,112,583	0.17%
Commercial	<u>1,317,765,479</u>	32.00%	<u>4,118,017,122</u>	<u>41.00%</u>
Total Real	\$2,611,476,869		\$10,944,013,284	81.25%
Personal	<u>602,465,091</u>	33.33%	<u>1,807,576,031</u>	<u>18.75%</u>
Total Real & Personal	\$3,213,941,960		\$12,751,589,315	100.00%

* Assumes all personal property is assessed at 33 1/3%; because certain subclasses of tangible personal property are assessed at less than 33 1/3%, the estimated actual valuation for personal property would likely be greater than that shown above. See "Assessment Procedure" discussed above.

History of Property Valuations. The total assessed valuation of all taxable tangible property situated in the City according to the assessments of January 1 in each of the following years, has been as follows:

<u>Year</u>	<u>Assessed Valuation</u>	<u>% Change</u>
2010	\$2,596,634,449	4.06%
2011	2,663,770,699	2.59
2012	2,657,426,556	(0.24)
2013	2,656,574,740	(0.03)
2014	2,667,147,118	0.40
2015	2,830,204,918	6.11
2016	2,836,516,520	0.22
2017	3,001,891,079	5.83
2018	3,043,183,961	1.38
2019	3,213,941,960	5.61

Major Property Taxpayers

The following table sets forth the taxpayers owning property with the greatest amount of assessed valuation within the City in 2019. The City has not independently verified the accuracy or completeness of such information.

<u>Taxpayer</u>	<u>Taxable Assessed Value</u>	<u>Percentage of Total City Taxable Assessed Value</u>
Simon Property Group (Battlefield Mall)	\$14,904,610	0.41%
St Johns Health Systems	13,008,990	0.36
JDHQ Hotels LLC	11,344,900	0.31
New Prime	10,389,740	0.29
Lester E Cox Medical Center	10,051,990	0.28
Battlefield Plaza LLC	7,391,810	0.20
OZMA VA Company	7,228,860	0.20
Oreilly Automotive	7,043,910	0.20
Loren Cook CO	6,878,910	0.19
Noreaster LLC (Chase)	6,518,330	0.18
Farmers Park LLC	5,747,380	0.16
Bass Pro Inc.	5,540,990	0.15
Ferrell-Duncan Building Co. LLC	4,976,450	0.14
Bass Pro Outdoor World LLC	4,925,630	0.14
Primrose Market Place	4,676,770	0.13
Total	<u>\$120,629,270</u>	<u>3.34%</u>

Source: City of Springfield, Missouri, Comprehensive Annual Financial Report, June 30, 2019.

Property Tax Collection Procedure

Property taxes are levied by the City and collected by the County, for which the County receives a collection fee of 2% of collections, plus \$10,000 per year.

The City is required by law to prepare an annual budget, which includes an estimate of the amount of revenues to be received from all sources for the budget year. The budget must also include proposed expenditures and must state the amount required for the payment of interest, amortization and redemption charges on the City's debt for the ensuing budget year. Such estimates are based on the assessed valuation figures provided by the County Clerk. The City must fix its ad valorem property tax rates and certify them to the County Clerk not later than September 1st for entry in the tax books.

The County Clerk receives the county tax books from the County Assessor, which set forth the assessments of real and personal property. The County Clerk enters the tax rates certified to him by the local taxing bodies in the tax books and assesses such rates against all taxable property in the City as shown in such books. The County Clerk forwards the tax books by October 31st to the County Collector, who is charged with levying and collecting taxes as shown therein. The County Collector extends the taxes on the tax rolls and issues the tax statements after November 1st. Taxes are due by December 31st and become delinquent if not paid to the County Collector by that time. All tracts of land and city lots on which delinquent taxes are due are charged with a penalty of 18% of each year's delinquency. All lands and lots on which taxes are delinquent and unpaid are subject to sale at public auction in August of each year.

The County Collector is required to make disbursements of collected taxes to the City each month. Because of the tax collection procedure described above, the District receives the bulk of its moneys from local property taxes in the months of December, January and February.

Property Tax Levies

Debt Service Levy. Once indebtedness has been approved by requisite number of the voters voting therefor and bonds are issued, the City is required under Article VI, Section 26(f) of the Missouri Constitution to levy an annual tax on all taxable tangible property therein sufficient to pay the interest and principal of the indebtedness as they fall due and to retire the same within 20 years from the date of issue. The City Council may set the tax rate for debt service, without limitation as to rate or amount, at the level required to make such payments. The City's debt service levy for 2018 was \$0.2656 per \$100 of assessed valuation.

Other Levies. State law permits the City to set a tax rate for municipal operating purposes up to \$1.00 per \$100 of assessed valuation. Any increase in the operating levy above \$1.00 per \$100 of assessed valuation must be approved by two-thirds of the voters voting on the proposition. In June 1978, when the voters of the City approved a 1% city sales tax, the City eliminated a \$1.00 levy for general government operations.

Additional property taxes are permitted for hospitals, public health and museum purposes not exceeding \$0.40 per \$100 of assessed valuation. The levy for parks can be set at any amount approved by the voters. For the fiscal year ending June 30, 2019, the City has a total tax rate (excluding debt service) of \$.3544 per \$100 of assessed valuation.

Total Tax Levies. The following tables show the history of tax levies within the City and for overlapping jurisdictions.

City of Springfield Property Tax Rates Per \$100 of Assessed Valuation

<u>Fiscal Year</u>	<u>Parks</u>	<u>Health</u>	<u>Art Museum</u>	<u>Debt Service</u>	<u>Total</u>
2015	\$0.1858	\$0.1266	\$0.0389	\$0.2650	\$0.6163
2016	0.1837	0.1252	0.0385	0.2620	0.6094
2017	0.1862	0.1269	0.0390	0.2656	0.6177
2018	0.1862	0.1269	0.0390	0.2656	0.6177
2019	0.1874	0.1277	0.0393	0.2674	0.6218

**Overlapping Jurisdictions
Property Tax Rates Per \$100 of Assessed Valuation**

<u>Fiscal Year</u>	<u>City of Springfield</u>	<u>Springfield R-XII School District</u>	<u>Greene County</u>	<u>Greene County Road & Bridge</u>	<u>Greene County Senior Services</u>	<u>Sheltered Workshop</u>	<u>Springfield-Greene County Library</u>	<u>Vocational College District</u>	<u>State of Missouri</u>	<u>Total</u>
2015	\$0.6163	\$4.0719	\$0.1288	\$0.1288	\$0.0500	\$0.0474	\$0.2472	\$0.1494	\$0.0300	\$5.4698
2016	0.6094	4.0693	0.1160	0.1160	0.0494	0.0468	0.2443	0.1494	0.0300	5.4312
2017	0.6177	4.1110	0.1137	0.1137	0.0500	0.0473	0.2471	0.1500	0.0300	5.4805
2018	0.6177	4.0928	0.1290	0.1290	0.0498	0.0471	0.2459	0.1498	0.0300	5.4911
2019	0.6218	4.1058	0.1218	0.1218	0.0500	0.0473	0.2467	0.2023	0.0300	5.5475

Property Tax Collections

The following table sets forth property tax collection information for the City for the fiscal years as noted.

<u>Fiscal Year Ended June 30</u>	<u>Total Taxes Levied</u>	<u>Current Taxes Collected</u>		<u>Current & Delinquent Taxes Collected</u>	
		<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>
2014	\$18,631,335	\$18,082,925	97%	\$18,619,012	100%
2015	19,212,392	18,698,818	97	19,153,804	100
2016	19,843,596	19,365,431	98	19,792,477	100
2017	20,543,496	20,011,059	97	20,444,035	100
2018	20,892,187	20,545,325	98	20,545,325	98

* * *

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APPENDIX D

CITY OF SPRINGFIELD, MISSOURI

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
WITH INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2019**

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The following information concerning DTC and DTC's Book-Entry Only System has been obtained from sources that the City believes to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the City, the Paying Agent or the Underwriter. The City, the Paying Agent and the Underwriter make no assurances that DTC, Direct Participants, Indirect Participants or other nominees of the Beneficial Owners will act in accordance with the procedures described above or in a timely manner.

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from

time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Payments of principal of or redemption price and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

None of the Underwriter, the Trustee nor the City will have any responsibility or obligations to any Direct Participants or Indirect Participants or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or any such Direct Participant or Indirect Participant; (ii) the payment by any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price or interest on the Bonds; (iii) the delivery by any such Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to owners of the Bonds; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

APPENDIX F

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68
EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2019; CITY OF SPRINGFIELD
POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM ACTUARIAL VALUATION
AS OF JUNE 30, 2019; CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS'
RETIREMENT SYSTEM GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2018, TO
JUNE 30, 2019**

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68
EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2019**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
ACTUARIAL VALUATION AS OF JUNE 30, 2019**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2018, TO JUNE 30, 2019**

Exhibit C

Gilmore & Bell, P.C.
8/13/2020

TAX COMPLIANCE AGREEMENT

Dated as of October 1, 2020

Between

CITY OF SPRINGFIELD, MISSOURI

and

BOKE, N.A.,
as Trustee

\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
(Airport Hangar Facility)
Series 2020A (AMT)

TAX COMPLIANCE AGREEMENT

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- A. IRS FORM 8038
Evidence of filing
- B. CERTIFICATE OF APPROVAL AND AFFIDAVIT OF PUBLICATION OF NOTICE OF HEARING
- C. DEBT SERVICE SCHEDULE
- D. DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY
- E. COPY OF RESOLUTION OF OFFICIAL INTENT
- F. SAMPLE ANNUAL COMPLIANCE CHECKLIST
- G. SAMPLE FINAL WRITTEN ALLOCATION

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), entered into as of October 1, 2020, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), and **BOKF, N.A.**, a national banking association duly organized and existing under the laws of the United States, as Trustee (the “Trustee”);

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the City of \$[Principal Amount] principal amount of Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT) (the “Bonds”), under a Trust Indenture dated the date of this Tax Agreement (the “Indenture”) between the City and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The City adopted a Tax-Exempt Financing Compliance Policy and Procedure on May 7, 2012, as it may from time to time be amended (the “Tax Compliance Procedure”) for the purpose of setting out general procedures to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City represents, covenants and agrees as follows:

Article I

DEFINITIONS

Section 1.01 Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds, reduced by amounts (1) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (2) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (3) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Airport” generally means: (1) facilities which are directly related and essential to (a) servicing aircraft or enabling aircraft to take off and land, or (b) transferring passengers or cargo to or from aircraft, provided those facilities need to be located at, or in close proximity to, the runway area in order to perform their function, and (2) storage and training facilities directly related to the facilities described in clause (1) of this definition. For example, terminals, runways, hangars, loading facilities, repair shops, land-based navigation aids (e.g. radar installations), facilities for the preparation of in-flight meals, restaurants and retail stores located in terminals not in excess of a size necessary to serve passengers and employees of the facility, and parking facilities are facilities which generally satisfy this definition.

“Annual Compliance Checklist” means a checklist for the Financed Facility designed to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date as further described in *Section 4.02* and substantially in the form attached as *Exhibit F*.

“Available Construction Proceeds” means the sale proceeds of the Bonds, increased by (i) Investment earnings on the sale proceeds, (ii) earnings on amounts in a reasonably required reserve or replacement fund but not funded from the Bonds, and (iii) earnings on such earnings, reduced by sale proceeds (A) in any reasonably required reserve fund or (B) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (a) the second anniversary of the Issue Date or (b) the date the Financed Facility are substantially completed.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that: (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Indenture.

“Bond Compliance Officer” means the City’s Director of Finance or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending November 1, or another one-year period selected by the City.

“City” means the City of Springfield, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The City may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than 5 years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The City selects November 1, 2025 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Costs of Issuance Fund” means the City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020A Costs of Issuance Fund, established pursuant to the Indenture.

“Debt Service Fund” means the City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020A Debt Service Fund, established pursuant to the Indenture.

“Debt Service Reserve Fund” means the City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020A Debt Service Reserve Fund, established pursuant to the Indenture.

“Eligible Costs” means Airport costs which are chargeable to the City’s capital account, or would be so chargeable, either with a proper election by the City (e.g., under Code § 266), or but for a proper election by the City to deduct such amounts.

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.02(b)** of this Tax Agreement.

“Financed Facility” means the portion of the Project being financed with the proceeds of the Bonds as described in the Indenture and on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds

or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds.

Specifically, the term Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- Project Fund.
- Costs of Issuance Fund.
- Debt Service Fund.
- Debt Service Reserve Fund.
- Supplemental Reserve Fund.
- Rebate Fund (to the extent funded with sale proceeds or investment proceeds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Trust Indenture, dated the date of this Tax Agreement, between the City and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means October __, 2020.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means, when used with reference to the Bonds, the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Opinion of Bond Counsel” means the written opinion of Bond Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

“Preliminary Expenditures” means: (a) costs incurred for architectural, engineering, surveying, soil testing, costs of issuance, and similar costs prior to commencement of acquisition, construction, or rehabilitation of the Financed Facility, other than land acquisition, site preparation, and similar costs incident to commencement of construction of the Financed Facility up to an amount not in excess of 20 percent of the issue price of the Bonds; and (b) costs incurred in an amount not in excess of the lesser of \$100,000 or 5% of the sale proceeds of the Bonds with respect to the Bonds.

“Project” means all of the property being acquired, developed, constructed, renovated, and equipped by the City using proceeds of the Bonds and other money contributed by the City, as described on *Exhibit D*.

“Project Fund” means the City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020A Project Fund, established pursuant to the Indenture.

“Qualified Owner” means a state, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Reasonable Retainage” means Gross Proceeds retained by the City for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of Net Proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means the rebate analyst selected pursuant to this Tax Agreement.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“State” means the State of Kansas.

“Supplemental Reserve Fund” means the City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020A Supplemental Reserve Fund, established pursuant to the Indenture.

“Tax Agreement” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the City’s Tax-Exempt Financing Compliance Policy and Procedure, dated May 7, 2012, as it may from time to time be amended.

“Tax-Exempt Bond File” means documents and records for the Bonds, maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Trustee” means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, underwriter of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Article II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the City. The City represents and covenants as follows:

(a) ***Organization and City.*** The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) ***Tax-Exempt Status of Bonds—General Covenant.*** The City (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the City, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(c) ***Private Activity Bond Volume Cap – Not Required.*** The Bonds are being issued pursuant to Code § 142(a)(1) as an exempt facility Airport bond. Pursuant to Code § 146(g)(3), exempt facility Airport bonds meeting the requirements of Code § 142(a)(1) do not require an allocation of private activity bond volume cap from the State.

(d) ***Public Hearing and Approval.*** The governing body of the City held a public hearing, as required under Code § 147(f) on September 6, 2020 (the “Public Hearing”) at 10:00a.m. in the Airport Board Room at the Springfield-Branson National Airport located at 2300 N Airport Boulevard, Springfield, Missouri, pursuant to notice published in the Springfield News-Leader on _____, advising the public that a public hearing would be held to discuss the proposed issuance of tax-exempt obligations to

help finance the Project and that interested parties would have an opportunity to express their views at that hearing. The hearing was open to the public, and those present were invited to express their views relating to the issuance of tax-exempt obligations and the proposed use of the proceeds of the tax-exempt obligations. On _____, the Mayor of the City approved the issuance of tax-exempt obligations to finance the Project, which approval is attached as **Exhibit B**. An affidavit of publication of the notice of the hearing is attached to the approval. Based on the foregoing, the issuance of tax-exempt obligations by the City to finance the costs of the Financed Facility has been approved in accordance with Code § 147(f).

(e) **IRS Form 8038.** A copy of IRS Form 8038 (Information Return for Tax-Exempt Private Activity Bond Issues), prepared by Bond Counsel based on information provided by the City that is to be filed with the IRS in connection with the Bond issue under Code § 149(e), is attached to this Tax Agreement as **Exhibit A**. The City does not know of any inaccuracies in the Form 8038 included as **Exhibit A**. The City agrees to timely execute and return to Bond Counsel the execution copy of Form 8038 for filing with the IRS. The City will execute any other IRS Forms (such as IRS Form 8038T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate) in the future, based on the instructions of Bond Counsel or the Rebate Analyst.

(f) ***Expenditure of Bond Proceeds.***

(1) ***Reimbursement of Expenditures; Official Intent.*** The governing body of the City adopted a resolution declaring the intent of the City to finance the Financed Facility with tax-exempt bonds and to reimburse the City for expenditures made for the Financed Facility prior to the issuance of those bonds. This resolution is attached as **Exhibit E**. No portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the resolution was adopted, except for Preliminary Expenditures. No reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation. In addition, no reimbursement allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) ***Final Allocation of Bond Proceeds to Expenditures.*** The City understands that, under Regulations § 1.148-6(d), the City is required to account for the allocation of Bond proceeds to Project expenditures (including expenditures made before and after the Issue Date) within 18 months after the later of (i) the date the expenditure is made, or (ii) the date the Project is placed in service, and in any event not later than the date that is 60 days after the fifth anniversary of the Issue Date or the date the Bonds are retired, if earlier (a “Final Allocation”). The City will maintain accurate records of all expenditures made for the Project, including the amount, the date paid, a description of the purpose, and the source of funds (whether Bond proceeds or other money) initially allocated to each Improvement expenditure. Not later than the time limit set forth above, the City will prepare a Final Allocation, showing the allocation of Bond proceeds and other money to all Project costs and identifying the Financed Facility, and will maintain the Final Allocation in its books and records in accordance with **Section 4.02** hereof. The City reserves the right to make modifications to the expected allocation of Bond proceeds and other money for purposes of compliance with the limitations on Non-Qualified Use following completion of the Financed Facility in accordance with, and within the time limits prescribed in, the Regulations. In the absence of such subsequent allocation, the Bond proceeds will be deemed allocated as shown on **Exhibit D**.

(g) **Registered Bonds.** The Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(h) **Single Issue; Other Issues.** The Bonds constitute a single “issue” under Regulations § 1.150-1(c). There are no other debt obligations of the City that satisfy the following criteria: (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(i) **Purpose of Bonds – General Description.** Proceeds of the Bonds will be used to finance the Project. The City has preliminarily allocated proceeds of the Bonds as shown on **Exhibit D**. After the Project are placed in service, the City will complete a Final Written Allocation in form similar to **Exhibit F**.

(j) **Use of Bond Proceeds and Project.**

(1) **95% Requirement.** At least 95% of the Net Proceeds will be used to finance Eligible Costs of an Airport. The City will cause the Financed Facility to be operated as an Airport in compliance with Code § 142(c), the Regulations and this Tax Agreement as long as any Bond remains outstanding.

(2) **Governmental Ownership.** All of the Financed Facility will be owned by the City or other Qualified Owner until the earlier of (A) the end of the useful life of the Financed Facility or (B) the final maturity of the Bonds. For purposes of the foregoing, the City will be considered the “owner” of the Financed Facility even if it enters into a Management Agreement or lease so long as:

(A) the lessee or contractor makes an irrevocable election (binding also on successors in interest) not to claim depreciation or investment tax credit with respect to the property;

(B) the lease or contract term is not more than 80% of the reasonably expected economic life of the property; and

(C) the lessee or contractor has no option to purchase the property other than at fair market value as of the time the option is exercised.

The City will include the provisions described above in any lease or Management Agreement entered into with lessees of the Financed Facility.

(3) **Public Use.** All of the Financed Facility will be available for use by members of the general public or for use by common carriers or charter carriers which serve members of the general public.

(4) **Storage and Training Facilities.** Storage and training facilities financed by the Bonds, if any, are directly related to the Airport and physically located on or adjacent to the Airport.

(5) **Prohibition of Certain Uses.** Other than as described below, no Bond proceeds will be used (directly or indirectly) to finance the following facilities without an Opinion of Bond Counsel:

(A) any lodging facility (including airport hotels);

(B) any retail facility (including food and beverage facilities) in excess of a size necessary to serve passengers and employees at the Airport;

(C) any retail facility (other than parking) for passengers or the general public located outside the Airport;

(D) any office building for individuals who are not employees of a governmental unit or of the operating City for the Airport; and

(E) any industrial park or manufacturing facility.

(k) **Land.** No Bond proceeds will be used (directly or indirectly) for the acquisition of land (or any interest therein). For this purpose, the term “land” includes any rights to the air above ground to the extent such property right is not depreciable.

(l) **Acquisition of Existing Property/Rehabilitation Requirements.** No Bond proceeds will be used to acquire used property.

(m) **Prohibited Facilities.** No portion of the Bond proceeds will be used to provide any airplane, skybox, or other private luxury box, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, as such terms are used in Code § 147(e).

(n) **Limit on Costs of Issuance.** Not more than 2% of the sale proceeds of the Bonds will be used to pay Costs of Issuance.

(o) **Bonds Not Federally Guaranteed.** The City will not take any action or permit any action to be taken which would cause the Bonds to be “federally guaranteed” within the meaning of Code § 149(b).

(p) **Hedge Bonds.** At least 85% of the Net Proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(q) **Limit on Bond Maturity.** The City understands that under Code § 147(b), the weighted average maturity of the Bonds cannot exceed 120% of the average, reasonably expected economic life of the Financed Facility, measured from the later of the Issue Date or the date on which the relevant portion of the Financed Facility are placed in service. On **Exhibit D** attached to this Tax Agreement, the City has identified the components of the Financed Facility, the portion of their costs paid from Bond proceeds and the expected economic life of each component thereof, resulting in an average expected economic life of the Financed Facility of 50 years. Based on this computation, the weighted average maturity of the Bonds, as computed by Bond Counsel and shown on **Exhibit C**, is less than 120% of the average, reasonably expected economic life of the Financed Facility. The City will not make, or permit to be made, any changes in the Financed Facility or the use of the Bond proceeds which will cause the weighted average maturity of the Bonds to exceed 120% of the average, reasonably expected economic life of the Financed Facility.

(r) **Interest Rate Swap.** As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to

the Bonds. The City will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(s) ***Guaranteed Investment Contract*** As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for complying with ***Section 4.04(d)*** hereof if it decides to enter into a Guaranteed Investment Contract at a later date.

(t) ***Bank Qualified Tax-Exempt Obligation.*** The Bonds are **not** “qualified tax exempt obligations” under Code § 265(b)(3).

(u) ***Compliance with Current and Future Tax Requirements; Remedial Action.*** The City understands that, in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the City must comply with the requirements and restrictions governing the investment and uses of Bond proceeds and the operation of the Financed Facility as set forth in this ***Section 2.1***. In addition, future changes in the Code and regulatory guidance from the IRS may impose new or different restrictions and requirements on the City in the future. The City will comply with all of the current and future restrictions or will take remedial action to redeem all or a portion of the Bonds, in accordance with Regulations § 1.142-2 (which action will be accompanied by an Opinion of Bond Counsel), as necessary to cause interest on the Bonds to remain excludable from gross income for federal income tax purposes.

Section 2.02 Representations and Covenants of the Trustee. The Trustee represents and covenants to the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the City, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the City related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds; provided, however, if the Trustee is not retained to serve as bond trustee for any obligation issued to refund the Bonds (a “Refunding Obligation”), then the Trustee may satisfy its record retention duties under this **Section 2.3(c)** by providing copies of all records in its possession related to the Bonds to the bond trustee for the Refunding Obligation or other party agreed upon by the City.

Section 2.03 Continuing Application of Representations and Covenants. All representations, covenants and certifications contained in this Tax Agreement or in any certificate or other

instrument delivered by the City under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

Article III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.01 General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the City's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the City's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the City is an officer of the City responsible for issuing the Bonds.

Section 3.02 Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the City's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the City set forth in this Tax Agreement are reasonable. The City has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.03 Purpose of Financing. The Bonds are being issued for the purpose of providing funds to pay: (a) a portion of the costs of the Financed Facility, (b) capitalized interest on the Bonds., (c) fund the Debt Service Reserve Fund for the Bonds and (d) a portion of the costs of issuance.

Section 3.04 Funds and Accounts. The following funds and accounts have been established under the Indenture:

- Project Fund.
- Costs of Issuance Fund.
- Debt Service Fund.
- Debt Service Reserve Fund.
- Supplemental Reserve Fund.
- Rebate Fund.

Section 3.05 Amount and Use of Bond Proceeds.

(a) **Amount of Bond Proceeds.** The total proceeds to be received by the City from the sale of the Bonds are as evidenced in *Exhibit B* attached to this Tax Agreement and are calculated as follows:

Principal Amount	\$0.00
Original Issue Premium	0.00
Less Underwriting Compensation	<u>(0.00)</u>
Total Proceeds Received by City	<u>\$0.00</u>

(b) **Use of Bond Proceeds.** The Bond proceeds are expected to be allocated to expenditures as follows:

(1) \$_____ of Bond proceeds will be deposited in the Costs of Issuance Fund and used to pay the costs of issuing the Bonds.

(2) \$_____ of Bond proceeds will be deposited in the Debt Service Fund and used to pay a portion of the interest on the Bonds coming due and payable on March 1, 2021.

(3) \$_____, equal to the Debt Service Reserve Requirement, will be deposited in the Debt Service Reserve Fund.

(4) \$_____ of Bond proceeds will be deposited in the Project Fund which will be used to pay costs of the Financed Facility.

Section 3.06 Multipurpose Issue. Pursuant to Regulations § 1.148-9(h) separate purposes of the Bonds having the same initial temporary period for unrestricted investment will be treated as a single purpose for purposes of applying the arbitrage rules.

Section 3.07 No Advance Refunding. No proceeds of the Bonds will be used more than 90 days following the Issue Date to pay principal of or interest on any other debt obligation.

Section 3.08 No Current Refunding. No proceeds of the Bonds will be used to pay principal of or interest on any other debt obligation.

Section 3.09 Completion of Financed Facility. The City has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

Section 3.10 Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, the Debt Service Reserve Fund and the Supplemental Reserve Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the City expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.11 Reserve, Replacement and Pledged Funds.

(a) **Debt Service Reserve Fund.** The Indenture establishes a Debt Service Reserve Fund to be funded at the time of issuance of the Bonds in an amount equal to \$_____, the Debt Service Reserve Requirement. The amount to be held in the Debt Service Reserve Fund will not exceed the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bonds (determined as of the Issue Date). If the aggregate initial offering price of the Bonds to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount. Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the Project Fund or, if the Financed Facility is complete, to the Debt Service Fund.

[**() **Supplemental Reserve Fund.** The Indenture established a Supplemental Reserve Fund to be funded by the City on March 1, 2021, in an amount equal to \$_____, the Supplemental Reserve Fund Requirement. The amount to be held in the Supplemental Reserve Fund will not exceed the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bonds (determined as of the Issue Date). If the aggregate initial offering price of the Bonds to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount. Any amounts in the Supplemental Reserve Fund in excess of the Supplemental Reserve Requirement will be transferred to the Project Fund or, if the Financed Facility is complete, to the Debt Service Fund.**]

(b) **No Replacement or Pledged Funds.** None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, the Debt Service Reserve Fund and the Supplemental Reserve Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

(c) **Rebate Fund.** Amounts held in the Rebate Fund are expected to be used to pay fees and expenses relating to compliance with federal arbitrage law, state or federal securities laws, and other costs or expenses of carrying or repaying the Bonds. Therefore, amounts held in the Rebate Fund are not pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

Section 3.12 Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13 Issue Price and Yield on Bonds.

(a) **Issue Price.** Based on the certifications of the Underwriter in the Underwriter's Receipt for Bonds and Closing Certificate, the City hereby elects to establish the issue price of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$_____.

(b) **Bond Yield.** Based on the issue price, the Yield on the Bonds is _____%, as computed by Bond Counsel as shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.14 Miscellaneous Arbitrage Matters

(a) **No Abusive Arbitrage Device.** The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) **No Over-Issuance.** The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.15 Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

Article IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01 General.

(a) ***Purpose of Article.*** The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The City recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) ***Written Policies and Procedures of the City.*** The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to the Post-Issuance Requirements that the City has established or establishes in the future. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) ***Bond Compliance Officer.*** The City when necessary to fulfill the Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.142-2. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Bonds and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.02 Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) ***Record Keeping.*** The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and

records of the City and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(b) ***Accounting and Allocation of Bond Proceeds to Expenditures.*** The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Bond proceeds to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as ***Exhibit G***.

(c) ***Annual Compliance Checklist.*** Attached as ***Exhibit F*** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or ***Section 4.4*** of the Tax Compliance Procedure to correct any deficiency.

(d) ***Opinions of Bond Counsel.*** The Bond Compliance Officer is responsible for obtaining and delivering to the City any Opinion of Bond Counsel required under the provisions of this Tax Agreement or the Annual Compliance Checklist.

Section 4.03 Restrictions on Investment Yield. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Bonds:

(a) ***Project Fund and Costs of Issuance Fund.*** Bond proceeds deposited in the Project Fund and Costs of Issuance Fund and Bond proceeds allocated to pay capitalized interest on the Bonds and Investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds of the Bonds remain in those funds after 3 years, those amounts may continue to be invested without Yield restriction so long as the City pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate requirements of Code § 148.

(b) ***Debt Service Fund.*** To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.

(c) ***Debt Service Reserve Fund and Supplemental Reserve Fund.*** Money in the Debt Service Reserve Fund and the Supplemental Reserve Fund may be invested without yield restriction up to the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bonds (determined as of the Issue Date). If the aggregate initial offering price of the Bonds to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount.

(d) ***Minor Portion.*** In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.04 Procedures for Establishing Fair Market Value of Investments.

(a) **General.** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) **Established Securities Market.** Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) **Certificates of Deposit.** The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) **Guaranteed Investment Contracts.** The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) **Bona Fide Solicitation for Bids.** The City makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the City, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the City's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) *Bids Received.* The bids received by the City must meet all of the following requirements:

(A) The City receives at least 3 bids from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If the City uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) *Winning Bid.* The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) *Fees Paid.* The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) *Records.* The City retains the following records with the bond documents until 3 years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid by the City for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) **Other Investments.** If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) At least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (e.g., as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.05 Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) **General.** A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.03**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.06** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.06**. The City may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) **Applicable Spending Exceptions.**

(1) The City expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City.

(2) The following optional rebate spending exceptions can apply to the Bonds:

- 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
- 18-month spending exception (Regulations § 1.148-7(d)).
- 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(3) The City expects to earn approximately \$_____ in investment earnings on Bond proceeds in the Project Fund.

(c) **Special Elections Made with Respect to Spending Exception Elections.** No special elections are being made in connection with the application of the spending exceptions.

(d) **Bona Fide Debt Service Fund.** To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the Debt Service Fund cannot be taken into account in computing arbitrage rebate: (1) with respect to such portion that meets the 6-month, or (2) for a given Debt Service Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.

(e) **Documenting Application of Spending Exception.** At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.06**.

(f) **General Requirements for Spending Exception.** The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the City uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price of the Bonds or \$250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month exception or 3 years after the Issue Date in the case of the 2-year spending exception.

Section 4.06 Computation and Payment of Arbitrage Rebate.

(a) **Rebate Fund.** The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any investment loss will be charged to the Rebate Fund.

(b) **Computation of Rebate Amount.** The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the City, and not later than ten days following each Computation Date. The City will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the City will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount, the Trustee will transfer such surplus in the Rebate Fund to the Debt Service Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the City and may be used for any purpose not prohibited by law.

(c) **Rebate Payments.** Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the City) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.07 Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the City fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.08 Filing Requirements. The Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.09 Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

Article V

MISCELLANEOUS PROVISIONS

Section 5.01 Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of *Article IV* of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions in *Section 4.02* relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.02 Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the City and the Trustee receive this Opinion of Bond Counsel.

Section 5.03 Opinion of Bond Counsel. The City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.04 Reliance. In delivering this Tax Agreement the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the City nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.05 Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.06 Benefit of Agreement. This Tax Agreement is binding upon the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.07 Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Bondowners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.08 Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.09 Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State.

Section 5.10 Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

THE CITY OF SPRINGFIELD, MISSOURI

By:
Title: City Manager

BOKF, N.A., as Trustee

By:
Title:

EXHIBIT A

IRS FORM 8038

(EVIDENCE OF FILING OF FORM 8038)

EXHIBIT B

***CERTIFICATE OF APPROVAL AND
AFFIDAVIT OF PUBLICATION OF NOTICE OF HEARING***

EXHIBIT C
DEBT SERVICE SCHEDULE

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY

EXHIBIT E

COPY OF RESOLUTION OF OFFICIAL INTENT

EXHIBIT F

FORM OF ANNUAL COMPLIANCE CHECKLIST

**\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
(Airport Hangar Facility)
Series 2020A (AMT)
ISSUE DATE: OCTOBER __, 2020**

The Bond Compliance Officer is the person that the City has identified in the Tax Compliance Procedure who is primarily responsible for working with other City officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to carry out the Post-Issuance Tax Requirements for the Bonds. On the Issue Date, the City identified certain assets financed in whole or in part by the Bonds (the "Financed Facility"), as evidenced on *Exhibit D* to the Tax Compliance Agreement. Please complete this checklist within 90 days after the conclusion of the City's Fiscal Year. Should you have questions or need assistance in completing the checklist, please contact Bond Counsel at the address below. A completed copy of this annual checklist should be placed in the Tax-Exempt Bond File and retained in the City's permanent records for at least 3 years after the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds.

Bond Compliance Officer Name: [_____]
Bond Compliance Officer Signature: [_____]
Date of Report: [_____]
Annual Period Covered by Report: [_____]

****If the answers to any of the following questions identify any compliance deficiencies, the Bond Compliance Officer should immediately contact Bond Counsel and take actions required in the Tax Compliance Procedure.****

Item	Question	Response
1 Ownership	Were all of the Financed Facility owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
2 Airport FBO	Does the airport fixed based operator predominantly serve passengers and employees of the airport?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Bond Counsel obtained? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

3 Public Use	Has the City served members of the general public by operating as a fixed base operator and providing aeronautical services to all users of the Airport in Springfield, Missouri?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Bond Counsel obtained? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

4 Proceeds & Investments	Have any Gross Proceeds of the Bonds been invested in a Guaranteed Investment Contract?	☐ Yes ☐ No
	Has the City entered into an Interest Rate Swap Agreement with respect to the Bonds?	☐ Yes ☐ No
	Has any sinking or reserve fund for the payment of the Bonds been established (other than funds and accounts created in the Indenture)?	☐ Yes ☐ No
	Have any of the Bonds been redeemed or refunded in advance of their scheduled maturities?	☐ Yes ☐ No
	If answer to any of the above questions was “Yes,” notify Bond Counsel with such information and place a copy of documentation in the Tax-Exempt Bond File.	

5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Counsel: Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, MO 64108
Phone: (816) 221-1000

EXHIBIT G

FORM OF FINAL WRITTEN ALLOCATION

§[Principal Amount]
City of Springfield, Missouri
Special Obligation Improvement Bonds
(Airport Hangar Facility)
Series 2020A (AMT)
ISSUE DATE: OCTOBER __, 2020

The Bond Compliance Officer is the person that the City has identified in the Tax Compliance Procedure who is primarily responsible for the Post-Issuance Tax Requirements for the Bonds. On the Issue Date, the City identified certain categories of assets financed in whole or in part by the Bonds (the “Financed Facility”), as evidenced on *Exhibit D* to the Tax Compliance Agreement. The Tax Compliance Procedure requires the Bond Compliance Officer to complete a Final Written Allocation of the proceeds of the Bonds, in substantially the following form, when all proceeds (including Investment earnings on proceeds) are expended, but not later than 18 months after the Financed Facility are placed in service. A completed copy of this Final Written Allocation should be placed in the Tax-Exempt Bond File and retained in the City’s permanent records for at least 3 years after the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds.

The undersigned is the Bond Compliance Officer of the City of Springfield, Missouri (the “City”) and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the Bond issue referenced above (the “Bonds”) is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141, 142 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the “Financed Facility” were “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Bonds.

Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Tax Compliance Agreement, relating to the Bonds, issued October __, 2020 (the “Issue Date”).

Background. The Bonds were issued pursuant to the Indenture in order to provide funds needed to finance the Financed Facility. Proceeds of the Bonds were deposited into the Funds and Accounts as described in the Tax Compliance Agreement.

Sources Used to Fund Project and Allocation of Proceeds to Costs of Financed Facility. A portion of the costs of the Project were paid from sale proceeds of the Bonds, and earnings from the investment of Bond sale proceeds as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Facility. The Financed Facility are listed on **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from the sale of the Bonds and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the Interest Payment Dates.

Placed In Service. The Financed Facility were “placed in service” on the date(s) set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

THE CITY OF SPRINGFIELD, MISSOURI

Date: _____

By: _____
Bond Compliance Officer

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

IDENTIFICATION OF FINANCED ASSETS

Exhibit D

Gilmore & Bell, P.C.

August 11, 2020

TES\Springfield MO - Special Obligation Bonds (Airport Facilities Project), Series 2020A (600634.20097\CDA
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CONTINUING DISCLOSURE AGREEMENT

Dated as of October 1, 2020

Between

CITY OF SPRINGFIELD, MISSOURI

And

BOKF, N.A.

**\$(Principal Amount)
Special Obligation Improvement Bonds
(Airport Hangar Facility)
Series 2020A (AMT)**

600634.20097

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of October 1, 2020 (this “**Continuing Disclosure Agreement**”), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”) and **BOKF, N.A.**, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the City of \$[Principal Amount] **Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT)** (the “**Bonds**”), pursuant to Trust Indenture dated as of October 1, 2020, between the City and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the “**Indenture**”).

2. The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The City is the only “**obligated person**” with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the City pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means BOKF, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on **July 1** and ending on **June 30** or any other 12-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

“Material Events” means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

- (a) The City shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the City’s Fiscal Year, commencing with the year ending June 30, 2020, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the City.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an **“obligated person”** (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided

in this Section; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) Not later than **15** Business Days prior to the date specified in subsection (a) for filing the Annual Report with the MSRB, the City shall provide the Annual Report to the Dissemination Agent and the trustee for the Bonds (if the trustee is not the Dissemination Agent) with written instructions to file the Annual Report as specified in subsection (a). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with subsection (a).
- (c) If the Dissemination Agent is unable to verify that the Annual Report has been filed with the MSRB by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice in substantially the form attached as **Exhibit B** to the MSRB, of the failure of the City to file the Annual Report by the date specified.
- (d) The Dissemination Agent shall file a report with the City certifying that the Annual Report has been filed pursuant to this Continuing Disclosure Agreement and stating the date it was filed with the MSRB through EMMA.
- (e) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events.

- (a) Not later than **10** Business Days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) modifications to rights of bondholders, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution or sale of property securing repayment of the Bonds, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the obligated person;

- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
 - (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Director of Finance of the City or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the City determines that the event does not constitute a Material Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).
- (c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the City shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).
- (d) If the Dissemination Agent receives written instructions from the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence to the MSRB, with a copy to the City.

Section 4. Termination of Reporting Obligation. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the City's obligations under this Continuing Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is BOKF, N.A.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Dissemination Agent may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City and the Dissemination Agent with its written opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Agreement, the City shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the City or the Dissemination Agent fails to comply with any provision of this Continuing Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

Section 9. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and, to the extent permitted by law, the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The

City shall pay the fees, charges and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

Section 10. Notices. Any notices or communications to or among any of the parties to this Continuing Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by facsimile or by e-mail, receipt confirmed by telephone, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

To the City: City of Springfield, Missouri
840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801
Attention: Director of Finance
Telephone: (417) 864-1625
Fax: (417) 864-1880

To the Dissemination Agent: BOKE, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department
Telephone: (816) 932-7302
Fax: (816) 932-7315

Any person may, by written notice to the other persons listed above, designate a different address or an e-mail address, or telephone number or facsimile number to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

BOKF, N.A., as Dissemination Agent

By: _____
Title: Authorized Officer

EXHIBIT A
TO CONTINUING DISCLOSURE AGREEMENT

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in the following sections and tables contained in Appendix A of the final Official Statement relating to the Bonds:

- DEBT STRUCTURE OF THE CITY
 - Current General Obligation Indebtedness
 - Enterprise Fund Revenue Obligations of the City
 - Capital Lease Obligations
 - City Utilities Component Unit
 - Lease and Other Special Obligations of the City
- FINANCIAL INFORMATION CONCERNING THE CITY
 - Governmental Funds Summary
 - Sources of Revenue
- PROPERTY TAX INFORMATION CONCERNING THE CITY
 - Property Valuations - *Assessed Valuation*
 - Major Property Taxpayers (not less than 10)
 - Property Tax Collections

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Springfield, Missouri

Name of Bond Issue: \$[Principal Amount] Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT) (the “Bonds”)

Name of Obligated Person: City of Springfield, Missouri (the “City”)

Date of Issuance: October 6, 2020

NOTICE IS HEREBY GIVEN that the City of Springfield, Missouri has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of October 1, 2020, between the City and BOKF, N.A., as Dissemination Agent. [The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be provided by _____.]

Dated: _____, _____, _____

BOKF, N.A., as Dissemination Agent
on behalf of **CITY OF SPRINGFIELD, MISSOURI**

cc: City of Springfield, Missouri

Exhibit E

\$[principal amount]
**CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(AIRPORT HANGAR PROJECT)
SERIES 2020A (AMT)**

October __, 2020

BOND PURCHASE AGREEMENT

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), hereby offers to purchase from the City of Springfield, Missouri (the “**City**”), a constitutional home rule charter city and political subdivision of the State of Missouri (the “**State**”), \$[principal amount] aggregate principal amount of Special Obligation Improvement Bonds (Airport Hangar Project), Series 2020A (AMT) (the “**Bonds**”). The issuance and sale of the Bonds is authorized by an ordinance (the “**Bond Ordinance**”) adopted by the City Council of the City on September __, 2020. Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Ordinance or the Trust Indenture between BOKF, N.A. (the “**Trustee**”) and the City (the “**Indenture**”) under which the Bonds are will be issued.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State and the City’s Charter. The Bonds shall constitute special obligations of the City payable as to both principal and interest from amounts appropriated on an annual basis by the City Council of the City for that purpose. The Bonds do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each fiscal year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year, (ii) any unencumbered balances for previous years, and (iii) any amounts on deposit under the Indenture for the payment of the Bonds.

The Bonds shall mature on the dates in the years and in the amounts, and shall bear interest at the rates per annum, set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 11:00 p.m., Kansas City, Missouri time, on October __, 2020. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Indenture; the Tax Compliance Agreement between the Trustee and the City (the “**Tax Compliance Agreement**”); the Continuing Disclosure Agreement between the City and the Trustee, as dissemination agent (the “**Continuing Disclosure Agreement**”); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$_____ (which is equal to the aggregate principal amount of the Bonds, [plus premium] of \$_____, less an underwriting discount of \$_____).

The City acknowledges and agrees that (i) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm’s-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (i) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Bonds, or (ii) the implementation of future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter’s representations in the Underwriter’s Receipt for Bonds and Closing Certificate relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price or prices at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Time has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**Initial Offering Price**”) set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-The-Offering-Price Rule**”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further

acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

4. Preliminary Official Statement and Official Statement. The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated September __, 2020 (which, together with the cover page, inside cover page and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Preliminary Official Statement**”), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the City as of its date, and the City hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the “**Rule**”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission,

aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds is herein called the “**Official Statement**”) executed on behalf of the City by a duly authorized officer, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the “**MSRB**”) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. City’s Representations and Warranties. The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a duly organized constitutional home rule charter city and political subdivision of the State created and existing under the laws of the State and its charter with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State and its Charter, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance, and (ii) to adopt the Bond Ordinance and to enter into and perform its obligations under the Transaction Documents.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents and/or agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance and Indenture provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors’ rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (i) any applicable law, administrative regulation, judgment or decree or (ii) the terms of any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (i) under the terms of any such law, administrative regulation, judgment or decree or (ii) under the terms of any such loan agreement, indenture, bond, note, ordinance, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, including the status of the interest on the Bonds as excludable from gross income of the owners thereof for federal income tax purposes or as exempt from income taxation in the State, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, the Indenture, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required The City has received all licenses, permits, or other regulatory approvals required (if any) to execute the Transaction Documents and to perform its obligations thereunder and the City is not in material default, and no event has occurred which would constitute or result in a material default under any such licenses, permits or approvals.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are and, as of their respective dates and at the Closing shall be, true and correct and do not, and with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing, shall not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Bonds, the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof,

and the approval of the use of the Official Statement do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, ordinance, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as Appendix D to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements include both the government-wide (the statement of net position and statement of activities) and fund financial statements. The financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to local governmental units. The City has not since June 30, 2019 incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since June 30, 2019, except as described in the Preliminary Official Statement and the Official Statement, there has been no material decrease in the City’s fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official

Statement as provided in **subsection (h)** of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and operating data and notices of the occurrence of certain events. Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the City has materially complied with all of its previous continuing disclosure obligations under the Rule.

6. Closing. Prior to or at 12:00 noon, Kansas City, Missouri time, on October __, 2020 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter (the “**Closing Time**”), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon by the City and the Underwriter) in an amount equal to the purchase price. Such payment and delivery is referred to herein as the “**Closing**.”

Payment and delivery of the Bonds as aforesaid shall be made in Kansas City, Missouri, New York, New York, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Indenture as definitive Bonds in fully registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). One fully registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC, or delivered to the Trustee for “**FAST**” delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase Agreement and the Closing, in the Underwriter’s sole and reasonable judgment, any of the following events shall occur (each, a “**Termination Event**”):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States (“**Congress**”) or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to Congress for passage by the President of the United States or a member of the President’s Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, Ordinance, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Bonds or securities of the general character of the Bonds; or

(ii) There shall have occurred a formal declaration of national emergency or war or engagement in military conflict or hostilities whether conventional, nuclear and/or biological, by the United States or by other sovereign state or states against the United States or the occurrence of any military conflict or hostilities whether conventional, nuclear and/or biological, involving the United States without the benefit of a formal declaration of war by the United States or any conflict involving the armed forces of the United States shall have escalated beyond the level of such conflict as of the date hereof, or the occurrence of any acts of terrorists or attacks by terrorists within or outside of the borders of the United States which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or the occurrence of any other national emergency or calamity, including natural disasters or a downgrade in the sovereign debt rating of the United States by any major credit rating agency or a payment default on United States Treasury obligations, which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or

(iii) There shall be in force a general suspension of trading or material limitation on the New York Stock Exchange or another major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by Congress or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to Congress for passage by the President of the United States or a member of the President’s Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Ordinance, the Indenture or the Transaction Documents, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act of 1933,

as amended (the “**Securities Act**”) or the Trust Indenture Act or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating (A) on any bonds or other obligations of the City (B) if the Bonds are insured by a bond insurance policy, on the bond insurer, is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State of Missouri or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since June 30, 2019, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in this Bond Purchase Agreement or in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the titles to office of any member of the City Council of the City, (v) the incorporation, organization or existence of the City, or (vi) the

legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

The Underwriter is not aware of any such Termination Event existing as of the date hereof that would permit the Underwriter to terminate its obligations to purchase the Bonds.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** hereof.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby, (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** hereof, and (v) the City shall have undertaken, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notice of certain events.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, relating to the due authorization, execution and delivery of the Bonds, and the supplemental opinion of Bond Counsel.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (C) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to restrain or enjoin the issuance,

execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

(iii) The Official Statement authorized, approved and executed on behalf of the City by a duly authorized official thereof;

(iv) The Bond Ordinance, duly adopted by the City Council of the City.

(v) The Tax Compliance Agreement, duly executed by the City and Trustee;

(vi) The Continuing Disclosure Agreement duly executed by the City and the Dissemination Agent;

(vii) Letter from Moody's Investors Service, assigning a rating of "____" to the Bonds;

(viii) The Indenture, duly executed by the City and Trustee;

(ix) A certificate of the Trustee, dated the date of Closing, certifying to the receipt of the Purchase Price of the Bonds, and such other matters as shall be stated therein;

(x) A copy of the Blanket Issuer Letter of Representations;

(xi) Evidence that the Bonds have been approved by an "applicable elected representative" for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended;

and

(xii) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in writing and signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective

obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of electronically distributing and printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the City, the Trustee, Bond Counsel and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City's accountants, if any, in connection with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds (including without limitation the fees of counsel to the Underwriter) except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**. Unless the City and the Underwriter otherwise agree, the City shall pay from the proceeds of the Bonds or reimburse the Underwriter from its available funds (in either case, if permitted by applicable law) for all incidental costs (excluding entertainment expenses) paid by the Underwriter on behalf of the City in connection with the marketing, issuance and delivery of the Bonds.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the City will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or

supplemented. For the purpose of this Section, the City will furnish to the Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the Closing Time, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Third Party Beneficiaries. The City agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

13. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated
4801 Main St., Suite 530
Kansas City, Missouri 64112
Attention: Public Finance Department

14. Successors. This Bond Purchase Agreement is made for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

15. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

16. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

17. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

18. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

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

[remainder of page intentionally left blank]

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Name: Michael Short
Title: Managing Director – Public Finance

Accepted and agreed to as of
the date first above written:

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Justin Gage
Title: City Manager

SCHEDULE I
TO
BOND PURCHASE AGREEMENT

[principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(AIRPORT HANGAR PROJECT)
SERIES 2020A (AMT)

<u>Year</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Hold-The-</u> <u>Offering-</u> <u>Price</u> <u>Maturities</u>	<u>General Rule</u> <u>Maturities (At</u> <u>least 10% sold</u> <u>at Initial</u> <u>Offering Price)</u>
	\$	%	%		

REDEMPTION PROVISIONS

- (a) *Optional Redemption of Bonds.* At the option of the City, the Bonds or portions thereof maturing on September 1, 20__, and thereafter may be called for redemption and payment prior to their stated maturity on September 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed plus accrued interest thereon to the redemption date.
- (b) *Extraordinary Optional Redemption of Bonds.* The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:
- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
 - (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
 - (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or

- (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.
- (c) *Mandatory Sinking Fund Redemption.* The Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption and payment prior to stated maturity on September 1 in each year, at 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the mandatory sinking fund schedule determined as set forth below:

Term Bonds

<u>September 1</u>	<u>Principal Amount</u>
20	\$,000
20	,000
20	,000
20	,000
20	,000
20	,000
20*	,000

*Final maturity.

EXHIBIT A
TO
BOND PURCHASE AGREEMENT

UNDERWRITER’S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

**[\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(AIRPORT HANGAR PROJECT)
SERIES 2020A (AMT)**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “Original Purchaser”), as the original purchaser of the above-described bonds (the “Bonds”), being issued on the date of this Certificate by the City of Springfield, Missouri (the “Issuer”), certifies and represents as follows:

1. **Bond Purchase Agreement.** We have entered into a Bond Purchase Agreement (the “Bond Purchase Agreement”), dated October __, 2020 (the “Sale Date”) with the Issuer, providing for the purchase by the Original Purchaser from the Issuer of the Bonds.

2. **Receipt for Bonds.** We acknowledge receipt on the date hereof of the Bonds, consisting of fully registered Bonds numbered from R-1 consecutively upward, in authorized denominations or integral multiples thereof. The Bonds consist of “book-entry-only” certificates in a form acceptable to the Original Purchaser which have been delivered to the Depository Trust Company (“DTC”) or to the Trustee for “FAST” delivery prior to the closing of the Bonds pursuant to the rules and procedures of DTC.

3. **Compliance with Bond Purchase Agreement.** We further acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof.

4. **Issue Price.**

For purposes of this section the following definitions apply:

“Effective Time” means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

[*“Holding Period” means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

- (2) the date and time at which the Original Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.*]

“Initial Offering Price” means the price listed on **Schedule A** for each Maturity.

“Maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as **Attachment 1** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. [*As of the Effective Time there were no Undersold Maturities.*] [*For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.
5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.*]

The Issuer may rely on the foregoing representations in making its certification as to issue price of the Bonds under the Internal Revenue Code of 1986, as amended (the “Code”), and bond counsel may rely

on the foregoing representations in rendering its opinion on the exclusion from federal gross income of the interest on the Bonds. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Gilmore & Bell, P.C., as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

DATED: October ____, 2020.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**, as underwriter

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

SCHEDULE A

**\$(principal amount)
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(AIRPORT HANGAR PROJECT)
SERIES 2020A (AMT)**

<u>Year</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Hold-The- Offering- Price Maturities</u>	<u>General Rule</u> <u>Maturities (At</u> <u>least 10% sold</u> <u>at Initial</u> <u>Offering Price)</u>
	\$	%	%		

ATTACHMENT 1

PRICING WIRE

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit F

Budget Adjustment
016

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51150	01	46010	414010			\$ 12,899,357	Bond proceeds
Net Revenue Adjustment						\$ 12,899,357	

Expenditures:

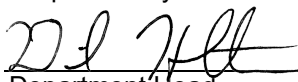
Fund	Dept	Org	Account	P&G	Location	Amount	Description
51150	01	46010	509110			\$ 10,967,459	Construction costs
51150	01	46010	509130			733,944	Design costs, construction management and other professional services
51150	01	46010	509370			222,594	Bond issuance costs
51150	01	46010	502430			975,360	Appropriated reserve balance
Net Expenditure Adjustment						\$ 12,899,357	

Fund Balance Appropriation:

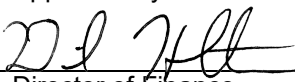
Fund	Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating debt proceeds and construction costs for the construction of a maintenance, repair, and over hall hangar at the Springfield-Branson National Airport.

Requested By:


Department Head 9/15/20
Date

Approved By:


Director of Finance 9/15/20
Date

City Manager Date

Authorization:

Council Bill No. 2020-226
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-15-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-222

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept Coronavirus Aid,
2 Relief, and Economic Security Act grant funding made available by
3 the Missouri College Access Network in the amount of \$8,000.00,
4 in exchange for providing information about top job pathways in
5 Springfield through the *SGF Neighborhood News*.
6 _____
7

8 WHEREAS, the *SGF Neighborhood News* and its companion website,
9 SGFNeighborhoodNews.com, began in 2017 as a result of the Zone Blitz initiative,
10 aimed at addressing barriers that Zone 1 residents face in becoming prosperous; and
11

12 WHEREAS, the *SGF Neighborhood News* is published quarterly by the
13 Department of Public Information and Civic Engagement with nearly 2,000 subscribers,
14 primarily located in Springfield's City Council Zones 1 and 2; and
15

16 WHEREAS, an additional 3,000 copies are printed and distributed in easy pick-
17 up locations throughout the City and delivered to neighbors by registered neighborhood
18 association members; and
19

20 WHEREAS, the *SGF Neighborhood News* is a viable trusted source in the
21 community to share information about job pathways and statewide job training programs
22 that were enhanced after COVID-19 pandemic; and
23

24 WHEREAS, Missouri College Access Network ("MOCAN") would like to provide
25 approximately \$8,000.00, in Coronavirus Aid, Relief, and Economic Security Act
26 ("CARES") grant funding to assist with the unfunded printing and mailing cost
27 associated with distribution of the publication.
28

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

32 Section 1 – The City Manager, or his designee, is hereby authorized to accept
33 CARES Act grant funding in the amount of \$8,000.00, from the Missouri College Access

34 Network to assist with the printing and mailing costs of the *SGF Neighborhood News*,
35 and to do all things necessary to carry out the intent of this ordinance.
36

37 Section 2 – The budget of the Department of Public Information and Civic
38 Engagement, for Fiscal Year 2020-2021, is hereby amended in the accounts and in the
39 amounts as shown on Budget Adjustment No. 018, a copy of which is attached hereto
40 and incorporated herein by this reference as “Exhibit A.”
41

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

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

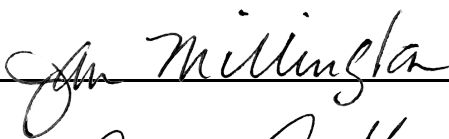
50 Section 5 – This Ordinance shall be in full force and effect from and after
51 passage.
52

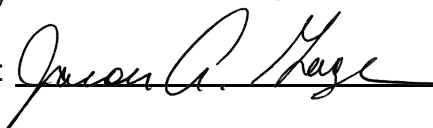
53 Passed at meeting: _____
54

55 _____
56 Mayor
57

58 Attest: _____, City Clerk
59

60 Filed as Ordinance: _____
61

62
63 Approved as to form: , Deputy City Attorney
64

65
66 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 222

FILED: 09-15-20

ORIGINATING DEPARTMENT: Public Information and Civic Engagement

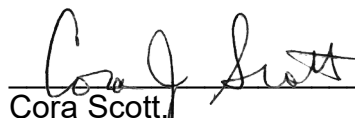
PURPOSE: Authorizing the City Manager, or his designee, to accept Coronavirus Aid, Relief, and Economic Security Act grant funding made available by the Missouri College Access Network in the amount of \$8,000.00, in exchange for providing information about top job pathways in Springfield through the *SGF Neighborhood News*.

BACKGROUND INFORMATION:

SGF Neighborhood News is a quarterly newspaper published by the Department of Public Information and Civic Engagement with nearly 2,000 subscribers, primarily located in Springfield's City Council Zones 1 and 2. This publication is well read throughout City neighborhoods and provides a degree of social capital building among neighborhoods, therefore, among neighbors. An additional 3,000 copies are printed and distributed in easy pick-up locations throughout the city and delivered to neighbors by registered neighborhood association members. The newspaper and its companion website, SGFNeighborhoodNews.com, began in 2017 as a result of the Zone Blitz initiative, aimed at addressing barriers of Zone 1 residents face in becoming prosperous. Its purpose was and is to increase communication between the City and Springfield's registered neighborhoods – most of which are in underserved areas. The Neighborhood Advisory Council serves as the editorial board for the publication and has strongly encouraged the City to continue to fund it each fiscal year.

In exchange for providing information about top job pathways in Springfield (health and medicine, engineering and manufacturing, education, Information Technology, and business and entrepreneurship) funding tuition for out-of-work or underemployed residents in upcoming editions of the printed *SGF Neighborhood News*, the Missouri College Access Network ("MOCAN") included in their grant outreach funds at the grassroots level and recognizes the *SGF Neighborhood News* as a viable trusted source in the community to share information about job pathways and statewide job training programs that were enhanced after the COVID-19 pandemic. MOCAN would like to provide approximately \$8,000 in CARES Act funds to assist with the unfunded printing and mailing costs of the publication. Each edition costs between \$3,500 and \$5,000 per issue to print, depending on the number printed.

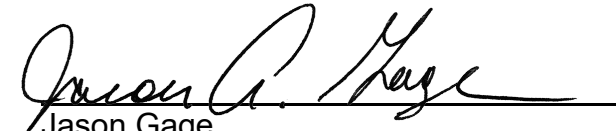
Submitted by:



Cora Scott,

Director of Public Information and Civic Engagement

Approved by:



Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
018

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22450	19	20010	416010	000000	00000	\$ 8,000	PIO - Mo College Access Network Grant
Net Revenue Adjustment						\$ 8,000	

Expenditures:

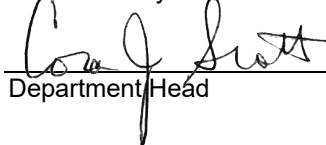
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22450	19	20010	502380	000000	00000	\$ 8,000	Printing and Binding
Net Expenditure Adjustment						\$ 8,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-2021 budget and appropriate funds from Coronavirus Aid, Relief, and Economic Security Act grant through the Missouri College Access Network for unfunded publication costs of SGF Neighborhood News.

Requested By:


Department Head

9/15/20
Date

Approved By:


Director of Finance

9/15/20
Date

Authorization:

Council Bill No. 2020-222

Ordinance No. _____

1st Reading _____

2nd Reading _____

Journal Imp No. _____

City Manager _____ Date
5 of 5

One-rdg. _____
P. Hrngs. _____
Pgs. 20
Filed 09-15-20

Sponsored by Ollis

First Reading _____

Second Reading _____

COUNCIL BILL 2020- 223

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to modify the current
2 Intergovernmental Agreement with Greene County, Missouri,
3 relating to the use of a consolidated Police Records Management
4 System.
5 _____
6

7 WHEREAS, in 2011, the City of Springfield purchased and implemented a Police
8 Records Management System ("RMS" a/k/a "Niche"), for use by the City's Police and
9 Prosecutors; and
10

11 WHEREAS, Niche has the capability to allow use by other governmental law
12 enforcement agencies, allowing these agencies to have more seamless and efficient
13 communication and allowing law enforcement agencies to coordinate with each other in
14 the delivery and execution of their respective duties; and
15

16 WHEREAS, the City of Springfield currently partners with multiple area law
17 enforcement agencies for the use of a consolidated RMS, allowing agencies to share
18 information and costs, resulting in more efficient delivery of services for all partner
19 agencies; and
20

21 WHEREAS on August 27, 2012, City Council approved Special Ordinance
22 26116, which allowed for the City of Springfield to enter into an agreement with Greene
23 County to allow for the Greene County Sheriff's Office to join the consolidated RMS;
24 and
25

26 WHEREAS, the City of Springfield and Greene County entered into said
27 agreement on February 14, 2013; and
28

29 WHEREAS, the City of Springfield and Greene County now wish to modify the
30 terms of the previous agreement.
31

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

34
35 Section 1 – The City Manager, or his designee, is hereby authorized to modify
36 the Intergovernmental Agreement with Greene County, Missouri, relating to the use of a
37 consolidated Police Records Management System; said modification to be substantially
38 similar in form and content as that First Addendum attached hereto and incorporated
39 herein by reference as "Exhibit 1," which modifies the terms of the currently existing
40 agreement which is attached hereto and incorporated herein by reference as "Exhibit 2."

41
42 Section 2 – This Ordinance shall be in full force and effect from and after
43 passage.

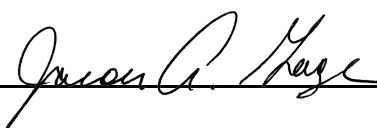
44
45 Passed at meeting: _____

46
47 _____
48 Mayor
49

50 Attest: _____, City Clerk

51
52 Filed as Ordinance: _____

53
54 Approved as to form: , Assistant City Attorney

55
56
57 Approved for Council action: , City Manager
58

EXPLANATION TO COUNCIL BILL 2020-223

FILED 09-15-20

ORIGINATING DEPARTMENT: Police Department

PURPOSE: To authorize the City Manager, or his designee, to modify the current Intergovernmental Agreement with Greene County, Missouri, relating to the use of a consolidated Police Records Management System

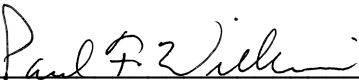
BACKGROUND INFORMATION: The Records Management System ("RMS" a/k/a "Niche") for a police department is the source of information for police and citizens. It is where all police reports, including incidents, traffic accidents, arrests and crime reports are stored. RMS manages property and evidence, provides most statistical information for manpower allocation decisions and allows departments to meet mandatory state and federal reporting requirements.

The Springfield Police Department has used its current RMS on January 31, 2011. The RMS allows sharing of system information with other local law enforcement agencies. The Springfield Police Department currently has agreements with other area law enforcement agencies for the purpose of sharing information as well as cost associated with the RMS. An intergovernmental agreement between the City of Springfield and Greene County was approved in 2012, allowing Greene County Sheriff's Office to join the consolidated RMS.

The purpose of this agreement is to modify the previously approved intergovernmental agreement and allow the City of Springfield to collect costs from the Greene County for Springfield Police Department staff time that is devoted to maintenance and quality control services for outside agencies participating in the consolidated RMS. The modified agreement would also update contact information reflecting changes in personnel since the original agreement was established.

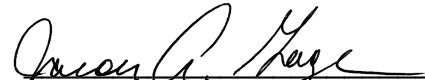
The City currently has RMS agreements with the City of Nixa, City of Republic and the Springfield R-XII School District. This modification will ensure all agencies are operating under consistent terms.

Submitted by:



Paul Williams, Chief of Police

Approved by:



Jason Gage, City Manager

Exhibit 1

FIRST ADDENDUM TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD, MISSOURI, AND
GREENE COUNTY, MISSOURI
For a Consolidated Police Records Management System
(RMS)

The Intergovernmental Agreement Between the City of Springfield, Missouri, and Greene County, Missouri for a Consolidated Police Records Management System (RMS) entered into on February 14, 2013 (“the Agreement”) is hereby amended and updated as follows:

The Agreement is amended by striking Paragraph IX under the heading “AGREEMENT” and replaced with a new Paragraph IX which shall read as follows:

“IX. **Notices.** All notices to be given under the terms of this agreement shall be in writing and signed by the authorized agent of the party serving the notice and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the persons designated below:

FOR THE CITY OF SPRINGFIELD: City Manager (currently Jason Gage)

FOR Greene County: County Administrator (currently Christopher Coulter)”

Exhibit A to the Agreement is amended by striking the existing RMS Project Managers and replacing them with new RMS Project Managers as follows”

“RMS Project Manager for the City of Springfield:

Police Services Administrator
(Currently Crystal Higdon)
Springfield Police Department
321 East Chestnut Expressway
Springfield, MO 65802
(417)864-1810
chigdon@springfieldmo.gov

RMS Project Manager for Greene County

Technology Services Division Lieutenant
(currently Deborah Wade)
1010 N. Boonville Ave., Springfield, MO 65802
417-829-6265
dwade@greencountymo.gov”

Exhibit B to the Agreement is amended by striking Paragraph C and replacing it with a new Paragraph C which shall read as follows:

“c. **REQUIRED SUPPORT COSTS.** The City of Springfield will provide all related support and software upgrade functions in lieu of a direct manufacturer’s maintenance agreement Greene County agrees to pay the following maintenance and support fees:

1) Manufacturer maintenance fees as stated in the contractual agreement between Niche and the City of Springfield (currently established at 20% of the total licensing cost) to the City of Springfield for said support beginning one year from the date that Greene County

“goes live” with Niche. Should the cost to the City of Springfield change, such change shall be forwarded to Greene County within (30) days. Greene County shall receive for this support agreement support as outlined in the main contract body, as well as minor software changes and updates as requested. All support and change requests shall be prioritized within the City of Springfield and acted upon based on their priority level. Should Greene County feel that the priority for a specific project be changed, said request should be routed through the local Information Systems Coordinator, or the local Project Manager.

2) Local maintenance fees in an amount equal to of 75% of Greene County’s share of the manufacturer maintenance fees shall be payable to the City of Springfield for overall quality control services which maintain the integrity and quality of the data within the RMS. Local quality control services include but are not limited to data quality management, training and technical support, general testing and troubleshooting, product development, and coordination with the manufacturer on future functionality and upgrades to the software. Local maintenance fees will be assessed beginning with the billing cycle that commences on February 1, 2021.”

This addendum is entered into this _____ day of _____, 2020.

For the City of Springfield:

Approved as to form:

City Manager or Designee

City Attorney or Designee

For Greene County:

Presiding Commissioner Bob Dixon

Associate Commissioner John Russell

Attest:

Associate Commissioner Harold Bengsch

County Auditor Cindy Stein

Greene County Sheriff, Jim Arnott

Exhibit 2

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD,
MISSOURI, AND GREENE COUNTY, MISSOURI
For a Consolidated Police Records Management System
(RMS)

PARTIES:

The parties to this Agreement are the City of Springfield, a Missouri municipal corporation, hereafter "City of Springfield" and Greene County, Missouri, The entities executing the agreement now or in the future shall be referred to throughout this document by name, or collectively as the "Agencies" or "each agency" where appropriate:

RECITALS:

WHEREAS, The City of Springfield and Greene County desire to consolidate economic resources, achieve a uniform system of reporting crimes, and create a seamless records and data sharing system for consolidated police records; and

WHEREAS, In order to accomplish the desire to consolidate economic resources, achieve a uniform system of reporting crimes, and create a seamless records and data sharing system for consolidated police records, such other Agencies as may now or at a future date execute this Agreement and its Exhibits substantially in the form set forth herein may be added as parties to this agreement; and

WHEREAS, the City of Springfield has contracted with Niche Systems to install all necessary hardware and software to implement such a consolidated police records management system; and

WHEREAS, the Agencies recognize the value in pooling their resources to create a uniform and seamless system which will greatly assist all participating agencies and the general public through improved data collection and data sharing; and

WHEREAS, the Niche System offers all participating agencies a data collection and sharing system that can meet the collective and individual needs of each agency; and

WHEREAS, this Agreement and all attachments incorporated by reference herein sets forth the scope of each Agency's responsibilities as well as the benefits each agency will receive by the Agency's participation in this RMS.

AGREEMENT:

NOW THEREFORE, the Agencies executing this agreement enter into an Intergovernmental Agreement under §70.220 RSMo for their mutual benefit as further described in this Agreement, and for the benefit, health, safety and welfare of the public.

- I. **Parties.** The Parties to this Agreement are the entities listed above under "Parties."
- II. **Purpose.** The Purpose of this Agreement is to form an Intergovernmental Agreement under §70.220 RSMo for the purpose of participating in a multijurisdictional RMS.

- III. **Term and Automatic Renewal.** The term of this Agreement shall commence when approved by the governing bodies of each party and executed by the persons authorized to sign on behalf of each party. This Agreement shall be automatically renewed at the end of the first Agreement term, for a period of two (2) years, and subsequent terms of two (2) years each, unless either party has been terminated or cancels, or if Greene County provides written notice of non-renewal to the City of Springfield at least 180 days prior to the end of the Agreement term.
- IV. **Scope and Services, Costs, and Payment.** The Scope of Services shall be as described in **Exhibit A**, "Scope of Services," attached and incorporated herein. The costs and payments associated with this Agreement shall be as described in **Exhibit B**, "Costs and Billing" attached and incorporated herein.
- V. **Non-Discrimination.** In the performance of the services of this Agreement, each party agrees not to discriminate against any employee or applicant because of race, religion, age, color, sex, handicap, national origin or ancestry. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.
- VI. **Liability.** Each party shall be responsible for the consequences of its own acts or omissions and those of its employees, boards, commissions, agencies, officers and representatives, and shall be responsible for losses, claims and liabilities which are attributable to such acts or omissions.
- VII. **Compliance with applicable laws.** Each party shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which may in any manner affect this Agreement.
- VIII. **Legal Powers and Duties.** Each party understands and agrees that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- IX. **Notices.** All notices to be given under the terms of this Agreement shall be in writing and signed by the authorized agent of the party serving the notice and shall be sent by registered or certified mail, return receipt required, postage prepaid, or hand delivered to the persons designated below:

FOR THE CITY OF SPRINGFIELD: Greg Burris, City Manager

FOR GREENE COUNTY: Tim Smith, County Administrator

If any party wishes to designate another person for the receipt of notice under this section, that party shall notify all other parties in writing by sending a notice under this section.

- X. **Controlling Law.** It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Missouri law shall be controlling.
- XI. **Entire Agreement.**
- A. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
- B. This entire Agreement is intended to be an agreement solely among the parties hereto and for their benefit only. No part of the Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

- XII. **Amendment.** This agreement shall be binding on the parties hereto, and cannot be varied or waived by any oral representations or promise of any agenda or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Agreement, unless another provision is specifically provided for elsewhere in this Agreement.
- XIII. **Severability.** If any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
- XIV. **No Waiver.** No failure to exercise, or any delay in exercising, any right, power, or remedy hereunder by any party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the party making the waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- XV. **Termination.**
- A. **Termination by the City of Springfield for Cause.** If through any cause, any agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if any agency shall violate any of the terms or conditions of the Agreement, the City of Springfield shall have the right to terminate this Agreement as to that agency by giving notice of such failure or violation under the Notice procedures provided in Section IX, Notices. Upon receipt of such notice the agency shall have thirty (30) days to cure such failure or violation or the Agreement shall terminate. The procedures under paragraph C, below, shall apply to the terminated agency. If any agency is terminated under this paragraph, it shall not be entitled to reimbursement of funds already paid for maintenance and support for the current year of the contract. Termination as to one Agency shall not affect the Agreement as to another.
- B. **Cancellation by City of Springfield or any Agency, no cause, payment.** Any party may terminate this Agreement without cause by giving the other party no less than one hundred eighty (180) days written notice of its intent to cancel, under the procedures of Section IX, Notices. If any agency terminates participation under this paragraph, it shall not be entitled to reimbursement of funds already paid for maintenance and support for the current year of the contract.
- C. **Procedures upon Termination, Cancellation or Non-Renewal of Any Agency.**
1. If any agency is terminated, cancels or non-renews, their participation in this Agreement the City of Springfield shall restrict all passwords and log-ins issued to that agency to a read-only level of access, as of the date of termination, cancellation or non-renewal.
- A terminated, canceled or non-renewed agency will be entitled to a copy of their Data, as that term is defined in Exhibit A, upon written request to the City of Springfield.
- XVI. **Third Party Rights.** This Agreement is intended to be solely among the parties hereto. Nothing in this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVII. **Goodwill.** Any and all goodwill arising out of this Agreement shall be shared equally by the City of Springfield and all other parties.

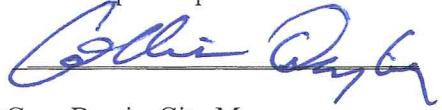
XVIII. **Authority.** Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents, have caused this Agreement to be executed.

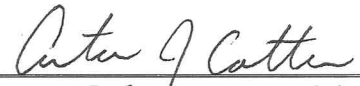
[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

FOR THE CITY OF SPRINGFIELD:

CITY OF SPRINGFIELD
A municipal corporation


for Greg Burris, City Manager

Date: 12-28-12


Anita J. Cotter, Asst City Clerk
~~Brenda Curtin, City Clerk~~

Date: 1-3-13


Assistant City Attorney

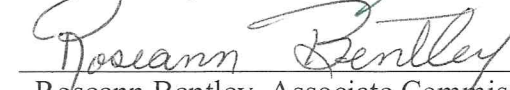
Date: 12/26/12

FOR GREENE COUNTY:

GREENE COUNTY COMMISSION


Presiding Commissioner, Jim Viebrock


Harold Bengsch, Associate Commissioner District #1


Roseann Bentley, Associate Commissioner District #2

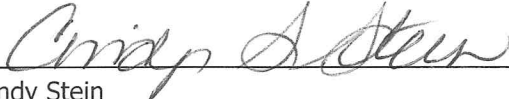
01-28-13
Date

ATTEST:


Richard Struckhoff, County Clerk

AUDITOR CERTIFICATION

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 anticipated revenue appropriated for payment of same.

 2/14/2013

Cindy Stein

Date

Greene County Auditor


Tim Smith, County Administrator

Date: 1/17/13


Jim Amott, Sheriff

Date: 1-22-13

Approved as to Form: 
Legal Counsel, Greene County Sheriff's Office

EXHIBIT A

To the Intergovernmental Agreement between the City of Springfield, Missouri and Greene County, Missouri for a Consolidated Police Records Management System (RMS)

SCOPE OF SERVICES

DEFINITIONS:

COMPUTER AIDED DISPATCH SYSTEM ("CAD"): Highly specialized telecommunications and geographic technology that supports public safety emergency response operations.

DATA: For purposes of this Agreement, Data shall be any piece of information produced by the police department of any party that is converted, digitally created, collected, and stored on the Records Management System while that agency is a valid party to this Agreement.

DATA ENTRY STANDARDS: Niche RMS user guide and help documents provided by the City of Springfield describing data entry standards and procedures for the RMS.

LEVELS OF AUTHORITY: Level of access that a user has to RMS data.

LOCAL INFORMATION SYSTEM COORDINATOR ("LOCAL ISC"): A police department employee designated by each agency to be responsible for coordinating with the Project Manager for RMS implementation, training and on-going support for that agency under this Agreement.

PROJECT MANAGER: Person designated by the City of Springfield charged with planning and coordinating the implementation and ongoing support of the RMS to be created under this Agreement.

RECORDS MANAGEMENT SYSTEM ("RMS"): A collaborative system and related work processes for collecting, storing, and sharing public safety data, including police department records, municipal court operations and CAD operations, of all parties covered under this agreement. All RMS data will be stored, maintained, and backed up by the City of Springfield on redundant servers at two different geographic locations.

SUMMARY OF RECORDS MANAGEMENT SYSTEM:

The RMS to be created under this Agreement seeks to standardize, where possible, business and records management processes among the police departments of all of the parties to facilitate data processing and immediate electronic information retrieval and data exchange among the parties. The RMS will utilize and expand the Niche Systems, Inc. "Niche" software suite

currently used by the City of Springfield Police Department. Existing data of any participating agency may, at their discretion and cost, be converted and consolidated into a single RMS that will be hosted by the City of Springfield. Thereafter each agency shall enter all data onto the RMS system. The City of Springfield will continue to enter and store its own data on its existing system which shall become part of the shared RMS under this Agreement. Each party will have access and authority to enter, store, revise, and view its own data and to view the shared data of other parties.

The RMS will expand and share the following technologies presently used by the City of Springfield Police Department with each of the parties to this Agreement:

- Interfaces so that RMS contact data and photos can be obtained in the field from a squad car;
- Ability to electronically create monthly UCR reports and capability to migrate to IBR based reporting in the future;
- Ability to create “ad hoc” reports or specific data queries over the RMS (beyond their jurisdiction if desired);

This RMS will also provide for technology and software that is not presently used by the City of Springfield but is needed by some of the participating agencies for Municipal Court applications and CAD applications.

Coordination and Communication among the Parties:

1. RMS PROJECT MANAGEMENT: The Project Managers for purposes of this agreement will be:

RMS Project Manager for the City of Springfield:

Sherry Royal
Police Services Administrator
Springfield Police Department
321 East Chestnut Expressway
Springfield, MO 65802
417-864-1810 (x1703)
sroyal@springfieldmo.gov

RMS Project Manager for Greene County:

Lt. Debi Wade
Warrants/Records Division
Greene County Sheriff's Office
1010 Boonville
Springfield, MO 65802
417-829-6222
dwade@greenecountymo.org

2. INFORMATION SERVICES COORDINATOR (“ISC”): Each agency shall designate an Information Services Coordinator, and provide that person’s name, title, address, phone number and email address, in writing, to the Project Manager within thirty (30) days of the effective date of this Agreement.

If either party wishes to designate another Project Manager or either agency wishes to change their Local ISC, that party shall notify the other party in writing by sending a notice under Section IX., Notices.

Implementation Procedures and Schedule:

1. **Springfield and Greene County.** The implementation and integration schedule for these agencies is presented in Table 1, below. This schedule represents the initial stages of development and planning, as well as setting dates for a full transition to Niche RMS operations.

Table 1 – Task Schedule for Springfield and Greene County.

Springfield will work with Greene County to complete each task according to the schedule in Table 1, below. Moving from one task to the next will require the approval of the Project Manager. This schedule may be consolidated or modified at the discretion of the City of Springfield in consultation with Greene County. Springfield will keep Greene County informed of any decisions to modify the schedule. Both parties agree to commit to efficient and prompt completion of tasks necessary to fully implement and go live with the RMS.

IMPLEMENTATION SCHEDULE FOR TASKS RELATED TO GREENE COUNTY SHERIFF'S OFFICE SET UP		
DATE	RESPONSIBLE PARTY	TASK
03-08-13	SPRINGFIELD AND GREENE COUNTY	Gather information on process and procedural differences
COMPLETED	SPRINGFIELD IS AND NICHE	Create Greene County domain in Niche
06-01-13	SPRINGFIELD AND GREENE COUNTY IS	determine connectivity options and setup
03-08-13	GREENE COUNTY	Request or Create specific forms and reports as necessary due to procedural differences
07-01-13	SPRINGFIELD AND GREENE COUNTY	Begin remote testing with Greene County
03-08-13	SPRINGFIELD PD	Administrator Training – Greene County
10-01-13	SPRINGFIELD PD	Super User Training – Greene County
03-08-13	SPRINGFIELD PD AND NICHE	Documentation for new users provided
09-01-13	ALL	Conclude testing
11-01-13	ALL	Go live
12-15-13	ALL	Initial change period
02-01-14	ALL	Completion sign off

City of Springfield Responsibilities:

1. **PROVIDE THE HOST SERVER.** The City of Springfield shall provide the host server with adequate storage and processing capability for the RMS. The City of Springfield shall provide 100% data redundancy and serve as the "hot back up" for the RMS. The production and the backup being used to store data for the RMS will be located in separate, secure, geographic locations.
2. **PROVIDE A COMMUNICATIONS LINK.** The City shall provide their end point of presence for a communications link that provides adequate bandwidth, security and reliability to be used as the primary link between the City of Springfield and Greene County.
3. **PROJECT MANAGEMENT.** The City of Springfield Project Manager shall coordinate with Greene County's Project Manager to manage the project, as well provide actual services for all aspects of implementing the RMS with Greene County. This includes, but is not limited to installation, data conversion, implementation, start-up, training, and coordinating with Niche, outside vendors or subcontractors hired by the City of Springfield for purposes of creating and running Greene County's domain on the Niche system. Further, it is expected that the Project Manager for Greene County will be given administrative access rights to the Greene County domain on the Niche system.
4. **SUPPORT.** The City of Springfield shall provide and coordinate ongoing maintenance and technical support services, as described under the heading "Maintenance and Support Services" below. The City of Springfield shall assign the appropriate level of authority for access to the RMS by creating a "security profile" for each user from each agency. The level of authority for each user shall be determined by the Chief of Police and the Greene County Sheriff. The City of Springfield shall enter all user names (ID or log-ins) and passwords with the appropriate security profile as determined by the Project Manager, and shall delete names and passwords when notified by the agency ISC or Project Manager that a user has left the employment of that agency. Further, if the operation of Niche requires the purchase of additional hardware, or upgrades to support the system, the City will be included in such discussions about the need for such and given adequate notice to prepare, if any of the costs will be paid by Greene County.
5. **BILLING.** The City of Springfield shall provide annual estimates, adjustments and invoices to Greene County for annual maintenance and support as described in Exhibit B.
6. **OUTSIDE VENDORS:** The City of Springfield may at its discretion choose to implement this Agreement with the assistance of outside vendors or contractors using required bidding and contracting methods required by law or policy of the City of Springfield and State of Missouri. The City of Springfield shall arrange for services and products from the vendors below, or other vendors who in the City's opinion provide equivalent services, and fulfill its obligations under this paragraph using whatever lawful means it deems necessary and suitable. In addition, the City of Springfield agrees not to terminate the contract(s) with Niche required for the RMS while this Agreement is in effect, unless all parties agree, in writing, to engage another vendor for purposes of this Agreement. The parties acknowledge that the City of Springfield cannot guarantee the participation of any of these vendors and by listing them herein, the parties do not intend to bind any of them as third parties to the Agreement:
 - a. **Niche Systems, Inc.** owns, licenses, and distributes the records management software.

GREENE COUNTY RESPONSIBILITIES:

1. **HARDWARE.** Greene County shall be responsible to acquire, maintain and administer necessary hardware equipment and software applications necessary for accessing the RMS from their local site. The parties to this agreement expect that the Niche software will be loaded onto the existing computers currently in use at Greene County and that there is no initial cost to Greene County for equipment to support Niche.
2. **PROVIDE A COMMUNICATIONS LINK.** It is agreed upon by the parties that we will use existing city/county fiber cables to the Public Safety Center, at no additional cost to either party.
3. **LOCAL ADMINISTRATOR.** Designate an agency ISC and notify the Project Manager within thirty (30) days of signing this Agreement. Notice shall include name, title or rank if appropriate, phone, email address, and normal hours of work.
4. **AVAILABILITY.** Make the appropriate staff available after being notified by the Project Manager of the dates scheduled for migration and any other task or function that must be provided on-site at Greene County to implement the RMS.
5. **USER ACCESS.** The Local ISC shall identify those Greene County employees who will be users of the RMS, and determine with the Chief of Police, and the Greene County Sheriff, the appropriate level of authority for each user, from their agency. The local ISC shall assign the level of authority and security profiles for each user based on information provided by the agency ISC, the Springfield Police Chief and the Greene County Sheriff.
6. **ACCESS RESTRICTION AND DELETION.** The local ISC shall disable or delete users immediately when an RMS user leaves the employment of the agency for any reason, including retirement, termination, resignation or any other reason.
7. **USAGE.** Ensure that all users from Greene County use the RMS for valid law enforcement and public safety purposes only, according to law.
8. **SECURITY BREACHES.** Promptly report any suspected security breaches to the Project Manager, Chief of Police and the Greene County Sheriff.
9. **RELEASE OF RECORDS.** Handle requests for release of records in accordance with "Security and Release of RMS Data" below and as required by law.
10. **TECHNICAL SUPPORT.** Handle technical problems at the local level including local connectivity issues, report unresolved problems according to "Maintenance and Support Services" below, and follow all instructions given by the technical support service provider.
11. **DATA ENTRY.** Ensure that all data entered onto the RMS shall adhere to data quality standards to be established by the City of Springfield, and the Greene County Project Manager shall be responsible to ensure all users at Greene County adhere to these standards.

12. **CHANGEOVER.** Once Greene County has gone live, as determined by the Completion Sign Off listed in the implementation table above, all data collected from that point forward shall be entered and stored onto the RMS.

Security and Release of RMS Data:

Any data converted, transferred, entered or stored on the RMS shall be the sole property of the party that produced the data, with each party granting to each other consent to use and review the data only for lawful law enforcement purposes and in accordance with other procedures described herein. Such data shall be used solely for valid law enforcement purposes according to law and the policies of each agency. Each party shall be responsible for responding to 610.010 et seq. requests and any other requests from any requestor, to view, access, or release its own data. No party shall allow access to or release the data of another party to anyone who is not a valid RMS user of one of the parties to this Agreement. If a request is made to one party for access or release of data of another party, the requestor shall be directed to the party that produced that data.

Maintenance and Support Services:

1. **MAINTENANCE.** The City of Springfield shall:
 - a. Maintain all computer hardware under the City's control associated with the RMS, including performing routine maintenance procedures as needed
 - b. Perform back-ups of all RMS data not less frequently than one time per day
 - c. Maintain all software licenses, maintenance and support contracts associated with the RMS
2. **TECHNICAL SUPPORT TO GREENE COUNTY.** The City of Springfield agrees to provide basic technical support to Greene County, related to the connectivity and RMS software. The City of Springfield will provide support and respond to all problems as soon as practicable, if they are properly reported according to the procedures listed below:
 - a. **CONNECTIVITY PROBLEMS:**
 - i. **Level 1 WAN Support** - all connectivity issues shall be first reported to the Local ISC at Greene County, who shall resolve problems with the local connection and/or call any local connection providers.
 - ii. **Level 2 WAN Support** - if the local ISC cannot resolve a connectivity issue, the problem may be reported to the Springfield Police Department ("SPD") IS Coordinator during normal business hours. After-hours and on weekends, connectivity problems shall be reported to the City of Springfield's designated after-hours support service.
 - iii. **LEVEL 3 Wan Support** - if a connectivity issue cannot be resolved at level 1 or 2, the Local ISC, or local Project Manager, may report it to the Project Manager at the number or email as determined by the Project Manager.
 - b. All other RMS Application Technical Problems unrelated to connectivity:
 - i. **Level 1 RMS Support** - all other RMS technical issues shall be first reported to the Local ISC at Greene County, who shall resolve all local hardware and software issues or utilize that agency's own support services for local hardware or software problems unrelated to the RMS

ii. Level 2 RMS Support - if the local ISC cannot resolve an RMS application problem at Level 1, the problem may be reported to the SPD IS Coordinator if during normal business hours

iii. Level 3 RMS Support - If RMS application problems cannot be resolved after proceeding through Level 1 or 2, the problem may be reported to the Project Manager

iv. Level 4 Emergency Support - Connectivity-or RMS Applications - In the event of an urgent, emergency RMS application or connectivity problem that cannot be resolved by Levels 1-3, the Local ISC may report it to the SPD IS Coordinator or the Project Manager for immediate support, regardless of time of day, using phone numbers to be provided.

c. **SUPPORT TRAINING.** The City of Springfield will train the Local ISC's to identify and respond to connectivity and RMS application support issues, and to properly use the Support Levels described above. Additional support procedures and details such as phone numbers shall be provided to each agency by the Project Manager at the appropriate stage of implementation.

EXHIBIT B

To the Intergovernmental Agreement between the City of Springfield, Missouri and Greene County, Missouri for a Consolidated Police Records Management System (RMS)

COSTS AND BILLING

1. Costs

a. **INITIAL LICENSE COSTS.** The City of Springfield, Missouri agrees to maintain all appropriate licenses for the RMS system with the systems manufacturer. Greene County shall be authorized to use licenses in accordance with the Niche license agreement at a cost of twelve hundred dollars (\$1,200.00) per sworn person. Greene County has one hundred seventeen (117) sworn personnel. Non-sworn persons and support personnel are able to use the software at no additional charge to Greene County. This price per license shall remain in line with the City of Springfield's acquisition costs for obtaining the same from Niche. Should the cost to the City of Springfield change, such change should be forwarded to Greene County within thirty (30) days.

b. **INITIAL SOFTWARE SETUP COSTS.** Software setup and Niche domain creation and seeding shall be included in the initial licensing purchase. After the software has been signed off by Greene County as being complete and ready to go live, initial setup time shall be concluded and any further changes shall be governed by the support and maintenance agreement between the City of Springfield and Greene County.

c. **REQUIRED SUPPORT COSTS.** The City of Springfield will provide all related support and software upgrade functions in lieu of a direct manufacturer's maintenance agreement. Greene County agrees to pay the required annual maintenance fee as stated in the contractual agreement between Niche and the City of Springfield (currently established at 20% of the total licensing cost) to the City of Springfield for said support beginning one year from the date that Greene County "goes live" with Niche. Should the cost to the City of Springfield change, such change should be forwarded to Greene County within thirty (30) days. Greene County shall receive for this support agreement support as outlined in the main contract body, as well as minor software changes and updates as requested. All support and change requests shall be prioritized within the City of Springfield and acted upon based on their priority level. Should Greene County feel that the priority for a specific project be changed, said request should be routed through the local Information Systems Coordinator, or the local Project Manager.

d. **SIGNIFICANT SOFTWARE MODIFICATIONS.** The City of Springfield may choose to charge Greene County for requested changes to the software. If the City of Springfield chooses to exercise this option, an estimate on the total cost to complete shall be given in writing to Greene County prior to the commencement of work. The total costs due for said changes will be the actual costs to the City of Springfield for both employee labor at the employee's labor rate, as well as any outside costs incurred directly for said project.

e. **MISCELLANEOUS COSTS.** In the event of additional costs being incurred by the City of Springfield in reference to licensing held by Greene County, said costs shall be passed on at their original billed values.

2. **BILLS**

a. **BILLING PROCEDURES.** The billing procedures shall be as follows:

1. **ESTIMATE.** Beginning _____ (go live date for Greene County) and each _____ (anniversary of the go live date) thereafter, the City of Springfield shall notify Greene County of the estimated annual maintenance costs for the following year. Beginning with the _____ estimate and each March thereafter, the estimated costs may include adjustments for the following year as described in the Required Support Costs section above.

2. **JANUARY INVOICE AND PAYMENT.** The City of Springfield shall prepare an invoice for said support based on the total current number of licenses acquired and present said bill annually in January for payment within thirty (30) days from receipt of invoice.

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 09-15-20

Sponsored by: McClure

COUNCIL BILL 2020-224 RESOLUTION

A RESOLUTION

1 CONFIRMING the appointment of Jennifer Peterson to the Downtown Springfield
2 Community District Board of Directors. (Staff and the Downtown
3 Springfield Community Improvement District Board of Directors
4 recommend approval.)
5
6

7 WHEREAS, the Downtown Springfield Community Improvement District ("CID")
8 petition was approved by General Ordinance 4924 on September 7, 1999, thereby
9 establishing said CID; and
10

11 WHEREAS, the CID's petition has been amended and its term extended a
12 number of times, with its most recent extension having been approved by Special
13 Ordinance 26746 on June 21, 2016; and
14

15 WHEREAS, said petition establishes the qualifications and process for
16 appointing members of the CID Board of Directors through appointment by the Mayor
17 with confirmation by City Council; and
18

19 WHEREAS, there is presently a need to appoint a new member to the Board of
20 Directors; and
21

22 WHEREAS, the Mayor recommends the appointment of Jennifer Peterson to the
23 Downtown Springfield Community Improvement District Board of Directors.
24

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

28 Section 1 – City Council hereby confirms the appointment of Jennifer Peterson to
29 the Downtown Springfield Community Improvement District Board of Directors, with a
30 term to expire on December 31, 2021.
31

32 Section 2 – This Resolution shall be in full force and effect immediately upon
33 adoption.

34
35 Passed at meeting: _____

36
37 _____
38 Mayor

39
40 Attest: _____, City Clerk

41
42 Filed as Resolution _____

43
44 Approved as to form: Kyle T. [Signature], Assistant City Attorney

45
46
47 Approved for Council action: Jason A. [Signature], City Manager
48

EXPLANATION TO COUNCIL BILL 2020- 224

FILED: 09-15-20

ORIGINATING DEPARTMENT: Planning and Development

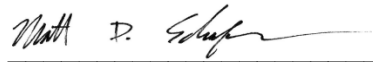
PURPOSE: Confirming the appointment of Jennifer Peterson to the Downtown Springfield Community District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommend approval.)

BACKGROUND: As required by the petition establishing the Downtown Springfield Community Improvement District ("CID"), the Mayor shall appoint members of the CID Board of Directors with the advice and consent of the City Council. The CID Board of Directors recommends the following appointment to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term Expires</u>	<u>Notes</u>
5	Jennifer Peterson	Representative of a business that owns real property in the District	12/31/2021	New appointment to serve remainder of unexpired term

REMARKS: Staff and the Downtown Springfield CID Board of Directors recommend approval.

Submitted by:



Matt D. Schaefer, AICP
Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



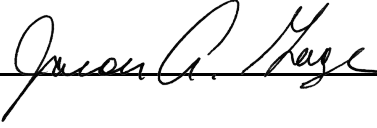
Jason Gage, City Manager

36

37 Approved as to form: , Assistant City Attorney

38

39

40 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 225

FILED: 09-09-2020

ORIGINATING DEPARTMENT: Finance

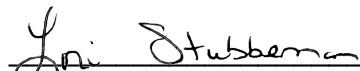
PURPOSE: Granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Ozarks Events LLC, d/b/a Dublin's Pass, including Sunday Sales, for their location at 317 East Park Central Street, Springfield, Missouri, such license to include an enclosed patio measuring 40 feet by 20 feet.

BACKGROUND INFORMATION: Applicant, Ozark's Events LLC, d/b/a Dublin's Pass, applied for a license to sell liquor by the drink at retail at its location at 317 East Park Central Street, said permit to include a 40 foot by 20 foot enclosed patio. The applicant's business is located within 100 feet of property located at 325 E Park Central Street where regular church services are held by Hill City Church. Objections were not submitted to City staff. It should be noted that a license for retail liquor by the drink including Sunday sales, inclusive of the 40 foot by 20 foot patio, has been held at this location with the same d/b/a under different ownership.

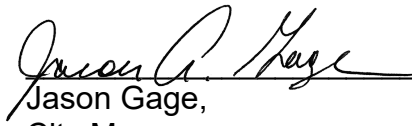
Pursuant to Section 10-37(a) of the Springfield City Code, no license shall be granted for the sale of intoxicating liquor within 100 feet of any church, school, park, or building regularly used as a place of worship unless the applicant shall first obtain the consent in writing of City Council. As a result, City Council must determine whether it will issue a license to this business location. Pursuant to Section 10-3. A, minors will be allowed on the premises when alcohol is being consumed, because Applicant is a restaurant that has more than 40 percent of its sales from food prepared on the premises.

Submitted by:

Approved by:



Lori Stubbeman
Business License Supervisor



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 09-01-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 213

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication
2 of public streets and easements to the City of Springfield, Missouri,
3 as shown on the Preliminary Plat of Westgate Subdivision,
4 generally located at 4202 West Kearney Street, upon the applicant
5 filing and recording a final plat that substantially conforms to the
6 preliminary plat; and authorizing the City Clerk to sign the final plat
7 upon compliance with all the terms of this Ordinance. (Staff
8 recommends that City Council accept the public streets and
9 easements.)
10 _____
11

12 WHEREAS, an original Preliminary Plat of Westgate Subdivision dated July 29,
13 2020, is on file in the Department of Planning and Development; and
14

15 WHEREAS, on August 13, 2020, the Planning and Zoning Commission met and
16 approved the Preliminary Plat of Westgate Subdivision which is generally located at
17 4202 West Kearney Street, and a copy of the Record of Proceedings from said meeting
18 are attached hereto as "Exhibit A" and incorporated herein by this reference.
19

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

23 Section 1 – City Council hereby authorizes the Director of Planning and
24 Development, on behalf of the City of Springfield, to accept the dedication of public
25 streets and easements as shown on the Preliminary Plat of Westgate Subdivision,
26 which is generally located at 4202 West Kearney Street, as approved by the Planning
27 and Zoning Commission. The original plat of Westgate Subdivision is on file in the
28 Department of Planning and Development ("Approved Preliminary Plat"), a reduced
29 version of which is attached hereto for general reference as "Exhibit B – Attachment 3."
30 "Exhibit B," including all attachments, is incorporated herein by this reference.
31

32 Section 2 – The Director of Planning and Development shall be authorized to
33 accept the land, easements, and improvements dedicated to the City, as shown on the

34 Approved Preliminary plat, upon the filing and recording of a final plat in accordance
35 with this Ordinance and the Subdivision Regulations of the City, which final plat shall
36 substantially conform to the Approved Preliminary Plat, including those conditions
37 described in "Exhibit B – Attachment 2" and upon the Director of Public Works certifying
38 to the Director of Planning and Development and the City Clerk that the public
39 improvements have been made in accordance with City standards and specifications.
40 Said public improvements shall not be accepted until the occurrence of the above
41 written conditions.
42

43 Section 3 – The final plat shall not be recorded until: (1) the public improvements
44 relating to the Approved Preliminary Plat have been constructed according to the
45 specifications of the City of Springfield, Missouri, and are approved by the Director of
46 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
47 by or in connection with the construction of said improvements have been paid to the
48 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed
49 with the City Manager, according to the terms of the Subdivision Regulations of the City,
50 the prescribed financial assurances in a form acceptable to the City to ensure the
51 construction of the improvements and the payment to the City of all engineering fees,
52 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
53 construction of the improvements.
54

55 Section 4 – Upon compliance with all the requirements of this Ordinance,
56 including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby
57 authorized to endorse City Council's approval upon the final plat pursuant to Section
58 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public
59 Improvements contained therein.
60

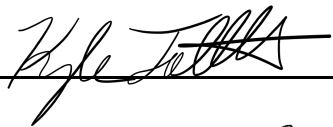
61 Section 5 – This Ordinance shall be in full force and effect from and after its
62 passage and is subject to Section 36-226 of the Land Development Code.
63

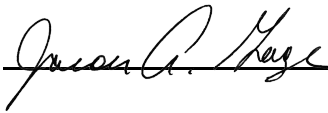
64 Passed at meeting: _____
65

66 _____
67 Mayor
68

69 Attest: _____, City Clerk
70

71 Filed as Ordinance: _____
72

73
74 Approved as to form:  _____, Assistant City Attorney
75

76
77 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2020 - 213

FILED: 09-01-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Westgate Subdivision, generally located at 4202 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Westgate Subdivision dated July 29, 2020, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 3."
- B. The Planning and Zoning Commission held a public hearing on August 13, 2020, and approved the preliminary plat by a vote of 5 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

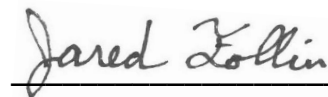
The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for General Industrial, Transportation and Utilities. The subdivision divides the property in a way that will facilitate industrial development which is consistent with the comprehensive plan and current zoning district. The Major Thoroughfare Plan classifies Kearney Street as a Secondary Arterial and Westgate Avenue as a Secondary Arterial which supports the proposed land use.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

REMARKS:

Staff recommends approval.

Submitted by:

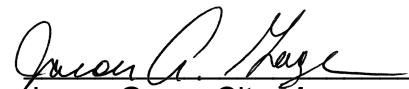


Jared Follin, Associate Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – WESTGATE SUBDIVISION
Planning and Zoning Commission – August 13, 2020

Preliminary Plat of Westgate Subdivision
4202 West Kearney Street

Applicant: Parrish Land & Development, LLC and ARMA Development, LLC

Mr. Hosmer stated that this is a request to approve a two-lot industrial subdivision on 2.8 acres of property located at 216 East Weaver Road. The application is consistent with the Comprehensive Plan which identifies this property as appropriate for General Industrial, Transportation and Utilities. The property is zoned GM, General Manufacturing. The Transportation Plan classifies Kearney Street and Westgate Avenue as a Secondary Arterials which supports the proposed land use. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention is not allowed, and detention will be required. A large portion of Lot 1 is within the area of a sinkhole. There is a 25 feet buffer around the sinkhole perimeter which will not be buildable area. The extent of the sinkhole/ buffer can be seen on the plat as a bold, dotted line. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department. If Planning and Zoning Commission approves the preliminary plat, the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Aaron Hargrave, representative for the developer and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Rose motioned to **approve** item Preliminary Plat of Westgate Subdivision (4202 West Kearney Street).

Mr. Coltrin seconded the motion. Ayes: Doennig, Ogilvy, Shuler, Rose, and Coltrin. Nays: None.

Abstain: None. Absent: Broekhoven, Cox, Thomas, and Jobe.



Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

August 13, 2020

CITY COUNCIL PUBLIC HEARING:

September 8, 2020

CASE: Preliminary Plat of Westgate Subdivision

ACRES: 17.23

LOCATION: 4202 West Kearney Street

EXISTING LAND USE: Office uses / Vacant

APPLICANT: ARMA Development, LLC c/o Richard Kramer & Parrish Land & Development, LLC

STAFF: Jared Follin, Associate Planner
417-864-1615

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot industrial subdivision named "Westgate Subdivision" to facilitate development on the property.

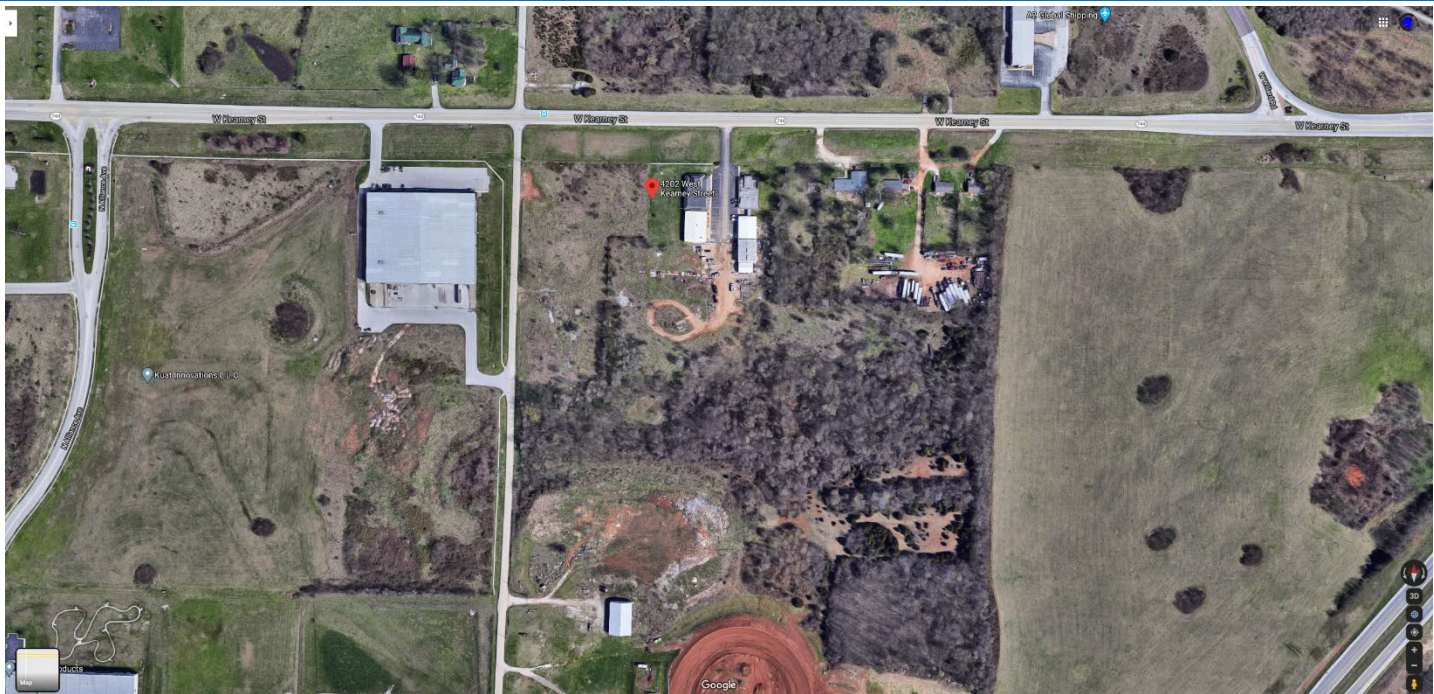
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed below, is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM	GM	GM	HM
LAND USE	Office/Vacant	Vacant	Vacant	Manufacturing

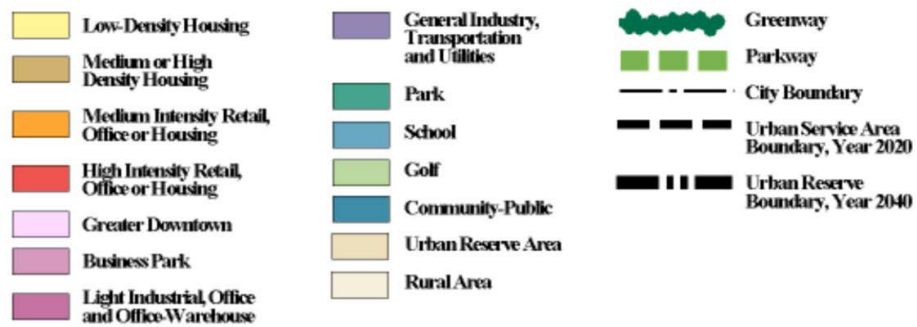
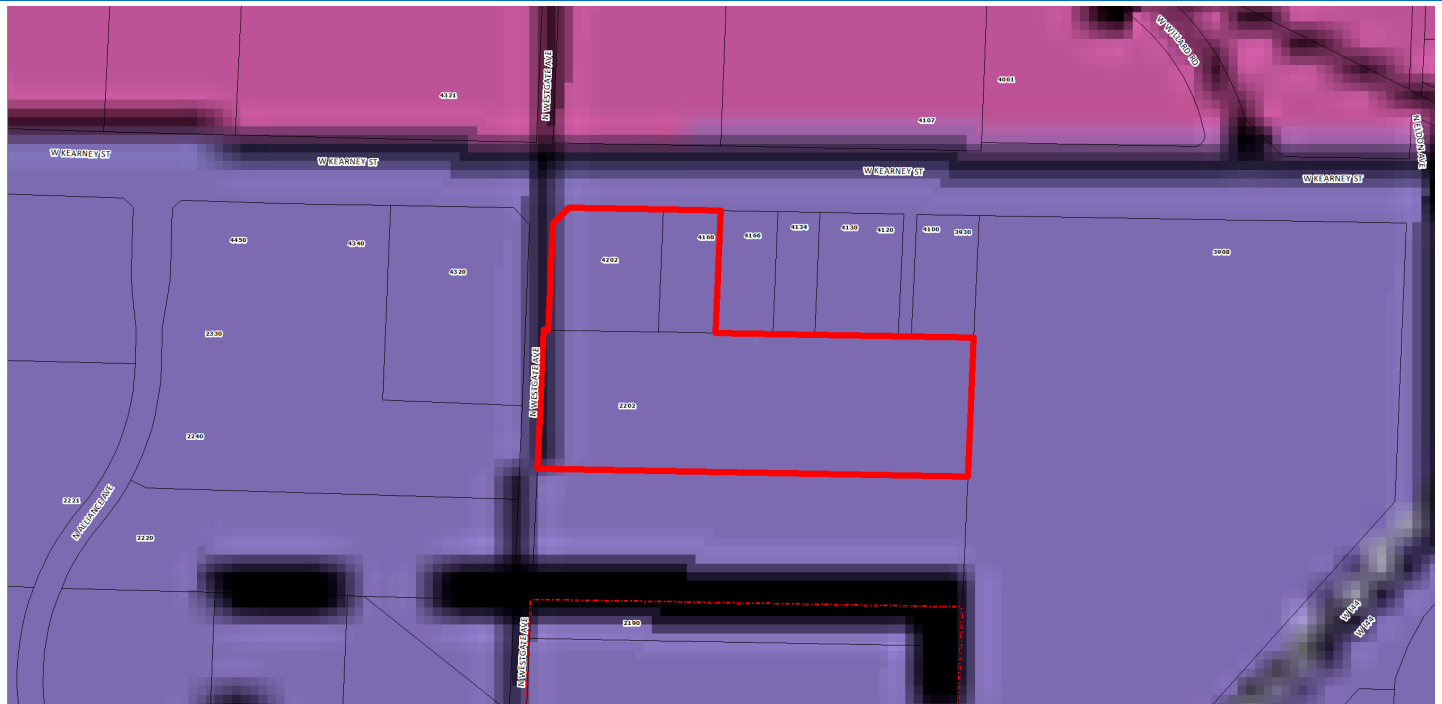
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was annexed into the City in 1967. The northwest portion of the property was previously platted in 1958 as part of the Ja's H. Millers Addition. This portion was also recently rezoned to General Manufacturing in 2018.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR GENERAL MANUFACTURING DISTRICT
Minimum Lot Size	None
Maximum Structure Height	None
Front Yard Setback	None, unless office, as principle use, athletic clubs, fitness centers, indoor sports facilities, and recording, television and radio studios.
Side and Rear Setbacks	None, unless office, as principle use, athletic clubs, fitness centers, indoor sports facilities, and recording, television and radio studios.
Street Classification	Kearney Street – Secondary Arterial Westgate Avenue – Secondary Arterial
Sidewalks (Per Sec.36-471)	There is no existing sidewalk along the property frontage of S. Westgate Avenue or W. Kearney Street. Sidewalk is required to be constructed along S. Westgate Avenue to current City Standards when the property develops.
Open Space Requirement	None, unless office, as principle use, athletic clubs, fitness centers, indoor sports facilities, and recording, television and radio studios.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for General Industrial, Transportation and Utilities. The subdivision divides the property in a way that will facilitate industrial development which is consistent with the comprehensive plan and current zoning district. The Major Thoroughfare Plan classifies Kearney Street as a Secondary Arterial and Westgate Avenue as a Secondary Arterial which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 17.23 acres into a two-lot industrial subdivision named "Westgate Subdivision" to facilitate development of the site.
2. The property is currently zoned GM, General Manufacturing District.
3. A large portion of Lot 1 is within the area of a sinkhole. The sinkhole area and a 25 feet buffer around the sinkhole perimeter will not be buildable area. The extent of the sinkhole and the buffer can be seen on the plat as a bold, dotted line.
4. All proposed lots meet the requirements of the City's Subdivision Regulations.
5. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

City Utilities

No issues with prelim plat. Elec/Gas/Water available to both lots from Kearney St.

Note: Future subdivision of Lot 1 is likely to require Gas/Water extensions along Westgate Ave.

Fire Department

No issues.

Public Works – Construction Inspection

If required, PW plans must be constructed and accepted prior to approval of the final plat. If allowed, a security (escrow) could be placed in lieu of construction of Public Improvements prior to approval of final plat. As applicable, any work on existing R/W, Easements, or Public Streets shall have a security (escrow) placed prior to any physical work or excavation in these areas.

Public Works - Traffic

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both S. Westgate Avenue and W. Kearney Street as Secondary Arterial roadways. The standard right-of-way width for S. Westgate Avenue and W. Kearney Street is 35-feet from the centerline. It appears additional right-of-way is needed along S. Westgate Avenue. There is no additional right of way needed along W. Kearney Street. A survey is recommended to determine the exact amount of existing right-of-way. S. Westgate Avenue is a city-maintained street and W. Kearney Street is a state-maintained street.

DRIVEWAY ACCESS

There is currently no driveway access point onto the property from S. Westgate Avenue or W. Kearney Street. There is a 26-foot access easement through the property to the north that can access Kearney Street. Access will be allowed to the property from Westgate Avenue based on existing City of Springfield standards for a Secondary Arterial. Any additional access to W. Kearney Street must be approved by MoDOT.

SIDEWALK

There is no existing sidewalk along the property frontage of S. Westgate Avenue or W. Kearney Street. Sidewalk is required to be constructed along S. Westgate Avenue to current City Standards when the property develops.

IMPROVEMENTS

None required. A Traffic Impact Study was not required.

TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline	Required Street ROW From Centerline
				(ft)	(ft)
Street 1	S. Westgate Avenue	Secondary Arterial	No	20	35
Street 2	W. Kearney Street	Secondary Arterial	No	130	35

Public Works - Stormwater

Stormwater has no issues with the preliminary plat as shown.

The property is in the Rainer Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed, and detention is required. Water quality will be required if disturbing more than one acre. The property is not located in a stream buffer area.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 1 acre or greater, water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Rainer Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No – but is in a sinkhole watershed
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

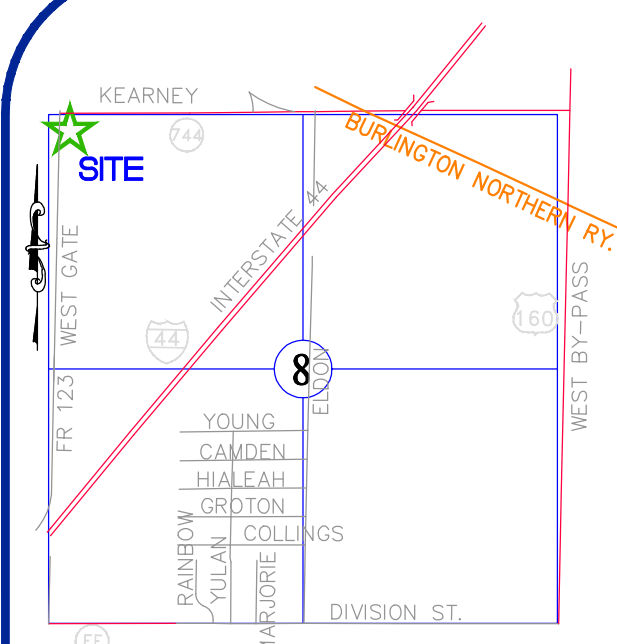
1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill

WESTGATE SUBDIVISION

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 29 NORTH, RANGE 22 WEST,
IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
PRELIMINARY PLAT

ATTACHMENT 3



LOCATION SKETCH

SEC. 8, T-29-N, R-22-W
SCALE: 1"=2000'

UTILITY NOTE:

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATE NUMBER 18253341.

SURVEYORS NOTE:

WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION, NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 2807703262, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 12, 2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS.

LEGEND OF SYMBOLS AND ABBREVIATIONS

- INTERVAL ANGLE # (SEE TABLE)
- SS — SANITARY SEWER LINE
- E — OVERHEAD ELECTRIC
- G — GAS LINE
- W — WATER LINE
- UT — UNDERGROUND TELEPHONE
- UE — UNDERGROUND ELECTRIC
- F — FENCE LINE
- HP — FIRE HYDRANT
- LP — LIGHT POLE
- P.O.C. — POINT OF COMMENCEMENT
- LINE LABELS
- MEASURED 100' M
- DEED 100' D
- RECORD 100' R
- WV — WATER VALVE
- CV — GAS VALVE
- WM — WATER METER
- TR — TELEPHONE RISER
- ER — ELECTRIC RISER
- RD — ROOF DRAIN
- TRANS — TRANSFORMER PAD
- MM — SANITARY MANHOLE
- RWM — RIGHT-OF-WAY MARKER
- FP — FOUND IRON PIN
- OP — SET IRON PIN
- P.O.B. — POINT OF BEGINNING
- GL — GROUND LIGHT
- PM — PERMANENT MONUMENT
- SET PM
- KEY NOTES

PREPARED BY

KEVIN L. LAMBETH, PLS
ANDERSON ENGINEERING, INC.
2045 N. WOODLAND
SPRINGFIELD, MO. 65807

OWNER

ARMA DEVELOPMENT LLC
8932 E. RIVERVIEW DRIVE
ROGERSVILLE, MO. 65742

DEVELOPER

RICH KRAMER
789 N. MILLER AVENUE
ROGERSVILLE, MO. 65802

NOTES

LOT SIZE
SMALLEST — LOT 2 = 88,447± SQ. FT.
LARGEST — LOT 1 = 655,871± SQ. FT.
TOTAL SQUARE FOOTAGE OF DEVELOPMENT = 750,690± SQ. FT.
TOTAL ACREAGE OF DEVELOPMENT = 17.23± ACRES
TOTAL NUMBER OF LOTS = 2

DATE OF PRELIMINARY PLAT APPROVAL =
DATE OF FINAL PLAT SUBMITTAL =
KEARNEY ST. AND WESTGATE ARE CLASSIFIED AS A SECONDARY ARTERIAL
METERS TO U.S. FEET CONVERSION 3.28083333 "GRID".

MAINTENANCE OF ANY AREA REFERRED TO AS DRAINAGE EASEMENT OR DRAINAGE DETENTION IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

INSTALLATION OF IRON PINS ON ALL LOT CORNERS WILL BE COMPLETED UPON COMPLETION OF UTILITIES INSTALLATIONS.

THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDING IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUN-OFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUN-OFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.

NOT ALL OF LOT 1 CAN BE SERVED BY THE GRAVITY SEWER ALONG KEARNEY STREET. PRIVATE PUMPING WILL BE REQUIRED FOR ANY AREAS THAT CANNOT BE SERVED BY GRAVITY.

NOTES

THE SINKHOLE RELATED NON-BUILDABLE AREAS SHOWN ON THIS PLAN HAVE BEEN DETERMINED BASED ON THE STUDY AND RECOMMENDATION OF A PROFESSIONAL ENGINEER OR GEOLOGIST. HOWEVER, APPROVAL OF THIS PLAN IS NOT TO BE INTERPRETED AS ANY GUARANTEE THAT FUTURE SINKHOLE ACTIVITY WILL NOT OCCUR DUE TO EITHER NATURAL OR HUMAN ACTIVITIES.

ANY SINKHOLE-RELATED NON-BUILDABLE AREA IDENTIFIED HERE HAS BEEN DETERMINED TO BE UNSUITABLE FOR SOIL BEARING FOUNDATION, AND THE ENTIRE STRUCTURE OF ANY BUILDING (INCLUDING THE FLOOR SYSTEM) CONSTRUCTED THEREIN MUST BE FOUND ON SOLID ROCK, OR AS DETERMINED BY THE DIRECT OF BUILDING DEVELOPMENT SERVICES.

THE LOWEST ENCLOSED SPACE OF ANY STRUCTURE WITHIN OR ADJACENT TO A SINKHOLE FLOODING AREA SHALL BE A MINIMUM OF FIVE (5) FEET ABOVE THE FLOODING ELEVATION WHERE THERE IS NO OVERFLOW FROM THE SINKHOLE FROM THE CRITICAL FLOOD EVENT, OR ONE FOOT ABOVE THE FLOODING ELEVATION DETERMINED BY THE OVERFLOW ELEVATION CALCULATED FOR THE CRITICAL FLOOD EVENT, WHICHEVER THE DIFFERENCE BETWEEN THE TOPOGRAPHIC RIM AND FLOODING ELEVATION IS LESS THAN (5) FEET.

WATER QUALITY MEASURES MUST BE PROVIDED IN ACCORDANCE WITH CHAPTER 10, SECTION 2.5 OF THE FLOOD CONTROL AND WATER QUALITY PROTECTION MANUAL DATED DECEMBER 2017.

AREA OF LOT 1 IN JOINT DISTRICT 42 OF SECTION 18 (176,030 SQ. FT.) AND JOINT DISTRICT 42 OF SECTION 18 (176,030 SQ. FT.)

SURVEY DESCRIPTION

ALL OF LOTS 1-4 AND THE WEST ONE HALF OF LOT 5 OF JAMES H. MILLERS ADDITION TO GREENE COUNTY, MISSOURI IN PLAT BOOK S AT PAGE 9 AND ALSO A TRACT OF LAND DESCRIBED IN BOOK 2017, PAGE 17098-17, ALL LYING IN THE NORTHWEST QUARTER OF SAID SECTION 8 AND BEING MORE PARTICULARLY DESCRIBED AS:

ALL COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 29 NORTH, RANGE 22 WEST THENCE SOUTH 02°25'52" WEST, 131.41 FEET; THENCE SOUTH 89°01'07" EAST, 90.79 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY "OO"; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 89°01'07" EAST, 461.50 FEET; THENCE SOUTH 02°26'01" WEST 375.00 FEET; THENCE SOUTH 88°57'52" EAST, 791.46 FEET; THENCE SOUTH 02°30'28" WEST, 425.05 FEET; THENCE NORTH 88°57'18" WEST, 1320.07 FEET TO THE EAST RIGHT OF WAY OF WEST GATE AVENUE; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°47'51" EAST, 424.82 FEET; THENCE SOUTH 88°59'04" EAST, 15.01 FEET; THENCE NORTH 02°25'52" EAST, 325.00 FEET; THENCE NORTH 46°56'20" EAST, 71.29 FEET TO THE POINT OF BEGINNING. ALL IN GREENE COUNTY, MISSOURI CONTAINING 17.23 ACRES, MORE OR LESS.

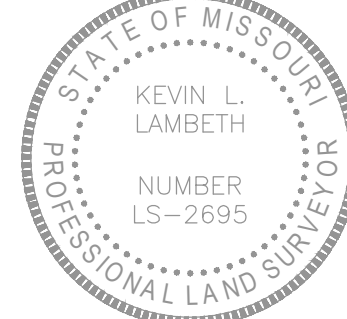
SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, KEVIN L. LAMBETH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, PREPARED BY ANDERSON ENGINEERING, INC. DATED NOVEMBER 17, 2017 AND SIGNED BY KEVIN L. LAMBETH, PLS NO. 2695 AND THAT THE MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE SUPERVISION OF KEVIN L. LAMBETH, PLS NO. 2695 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE II, CHAPTER 36, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. DATE OF LAST REVISION AUGUST 05, 2020.

ANDERSON ENGINEERING, INC. LC 62 BY:

KEVIN L. LAMBETH, PLS NO. 2695



8-05-2020
DATE PREPARED

EXECUTION AND DEDICATION OF PLAT

SAID LAND HAS BEEN SUBDIVIDED AS SHOWN, RIGHTS-OF-WAY, LIMITS OF NO ACCESS AND UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC AS SHOWN HEREON. IN WITNESS WHEREOF,

_____, AUTHORIZED REPRESENTATIVE OF _____
_____, WE ARE THE SOLE OWNERS OF THE PROPERTY SHOWN
HEREON HAVE HEREUNTO SET MY HAND, THIS ____ DAY OF _____, 20____.

DATE OF EXECUTION

DATE OF EXECUTION

ACKNOWLEDGMENT

STATE OF MISSOURI)

) SS

COUNTY OF GREENE)

ON THIS ____ DAY OF _____, IN THE YEAR 20____, BEFORE ME,
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ TO ME

PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE
_____, OF _____, A LIMITED LIABILITY

COMPANY OF THE STATE OF _____ AND THAT SAID DOCUMENT WAS SIGNED IN BEHALF OF
SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS _____ AND SAID
ACKNOWLEDGED SAID DOCUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY AND
ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

NOTARY PUBLIC: _____

PRINT NAME: _____

"NOTARY SEAL"

ACKNOWLEDGMENT

STATE OF MISSOURI)

) SS

COUNTY OF GREENE)

ON THIS ____ DAY OF _____, IN THE YEAR 20____, BEFORE ME,
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____ TO ME

PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE
_____, OF _____, A LIMITED LIABILITY

COMPANY OF THE STATE OF _____ AND THAT SAID DOCUMENT WAS SIGNED IN BEHALF OF
SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS _____ AND SAID
ACKNOWLEDGED SAID DOCUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY AND
ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

NOTARY PUBLIC: _____

PRINT NAME: _____

"NOTARY SEAL"

EXECUTION AND DEDICATION OF PLAT

SAID LAND HAS BEEN SUBDIVIDED AS SHOWN, RIGHTS-OF-WAY, LIMITS OF NO ACCESS AND UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC AS SHOWN HEREON. IN WITNESS WHEREOF,

_____, AUTHORIZED REPRESENTATIVE OF _____
_____, WE ARE THE SOLE OWNERS OF THE PROPERTY SHOWN
HEREON HAVE HEREUNTO SET MY HAND, THIS ____ DAY OF _____, 20____.

DATE OF EXECUTION

DATE OF EXECUTION

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, ANITA COTTER, CITY CLERK OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THIS PLAT OF WESTGATE SUBDIVISION WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE COUNCIL OF SAID CITY OF SPRINGFIELD AND APPROVED BY SPECIAL ORDINANCE NO. _____ ON THE ____ DAY OF _____, 20____.

ANITA J. COTTER, CITY CLERK

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION

APPROVED THE ____ DAY OF _____, 20____, BY THE PLANNING AND ZONING COMMISSION OF SPRINGFIELD, MISSOURI.

MARY LILLY SMITH, DIRECTOR OF PLANNING AND DEVELOPMENT

COA #000062



FIELD: CB
DRAWN: BAC
CHECKED: KLL

DATE: 12-26-2019
FIELD BK:
JOB NO: 19SP10240

WB 111-463
SHT. 1 OF 1 REV. _____

2045 N. WOODLAND
SPRINGFIELD, MISSOURI 65807
PHONE (417) 866-2741
FAX (417) 866-2778