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
February 22, 2021 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. FEBRUARY 8, 2021 CITY COUNCIL MEETING AND FEBRUARY 9, 2021 AND FEBRUARY 16, 2021 SPECIAL CITY COUNCIL MEETINGS.**

   Documents:

   02-08-21.PDF
   02-09-21 SPECIAL CITY COUNCIL MEETING.PDF
   02-16-21 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, FEBRUARY 19, 2021.**

4. **CEREMONIAL MATTERS. Citizens May Speak. May Be Voted On.**

5. **Council Bill 2021-039 (Council)**

   A resolution recognizing the retirement of Director of Public Health and Welfare, Clay Goddard.

   Documents:

   2021-039.PDF

6. **CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR REPORT, CITY UTILITIES REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**

7. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**

8. **Council Bill 2021-031 (Simpson)**

   A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.27 acres of property generally located at 2832 East Sunshine Street from R-SF, Single-Family Residential, to O-1, Office District; establishing Conditional Overlay District No. 194; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: 2832 E. Sunshine Street, LLC; 2832 East Sunshine Street; Z-2-2021 w/COD #194.)

   Documents:

   2021-031.PDF

9. **Council Bill 2021-032 (Lear)**

   A special ordinance authorizing the issuance of not to exceed $15,010,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021 of the City of Springfield, Missouri, for the purpose of extending and improving the City's sewerage system; amending the Fiscal Year 2020-2021 budget of the City in the amount of $15,010,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

   Documents:

   2021-032.PDF

10. **Council Bill 2021-033 (Schilling)**

    A special ordinance authorizing the City Manager, or designee, to execute a Preliminary Funding Agreement between the City of Springfield,

Missouri, and West Sunshine Development, LLC; and amending the budget for Fiscal Year 2020-2021 in the amount of $50,000 for the purpose of funding the preparation and review of a redevelopment plan and redevelopment agreement in accordance with the provisions of the Real Property Tax Increment Allocation Redevelopment Act.

Documents:

2021-033.PDF

11. **Council Bill 2021-034 (Hosmer)**

A general ordinance adopting a new fee and amending the Fee Schedule for certain City services as provided in the Springfield City Code, by establishing a Coronavirus Test Processing Fee.

Documents:

2021-034.PDF

12. **Council Bill 2021-035 (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to enter into Modification No. 1 to Contract # 2020-1061 between the City of Springfield and the School District of Springfield R-12 modifying the shared costs of the third-party vendor which operates the school crossing guard program inside the city limits of Springfield.

Documents:

2021-035.PDF

13. **Council Bill 2021-036 (Hosmer, McClure, Fisk, Ferguson, Schilling, And McGull)**

A special ordinance amending the General Fund budget for the City of Springfield, Missouri, for Fiscal Year 2020-2021, by appropriating a portion of the Fiscal Year 2019-2020 carryover funds and increasing expenses in the amount of $120,000 for laboratory testing costs of Sexual Assault Forensic Evidence kits.

Documents:

2021-036.PDF

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

15. **Council Bill 2021-040 (Ollis)**

A resolution authorizing the City Manager, or his designee, to apply for a State Revolving Fund loan of up to $5,000,000 from the Missouri

Department of Natural Resources for the purpose of funding wastewater infrastructure projects required by the Amended Consent Judgment and approved Overflow Control Plan. (Staff recommends approval.)

Documents:

2021-040.PDF

16. **Council Bill 2021-041 (Schilling)**

A resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of $1,416 to support the fabrication and installation of neighborhood identification signs for the Mark Twain Neighborhood Association (Zone 3).

Documents:

2021-041.PDF

17. **Council Bill 2021-042 (Lear)**

A resolution authorizing the City Manager, or his designee, to apply for a grant from the Missouri Department of Transportation in the amount of $90,000 for the purpose of developing a shareable "Implementation Toolbox" of the City's "SGF Yields" program for use by other communities.

Documents:

2021-042.PDF

18. **Council Bill 2021-043 (Council)**

A resolution adopting the City of Springfield's City Council Priorities.

Documents:

2021-043.PDF

19. **EMERGENCY BILLS.**

20. **PUBLIC IMPROVEMENTS.**

21. **GRANTS.**

22. **AMENDED BILLS.**

23. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

25. **Council Bill 2021-044 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with ShotSpotter Inc. for the implementation of the

into a contract with ShotSpotter Inc., for the implementation of the ShotSpotter Respond gunfire detection system.

Documents:

2021-044.PDF

26. **Council Bill 2021-048 (Ollis And Ferguson)**

A special ordinance authorizing the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with SGF Sports, LLC, for certain public improvements and incentives to facilitate the development of a Private Athletic Complex in an amount not to exceed a total of $2,100,000; and adjusting the budget of the Public Works Department for Fiscal Year 2020-2021 in the amount of $2,100,000.

Documents:

2021-048.PDF

27. **Council Bill 2021-045 (Ollis)**

A general ordinance declaring the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2023, and establishing deadlines for City staff to meet with stakeholders and present a report to City Council regarding stakeholder input and staff recommendations; and repealing Section 3 of General Ordinance 6564.

Documents:

2021-045.PDF

28. **Council Bill 2021-045 Substitute 1 (Lear, Hosmer And Schilling)**

A general ordinance amending Chapter 36, Article XIII of the Springfield City Code, known as the Land Development Code, by repealing Article XIII, 'Residential Building Code,' in its entirety, and enacting in lieu thereof a new Article XIII, 'Residential Building Code' to become effective April 1, 2022; and repealing Section 3 of General Ordinance 6564.

Documents:

2021-045 S1.PDF

29. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

Al Acosta wishes to address City Council.

30. **NEW BUSINESS.**

Confirm the following appointment to the Industrial Development Authority: Brandon Jenson with term to expire October 31, 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.

31. **UNFINISHED BUSINESS.**

32. **MISCELLANEOUS.**

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

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

35. **Council Bill 2021-046 (Ferguson)**

    A resolution confirming the appointment of Cindy Ussery to the Commercial Street Community Improvement District Board of Directors. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)

    Documents:

    2021-046.PDF

36. **Council Bill 2021-047 (Simpson)**

    A resolution confirming the reappointments of Bob Jakubeck, Stephanie Stenger, and Stuart Stenger to the Board of Directors of the James River Commons Community Improvement District. (Staff recommends approval.)

    Documents:

    2021-047.PDF

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

38. **Council Bill 2021-037 (Schilling)**

    A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Kansas at Grand Phase II, generally located at 1720 West Grand 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: College of the Ozarks; 1720 West Grand Street; Preliminary Plat at Grand Phase 2.)

    Documents:

    2021-037.PDF

39. **Council Bill 2021-038 (Simpson)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Mercy Fremont Acres, generally located at 4431 South Fremont Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: Mercy Health Springfield Communities; 4431 South Fremont Avenue; Preliminary Plat of Mercy Fremont Acres.)

Documents:

2021-038.PDF

40. **END OF CONSENT AGENDA.**

41. **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.

February 8, 2021
Springfield, Missouri

The City Council met in regular session February 8, 2021 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. Mike Schilling, Phyllis Ferguson, Jan Fisk*, Craig Hosmer, Richard Ollis*, Andrew Lear, Abe McGull, Matthew Simpson, and Ken McClure. Absent. None.

*Member attending via videoconference.

Minutes

The minutes of January 25, 2021 City Council meeting and January 26, 2021 Special City Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Manager Report

Jason Gage, City Manager, noted City staff is working on providing responses to questions posed at the last meeting. Mr. Gage further noted Paul Williams, Police Chief, has provided information regarding the Police Department's sworn police officer strength as of January 31, 2021.

Mr. Gage noted the City is partnering with the community to celebrate Black History Month. He further noted a couple of virtual events were held this past Friday and Saturday, which are available for viewing on the City's website. Mr. Gage added Dr. LaGarrett King, who is an Associate Professor at the University of Missouri-Columbia, presented a workshop entitled Rethinking Black History Month. He noted Timmons Hall premiered a play called The Assignment, which featured Emmy-award-winner Dr. Carmaletta Williams. Mr. Gage noted additional educational materials will be added throughout the month of February on the City's Facebook page regarding Black History Month.

Mr. Gage commended the Springfield-Greene County Health Department, Office of Emergency Management, Jordan Valley Community Health Center, Missouri National Guard, State of Missouri, Ozarks Technical Community College, and all of the many volunteers who assisted with this past Friday's COVID-19 vaccination clinic at the Ozark Empire Fairgrounds. He also recognized Mercy and CoxHealth who help consolidate their waiting lists to help prioritize high risk individuals for receiving their vaccine per the COVID-19 vaccination plan.

Mr. Gage noted City staff is assisting Houseal Lavigne, who is the Forward SGF Consultants, with a subarea plan for the downtown area. He further noted a Downtown Advisory Team has conducted their first meeting to discuss a next level vision and strategic plan to guide implementation. Mr. Gage noted public input will be needed in the upcoming months.

DRAFT

Mr. Gage noted the City will be hosting a virtual public event on February 9, 2021 from 5:30-7:30 p.m. regarding the Grant Avenue Parkway corridor. He further noted a virtual neighborhood meeting would also be held on February 23, 2021 at 7:00 p.m. to learn more about future development and land use for the Grant Avenue Parkway corridor.

Mr. Gage noted the Fire Department recently installed six smoke detectors specially designed with a high intensity flashing strobe for deaf and hard of hearing individuals in case of a fire. He commended the Lennie Cloud Fund for the Hearing Impaired, which is managed by the Community Foundation of the Ozarks, for providing the specialty smoke alarms through grant funds.

Mayor McClure encouraged those interested to please attend the upcoming virtual public events regarding the Grant Avenue Parkway corridor.

Public Health Director Report

Clay Goddard, Springfield-Greene County Health Director, gave a COVID-19 updated. Mr. Goddard noted COVID-19 positive cases continue to decline, which is a positive sign as individuals receive vaccines. He further noted the 7-day rolling average regarding positive cases is approximately 85 cases a day as opposed to two weeks ago at 114 cases a day.

Mr. Goddard noted we are still experiencing a COVID-19 pandemic. He further noted the first variant United Kingdom strain of COVID-19 was detected in Marion County, Missouri over the past weekend, which is very contagious. Mr. Goddard encouraged everyone to remain vigilant by practicing social distancing at least 6 feet apart, handwashing and sanitizing, and wearing a mask until additional vaccines become available for further immunizing individuals. He noted COVID-19 vaccines are coming slowly to the region, which will take some time for individuals to be immunized. Mr. Goddard asked everyone for their patience. He further noted there are still some unknows about the vaccine, such as whether immunized individuals can still spread COVID-19 to close contacts.

Mr. Goddard also recognized the Springfield-Greene County Health Department, Office of Emergency Management, Jordan Valley Community Health Center, Missouri National Guard, State of Missouri, Ozarks Technical Community College, and all of the many volunteers, other departments, entities and organizations, as well as Mercy and CoxHealth, for their efforts regarding Friday's COVID-19 vaccination clinic held at the Ozarks Empire Fairgrounds. He also recognized the Jordan Valley Health Center for conducting a shot clinic at their new facility located at Kansas Expressway and Grand held this past Friday. Mr. Goddard noted approximately 600 individuals received their second COVID-19 vaccine. He further noted CoxHealth and Mercy continue to receive COVID-19 vaccines to help assist with immunization efforts.

DRAFT

Mr. Goddard noted the Health Department launched efforts to encourage the community through the Finish Strong pledge to have at least a 70% commit to staying vigilant and pledging to get the COVID-19 vaccine when it becomes available. He further noted the Finish Strong pledge, as well as additional information, is available via health.springfieldmo.gov/finishstrong or if anyone would like additional information about receiving COVID-19 updates, to please contact the Health Department at 417-874-1211. Mr. Goddard added currently approximately 3.3% of Greene County residents have received both vaccine dosages. He noted for those individuals within a high-risk category, they should contact their healthcare provider regarding the COVID-19 vaccine for availability.

Mr. Goddard noted Mayor Pro Tem Ferguson previously inquired if pain relievers were permissible to utilize before receiving the COVID-19 vaccines. He further noted based upon discussions with physicians, there could be some immune response to individuals. Mr. Goddard added taking pain relievers, such as ibuprofen or acetaminophen, should be avoided if possible before receiving the COVID-19 vaccines. He noted individuals should consult with their physician for guidance about taking any medications prior to being immunized.

Mayor McClure expressed his appreciation to Mr. Goddard and the Health Department, as well as everyone who participated in last Friday's vaccine clinics. He asked for clarification regarding the variant United Kingdom strain recently detected in Marion County, Missouri. Mr. Goddard noted this variant strain is concerning due to it being more infectious and contagious. He encouraged everyone to get immunized with the COVID-19 vaccines to help prevent the spread. Mr. Goddard reiterated everyone should remain vigilant by practicing social distancing at least 6 feet apart, handwashing and sanitizing, and wearing a mask until additional vaccines become available for further immunizing individuals.

Councilman Simpson also expressed his appreciation to Mr. Goddard and the Health Department, as well as everyone who participated in last Friday's vaccine clinics. He asked for clarification whether available vaccines would become more readily available for immunizing individuals in the next few weeks. Mr. Goddard noted more COVID-19 vaccines are slowly arriving within the community for distribution. He expressed his belief by March or April more vaccine supplies will become available for distribution. Councilman Simpson asked for clarification regarding the state's recent vaccine navigator dashboard, and if it would be integrated with the Health Department's dashboard information. Mr. Goddard noted the state has released a vaccine navigator dashboard. He further noted the Health Department would need to discuss this with other local healthcare providers. Mr. Goddard added the Health Department would continue to currently maintain a local vaccine dashboard. Councilman Simpson asked for clarification regarding the contact information for businesses or entities who need information about vaccinating their employees. Mr. Goddard noted business or entities should contact the Health Department at 417-874-1211 for COVID-19 information.

DRAFT

Councilman McGull asked for clarification whether individuals should delay other immunizations, such as shingles vaccines, until they have received their COVID-19 vaccinations. Mr. Goddard noted he would need to consult with the Dr. Nancy Yoon, Health Department's Chief Medical Officer, and would provide information to the City Council.

Councilman Hosmer asked for clarification regarding the percentage of individuals in Greene County who have been currently been immunized with the COVID-19 vaccines. Mr. Goddard reiterated approximately 3.3% of Greene County residents have received their two shots for immunization. He further noted approximately 7.2% of Greene County residents have received one shot for immunization. Mr. Goddard noted there are far more individuals who are eligible to receive the vaccine, who have not yet been immunized. Councilman Hosmer asked for clarification regarding the eligibility age for receiving the vaccine. Mr. Goddard noted individuals should be at least 18 years or older currently to be immunized with the COVID-19 vaccines.

Mayor McClure thanked Mr. Gage and Mr. Goddard for tonight's updates.

The following bills appeared on the agenda under Second Reading.

Amending Building Trades Examination and Certification Board

Sponsor: Ollis. Amended Council Bill 2021-011.

A general ordinance amending Springfield City Code, Chapter 36, 'Land Development Code,' Article IV. – 'Building Trades Examination and Certification Board,' Division 6. – 'Fees and Licenses,' Sections 36-544(b) and 36-545(a) to shorten the renewal period for trade certifications, registrations, and licenses from six months to three months.

Mayor McClure noted Council Bill 2021-011 was amended on January 25, 2021 and is being held over for public comment on the amendment only.

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

Amended Council Bill 2021-011. General Ordinance 6637 was approved by the following vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, and McClure. Nays: None. Absent: None. Abstain: None.

Bid for the Sidewalk Connection to Galloway Trail Project – Greenwood Street to Lone Pine Avenue

Sponsor: Simpson. Amended Council Bill 2021-018.

A special ordinance approving the plans and specifications for the Sidewalk Connection to Galloway Trail project – Greenwood Street to Lone Pine Avenue; accepting the bid of D&E Plumbing & Heating, LLC, in the amount of $163,051.90 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

DRAFT

Mayor McClure noted Council Bill 2021-018 was amended on January 25, 2021 and is being held over for public comment on the amendment only.

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

Amended Council Bill 2021-018. Special Ordinance 27463 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

Amending Bylaws – Airport Board

Sponsor: Fisk. Council Bill 2021-027.

A special ordinance amending the bylaws of the Airport Board of the City of Springfield, Missouri.

Council Bill 2021-027. Special Ordinance 27464 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

Amending Salary Ordinance – Building Development Services

Sponsor: Lear. Council Bill 2021-028.

A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' to add three full-time-equivalent positions in the Department of Building Development Services; and amending the Fiscal Year 2020-2021 budget of the Department of Building Development Services to reallocate funds for the addition of said positions and adjust the number of authorized employee positions.

Mayor Pro Tem Ferguson expressed her support for the proposed. She noted Dwayne Shmel, Building Development Services Director, attended a driving tour with her last week to review building code issues, such as nuisances, in Zone 1. Mayor Pro Tem Ferguson further noted the proposed is a first step in assisting City staff with enforcing the City's codes regulations, especially nuisance properties.

Council Bill 2021-028. General Ordinance 6638 was approved by the following vote: Ayes: McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: None. Abstain: None.

Salary Negotiations Settlement with IAFF Local 152

Sponsor: Ollis. Council Bill 2021-029.

A special ordinance amending the General Fund budget for the City of Springfield, Missouri, for Fiscal Year 2020-2021, by appropriating a portion of the Fiscal Year 2018-2020 carryover funds and increasing expenses in the amount of $441,071 for costs associated with the settlement of Fiscal Year 2019-2020 salary negotiations with the International Association of Fire Fighters Local 152 bargaining unit.

Council Bill 2021-029. Special Ordinance 27465 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

DRAFT

The following bill appeared on the agenda under Resolutions.

2021 Capital Improvements Program

Sponsor: Ollis. Council Bill 2021-030.

A resolution adopting the 2021 Capital Improvements Program for the purpose of providing a schedule of public improvements for 2021 through 2026. (Planning and Zoning Commission and Staff recommend approval.)

Randall Whitman, Planning and Development Principal Planner, provided an overview of the proposed. Mr. Whitman noted the Capital Improvements Program (CIP) outlines the City's capital expenditures for the upcoming year and those expenditures that are forecasted for the subsequent five years. He further noted for a project to be eligible as a CIP, a project should have a value of at least $100,000.00 and must have a useful life of at least 6 years. Mr. Whitman added projects must also have a funding source identified, such as from sales taxes, level property taxes, or grant funds, etc. He noted the proposed includes 128 projects or programs with an estimated cost of approximately $114,047,705.00 for recommended funding in 2021. Mr. Whitman further noted there are 157 projects or programs that are recommended to be undertaken between the years 2022 to 2026 with an estimated cost of approximately $456,474,311.00. He added not all projects included within the CIP are guaranteed for implementation. Mr. Whitman noted regarding completed CIP projects for 2020, there were 29 projects or programs with a cost of approximately $83,742,673.00.

Mayor McClure asked for clarification whether all the projects listed in the CIP would be implemented. Mr. Whitman reiterated not all projects listed in the CIP are guaranteed for implementation depending upon the City's annual needs and priorities, which are updated or modified as needed.

Councilman Simpson asked for clarification whether the ¼ CIP sales tax renewal for a 20-year period approved by voters in 2019 has helped City staff with better long-term planning for CIP projects. Mr. Whitman noted City staff from various departments conduct meeting discussions to keep updated on the CIP projects, as well as for long-term planning needs.

Councilman Ollis asked for clarification whether City staff reviews City Council priorities, such as quality of place for walkability, when determining the CIP project list. Mr. Whitman noted there is information contained within the proposed regarding walkability, bicycle, and safety improvements. He reiterated City staff from various departments conducts meeting discussions to keep updated on the CIP projects, which can be updated or modified as needed depending upon the City's annual needs and priorities. Councilman Ollis expressed his belief the City should be more proactive and competitive regarding CIP projects, since the City is below what other communities are doing, such as Kansas City and St. Louis. He noted he would like the topic of the City's CIP to be a future luncheon topic for further review.

DRAFT

Mayor Pro Tem Ferguson expressed her appreciation regarding the Kearney Street and West-By-Pass improvements. She asked for clarification regarding the proposed construction start date for the upcoming Fire Station No. 13 on College Street. Collin Quigley, Co-Deputy City Manager, noted the proposed start date for construction of the upcoming Fire Station No. 13 on College Street in approximately 2023. Mayor Pro Tem Ferguson asked for clarification regarding the stormwater improvements on Grant Street near Norton Road. Mr. Quigley noted a detailed presentation would be conducted at an upcoming City Council Lunch, which would include a review and discussion about various CIP project updates with the City Council.

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

Council Bill 2021-030. Resolution 10549 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

The following bills appeared on the agenda under Council Bills for Public Hearing.

Rezoning at 2832 East Sunshine Street

Sponsor: Simpson. Council Bill 2021-031.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.27 acres of property generally located at 2832 East Sunshine Street from R-SF, Single-Family Residential, to O-1, Office District; establishing Conditional Overlay District No. 194; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: 2832 E. Sunshine Street, LLC; 2832 East Sunshine Street; Z-2-2021 w/COD #194.)

Mary Lilly Smith, Planning and Development Director, provided an overview of the proposed. Ms. Smith noted the proposed O-1 Office District and Conditional Overlay District (COD) are adequate for mitigating potential impacts to the adjoining properties. She further noted the O-1 District requires a 45-degree bulk plane measured from the boundary of any Single-Family Residential (R-SF) zoning to the south. Ms. Smith added the subject property would qualify for the shallow lot exemption, which would reduce the bufferyard; however, the COD prohibits the use of this exemption and the standard bufferyard type C will be required along the south property line adjacent to the R-SF zoning.

DRAFT

Councilman Simpson asked for clarification whether the proposed would have any impact upon the restrictive covenants currently in place for the property. Ms. Smith noted the proposed does not impact the restrictive covenants; however, the restrictive covenants are a private matter between the property owners.

Councilman Lear asked for clarification whether all the trees were cut down on the property in question. Ms. Smith answered affirmatively and noted the trees were cut down and the tree stumps remain on the property in question. She further noted the property owner was not required by the City to obtain a land disturbance permit before the trees were cut. Ms. Smith added with the proposed COD, a standard bufferyard type C with landscaping will be required along the property line adjacent to the R-SF zoning. She noted a type C bufferyard requires a minimum of 15 feet wide with 1 canopy tree, 2 understory trees, 2 evergreen trees and 10 shrubs per 100 linear feet. Ms. Smith added landscaping will also be required in the parking lot area. Councilman Lear asked for clarification regarding the property requirement for a land disturbance permit. Ms. Smith expressed her belief a land disturbance permit is required for property over 1 acre; however, this would not apply if trees are only cut as opposed to being bulldozed down. Councilman Lear expressed his belief the issues of cutting trees within the city limits and land disturbance permits should be reviewed with City staff. Ms. Smith suggested a tree preservation ordinance may be needed.

Councilman Hosmer asked for clarification regarding the restrictive covenant for the property in question. Ms. Smith expressed she do not know what the restrictive covenants are for the property in question. She reiterated the restrictive covenants are a private matter between the property owners, which the City does not enforce. Councilman Hosmer asked for clarification regarding the trees being cut as opposed to being bulldozed down. Ms. Smith reiterated since the trees were cut as opposed to being bulldozed, a land disturbance permit was not required. She noted the City does not have a tree preservation ordinance, but one could be discussed if City Council would like to do so. Councilman Hosmer asked for clarification if other jurisdictions have tree preservation ordinances. Ms. Smith noted City staff would compile information for City Council's review. Councilman Hosmer expressed his support for reviewing a possible tree preservation ordinance.

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

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

Special Obligation Bonds Series 2021 – Sewerage System

Sponsor: Lear. Council Bill 2021-032.

A special ordinance authorizing the issuance of not to exceed $15,010,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021 of the City of Springfield, Missouri, for the purpose of extending and improving the City's sewerage system; amending the Fiscal Year 2020-2021 budget of the City in the amount of $15,010,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

DRAFT

Ron Petering, Public Works Assistant Director, provided an overview of the proposed. Mr. Petering noted the City has been awarded a State Revolving Fund loan from the Missouri Department of Natural Resources. He further noted the loan will help provide the City with a source of low-interest funds to complete several projects that were identified in the Overflow Control Plan, which was approved by City Council per Special Ordinance 26494 on December 15, 2014. Mr. Petering added the loan will be repaid through the City's collection of sewer rate fees. He noted the projects to be completed with these funds will include the Group 5 Public Sewer Rehabilitation Project, which was previously approved by the City Council, and future projects, such as Municipal grouting. Mr. Petering further noted these projects will enhance the City's wastewater collection system to further minimize capacity-related sewer overflows that occur due to heavy rains.

David Holtmann, Finance Director, was also available to respond to any 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.

Preliminary Funding Agreement with West Sunshine Development, LLC.

Sponsor: Schilling. Council Bill 2021-033.

A special ordinance authorizing the City Manager, or designee, to execute a Preliminary Funding Agreement between the City of Springfield, Missouri, and West Sunshine Development, LLC; and amending the budget for Fiscal Year 2020-2021 in the amount of $50,000 for the purpose of funding the preparation and review of a redevelopment plan and redevelopment agreement in accordance with the provisions of the Real Property Tax Increment Allocation Redevelopment Act.

Sarah Kerner, Economic Development Director, provided an overview of the proposed. Ms. Kerner noted the purpose is for the applicant's deposit of funds to cover the cost of preparing legal documents associated with the City's economic development incentives, including tax increment financing (TIF). She further noted a preliminary funding agreement establishes a mechanism for developers to deposit funds with the City to pay legal fees and hiring consultants for a project, and for replenishing that fund as fees are paid. Ms. Kerner added approval for a funding agreement does not approve the establishment of a TIF or any other incentives. She noted the preliminary funding agreement requires the developers to deposit $15,000.00 with the City and the account will be replenished as needed to retain a $15,000.00 balance. Ms. Kerner further added the budget adjustment for $50,000.00 is intended to allow for the periodic replenishment of the preliminary funding agreement account balance. She reiterated no incentives are currently being requested or approved.

Councilman Schilling asked for clarification regarding the size or acreage of the property in question. Ms. Kerner noted the property in question consists of approximately twenty-six acres, which is generally located at 5505 West Sunshine Street.

Mayor Pro Tem Ferguson asked for clarification whether the property in question is located within the City limits. Ms. Kerner noted the property in question would require annexation into the City limits.

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

Fee Schedule-Coronavirus Testing Processing Fee

Sponsor: Hosmer. Council Bill 2021-034.

A general ordinance adopting a new fee and amending the Fee Schedule for certain City services as provided in the Springfield City Code, by establishing a Coronavirus Test Processing Fee.

Teresa Allen, Finance Budget Coordinator, provided an overview of the proposed. Ms. Allen noted the proposed was not included within the recent Fee Schedule and apologized for the oversight. She further noted the proposed is for processing coronavirus tests for several other counties within the Local Public Health Agencies area, as well as Ozarks Healthcare in West Plains. Ms. Allen added it does not include the costs of the test kits. She noted if the Health Department provides the test kits, the cost per kit is $28.00 in addition to the $25.00 processing fee. Ms. Allen further noted the fee would become effective upon passage until no longer needed.

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

Springfield R-12 – School Crossing Guard Program

Sponsor: Fisk. Council Bill 2021-035.

A special ordinance authorizing the City Manager, or his designee, to enter into Modification No. 1 to Contract # 2020-1061 between the City of Springfield and the School District of Springfield R-12 modifying the shared costs of the third-party vendor which operates the school crossing guard program inside the city limits of Springfield.

Collin Quigley, Co-Deputy City Manager, provided an overview of the proposed. Mr. Quigley noted there has been an agreement with the School District of Springfield R-12 since 2014 regarding the shared costs of providing crossing guards near schools within the city limits to address safe travel to and from school for children. He further noted the proposed is to amend the agreement to reflect the increased service costs of a third-party vendor for the crossing guard program. Mr. Quigley added this year a new vendor is operating the crossing guard program.

Mayor Pro Tem Ferguson asked for clarification whether any police officers are serving as crossing guards at any intersections within the city limits during the school year. Mr. Quigley noted there are 28 crossing guard locations within the city limits. He further noted City staff is currently covering 4 of the 28 crossing guard locations, 3 by Public Works employees and 1 by a traffic safety officer. Mr. Quigley noted recruiting for the crossing guard program has been a challenge for the new third-party vendor due to COVID-19, which is why the modification agreement is necessary.

Mayor Pro Tem Ferguson expressed her belief with the current decrease in police officers, she supports the crossing guard program being conducted by a third-party vendor to free-up police officers for law enforcement duties.

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

Carryover Funds – Laboratory Testing Costs of Sexual Assault Forensic Evidence Kits

Sponsor: Hosmer, McClure, Fisk, Ferguson, Schilling, and McGull. Council Bill 2021-036.

A special ordinance amending the General Fund budget for the City of Springfield, Missouri, for Fiscal Year 2020-2021, by appropriating a portion of the Fiscal Year 2019-2020 carryover funds and increasing expenses in the amount of $120,000 for laboratory testing costs of Sexual Assault Forensic Evidence kits.

Tad Peters, Police Major, provided an overview of the proposed. Mr. Peters noted the Sexual Assault Kit Initiative is a nationwide undertaking funded by the Bureau of Justice Assistance from the United States Department of Justice that began in 2015. He further noted the Police Department had initially identified 231 sexual assault forensic kits that needed to be tested. Mr. Peters added the Police utilized a combination of departmental and initiative grant funds to submit 112 kits for testing, which left a backlog of 119 kits remaining. He noted in October 2020, the Missouri Attorney General's Office announced they received an additional $2 million in grant funds to help expedite the testing of backlogged test kits statewide. Mr. Peters further noted a portion of the 119 kits may have been tested through these grant funds, but not all would be able to receive testing. He added the proposed would provide funding from carryover funds that would allow for testing of all 119 kits, which costs approximately $1,000.00 per kit.

Councilman Hosmer asked for clarification regarding the number of sexual assaults that occur or get reported daily inside the city limits. Mr. Peters noted on average at least 1 sexual assault occurs daily within the city limits. He confirmed per statistics only approximately 1/3 of sexual assault crimes get reported to the police. Councilman Hosmer asked for clarification whether the kits for testing would have DNA evidence available to enter in a national data base to possibly help solve other crimes. Mr. Peters answered affirmatively and noted the DNA evidence would be available to other law enforcement agencies nationwide. Councilman Hosmer asked for clarification whether sexual assault offenders are often repeat offenders. Mr. Peters answered affirmatively. Councilman Hosmer expressed his support for the proposed.

Councilman Lear asked for clarification regarding the amount of time it would take for these 119 kits to be tested. He also asked for clarification whether the state would reimburse the City for some of the cost of proceeding with testing the backlogged 119 kits. Mr. Peters noted if the proposed is approved, a contract would be drafted with a lab for testing these kits. He further noted since the City would have their own direct contract with a lab versus waiting for the state to test, the amount of time will be less for proceeding with testing the kits. Mr. Peters expressed he is unable to currently provide a timeline regarding the testing of the 119 kits. Jason Gage, City

Manager, noted the City is not anticipating being reimbursed by the state for any of the backlog of the remaining 119 kits for the City proceeding with testing them, but would inquire.

Councilman McGull expressed his appreciation for the proposed. He expressed his belief having the backlog of the remaining 119 kits tested is important. Councilman McGull asked for clarification regarding the amount of vacancies within the Police Department pertaining to providing public safety services in the community. Mr. Peters noted there are several vacant positions at the Police Department, which are currently being absorbed by other police employees until those are filled. He further noted the Police Department is trying to make sure the patrol units are staffed to respond to calls within the community. Councilman McGull expressed his belief the number of vacant positions for police officers needs to be reduced possibly by one-half within the next year. He asked for Police staff to work with the City Manager's Office in trying to fill vacant police officer positions. Mr. Gage noted City staff will continue to work on the issue of City vacancies, especially for the Police Department. He further noted staffing Police personnel was recently included in City Council's 2021 Legislative Priorities.

Councilman Simpson expressed his agreement with Councilman McGull about additional Police staff being needed to address the issue of public safety within the community. He asked for clarification whether a private lab could be contracted to get the sexual assault forensic evidence kits tested in a timely manner to prevent any future backlogs. Mr. Peters noted the Highway Patrol's Crime Lab currently has a significant backlog for analyzing and testing kits, which are prioritized based upon the type of case. He further noted it may take several months or even up to a year for a kit to be tested depending upon their availability. Mr. Peters added if a private lab is needed for contracting to test future kits to prevent a backlog, additional funding would be needed. He noted the proposed is only funding for testing the backlog of the remaining 119 kits.

Councilman Hosmer asked for clarification regarding the amount of cases the Police Department currently has and is DNA evidence utilized for prosecution. Mr. Peters noted most cases that are related to sexual assault crimes, DNA evidence is mainly utilized for prosecution. Councilman Hosmer expressed his belief that DNA evidence should be mandated for all felony crimes. Mr. Peters noted the state currently only mandates certain felony crimes for DNA evidence collection for the national database. Councilman Hosmer asked for clarification whether DNA evidence helps solve crime. Mr. Peters expressed his belief the more DNA evidence available, the better for researching and helping to solve crimes. He noted DNA evidence is an identifier, much like fingerprints, for solving crimes.

Mayor Pro Tem Ferguson expressed her support for the proposed. She asked for clarification regarding the amount of pending sexual assault kits needing to be tested for currently active cases. Mayor Pro Tem Ferguson also asked for clarification regarding the length of time it takes for Police to receive the test results back of the kits for currently active cases. Mr. Peters noted for a currently active case, it takes approximately 6 months for the Police Department to receive the test results back for a kit. He further noted he does not currently know how many kits are pending for

testing regarding currently active cases. Mr. Peters reiterated the proposed is only for carry over funding for the backlog of 119 kits remaining for testing.

An opportunity was given for citizens to express their views.

Janice Thompson Gerke spoke in support of the proposed. Ms. Thompson Gerke noted she served as a member of the City's Sexual Assault Task Force. She expressed her belief it is important to have the backlog of the 119 remaining kits tested as a priority for the victims.

Councilman Simpson expressed his appreciation to Ms. Thompson Gerke for serving as a member of the City's Sexual Assault Task Force and for her advocacy.

Mayor Pro Tem Ferguson also expressed her appreciation to Ms. Thompson Gerke for serving as a member of the City's Sexual Assault Task Force and for her advocacy.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Robert Anderson did not appear to address City Council.

Collene Buelow did not appear to address City Council.

Lisa Meeks addressed the issues of discrimination and COVID-19. Ms. Meeks expressed her opinion she is being discriminated by various stores within the community for her inability to wear a face covering due to health conditions. She further expressed she does not feel she is being represented by the City Council for her medical conditions as a local citizen.

Gerald Keim addressed the issue of COVID-19. Mr. Keim expressed his opinion the City is not in a state of civil emergency regarding COVID-19. He further expressed his belief the City should not be mandating the issue of face coverings. Mr. Keim noted he does not have a health or medical background. He expressed he understands why there are seatbelt laws but does not understand the logic for wearing face coverings to help prevent COVID-19.

NEW BUSINESS

Councilman Ollis expressed his belief the City's building codes should be reviewed. He further expressed his belief City staff should work with stakeholders, such as the Springfield Area Home Builders Association (SAHBA), within the community to review the City's building code regulations and establish an updated timeline for possible implementation. Councilman Ollis noted the Plans and Policies Committee, which he serves as Chairman, previously reviewed the City's building codes. He further noted he supports the Plans and Policies Committee reviewing any possible updates and revisions to the City's building code regulations if needed.

Jason Gage, City Manager, noted City staff is currently under the City's building code ordinances, which were adopted by City Council on November 18, 2019. He further noted when these ordinances were approved, City staff was directed to begin on February 1, 2021 soliciting discussions about possible amendments with stakeholders, which also includes a possible finalized version pertaining to energy efficiency updates to the City's residential building code no later than June 30, 2021. Mr. Gage added a decision regarding the City's building code for any possible future amendments should also be reviewed for City Council's consideration. He noted an effective date for implementation for any possible amendments to the City's building code was set to be effective by January 1, 2022. Mr. Gage further noted due to the COVID-19 pandemic, City staff will be unable to meet this timeline and asked City Council to possibly consider an updated timeline for City staff.

Councilman Ollis asked for clarification whether City staff has compiled data collection information for home construction about energy efficiency and the City's building codes for City Council's review. Mr. Gage noted he knows permit data is being collected but does not know the extent type. He further noted it may be also helpful for City staff to possibly collect data from other outlying jurisdictions about their permits for City Council's review, since those jurisdictions seem to be growing. Mr. Gage noted he would check the issue of data collection regarding the City's building codes with City staff for City Council's review. He further noted the Building Development Services Department is currently transitioning with a new director, Dwayne Shmel.

Councilman McGull asked for clarification whether the timeline should be revised for City staff to solicit discussions about possible amendments to the City's building codes regulations with stakeholders. Mr. Gage noted City staff would like to propose an updated timeline to have additional time available for soliciting discussions with stakeholders, such as the SAHBA. He further noted City staff could propose an updated timeline for City Council's review at the next City Council meeting in two weeks.

Councilman Hosmer expressed his opinion the issue of energy efficiency is important, and there should be data information available. He expressed his support for the current timeline to be implemented as opposed to being updated.

Mayor McClure expressed his belief more information is needed, as well as an updated timeline for soliciting discussions about possible amendments to the City's building code, including the issue of possible energy efficiency requirements for the City's residential building code.

Councilman Lear expressed his belief he would consider reviewing an updated timeline for possible consideration but would like to observe the current timeline as much as possible.

Mr. Gage reiterated City staff would compile information about an updated timeline within the next two weeks for City Council's review.

DRAFT

UNFINISHED BUSINESS

MISCELLANEOUS

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

Preliminary Plat of Kansas at Grand Phase II - 1720 West Grand Street

Sponsor: Schilling. Council Bill 2021-037.

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Kansas at Grand Phase II, generally located at 1720 West Grand 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: College of the Ozarks; 1720 West Grand Street; Preliminary Plat at Grand Phase 2.)

Preliminary Plat of Mercy Fremont Acres - 4431 South Fremont Avenue

Sponsor: Simpson. Council Bill 2021-038.

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Mercy Fremont Acres, generally located at 4431 South Fremont Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: Mercy Health Springfield Communities; 4431 South Fremont Avenue; Preliminary Plat of Mercy Fremont Acres.)

CONSENT AGENDA ONE READING BILLS

CONSENT AGENDA SECOND READING BILLS

The City Manager confirms the following appointment to the Building Trades Examination & Certification Board: Christopher Straw, to replace James Scott, with a term to expire December 1, 2023.

The City Manager confirms the following reappointments to the Building Trades Examination & Certification Board: Chad Drake with term to expire December 1, 2023; Garen Gilmore with term to expire December 1, 2023; Lonney Smith with term to expire December 1, 2022; and, Terry Speake with term to expire December 1, 2022.

END OF CONSENT AGENDA.

DRAFT

Motion to Adjourn Councilman Simpson moved to Adjourn. Councilman McGull seconded the motion, and it was approved by the following vote. Ayes: Ferguson, Fisk, Ollis, Lear, McGull, Simpson, Schilling, and McClure. Nays: Hosmer. Absent: None. Abstain: None. The meeting adjourned at approximately 8:23 p.m.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

February 9, 2021
Springfield, Missouri

The City Council met in special session February 9, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

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

*Member attending via videoconference.

Closed Session

Councilman Lear moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected pursuant to Section 610.021(12), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

*Member voting via videoconference.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

February 16, 2021
Springfield, Missouri

The City Council met in special session February 16, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

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

Closed Session

Councilman Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and 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 vote: Ayes: Hosmer, Lear, McGull, Simpson, Schilling, Fisk, and McClure. Nays: None. Absent: Ollis and Ferguson. Abstain: None.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 02-16-21

Sponsored by: City Council

COUNCIL BILL 2021-039 RESOLUTION _____

A RESOLUTION

RECOGNIZING the retirement of Director of Public Health and Welfare, William C. "Clay" Goddard.

WHEREAS, Clay Goddard began his storied tenure with the City as a college intern in the Health Department in 1996; and

WHEREAS, he climbed the departmental ranks, holding numerous positions, including Program Health Representative, Health Data Analyst, Computer Systems Coordinator, Community Health Planner, Health Program Administrator, Director of Information Systems, Assistant Director of Health, and ultimately, Director of Public Health and Welfare in 2017; and

WHEREAS, under his tenure, the department has achieved several milestones and accomplishments including earning national accreditation, the passage of Springfield's Tobacco21 ordinance, and the successful Regional Health Assessment and Community Mental Health and Substance Use Assessment; and

WHEREAS, when COVID-19 became a global pandemic, Clay rallied his department to face-down unprecedented challenges, while providing hope and guidance to citizens during an extraordinarily difficult time; and

WHEREAS, Clay had the daunting challenge of navigating the region during the worst public health crisis of our lifetime, and did so with perseverance and unbridled leadership; and

WHEREAS, Clay has accepted the role of Senior Director of Public Health Transformation at the Missouri Foundation of Health; and

WHEREAS, he is retiring from City and County service to address the challenges public health entities face across the state.

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

Section 1 – City Council hereby recognizes Clay Goddard's many achievements and gives thanks to the contributions he made to his community on the occasion of his retirement.

Section 2 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 039

FILED 02-16-21

ORIGINATING DEPARTMENT: City Clerk's Office

PURPOSE: Recognizing Director of Public Health and Welfare, William C. "Clay" Goddard upon the occasion of his retirement.

BACKGROUND INFORMATION: Clay began his career with the City as a college intern in the Health Department in 1996. He climbed the departmental ranks, holding numerous positions, including Program Health Representative, Health Data Analyst, Computer Systems Coordinator, Community Health Planner, Health Program Administrator, Director of Information Systems, Assistant Director of Health, and ultimately, Director of Public Health and Welfare in 2017.

During Clay's leadership, the department has achieved many milestones and accomplishments including earning national accreditation, the passage of Springfield's Tobacco21 ordinance, and the successful Regional Health Assessment and Community Mental Health and Substance Use Assessment.

When COVID-19 became a global pandemic, Clay brought together his department to face extraordinary challenges, while providing hope and guidance to citizens during a very difficult time. Clay met the challenge of navigating the region during the worst public health crisis of our lifetime and did so with perseverance and leadership.

Clay is retiring from City and County Service and has accepted the role of Senior Director of Public Health Transformation at the Missouri Foundation of Health where he will address the challenges public health entities face across the state.

Submitted and recommended by:

Anita Cotter, City Clerk

Approved by:

Ken McClure, Mayor

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 02-02-21

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 031 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.27 acres of property generally located at 2832 East Sunshine Street from R-SF, Single-Family Residential, to O-1, Office District; establishing Conditional Overlay District No. 194; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 2832 East Sunshine Street from R-SF, Single-Family Residential, to O-1, Office District with Conditional Overlay District No. 194; and

WHEREAS, Conditional Overlay District No. 194 shall modify the requirements of the Springfield Land Development Code Section 36-400, 'O - Office districts,' by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

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

WHEREAS, the City has reviewed the applicant's request and prepared a staff report concerning the application which is attached hereto and incorporated herein by this reference as "Exhibit D;" and

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

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

Section 1 – The property described in "Exhibit B," which is attached hereto and

incorporated herein by this reference, is hereby rezoned from R-SF, Single-Family Residential, to O-1, Office District with Conditional Overlay District No. 194. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 194 which shall contain the requirements and standards provided on "Exhibit A," which is attached hereto and incorporated herein by this reference as though set forth herein. The requirements of Conditional Overlay District No. 194 shall modify the requirements of the Springfield Land Development Code Section 36-400, 'O - Office districts,' by requiring the property described on "Exhibit B" comply with the requirements contained in "Exhibit A."

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 031

FILED: 02-02-21

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 1.27 acres of property generally located at 2832 East Sunshine Street from R-SF, Residential Single-family to O-1, Office with Conditional Overlay District No. 194. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-2-2021/ CONDITIONAL OVERLAY DISTRICT NO. 194

The applicant is requesting to rezone approximately 1.27 acres of property generally located at 2832 East Sunshine Street from R-SF, Residential Single-family to O-1, Office with Conditional Overlay District No. 194.

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Low-Density Housing. However, the *Growth Management and Land Use Plan Element* states that the Land Use Plan map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." The *Plan* encourages neighborhood scale businesses near intersections of arterials and collectors. Past Council action has resulted in office and retail zoning along Sunshine Street surrounding this property.

The development requirements in the proposed O-1, Office District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties. The O-1 District requires a 45-degree bulk plane measured from the boundary of any R-SF to the south. The subject property would qualify for the shallow lot exemption which would reduce this bufferyard. However, the COD prohibits the use of this exemption and the standard bufferyard type C will be required along the south property line adjacent to R-SF zoning. The type C bufferyard is a minimum of 15 feet wide with 1 canopy tree, 2 understory trees, 2 evergreen trees and 10 shrubs per 100 linear feet.

REMARKS:

The Planning and Zoning Commission held a public hearing on January 14, 2020, and recommended to approve, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan Element* of the *Comprehensive Plan* designates this property as appropriate for low density housing. However, the *Growth Management and Land Use Plan Element* states that the Land Use Plan map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." This tract fronts on Sunshine Street, a primary arterial, and all surrounding properties with Sunshine Street frontage are zoned for office or General Retail uses. The *Plan* encourages neighborhood scale businesses near intersections of arterials and collectors.

2. The subject property is located at the intersection of Sunshine Street, a primary arterial roadway, and Woodward Avenue, a collector roadway, which is an appropriate location for O-1 zoning. The proposed O-1 zoning is consistent with adjacent office and commercial zoning and uses that front along Sunshine Street.

3. The development requirements in the proposed O-1, Office District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties.

4. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report

ATTACHMENTS:
Attachment 1: Department Comments
Attachment 2: Conditional Overlay District Provisions
Attachment 3: Neighborhood comments

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-2-2021 & CONDITIONAL OVERLAY DISTRICT NO. 194

The requirements of *Section 36-400* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The shallow and narrow lot exemption as defined by Section 36-482 shall be prohibited from being used in the development of this property.

2. Dedicate additional right-of-way to meet fifty (50) feet from the established centerline of Sunshine Street and dedicate additional right-of-way to meet thirty (30) feet from the established centerline of Woodward Avenue.

3. A 30-foot by 30-foot right-of-way sight triangle shall be dedicated as right-of-way at the corner of Sunshine Street and Woodward Avenue.

4. Sidewalk is required to be constructed along the entire length of property frontage on S. Woodward Avenue, or a fee paid in-lieu-of sidewalk construction, which must first be approved by the Administrative Review Committee and fees paid, prior to issuance of a building permit. This is required at the time of development.

5. One access drive shall be allowed on Sunshine Street.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-2-2021 & CONDITIONAL OVERLAY DISTRICT NO. 194

All of lots nine(9), Ten (10) and eleven (11), Block “C” in Southern Hills of Springfield a subdivision in greened county, Missouri, except any part thereof used or taken for roads as described in the dedication deed recorded in book 1522 at page 1841 and as described in book 1522 at page 1706

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-2-2021 & CONDITIONAL OVERLAY DISTRICT NO. 194
Planning and Zoning Commission – January 14, 2021

Z-2-2021 w/COD #194
2832 East Sunshine Street
Applicant: 2832 E. Sunshine Street, LLC

Mr. Hosmer stated that this is a request to rezone approximately 1.27 acres of property generally located at 2832 East Sunshine Street from R-SF, Residential Single-family to O-1, Office with Conditional Overlay District No. 194. The Growth Management and Land Use Plan Element of the Comprehensive Plan designates this property as appropriate for low density housing. The Transportation Plan classifies Sunshine Street, as a primary arterial roadway, and Woodward Avenue, as a collector roadway. A Traffic Impact Study is not required as it did not increase trips generates more than 100 vehicles in the a.m./p.m. peak or 1,000 vehicles daily. The property is not located in a FEMA designated floodplain or a stream buffer area. On-site stormwater detention is required. Staff is aware of a restrictive covenant limiting the use of the property. Private covenants and restrictions are a civil matter. A bufferyard Type C will be required along the south property (15 feet). Max height of 35 ft (45-degree bulk plane).

The COD will:
1. Not allow narrow lot exemption.
2. Dedicate ROW for Sunshine and Woodward.
3. 30x30 sight triangle at intersection, sidewalk and allow one access to Sunshine.

Staff recommends approval.

Ms. Bruce asked if adjacent residential properties are located.

Mr. Hosmer noted that there are to the south.

Mr. Doennig opened the public hearing.

Mr. Curtis Jared, developer and here to answer any questions.

Mr. Jerry Reynolds, citizen noted the protective covenant and does not oppose the rezoning, however the architectural blend needs to part of the existing neighborhood. Feels that the water retention off of Sunshine needs to be kept clear due to it being clogged up throughout the years and possibly under-estimated and noted that a previous owner had kept an area where the water was easily absorbed (flower garden) and not just flowing into his property.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

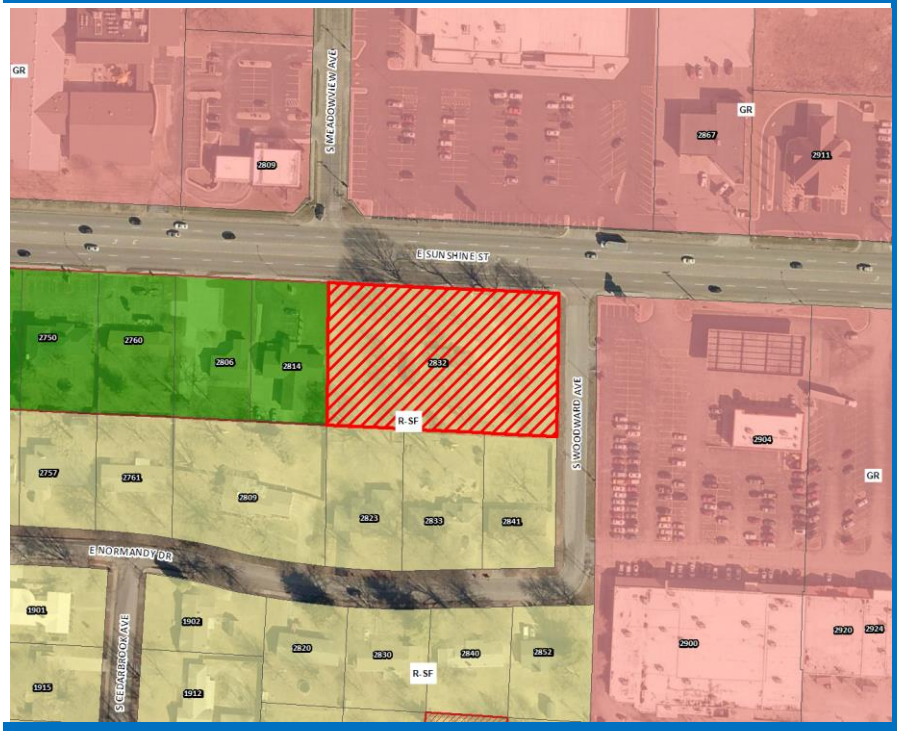
Mr. Coltrin motioned to **approve** item Z-2-2021 w/COD #194 (2832 East Sunshine Street). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Jobe, Broekhoven, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: None.

Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING: DECEMBER 17, 2020

CITY COUNCIL PUBLIC HEARING: January 11, 2021



CASE: Z-2-2021 w/COD #194

ACRES: Approximately 1.27 acres

LOCATION: 2832 East Sunshine Street

EXISTING LAND USE: Undeveloped land

APPLICANT: 2832 East Sunshine St LLC

STAFF: Michael Sparlin, Senior Planner
417-864-1091

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 1.27 acres of property generally located at 2832 East Sunshine Street from R-SF, Residential Single-family to O-1, Office with Conditional Overlay District No. 194.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan Element* of the *Comprehensive Plan* designates this property as appropriate for low density housing. However, the *Growth Management and Land Use Plan Element* states that the Land Use Plan map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." This tract fronts on Sunshine Street, a primary arterial, and all surrounding properties with Sunshine Street frontage are zoned for office or General Retail uses. The *Plan* encourages neighborhood scale businesses near intersections of arterials and collectors.

2. The subject property is located at the intersection of Sunshine Street, a primary arterial roadway, and Woodward Avenue, a collector roadway, which is an appropriate location for O-1 zoning. The proposed O-1 zoning is consistent with adjacent office and commercial zoning and uses that front along Sunshine Street.

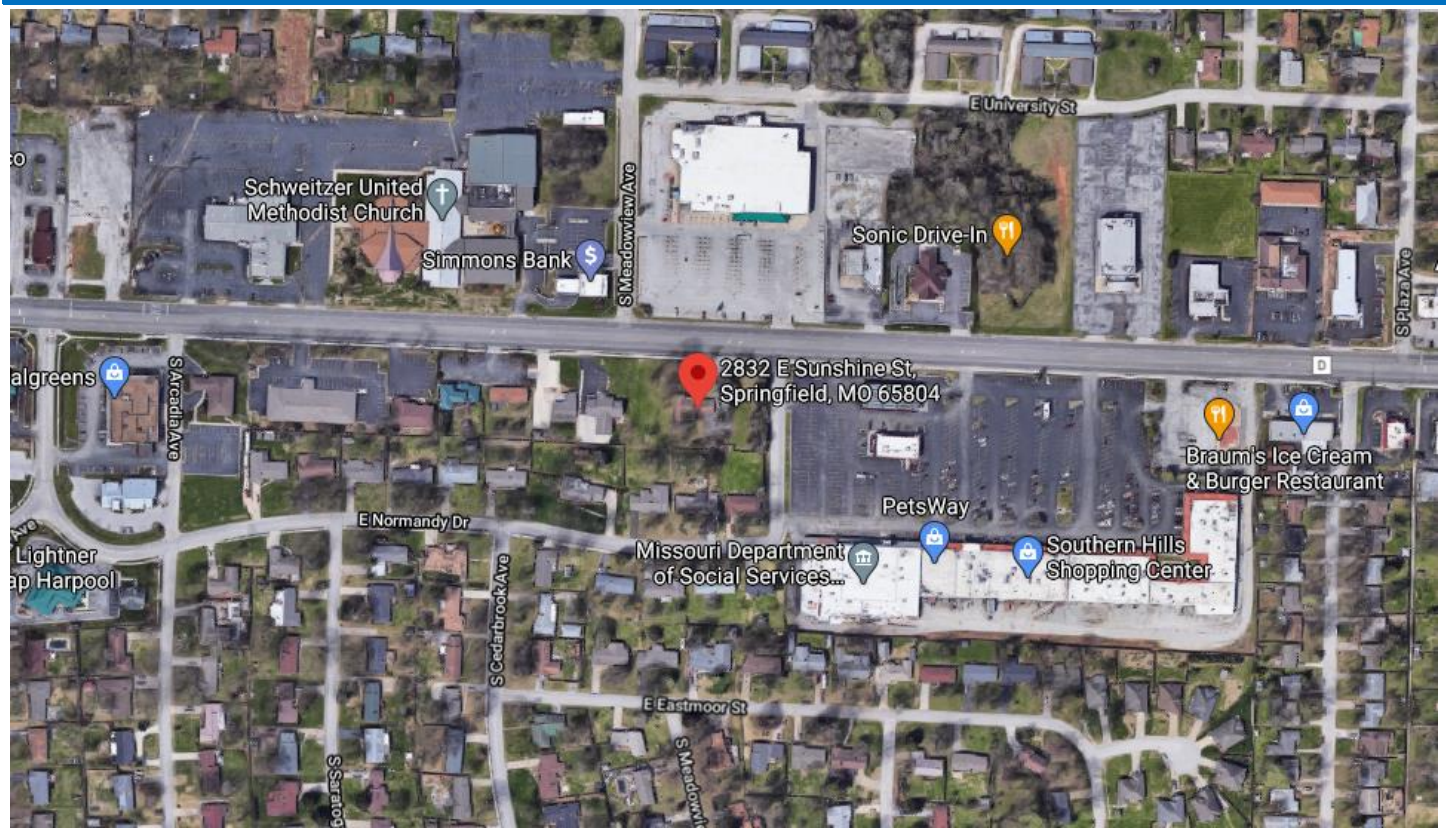
3. The development requirements in the proposed O-1, Office District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties.

4. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

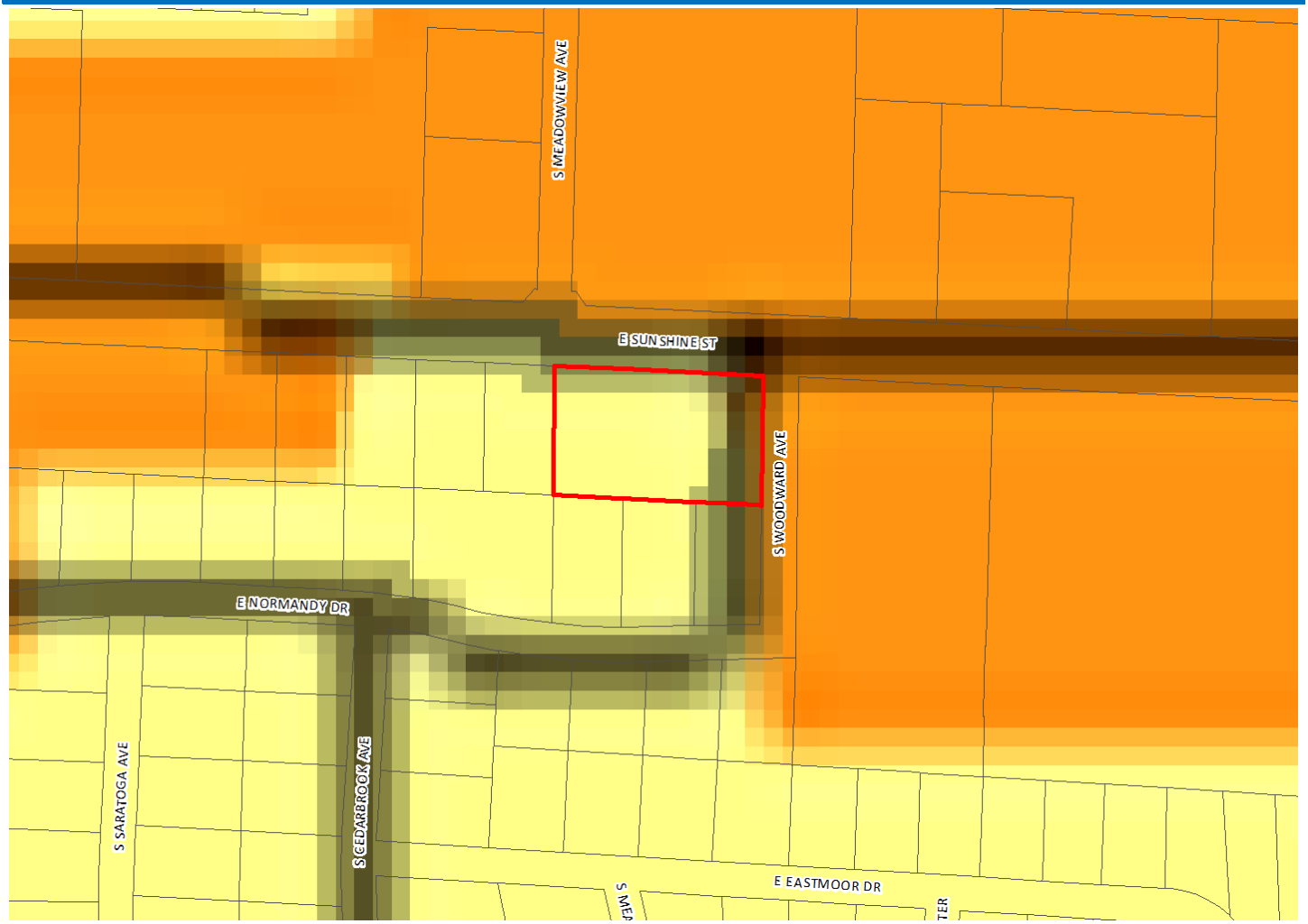
	NORTH	SOUTH	EAST	WEST
ZONING	GR	R-SF	GR	PD 73 Am 1
LAND USE	Retail and Commercial uses	Single-family residence	Southern Hills Shopping Center	Office uses

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property has been zoned R-SF since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. 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 O-1
Use Limitations	(a) All activities and permitted uses except off-street parking and loading facilities, drive-thru facilities and day care activities shall be conducted entirely within a completely enclosed building. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (d) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum Structure Height	Thirty-five feet, except that all structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
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**
All structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district.	A bufferyard Type C will be require along the south property line adjacent to R-SF zoning which is a minimum of 15 feet wide with 1 canopy tree, 2 understory trees, 2 evergreen trees and 10 shrubs per 100 linear feet.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan Element* of the *Comprehensive Plan* designates this property as appropriate for low density housing. However, the *Growth Management and Land Use Plan Element* states that the Land Use Plan map, “should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good

judgement." The subject property is located at the intersection of an arterial and collector street (Sunshine Street and Woodward Avenue). The *Plan* encourages neighborhood scale businesses near intersections of arterials and collectors.

STAFF COMMENTS:

1) The applicant is requesting to rezone approximately 1.27 acres of property generally located at 2832 East Sunshine Street from R-SF, Residential Single-family to O-1, Office with Conditional Overlay District No. 194.

2) The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Low-Density Housing. However, the *Growth Management and Land Use Plan Element* states that the Land Use Plan map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." The *Plan* encourages neighborhood scale businesses near intersections of arterials and collectors.

3) The development requirements in the proposed O-1, Office District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties. The O-1 District requires a 45-degree bulk plane measured from the boundary of any R-SF to the south. The subject property would qualify for the shallow lot exemption which would reduce this bufferyard. However, the COD prohibits the use of this exemption and the standard bufferyard type C will be required along the south property line adjacent to R-SF zoning. The type C bufferyard is a minimum of 15 feet wide with 1 canopy tree, 2 understory trees, 2 evergreen trees and 10 shrubs per 100 linear feet.

4) The subject property is located at the intersection of Sunshine Street, a primary arterial roadway, and Woodward Avenue, a collector roadway, which is an appropriate location for O-1 zoning. The proposed O-1 zoning is consistent with adjacent office and commercial zoning and uses that front along Sunshine Street.

5) Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

6) Staff has been informed that the subject property is subject to a restrictive or protective covenant limiting the use of the property. Enforcement of private covenants and restrictions is a civil matter between the property owners.

7) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHORHOOD 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.

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

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with the proposed rezoning

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION COMMENTS:

No objection to rezoning. Tract has access to public sewer.

FIRE DEPARTMENT COMMENTS:

No issues with zoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Sunshine Street as a Primary Arterial roadway and S. Woodward Avenue as a Collector Roadway. The standard right-of-way width for E. Sunshine Street is 50 feet from the centerline and 30 feet from the centerline for S. Woodward Avenue. It appears an additional 9 feet of right-of-way is needed along W. Sunshine Street. Approximately 5 feet of right of way is needed along S. Woodward Avenue. A 30 ft X 30 ft right-of-way sight triangle is required at the intersection of E. Sunshine Street and S. Woodward Avenue. A survey is recommended to determine the exact amount of existing right-of-way. E. Sunshine Street is a state-maintained route. S. Woodward Avenue is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for this portion of E. Sunshine Street is 33,340 vehicles per day. There is no traffic count for S. Woodward Avenue. On-street parking is not allowed along E. Sunshine Street or S. Woodward Avenue.

DRIVEWAY ACCESS

There is currently two existing driveway access points onto the property from E. Sunshine Street and no driveway access points to the property from S. Woodward Avenue. MoDOT requires the easternmost driveway approach to be closed. Access to this property from S. Woodward Avenue will be allowed based on existing City of Springfield standards for a Collector roadway.

SIDEWALK

Sidewalk currently exists along the property frontage along E. Sunshine Street. Sidewalk is required to be constructed along the property frontage of S. Woodward Avenue, or a fee paid in-lieu-of sidewalk construction which must first be approved by applying to the Administrative Review Committee (ARC). If the ARC approves a fee-in-lieu-of constructing sidewalk, fees must be paid prior to issuance of a building permit. This is required at the time of development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along E. Sunshine Street and no bus stops along S. Woodward Avenue. 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 by the city as the change in zoning did not increase trips generated more than 100 vehicles in the a.m. or p.m. peak or 1,000 vehicles daily. MoDOT does not require a Traffic Impact Study.

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. Sunshine Street	Primary Arterial	No	41	50
Street 2	S. Woodward Avenue	Collector	No	25	30

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	5.2	6.5	62.4	
***Proposed Trips Generated**	46.2	57.2	312	
Additional Trips Generated	39	50.7	249.6	

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION 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 is not allowed, and detention will be required. Water quality is required if adding an additional acre of impervious area. 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	Galloway Creek
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

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-2-2021 & CONDITIONAL OVERLAY DISTRICT NO. 194

The requirements of *Section 36-400* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The shallow and narrow lot exemption as defined by Section 36-482 shall be prohibited from being used in the development of this property.

2. Dedicate additional right-of-way to meet fifty (50) feet from the established centerline of Sunshine Street and dedicate additional right-of-way to meet thirty (30) feet from the established centerline of Woodward Avenue.

3. A 30-foot by 30-foot right-of-way sight triangle shall be dedicated as right-of-way at the corner of Sunshine Street and Woodward Avenue.

4. Sidewalk is required to be constructed along the entire length of property frontage on S. Woodward Avenue, or a fee paid in-lieu-of sidewalk construction, which must first be approved by the Administrative Review Committee and fees paid, prior to issuance of a building permit. This is required at the time of development.

5. One access drive shall be allowed on Sunshine Street.

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:	December 2, 2020	**Telephone No.**	417-350-7631 (CELL)
YOUR NAME:	MICHAEL LUNA		
YOUR ADDRESS:	2841 E. NORMANDY		
PROJECT ADDRESS:	2832 E SUNSHINE 65804		

COMMENTS: WE HAVE TREMENDOUS WATER RUNOFF ISSUES FROM THE THREE LOTS LOCATED ON THE ABOVE LISTED ADDRESS LOTS. THIS ISSUE HAS BEEN DOCUMENTED WITH THE CITY IN THE PAST. RUNOFF FROM THE SAID LISTED ADDRESS CAUSING FLOODING ISSUES AT THE 2841 E. NORMANDY ADDRESS. I WOULD LIKE TO SEE THIS ADDRESSED.

Michael Luna

Neighborhood Notice

Date of Letter: 12/18/2020

DEAR PROPERTY OWNER,

You have received a notice of a "Neighborhood Meeting" since all development applications involving an advertised public hearing require that a developer hold a neighborhood meeting and invite the property owners within 500 feet of the property and to invite the officers of any registered neighborhood association on file with the City of Springfield.

*However due to the **COVID-19 Civil Emergency** the meeting requirement will be waived at this time and you can respond via mail or e-mail.*

The applicant or representative below has filed an application with the City of Springfield for a change of land use, zoning or street vacation in your neighborhood.

APPLICANT or REPRESENTATIVE CONTACT INFORMATION:

Applicant/Representative Name: 2832 E Sunshine, LLC c/o Curtis Jared

Address: 2870 South Ingram Mill Rd Suite A

City, State and Zip: Springfield Mo 65804

Phone Number: (417) 877-7900 E-mail: cjared@jaredenterprises.com

---

PROJECT LOCATION: 2832 E Sunshine Springfield Mo 65804

Proposed Changes: Provide details of the existing zoning and proposed zoning (planned development, conditional use permit, conditional overlay district or vacation of roadways).

Applicant requests to Re-zone the parcel from Single Family Residential (R-SF) District to Office (O-1)

Please e-mail your input to: zoning@springfieldmo.gov or mail the "comment card" to:

Bob Hosmer, AICP Planning Manger
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, MO 65802

TEL (417) 869-0768
FAX (417) 869-6007

JERRY L. REYNOLDS
ATTORNEY AT LAW

REYNOLDS & CONWAY, P.C.
PO Box 3296 • Springfield, MO 65808-3296
reynoldsandconway@sbcglobal.net

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

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:	1-4-2021	**Telephone No.**	417 869-0768
YOUR NAME:	Jerry and Pamela Reynolds		
YOUR ADDRESS:	2833 E Normandy Springfield, MO 65804		
PROJECT ADDRESS:	2832 E Sunshine Springfield, MO 65804		

COMMENTS: We agreed in 1984 to Office use on Sunshine as long as the agreed Protective Covenants were complied with to maintain the residential appearance of such building agreed to and recorded at Book 1856 page 2172 et seq as we have filed herein. The Owners have been compliant in protecting our neighborhood while they have prospered in successful businesses on Sunshine and including Congressman Roy Blunt's Office.

Sparlin, Michael

From: Bobbie <armenhoui30@yahoo.com>
Sent: Thursday, December 31, 2020 11:32 AM
To: Zoning@springfieldmo.gov
Subject: Rezoning

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

To Whom It May Concern:

Regarding the rezoning at 2832 E. Sunshine, Springfield, MO 65804. My opinion is a definite NO to rezone. Keep this (R-SF) District as a Single Family Residential location.

12/31/2020

Roberta Donnell
2840 E. Normandy Drive
Springfield, MO 65804-2748
417-655-3381

Project address: 2832 E. Sunshine, Springfield, MO 65804

Sparlin, Michael

From: dyerarentz <dyerarentz@gmail.com>
Sent: Sunday, January 10, 2021 2:51 PM
To: Zoning@springfieldmo.gov
Subject: comment card

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

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:	JAN. 10, 2021	**Telephone No.**	417-860-0880
YOUR NAME:	REX E. DYER, JR.		
YOUR ADDRESS:	2823 E. NORMANDY ST. SPRINGFIELD, MO 65804		
PROJECT ADDRESS:	2832 E. SUNSHINE SPRINGFIELD, MO 65804		

COMMENTS: AN OFFICE BUILDING CONFORMING to Southern Hills SUBDIVISION Rules i.e. BUILDING RESEMBLING A SINGLE FAMILY RESIDENCE HAS MY APPROVAL. HOWEVER, I DO have RESERVATIONS CONCERNING INCREASE TRAFFIC BOTH ON SUNSHINE AND STREETS ALONG WOODLAND AND NORMANDY STREETS.

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

COUNCIL BILL NO. _____

SPECIAL ORDINANCE NO. _____

OF THE

CITY COUNCIL

OF THE

CITY OF SPRINGFIELD, MISSOURI

PASSED _____

_____

AUTHORIZING:

NOT TO EXCEED $15,010,000

SPECIAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

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Exhibit D. Escrow Agreement
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One-rdg. _____
P. Hrngs. _____
Pages 108
Filed 02-02-21

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021-032 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the issuance of not to exceed $15,010,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021 of the City of Springfield, Missouri, for the purpose of extending and improving the City's sewerage system; amending the Fiscal Year 2020-2021 budget of the City in the amount of $15,010,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home-rule charter city organized and existing under the Constitution and laws of the State of Missouri and the City's Charter; and

WHEREAS, the City now owns and operates a revenue producing sewerage system, serving the City, its inhabitants and others within its service area, including connected and related appurtenances and facilities and extensions, improvements, additions and enlargements made or acquired by the City after the date of this Ordinance (the "System"); and

WHEREAS, the City desires to construct certain improvements to the System (the "Project"), such improvements to be financed by the issuance by the City pursuant to this Ordinance of its Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021 (the "Bonds") in the maximum principal amount of $15,010,000 (the "Maximum Principal Amount"); and

WHEREAS, to provide for the most cost-effective financing of the Project, the City desires to participate in the State of Missouri Direct Loan Program (the "Direct Loan Program") of the Missouri Department of Natural Resources ("DNR") and the Clean Water Commission of the State of Missouri (the "Commission"); and

WHEREAS, the City is authorized under its Charter, the Constitution and laws of the State of Missouri (collectively, the "Act") to issue and sell special obligation bonds for the purpose of paying all or part of the cost of extending and improving the System, with the principal of and interest on said bonds payable solely from funds annually appropriated by the City from sources available for such purpose including, but not limited to, Net Revenues (as defined below) following all required payments and deposits related to System Revenue Bonds (as defined below); and

WHEREAS, the City Council (the "Governing Body") of the City has caused plans and specifications for the Project and a cost estimate to be made by the Consulting Engineer (as defined below); and

WHEREAS, the plans and specifications and the cost estimate have been accepted and approved and are on file in the office of the City Clerk, the amount of the estimated cost being not less than the Maximum Principal Amount; and

WHEREAS, by Special Ordinance No. 24272 adopted on October 24, 2002 (the "Series 2002 Bond Ordinance"), the City has issued its Special Obligation Bonds (State Revolving Fund Program) Series 2002 (the "Series 2002 Bonds"), in the original principal amount of $43,625,000, of which $7,760,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Special Ordinance No. 24787 adopted on May 4, 2005 (the "Series 2005 Bond Ordinance"), the City has issued its Special Obligation Bonds (State Revolving Fund Program) Series 2005 (the "Series 2005 Bonds"), in the original principal amount of $7,110,000, of which $3,030,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Special Ordinance No. 25156 adopted on March 26, 2007 (the "Series 2007 Bond Ordinance"), the City has issued its Special Obligation Bonds (State Revolving Fund Program) Series 2007 (the "Series 2007 Bonds"), in the original principal amount of $7,855,000, of which $3,525,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Special Ordinance No. 25707 adopted on January 11, 2010 (the "Series 2010 Bond Ordinance"), the City has issued its Special Obligation Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2010 (the "Series 2010 Bonds"), in the original principal amount of not to exceed $13,000,000, of which $13,000,000 was finally issued and $6,950,200 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Special Ordinance No. 26058 adopted on May 21, 2012 and a Trust Indenture dated as of June 1, 2012 between the City and BOKF, N.A., as trustee (collectively, the "Series 2012 Bond Ordinance"), the City has issued its Special Obligation Bonds (Sewer System Improvement Project) Series 2012 (the "Series 2012 Bonds"), in the original principal amount of $26,385,000, of which $18,520,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Special Ordinance No. 26567 adopted on May 11, 2015 and a Trust Indenture dated as of May 1, 2015 between the City and BOKF, N.A., as trustee (collectively, the "Series 2015 Bond Ordinance" and together with the Series 2002 Bond Ordinance, the Series 2005 Bond Ordinance, the Series 2007 Bond Ordinance, the Series 2010 Bond Ordinance and the Series 2012 Bond Ordinance, the "Outstanding System Special Obligation Bond Ordinance"), the City has issued its Special Obligation Bonds (Sewer System Improvement Project) Series 2015 (the "Series 2015 Bonds" and together with the Series 2002 Bonds, the Series 2005 Bonds, the Series 2007 Bonds, the Series 2010 Bonds and the Series 2012 Bonds, the "Outstanding System Special Obligation Bonds"), in the original principal amount of $43,140,000, of which $35,615,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, under the provisions of the Outstanding System Special Obligation Bond Ordinance, the City may issue additional System Special Obligation Bonds (as defined below) only if certain conditions are met; and

WHEREAS, there are currently no System Revenue Bonds outstanding; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that special obligation bonds be issued and secured in the form and manner provided in this Ordinance and be sold to DNR under the Direct Loan Program, and to provide the remainder of costs of extending and improving the System that may be required from subsequent issues of bonds, grants or funds of the City otherwise available.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

"Administrative Expense Fund" means the fund designated as such and established by Section 4 of the Escrow Agreement. The Administrative Expense Fund does not constitute part of the Direct Loan Program.

"Administrative Fee" means the semiannual administrative fee of DNR equal to 0.25% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds), payable to the Paying Agent within 30 days after the City's receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

"Administrative Fee Calculation Date" means the Business Day preceding each Principal Payment Date.

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

"Authority Program Bonds" means any bonds of the Authority issued under the SRF Leveraged Program, all or a portion of the proceeds of which are loaned to the City pursuant to the SRF Leveraged Program.

"Authorized Representative" means the representative of the City designated as such by the City in accordance with the Regulations.

"BABs Interest Subsidy Payments" means any payments to be received by the City from the U.S. Department of the Treasury under Section 54AA or Section 6431 of the Internal Revenue Code of 1986, as amended, in connection with the payments of interest on System Revenue Bonds.

"Bond Debt Service" means the amount of the principal of and interest due on the Bonds on the date of calculation required in this Ordinance.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

"Bonds" means the Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021, authorized and issued under this Ordinance.

"Closing Date" means the date of the initial issuance and delivery of the Bonds.

"Construction Fund" means the Construction Fund established by Section 4 of the Escrow Agreement.

"Consultant" means the Consulting Engineer, a registered municipal advisor, an independent certified public accountant or a firm of independent certified public accountants.

"Consulting Engineer" means each independent engineer or engineering firm with experience in designing and constructing wastewater treatment, sanitary sewerage, water pollution control facilities and retained by the City.

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

"Current Expenses" means all reasonable and necessary expenses of ownership, operation, maintenance and repair of the System and keeping the System in good repair and working order, determined in accordance with accounting principles generally accepted in the United States of America, including current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Administrative Fee, paying agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, obligations (other than for borrowed money or for rents payable under financing leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, obligations incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the ownership and operation of the System, but excluding interest paid on, and swap, hedge or other interest-like payments made with respect to, System Revenue Bonds and System Special Obligation Bonds, depreciation, amortization and other noncash charges (including payments into the Depreciation and Replacement Account), and all general administrative expenses of the City not related to the operation of the System.

"Debt Service Fund" means the Debt Service Fund established by Section 4 of the Escrow Agreement.

"Defeasance Securities" means:

(a) Federal Securities;

(b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge Bonds pursuant to Article X will cause the discharged Bonds to be rated in the highest long-term category by the Rating Agency; or

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

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

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

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

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

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

"Escrow Agreement" means the Escrow Trust Agreement between the City and the Paying Agent, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

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

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

"Interest Payment Date" means each January 1 and July 1, commencing July 1, 2021.

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

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

"Net Revenues" means Revenues less Current Expenses.

"Operation and Maintenance Account" means the fund or account designated as such and created or ratified by Section 401.

"Ordinance" means this Ordinance as from time to time amended in accordance with its terms.

"Outstanding" means, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

(1) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(2) Bonds for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 1001;

(3) Bonds in exchange for which, or in lieu of which, other Bonds have been registered and delivered pursuant to this Ordinance; and

(4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

"Owner" means DNR or any assignee, successor or transferee of DNR under the Direct Loan Program or the SRF Leveraged Program.

"Paying Agent" means UMB Bank, N.A., the paying agent and escrow agent, and its successors and assigns acting at any time as Paying Agent and Escrow Agent under this Ordinance and the Escrow Agreement.

"Principal Payment Date" means each January 1 and July 1, commencing January 1, 2022, and any date on which the Bonds are optionally redeemed in accordance with Section 301.

"Purchase Agreement" means the Purchase Agreement between the City and DNR, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

"Purchase Price Installment" means the amount paid by DNR from time to time in accordance with Section 3.3 of the Purchase Agreement and deposited in the Construction Fund or otherwise in accordance with Section 403.

"Quarterly Payment Date" means each March 15, June 15, September 15 and December 15, commencing March 15, 2021.

"Rating Agency" means Moody's Investors Service, Inc. or S&P Global Ratings, a division of S&P Global Inc., and their respective successors.

"Record Date" means the 25th day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date.

"Repayment Fund" means the fund designated as such and established by Section 4 of the Escrow Agreement. The Repayment Fund does not constitute part of the Direct Loan Program.

"Revenue Fund" means the fund or account designated as such and created or ratified by Section 401.

"Revenues" means all income and revenues derived by the City from the System, including investment and rental income, net proceeds from business interruption insurance, sales tax revenues and/or other moneys that have been annually appropriated by the City or that are limited solely to the payment of improvements to or expenses of the System, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds and System Special Obligation Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition of investments or fixed or capital assets not in the ordinary course of business.

"SRF Leveraged Program" means the Missouri Leveraged State Drinking Water Revolving Fund Program and the Missouri Leveraged State Water Pollution Control Revolving Fund Program.

"SRF Leveraged Program Bonds" means any bonds of the City issued in connection with the City's participation in the SRF Leveraged Program.

"SRF Subsidy" means the amount of investment earnings that will accrue on the Reserve Account during each Fiscal Year (taking into account scheduled transfers from the Reserve Account that will occur upon the payment of principal on Authority Program Bonds and assuming that the construction for the applicable project has been completed), if the balance in the Reserve Account is equal to the Reserve Percentage of the principal amount of the SRF Leveraged Program Bonds outstanding, the Reserve Account is invested in an investment agreement at a fixed rate during the calculation period and earnings are reduced by the Administrative Fee payable to DNR. "Administrative Fee," "Reserve Account" and "Reserve Percentage" as used in this definition have the respective meanings set forth in the bond indentures for the applicable Authority Program Bonds.

"State" means the State of Missouri.

"Stated Maturity" means January 1, 2041, the final maturity date of the Bonds.

"Subsidy Payments" means funds received (or with respect to Section 801(a)(2)(B) funds that are reasonably expected to be received) by the City that either (a) must be used or (b) have been used (or with respect to Section 801(a)(2)(B) are reasonably expected to be used) to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments would include, but are not limited to, BABs Interest Subsidy Payments, SRF Subsidy and other payments received by the City through a federal or State program.

"Surplus Account" means the fund or account created or ratified in Section 401.

"System Special Obligation Bonds" means, collectively, the Bonds, the Outstanding System Special Obligation Bonds and all other revenue bonds or obligations issued by or on behalf of the City to improve the System and payable solely from funds annually appropriated by the City from sources available for such purpose including, but not limited to, Net Revenues following all required payments and deposits related to System Revenue Bonds.

"System Revenue Bonds" means any revenue bonds or obligations issued by or on behalf of the City are payable solely from, and secured by a priority pledge of, the Net Revenues.

"User Charge Ordinance" means Article VI of Chapter 120 of the Code of the City of Springfield, Missouri, as amended, supplemented or replaced.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The Bonds are authorized and directed to be issued in the Maximum Principal Amount subject to the terms and for the purposes of this Ordinance. Upon the Completion of Funding pursuant to the Purchase Agreement, the principal amount of the Bonds issued under this Ordinance will be the Cumulative Principal Amount Outstanding as of the Completion of Funding plus the principal amount previously redeemed pursuant to Article III.

Section 202. Security for Bonds.

(a) The Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be deposited in the applicable account of the Repayment Fund. The obligation of the City to make payments into the Repayment Fund and any other obligations of the City to make payments under this Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (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. It is anticipated that the Bonds will be paid from Net Revenues appropriated by the City following all required payments and deposits related to any outstanding System Revenue Bonds.

(b) The Governing Body hereby directs that, subject to subsection (a) above, the City Manager, the Director of Finance 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 a request for an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, to fund the Depreciation and Replacement Account, to make required deposits to the Administrative Expense Fund and to make all other payments as required in this Ordinance and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of appropriated moneys to pay debt service on the Bonds, to fund the Depreciation and Replacement Account, to make required deposits to the Administrative Expense Fund and to make all other payments as required in this Ordinance. The City shall promptly deliver to the Owner a copy of its annual budget pursuant to Section 704. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the Bonds.

Section 203. Description of Bonds. The Bonds consist of fully-registered bonds numbered from R-1 consecutively upward, in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof. The Bonds will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bonds are dated as of the Closing Date. The Bonds will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III).

The Bonds will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date and the date of receipt of each Purchase Price Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on Schedule A to a Bond) or from the most recent Interest Payment Date to which interest has been paid or provided for. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date.

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

Section 205. Method and Place of Payment of Bonds.

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

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

(c) Payments of principal on the Bonds pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

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

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

Section 206. Registration, Transfer and Exchange of Bonds.

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

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

All Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

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

(d) The City and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effective to satisfy and discharge the City's liability for payment of the Bond to the extent of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any notice to the contrary.

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

Section 207. Execution, Authentication and Delivery of Bonds.

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

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

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

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

(a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss or theft of any Bond, and (ii) there is delivered to the City and the Paying Agent security or indemnity as

required by them, in the absence of notice to the City or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the City will execute and the Paying Agent will register and deliver, in exchange for or in lieu of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If the Bond has become or is about to become due, the City may pay the Bond instead of issuing a new Bond.

(b) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed and any other expenses (including the fees and expenses of the Paying Agent) connected with the issuance of the Bond.

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

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

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

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

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

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

ARTICLE III

REDEMPTION OF BONDS

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

Section 302. Mandatory Redemption Provisions.

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

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

Section 303. Revisions to Exhibit B; Selection of Bonds Upon Partial Redemption.

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

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

Section 304. Notice and Effect of Call for Redemption.

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

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

(1) the redemption date,

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

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, if any, Stated Maturity and, in the case of partial redemption of any Bond, the respective principal amounts of the Bonds to be redeemed,

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

(5) the address of the principal office of the Paying Agent where the Bonds must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bonds or portions to be redeemed will become due and payable on the redemption date at the redemption price specified in the notice. From and after the redemption date (unless the City defaults in the payment of the redemption price), the called Bonds will cease to bear interest. Upon the surrender of Bonds for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owners.

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Ratification and Establishment of Funds and Accounts.

(a) The following separate funds and accounts are created in, or ratified by, this Ordinance and/or the Outstanding System Special Obligation Bond Ordinance:

(1) Sewerage System Revenue Account (the “Revenue Fund”);

(2) Sewerage System Operation and Maintenance Account (the “Operation and Maintenance Account”);

(3A) Principal Account, the Interest Account and the Debt Service Account established under the Series 2002 Bond Ordinance (the “Series 2002 Bond Debt Service Account”);

(3B) Principal Account, the Interest Account, State Match Portion Debt Service Account and the Leveraged Portion Debt Service Account established under the Series 2005 Bond Ordinance (the “Series 2005 Bond Debt Service Account”);

(3C) Principal Account, the Interest Account, State Match Portion Debt Service Account and the Leveraged Portion Debt Service Account established under the Series 2007 Bond Ordinance (the “Series 2007 Bond Debt Service Account”);

(3D) Principal Account, the Interest Account and the Debt Service Fund established under the Series 2010 Bond Ordinance (the "Series 2010 Bond Debt Service Account");

(3E) Debt Service Fund established under the Series 2012 Bond Ordinance (the "Series 2012 Bond Debt Service Account");

(3F) Debt Service Fund established under the Series 2015 Bond Ordinance (the "Series 2015 Bond Debt Service Account" and together with the Series 2002 Bond Debt Service Account, the Series 2005 Bond Debt Service Account, the Series 2007 Bond Debt Service Account, the Series 2010 Bond Debt Service Account and the Series 2012 Bond Debt Service Account, the "Outstanding System Bond Debt Service Account");

(4A) Reserve Account established under the Series 2002 Bond Ordinance (the "Series 2002 Bond Reserve Account");

(4B) Reserve Account established under the Series 2005 Bond Ordinance (the "Series 2005 Bond Reserve Account");

(4C) Reserve Account established under the Series 2007 Bond Ordinance (the "Series 2007 Bond Reserve Account" and together with the Series 2002 Bond Reserve Account and the Series 2005 Bond Reserve Account, the "Outstanding System Bond Reserve Account");

(5) Sewerage System Depreciation and Replacement Account (the "Depreciation and Replacement Account"); and

(6) Sewerage System Surplus Account (the "Surplus Account").

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

(1) the Debt Service Fund;

(2) the Construction Fund;

(3) the Repayment Fund, consisting of the Principal Account and the Interest Account; and

(4) the Administrative Expense Fund.

Section 402. Administration of Funds and Accounts. The funds and accounts described in Section 401(a)(1), (2), (5) and (6) will be maintained and administered by the City under this Ordinance and the Outstanding System Special Obligation Bond Ordinance while any of the Bonds and the Outstanding System Special Obligation Bonds are outstanding. The funds and accounts described in Section 401(a)(3A) through (3F) and (4A) through (4C) will be maintained and administered by or on behalf of the City while the applicable series of Outstanding System Special Obligation Bonds are outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bonds are Outstanding.

Section 403. Deposits and Application of Bond Proceeds.

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

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

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

ARTICLE V

APPLICATION OF REVENUES

Section 501. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds and so long as any of the Bonds remain outstanding and unpaid, all Revenues derived and collected by the City will be deposited into the Revenue Fund when received. The Revenues will be segregated from all other moneys, revenues, funds and accounts of the City. The Revenue Fund will be administered and applied solely for the purposes and in the manner provided in the Outstanding System Special Obligation Bond Ordinance, this Ordinance and any ordinance with respect to System Revenue Bonds.

Section 502. Application of Moneys in Funds and Accounts.

(a) The City will apply moneys in the Revenue Fund on the dates, in the amounts and in the order as follows:

(1) *Operation and Maintenance Account.* On the first day of each month, to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the month, which amount shall include, subject to annual appropriation, (i) on the dates required by the Outstanding System Special Obligation Bond Ordinance, the amounts required to pay the fees described in the Outstanding System Special Obligation Bond Ordinance, if any, and (ii) on the dates required by Section 211, transfers to the Paying Agent for further deposit to the Administrative Expense Fund, the amounts required to pay the Administrative Fee and the Paying Agent's Fees and expenses;

(2) *Payments Required for System Revenue Bonds*. On the dates required under any ordinance authorizing the issuance of the System Revenue Bonds, to the debt service fund or account, the debt service reserve fund or account and other funds and

accounts established or ratified under said ordinance, the amounts as required by said ordinance; and

(3) *Surplus Account*. At the times required under the any ordinance authorizing the issuance of the System Revenue Bonds or, so long as there are no System Revenue Bonds outstanding, on each Quarterly Payment Date, the remaining balance to the Surplus Account. Moneys in the Surplus Account are to be expended, subject to Section 502(c), for any lawful purpose in connection with the operation of the System and benefiting the System as determined by the Governing Body including, but not limited to, the following payments that have been duly appropriated by the City with respect to the Bonds, the Outstanding System Special Obligation Bonds and other System Special Obligation Bonds, together with other legally available funds appropriated by the City for such purpose:

(i) *Repayment Fund and Outstanding System Bond Debt Service Account.* At the times required under the Outstanding System Special Obligation Bond Ordinance, to the Outstanding System Bond Debt Service Account the amount required thereunder and, by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Interest Account and the Principal Account of the Repayment Fund:

(A) to the Interest Account of the Repayment Fund, on March 15, 2021, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bonds on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bonds on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

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

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

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

(B) to the Principal Account of the Repayment Fund, on September 15, 2021, and on each Quarterly Payment Date thereafter, 1/2

of the principal due on the Bonds on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption. If the Initiation of Operations specified in the certificate delivered by the City under Section 3.5 of the Purchase Agreement is earlier than the expected Initiation of Operations, (i) the first quarterly installment of principal of the Bonds will be paid no later than the Quarterly Payment Date that is not more than 12 months after the Initiation of Operations, and (ii) on the Quarterly Payment Date that is not more than 20 years after the Initiation of Operations, all remaining unpaid principal installments of the Bonds will be paid;

(ii) *Debt Service Reserve Account*. After payments and credits required at the time to be made under the provisions of paragraph (i) of this subsection have been made, there shall next be paid and credited to the Outstanding System Bond Reserve Account and any debt service reserve fund or account for any System Special Obligation Bonds issued by the City in the amounts and at the times required under the Outstanding System Special Obligation Bond Ordinance and any other ordinance authorizing the issuance of the System Special Obligation Bonds; and

(iii) *Depreciation and Replacement Account*. After all payments and credits required at the time to be made under the provisions of paragraphs (i) and (ii) of this subsection have been made, there shall next be paid and credited to the Depreciation and Replacement Account the sum of $38,521.00 each month, commencing on the first day of the month following the issuance of the Bonds. Except as provided in Section 503, moneys in the Depreciation and Replacement Account shall be expended and used by the City solely for the purpose of making replacements and repairs in and to the System as set forth in the replacement schedule included in the User Charge Ordinance and as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof. The amounts required to be paid and credited to the Depreciation and Replacement Account shall be exclusive of any amounts at the time required to be paid and credited to the Account under the provisions of the Outstanding System Special Obligation Bond Ordinance.

(b) All amounts paid and credited to the Operation and Maintenance Account will be expended solely for the purpose of paying the Current Expenses of the System.

(c) No moneys derived by the City from the System will be diverted to the general governmental or municipal functions of the City.

(d) If the deposits to the Operation and Maintenance Account (the "OM Deposits") required under this Section are greater than the OM Deposits required in the User Charge Ordinance, the OM Deposits under the User Charge Ordinance will be deemed a credit toward OM Deposits required under this Section. If the OM Deposits required under this Section are less than those required in the User Charge Ordinance, OM Deposits under this Section will be deemed a credit to OM Deposits required under the User Charge Ordinance.

Section 503. Deficiency of Payments into Funds and Accounts. Subject to the priority of payments to be made with respect to any System Revenue Bonds to the extent necessary to prevent a default in the payment thereof, if the moneys in the Outstanding System Bond Debt

Service Account, the Outstanding System Bond Reserve Account, the Principal Account or the Interest Account are not sufficient to pay the principal of and interest on the Outstanding System Special Obligation Bonds and the Bonds as and when the same become due, the City will apply moneys in the Surplus Account and the Depreciation and Replacement Account, subject to annual appropriation, on a proportionate basis (based upon the outstanding principal amounts of the Bonds and the Outstanding System Special Obligation Bonds) to the Outstanding System Bond Debt Service Account, the Principal Account and the Interest Account to prevent any default in the payment of the principal of and interest on the Outstanding System Special Obligation Bonds and the Bonds.

Section 504. Transfer of Funds to Paying Agent. The Director of Finance is authorized and directed to make the payments to the Principal Account and the Interest Account as provided in Section 502, and, to the extent necessary to prevent a default in the payment of the Bonds, from the Surplus Account and from the Depreciation and Replacement Account as provided in Sections 502 and 503, sums sufficient to pay the Bonds when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bonds are due. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 505. Business Days. If any date for the payment of principal of, or redemption premium, if any, 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 with the same force and effect as if made on the date fixed for payment or performance.

ARTICLE VI

INVESTMENT OF MONEYS

Section 601. Investment of Moneys.

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

(b) While any of the Outstanding System Special Obligation Bonds are outstanding, any investments made pursuant to this Section are subject to the applicable restrictions in the Outstanding System Special Obligation Bond Ordinance.

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

Section 701. Efficient and Economical Operation; User Charge Ordinance. The City will continuously own and will operate the System in an efficient and economical manner and will keep and maintain the System in good repair and working order. The City has duly approved the User Charge Ordinance and will enforce the provisions thereof.

Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds and System Special Obligation Bonds at the time outstanding, provided that (i) interest on any System Revenue Bonds and System Special Obligation Bonds will be reduced by Subsidy Payments, if any, and (ii) principal and/or interest on any System Revenue Bonds and System Special Obligation Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds or any System Special Obligation Bonds during the calculation period; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. Each Fiscal Year, the City shall review the rates, fees and charges for the use and services furnished by or through the System and revise such rates, fees and charges as necessary to ensure that the System generates Net Revenues sufficient to meet the requirements of this Section. The enforceability of this Section shall be subject to annual appropriation by the City of amounts sufficient to pay debt service on the Bonds as provided in Section 202.

Section 703. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the income and revenues derived by the City from the System are insufficient to pay the reasonable expenses of operation and maintenance of the System and the principal of and interest on the Bonds when due, the City will pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services or other facilities furnished to the City or any of its departments by the System.

Section 704. Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year to be prepared and filed with the City Clerk. The City Clerk, within 30 days after the end of the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 705. Annual Audit.

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

public accountants employed for that purpose and paid from the Revenues. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year.

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

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

(d) The City acknowledges its undertakings set forth in Section 2.1(v) of the Purchase Agreement.

Section 706. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System, including all extensions and improvements thereto, now or hereafter imposed upon the City by the constitution and laws of the State and by the provisions of this Ordinance.

ARTICLE VIII

ADDITIONAL BONDS

Section 801. Additional Bonds or Obligations.

(a) Neither the City, nor any entity controlled by or affiliated with the City, will issue any System Revenue Bonds or System Special Obligation Bonds unless the following conditions are met:

(1) the City is not in default in the payment of principal or interest on the Bonds, any System Revenue Bonds or any System Special Obligation Bonds or in making any deposit into the funds and accounts under this Ordinance or any ordinance authorizing the issuance of System Revenue Bonds or System Special Obligation Bonds; and

(2) with respect to the issuance of any System Revenue Bonds, the City provides to the Owner a certificate showing either of the following:

(A) the average annual Net Revenues as set forth in the two most recent annual audits for Fiscal Years preceding the issuance of additional bonds, are at least 110% of the average annual debt service on the System Revenue Bonds and System Special Obligation Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in all succeeding Fiscal Years. Interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on

any System Revenue Bonds or any System Special Obligation Bonds during the calculation period. If the City has made any increase in rates for the use and services of the System and the increase has not been in effect during all of the two Fiscal Years for which annual audits are available, the City may add to the audited Net Revenues the additional Net Revenues that would have resulted if the rate increase had been in effect for the entire period, as certified by a Consultant; or

(B) the estimated average annual Net Revenues for the two Fiscal Years immediately following the issuance of the additional bonds or, if improvements are to be made to the System with the proceeds of the additional bonds, for the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual debt service on the System Revenue Bonds and System Special Obligation Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in succeeding Fiscal Years following the commencement of commercial operation of the improvements. Interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds or any System Special Obligation Bonds during the calculation period. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation; and

(3) with respect to the issuance of any System Special Obligation Bonds, the City has obtained the prior written consent of the Authority and the Owner.

(b) If the conditions set forth in this Section are satisfied, the City may, subject to the priority of payments to be made with respect to any System Revenue Bonds, (i) issue additional System Revenue Bonds or System Special Obligation Bonds to be paid from the Net Revenues, (ii) make provision for paying the additional System Revenue Bonds or System Special Obligation Bonds from the Revenue Fund, and (iii) secure the additional System Revenue Bonds or System Special Obligation Bonds by funding reasonable System debt service accounts and debt service reserve accounts from the Net Revenues.

Section 802. Refunding Bonds. The City may, without complying with the provisions of Section 801, refund any of the Bonds in a manner that provides net present value debt service savings to the City.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. If (a) the City defaults in the payment of the principal of or interest on any of the Bonds, or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Constitution or statutes of the State, the Purchase Agreement or the Escrow Agreement and default continues for a period of 60 days after written notice specifying the non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 902. Remedies.

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

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

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

(3) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the Bonds.

(b) Any amounts paid on the Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Section 903. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 904. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bonds will be restored to their former positions and rights under this Ordinance.

Section 905. No Obligation to Appropriate Moneys or to Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to appropriate moneys for the payment of the Bonds or to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bonds.

ARTICLE X

DEFEASANCE

Section 1001. Defeasance. When any or all of the principal of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and all other rights granted hereby shall terminate with respect to the principal of the Bonds or scheduled interest payments thereon so paid and discharged. Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have been deposited with the Paying Agent, or other bank or trust company located in the State of Missouri, having full trust powers and meeting the requirements of a successor Paying Agent (as set forth in the Escrow Agreement) impressed with a first lien to the Paying Agent for the benefit of the Owners, at or prior to Stated Maturity or redemption date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds and interest to accrue to the Stated Maturity or date of redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bonds shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bonds; and provided further, however, there shall be filed with the City, the Owner and the Paying Agent (1) an opinion of Bond Counsel to the effect that the conditions for the defeasance of the Bonds pursuant to this Section have been complied with and (2) if the interest on the Defeasance Escrow is to be used to pay debt service on the Bonds at their Stated Maturity or upon redemption, the written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XI

AMENDMENTS

Section 1101. Amendments.

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

(b) No amendment will be effective until (i) the City has delivered to the Owners and the Paying Agent an opinion of Bond Counsel stating that the amendment is permitted by this Ordinance and the Act, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Further Authority. The officers of the City, including the Mayor, City Manager and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1202. Budget Adjustment for Fiscal Year Ending June 30, 2021; Accounting.

(a) The City's budget for the Fiscal Year ending June 30, 2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 55, a copy of which is attached as Exhibit E. The Governing Body finds that the budget adjustment made in this Section has been recommended by the City Manager and further finds that an emergency exists and the budget adjustment herein made is necessary to meet the pressing need for payment of current expenses of the City government.

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

Section 1203. Electronic Transactions. The transactions described in this Ordinance and the Bonds may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1204. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

Section 1205. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1206. Declaration of Emergency; Effective Date. The City Council finds and declares that this Ordinance constitutes an emergency because it pertains to the payment of current expenses of the City. Therefore, this Ordinance is in full force and effect from and after its passage.

Passed at meeting:_____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form: _____, Assistant City Attorney

Approved for Council Action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-032

FILED: 02-02-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Authorizing the issuance of, not to exceed $15,010,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021 of the City of Springfield, Missouri, for the purpose of extending and improving the City's sewerage system; amending the Fiscal Year 2020-2021 budget of the City in the amount of $15,010,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

BACKGROUND AND REMARKS:

1. Council Resolution 10488, passed December 16, 2019, authorized the City Manager, or his designee, to apply for State Revolving Fund (SRF) loans up to $20,000,000 from the Missouri Department of Natural Resources (MDNR), for the purpose of funding wastewater infrastructure projects required by the Amended Consent Judgement and approved Overflow Control Plan (OCP).

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

3. The City has been notified that they have been awarded an SRF loan, which will provide the City with a source of low-interest funds to complete several projects that were identified in the OCP approved by City Council in Special Ordinance No. 26494, December 15, 2014.

4. The loan will be repaid through sewer rate fee collection. Provisions of repayment of loans and bonds was incorporated and anticipated in the establishment of the current sewer rate structure.

5. Projects to be completed with these funds include the Group 5 Public Sewer Rehabilitation Project, authorized by Council Bill 2020-083, and future projects such as Municipal Grouting. These projects will enhance the City's wastewater collection system to further minimize capacity-related sewer overflows which occur in response to heavy rains. These projects are required according to the terms of the City's Amended Consent Judgment.

6. A budget adjustment of $15,010,000 is requested to appropriate the SRF loan proceeds for funding the projects noted above and any related issuance or other financing costs.

RECOMMENDATIONS: Environmental Services recommends passage of this Council Bill and budget adjustment.

Recommended by:

Ron Petering
Assistant Director Environmental Services

Submitted by:

Errin Kemper
Director Environmental Services

Approved by:

Jason Gage
City Manager

EXHIBIT A

FORM OF BOND

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

Registered
No. R-_____

Registered
Not to exceed $_____

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI

SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

Closing Date	Interest Rate	Stated Maturity

REGISTERED OWNER: [MISSOURI DEPARTMENT OF NATURAL RESOURCES]

PRINCIPAL AMOUNT: NOT TO EXCEED _____ DOLLARS

The CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule city and political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing July 1, 2021 (each an "Interest Payment Date"), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB Bank, N.A., St. Louis, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated "Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021" (the "Bonds"), issued by the City for the purpose of extending and improving the sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with the City's Charter, the Constitution and laws of the State of Missouri and an ordinance duly passed by the governing body of the City (the "Ordinance").

At the option of the City, the Bonds may be called for redemption and payment prior to maturity in whole or in part as provided in the Ordinance, with the prior written consent of the Owners.

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

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

The Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be deposited in the applicable account of the Repayment Fund. The obligation of the City to make payments into the Repayment Fund and any other obligations of the City to make payments under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year plus (2) any unencumbered balances for previous years. It is anticipated that the Bonds will be paid from Net Revenues appropriated by the City following all required payments and deposits related to any outstanding System Revenue Bonds.

Under the conditions set forth in the Ordinance, the City has the right to issue additional bonds payable from the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City covenants with the Owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance, and the City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce Revenues sufficient to pay the operation and maintenance costs of the System, pay the principal of and interest on the Bonds and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the agreements made by the City with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for

the Bonds, the rights, duties and obligations of the City with respect to the Bonds, and the rights of the Owners.

The Bonds are issuable in the form of fully-registered Bonds in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

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

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection, segregation and application of the income and revenues of the System as provided in the Ordinance.

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

(SEAL) CITY OF SPRINGFIELD, MISSOURI

ATTEST:

_____ By _____

City Clerk Mayor

CERTIFICATE OF AUTHENTICATION

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

Registration Date: _____

UMB BANK, N.A., Paying Agent

By _____
Authorized Signatory

RECORD OF PRINCIPAL PAYMENTS AND PREPAYMENTS

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

ASSIGNMENT

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

_____

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

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

Dated: _____.

_____

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

Medallion Signature Guarantee:

SCHEDULE A

CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

CUMULATIVE PRINCIPAL AMOUNT OUTSTANDING

Date[1]	Purchase Price Installment	Principal Amount Redeemed[2]	Cumulative Principal Amount Outstanding	Authorized Signatory of Paying Agent

(1) Date constitutes date of registration with respect to such portion of the Bond.
(2) Commencing with first Principal Payment Date if prior to Completion of Funding.

EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

Redemption Date	Principal Amount	Redemption Date	Principal Amount
January 1, 2022	$329,000	July 1, 2031	$383,000
July 1, 2022	332,000	January 1, 2032	386,000
January 1, 2023	335,000	July 1, 2032	389,000
July 1, 2023	337,000	January 1, 2033	393,000
January 1, 2024	340,000	July 1, 2033	396,000
July 1, 2024	343,000	January 1, 2034	399,000
January 1, 2025	346,000	July 1, 2034	402,000
July 1, 2025	348,000	January 1, 2035	405,000
January 1, 2026	351,000	July 1, 2035	409,000
July 1, 2026	354,000	January 1, 2036	412,000
January 1, 2027	357,000	July 1, 2036	415,000
July 1, 2027	360,000	January 1, 2037	418,000
January 1, 2028	363,000	July 1, 2037	422,000
July 1, 2028	365,000	January 1, 2038	425,000
January 1, 2029	368,000	July 1, 2038	429,000
July 1, 2029	371,000	January 1, 2039	432,000
January 1, 2030	374,000	July 1, 2039	435,000
July 1, 2030	377,000	January 1, 2040	439,000
January 1, 2031	380,000	July 1, 2040	442,000
		January 1, 2041†	449,000

†Maturity

Exhibit C

GILMORE & BELL, P.C.
DRAFT – JANUARY 15, 2021
FOR DISCUSSION PURPOSES ONLY

PURCHASE AGREEMENT

Dated as of February 1, 2021

by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF SPRINGFIELD, MISSOURI

relating to

NOT TO EXCEED $15,010,000
SPECIAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

OF THE

CITY OF SPRINGFIELD, MISSOURI

PURCHASE AGREEMENT

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of February 1, 2021, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns ("DNR"), and the CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the "Participant"). Terms not otherwise defined in the Recitals or Section 1 of this Agreement have the meanings set forth in the below-defined Ordinance.

RECITALS

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

2. The Commission has approved a loan to the Participant to be made by DNR pursuant to this Agreement (the "Loan").

3. DNR and the Participant have entered into this Agreement for the purposes of providing financing for improvements to certain publicly owned wastewater treatment facilities (the "Project" as further described in this Agreement) and setting forth their covenants and agreements respecting the application of the net proceeds of the Loan to finance the Project under the Direct Loan Program.

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

5. As a condition to the execution and delivery of this Agreement, DNR has required that the Participant enter into the Escrow Agreement dated as of February 1, 2021 (the "Escrow Agreement"), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the "Paying Agent").

6. The Participant has passed the User Charge Ordinance (as further defined below), the form of which has been reviewed and approved by DNR.

AGREEMENT

ARTICLE I

DEFINITIONS

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

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

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

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

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

"Bonds" means the Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021, issued by the Participant pursuant to the Ordinance.

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

"Closing Date" means the date of the initial issuance and delivery of the Bonds.

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

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

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

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

"EPA" means the Environmental Protection Agency.

"Escrow Agreement" means the Escrow Trust Agreement dated as of February 1, 2021, between the Participant and the Paying Agent, as supplemented, modified or amended in accordance with its terms.

"Event of Default" means an "Event of Default" as defined in Article VII.

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

"Fiscal Year" means the fiscal year of the Participant, currently July 1 to June 30.

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

"Ineligible Costs" means Project Costs that are not Eligible Costs.

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

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

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

"Master Trust Agreement" means the Amended and Restated Master Trust Agreement dated as of as of December 1, 2020, between the Authority (as defined in Section 5.1) and the Master Trustee, as amended, supplemented or restated from time to time.

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

"Master Trust Bonds Expense" means the amount of $90,060.00, included in the amount deposited on the Closing Date in the Administrative Expense Fund.

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

"Maximum Principal Amount" means $15,010,000.

"Ordinance" means the Ordinance of the Participant, passed on [**February 22, 2021**], authorizing the issuance of the Bonds, as supplemented, modified or amended in accordance with its terms.

"Project" means the acquisition, construction, improvement and equipping of certain wastewater facilities of the Participant further described as follows:

> The Project includes Public Sewer Rehabilitation and Inflow and Infiltration Reduction: Project Group numbers 5, 6, and 7 rehabilitation work are characterized as Cured in Place Pipe lining. The Project also includes all changes approved in writing by the Participant and DNR.

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

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

Event	Projected Date (month/year)
Advertising for bids	February 2020
Bid opening	March 2020
Construction contract executed	July 2020
Initiation of Operations	July 2021
Construction completion	July 2023
Project completion	July 2023

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

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

"State" means the State of Missouri.

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

"User Charge Ordinance" means Article VI of Chapter 120 of the Code of the City of Springfield, Missouri, as amended, supplemented or replaced.

Section 1.2 Interpretation.

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

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

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

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

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

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

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

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

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

Section 1.3 DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement (other than the execution of this Agreement and any amendments hereto) will be executed by the Director, Financial Assistance Center, Water Protection Program ("WPP") of DNR or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent.

ARTICLE II

REPRESENTATIONS AND COVENANTS

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

(a) Organization and Authority.

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

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

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

(iv) This Agreement, the Bonds, the Ordinance, the User Charge Ordinance and all other ordinances of the Participant authorizing the Participant to undertake and complete the Project have been duly authorized, executed and delivered by the Participant, and constitute the legal, valid and binding obligations of the Participant enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

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

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

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

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

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

(g) Source for Repayment. The Participant has established a dedicated revenue source for the repayment of the Loan, subject to annual appropriation by the Governing Body of the Participant. The dedicated source of revenue includes a system of service rates, fees and charges or other sources of revenue established under the Ordinance and the User Charge Ordinance for such purpose.

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

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

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

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

(j) Bid Solicitations. Executive Order 12549 – Debarment and Suspension establishes procedures that require EPA to deny any individual, organization, or unit of government the opportunity to participate in federally-assisted programs because of misconduct or poor performance. All records from Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application (ORCA) - and the Excluded Parties List System (EPLS), active or expired, were moved to the federal System for Award Management (SAM) e-procurement system. The Participant can search these records and filter the results. The following paragraph must be included in the Instructions to Bidders:

"The Code of Federal Regulations at Title 2, Part 180, prohibits participation in EPA funded contracts by persons excluded or disqualified from doing business with the federal government. Bidders are responsible for advising the Owner if they are excluded or disqualified, and to check whether subcontractors they intend to use are excluded or disqualified. All tiers of subcontractors have the same responsibility to notify the one for which they are providing services if they are excluded or disqualified, and to check the status of any subcontractors they intend to use. Status can be checked on the System for Award Management (SAM) located on the Internet at https://www.sam.gov/SAM/. All subcontracts at any tier should include this language."

The Participant acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in the termination of the Participant's participation in the Direct Loan Program and may also result in suspension or debarment under the Regulations. The Participant will obtain the written approval of DNR before advertising for bids.

(k) Buy American Iron and Steel Products. In accordance with Sec. 608.(a) of the Federal Water Pollution Control Act, the Participant assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the Project that are produced in the United States of America in a manner consistent with the United States' obligations under international agreements. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The Participant understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608.(d) of the Federal Water Pollution Control Act.

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

(m) Disadvantaged Business Enterprises ("DBEs").

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

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

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

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

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

(2) The "six good faith efforts" are:

(A) ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this includes placing DBEs on solicitation lists and soliciting them whenever they are potential sources;

(B) make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements

permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date;

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

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

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

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

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

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

(o) Contract Award. The Participant, with the prior written concurrence of DNR, awarded the construction contract or contracts for the Project to the lowest responsive and responsible bidder.

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

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

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

(q) Requests for Funding; Use of Proceeds. The Participant will request the funding of Purchase Price Installments to pay Eligible Costs in accordance with this Agreement to the extent the sum of Purchase Price Installments and Costs of Issuance has not exceeded the Maximum Principal Amount, in

order to provide for the prompt payment of the contractors. The Participant will apply the Disbursements to finance a portion of the Project Costs, and, where applicable, to reimburse the Participant for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement from moneys held in the Construction Fund and is eligible for reimbursement pursuant to the Regulations. All costs will be Eligible Costs that DNR is authorized to finance pursuant to the Federal Act and the Regulations.

(r) Notice of Completion. The Participant will provide written notice of the Initiation of Operations and the completion of construction of the Project to DNR within 45 days after the occurrence of each of these events.

(s) Compliance Certification. This paragraph is applicable if DNR notifies the Participant in writing that the actions described in this paragraph are required. On the first anniversary of the Initiation of Operations, the Participant will certify to DNR whether the Project meets the Project performance standards. Any statement of noncompliance must be accompanied by a corrective action report containing an analysis of the cause of the Project's failure to meet performance standards, the actions necessary to bring it into compliance and a projected date for positive certification of the Project. Timely corrective action will be implemented by the Participant.

(t) Retention of Project Records. The Participant will retain all Project records in accordance with Section 5.12 of this Agreement and Chapter 109 of the Revised Statutes of Missouri, as amended.

(u) Operations and Maintenance of System; User Charge Ordinance. The Participant will, in accordance with prudent wastewater collection and treatment utility practice,

(i) at all times operate the System in an efficient manner,

(ii) maintain the System in good repair, working order and operating condition over the structural and design life of the System,

(iii) implement the User Charge Ordinance as approved by DNR prior to the Initiation of Operations and for the term of the Loan, and

(iv) in accordance with 10 CSR 20-9.020(2) of the Regulations, provide a certified operator for the life of the System.

(v) Records and Accounts; Audits.

(i) The Participant will keep accurate records and accounts for the System (the "System Records") separate and distinct from its other records and accounts (the "General Accounts"). The System Records and General Accounts will be available for inspection by DNR at any reasonable time.

(ii) The Participant will maintain the System Records in accordance with accounting principles generally accepted in the United States of America as codified in the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards (Codification)*.

(A) The Participant will use the accrual or modified accrual basis of accounting (in order to provide an effective measure of costs and expenditures) for the System Records.

(B) The Participant may use an accounting method other than accounting principles generally accepted in the United States of America for its General Accounts.

(iii) Promptly after the end of each Fiscal Year, the Participant will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues pursuant to the Ordinance. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year. So long as the Loan is outstanding, within 180 days after the end of the Participant's Fiscal Year, a copy of the audit will be delivered (via regular mail or electronically) to DNR. If audited financial statements are not available by the time required pursuant to this Section, the Participant shall notify DNR in writing of the delay with the expected date of completion.

(iv) If notified by DNR, the Participant will comply with OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), governing the audit of state and local governments, as determined by the EPA's Guidance Letter dated December 24, 2014, if the Participant expends during any Fiscal Year an aggregate amount of $750,000 or more of federal assistance (1) under the SRF Leveraged Program and the Direct Loan Program and (2) from other federal sources.

(A) A copy of the Participant's annual audit, including the written comments and recommendations of the Participant's auditor, will be furnished to DNR within the time period provided in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance).

(B) The amount of federal assistance to the Participant under the SRF Leveraged Program and Direct Loan Program for each Fiscal Year will be identified in each payment review letter transmitted to the Participant by DNR.

(v) In accordance with, and subject to the requirements of, Section 29.235 of the Revised Statutes of Missouri, as amended, the Participant will (A) make available to the State auditor, or his or her designee, all books, accounts, records, reports, vouchers and other documents relating to the Project and the Loan and (B) permit the examination and inspection of all property, equipment and facilities constituting the Project.

(w) Inspections; Information. The Participant will permit the EPA, the Paying Agent, DNR and any party designated by DNR to examine, visit and inspect the Project at any reasonable time and to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply such reports and information as the EPA, the Paying Agent and DNR may reasonably require.

(x) Insurance. The Participant will carry and maintain the amount of all risk insurance on the properties and operations of the System as would be carried by similar municipal operators of wastewater collection and treatment facilities, insofar as the properties are insurable at a commercially reasonable cost.

(y) Notice of Material Adverse Change. The Participant will promptly notify DNR of any material and adverse change in the activities, prospects or condition (financial or otherwise) of the System or in the ability of the Participant to make the Bond Payments and otherwise observe and perform its agreements under this Agreement.

(z) Completion Required Without Regard to Sufficiency of Loan. Subject to the provisions of the Ordinance, the Participant agrees to complete the Project whether or not the proceeds from the Loan are sufficient to complete the Project.

(aa) Signage. The Participant agrees to comply with the Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, issued by EPA and dated June 3, 2015.

Section 2.2 Representations of DNR. DNR represents as follows:

(a) DNR is a department of the State and a governmental instrumentality duly organized and existing under the laws of the State with lawful power and authority to enter into this Agreement acting by and through its duly authorized officers.

(b) DNR is the State's administrative body responsible for the enforcement of the Federal Act and Chapter 644 of the Revised Statutes of Missouri, as amended, and is responsible for the management of the Direct Loan Program. DNR will comply with the terms and conditions of its agreements with EPA applicable to the Direct Loan Program.

(c) DNR commits to fund the Loan from the following sources (provided DNR may modify the sources if DNR has the legal authority to commit the replacement sources to the funding of the Loan):

(i) Capitalization Grant Agreement dated September 16, 2020, identification number CS-29000125-0; and

(ii) The Water and Wastewater Loan Revolving Fund.

(d) The execution, delivery and performance of this Agreement by DNR will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or agreement or other instrument to which DNR is a party or by which it or any of its property is bound or any applicable law, rule or regulation.

ARTICLE III

EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement. Simultaneously with the execution of this Agreement, the Participant will deliver the following:

(a) to DNR and the Paying Agent, a certified copy of the Ordinance and the minutes (or an excerpt thereof) of the meeting of the Participant's Governing Body showing the passage of the Ordinance;

(b) to the Paying Agent, the executed Bonds in the maximum principal amount of $15,010,000, to be held by the Paying Agent in trust on behalf of the Owner;

(c) to DNR and the Paying Agent, an executed counterpart of this Agreement and the Escrow Agreement;

(d) to DNR and the Paying Agent, a certificate of the Participant executed by the Authorized Representative in form and substance satisfactory to DNR; and

(e) to DNR and the Paying Agent, a signed copy of the opinion of Bond Counsel to the Participant to the effect that the execution and delivery of this Agreement, the Escrow Agreement, and the Bonds have been duly authorized by the Participant in accordance with the Act; this Agreement, the Escrow Agreement and the Bonds have been duly and validly executed and delivered by the Participant and constitute valid and binding obligations of the Participant enforceable in accordance with their terms; and the Bonds are valid and binding special, limited obligations of the Participant payable solely from annual appropriations of funds by the City for such purpose; and . In rendering the foregoing opinion, Bond Counsel may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles.

Section 3.2 Maximum Principal Amount of Loan. Subject to the provisions of this Agreement, DNR will make the Loan in installments to the Participant in the maximum aggregate principal amount of $15,010,000 to pay Eligible Costs of the Project and to pay Costs of Issuance. The Maximum Principal Amount may be reduced without revision of any other terms, provisions or conditions of this Agreement to reflect reductions in the estimated or actual total Eligible Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Loan is evidenced by the Bonds.

Section 3.3 Funding of Purchase Price Installments and Disbursements.

(a) DNR will fund Purchase Price Installments and moneys will be disbursed from the Construction Fund to the Participant only once each calendar month in accordance with this Section and the Escrow Agreement. DNR will not fund a Purchase Price Installment in the months of June and December after the date that is two Business Days prior to the 15th calendar day of those months, unless (i) the Participant has made special arrangements with DNR and the Paying Agent to assure that interest on the Bonds payable on the following Interest Payment Date will be calculated and payment received by the Paying Agent not less than two Business Days prior to the Interest Payment Date, and (ii) DNR and the Paying Agent have agreed to the special arrangements, in their sole discretion.

(b) The Participant will deliver, by overnight delivery or regular mail service, a completed Requisition to DNR. The Requisition must be executed by the Authorized Representative, set forth the amounts due and payable to the payees identified in signed invoices or statements attached to the Requisition submitted to DNR, and contain any additional information requested by DNR. The execution and delivery of a Requisition will constitute a representation by the Participant that, to the best of its knowledge, the amounts for which a Requisition is submitted are due and payable and constitute Eligible Costs and/or Costs of Issuance. Notwithstanding any provision herein to the contrary, no Requisition is required for the initial Purchase Price Installment to pay Costs of Issuance.

(c) DNR will use its best efforts to review a Requisition within ten Business Days after its receipt to determine if any Project Costs are Ineligible Costs. This determination will be conclusive, unless determined otherwise by EPA in its annual oversight reviews. DNR will notify the Paying Agent of DNR's approval of the Requisition in whole or in part by transmitting to the Paying Agent the approved Requisition by facsimile transmission. The approved Requisition will not be accompanied by applicable vouchers and statements. DNR will not approve any Requisition upon an Event of Default by the Participant or the issuance of a stop-work order by EPA or DNR.

(d) Upon DNR's approval of a Requisition, DNR will fund a Purchase Price Installment of the Bonds in an amount equal to the Actual Reimbursement Amount by electronic transfer of funds to the Paying Agent for deposit by the Paying Agent in the Construction Fund.

(e) Subject to Section 7 of the Escrow Agreement, the Paying Agent will pay the Actual Reimbursement Amount to the Participant within two Business Days after the Paying Agent's receipt of the approved Requisition.

Section 3.4 Completion of Project and Initiation of Operations. The completion of the Project shall be evidenced to the Paying Agent and DNR by a certificate signed by the Authorized Representative stating (a) that the Project has been completed in accordance with the plans and specifications therefor, (b) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Participant, (c) the date of the Initiation of Operations, and (d) that the Project meets National Pollution Discharge Elimination System ("NPDES") permit limits, if applicable. The Participant's certificate must be accompanied by a certification by the Consulting Engineer that the Project was constructed in accordance with the approved plans and specifications and, if applicable, meets NPDES permit limits. The Participant's certificate may state that it is given without prejudice as to any rights of the Participant against third parties that exist as of the date of the certificate or that may subsequently come into being.

Section 3.5 Completion of Funding.

(a) The Completion of Funding will be the date of a certificate signed by the Authorized Representative stating that no further funding of Purchase Price Installments will be requested by the Participant and delivered to the Paying Agent and DNR. DNR may direct the Participant to sign and deliver a Completion of Funding certificate in appropriate circumstances. Appropriate circumstances include, but are not limited, to the following:

(i) the Participant appears to have satisfied or is in a position to satisfy the conditions set forth in Section 3.4 for completion of the Project and/or has filed the certificate described in Section 3.4 but has not filed the Completion of Funding certificate in a timely manner;

(ii) the Participant has not submitted a Requisition for a significant period of time or otherwise demonstrated that the Participant is proceeding with due diligence to complete the Project; or

(iii) Completion of Funding has not occurred by the third anniversary of the Closing Date, unless the Participant, by written request to DNR, requests an extension and establishes to the satisfaction of DNR that Completion of Funding will occur within a reasonable period thereafter.

(b) Within 10 Business Days after the Participant has delivered the Completion of Funding certificate, DNR will provide a final debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance.

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments.

(a) The Participant will repay the Loan by making the Bond Payments in accordance with the Ordinance.

(b) The Participant represents that the first scheduled principal payment of the Bonds is prior to the first anniversary of the expected Initiation of Operations.

Section 4.2 Additional Payments. The Participant will pay the Administrative Fee and the Paying Agent's fees and expenses pursuant to Section 211 of the Ordinance.

Section 4.3 Loan Prepayment. The Participant may prepay the Loan by complying with the redemption provisions for the Bonds as set forth in the Ordinance. The Participant will be responsible for the payment of any professional costs, fees and expenses incurred in connection with the prepayment of the Loan pursuant to Section 301 of the Ordinance.

Section 4.4 Disposition of Remaining Moneys. Upon the payment in full of the Bonds and the payment of the Administrative Fee, the Paying Agent's Fee and expenses and the extraordinary fees and expenses of the Paying Agent, if any, the Paying Agent will disburse the moneys and Investment Securities remaining in the Repayment Fund to the Participant.

ARTICLE V

TAX REPRESENTATIONS AND COVENANTS

Section 5.1 Meaning of Words and Terms. Words and phrases used in this Article generally have the meanings assigned in §§ 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), in the applicable regulations and rulings issued by the U.S. Treasury Department (the "Treasury Regulations"), and in Article I. In addition to words and terms defined in this Agreement, the following words and terms used in this Article have the following meanings:

"Annual Compliance Checklist" means a questionnaire and/or checklist that is completed each year for the Bonds by the Participant, as set forth in the Tax Compliance Procedure, initially in the form set forth in Exhibit C, executed by the Participant Bond Compliance Officer.

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

"Authority Bond Compliance Officer" means the Deputy Director of the Authority or any successor officer tasked with post-issuance compliance duties pursuant to the Tax Compliance Procedure.

"Bond Transcript" means the "transcript of proceedings" or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Bonds.

"Bond Year" means each one-year period (or shorter period for the first Bond Year) ending July 1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Final Written Allocation" means the Final Written Allocation of Bond proceeds prepared pursuant to Section 5.9.

"Financed Facility" means the portion of the Project consisting of property financed or refinanced with the proceeds of the Bonds as described in this Agreement. If there is more than one "Project" described in the definition of "Project" in Article I, for this Article V "Financed Facility" means the Bond-financed portion of each "Project" described in Article I.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, gross proceeds of the Bonds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"Issue Date" means the date of issuance of the Bonds, which is the first date that the sum of the initial Purchase Price Installment and subsequent Purchase Price Installments is greater than $50,000.

"Measurement Period" means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (i) the final maturity date of the Bonds or (ii) the expected economic useful life of the property.

"Non-Qualified User" means a person other than a Qualified User.

"Opinion of Bond Counsel" means the written opinion of a firm of nationally recognized Bond Counsel acceptable to the Authority 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.

"Participant Bond Compliance Officer" means the Participant's Director of Finance or any successor to the duties of such official.

"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 of the Bonds after the Issue Date.

"Qualified User" means a State, territory, a possession of the United States of America, the District of Columbia, or any political subdivision thereof or any instrumentality of such unit. The term "Qualified User" does not include the United States of America or any agency or instrumentality thereof.

"Tax Compliance Procedure" means the Authority's State Revolving Funds Programs Tax Compliance Procedure dated as of July 25, 2013, attached as Exhibit D, as amended and supplemented from time to time.

Section 5.2 General. The Bonds are being issued for the purpose of providing funds to pay the costs of the Financed Facility. The Participant acknowledges that the investment and expenditure of proceeds of the Bonds are primarily within its control and that substantially all of the net proceeds of the Bonds will be used to finance property that is owned and controlled by the Participant. For these reasons, the Participant acknowledges and agrees that, in order to induce DNR to provide favorable financing through the Direct Loan Program by the purchase of the Bonds and the Authority to issue its Master Trust Bonds from time to time, the Participant makes the representations and covenants related to the Post-Issuance Tax Requirements as set forth in this Article V for the benefit of DNR and the Authority.

Section 5.3 Authority and Purpose for Bonds. The Bonds are being issued for the purpose of providing funds to pay the costs of the Financed Facility.

Section 5.4 Proceeds of Bonds. The total maximum proceeds to be received by the Participant from the sale of the Bonds will be $15,010,000, funded in installments, as follows: (i) the initial Purchase Price Installment paid to the Paying Agent on the Closing Date in the amount of $121,060.00, and (ii) the balance funded from time to time pursuant to this Agreement and deposited in the Construction Fund in accordance with the Escrow Agreement. The Participant expects to request the funding of additional Purchase Price Installments on the dates and in the amounts as set forth in the Participant's due diligence request form or related documents filed with DNR.

Section 5.5 Governmental Bond Tests and Related Requirements.

(a) *General*. The Participant will not use any portion of the Bond proceeds, including any Investment earnings on Bond proceeds, directly or indirectly, nor permit the use of any portion of the Financed Facility, in a manner that would cause any Bond to be a "private activity bond" as defined in Code § 141.

(b) *Use of Financed Facility*. The Bond proceeds will be used to finance or refinance the Financed Facility. Throughout the Measurement Period, all property comprising the Financed Facility will be owned by the Participant. Not more than 10% of the proceeds of the Bonds will be used in a manner that constitutes a "private business use" during the Measurement Period. In making the foregoing representations, the Participant acknowledges that (i) use of the property comprising the Financed Facility is determined annually throughout the Measurement Period; (ii) the use of the Financed Facility is treated as the direct use of proceeds of the Bonds; (iii) the term "private business use" generally means ownership or lease by, or other use in the trade or business of, a Non-Qualified User; (iv) any activity carried on by a Non-Qualified User other than a natural person is treated as a trade or business; (v) the Financed Facility is treated as being used for a private business use if it is leased to a Non-Qualified User and subleased to a Qualified User, or leased to a Qualified User and then subleased to a Non-Qualified User, if the Non-Qualified User's use is in a trade or business; and (vi) in most cases, use of the Financed Facility constitutes private business use only if a Non-Qualified User has special legal entitlements to use the Financed Facility under an arrangement with the Participant.

(c) *Private Security or Payment*. The payment of principal and interest on the Bonds will not be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Participant in respect of property or borrowed money) used or to be used for a private business use.

For purposes of the foregoing, taxes of general application are not treated as a private payment or as private security so long as no taxpayer enters into any "impermissible agreement" with respect to the collection or payment of the tax as described in Treasury Regulations § 1.141-4(e)(4)(ii). The Participant will use revenues derived from the operation of the Financed Facility to pay the debt service on the Bonds. All revenues will be derived from rates, fees and charges that are generally applicable and uniformly applied, and that do not convey priority rights or other preferential benefits for use of the Financed Facility.

(d) *No Private Loan.* No proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User. Special assessments may be used as a source of repayment of the Bonds so long as the assessments meet the criteria set out in Treasury Regulations § 1.141-5(d).

(e) *No Federal Guarantees*. The Participant will not take any action or permit any action to be taken that would cause the Bonds to be "federally guaranteed" within the meaning of Code § 149(b).

(f) *Management Contracts*. The Participant has not entered into any "Management Contract" (as defined below) with any Non-Qualified User and will not enter into or renew any Management Contract with any Non-Qualified User without first obtaining an Opinion of Bond Counsel, addressed to the Participant and the Owner, that the Management Contract will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. The term "Management Contract" is defined in Treasury Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the Financed Facility or any portion thereof. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as management contracts.

(g) *Leases*. The Participant has not entered into any lease with a Non-Qualified User and will not enter into or renew a lease of all or any portion of the Financed Facility with any Non-Qualified User, without first obtaining an Opinion of Bond Counsel, addressed to the Participant and the Owner, that such lease will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. Use of portions of the Financed Facility by members of the general public on a short-term basis in the ordinary course of the Participant's operation of the Financed Facility is disregarded.

Section 5.6 Sinking Funds. The Participant is required under the Ordinance to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. The Participant will deposit these payments with the Paying Agent into the Principal Account and the Interest Account of the Repayment Fund held by the Paying Agent. Except for the Principal Account and the Interest Account and the Debt Service Fund, the Participant has not established, and does not expect to establish, any sinking fund or other similar fund expected to be used directly or indirectly to pay principal of or interest on the Bonds. The Repayment Fund and the Debt Service Fund are used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year and the Participant expects that the Repayment Fund and the Debt Service Fund will each qualify as a "bona fide debt service fund," as that term is defined in the Treasury Regulations.

Section 5.7 No Replacement 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 have been or will be used to acquire higher yielding Investments. Except for the Principal Account and the Interest Account of the Repayment Fund and the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Participant encounters financial difficulty.

Section 5.8 Reimbursement of Expenditures. The Ordinance, adopted on [**February 22, 2021**] by the Participant's Governing Body, constitutes the expression of the Participant's intent to borrow to finance costs of the Financed Facility for the Participant (the "Reimbursement Action"). A copy of the Reimbursement Action is contained in the Bond Transcript.

Section 5.9 Final Written Allocation. The Participant agrees that its file of all Requisitions and supporting invoices provided to DNR pursuant to Article III will constitute the Participant's Final Written Allocation of the application of proceeds of the Bonds to the Financed Facility. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised Final Written Allocation to DNR if the revised Final Written Allocation is accompanied by an Opinion of Bond Counsel.

However, no revised Final Written Allocation will be made more than 18 months following the later of (a) the date of the expenditure or (b) the date the Financed Facility was placed in service, unless an Opinion of Bond Counsel is delivered to DNR.

Section 5.10 Hedge Bonds. The Participant expects that at least 85% of the net sale proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date.

Section 5.11 Post-Issuance Compliance with Federal Tax Matters. The Participant shall complete the Annual Compliance Checklist and deliver the Annual Compliance Checklist to the Authority Bond Compliance Officer in accordance with the Tax Compliance Procedure. To the extent within its power and control, the Participant will take all action requested in writing by the Authority Bond Compliance Officer that is necessary to cause the interest on the Master Trust Bonds to remain excludable from gross income for federal income tax purposes.

Section 5.12 Records.

(a) The Participant recognizes that (i) investors purchase the Master Trust Bonds with the expectation that interest on the Master Trust Bonds is and will remain excludable from gross income for federal income tax purposes, (ii) the tax-exempt status of interest on the Master Trust Bonds depends in part on the accuracy of the Participant's representations and the satisfaction of the Participant's agreements contained in this Article, many of which relate to matters that will occur after the Issue Date, and (iii) as part of its ongoing tax-exempt bond audit program the Internal Revenue Service requires that records be created and maintained with respect to the following matters:

(1) documentation evidencing the expenditure of the Bonds in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure;

(2) documentation evidencing the use of the Financed Facility by public and private persons (for example, copies of management contracts or leases); and

(3) documentation evidencing all sources of payment or security for the Bonds.

(b) The Participant has procedures in place or will establish procedures to create and retain these records. Unless otherwise specifically instructed in a written Opinion of Bond Counsel, the Participant will retain and maintain these records related to the Post-Issuance Tax Requirements until three years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records that indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Participant, and (5) not be subject to any agreement that would limit the ability of the Internal Revenue Service to access and use the electronic storage system on the Participant's premises.

ARTICLE VI

ASSIGNMENTS

Section 6.1 Assignment by DNR. The Participant acknowledges that DNR may assign the Bonds and its right, title and interest in this Agreement, in whole or in part, including the right to receive Bond Payments from the Participant, to the Authority or a bond trustee under the SRF Leveraged Program, to secure Master Trust Bonds or otherwise.

Section 6.2 Assignment by the Participant.

(a) The Participant may sell, lease, mortgage or otherwise dispose of the Project or any material part with an original value greater than $5,000 if it is replaced by other similar property of at least equal value or, if it ceases to be necessary for the efficient operation of the Project or the System, with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the Project to a municipality, a county, a public sewer district, a public water supply district, a political subdivision of the State, an instrumentality of the State, or a combination of the same, the Participant will apply the proceeds to either (i) the redemption of Bonds in accordance with the provisions governing redemption of the Bonds in advance of maturity, or (ii) replacement of the property sold, leased, mortgaged or disposed of by other property the revenues of which are incorporated into the System. In the event of sale, lease or other disposition of the Project to any other entity, the Participant will provide for the full redemption of the Bonds (regardless of the amount of the disposition proceeds). If the Bonds are required to be redeemed as provided above, the proceeds of the sale, lease, mortgage or other disposition will be deposited into a separate escrow account to be established by the Participant with the Paying Agent pursuant to the defeasance provisions of the Ordinance or as otherwise directed in writing by DNR. The Participant may cease to operate, abandon or otherwise dispose of any property that has become obsolete, unproductive or otherwise unusable to the advantage of the Participant.

(b) The provisions of paragraph (a) will not prohibit, restrain or restrict any sale, lease or other disposition of any portion of the Project that has not been financed with Disbursements, if DNR and the Paying Agent have received an opinion of Bond Counsel, in form and substance satisfactory to them, that, if the portion of the System has been financed by an obligation of the Participant payable out of the Revenues, the obligation is permitted under the provisions of the Ordinance.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default. Any of the following events will be an "Event of Default" under this Agreement:

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due;

(b) failure by the Participant to observe and perform any agreement under this Agreement or the Ordinance, other than as referred to in paragraph (a) of this Section, and the continuation of the failure for a period of 30 days after written notice is given pursuant to Section 7.2. If the failure stated in the notice is correctable but cannot be corrected within the applicable period and corrective action is instituted and diligently pursued by the Participant, DNR may not unreasonably withhold its consent to an extension to the date that is 90 days after the delivery of the original notice;

(c) any representation made by or on behalf of the Participant in this Agreement, the Ordinance, the Participant's due diligence request form provided to DNR or in any instrument furnished in compliance with or with respect to this Agreement, is determined by DNR to be false or misleading in any material respect;

(d) a petition is filed by or against the Participant under any federal or state bankruptcy or insolvency law or other similar law, unless any petition filed against the Participant is dismissed within 30 days after filing and the dismissal is final and not subject to appeal; and

(e) the Participant generally fails to pay its debts as they become due.

Section 7.2 Notice of Default. The Participant will give DNR and the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in Section 7.1(d) or (e) and of the occurrence of any other event or condition that, with the passage of time or the giving of notice, would constitute an Event of Default. Telephonic notice will be immediately followed by written notice of the Event of Default. Notice of default given to the Participant will specify the event or condition, state that the event or condition constitutes an Event of Default if not remedied, and request that the event or condition be remedied. Except as provided in the first sentence of this Section, notice will be given in the manner provided in Section 8.4.

Section 7.3 Remedies on Default. Whenever an Event of Default has occurred and is continuing, DNR will have the right to take whatever action at law or in equity as provided in Sections 901 and 902 of the Ordinance, subject to the provisions of Section 202 of the Ordinance, and as otherwise provided by law, including, to the extent permitted by law, pursuant to Section 644.125 of the Revised Statutes of Missouri, as amended.

Section 7.4 Attorneys' Fees and Other Expenses.

(a) Upon (i) an Event of Default or (ii) the occurrence and continuance of any event that, with the giving of notice, lapse of time, or both, would constitute an Event of Default, the Participant, on demand, will pay to the Paying Agent and DNR the reasonable fees and expenses of attorneys and other reasonable costs and expenses (including the reasonably allocated costs of in-house counsel and legal staff) incurred by the Paying Agent and DNR in the collection of Bond Payments or the enforcement of any agreements of the Participant.

(b) Prior to incurring any fees, costs and expenses pursuant to this Section, the Paying Agent and DNR will provide written notice to the Participant that it intends to incur fees, costs and expenses. Failure by the Paying Agent or DNR to give the notice will not affect the Paying Agent's or DNR's right to receive payment for attorneys' fees and expenses under this Section 7.4. Upon request by the Participant, the Paying Agent and DNR will provide the Participant with copies of statements evidencing the fees, costs and expenses for which the Paying Agent or DNR is requesting payment. The statements may be edited to maintain the attorney-client privilege.

Section 7.5 Application of Moneys. Any moneys collected by the Paying Agent and DNR under Section 7.3 will be applied first, to pay interest on the Bonds then due and payable, second, to pay principal on the Bonds then due and payable, third, to pay the fees, costs and expenses owed by the Participant under Section 7.4, and fourth, to pay any other amounts due and payable under this Agreement.

Section 7.6 No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to DNR or the Paying Agent is intended to be exclusive and every remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to

exercise any right, remedy or power accruing upon any Event of Default will impair any right, remedy or power or will be construed as a waiver. Any right, remedy or power may be exercised from time to time and as often as may be deemed expedient. Neither the Paying Agent nor DNR are required to give notice to the Participant in advance of the exercise of any right, remedy or power reserved to them in this Article, except as expressly provided in this Article.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Continuing Disclosure.

(a) For purposes of this Section 8.1, the following terms have the following meanings, in addition to capitalized terms defined elsewhere in this Agreement and the Ordinance:

"Beneficial Owner" means any registered owner of Master Trust Bonds and any other person who, directly or indirectly, has the investment power with respect to any Master Trust Bonds.

"Dissemination Agent" means the Master Trustee.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided, however, the term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Material Participant" means, subject to Section 8.1(d), the Participant if it has been provided written notice by the Authority or the Master Trustee that it has outstanding bonds purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds outstanding in the aggregate principal amount equal to 10% or more of the aggregate principal amount of all Master Trust Bonds outstanding as of December 1 of each year or to be outstanding upon the issuance of a series of Master Trust Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) If the Participant is notified by the Authority or the Master Trustee that the Participant is a Material Participant, the Participant will comply with the provisions of this Section 8.1.

(i) The Material Participant will furnish to the Master Trustee (or provide written confirmation to the Master Trustee that such information has been filed with the MSRB, through EMMA):

(A) within 30 days after notification that it is a Material Participant, a copy of its most recent financial statements prepared in accordance with accounting principles

generally accepted in the United States of America and audited by its independent auditors, and the operating data of the Material Participant, through the previous fiscal year, in substantially the scope and form contained in an appendix to the official statement with respect to a series of Master Trust Bonds; and

(B) within 270 days after the close of the fiscal year of the Material Participant following notification that it is a Material Participant and each subsequent fiscal year, a copy of the financial statements of the Material Participant prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors (or if not available as of that date, the unaudited financial statements of the Material Participant and, as soon thereafter as available, the audited financial statements of the Material Participant), and the operating data of the Material Participant, updated for the fiscal year then ended, in substantially the scope and form contained in an appendix to the official statement with respect to a series of Master Trust Bonds.

(ii) Any of the financial information or operating data required by this paragraph (b) may be incorporated by reference from other documents, including official statements of the Material Participant's debt issues that have been filed with the MSRB, through EMMA, or the Securities and Exchange Commission, and in the case of a final official statement, that is available from the MSRB. The Material Participant will clearly identify in each annual report submitted to the Master Trustee each document incorporated by reference and the source from which it is available.

(c) No later than 10 Business Days after the occurrence of any of the following events, the Material Participant will disseminate to the Master Trustee and the Authority notice of the occurrence of any of the following events with respect to the Bonds or the System ("Material Events") (or provide written confirmation to the Master Trustee and the Authority that such information has been filed with the MSRB, through EMMA):

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds or Master Trust Bonds, proceeds of which have been allocated to 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 Material Participant;

(13) the consummation of a merger, consolidation, or acquisition involving the System or the sale of all or substantially all of the assets of the System, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional paying agent or the change of name of the paying agent, if material;

(15) incurrence of a Financial Obligation of the Material Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Material Participant, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Material Participant, any of which reflect financial difficulties.

(d) The Material Participant's obligations under paragraphs (b) and (c) of this Agreement, will terminate (i) upon the Material Participant's receipt of a notification from the Authority or the Master Trustee that the Material Participant is no longer a Material Participant or (ii) automatically upon payment in full of all bonds of the Participant purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds.

(e) The sole remedies for a failure to comply with the provisions of this Section 8.1 are specific enforcement or action in mandamus in a court of equity by any Beneficial Owner.

(f) Nothing in this Section prevents the Material Participant from disseminating any additional information, or including any other information in any report or notice made under this Section, in addition to that required by this Section. If the Material Participant chooses to include any information in any report or notice made under this Section in addition to that which is specifically required by this Section, the Material Participant will have no obligation to update the additional information or include it in any future report or notice.

(g) The Participant agrees to cooperate and covenants take all reasonable actions necessary to assist the Authority and DNR, their financial advisors, underwriters and counsel in the preparation of official statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell Master Trust Bonds.

Section 8.2 Effect of Breach. Failure on the part of DNR in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law will not make DNR liable in damages to the Participant or relieve the Participant from making any payment to DNR or fully performing any other agreement under this Agreement. The Participant may

have and pursue any other remedies provided by law for compelling performance by DNR of any agreement of DNR.

Section 8.3 Termination of Agreement. This Agreement will terminate upon the payment in full of the Bonds under the Ordinance and the transfer of balances as set forth in Section 4.3.

Section 8.4 Notices. All notices, filings and other communications will be given by first class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

Participant:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

DNR:

General

Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director, Financial Assistance Center

For Requisitions:

Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Financial Assistance Center

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 8.5 Exculpatory Provision. In exercising powers under this Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

Section 8.6 Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties, subject to the requirements of the Federal Act and regulatory authority of EPA that The Water and Wastewater Loan Fund be operated in a manner that preserves The Water and Wastewater Loan Fund in perpetuity for its designated purposes and to provide necessary and ongoing assistance to communities to attain and maintain compliance with the Federal Act.

Section 8.7 Electronic Transactions. The transactions described in this Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.8 Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 8.10 Applicable Law. This Agreement will be governed exclusively by the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: _____
Authorized Officer

CITY OF SPRINGFIELD, MISSOURI

_____
City Manager

(SEAL)

ATTEST:

_____
City Clerk

Taxpayer Identification No.: 44-6000268

EXHIBIT A

FORM OF REQUISITION

MISSOURI DEPARTMENT OF NATURAL RESOURCES, WATER PROTECTION PROGRAM, FAC REIMBURSEMENT FORM SRF DIRECT LOAN

1. TYPE OF REQUEST: ____ PARTIAL ____ FINAL	3. PAYMENT REQUEST NUMBER: _____ PAGE 1 OF _____
2. PROJECT NUMBER: C295859-01	4. PERIOD COVERED BY THIS REPORT: FROM: _____ TO: _____
5. RECIPIENT ORGANIZATION: CITY OF SPRINGFIELD 840 BOONVILLE AVE SPRINGFIELD, MO 65802	6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR SPRINGFIELD C295859-01 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102

7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.	Current Period	Cumulative	Office Use Only
A.			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
Z. Total from continuation sheet (lines 7.M. - 7.Y.)			
AA. Eligible costs incurred to date			

FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:	BB.
	CC. LESS AMOUNT PREVIOUSLY APPROVED:	CC.
	DD. AMOUNT PAYABLE TO RECIPIENT (ACTUAL REIMBURSEMENT AMOUNT):	DD.

8. CERTIFICATION:			
By signing this reimbursement form, I certify that to the best of my knowledge and belief: 1) Billed costs or disbursements are in accordance with the terms of the project; 2) Payment due represents the amount due which has not been previously requested; 3) An inspection has been performed; and 4) All work is in accordance with the terms of the funding agreement.	**RECIPIENT:**	**SIGNATURE OF AUTHORIZED REPRESENTATIVE:**	
		DATE SIGNED:	**PHONE NUMBER:**
		TYPED OR PRINTED NAME:	
	DNR REVIEWER: Office Use Only	**SIGNATURE OF REVIEW OFFICIAL:**	
		DATE SIGNED:	
		TYPED OR PRINTED NAME AND TITLE:	

DNR-WPP-FAC, SRF

MISSOURI DEPARTMENT OF NATURAL RESOURCES, WATER PROTECTION PROGRAM, FAC
REIMBURSEMENT FORM
SRF DIRECT LOAN
CONTINUATION PAGE

PAGE _____ OF _____

2. PROJECT NUMBER: **C295859-01**	4. PERIOD COVERED BY THIS REPORT: FROM: _____ TO: _____
5. RECIPIENT ORGANIZATION: **CITY OF SPRINGFIELD** **840 BOONVILLE AVE** **SPRINGFIELD, MO 65802**	6. LOAN TRUSTEE: **UMB BANK, NA** **IN TRUST FOR SPRINGFIELD** **2 S. BROADWAY, SUITE 600** **C295859-01** **ST. LOUIS, MO 63102**

7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Number and Name Show construction, engineering, administrative costs, etc.	Current Period	Cumulative	Office Use Only
M.			
N.			
O.			
P.			
Q.			
R.			
S.			
T.			
U.			
V.			
W.			
X.			
Y.			

DNR-WPP-FAC, SRF

EXHIBIT B

FEDERAL REQUIREMENTS[1]

Federal Requirements

- Federal Funding and Accountability and Transparency Act (FFATA): Federal Law - Federal Funding Accountability and Transparency Act enacted 2010.
- Davis-Bacon Act: Act of 1931 applied in 1987-1994, made permanent by the Water Resources Reform and Development Act (WRRDA) of 2014.
- American Iron & Steel.
- Architectural and Engineering Procurement.
- Cost & Effectiveness, Water Resources Reform and Development Act (WRRDA) of 2014: Applies to Clean Water SRF projects only.
- U.S. Environmental Protection Agency Guidance for Enhancing Public Awareness of State Revolving Fund Assistance Agreements (15-02) in 2015.
- Water Systems Assessment, Safe Drinking Water Act Amendments in 2017 Water Infrastructure Improvements for the Nation Act (WIIN): Applies to Drinking Water SRF only.
- Single Audit Act of 1984; Federal Regulation: Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments, State or local government (loan recipients) that expend more than $750,000 of federal funds in a year must complete an organization-wide audit within nine months of the end of the fiscal year.
- Disadvantaged Business Enterprise (DBE), Carried over from the Construction Grants Program U.S. Environmental Protection Agency (40 Congressional Federal Registry Parts 30, 31, 33, 35 and 40).
- National Environmental Policy Act (NEPA) of 1970.
- National Defense Authorization Act, Section 889, Pub. L. 115-232 implemented by 2 CFR 200.216: Prohibits use of federal funds for certain telecommunications and video surveillance services or equipment.

"Super" Cross-Cutters

- Civil Rights Act of 1964, Title VI: Pub. L. 88-352: Prohibits racial discrimination.
- Federal Water Pollution Control Act, 1972 Amendments, Section 13: Pub. L. 92-500: Prohibits discrimination on the basis of sex, racial, or other discrimination in implementing the law.
- Rehabilitation Act of 1973, Section 504: Pub. L. 93-112: Prohibits discrimination against a qualified individual with a physical or mental disability who is otherwise qualified and can perform essential job functions.
- Age Discrimination Act of 1975: Prohibits discrimination based on age.

Environmental Cross Cutters

- Clean Water Act, Titles III, IV and V: Pub. L. 92-500, as amended: Regulates discharges of pollutants into the waters of the United States
- Safe Drinking Water Act: Pub L. 93-523, as amended: Protects public drinking water supplies
- Endangered Species Act: Pub. L. 93-205, as amended: Protects and recovers imperiled species and the ecosystems upon which they depend.
- Fish and Wildlife Coordination Act: Pub. L. 85-624, as amended: Protects fish and wildlife when federal actions result in the control or modification of a natural stream or body of water.
- Magnuson-Stevens Act – Essential Fish Habitat: Pub. L. 94-265: Fosters long-term biological and economic sustainability of our nation's marine fisheries out to 200 nautical miles from shore.

[1] As of November 2020

- Coastal Zone Management Act: Pub. L. 92-583, as amended: Preserve, protect, develop, and where possible, to restore or enhance the resources of the nation's coastal zone.
- Coastal Barrier Resources Act: Pub. L. 97-348: Protects coastal areas that serve as barriers against wind and tidal forces caused by coastal storms, and serve as habitat for aquatic species.
- Wild and Scenic Rivers Act: Pub. L. 90-54: Preserves certain rivers with outstanding natural, cultural, and recreational values in a free-flowing condition.
- Protection of Wetlands Executive Order: Executive Order 11990 as amended by Executive Order 12608: Avoids the long and short-term adverse impacts associated with the destruction or modification of wetlands and to avoid direct or indirect support of new construction in wetlands wherever there is a practicable alternative.
- Clean Air Act: Pub. L. 95-95, as amended: Controls air pollution.
- Migratory Bird Act: 16 U.S. Code § 703: Protects migratory birds
- Floodplain Management, Executive Order 11988, Improve the nation's resilience to flooding and prepare the nation for the impacts of climate change.
- Farmland Protection Policy Act: Pub. L. 97-98: Federal programs are administered to be compatible with programs and policies to protect to protect
- National Historic Preservation Act: Pub. L. 89-655, as amended: Supports historic preservation activities and programs, and includes Section 106, which requires State Tribal and Local Historic Preservation programs be provided the opportunity to comment on undertakings that have an effect on a historic property.
- Archeological and Historic Preservation Act, Pub. L. 93-291, as amended: Provides for the preservation of historical and archeological data (including relics and specimens) which might otherwise be irreparably lost or destroyed as the result of alteration of terrain caused as a result of a federal construction project.
- Environmental Justice Executive Order: Executive Order 12898: Focuses federal attention on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities.

Economic and Other Cross Cutters

- Demonstration Cities and Metropolitan Development Act: Pub. L. 89 -754, as amended and Executive Order 12372: Promotes planning that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons.
- Procurement Prohibition under Clean Air Act and Clean Water Act: Prohibition of Clean Water Act or Clean Air Act with respect to federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738: Federal procurement or procurement with federal grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act.
- Uniform relocation and Real Property Acquisition Policies Act: Pub. L. 91-646, as amended, and 42 U.S.C. § 4601 et seq.: Ensures fair treatment of those displaced by federally funded programs, federally assisted programs or state and local agencies receiving federal funds.
- Drug-Free Workplace Act: Pub. L. 100-690: As a recipient organization, the Department must make an ongoing, good faith effort to maintain a drug-free workplace and identify all known workplaces under its federal awards and maintain records pursuant to Title 2 CFR Part 1536 Subpart B.
- Debarment and Suspension Executive Order 12549: A person who is debarred or suspended is excluded from activities involving federal financial assistance.
- Preservation of Open Competition / Neutrality to Labor Relations on Federal Funded Projects: Executive Order 13202 and 13208: Promotes open competition on Federal and federally funded or assisted construction projects.

- New Restrictions on Lobbying, Section 319 of Pub. L. 101-121: Recipients of federal grants, cooperative agreements, contracts, and loans are prohibited from using federal funds for lobbying.

EXHIBIT C

INITIAL FORM OF ANNUAL COMPLIANCE CHECKLIST

Name of Participant:	City of Springfield, Missouri
Name of bonds ("Bonds") financing the Financed Facility:	Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021
Financed Facility: *[NOTE: Insert definition of "Project" as set forth in the Purchase Agreement, as modified, amended and supplemented]*	
Issue Date of Bonds:	
Placed in service date of the Financed Facility:	
Name of Bond Compliance Officer:	
Fiscal Year covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	Was all of the Financed Facility owned by the Participant during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer? If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No
2 Leases and Other Rights to Possession	During the Annual Period, was any of the Financed Facility or any part thereof leased at any time pursuant to a lease or similar agreement for more than 50 days (for example, an agreement permitting a cell phone tower to be erected on a bond-financed water tower)?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of the Financed Facility? (for example, does a private entity operate the System on behalf of the Participant)	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement? If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and 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 Other Use	Was any agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement? If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and 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

Participant Bond Compliance Officer: _____

Date: _____

EXHIBIT D

AUTHORITY'S TAX COMPLIANCE PROCEDURE

STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY

STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

Dated as of July 25, 2013

STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

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STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

"**Authority Annual Compliance Checklist**" means a questionnaire and/or checklist described in **Section 6.2** and in the form attached as **Exhibit B**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, to be completed each year by the Bond Compliance Officer.

"**Authority**" means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State of Missouri.

"**Bond Compliance Officer**" means the Authority's Deputy Director or, if the position of Deputy Director is vacant, the person filling the responsibilities of the Deputy Director for the Authority.

"**Bond Counsel**" means a law firm selected by the Authority to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Authority on matters referenced in this Compliance Procedure.

"**Bond Restricted Funds**" means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

"**Bond Transcript**" means the "transcript of proceedings" or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

"Clean Water Commission" means the Clean Water Commission of the State of Missouri.

"Clean Water Loan" means a loan made to Clean Water Participants pursuant to the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

"Clean Water Participant" means a Missouri governmental entity that participates in the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

"Clean Water SRF Direct Loan Program" means DNR's State of Missouri Direct Loan Program created in cooperation with the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

"Clean Water SRF Leveraged Loan Program" means the Missouri Leveraged State Clean Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

"Code" means the Internal Revenue Code of 1986, as amended.

"**Compliance Procedure**" means this State Revolving Funds Programs Tax Compliance Procedure.

"**Cost"** or **"Costs**" means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Financed Facility or costs of issuing Tax-Exempt Bonds for a Financed Facility.

"DNR" means the Missouri Department of Natural Resources, a department of the State of Missouri.

"Drinking Water Commission" means the Safe Drinking Water Commission of the State of Missouri.

"Drinking Water Loan" means a loan made to a Drinking Water Participant pursuant to the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

"Drinking Water Participant" means s Missouri governmental entity or nonprofit corporation that participates in the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

"Drinking Water SRF Direct Loan Program" means DNR's State of Missouri Direct Loan Program created in cooperation with the Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

"Drinking Water SRF Leveraged Loan Program" means the Missouri Leveraged State Drinking Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Safe Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

"**Final Written Allocation"** means the Final Written Allocation of Tax-Exempt Bond proceeds pursuant to **Section 7.4** or of Participant Loan proceeds pursuant to **Section 5.3**.

"**Financed Facility**" means that part of a Project Facility treated as financed with proceeds of a Participant Loan as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Trustee, the Authority or the Participant, as the case may be, and the Tax Compliance Agreement for the Tax-Exempt Bonds.

"**Intent Resolution"** means a resolution of the Authority or the Participant stating (1) the intent of the Authority or the Participant to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing, and (3) the intent of the Authority or Participant to reimburse Costs of the Project Facility paid by the Authority or the Participant from proceeds of a Tax-Exempt Bond.

"IRS" means the Internal Revenue Service.

"Participant" means a Clean Water Participant or a Drinking Water Participant.

"Participant Annual Compliance Checklist" means a questionnaire and/or checklist described in **Section 5.4** and in the form attached as **Exhibit C**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, which is completed each year by a Participant.

"Participant Bond Compliance Officer" means the individual officer or employee of the Participant named as the primary individual responsible for post-issuance tax compliance by the Participant in connection with its Participant Loan.

"Participant Closing Certificate" means the closing certificate executed by the Participant in connection with the closing of the Participant Loan.

"Participant Loan" means a Clean Water Loan or a Drinking Water Loan.

"**Placed In Service**" means the date when the Project Facility is substantially complete and in operation at substantially its design level, as determined by the Participant Bond Compliance Officer or, in the absence of appropriate action by the Participant Bond Compliance Officer, by [DNR][the Bond Compliance Officer in consultation with DNR].

"**Project Facility**" means all tangible or intangible property financed in whole or in part with proceeds of a Participant Loan that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within a one-year period of each other.

"**Rebate Analyst**" means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

"Regulations" means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

"Requisition" means a Clean Water Reimbursement Form or Drinking Water Reimbursement Form, submitted by a Participant and approved by DNR for each disbursement of Participant Loan proceeds.

"State Revolving Funds Programs" means, collectively, the Clean Water SRF Direct Loan Program, the Clean Water SRF Leveraged Loan Program, the Drinking Water SRF Direct Loan Program and the Drinking Water SRF Leveraged Loan Program.

"Tax Compliance Agreement" means a Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Authority or the Participant (including Article V or similar article of a Purchase Agreement between the Participant and DNR or Exhibit to a Participant Closing Certificate), setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

"Tax-Exempt Bonds" means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Authority, the proceeds of which are to be loaned or otherwise made available to DNR to finance Participant Loans, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of July 1, 2013, is attached as **Exhibit A**.

"**Tax-Exempt Bond File**" means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

(a) Intent Resolution. (Duplicate Copy Maintained by Bond Compliance Officer)
(b) Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

(c) For each Participant Loan, a Final Written Allocation and/or all available accounting records related to the Financed Facility showing expenditures allocated to the proceeds of the Participant Loan and expenditures (if any) allocated to other sources of funds.

(d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.

(e) Forms 8038-T together with proof of filing and payment of rebate. (Duplicate Copy Maintained by Bond Compliance Officer)

(f) Investment agreement bid documents (unless included in the Bond Transcript) including:

(1) bid solicitation, bid responses, certificate of broker;

(2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and

(3) copies of the investment agreement and any amendments.

(g) Any item required to be maintained by the terms of the Tax Compliance Agreement and Participant's Tax Compliance Agreement involving the use of the Financed Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.

(h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

(i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

(j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP). (Duplicate Copy Maintained by Bond Compliance Officer)

(k) All completed Authority Annual Compliance Checklists and Participant Annual Compliance Checklists and any other questionnaires or correspondence substantiating compliance with the post-issuance tax requirements.

(l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

"Trustee" means the corporate trustee named in a trust indenture or other similar document included in the Bond Transcript for the Tax-Exempt Bonds or the "Paying Agent" within the meaning of the documents executed by a Participant, DNR and the Paying Agent in connection with a Participant Loan made under the Clean Water SRF Direct Loan Program or the Drinking Water SRF Direct Loan Program.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) Authority's Use of Tax-Exempt Bonds. The Authority issues Tax-Exempt Bonds and funds Participant Loans or makes the proceeds available to DNR to fund, or reimburse DNR for funding of, certain Participant Loans, the proceeds of which finance Costs of a Project Facility. The Authority understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Financed Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment,

use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Authority recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Authority Commitment. The Authority is committed to full compliance with the federal tax law requirements for all of its outstanding and future issues of Tax-Exempt Bonds. This Compliance Procedure is adopted by the Authority to comply with IRS directives and to improve federal tax law compliance and documentation. Because each Participant is primarily responsible for the expenditure and investment of proceeds of its Participant Loan and the use of its Project Facility, this Compliance Procedure provides that each Participant will assume substantially all obligations related to post-issuance compliance for its Participant Loan. The Authority will assume responsibility for annually monitoring each Participant's compliance with the post-issuance tax requirements through use of the Participant Annual Compliance Checklists. The Authority will assume responsibility for ensuring compliance with the remaining post-issuance tax requirements for all Tax-Exempt Bonds primarily consisting of compliance with the arbitrage and rebate requirements.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Participant Loans, both currently outstanding and issued in the future, and all Tax-Exempt Bonds, both currently outstanding and issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement or any specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Authority or a Participant in the Tax Compliance Agreement will be noted by the Bond Compliance Officer and incorporated into the Authority Annual Compliance Checklist and/or the Participant Annual Compliance Checklist.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Authority. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Authority.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with the Participants through each Participant Bond Compliance Officer, DNR and the Trustee to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Participants, DNR, Bond Counsel, legal counsel to the Authority, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Authority as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training.

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Authority under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Authority.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Authority will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance Procedure to ensure the Authority's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV

COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

Section 4.1. Participant Loans Covered by Article IV Procedures. This **Article IV** applies to all Participant Loans issued prior to the date of this Compliance Procedure that are currently outstanding.

Section 4.2. Participant Contact. As soon as reasonably practical the Bond Compliance Officer will send to each Participant a copy of the Participant's Tax Compliance Agreement along with a letter reminding the Participant that pursuant to the Participant's Tax Compliance Agreement the Participant is responsible for post-issuance tax compliance related to record keeping, use of Participant Loan proceeds, and use of the Financed Facility.

Section 4.3. Annual Certification From Each Participant. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will request each Participant to confirm annually in writing its compliance with the terms of the Participant's Closing Certificate for the Participant Loan through use of a Participant Annual Compliance Checklist. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant and will retain the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

Section 4.4. Correcting Prior Deficiencies in Compliance. If a Participant informs the Bond Compliance Officer of a deficiency in compliance with Participant's Tax Compliance Agreement for an outstanding Participant Loan allocable to an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary or appropriate, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Director of the Authority and obtaining the approval of the Director and/or the Authority, as deemed appropriate.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

Section 5.1. Application. This **Article V** applies to Participant Loans made on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Participant Loan.

(a) Intent Resolution. Prior to or as a part of the Participant Loan authorization process, the Participant may adopt an Intent Resolution. The Authority expects that Participants will usually adopt an Intent Resolution as part of their election call proceedings.

(b) Participant's Tax Compliance Agreement. For each Participant Loan, a Participant's Tax Compliance Agreement, including covenants related to the Participant's compliance with the post-issuance tax requirements, will be signed by the Participant Bond Compliance Officer or other duly authorized officer of the Participant. The Participant's Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Facility, (2) for new money financings, require the Participant to complete a Final Written Allocation, and (3) contain a form of the Participant Annual Compliance Checklist for the Participant Loan. The Participant Bond Compliance Officer is expected to confer with the Bond Compliance Officer and Bond Counsel or local bond counsel to the Participant regarding the meaning and scope of each representation and covenant contained in the Participant's Tax Compliance Agreement.

(c) Participant Loans; Preliminary Cost Allocations. The Participant Bond Compliance Officer in consultation with DNR, will prepare a preliminary cost allocation plan for the Project Facility to be funded from proceeds of a Participant Loan. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Participant Loan and the portions, if any, expected to be financed from other sources.

Section 5.3. Final Written Allocation of Participant Loan Proceeds. The Participant's Tax Compliance Agreement will include the Participant's agreement that its file of all Requisitions and supporting invoices provided to DNR with respect to the use of Participant Loan proceeds constitutes the Participant's Final Written Allocation of the application of proceeds of the Participant Loan to the Financed Facility. In addition, the Bond Compliance Officer may access DNR's compilation of Requisitions and supporting invoices to document the Participant's Final Written Allocation absent receipt of documentation from the Participant. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised written reimbursement allocation to DNR if the revised allocation is accompanied by an Opinion of Bond Counsel. However, no revised reimbursement allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was Placed In Service, unless an Opinion of Bond Counsel is delivered to DNR and the Authority. For Participant Loans issued only to refund a prior Participant Loan, the Participant Bond Compliance Officer will work with the Bond Compliance Officer or Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Participant Loan and include it as an attachment to the Participant's Tax Compliance Agreement or in the Tax-Exempt Bond File.

Section 5.4. Participant Annual Compliance Checklists; Reviews.

(a) Participant Annual Compliance Checklists. The Participant Bond Compliance Officer will be responsible for assembling and maintaining the information necessary to accurately complete the Participant Annual Compliance Checklist. Each Participant Bond Compliance Officer will be required to

provide a completed Participant Annual Compliance Checklist, together with any supporting documentation, to the Director, Financial Assistance Center of DNR (and subsequently forwarded by the Director to the Bond Compliance Officer) or directly to the Authority.

(b) Review of Participant Annual Compliance Checklist. Each Participant Annual Compliance Checklist will be reviewed by legal counsel to the Participant or the Participant's local bond counsel for sufficiency and compliance with the Participant's Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Participant Bond Compliance Officer will execute the Participant's Annual Compliance Checklist.

ARTICLE VI

COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 6.1. Tax-Exempt Bonds Covered by Article VI Procedures. This **Article VI** applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on **Exhibit A**.

Section 6.2. Tax-Exempt Bond File; Annual Compliance Checklists. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on **Exhibit A**. As soon as practical, the Bond Compliance Officer will complete an Authority Annual Compliance Checklist for each outstanding Tax-Exempt Bond issue. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant. The Bond Compliance Officer will retain the completed Participant Annual Compliance Checklist and Authority Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

Section 6.3. Correcting Prior Deficiencies in Compliance. In the event of a deficiency in compliance with the Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Authority and obtaining its approval.

ARTICLE VII

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BONDS

Section 7.1. Application. This **Article VII** applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 7.2. Prior to Issuance of Tax-Exempt Bonds.

(a) Intent Resolution. The Authority will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of the authorizing resolution, the Authority may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements

of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Authority's costs and expenses incurred to implement this Compliance Procedure. To the extent the Authority relies on or acts at the direction of the Participant, the Tax Compliance Agreement will contain appropriate provision for Authority indemnification by the Participant.

(c) Tax Compliance Agreement. For each Tax-Exempt Bond, the Authority will enter into a Tax Compliance Agreement including covenants related to compliance with the post-issuance tax requirements that will be signed by the Bond Compliance Officer or other duly authorized officer of the Authority. The Tax Compliance Agreement will (1) identify the Participant Loans being financed with proceeds of the Tax-Exempt Bond, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, assure each Participant is required to complete a Final Written Allocation, and (4) contain a form of the Authority Annual Compliance Checklist. The Bond Compliance Officer will review the Authority's Tax Compliance Agreement and, if deemed appropriate, confer with Bond Counsel and the Authority's counsel regarding the meaning and scope of each representation and covenant contained in the Authority's Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each Tax-Exempt Bond issuance, the Bond Compliance Officer will assure a preliminary cost allocation plan is prepared. The preliminary cost allocation plan will identify the Participant Loans or portions thereof to be financed with proceeds of the Tax-Exempt Bonds and the portions of the Participant Loans, if any, expected to be financed from other sources together with the proceeds expected to be used to finance costs of issuing or credit enhancement for the Tax-Exempt Bonds, including funding any reserve funds.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Authority Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

Section 7.3. Accounting and Recordkeeping. The Bond Compliance Officer will assure the accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds is accomplished. The Bond Compliance Officer may use accounts established pursuant to a trust indenture for the Tax-Exempt Bonds to assist it in accounting for the investment and expenditure of Tax-Exempt Bonds. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

Section 7.4. Final Allocation of Bond Proceeds.

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer will assure a written allocation of Tax-Exempt Bond proceeds to Participant Loans and other expenditures is prepared. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Participant Loan proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facilities

have been substantially completed or (3) four and one/half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Participant Bond Compliance Officer will work with the Participants and Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money to Participant Loans and other expenditures. If no special allocation is required or recommended, the Bond Compliance Officer will allocate proceeds of the Tax-Exempt Bonds in accordance with the Authority's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to fund Participant Loans, (2) the percentage of each Participant Loan financed with proceeds of the Tax-Exempt Bonds and (3) any special procedures to be followed in completing the Authority Annual Compliance Checklist.

(c) Finalize Authority Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Authority Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Authority Annual Compliance Checklist.

(d) Review of Final Written Allocation and Authority Annual Compliance Checklist. Each Final Written Allocation and Authority Annual Compliance Checklist will be reviewed by legal counsel to the Authority or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VIII

ONGOING MONITORING PROCEDURES

Section 8.1. Annual Compliance Checklists. Participant Annual Compliance Checklists and the Authority Annual Compliance Checklist are to be completed annually. Each Participant Annual Compliance Checklist and Authority Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Participant's Tax Compliance Agreement, the Authority's Tax Compliance Agreement and this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Financed Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Authority and Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 6.3** to remediate the non-compliance.

Section 8.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and cause the Trustee to provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ADOPTED BY THE AUTHORITY
July 25, 2013

EXHIBIT A TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

LIST OF TAX-EXEMPT BONDS
COVERED BY THIS COMPLIANCE PROCEDURE[2]

Series	Dated Issued	Final Maturity Date	Original Principal Amount	Description
2011A	11/30/2011	1/1/2025	106,830,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2013A	11/26/2013	1/1/2027	101,535,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2015A	2/5/2015	1/1/2036	29,935,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2015B	12/22/2015	7/1/2030	136,105,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2018A	10/18/2018	7/1/2038	31,610,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2020A	3/18/2020	1/1/2024	74,110,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2020B	7/3/2020	7/1/2030	100,760,000	Taxable Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)

[2] Outstanding Bonds as of [**CLOSING DATE**]

EXHIBIT B TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

SAMPLE ANNUAL COMPLIANCE CHECKLIST
(AUTHORITY)

Name of tax-exempt bonds ("Bonds"):	
Issue Date of Bonds:	
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Receipt of Participant Annual Compliance Checklists	Has the Bond Compliance Officer received a completed Participant Annual Compliance Checklist from each Participant for the above referenced Tax-Exempt Bond issue for the Annual Period?	☐ Yes ☐ No
	If the Bond Compliance Officer has not received a completed Participant Annual Compliance Checklist from a Participant, contact the applicable Participant and obtain a completed Participant Annual Compliance Checklist, review the Participant Annual Compliance Checklist for any responses which may raise a question regarding compliance with the Post-Issuance Tax Requirements and include a copy of the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File. If a response from any Participant raises a question regarding compliance with the Post-Issuance Tax Requirements, contact the Authority's legal counsel or Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Participant Final Written Allocation	For each Participant Project that has been Placed In Service, has a Final Written Allocation been completed for the Participant Project?	☐ Yes ☐ No
	If "Yes", include a copy of the final Participant Requisition in the Tax-Exempt Bond File. If "No", contact DNR and the applicable Participant Bond Compliance Officer to prepare a Final Written Allocation for the Participant's Project and include a copy of the final Participant Requisition in the Tax-Exempt Bond File.	
3 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____
Date Completed: _____

EXHIBIT C TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

SAMPLE ANNUAL COMPLIANCE CHECKLIST
(PARTICIPANT)

Name of Participant:	
Name of bonds ("Bonds") financing the Financed Assets:	
Financed Assets: [NOTE: insert Project as defined in Purchase Agreement unless modified during construction]	
Issue Date of Bonds:	
Placed in service date of the Financed Assets:	
Name of Participant Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 **Ownership**	Were all of the Financed Assets owned by the Participant during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

2 **Leases and Other Rights to Possession**	During the Annual Period, were any of the Financed Assets or any part of a Financed Asset leased at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Participant entered into an agreement permitting a cell phone tower on a Bond-financed facility)?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of the Financed Assets? (for example, does a private entity operate the System on behalf of the Participant)	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement? 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 Other Use	Was any agreement entered into with an individual or entity that grants special legal rights to the Financed Asset (e.g., has the Participant entered into a take or pay contract or similar agreement related to output from the Financed Assets)?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement? 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

Participant Bond Compliance Officer: _____
Date: _____

Exhibit D

GILMORE & BELL, P.C.
DRAFT – JANUARY 15, 2021

_____

ESCROW TRUST AGREEMENT

Dated as of February 1, 2021

_____

by and between the

CITY OF SPRINGFIELD, MISSOURI

and

UMB BANK, N.A.,
as paying agent and escrow agent

relating to

NOT TO EXCEED $15,010,000
SPECIAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

OF THE

CITY OF SPRINGFIELD, MISSOURI

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this "Escrow Agreement") is entered into as of February 1, 2021, between the CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the "Participant"), and UMB BANK, N.A., a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out by virtue of the laws of the United States of America, as paying agent and escrow agent (the "Paying Agent"). Terms not otherwise defined in the Recitals or Section 1 of this Escrow Agreement have the meanings set forth in the below-defined Purchase Agreement.

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, the Missouri Department of Natural Resources ("DNR"), in cooperation with the Clean Water Commission of the State of Missouri (the "Commission"), has developed and implemented the State of Missouri Direct Loan Program (the "Direct Loan Program") and has stated its intent to make loans and grants to political subdivisions of the State of Missouri.

2. The Commission has approved a loan to the Participant to be made by DNR pursuant to the below-defined Purchase Agreement (the "Loan").

3. DNR and the Participant have entered into a Purchase Agreement dated as of February 1, 2021 (the "Purchase Agreement") for the purposes of providing financing for improvements to certain publicly-owned wastewater treatment facilities (the "Project" as further described in the Purchase Agreement) and setting forth their covenants and agreements respecting the application of the net proceeds of the Loan to finance the Project and in satisfaction of the obligations of DNR under the Federal Act and EPA guidance to preserve The Water and Wastewater Loan Fund in perpetuity.

4. The Loan will be evidenced by the Bonds of the Participant as further described in the Purchase Agreement.

5. As a condition to the execution and delivery of the Purchase Agreement, DNR has required that the Participant enter into this Escrow Agreement with the Paying Agent.

AGREEMENT

Section 1. Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Escrow Agreement, in the Purchase Agreement and in the Ordinance, capitalized words and terms have the following meanings in this Escrow Agreement:

"Account" means any of the accounts established by Section 4.

"Administrative Expense Fund" means the Fund so designated and established by Section 4. The Administrative Expense Fund does not constitute part of the Direct Loan Program.

"Bonds" means the Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021, issued by the Participant pursuant to the Ordinance.

"Business Day" means any day other than a Saturday, a Sunday or any other day on which banking institutions in the State are either authorized or required to be closed.

"Construction Fund" means the Fund so designated and established by Section 4.

"Debt Service Fund" means the Fund so designated and established by Section 4.

"Fund" means any of the funds established by Section 4.

"Interest Account" means the Interest Account established within the Repayment Fund.

"Paying Agent's Fee" means (i) an initial one-time fee of $1,000 payable on the date of issuance of the Bonds, plus (ii) a semiannual fee of 0.015% of the outstanding principal amount of the Bonds as of the Closing Date and the Business Day preceding each Interest Payment Date (but not less than $525), for the Paying Agent's fees and ordinary expenses (excluding any extraordinary fees and expenses), for services performed as paying agent and escrow agent under this Escrow Agreement and the Ordinance, as applicable. The amount described in clause (ii) is payable semiannually in arrears on each Interest Payment Date.

"Principal Account" means the Principal Account established within the Repayment Fund.

"Quarterly Payment" means each quarterly payment to be made by the Participant to the Paying Agent under Section 502(a)(3)(i) of the Ordinance.

"Repayment Fund" means the Fund so designated and established by Section 4. The Repayment Fund does not constitute part of the Direct Loan Program.

Section 2. DNR Actions. All approvals, notices, consents and other actions of DNR under the Purchase Agreement (other than the execution of the Purchase Agreement and any amendments thereto) will be executed by the Director, Financial Assistance Center, Water Protection Program of DNR or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent.

Section 3. Receipt of Documents. The Paying Agent hereby acknowledges receipt of a certified copy or executed counterpart of each of the Purchase Agreement and the Ordinance. Reference or citation in this Escrow Agreement to any provisions of the Purchase Agreement or the Ordinance will incorporate the same as a part of this Escrow Agreement in the same manner and with the same effect as if they were fully set forth in this Escrow Agreement. On the Closing Date, the Participant will cause the documents described in Section 3.1 of the Purchase Agreement to be delivered to the Paying Agent.

Section 4. Establishment of Funds and Accounts. There are hereby created and established with the Paying Agent the following special and irrevocable separate trust funds and accounts, each of which will be held by the Paying Agent under this Escrow Agreement:

(a) the Debt Service Fund;

(b) the Construction Fund;

(c) the Repayment Fund, consisting of a Principal Account and an Interest Account; and

(d) the Administrative Expense Fund.

Section 5. Deposits of Bond Proceeds.

(a) On the Closing Date, proceeds of the initial Purchase Price Installment in the amount of $121,060.00 will be deposited by the Paying Agent as follows: (i) $0.00 in the Construction Fund, and (ii) $121,060.00 in the Administrative Expense Fund.

(b) Upon receipt, all future Purchase Price Installments received from DNR pursuant to Section 3.3 of the Purchase Agreement will be deposited in the Construction Fund.

Section 6. Debt Service Fund.

(a) There will be deposited in the Debt Service Fund moneys to be transferred from the Construction Fund and the Principal Account and the Interest Account of the Repayment Fund pursuant to Sections 7 and 8 on the dates and in the following order of priority:

(1) First, on each Interest Payment Date, from the Construction Fund the investment earnings on moneys in the Construction Fund;

(2) Second, on each Principal Payment Date, from the Principal Account of the Repayment Fund all moneys in the Principal Account to be applied solely to the payment of the principal component of the Bond Debt Service; and

(3) Third, on each Interest Payment Date, to the extent moneys in the Debt Service Fund are not sufficient to pay the Bond Debt Service, from the Interest Account of the Repayment Fund an amount equal to such deficiency.

(b) Except as provided in (d) below, moneys on deposit in the Debt Service Fund will be applied solely to pay the Bond Debt Service as the same becomes due and payable. On each date fixed for redemption of the Bonds, each Principal Payment Date and each Interest Payment Date, the Paying Agent will remit to the Owner an amount from the Debt Service Fund equal to the Bond Debt Service due and payable on such date.

(c) No later than the 15th day of the month after each Interest Payment Date, the Paying Agent will provide a written notice to the Participant of the amount remaining in the Debt Service Fund and the Interest Account of the Repayment Fund, which will constitute a credit against the Bond Payments in accordance with Section 502(a)(3)(i) of the Ordinance.

(d) Moneys remaining in the Debt Service Fund at the close of business on the date on which the Bonds are paid in full will be transferred to the Participant.

Section 7. Construction Fund.

(a) The Paying Agent will deposit in the Construction Fund the amount specified in Section 5(a)(i) and (b).

(b) Within two Business Days after the deposit of a Purchase Price Installment in the Construction Fund, the Paying Agent will make the Disbursement from the Construction Fund to the Participant.

(c) Investment earnings on moneys held in the Construction Fund will be deposited into the Construction Fund and then transferred to the Debt Service Fund pursuant to Section 6.

(d) Investment earnings remaining in the Construction Fund on the Completion of Funding will be transferred to the Debt Service Fund.

Section 8. Repayment Fund.

(a) The Paying Agent will deposit (i) in the Principal Account of the Repayment Fund, the principal component of each Quarterly Payment and any other moneys received from the Participant for deposit in the Principal Account, and (ii) in the Interest Account of the Repayment Fund, the balance of the Quarterly Payment and any other moneys received from the Participant for deposit in the Interest Account.

(b) Moneys in the Repayment Fund will be disbursed at the times, in the amounts and in the priority, as follows:

(1) First, on each Principal Payment Date, from the Principal Account of the Repayment Fund to the Debt Service Fund, the amount calculated in accordance with Section 6(a)(2);

(2) Second, on each Interest Payment Date or date on which interest is payable as a result of a redemption of the Bonds, from the Interest Account of the Repayment Fund to the Debt Service Fund, the amount calculated in accordance with Section 6(a)(3); and

(3) Third, upon the payment in full of the principal of and interest on the Bonds, all moneys remaining on deposit in the Repayment Fund to the Participant in accordance with Section 4.3 of the Purchase Agreement.

(c) If the first transfer in accordance with clause (b)(1) above would not occur by the first anniversary of the Initiation of Operations, the Paying Agent, on the first day of the calendar month next preceding the first anniversary of the Initiation of Operations, will transfer from the Principal Account of the Repayment Fund to the Debt Service Fund an amount equal to one quarterly installment of principal paid under the Ordinance. In addition, on the first day of the month that is not more than 20 years after the Initiation of Operations, all remaining amounts in the Principal Account of the Repayment Fund will be transferred to the Debt Service Fund.

Section 9. Administrative Expense Fund. There will be deposited in the Administrative Expense Fund the amount set forth in Section 5(a)(ii) and such amounts as are received from the Participant for the payment of the Administrative Fee as provided in Section 502 of the Ordinance. On the Closing Date, the Paying Agent will disburse from the Administrative Expense Fund the amounts to the payees as set forth in Schedule 1 to the Participant's Closing Certificate delivered on the Closing Date. The balance of the amount deposited pursuant to Section 5(a)(ii), the Master Trust Bonds Expense, will be transferred to the Master Trustee at the written direction of DNR or as DNR may otherwise direct in writing. The Paying Agent will promptly disburse the Administrative Fee to DNR.

Section 10. Calculation of Interest on the Bonds Prior to Completion of Funding. Prior to the Interest Payment Date following the Completion of Funding, the Paying Agent will make the calculations of the Quarterly Payments in accordance with the Ordinance pursuant to this Section. For purposes of the first Quarterly Payment of each Interest Period, the Paying Agent will calculate an estimate of the amount of interest due on the next Interest Payment Date based upon an expected disbursement schedule for the Interest Period provided by the Participant to DNR and the Paying Agent. If no expected schedule is provided, the Paying Agent will calculate an estimate of the interest due on the Interest Payment Date based upon Purchase Price Installments funded at least three Business Days prior to the first Quarterly Payment. For purposes of the second Quarterly Payment, the Paying Agent will calculate the interest due on the next

Interest Payment Date based upon Purchase Price Installments funded at least three Business Days prior to the second Quarterly Payment Date and the second Quarterly Payment will be calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bonds on the Interest Payment Date.

Section 11. Investments. Moneys in the Construction Fund, the Debt Service Fund and the Repayment Fund will at all times be invested by the Paying Agent in Investment Securities at the written direction of the Participant, provided such Investment Securities will mature at such times and in such amounts as will make cash available for the purposes of such Funds and Accounts as needed. Net investment earnings on the Accounts of each Fund will be credited to such Accounts except that investment earnings on the Principal Account of the Repayment Fund will be deposited in the Interest Account of the Repayment Fund. If an investment is purchased at a premium above par, net earnings on such investment will be deemed to exclude the amount paid that is more than the principal paid upon maturity or sale. If an investment is purchased at a discount, net earnings are deemed to include the amount paid in excess of the discounted purchase price upon maturity or redemption of such investment, at the time such principal amount is received. The term "net earnings" means aggregate earnings less aggregate losses from investments during the applicable period, less any transaction fees incurred in purchasing or selling investments.

Section 12. Assignment of Moneys and Investment Securities. The Participant assigns and pledges to the Paying Agent its right, title and interest in the moneys and Investment Securities hereunder, and all earnings thereon, until used and applied in accordance with this Escrow Agreement for the benefit and security of the Owner to secure (i) the payment of the principal of and interest on the Bonds when due, (ii) the payment of all sums due under this Escrow Agreement and the Purchase Agreement in the manner herein and therein described, and (iii) the punctual performance by the Participant of all of its obligations under the terms and provisions of this Escrow Agreement, the Ordinance and the Purchase Agreement. The matured principal of and earnings on the Investment Securities and any cash in the Funds and Accounts are hereby pledged and assigned and will be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds, except as otherwise expressly provided herein.

Section 13. Acceptance of the Trusts. The Paying Agent accepts the duties and obligations imposed upon it by this Escrow Agreement, and agrees to perform the trusts but only upon and subject to the following express terms and conditions, and no implied covenants or obligations will be read into this Escrow Agreement against the Paying Agent:

(a) The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Escrow Agreement. The Paying Agent will exercise such of the rights and powers vested in it by this Escrow Agreement and use the same degree of care and skill in their exercise as a prudent corporate trustee under reasonably similar circumstances would exercise or use under the circumstances.

(b) The Paying Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, employees or such other professionals as may be reasonably necessary but will be answerable for the conduct of the same if not selected in accordance with the standard specified above, and will be entitled to act upon the opinion or advice of its counsel concerning all matters of trust hereof and the duties hereunder, and, subject to the provisions of Sections 6, 7 and 8, may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, employees and such other professionals as may reasonably be employed in connection with the trusts hereof. The Paying Agent may act or refrain from acting upon the advice or an opinion of counsel, who may be an employee of the Paying Agent, and will not be responsible for any loss or damage resulting from any action or non-action by it taken or omitted to be taken in good faith in reliance upon any such advice or opinion of counsel.

(c) The Paying Agent will not be responsible for any recital herein or in the Ordinance or Purchase Agreement, or for the validity of the execution by the Participant of this Escrow Agreement or for any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds, and the Paying Agent will not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Participant in connection with the matters referred to in this Escrow Agreement, except as hereinafter set forth, and the Paying Agent will not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

(d) The Paying Agent may engage in or be interested in any financial or other transaction with the Participant.

(e) The Paying Agent will be protected in acting upon any notice, request, consent, certificate, order, affidavit, opinion of counsel, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Paying Agent will be entitled to rely upon a certificate signed on behalf of the Participant by the Authorized Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Paying Agent has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, the Paying Agent will also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but will in no case be bound to secure the same. The Paying Agent may accept a certificate of the Authorized Representative to the effect that an ordinance in the form therein set forth has been adopted by the Participant as conclusive evidence that such ordinance has been duly adopted and is in full force and effect.

(g) The permissive right of the Paying Agent to do things enumerated in this Escrow Agreement will not be construed as a duty and the Paying Agent will not, except as provided in subsection (a) of this Section, be answerable for other than its negligence or willful misconduct.

(h) The Paying Agent will not be required to take notice or be deemed to have notice of any default hereunder except failure by the Participant to cause to be made any of the payments to the Paying Agent required to be made by or on behalf of the Participant pursuant to this Escrow Agreement, the Ordinance or the Purchase Agreement unless the Paying Agent will be specifically notified in writing of such default by the Participant or DNR; and all notices or other instruments required by this Escrow Agreement to be delivered to the Paying Agent, must, in order to be effective, be delivered at the principal corporate trust office of the Paying Agent and in the absence of such notice so delivered the Paying Agent may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times the Paying Agent, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives will have the right, but will not be required, to inspect all books, papers and records of the Participant pertaining to the Purchase Agreement and this Escrow Agreement, and to make copies thereof and take such memoranda therefrom and in regard thereto as may be desired.

(j) The Paying Agent will not be required to give any bond or surety in respect of the execution of the trusts and powers under this Escrow Agreement.

(k) Notwithstanding anything elsewhere in this Escrow Agreement contained, the Paying Agent will have the right, but will not be required, to demand, in respect to the withdrawal of any cash or any action whatsoever within the scope of this Escrow Agreement, any showings, certificates, opinions, appraisals or other information, or action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action, deemed by the Paying Agent desirable for the purpose of establishing the right of the Participant to the withdrawal of any cash or the taking of any other action by the Paying Agent.

(l) Before taking any action under this Escrow Agreement other than any action under Sections 6, 7 and 8, the Paying Agent may, in its discretion, require that satisfactory indemnity be furnished to it by the Owner or other parties for the reimbursement of all expenses which it may incur or advance and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken.

(m) All moneys received by the Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Escrow Agreement or law. The Paying Agent will not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) Pursuant to Section 34.600 of the Revised Statutes of Missouri (the "Anti-Boycott Act"), the Paying Agent hereby certifies to the Participant and DNR that the Paying Agent (including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Paying Agent) is not currently engaged in and shall not, for the duration of this this Escrow Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel within the meaning of the Anti-Boycott Act. The foregoing certification shall not be deemed an admission or agreement that the Anti-Boycott Act is applicable to this Escrow Agreement but the foregoing certification is provided if the Anti-Boycott Act is applicable. If the Anti-Boycott Act is initially deemed or treated as applicable to this Escrow Agreement but it is subsequently determined not to apply to this Escrow Agreement for any reason including by reason of applicable federal law including, without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Anti-Boycott Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Anti-Boycott Act, then the foregoing certification shall cease and not exist.

Section 14. Records; Reporting Requirements.

(a) The Paying Agent's records related to activities performed under this Escrow Agreement are subject to audit and inspection by the State, the Comptroller General of the United States and the EPA in accordance with (i) the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance) and (ii) 2 CFR Part 200. The Paying Agent will maintain such financial transaction records in accordance with accounting principles generally accepted in the United States of America.

(b) The Paying Agent will provide monthly financial reports to DNR, with a copy of each monthly financial report to the Participant. Each financial report will cover financial activities during the preceding period. These reports will consist of financial transaction registers. Financial transaction register means a register of all financial transactions during the reporting period for each Fund and Account maintained under this Escrow Agreement. Each financial transaction register will identify the Bonds and contain, for

each Fund and Account, a date, description and amount for all financial transactions and starting and ending balances.

Section 15. Obligations of Paying Agent Limited. In order to make the payments required by this Escrow Agreement, the Paying Agent is hereby authorized to redeem or otherwise dispose of Investment Securities in order to provide sufficient amounts to make such payments. The liability of the Paying Agent to make the payments required by this Escrow Agreement will be limited solely to the money and Investment Securities in the Funds and Accounts hereunder. The Paying Agent will not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Paying Agent will not be liable for the accuracy of the calculations as to the sufficiency of the Quarterly Payments to make the Bond Debt Service. So long as the Paying Agent applies the amounts in the Funds and Accounts as provided herein, the Paying Agent will not be liable for any deficiencies in the amounts necessary to pay the Bonds caused by such calculations. Notwithstanding the foregoing, the Paying Agent will not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Escrow Agreement.

Section 16. Fees, Charges and Expenses of the Paying Agent.

(a) The Participant will pay to the Paying Agent reasonable compensation for all services performed by the Paying Agent under this Escrow Agreement, and also the reasonable expenses, charges and other disbursements of the Paying Agent, and those of its attorneys, agents, employees and other professionals as may be reasonably incurred in and about the administration and execution of the trusts hereby created and performance of its powers and duties hereunder; provided that the total amount of the fees and charges for the ordinary services of the Paying Agent under this Escrow Agreement will not exceed the Paying Agent's Fees. Notwithstanding the preceding provisions of this Section, the Paying Agent will be entitled to reimbursement from the Participant of its reasonable out-of-pocket, legal or extraordinary fees, charges and expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement including, but not limited to, costs incurred for giving notice of the redemption of the Bonds. Claims for such reimbursement may be made to the Participant.

(b) Neither the Paying Agent nor any of its directors, officers or employees shall be liable to anyone for any action taken, or omitted to be taken, by it or any of its directors, officers or employees hereunder except in the case of negligence or willful misconduct. The Participant hereby covenants and agrees, to the extent permitted by law, to indemnify the Paying Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Paying Agent arising out of or in connection with this Escrow Agreement or with the administration of its duties hereunder including, but not limited to, legal fees and expenses and other costs and expenses of defending or preparing to defend against any claim of liability in the premises, unless such loss, liability or expense shall be caused by the Paying Agent's negligence or willful misconduct.

Section 17. Resignation or Removal of Paying Agent; Successor Paying Agent.

(a) The Paying Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the Participant and the Owner not less than 60 days prior to the date when the resignation is to take effect. Such resignation will take effect immediately upon the acceptance by the Participant and the Owner of the resignation, the appointment of a successor Paying Agent (which may be a temporary Paying Agent) by the Participant, with the prior written consent of the Owner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and

the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the resigning Paying Agent.

(b) The Paying Agent may be removed at any time by an instrument or concurrent instruments in writing, signed by the Owner and delivered to the Paying Agent and the Participant. The Paying Agent may also be removed by the Participant, with the prior written consent of the Owner, by an instrument or concurrent instruments in writing, signed by the Participant and delivered to the Paying Agent, if the Paying Agent fails to make timely payment on any Interest Payment Date or Principal Payment Date to DNR of the amounts required by Section 6 to be paid by it on such Interest Payment Date or Principal Payment Date or fails to perform its other duties or obligation hereunder. Any removal pursuant to this paragraph will become effective upon the appointment of a successor Paying Agent (which may be a temporary successor Paying Agent) by the Participant, with the prior written consent by the Owner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the Paying Agent being removed.

(c) If the Paying Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Paying Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the Participant, with the prior written consent of the Owner, will appoint a temporary Paying Agent to fill such vacancy until a successor Paying Agent is appointed by the Participant, with the prior written consent of the Owner, in the manner above provided, and any such temporary Paying Agent so appointed by the Participant, with the prior written consent of the Owner, will immediately and without further act be superseded by the successor Paying Agent so appointed.

(d) If no appointment of a successor Paying Agent or a temporary successor Paying Agent has been made by DNR or the Participant, with the prior written consent of the Owner, pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Paying Agent has been given to the Participant and the Owner, the Owner or any retiring Paying Agent may apply to any court of competent jurisdiction for the appointment of a successor Paying Agent, and such court may thereupon, after such notice, if any, as it deems proper, appoint a successor Paying Agent.

(e) No successor Paying Agent will be appointed unless such successor Paying Agent (i) is a corporation with trust powers authorized to do business in the State and organized under the banking or corporate laws of the United States of America or the State, (ii) either (A) has at the time of appointment capital and surplus of not less than $10,000,000, or (B) is owned by a company that has at the time of appointment capital and surplus of not less than $10,000,000, and (iii) has assets under corporate trust management of not less than $500,000,000.

(f) Every successor Paying Agent appointed under this Escrow Agreement will execute, acknowledge and deliver to its predecessor and to the Participant and the Owner an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent without any further act, deed or conveyance will become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Paying Agent, the Participant or the Owner, execute and deliver an instrument transferring to such successor Paying Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Paying Agent will deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the Participant be required by any predecessor or successor Paying Agent for more fully and certainly vesting in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer,

assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Participant.

(g) Any corporation into which the Paying Agent may be merged or consolidated, to which the Paying Agent sells all or substantially all of its corporate trust business, or that results from any merger, conversion, consolidation or reorganization involving the Paying Agent, will be the successor Paying Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto.

Section 18. Amendment. This Escrow Agreement is made for the benefit of the Participant and the Owner, and it will not be repealed, revoked, altered or amended without the written consent of the parties hereto and the Owner.

Section 19. Notices. All notices, filings and other communications will be given by first-class mail, postage pre-paid, or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

DNR:

Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director, Financial Assistance Center

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Participant:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: _____

Each party may change its address by giving written notice of the new address to the other parties.

Section 20. Payments Due on Other Than Business Day. If any Interest Payment Date, Principal Payment Date or other date for the payment of interest on or principal of the Bonds or any other payment is due hereunder is not a Business Day, then such payment shall be made on the next succeeding Business Day with the same force and effect as if made on the scheduled date.

Section 21. Electronic Transactions. The transactions described in this Escrow Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be

deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 22. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Paying Agent or the Participant to be performed should be contrary to law, then such covenant or covenants or agreement or agreements will be deemed severable from the remaining covenants and agreements and will in no way affect the validity of the other provisions of this Escrow Agreement.

Section 23. Execution in Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which will be executed by the Paying Agent and the Participant and all of which will be regarded for all purposes as one original and will constitute and be but one and the same instrument.

Section 24. Survival. This Escrow Agreement, including all representations, warranties, covenants and obligations, will remain in effect until the Paying Agent and the Participant have fully performed all of its obligations hereunder.

Section 25. Applicable Law. This Escrow Agreement will be governed exclusively by the applicable laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

UMB BANK, N.A., as Paying Agent

By _____
Title: Vice President

CITY OF SPRINGFIELD, MISSOURI

_____
City Manager

(SEAL)

ATTEST:

_____
City Clerk

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit E

Budget Adjustment
055

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53280	08	33520	408070	000000	00000	$ 14,888,940	2021 SRF Loan Proceeds (estimated) - Extending & Improving The Sanitary Sewer System
53270	08	33520	408070	000000	00000	121,060	2021 SRF Loan Proceeds (estimated) - Issuance and Other Financing Costs
Net Revenue Adjustment						$ 15,010,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53280	08	33520	509110	000000	00000	$ 14,888,940	Extending & Improving The Sanitary Sewer System
53270	08	33520	509350	000000	00000	121,060	Issuance & Other Financing Costs
Net Expenditure Adjustment						$ 15,010,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To appropriate 2021 SRF loan proceeds for extending and improving the Sanitary Sewer System and any related issuance and/or other financing costs.

Requested By:

2/2/21
Department Head Date

Approved By:

2/2/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-032
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 02-02-21

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 033 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to execute a Preliminary Funding Agreement between the City of Springfield, Missouri, and West Sunshine Development, LLC; and amending the budget for Fiscal Year 2020-2021 in the amount of $50,000 for the purpose of funding the preparation and review of a redevelopment plan and redevelopment agreement in accordance with the provisions of the Real Property Tax Increment Allocation Redevelopment Act.

_____

WHEREAS, West Sunshine Development, LLC, owns or has the right to purchase approximately twenty-six acres of real property generally located at 5505 West Sunshine Street; and

WHEREAS, West Sunshine Development, LLC, proposes to use one or more sources of public funding mechanisms to pay for the public improvements that will serve the Development, such as tax increment financing, a community improvement district, transportation development district and possibly other economic development tools; and

WHEREAS, the City desires to retain certain consultants to assist in evaluating the proposal and to prepare certain documents in connection therewith; and

WHEREAS, the City does not have a source of funds to finance costs to retain such consultants, and West Sunshine Development, LLC, has agreed to deposit funds with the City for that purpose; and

WHEREAS, the City and West Sunshine Development, LLC, desire to enter into a Preliminary Funding Agreement to establish the terms of such deposit of funds; and

WHEREAS, City Council desires to amend the budget for Fiscal Year 2020-2021 in connection with said Preliminary Funding Agreement.

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

Section 1 − The City Manager, or designee, is hereby authorized to execute a Preliminary Funding Agreement with West Sunshine Development, LLC, said agreement to be substantially in the same form and content as that document attached hereto and incorporated herein by reference as “Exhibit A.”

Section 2 − The City Manager, City Clerk, and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge, and deliver for and on behalf of, and as the act and deed of the City, the Preliminary Funding Agreement 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 3 − The budget for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 056, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council Action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 033

FILED: 02-02-21

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with West Sunshine Development, LLC, a Missouri Limited Liability Company, for the purpose of funding the preparation and review of a redevelopment plan and redevelopment agreement in accordance with the provisions of the Real Property Tax Increment Allocation Redevelopment Act, and approving a budget adjustment to amend the 2020-2021 budget of the Planning and Development Department in the amount of $50,000.

BACKGROUND INFORMATION: Tax Increment Financing ("TIF") provides for the redirection of the incremental increase in sales and property tax revenue resulting from a redevelopment project to be used for approved project-related costs, infrastructure and capital improvements. TIF is based on the premise that there will be an increase in the value of real property, new jobs and other economic activity within the redevelopment area as redevelopment occurs. As the property is improved, the assessed value of real property in the redevelopment area increases above the base level. By applying property taxes to the increase in the assessed value of the property over the base level, a tax increment is produced. These tax increments, also referred to as "payments in lieu of taxes" or PILOTS, are transferred to a special allocation fund that is administered by the City. The City and County also transfer 50% of all incremental sales tax revenues to this fund. The money collected in the special allocation fund is then used to pay directly for the redevelopment project costs or to retire bonds or other obligations issued to pay such costs. City Economic Development Policy recommends establishment of a Community Improvement District ("CID") to accelerate the repayment of TIF-reimbursable expenses. The developers also intend to seek establishment of a Transportation Development District ("TDD") as part of the development.

REMARKS: The owners/developers of a proposed development at the northwest corner of West Sunshine Street and James River Freeway (Highway 60) have requested that the City of Springfield consider preparing a Tax Increment Financing ("TIF") Plan, and review the proposed use of other incentive tools ("CID") to assist with funding for public infrastructure required by the development. This ordinance would approve a preliminary funding agreement whereby the developers would pay for the studies and redevelopment plan associated with a TIF application, but the consultants and legal counsel would be working on the City's behalf. Because the City has an ongoing obligation on most incentives it establishes, but particularly on TIFs, the City needs to assure that the Plan and accompanying documents adequately address City and community concerns. The best way to do this is for the consultants to report to the City. The preliminary funding agreement establishes a mechanism for the developers to deposit funds with the City for paying legal fees and hiring consultants for this project,

and for replenishing that fund as fees are paid.

Approval of this funding agreement does not approve establishment of a TIF or any other incentive. The funding agreement expressly provides in paragraph 8 that the consideration of the TIF is subject to legislative discretion. Accordingly, once the TIF Plan is prepared, it will go through the normal process of public hearings and consideration at the TIF Commission and City Council.

The preliminary funding agreement requires that the developers deposit $15,000 with the City and that the account be replenished as needed to retain a $15,000 balance. The budget adjustment for $50,000 is intended to allow for the periodic replenishment of the preliminary funding agreement account balance.

Submitted by:

Sarah Kerner

Sarah Kerner, Economic Development Director

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

Exhibit A

PRELIMINARY FUNDING AGREEMENT

This **PRELIMINARY FUNDING AGREEMENT** ("**Agreement**") is entered into this _____ day of _____, 2021, among the **CITY OF SPRINGFIELD, MISSOURI** (the "**City**"), and **WEST SUNSHINE DEVELOPMENT LLC** a Missouri limited liability company (the "**Developer**") (collectively the "Parties").

RECITALS

WHEREAS, the City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Developer is the owner or has the right to purchase approximately twenty-six (26) acres of real property generally located at 5505 West Sunshine Street, Springfield, Missouri and proposes to develop this property (the "**Development**"); and

WHEREAS, the Developer is a Missouri limited liability company and is authorized to conduct business in the State of Missouri; and

WHEREAS, Developer is working with the City to develop a plan to provide for the funding of the design and construction of transportation and related infrastructure improvements both onsite and offsite to serve the Development, in accordance with Missouri law and applicable City Code requirements; and

WHEREAS, Developer proposes to use one or more sources of public funding mechanisms to pay for the public improvements that will serve the Development, such as tax increment financing, a community improvement district, transportation development district and possibly other economic development tools; and

WHEREAS, in order for the City to fully consider and evaluate all of Developer's proposals to fund the public improvements to serve the Development, the City will need to engage consultants to research and analyze applicable law regarding economic incentive tools and financing options and work with Developer and City staff to arrange for the most appropriate mix of funding sources for the public improvements; and

WHEREAS, the City does not have a source of funds to pay for costs incurred for additional legal, financial and other consultants or for direct out-of-pocket expenses and other costs resulting from services to research, analyze and plan for the most appropriate mix of public funding sources; and

WHEREAS, it is the City's policy that landowners and developers who desire assistance from the City in a public-private partnership or through the use of economic incentive tools must demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, Developer seeks to deposit funds with the City to be used by the City to pay for actual consultant expenses necessary to research, analyze, plan for and develop the incentive

tools and financing options for the public improvements that will serve the Development.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services to be Performed by the City**. The City shall:

A. Consult with Developer on the most appropriate mix of economic incentive tools and financing options and arrange for the research, analysis and development of public funding sources for the public improvements to serve the Development in accordance with applicable law;

B. Provide necessary staff, legal, financial, and other assistance to plan for the most appropriate mix of economic incentive tools and financing options;

C. Provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a development agreement between Developer and the City to implement the selected mix of economic incentive tools and financing options to fund the public improvements that will serve the Development;

D. Engage appropriate outside consultants and attorneys to carry out the tasks described above.

2. **Initial Deposit.** The City acknowledges receipt of Fifteen Thousand Dollars ($15,000.00) (the "**Deposit**") from the Developer upon the execution of this Agreement. The City shall disburse the Deposit as set forth in **Section 4** and shall bill the Developer pursuant to **Section 3** to re-establish the Deposit so that there is always a minimum cash balance of Fifteen Thousand Dollars ($15,000.00) available, from which additional disbursements may be made as required.

3. **Additional Funding.**

A. The City shall submit an itemized statement for actual expenses incurred to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City in accordance with this Agreement. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. Developer shall pay the City the amounts set forth on such statements (the "**Additional Funds**") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed ten percent (10%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to **Section 5**. Developer shall supply the Additional Funds in a timely manner so that City activities may continue without interruption.

B. Developer shall reimburse the City for its administrative expenses and actual out-of-pocket expenses necessary to perform the City's obligations hereunder, using Gilmore & Bell, P.C., for special legal counsel, and other consultants as approved according to this paragraph. The City shall advise Developer in writing if it intends to utilize the services of any other consultant to perform its obligations under the terms of this Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected. If

Developer, in writing, within five (5) business days from receipt of the City's notice, objects to either the consultant named or the service to be performed, the City and Developer shall negotiate in good faith to resolve Developer's objections. If the Parties cannot agree on the consultant to be used or the service to be performed, the City shall have no obligation to perform that service under the terms of this Agreement and Developer shall have no obligation to pay for such service under the terms of this Agreement.

C. The parties agree that the funds advanced to the City under this Agreement shall be reimbursed to Developer, to the extent allowed by law, through any economic incentive tools that may result from the discussions and approved by the City Council.

4. **Disbursement of Funds.** The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the City shall make its records available for inspection by the Property Owners and the Developer with respect to such disbursements.

5. **Termination.**

A. In the event Developer fails to perform any of its obligations herein, and if Developer fails to cure the default within ten (10) days after written notice of the default is sent by the City to Developer, then the City may terminate this Agreement at its sole discretion. Termination by the City shall also terminate any duties and obligations of the City with respect to this Agreement.

B. Developer may abandon its plans for the Development and Developer may terminate this agreement upon the delivery of written notice to the City.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Property Owners and the Developer shall reimburse the City as set forth in **Section 3**. After termination of this Agreement, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination. After all amounts have been paid to consultants by the City, the remainder of such funds shall be delivered to Developer.

D. The Parties acknowledge that a subsequent funding arrangement among the City and Developer may be entered into, whereby the City's expenses going forward will be reimbursed pursuant to that arrangement. In the event that such other agreement is executed, this Agreement may terminate in accordance with that subsequent agreement.

6. **Notice.** Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City: With a copy to:

City of Springfield
840 North Boonville
Springfield, Missouri 65802
Attn: City Manager

David Martin
Gilmore & Bell, P.C.
2405 Grand Blvd. , Suite 1100
Kansas City, Missouri 64108

To Developer:

West Sunshine Development LLC
3800 S. Fremont Avenue
Springfield, MO 65804

With a copy to:

Cory Collins
Husch Blackwell LLP
901 St. Louis Street, Suite 1800
Springfield, MO 65806

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

7. **City Requirements and Prior Approval.** Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of any property. Developer agrees that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which Developer must comply and does not in any way constitute prior approval of any future proposal for development. Developer acknowledges that the City may not lawfully contract away its police powers and that approval of any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider any application in accordance with all applicable laws with respect to the development of any property.

[Remainder of this Page Intentionally Left Blank]

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Jason Gage, City Manager

(SEAL)

ATTEST:

_____
City Clerk

WEST SUNSHINE DEVELOPMENT LLC

By: _____

Name: _____

Title: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
056

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22500	17	60210	414100	000000	00000	$ 50,000	West Sunshine Development, LLC
Net Revenue Adjustment						$ 50,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22500	17	60210	504580	000000	00000	$ 50,000	West Sunshine Development, LLC
Net Expenditure Adjustment						$ 50,000	

Fund Balance Appropriation:

Fund		Title	Amount
			-

Explanation: To amend the FY2020-21 budget by appropriating funds from a preliminary funding agreement with West Sunshine Development, LLC in association with legal fees.

Requested By:

Mary Lilly Smith 2/2/21
Department Head Date

Approved By:

2/2/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-033
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 02-02-21

Sponsored by: Hosmer

First reading: _____ Second reading: _____

COUNCIL BILL 2021- 034 GENERAL ORDINANCE _____

AN ORDINANCE

ADOPTING a new fee and amending the Fee Schedule for certain City services as provided in the Springfield City Code, by establishing a Coronavirus Test Processing Fee.

WHEREAS, City Code Section 2-425 authorizes the City to charge various fees in amounts contained on schedules adopted by ordinance and on file with the City Clerk; and

WHEREAS, the Springfield-Greene County Health Department is currently offering the processing of coronavirus testing to other Local Public Health Agencies ("LPHAs"); and

WHEREAS, an evaluation of charges for the processing of coronavirus tests, attached hereto as "Exhibit A," has been compiled by the City's Finance Department; and

WHEREAS, the proposed fee would be effective upon passage and allows the Health Department to recover the cost of processing coronavirus tests for other LPHAs.

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

Section 1 – City Council hereby adopts and approves a new Coronavirus Testing Processing Fee as detailed in "Exhibit A," which is attached hereto and incorporated herein by this reference, in the amount of $25.00. A copy of said "Exhibit A" shall be maintained on file with the City Clerk pursuant to Section 2-425 of the City Code.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as an Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 034

FILED: 02-02-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: To adjust the charges for municipal services as defined in the Springfield City Code by adding a coronavirus test processing fee.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department is offering the processing of coronavirus testing to other Local Public Health Agencies ("LPHA's") which include the following counties; Stone, Wright, Hickory, Polk, McDonald, Dallas; as well as Ozarks Healthcare in West Plains. The proposed fee is just for processing the test and does not include the cost of the test kits. If the Springfield-Greene County Health Department is providing the test kits, the cost per kit is $28 in addition to the processing fee.

In May 2020, the Misssouri Foundation for Health provided funding for $364,000 in test kits (Council Bill 2020-102). These kits were utilized by the Springfield-Greene County Health Department and provided to the above mentioned counties at no charge. The additional test kits utilized by the Springfield-Greene County Health departments and other LPHA's were funded through the CARES act.

The fee would be effective upon passage until no longer needed. This service would be available to area entities which wish to use the service.

Submitted by:

David Holtmann,
Director of Finance

Approved by:

Jason Gage,
City Manager

Exhibit A

Charges for Services
Public Health

Service Description	Current Status Based on FY 18-19 Data				
	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated
Coronavirus Testing Processing Fee	$0	$25	0%	6,000	$0
Totals					$0

Service Description	Proposed Fees for FY 20-21				
	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue
Coronavirus Testing Processing Fee	$25	0.0%	100%	$150,190	$150,190
Totals				$150,190	$150,190

Coronavirus Testing Processing Fee

The Public Health Department offers the processing of coronavirus testing to other local County Health Departments and other agencies. The cost of the test kit is not included in this fee. If the cost of the test kits are not covered by a grant or other funding, the agencies will be charged at the current market rate.

One-rdg._____
P. Hrngs. _____
Pgs. 5
Filed: 02-02-21

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 035 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into Modification No. 1 to Contract # 2020-1061 between the City of Springfield and the School District of Springfield R-12 modifying the shared costs of the third-party vendor which operates the school crossing guard program inside the city limits of Springfield.

_____

WHEREAS, the City of Springfield ("City") and School District of Springfield R-12 ("District") entered into an Intergovernmental 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 City and District renewed this agreement in September of 2020; and

WHEREAS, as a result of the COVID-19 virus certain terms and conditions were modified in the third-party contract, which necessitates the modification of the agreement with the District; and

WHEREAS, this modification adjusts the payments between the City and District to reflect the impact of those changes.

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 Modification No. 1 to Contract # 2020-1061 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 modification to be in substantial conformity with "Exhibit A."

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 2021 - 035

FILED: 02-02-21

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Authorizing the City Manager, or his designee, to enter into Modification No. 1 to Contract #2020-1061, 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 Intergovernmental Agreement ("IGA") to share the costs of the third-party vendor for crossing guard services on September 25, 2020, per Special Ordinance 27391.

Upon the agreement modification between the City and the vendor Cross Safe on October 6, 2020, the IGA cost-sharing agreement between the City and the District needed to be amended to reflect the increased cost for the service.

The attached "Exhibit A" has been approved by and signed off on by the District.

Submitted by:

Collin Quigley, Deputy City Manager

Approved by:

Jason Gage, City Manager

CITY OF Springfield

Exhibit A

MODIFICATION NO. 1 TO CONTRACT # 2020-1061

CITY	COMPANY
CITY OF SPRINGFIELD/DIVISION OF PURCHASES	SCHOOL DISTRICT OF SPRINGFIELD R-12
840 BOONVILLE	1359 E. ST. LOUIS STREET
SPRINGFIELD, MO 65802	SPRINGFIELD, MO 65802
PHONE: 417- FAX: 417-	PHONE: 417-523-0159 FAX: 417-523-0395
ATTN: COLLIN QUIGLEY	ATTN: CAROL EMBREE
DEPT.: CITY MANAGER'S OFFICE	

Entered into this _____ day of _____, 20___, for good and valuable consideration, the undersigned hereby agree that this Modification shall become part of that certain Contract executed on the 25th day of September 2020 by the parties identified above.

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 Fifty Thousand Nine-hundred Seventeen 89/100 Dollars ($150,917.89) for crossing guard services during the School Term, as that term is defined by Section 160.011(9) RSMo.

a. The City shall pay One Hundred Ten Thousand Eight and 94/100 Dollars ($110,008.94) 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 Forty Thousand Nine Hundred Eight and 94/100 Dollars ($40,908.94) 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.

e. 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-Six Thousand Nine Hundred Thirty-four and 76/100 Dollars ($26,934.76) 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.

2. All other provisions of the aforementioned Contract shall remain in full force and effect.

3. This Modification together with the Contract contains the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract modification by their signatures below.

SCHOOL DISTRICT OF SPRINGFIELD R-12

By: Carol L. Embree

Carol L. Embree,
Deputy Superintendent-Operations

NOV 17 2020
BOARD APPROVED

APPROVED AS TO FORM

By: _____
City Attorney or
Assistant City Attorney

CITY OF SPRINGFIELD, MISSOURI

By: _____
Collin Quigley, Assistant City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 02-02-21

Sponsored by: Hosmer, McClure, Fisk, Ferguson
Schilling and McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 036 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the General Fund budget for the City of Springfield, Missouri, for Fiscal Year 2020-2021, by appropriating a portion of the Fiscal Year 2019-2020 carryover funds and increasing expenses in the amount of $120,000 for laboratory testing costs of Sexual Assault Forensic Evidence kits.

_____

WHEREAS, the Police Department has been working with the United States Department of Justice Sexual Assault Kit Initiative and the Missouri Attorney General's Office to identify and test all 231 Sexual Assault Forensic Evidence kits ("SAFE kits") currently held by the Police Department; and

WHEREAS, at the outset of the initiative, the Police Department initially identified 231 SAFE kits awaiting testing; and

WHEREAS, a portion of the outstanding SAFE kits have been tested utilizing grant funding from the United States Department of Justice Bureau of Justice Assistance, however 119 SAFE kits remain untested; and

WHEREAS, the cost of testing is approximately $1,000 per SAFE Kit.

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

Section 1 – The General Fund budget for the City for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 058, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – City Council finds that the budget adjustment has been recommended by the City Manager.

Section 3 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 036

FILED: 02-02-21

ORIGINATING DEPARTMENT: Police

PURPOSE: To secure funding for the laboratory testing of sexual assault forensic evidence kits.

BACKGROUND INFORMATION: The Sexual Assault Kit Initiative ("SAKI") is a nationwide undertaking funded by the Bureau of Justice Assistance ("BJA") at the United States Department of Justice ("DOJ") that began in 2015. This initiative helps state and local jurisdictions across the country inventory and test sexual assault forensic evidence ("SAFE") kits, upload eligible offender DNA profiles into a national database, investigate and prosecute cases in which offender DNA profiles match, or "hit," against existing records in the database, and develop procedural and evidence tracking capacity to prevent future backlogs. The Springfield Police Department has been actively engaged in this effort and Chief Williams serves as a member of Missouri Attorney General Multi-Disciplinary Working Group. The Springfield Police Department serves as a model agency for the many aspects of this initiative and is the southwest Missouri hub agency for collection and shipping of backlogged kits from area agencies to be tested under this initiative. The Springfield Police Department initially identified 231 sexual assault forensic kits held and awaiting testing. The department utilized a combination of departmental and initiative grant funds to submit 112 kits for testing. The Springfield Police Department currently has 119 kits remaining in the backlogged group.

REMARKS: The Missouri Attorney General's Office ("AGO") began a preliminary review of the prevalence of untested SAFE kits across Missouri in November 2017. The findings of this review prompted the AGO to apply for and receive a three-year SAKI grant from BJA in late 2018. In October of 2020, the Missouri Attorney General announced it had received an additional $2 million dollars in grant funds to expedite the testing of backlogged test kits statewide, which include the 119 kits still held by the Springfield Police Department. While a portion of those backlogged kits will be tested through the grant, funding is not available to test them all. The use of city budget carryover funds would allow the testing of all 119 kits. The approximate cost-per-kit for testing is $1000, requiring a budget adjustment of $120,000.

Submitted by:

Paul F. Williams, Chief of Police

Approved by:

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
058

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	18	97570	501190	000000	00000	$ 120,000	Testing of Sexual Assault Kits
Net Expenditure Adjustment						$ 120,000	

Fund Balance Appropriation:

Fund		Title	Amount
10110		General Fund	(120,000)

Explanation: To amend the FY2020-2021 budget by appropriating General Fund carryover to pay for the laboratory testing of Sexual Assault Kits being held by the Springfield Police Department.

Requested By:

Paul F. Williams 2/2/21
Department Head Date

Approved By:

2/2/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-036
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 14
Filed: 02-16-21

Sponsored by: Ollis

COUNCIL BILL 2021- 040 RESOLUTION _____

A RESOLUTION

AUTHORIZING the City Manager, or his designee, to apply for a State Revolving Fund loan of up to $5,000,000 from the Missouri Department of Natural Resources for the purpose of funding wastewater infrastructure projects required by the Amended Consent Judgment and approved Overflow Control Plan. (Staff recommends approval.)

WHEREAS, the City has the opportunity to apply to the Missouri Department of Natural Resources ("MDNR") for a low-interest loan, through the State Revolving Fund ("SRF") loan program, to fund wastewater infrastructure projects required by the Clean Water Act and the Amended Consent Judgement ("ACJ") entered into on or about May 12, 2012; and

WHEREAS, if selected, the MDNR SRF Intended Use Plan for Fiscal Year 2021 includes Water Quality Incentive Grants of up to $1,000,000, not to exceed fifty percent of the total funding request, for inflow and infiltration rehabilitation projects; and

WHEREAS, repayment of a low-interest SRF loan would be funded through sewer rates, and these projects were anticipated and incorporated in the establishment of the current sewer rate structure.

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

Section 1 – The City Manager, or his designee, is hereby authorized to apply for a low-interest SRF loan up to $5,000,000 from MDNR, for use on wastewater infrastructure projects consistent with the approved Overflow Control Plan.

Section 2 – This Resolution shall be in effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-040

FILED: 02-16-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To Authorize the City Manager, or his designee, to apply for a State Revolving Fund loan of up to $5,000,000 from the Missouri Department of Natural Resources for the purpose of funding wastewater infrastructure projects required by the Amended Consent Judgement and approved Overflow Control Plan. (Staff recommends approval.)

BACKGROUND:

1. The State Revolving Fund ("SRF") loan program is administered by Missouri Department of Natural Resources ("MDNR") and provides low-interest loans to municipalities for wastewater infrastructure projects. It is a competitive selection process based on evaluation of applications.

2. If selected, the SRF loan will provide the City with a source of low-interest funds to complete several public sewer rehabilitation projects that were identified in the Sanitary Sewer Overflow Control Program ("OCP") approved by City Council in Special Ordinance No. 26494, December 15, 2014 and mandated by the City's Amended Consent Judgment ("ACJ") entered into in May of 2012 and approved by the Greene County Circuit Court on May 15, 2012.

3. If selected, the MDNR SRF Intended Use Plan for Fiscal Year 2021 includes Water Quality Incentive Grants of up to $1,000,000, not to exceed 50% of the total funding request, for inflow and infiltration rehabilitation projects.

4. If received, the SRF loan will be repaid through sewer rate fee collection. These projects were anticipated and incorporated in the establishment of the current sewer rate structure.

5. OCP projects to be completed with these funds include rehabilitation and enhancement of the City's wastewater collection system to further minimize capacity-related sewer overflows which occur in response to heavy rains.

6. The SRF loan application is attached hereto in its substantial form and content as "Exhibit A."

This Council Bill supports the following City Council Priorities:

- Quality of Place

- Fiscal Sustainability
- Economic Vitality

REMARKS: Environmental Services recommends passage of this Council Bill.

Submitted by:

Ron Petering, P.E.
Assistant Director of Environmental Services

Recommended by:

Errin Kemper, P.E.
Director of Environmental Services

Approved by:

Jason Gage,
City Manager

Exhibit A

MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM, FINANCIAL ASSISTANCE CENTER

CLEAN WATER STATE REVOLVING FUND LOAN APPLICATION

FOR OFFICE USE ONLY
DATE RECEIVED
FINANCIAL CODE
PRIORITY POINTS

This application is for a Clean Water State Revolving Fund Loan described in 10 CSR 20-4.040.
Submit application to Missouri Department of Natural Resources, Financial Assistance Center
P.O. Box 176, Jefferson City, MO 65102-0176. Please type or print legibly.

1. APPLICANT INFORMATION

NAME OF APPLICANT: City of Springfield, MO	DUNS NUMBER: 006852255

☑ Incorporated Municipality ☐ Public Water/Sewer District ☐ Other:

APPLICANT TELEPHONE NUMBER WITH AREA CODE: (417) 864-1908 Ext.	APPLICANT FAX NUMBER WITH AREA CODE: (417) 864-1983
APPLICANT MAILING ADDRESS: 840 Boonville Ave.	APPLICANT EMAIL ADDRESS: zmartin@springfieldmo.gov

CITY	STATE	ZIP CODE + FOUR	COUNTY
Springfield	MO	65802	Greene

AUTHORIZED REPRESENTATIVE NAME: Jason Gage	AUTHORIZED REPRESENTATIVE TITLE: City Manager
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION: Zachary Martin	TELEPHONE NUMBER WITH AREA CODE: (417) 864-1908 Ext.

2. ARCHITECTURAL AND ENGINEERING CONSULTANT INFORMATION

CONSULTING FIRM'S NAME: City Staff - In House	CONSULTANT'S NAME: Zachary Martin
CONSULTANT MAILING ADDRESS: 840 Boonville Ave.	EMAIL ADDRESS: zmartin@springfieldmo.gov

CITY	STATE	ZIP CODE + FOUR
Springfield	MO	65802

CONSULTANT TELEPHONE NUMBER WITH AREA CODE: (417) 864-1908 Ext.	CONSULTANT FAX NUMBER WITH AREA CODE: (417) 864-1983

3. GENERAL AND FINANCIAL INFORMATION

POPULATION (CURRENT CENSUS): 159,498	POPULATION OF AREA TO BE SERVED: 173,000

U.S. CONGRESSIONAL DISTRICT NUMBER(S)	STATE SENATE DISTRICT NUMBER(S)	STATE REPRESENTATIVE DISTRICT NUMBER(S)
7	30 & 20	131,132,133,134,135,136 & 137

MEDIAN HOUSEHOLD INCOME (CURRENT CENSUS): 28,697.00	NUMBER OF CUSTOMERS: 91,000
CURRENT MONTHLY SEWER RATE (for 5,000 gallons) $ 37.60	PROPOSED MONTHLY SEWER RATE (for 5,000 gallons) $ 39.41
SEWER REVENUES FOR MOST RECENT YEAR ENDED $	FISCAL YEAR END FOR DATA USED ON APPLICATION 2020
SEWER OPERATING EXPENDITURES FOR MOST RECENT YEAR $	
SYSTEM OUTSTANDING DEBT $	ANY DEBT HELD BY USDA RURAL DEVELOPMENT? ☐ Yes ☑ No
EXISTING ANNUAL DEBT SERVICE $	
WHAT IS YOUR COLLECTION DELINQUENCY RATE? %	ARE YOU CURRENTLY FUNDING DEPRECIATION? ☐ Yes ☑ No

FROM A FINANCIAL STANDPOINT, DO YOU HAVE A COMBINED WATER AND SEWER SYSTEM?
☐ Yes ☑ No

Does the applicant have a fiscal sustainability plan? ☑ Yes ☐ No See Form MO 780- 2661 (06-16)
A fiscal sustainability plan or certification is not required when the department is purchasing debt obligations (e.g. municipal bonds)

4. PROPOSED PROJECT INFORMATION

☐ **Point Source Project**	☑ **Non-Point Source Project**	
☑ **Green Project Components** (See Instructions)	Decentralized/Cluster Wastewater System	☐
Design-Build (See Instructions) ☐ Yes ☐ No	On-Site System Rehabilitation/Replacement	☐
	Other Non-Point Source Project	☐

Project Description. Include Green Project Components, if applicable (Attach Engineering Report):

Public Sewer Rehabilitation to reduce excessive Inflow and Infiltration: Portions of Project Groups 6 and 7. See attached Overflow Control Plan excerpt (engineering report).

5. PERMIT INFORMATION

List National Pollutant Discharge Elimination System, or NPDES, Permit Number(s) of Water or Wastewater facilities affected by this project:

Southwest Wastewater Treatment Plant	MO-0049522	
Northwest Wasterwater Treatment Plant	MO-0103039	

List Non-Permitted facilities to be eliminated by this project (attach list if necessary):

Name	Population Served	Type and Condition of Facility
N/A		

6. PROJECT COST INFORMATION

Cost Estimate Dated:		Cost Breakdown for EPA Designated Categories		
Engineering Planning and Design	$	I.	Secondary Treatment	$
Engineering (Construction Phase)	$	II.	Advanced Treatment	$
Engineering Inspection	$	IIIA.	Inflow/Infiltration Correction	$ 4,900,000.00
Land and Easements	$	IIIB.	Sewer Rehabilitation	$
Construction	$ 4,900,000	IVA.	Collection Sewers	$
Equipment	$	IVB.	Interceptor Sewers	$
SRF Closing Costs (estimate 5 percent)	$ 100,000	V.	Combined Sewer Overflow Correction	$
Other Costs (specify)	$	VI.	Storm Water	$
Contingencies	$	VII.	Non-Point Source	$
Refinancing	$	X.	Effluent Recycling/Reuse Total Project Costs	$
Total Project Costs	$ 4,900,000	**Total Project Costs**		$ 4,900,000.00
Funding Request (this application only)	$ 5,000,000	**Funding Committed From Other Sources***		$

* Documentation committing other funds must be submitted with the application.

7. DEBT INSTRUMENT

A. Bonds	**B. Capital Improvements Sales Tax**
Date of Bond Election	Date of Election
Type of Bond	Dedicated? ☐ Yes ☐ No
Amount of Bond $	Sunset Provision? ☐ Yes ☐ No

C. Other (specify):

Special Obligation Bonds - Annual Appropriations. Reimbursement of usage established by and included in user rates. (See Attached)

If a bond or tax issue has already been voted, please provide the following information.

☐ Affidavit of Publication of the Notice of Election ☐ Notice to Election Authority ☐ Ordinance/Resolution Calling the Election

☐ Copy of the Official Ballot ☐ Certified Election Results (Abstract of Votes)

☐ Minutes and Notice of Meeting Approving the Ordinance/Resolution

8. BOARD TRAINING

List any board training(s) related to wastewater utility management that current board members have attended in the last three years:

N/A. Wastewater system is operated by the City of Springfield, MO.

9. WATERSHED SUSTAINABILITY INFORMATION

WATER BODY AFFECTED BY PROPOSED PROJECT	
Springfield, MO Southwest Wastewater Treatment Plant - Wilson Creek Northwest Wastewater Treatment Plant - Little Sac River	☒ Check if this is the receiving water body ☒ Check if the body is classified ☐ If affected water body is not classified, provide the nearest downstream water body

Will the proposed project address an identified watershed problem? ☐ Yes ☑ No If yes, provide supporting documentation.

Does the proposed project serve more than one community? ☑ Yes ☐ No If yes, identify communities:

Battlefield, MO	Strafford, MO	Willard, MO

Does the proposed project eliminate the need for multiple wastewater treatment facilities? ☐ Yes ☒ No

Does the proposed project include measures to reduce demand for POTW capacity through water conservation, efficiency, or reuse?
☐ Yes ☒ No If yes, provide supporting documentation.

Does the proposed project include components for reusing or recycling wastewater, stormwater, or subsurface drainage water?
☐ Yes ☒ No If yes, provide supporting documentation.

Does the proposed project include green infrastructure components? ☒ Yes ☐ No If yes, provide supporting documentation.

Does the proposed project include energy efficiency components? ☐ Yes ☒ No If yes, provide supporting documentation.

Does the proposed project address groundwater pollution? ☐ Yes ☑ No

GROUNDWATER IS USED FOR:

Residential potable water supply wells and public water intake wells and subsequent treatment/distribution.

OTHER PROBLEMS ADDRESSED:

Inflow and Infiltration Rehabilitation Project. Sanitary sewer overflows in the collection system by increasing available capacity through reduction of inflow and infiltration into the collection system. Overall collection system asset life improvement.

10. PROJECT TYPE (CHECK ALL THAT APPLY)

- ☐ Combined sewer overflow/sanitary sewer overflow — Number of overflows per year: _____
- ☐ Wastewater Treatment Facility (specify) — Antidegradation report submitted? ☐ Yes ☐ No ☐ N/A
  - ☐ New facility
  - ☐ Increase capacity/increase level of treatment
  - ☐ Rehabilitation/process improvement
- ☐ Failing or failed on-site wastewater disposal system — Percentage of systems failing: _____%
  - ☐ On-site system replacement/rehabilitation
  - ☐ Construction of a decentralized wastewater system
  - ☐ New collection system
- ☑ Collection system rehabilitation primarily to address inflow/infiltration
- ☐ New collection system
- ☐ Upgrade or expansion of existing collection system
- ☐ Storm water detention
- ☐ Agricultural Best Management Practice
- ☐ Landfill capping, leachate collection, side slope seepage prevention and control system, and monitoring wells

The project addresses groundwater pollution by:

- ☐ Addressing problems caused by petroleum storage tanks
- ☐ Addressing problems caused by a hazardous waste site participating in the department's Voluntary Cleanup Program
- ☐ Addressing water quality problems caused by inadequate landfill leachate collection systems

The project considers aquatic/riparian habitat by:

- ☐ Including measures to restore aquatic/riparian habitat and/or to prevent aquatic/riparian degradation

11. PROJECT SCHEDULE REQUIRED BY 10 CSR 20-4.040 (attach compliance schedule if applicable)

Milestone	Anticipated Date
A. Antidegradation Report (any new, expanded or upgraded wastewater treatment)	
B. Engineering Report and Facility Plan complete	03/01/2021
C. All other funding is secured (if necessary, bonds are voted)	
D. Engineering Plans and Specifications complete	03/01/2022
E. Construction start date	05/01/2023
F. Initiation of operations	
G. Project completion date	11/01/2024

12. THE FOLLOWING INFORMATION IS REQUIRED BY 10 CSR 20-4.040 AND MUST BE INCLUDED WITH THIS APPLICATION FORM:

- ☑ A project summary that includes the need for the project :
  - ☑ The project components including maps or drawings showing the project location
  - ☑ A cost estimate including a cost breakdown
- ☑ The most recent financial statement/audit

13. SUPPLEMENTAL INFORMATION – DOCUMENTATION MUST BE ATTACHED

- ☑ User charge system budgets showing revenues and expenses for the past five years.
- ☑ Documentation showing that an inflow/infiltration reduction program has been in place for the fast five years.
- ☐ Water or Energy Conservation Plan
- ☑ Proposed project is specifically identified in the applicant's master wastewater or capital improvement plan. (Master wastewater or capital improvement plan should be for a period of five or more years).
- ☐ Documentation indicating the percentage of failed on-site wastewater disposal systems to be replaced or rehabilitated.
- ☐ Governing board has received training related to the management and operation of wastewater infrastructure in the last three years.

CERTIFICATION:

The undersigned representative certifies that the information submitted in this application is true and correct to the best of his/her knowledge and that he/she is authorized to sign and submit this application. The applicant agrees, if a loan is awarded on the basis of this application, to comply with all applicable terms, conditions and procedures of the Department of Natural Resources, the applicable rules and regulations of the Missouri Clean Water Commission and the terms and conditions of the loan agreement. **Incomplete applications will be returned.**

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
NAME AND OFFICIAL TITLE (TYPE OR PRINT) Jason Gage, City Manager	TELEPHONE NUMBER WITH AREA CODE Ext.

PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)

SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE) Zachary Martin, Professional Engineer	TELEPHONE NUMBER WITH AREA CODE (417) 864-1908 Ext.

Clean Water State Revolving Fund Loan Application Instructions for Form 780-1951

Note: Any funding assistance is subject to all State Revolving Fund (SRF) requirements. Potential applicants should contact the Missouri Department of Natural Resources' Financial Assistance Center prior to completing and submitting an application. Please contact the Financial Assistance Center at 573-751-1192 or toll free at 800-361-4827.

1. Print or type the applicant information. Include a street address if available. The applicant is the entity that will receive the loan funds, if awarded. Prior to receiving a loan, the entity must have a DUNS (Data Universal Numbering System) number. The DUNS number is a 9 digit number established and assigned by Dun and Bradstreet Inc., or D&B, to uniquely identify business entities. A DUNs number is available from D&B by telephone at 866-705-5711 or at http://fedgov.dnb.com/webform. The contact noted on the application should be knowledgeable about the application and able to be contacted during business hours.

2. Include the engineering firm name and the name of the professional engineer working on the project. Engineering firms must be procured in accordance with RSMo. 8.285 – 8.291.

3. The financial information will be used to determine the applicant's financial capabilities to carry out the proposed project. Please provide the most accurate information available.

   Show the population of the entire service area. "The population to be served" will be different from the census population if the project is to sewer, or construct improvements in, a portion of the municipality or district.

   Provide the state senate, state representative, and congressional district number(s) for the project area.

   Provide the median household income based on the most recent decennial census.
   The median household income data can be found online at
   https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml.

   Provide the current user rate for a 5,000 gallon user and what the estimated rate will be at project completion. Use the proposed rate if the project area is currently unsewered.

   Please show the total sewer system revenues for the most recent year. Show when the accounting year ended if the fiscal year used is not the calendar year. If this is a new system, write in "new system."

   Show the expenditures for the sewer system for the same fiscal year.

   Outstanding Debt – Show the total debt on the wastewater system, or combined system.
   Existing Annual Debt Service – Show annual payments (principal and interest) on all outstanding debt listed above.

   List any other types of debt instruments and funding sources such as Neighborhood Improvement District, or NID, U.S. Department of Agriculture-Rural Development, Community Development Block Grants, etc. Supporting documentation should be attached to the application.

   Collection delinquency rate is defined as bills that are never collected, not bills that don't get paid by the due date but are eventually collected later.

   Check if the applicant has a combined water and sewer system.

Check if the applicant has a fiscal sustainability plan for the project if it involves the repair, replacement, or expansion of a publicly owned treatment works. Please see Form MO 780-2661 for reference.

4. Point source projects include those projects that directly or indirectly impact a National Pollutant Discharge Elimination System (NPDES), or NPDES, permitted facility. In addition, a proposed project that will ultimately result in the issuance of an NPDES permit is to be considered a point source project. A non-point source project is one that does not fit the point source project description, e.g., a project to rehabilitate or replace on-site wastewater systems, the construction of a decentralized (cluster) wastewater system, or riparian corridor restoration. Provide a brief project description. Green Project Components may include the following:

    - Management of stormwater runoff at the local level through the use of natural systems, or engineered systems that mimic natural systems, to treat polluted runoff.
    - Water or energy efficiency improvements.
    - Environmentally innovative activities.

    Check if the proposed project will be Design-Build as per Section 67.5070, RSMo. A "design-build contract" shall mean any contract that furnishes architecture or engineering services and construction services either directly or through subcontracts.

5. List the wastewater discharge permit numbers for all facilities affected by the proposed project.

    List the non-permitted facilities to be eliminated by the proposed project.

6. Supply the cost estimates for the project. Land acquisition, surface and subsurface easements, places to store equipment and material during construction, land needed to locate eligible projects, and land integral to the treatment process are eligible for SRF funding. Funding recipients must certify compliance with the Uniform Relocation and Real Property Acquisition Act of 1970, P.L, 91-646, as amended. Call for additional guidance if land acquisition is related to a project to address non-point source pollution.

    Provide a cost breakdown by category of need.

7. Provide information on existing or proposed ballot issues. If a bond or tax issue has already been voted, provide copies of all items listed at the top of page 3.

    List other types of debt instruments and funding sources.

8. List any board trainings related to wastewater management that your board members have attended in the last 3 years.

9. Provide as much information as possible related to the watershed the project is located in, and the problems to be addressed by the project. Note if the water body is a classified water body per 10 CSR 20-7.031. This information will be used in determining the project priority in relation to other applications for funding.

10. Check the boxes that apply to the proposed project.

11. Provide the anticipated dates for the milestones listed. Put N/A in the space if the milestone isn't applicable to the project.

12. Information required by 10 CSR 20-4.040 must be submitted before the application will be prioritized.

    This additional information, if provided, may allow for additional priority points. The applicant may submit other project related information that the applicant feels should be submitted with the application.

Incomplete Applications Will Be Returned

- Sign the application; attach any additional information that will enable the department to prioritize your wastewater needs.
- If you are using funds from U.S. Department of Agriculture-Rural Development or Department of Economic Development's Community Development Block Grant Program, be certain that you have included this information.
- Make a copy of the completed application for your records.
- Electronically transmitted applications will not be accepted.
- Mail the completed applications to:
  Missouri Department of Natural Resources
  Water Protection Program
  Financial Assistance Center
  P.O. Box 176
  Jefferson City, MO 65102-0176

For More Information:

Missouri Department of Natural Resources
Water Protection Program
Financial Assistance Center
P.O. Box 176
Jefferson City, MO 65102-0176
800-361-4827 or 573-751-1192
FAX: 573-751-9396
www.dnr.mo.gov/env/wpp/srf/index.html

10.3.2 Public Sewer Rehabilitation Program

As part of the EAP, the City accelerated an ongoing project to rehabilitate clay pipe, manholes, and service lateral connections to reestablish structural integrity and reduce excessive I/I within select sub-basins. The Group 1 project was completed in 2013, and the Group 2 project was completed in 2014. The City is also scheduled to commence a Group 3 project in 2015. Each public sewer rehabilitation project included in the EAP included the rehabilitation of approximately 100,000 LF of clay pipe. More detailed discussions on the implementation and results of the public sewer rehabilitation projects are discussed in Chapter 7.0.

The City proposes to continue to invest in public sewer rehabilitation as part of the 2021 AAP. The proposed sub-basins and timing of each project are presented in Table 10-8 and on Figure 10-9.

Table 10-8 Advanced Action Plan Projects Summary for Public Sewer Rehabilitation Projects

YEAR	PROJECT	SUB-BASINS	ESTIMATED COST ($)
2021	Group 5	JC11, PR19, PR14, WB13, WB05	11,300,000
2022	Group 6	PR04, JC02, JC14	7,100,000
2023	Group 7	LWC04, SC03, UWC08	8,100,000
2025	Group 8	FC07, G07	5,400,000
		TOTAL	**31,900,000**

These project costs are estimates that will be adjusted based upon the market conditions and bid prices received. Sub-basins may be reprioritized based on continued flow monitoring, results of completed projects, and further evaluations on the local geologic conditions and their relationship to the extended infiltration periods experienced in Springfield. At the completion of each project the cost-effectiveness of structural rehabilitation and I/I reduction from public sources will be evaluated. Based upon the updated information, the investments shown in the Table 10-8 may be reallocated to other 2021 to 2025 AAP projects. Refer to Figure 10-9.

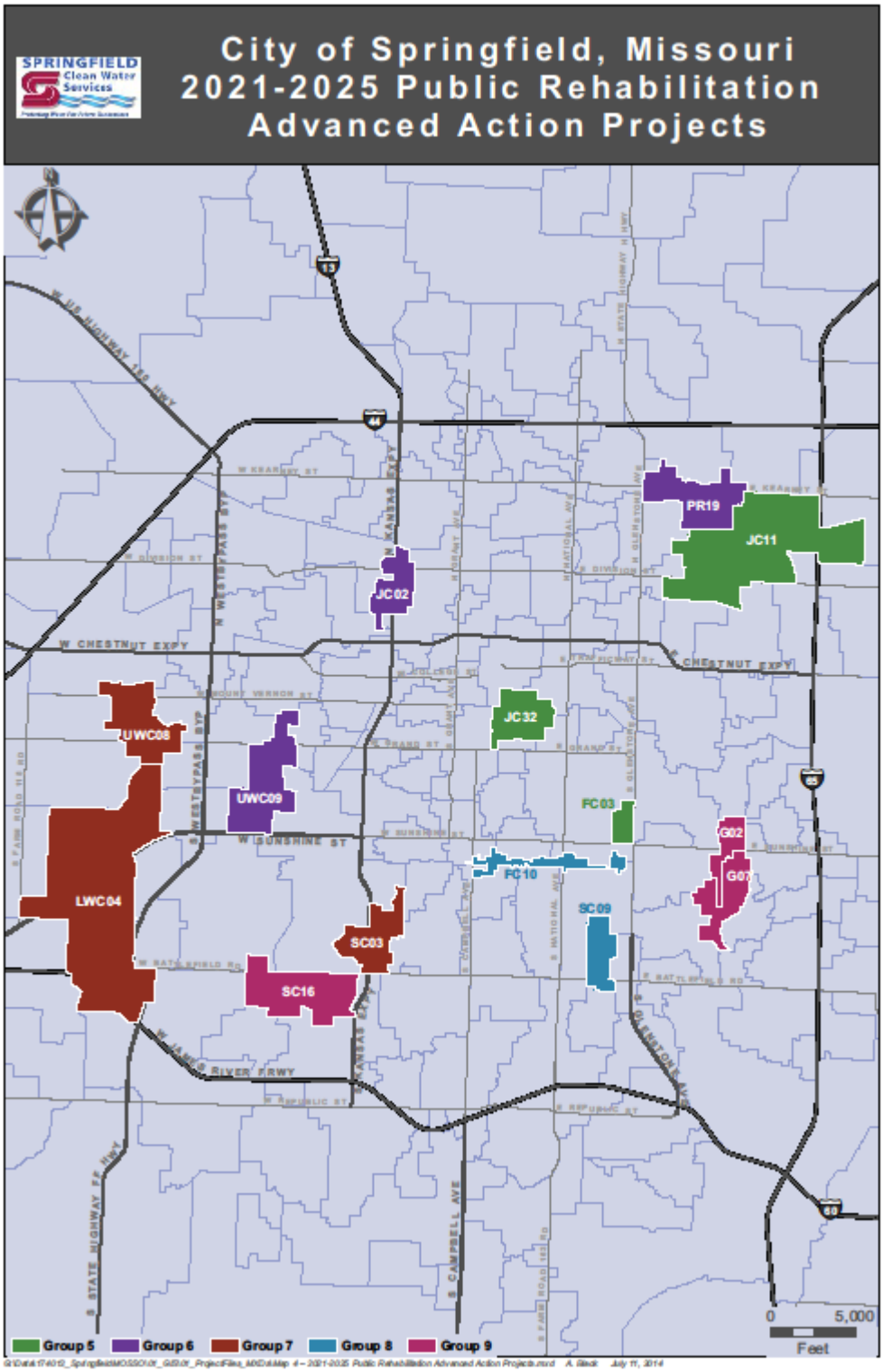

Figure 10-8 2021 to 2025 Public Rehabilitation Advanced Action Plan Projects

One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed: 02-16-21

Sponsored by: Schilling

COUNCIL BILL 2021- 041 RESOLUTION _____

A RESOLUTION

APPROVING the use of funds from the Minor Neighborhood Improvement Program in the amount of $1,416 to support the fabrication and installation of neighborhood identification signs for the Mark Twain Neighborhood Association (Zone 3).

WHEREAS, City Council passed Resolution 9664 in February 2009, adopting a policy and guidelines for the placement of neighborhood identification signs on rights-of-way to communicate clear and identifiable boundaries to create a sense of place; and

WHEREAS, since the adoption of Resolution 9664, twenty of the City's registered neighborhood organizations have requested and received neighborhood identification signs through this program; and

WHEREAS, the Mark Twain Neighborhood Association was formed in October 2019 and has requested neighborhood identification signs, the estimated cost of which is $1,416; and

WHEREAS, Zone 3 Councilmember Mike Schilling has indicated support for funding the signs from the Minor Neighborhood Improvement Program (Zone 3 Pothole Funds), the current balance of which is $48,403; and

WHEREAS, if this project is funded, the revised Zone 3 account balance will be $46,987, and this would be the third project approved during Fiscal Year 2020 - 2021 for funding from the Pothole Funds.

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

Section 1 – City Council hereby approves the allocation of funds from the Minor Neighborhood Improvement Program in the amount of $1,416 to support the fabrication and installation of neighborhood identification signs for the Mark Twain Neighborhood Association, the boundaries for which are indicated in "Exhibit A," attached hereto and incorporated herein by reference.

Section 2 – This Resolution shall be in full force and effect immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 041

FILED: 02-16-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Adopting a Resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of $1,416.00 to support the fabrication and installation of neighborhood identification signs for the Mark Twain Neighborhood Association (Zone 3).

BACKGROUND INFORMATION: In February 2009 City Council adopted a policy and guidelines for the placement of neighborhood identification signs on right-of-way(s). The Neighborhood Sign Program is intended to communicate clear and identifiable boundaries that create a sense of place, through the placement of neighborhood identification signs that represent the individual character and identity of the neighborhood. Since the policy was adopted in 2009, twenty of the City's registered neighborhood organizations have requested and received neighborhood identification signs through this program. The Mark Twain Neighborhood Association (see "Exhibit A") was formed in October 2019 and has requested neighborhood identification signs. The estimated total cost of the project is $1,416.00.

Zone 3 Councilmember Mike Schilling has indicated support for funding of the neighborhood identification signs from the Minor Neighborhood Improvement Program (Zone 3 Pothole Funds). The current balance of the Zone 3 account is $48,403. If this project is approved for Zone 3 funding, the revised Zone 3 account balance will be $46,987, and this would be the third project approved during Fiscal Year 2021 for funding from the Pothole Funds.

Supports the following City Council Priorities:

- Promote Quality of Place

REMARKS: The Planning and Development staff recommends approval of this Council resolution.

Submitted by:

Alana D. Owen

_____

Alana D. Owen, AICP, Senior Planner

Recommended by:

Mary Lilly Smith

_____

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

_____

Jason Gage, City Manager

Mark Twain
Neighborhood Service Area
Exhibit A

CITY OF Springfield

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. 3
Filed 02-16-21

Sponsored by Lear

COUNCIL BILL 2021- 042 RESOLUTION _____

A RESOLUTION

AUTHORIZING the City Manager, or his designee, to apply for a grant from the Missouri Department of Transportation in the amount of $90,000 for the purpose of developing a shareable "Implementation Toolbox" of the City's "SGF Yields" program for use by other communities.

_____

WHEREAS, the City of Springfield has achieved significant improvement in driver awareness of pedestrian safety through its "SGF Yields" program; and

WHEREAS, the Missouri Department of Transportation and other communities have asked for a sharable version of the program, including an "Implementation Toolbox" to assist them in creating their own safety programs; and

WHEREAS, this grant will allow the City to develop this "Implementation Toolbox" and contract assistance in expanding the program regionally, and no matching funds are required.

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

Section 1 – The City Manager, or his designee, is hereby authorized to apply for a grant from the Missouri Department of Transportation in the amount of $90,000 to be used to develop and expand the "SGF Yields" pedestrian safety program.

Section 2 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 042

FILED: 02-16-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to apply for a grant for up to $90,000 from the Missouri Department of Transportation to contract assistance on SGF Yields, the pedestrian safety campaign. There is no matching funds requirement if awarded.

BACKGROUND INFORMATION: SGF Yields has achieved significantly improved rates of driver compliance at crosswalks in Springfield and has drawn the attention of other communities and states. The Missouri Department of Transportation is encouraging staff to brand a sharable version of SGF Yields with an implementation “toolbox” for use by other communities. Public Works is asking Council for approval to apply for this grant which would allow the City to contract assistance to expand SGF Yields locally and regionally.

Supports the following City Council Priorities:

- Public Safety

REMARKS: Public Works recommends approval of this resolution.

Submitted by:

Martin Gugel,
Assistant Director of Public Works

Recommended by:

Dan Smith,
Director of Public Works

Approved by:

Jason Gage,
City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 6
Filed: 02-16-21

Sponsored by: Council

COUNCIL BILL 2021 - 043 RESOLUTION _____

A RESOLUTION

ADOPTING the City of Springfield's City Council Priorities.

WHEREAS, City Council recognizes the need to establish organizational priorities to provide general guidance for the application of municipal time and resources; and

WHEREAS, during a retreat in January of 2021, City Council identified several important priority items and related objectives they believe will support the future betterment of the community; and

WHEREAS, adoption of the City Council priorities and objectives will empower City officials and staff as they work on the City's behalf.

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

Section 1 – City Council hereby adopts "Exhibit A," a copy of which is attached hereto and incorporated herein by reference, as its City Council Priorities.

Section 2 – This Resolution shall be in effect immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 043

FILED: 02-16-21

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To adopt the City of Springfield's City Council Priorities.

BACKGROUND INFORMATION: This Resolution adopts the City of Springfield's City Council Priorities. These priorities, once adopted, will be a guide for City's elected officials and staff in their work 2021 and beyond, subject to further review and amendments.

On January 26, 2021, City Council reviewed and modified the proposed City Council Priorities at a City Council Retreat. The final version of the City Council Priorities is attached as "Exhibit A."

Submitted by:

Jason Gage, City Manager

Approved by:

Jason Gage, City Manager

Exhibit A

2021 City of Springfield City Council Priorities

PRIORITY: QUALITY OF PLACE

Those features of physical environment and qualities of life that make a location a desirable, competitive and economically vibrant place to live.

Objectives

- Create an image campaign that communicates to and empowers citizens to get engaged with Quality of Place efforts
- Invest in projects that improve livability for Springfieldians; including the beautification of City property, roadways and entryways
- Revitalize Springfield's neighborhoods
- Invest in quality multi-modal transportation infrastructure
- Attract and retain Springfield's talent
- Incorporate, as appropriate, work of business community visioning group related to quality of place into the City's comprehensive planning process
- Proactively promote activities that instill community pride
- Foster activities that promote a clean, safe and friendly neighborhood
- Apply significantly stricter enforcement approach to major and minor criminal violations, traffic violations, noise violations and nuisance law violations, utilizing measurable outcomes (e.g., metrics) and specific benchmarks.

PRIORITY: LEGISLATIVE ENGAGEMENT

The deliberate formation of a positive relationship with local and regional legislative delegates to affect positive outcomes in legislative policy.

Objectives

- Partner further with our region's cities and organization to create a unified legislative voice
- Serve as a subject matter trusted source for municipal issues
- Work closely with the Missouri Legislature's newly formed Local Government Caucus
- More formally recognize the efforts of Springfield's legislative delegation

- Focus annually on the City's top and most impactful priorities to ensure a clear legislative priority message

PRIORITY: FISCAL SUSTAINABILITY and ACCOUNTABILITY

The ability of a municipal organization to adequately meet its primary service delivery needs and financial commitments over the long-term, while also preserving a healthy financial condition based on municipal association best practices including accountability and transparency.

Objectives

- Review existing revenue types, uses and limitations, and explore new revenue opportunities to meet future capital and operational needs
- Determine the most reasonable means to grow existing revenue sources, including revenue diversification
- Review bonding options and limitations to addressing future capital needs
- Encourage ideas for improving operational efficiencies
- Fully project and address deferred maintenance needs
- Examine enhanced cooperation opportunities with Greene County and other government entities
- Develop performance and financial accountability measures
- Prudently maximize idle funds investment options
- Enhance fiscal transparency through website functionality
- Determine a strategy to strengthen the Parks financial position
- Formally emphasize an organizational culture of service and inclusion

PRIORITY: ECONOMIC VITALITY

A sustainable economic climate that fosters low poverty, affordable options for quality housing and wage levels that allow the opportunity for people to participate in quality of life endeavors.

Objectives

- Enhance Springfield's potential as a regional tourism hub for both traditional and sports tourism
- Improve the efficiency and value of the development process
- Review and refine the City's annexation strategy
- Enhance efforts to stabilize and revitalize Springfield's neighborhoods, recognizing we have some food desert challenges, and utilizing relevant Zone Blitz data and objectives
- Review the provision of alternative forms of energy that are desired by business prospects

- Strategically market and apply a targeted use of economic development incentives for big impact projects, while considering the most flexible and strategic use of all economic development incentive tools
- Leverage the benefit of private, public, educational and medical partnerships
- Make proactive investments in public infrastructure for those areas with the highest potential for development and redevelopment
- Be a partner to help close the skills gap within our community
- Improve the community's attractiveness to business site selectors, with a focus on aggressively marketing our assets
- Align development interests with the priorities of place, design and safety
- Successfully complete the review of the City's land use plan and effectively implement the outcomes, recognizing the importance to vibrantly emerge and thrive in the post-COVID era.

PRIORITY: PUBLIC SAFETY

The effective delivery of police, fire, 911 and emergency management service, including prevention efforts and protection from events that could endanger the safety of the general public from significant injury/harm or damage, such as crimes or disasters.

Objectives

- Actively utilize existing public safety technology and review the application and benefit of new technology
- Address quality of life issues, with special emphasis on reducing chronic nuisance properties to ensure clean, safe neighborhoods
- Strongly encourage the empowerment of neighborhoods to identify and community needs and concerns
- Enhance community engagement and participation to increase crime prevention and public education efforts
- Make efforts to reduce traffic accidents by emphasizing the Education, Engineering and Enforcement approach
- Continue to utilize, promote and recommend alternative sentencing approaches where relevant to reduce warrant-related activities
- Establish a strategic approach to ensure sufficient adequate short-term and long-term staffing levels utilizing new and innovative measures, and determine the most effective geographic application of staff resources
- Place additional emphasis on the diversity of staff

- Apply significantly stricter enforcement approach to major and minor criminal violations, traffic violations, noise violations and nuisance law violations, utilizing measurable outcomes (e.g., metrics) and specific benchmarks.
- Coordinate with local community justice partners to determine an agreed upon strategic approach to enhanced community crime prevention, investigation and enforcement
- Work with community partners to identify and address the root causes of mental health issues
- Continue to focus on reducing public safety response times
- Review alternative approaches to enhance compliance with municipal court orders
- Create a plan to transition from a complaint-based code enforcement approach to a City-initiated approach

One-rdg. _____
P. Hrngs. _____
Pgs. 67
Filed: 02-16-21

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 044 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a contract with ShotSpotter Inc., for the implementation of the ShotSpotter Respond gunfire detection system.

_____

WHEREAS, statistics show that gunfire incidents are underreported nationally and locally; and

WHEREAS, ShotSpotter Respond is a gunfire detection system that provides instant notification to law enforcement of active gunfire situations; and

WHEREAS, faster notification of active gunfire situations will allow the Springfield Police Department to more quickly and efficiently respond to potentially dangerous situations.

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 a contract with ShotSpotter, Inc., for the purpose of implementing the ShotSpotter Respond system within the City; said contract to be substantially in form and content as that document attached hereto and incorporated herein by reference as “Exhibit A.”

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 2021 -044

FILED: 02-16-21

ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to enter into a contract with ShotSpotter, Inc., to implement the ShotSpotter Respond gunshot detection program.

BACKGROUND INFORMATION:

While Springfield has experienced an increasing number of police calls related to gunshots being heard, research data shows that gunfire incidents are underreported to law enforcement nationwide. ShotSpotter Respond is a system designed to identify, locate, and track active gunfire incidents to allow for rapid response by law enforcement. Under this proposal ShotSpotter would deploy a network of sound sensors covering a total of three-square miles within the City. The sound sensors are monitored by software to detect the sound of gunfire and filter out sounds which could be mistaken for gunfire, such as fireworks. When the software detects suspected gunfire, the audio is instantly reviewed by acoustic experts to determine if an alert to law enforcement is appropriate. The entire review process typically occurs in under one minute. The use of this system will provide police officers with immediate and accurate information, resulting in more effective and efficient police response to gunfire incidents.

REMARKS: The initial three-year term of this agreement will require no additional allocation of funds but will be funded by a transfer of funds within the Police Department budget. The success of the program will be evaluated over the three-year term through regular reporting and analysis of the data provided.

Submitted by:

Paul F. Williams, Chief of Police

Approved by:

Jason Gage, City Manager

Exhibit 1

RESPOND SERVICES AGREEMENT

ShotSpotter, Inc.
7979 Gateway Blvd., Suite 210
Newark, California 94560
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

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This ShotSpotter® Respond™ Services Agreement (this "Agreement") is entered into by and between ShotSpotter, Inc. (referred to herein as "ShotSpotter"), with offices located at 7979 Gateway Blvd., Suite 210, Newark, CA 94560 and the City of Springfield, MO (hereinafter referred to as "Customer"), with offices located at 840 Boonville Avenue, Springfield, MO 65802, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter's gunshot location system ("ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service") to be provided under this Agreement.

In consideration of the Parties' mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits ("Exhibits") are attached to, and incorporated in this Agreement:

A. ShotSpotter Proposal ID #SPRINGMO012521

B. Service Level Agreement

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.

B. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.

C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.

D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.

E. Reviewed Alerts means the data reviewed by ShotSpotter's incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.

F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.

G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

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H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.

I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

A. ShotSpotter will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.

B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee.

C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.

D. ShotSpotter will provide Customer with user documentation, online help, online training presentation, and online training sessions (as available).

E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification within eight (8) hours of the request.

F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.

G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.

H. ShotSpotter will use commercially reasonable efforts to respond to support requests within twenty-four (24) hours of receipt of the request during the period of 8 am to 5 pm Monday through Friday.

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A ShotSpotter email support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially reasonable efforts to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services within seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.

ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

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4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of thirty-six (36) months commencing on the date that the Subscription Services are made available to the Customer via Insight. Fees are due on an annual basis as set forth in Exhibit A. Payment is subject to the Customer's appropriation of funding for the applicable fiscal year.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Following the initial term, annual subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

A. Rights in Data.

For the purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry,

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investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Except as required by law, Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof are the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

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Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to the Data and Software

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will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 18 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.

2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

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B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this

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Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.

C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the

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Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.

F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABLITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:
City of Springfield
Attn: Accounts Payable
840 Boonville Ave.
Springfield, MO 65802

B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.

C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.

D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.

E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's

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hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.

G. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter Respond System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under

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this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATON; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

Customer may terminate this Agreement upon reasonable notice to ShotSpotter in the event insufficient or non-appropriation of funds to pay for the subscription fees due under this Agreement for any future fiscal

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year following the year one subscription period. ShotSpotter shall be paid for services provided up to the date of such termination.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of ShotSpotter, as well as applicable repossession, shipping, repair, and refurbishing costs.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes

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all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Missouri, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present of future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalid or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

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21. GENERAL PROVISIONS

A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 18 of this Agreement.

B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.

C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.

D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF SPRINGFIELD	**SHOTSPOTTER, INC.**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title
Date	Date

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EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: SPRINGMO012521 (Attached at end of document)

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EXHIBIT B – SERVICE LEVEL AGREEMENT

ShotSpotter Respond Gunshot Location System

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. ("ShotSpotter") and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services[1]:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	**No alert** will be sent; incident available for Customer review in the incident history available through Insight

[1] See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

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Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
  - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
  - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System[2] will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques[3].

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

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[2] Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

[3] ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

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Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

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ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the "Coverage Area", provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$Performance\ Rate = \frac{NumberAccurateLyLocated}{(NumberAccurateLyLocated + NumberNotDetected + NumberMislocated)}$$

where the "*Performance Rate"* is a number expressed as a percentage, "*NumberAccurateLyLocated"* is the number of "Gunfire Incidents" occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a "Verified Incident" is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An "Accurate Location" shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). "Detectable Gunfire" incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter system is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a "point protection" system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

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Price Proposal for Subscription-Based Gunshot Detection, Location, and Forensic Analysis Service for the City of Springfield, Missouri

January 25, 2021

Proposal ID: SPRINGMO012521

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Executive Summary

Introduction

ShotSpotter is pleased to present this proposal to the Springfield Police Department. The proposed ShotSpotter Respond solution is designed to identify, locate, and track active gunfire, and will support the Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

We look forward to working with the Police Department to bring ShotSpotter Respond to the City of Springfield to expand your efforts to reduce gun violence in the community. Recognizing the tremendous financial strain that both the COVID-19 pandemic and civil unrest have placed on the City and the Police Department, ShotSpotter is pleased to include in this proposal an incentive whereby if the City contracts with ShotSpotter for a three-square mile ShotSpotter Respond coverage area three years, ShotSpotter will waive the fees for one of those square miles for the three-year term. This offer requires a three-year contract commitment and expires March 31, 2021. Please refer to the Pricing Assumptions for additional details.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.

- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.

- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the

community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
    - Recognition: "Was that gunfire, fireworks, or something else?"
    - Retaliation: "If they find out I called, will they come after me?"
    - Resignation: "No one came the last time I called…"

  Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and, based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365 by highly trained acoustic experts. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to take 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Springfield.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with nearly 750 square miles operational; more than 14 million incidents reviewed; and 34 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 100 full-time employees and is headquartered in Newark, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond™, is the leading gunshot detection, location, and forensic analysis system, and is trusted by 100 cities. Other product offerings include:

- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures
- ShotSpotter Connect™ (formerly Missions™), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors.

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

Figure 1: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

Figure 2: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g. "District 4 Gunfire – Last 28 days").

Figure 3: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.
Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.

- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.

Figure 4: Smart Watch Notification

Figure 5: ShotSpotter Respond App Smartphone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

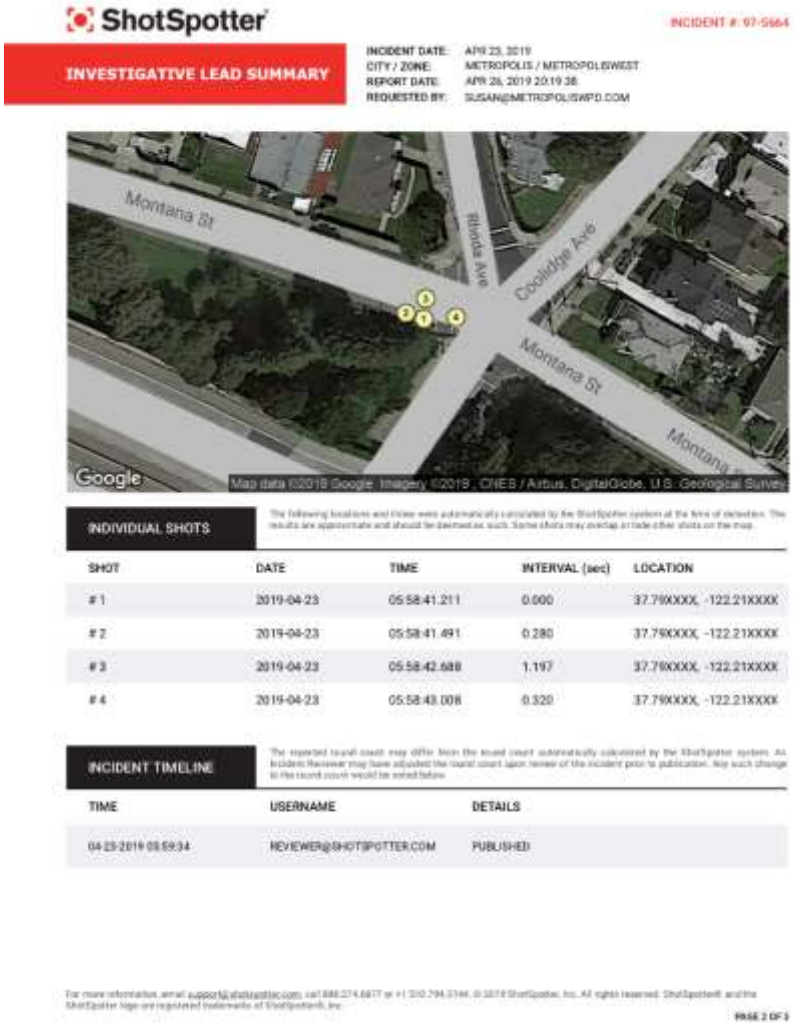
- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond application. The Investigative Lead Summary (ILS) provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).



ShotSpotter

INCIDENT #: 97-5664

INVESTIGATIVE LEAD SUMMARY

INCIDENT DATE: APR 23, 2019
CITY / ZONE: METROPOLIS / METROPOLISWEST
REPORT DATE: APR 26, 2019 20:19:38
REQUESTED BY: SUSAN@METROPOLISWPD.COM

INDIVIDUAL SHOTS

The following locations and times were automatically calculated by the ShotSpotter system at the time of detection. The results are approximate and should be deemed as such. Some shots may overlap or hide other shots on the map.

SHOT	DATE	TIME	INTERVAL (sec)	LOCATION
# 1	2019-04-23	05:58:41.211	0.000	37.79XXXX, -122.21XXXX
# 2	2019-04-23	05:58:41.491	0.280	37.79XXXX, -122.21XXXX
# 3	2019-04-23	05:58:42.688	1.197	37.79XXXX, -122.21XXXX
# 4	2019-04-23	05:58:43.008	0.320	37.79XXXX, -122.21XXXX

INCIDENT TIMELINE

The reported round count may differ from the round count automatically calculated by the ShotSpotter system. An Incident Reviewer may have adjusted the round count upon review of the incident prior to publication. Any such change to the round count would be noted below.

TIME	USERNAME	DETAILS
04-23-2019 05:59:34	REVIEWER@SHOTSPOTTER.COM	PUBLISHED

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Figure 6: ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

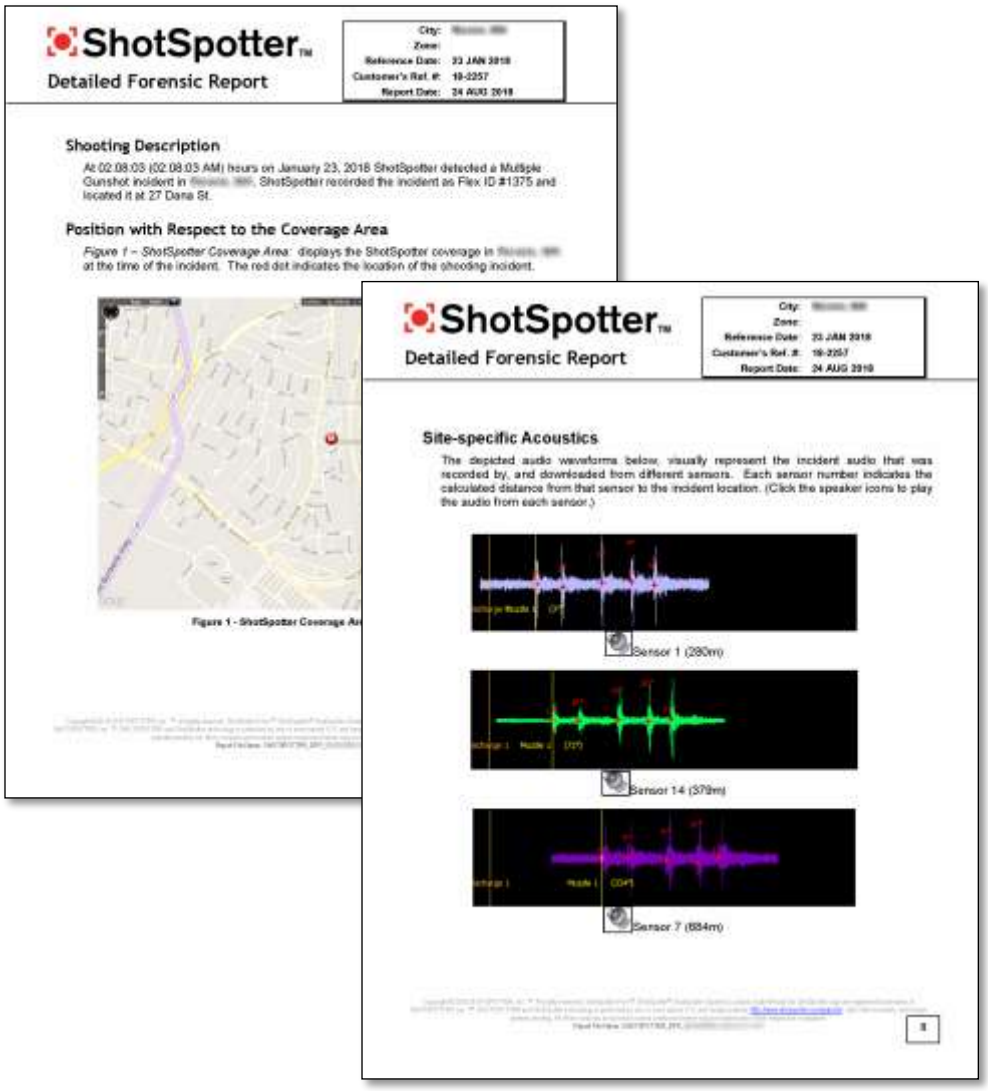

Figure 7: ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues Critical Support: • System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

Customer References

ShotSpotter has 100 customers covering more than 750 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Cincinnati, OH
- Cleveland, OH
- Columbus, OH
- Dayton, OH
- Toledo, OH
- Kansas City, MO
- Saint Louis County, MO
- Omaha, NE
- Springfield, IL
- South Bend, IN

Pricing

ShotSpotter systems are deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. ShotSpotter will collaborate with Department stakeholders to determine the final coverage area and related boundaries.

3.0 mi^2 Coverage Area

Contract Term	Respond Coverage Area Size	One-Time Service Startup Fees (Service Initiation & Onboarding)	Annual Subscription Fees*	Discount for Multi-Year Term**	Fee Waiver**	Total
3 Years	2.0 mi^2	$30,000	$140,000 x 3	($20,000)		**$430,000**
3 Years	1.0 mi^2	$10,000	$70,000 x 3	($10,000)	($210,000)	**$0**
TOTAL:						**$430,000**

*ShotSpotter's current annual subscription fee is $70,000 per square mile.

**See Pricing Assumptions below for details.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	$350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Optional Additional Services

Interface License

Notifications API License Pack	$9,500/year
• Recurring annual subscription fee • Includes up to three interfaces • Does not include costs required from other vendors to implement or support the planned interfaces	

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

Three-Year Payment Terms

- 50% of Year 1 fees due upon execution of agreement ($75,000)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status ($75,000)
- 100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status ($140,000)
- 100% of Year 3 fees due prior to 2nd anniversary of ShotSpotter live status ($140,000)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing remains valid through March 31, 2021.
- The fee waiver will be applied to the service initiation fee and the subscription fee for one square mile of the three-square mile coverage area for the three-year term. The Multi-Year Term Commitment discount will be applied to the one-time Service Initiation fees. These offerings are contingent upon ShotSpotter receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The pricing assumes that the Department will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.

RESPOND SERVICES AGREEMENT

ShotSpotter, Inc.
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Newark, California 94560
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

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This ShotSpotter® Respond™ Services Agreement (this "Agreement") is entered into by and between ShotSpotter, Inc. (referred to herein as "ShotSpotter"), with offices located at 7979 Gateway Blvd., Suite 210, Newark, CA 94560 and Springfield, Missouri (hereinafter referred to as "Customer"), with offices located at Busch Municipal Building, 840 Boonville Avenue, Springfield, MO 65802, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter's gunshot location system ("ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service") to be provided under this Agreement.

In consideration of the Parties' mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits ("Exhibits") are attached to, and incorporated in this Agreement:

A. ShotSpotter Proposal ID # SPRINGMO012521

B. Service Level Agreement

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.

B. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.

C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.

D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.

E. Reviewed Alerts means the data reviewed by ShotSpotter's incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.

F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.

G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

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H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.

I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

A. ShotSpotter will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.

B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee.

C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.

D. ShotSpotter will provide Customer with user documentation, online help, online training presentation, and online training sessions (as available).

E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification within eight (8) hours of the request.

F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.

G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.

H. ShotSpotter will use commercially reasonable efforts to respond to support requests within twenty-four (24) hours of receipt of the request during the period of 8 am to 5 pm Monday through Friday.

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A ShotSpotter email support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then ShotSpotter will use commercially reasonable efforts to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services within seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.

ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondarily, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

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4. INITIAL TERM AND RENEWAL

Unless otherwise specified in Exhibit A, the initial term of the Subscription Services shall be for a period of twelve (12) months commencing on the date that the Subscription Services are made available to the Customer via Insight.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

A. Rights in Data.

For the purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or

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other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof are the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United

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States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any

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third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 18 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.

2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

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B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this

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Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.

C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the

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Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.

F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABLITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:

_____

_____

_____

B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.

C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.

D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.

E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

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F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.

G. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter Respond System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-

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infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATON; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement,

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terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of ShotSpotter, as well as applicable repossession, shipping, repair, and refurbishing costs.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

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16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of Missouri, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present of future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalid or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

21. GENERAL PROVISIONS

A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 18 of this Agreement.

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B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.

C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.

D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

SPRINGFIELD, MO	**SHOTSPOTTER, INC.**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title
Date	Date

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EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: SPRINGMO012521 (Attached)

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EXHIBIT B – SERVICE LEVEL AGREEMENT

ShotSpotter Respond Gunshot Location System

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. ("ShotSpotter") and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services[1]:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	**No alert** will be sent; incident available for Customer review in the incident history available through Insight

[1] See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

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Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
  - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
  - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System[2] will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques[3].

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

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[2] Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

[3] ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

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Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter's ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer's service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer's dispatch center, patrol car MDTs, and officer smartphones, or Insight.

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ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the "Coverage Area", provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$Performance\ Rate = \frac{NumberAccurateLyLocated}{(NumberAccurateLyLocated + NumberNotDetected + NumberMislocated)}$$

where the "*Performance Rate"* is a number expressed as a percentage, "*NumberAccurateLyLocated"* is the number of "Gunfire Incidents" occurring within the Coverage Area during the specified period for which the ShotSpotter produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a "Verified Incident" is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter failed to report a location at all (i.e., Missed Incidents).

An "Accurate Location" shall mean an incident located by the ShotSpotter to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooters location (25 meters = approximately 82 feet). "Detectable Gunfire" incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter performance is guaranteed after a "Statistically Significant" set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter system is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a "point protection" system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

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One-rdg. _____
P. Hrngs. _____
Pgs. 24
Filed: 02-16-21

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 048 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with SGF Sports, LLC, for certain public improvements and incentives to facilitate the development of a Private Athletic Complex in an amount not to exceed a total of $2,100,000; and adjusting the budget of the Public Works Department for Fiscal Year 2020-2021 in the amount of $2,100,000.

WHEREAS, SGF Sports, LLC, has indicated their desire to construct a "Private Athletic Complex" consisting of twelve soccer fields, including a turf "championship" field, an indoor sports facility with two indoor soccer fields and four basketball courts capable of converting to eight volleyball courts, parking, a large entryway sign, and attractive landscaping on a site directly to the west of Deer Lake Golf Course; and

WHEREAS, potential future development on the site could include 90,000-120,000 square feet of retail and restaurant space and two 100-key hotels; and

WHEREAS, City Council, in passing Resolution 10538 on November 30, 2020 and in later meetings, signaled its intent to fund certain public improvements including on-site and off-site sewer, water, and gas improvements, off-site road and sidewalk improvements, regional detention basins, and associated costs including design, fees, permitting, and contingency; and

WHEREAS, City Council directed City staff to negotiate a developer agreement with SGF Sports, LLC, that commits up to $2,000,000 in City funds to reimburse SGF Sports, LLC, for public improvements related to this project upon completion of both those public improvements and the Private Athletic Complex (collectively referred to as the "development obligations"), with the City to be reimbursed through the establishment of a Community Improvement District ("CID") and imposition of a one percent sales tax over its entire development, including any potential retail, commercial, or hotel development; and

WHEREAS, City staff has negotiated a developer agreement with SGF Sports, LLC, that commits up to $2,000,000 in City funds to public improvements, and up to $100,000 in interest costs related to financing the reimbursable public improvements until reimbursement is received from the City; and

WHEREAS, if SGF Sports, LLC, has not completed its development obligations by March 31, 2024, the agreement will terminate, and the City will no longer be obligated to reimburse SGF Sports, LLC, for any public improvements; and

WHEREAS, development of the Private Athletic Complex will promote the economic welfare and the development of the City of Springfield.

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

Section 1 – The City Manager, on behalf of the City of Springfield, Missouri, is hereby authorized to enter into an Infrastructure Reimbursement Agreement with SGF Sports, LLC, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as “Exhibit 1.”

Section 2 – The budget for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 057, a copy of which is attached hereto and incorporated herein by reference as “Exhibit 2.”

Section 3 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 4 – The recitals set forth above are hereby incorporated into this Ordinance as if fully set forth herein.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-048

FILED: 02-16-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To authorize the City Manager, on behalf of the City of Springfield, to enter into a Development Agreement with SGF Sports, LLC, for certain public improvements and incentives to facilitate the development of a Private Athletic Complex, in an amount not to exceed $2,100,000, and adjusting the budget of the Public Works Department for Fiscal Year 2020-2021 in the amount of $2,100,000.

BACKGROUND: SGF Sports, LLC, has indicated its desire to construct a Private Athletic Facility consisting of 12 soccer fields, including a turf "championship" field, and an indoor sports facility with 2 indoor soccer fields and 4 basketball courts (convertible to 8 volleyball courts), a large entryway sign and attractive landscaping, on a site just west of Deer Lake Golf Course. Additional future development on the site could include 90,000-120,000 square feet of retail and restaurant space and two 100-key hotels.

City Council previously signaled its intent to assist the developer with funding certain public improvements by Resolution 10538 on November 30, 2020, and directed staff to enter negotiations with the developer, and submit a Development Agreement for consideration by City Council in accordance with this Resolution.

This Ordinance presents that Development Agreement to Council with a few minor changes:

- Addition of regional detention basins as a reimbursable project cost, and

- Addition of up to $100,000 in interest costs related to financing the reimbursable public improvements until the developer receives reimbursement from the City.

Reimbursement for regional detention basins, which serve multiple platted lots, and reimbursement of developer's interest costs related to public improvements are consistent with adopted City Economic Development policies and are eligible costs for the City to be repaid by the CID to be established over this development.

REMARKS: This Development Agreement sets forth the Developer's obligations to deliver the development as represented to City Council in previous presentations, including 12 lighted soccer fields (one being a championship turf field), a 90,000 square foot indoor sports facility with 2 indoor soccer fields and 4 basketball courts (convertible to 8 volleyball courts), a large entryway sign and attractive landscaping.

Upon completion of the Private Athletic Facility, the City will reimburse the Developer for up to $2 Million in public improvements (on-site and off-site sanitary sewer, water and gas, off-site road and sidewalk improvements, regional detention basins, and

associated design, fees, permitting, and contingency) and up to $100,000 in interest costs relating to financing for those public improvements. The Developer agrees to cooperate with the City in establishment of a Community Improvement District (CID) over its entire development, including the future retail/commercial/hotel development, to impose a 1-cent sales tax to reimburse the City for its expenses under this Development Agreement.

If the Developer has not completed its development obligations by March 31, 2024, the agreement will terminate, and the City will no longer be obligated to reimburse the Developer for any public improvements.

Staff recommends approval.

Recommended by:

Sarah Kerner

Sarah Kerner,
Economic Development Director

Submitted by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

Exhibit 1

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 2021 (the "**Effective Date**"), by and between SGF SPORTS, LLC, an Oklahoma limited liability company ("**SGF SPORTS**"), and the CITY OF SPRINGFIELD, MISSOURI, a constitutionally chartered home rule city in the state of Missouri ("**City**").

WHEREAS, SGF Sports owns, or will acquire before the commencement of any Reimbursable Projects (as defined below), the SGF Sports Parcel at the southwest corner of Chestnut Expressway and Airport Boulevard, and intends to develop, construct, and operate the SGF Sports Development thereon; and

WHEREAS, the SGF Sports Development's design includes an athletic complex to be designed in accordance with Section 4 of this Agreement (the **"Private Athletic Complex"**), certain on-site and off-site improvements, and a potential retail/commercial component to be developed either concurrently with the Private Athletic Complex or at some point in the future; and

WHEREAS, in connection with the construction of the SGF Sports Development, certain public improvements are required, including on-site and off-site sanitary sewer, water and gas, regional detention basin(s), off-site road and sidewalk improvements, and associated design, fees, permitting, and contingency costs, in order to facilitate development of the SGF Sports Parcel for the SGF Sports Development; and

WHEREAS, the Developer has requested that the City reimburse the cost of public improvements related to the SGF Sports Development; and

WHEREAS, the City is authorized and empowered under its Charter and State law to fund public improvements of the type requested; and

WHEREAS, the SGF Sports Development will create a public benefit, and entering into this Agreement is necessary for SGF Sports to pursue its proposed development; therefore it is mutually beneficial to both parties to enter into this Agreement; and

WHEREAS, the Community Improvement District Act, Sections 67.1401 to 67.1571 RSMo., authorizes the City, upon a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a Community Improvement District ("CID"); and

WHEREAS, SGF Sports and the City agree to cooperate to establish a CID over the SGF Sports Development in order for the City to recoup its costs described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are expressly incorporated into this Agreement by this reference thereto as if fully set forth in this Section 1.

2. Definitions. As used in this Agreement, the following terms are defined as follows:

a. "**City**" shall mean the City of Springfield, Missouri, a constitutionally chartered home rule city in the state of Missouri and its successors and assigns.

b. **"CID"** means a community improvement district that is formed in accordance with the CID Act and this Agreement, which area shall include all of the Redevelopment Area plus any additional areas outside the Redevelopment Area which may be lawfully included in accordance with the CID Act.

c. **"CID Act"** means the Missouri Community Improvement District Act, Sections 67.1401, *et seq*., RSMo, as amended.

d. **"CID Revenues"** means the sales tax revenues generated by the CID as a result of the CID Sales Tax.

e. **"CID Sales Tax"** means the sales tax imposed by the CID in the amount of one percent.

f. "**SGF Sports**" shall mean SGF Sports, and its successors and assigns.

g. "**SGF Sports Development**" shall mean the Private Athletic Complex, landscaping, related parking, a retail/commercial component, and other on-site and off-site improvements currently contemplated to be constructed on the SGF Sports Parcel.

h. "**SGF Sports Parcel**" shall mean the approximately 106 acre parcel generally located at the southwest corner of the intersection of Chestnut Expressway/State Highway 266 and North Airport Boulevard, directly to the west of Deer Lake Golf Course, and legally described on Schedule 1 attached hereto.

i. "**Parties**" shall mean, collectively, SGF Sports and the City.

j. "**Party**" shall mean, individually, SGF Sports or the City.

k. "**Reimbursable Projects**" shall mean those specific projects set forth in "Exhibits A and B."

3. Reimbursable Project Costs. Prior to the opening of the Private Athletic Complex, SGF Sports agrees to perform or cause to be performed those Reimbursable Projects detailed on **Exhibit A** and **Exhibit B** at SGF Sports's sole cost and expense, subject to reimbursement from the City as provided herein. SGF Sports shall provide all necessary design work for the Reimbursable Projects, and said design work shall be subject to the City's standard review and approval of public improvement projects, which such approval shall not be unreasonably withheld, conditioned, or delayed.

The Reimbursable Projects and the Private Athletic Complex shall be constructed in accordance with all relevant codes, regulations, statutes and laws. The Reimbursable Projects shall be deemed completed in accordance with all such codes, regulations, statutes and laws upon inspection and approval by the directors of the relevant City departments in accordance with the Code of the City of Springfield, Missouri, which such approval shall not be unreasonably withheld, conditioned, or delayed. Upon such completion of the Reimbursable Projects and the Private Athletic Complex, SGF Sports shall provide itemized invoices, receipts or other information regarding all such costs reasonably necessary for and incurred in the construction of

the Reimbursable Projects (the "**Reimbursable Project Costs**"). The City shall promptly approve the amounts stated therein for reimbursement and shall reimburse SGF Sports for such Reimbursable Project Costs promptly (and in any event within 30 days of submission of such amounts by SGF Sports) upon such approval.

4. SGF Sports' Development Obligations.
   a. Construct a Private Athletic Complex that substantially conforms with the plans and specifications (the "**Plans**") attached to this Agreement as **Exhibit C** and **Exhibit D**. The Plans shall substantially conform to the conceptual drawings presented to City Council and attached to this Agreement as **Exhibit D**, and shall at minimum include the following:
      i. 12 outdoor soccer fields, 225 feet by 345 feet in size, including one turf "championship" field with seating for over 1,500 spectators;
      ii. All playing fields shall include permanent sports lighting systems in accordance with the specification included in **Exhibit D**;
      iii. At least 720 parking spaces (60 per field);
      iv. an approximately 90,000 square foot indoor sports facility with 2 indoor soccer fields, 80 feet by 180 feet in size, and 4 basketball courts, 50 feet by 84 feet in size (convertible to 8 volleyball courts, 30 feet by 60 feet in size);
      v. permanent restroom facilities;
      vi. a large entryway sign, and
      vii. attractive landscaping.
   b. Construct all public improvements required by City codes or ordinances.
   c. Do all things necessary to cause the SGF Sports Parcel to be annexed into the City.
   d. Obtain all necessary land-use approvals required for the project.
   e. Contract with L5 Management and Consulting LLC for management of the Private Athletic Complex.
   f. Cooperate in establishment of CID as stated in this Development Agreement.
   g. SGF Sports will obtain prior written approval from the City Manager or his designee for any material change in the Plans (such approval not to be unreasonably withheld, conditioned or delayed). Any change from the plans and specifications specifically listed in this section shall be deemed a material change.

5. Reimbursement of SGF Sports' Costs. City agrees to reimburse SGF Sports for the Reimbursable Project Costs, but in no event shall the City's obligation for public improvements exceed the amount of Two Million Dollars ($2,000,000.00) in accordance with Section 3 above. Contemporaneously with its reimbursement of Reimbursable Project Costs, City shall also reimburse SGF Sports for accrued interest from the financing of the Reimbursable Projects, but in no event shall the City's obligation for this accrued interest exceed One Hundred Thousand Dollars ($100,000.00). SGF Sports shall submit documentation showing actual interest costs accrued to establish that all such interest costs accrued from Reimbursable Project Costs. Upon determining that the interest costs submitted for reimbursement accrued from Reimbursable Project Costs, the City shall promptly (and in any event within 30 days of submission) reimburse such interest costs in the same manner as provided in Section 3 of this Agreement for payment of Reimbursable Project Costs.

6. Establishment of Community Improvement District. SGF Sports shall cooperate with the City to form the CID in accordance with the CID Act for the purpose of reimbursing the City for the city funds invested in the SGF Sports Project, with 5% interest. The Parties agree that the following shall apply to the formation and operation of the CID:

a. Formation of the CID shall be initiated by City filing or causing to be filed a petition in accordance with the CID Act. The CID Petition must be signed by SGF Sports and approved by City Council, as well as the sales tax election completed (with sales tax approved), prior to any funds being paid by the City to SGF Sports under this Development Agreement.
b. The boundaries of the CID shall encompass the full SGF Sports Parcel, including the area identified for potential commercial/retail development.
c. The Parties acknowledge that all public improvements to be funded by the CID must be within the boundaries of the CID, and the CID boundary lines shall be drawn in a manner that includes all public rights-of-way where CID public improvements will be located.
d. The CID board of directors shall consist of five (5) directors, and the initial board of directors of the CID shall be named in the CID petition. For so long as the CID is in existence, at least three (3) of the members of the board of directors shall be City officials or City employees as selected by the City.
e. The petition shall provide that successor directors shall be appointed by the Mayor of the City with the advice and consent of the City Council. The City shall consider and process the CID petition in accordance with the requirements of the CID Act, and the Parties agree to jointly cooperate with and participate in the formation process.
f. The City's and SGF Sports' participation in the CID shall include, but is not limited to, the following:
    i. SGF Sports shall not enter into any contract involving the sale of any real property that composes the SGF Sports Parcel prior to the creation of the CID;
    ii. SGF Sports shall cause all leases of property inside the CID boundaries to contain provisions that are in substantial compliance with the following:
        1. **Community Improvement District:** Tenant acknowledges and consents that the Leased Premises are a part of the [SGF Sports Community Improvement District] ("District") created by Springfield, Missouri (the "City"), that the District imposes a sales tax on Tenant's economic activities which will be applied toward the costs of improvements for the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District, and the City as the agent of the District, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.
    iii. prepare such documents as are necessary for formation and operation of the CID;
    iv. use good faith efforts to cause persons, as mutually agreed upon by the Parties and in accordance with this Agreement, to serve on the board of directors for the CID;
    v. SGF Sports shall construct or cause to be constructed those public improvements that qualify for reimbursement in accordance with the CID Act and this Agreement, including compliance with all competitive bidding, prevailing wage and other construction requirements for public improvements;
    vi. use good faith efforts to cause lessees and purchasers of property within the boundaries of the CID to cooperate in the timely and full payment of the CID

sales tax, and any other fees or assessments that may be imposed or charged by the CID; and

vii. take such other reasonable action as mutually agreed upon by the Parties to facilitate the formation and good standing of the CID.

g. Operation of the CID. SGF Sports and City agree that they shall enter into a Cooperative Agreement with the CID which shall include the following provisions and obligations:

i. The CID shall impose the CID Sales Tax at a rate of one percent;

ii. The CID shall be used to reimburse the City for public improvements as authorized by the CID Act and as described in the Cooperative Agreement. City may be reimbursed from CID revenues for verified Reimbursable Project Costs that qualify for the use of CID Revenues. In no event will SGF Sports or any of its members, manager, or their respective affiliates be liable to repay the City's investment, which the City will recover solely through CID Revenues.;

iii. The CID Revenues will annually pay for routine administrative costs and services such as directors and officers liability insurance, accounting costs and legal costs;

iv. The CID Revenues shall not be used to pay for any other types of services within the CID area. After the City's investment in the project has been repaid by CID Revenues, the CID shall terminate.

h. The CID bylaws shall provide that, in the event that a City official or employee sitting on the CID board of directors ceases to hold his or her position with the City, such director shall be deemed automatically resigned from the Board of Directors without further action of that director. The City shall designate a successor director for the remaining term of an open seat that is caused by such resignation.

i. The CID will have an initial term of 20 years, and shall be renewed until the City's investment in the project has been repaid. The CID will terminate once the City's investment has been repaid.

7. Incorporation of Documents. The following Schedules and Exhibits, attached hereto, are fully incorporated herein as express terms and conditions of this Agreement:[1]

a. Schedule 1: Description of the SGF Sports Parcel

b. Exhibit A: Public Infrastructure Budget

c. Exhibit B: Public Infrastructure Site Plan

d. Exhibit C: Private Development Site Plan

e. Exhibit D: Conceptual Drawings, Elevation Drawings, Schematic Drawings for Structures.

8. Prevailing Wage. SGF Sports agrees to comply with all laws regarding the payment of prevailing wages to contractors and subcontractors of SGF Sports, as applicable, to the extent they are involved with the Reimbursable Projects. SGF Sports agrees to indemnify and hold

[1] NTD: Schedules/Exhibits subject to update.

harmless the City from any damages or claims resulting from any failure of SGF Sports or any contractor or subcontractor to pay prevailing wages pursuant to applicable law.

9. Indemnity. SGF Sports hereby agrees to defend, indemnify, and hold the City, its employees, agents, and officers harmless from and against any and all claims arising out of the performance of this Agreement, except to the extent attributable to negligence or willful misconduct of the City.

10. Assignment. SGF Sports shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the City thereto.

11. Notice. Any notices, requests, or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed given when received provided that delivery is: (1) by hand delivery, (2) a widely recognized national overnight courier service, or (3) U.S. mail when sent registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to each Party's address set forth below:

To SGF Sports: SGF Sports
Address
Address
Attn: Who?

To City: City Attorney's Office
Fifth Floor
Busch Municipal Building
840 North Boonville
Springfield, MO 65802

Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon delivery by U.S. mail as provided above. Rejection or other refusal to accept or inability to deliver by U.S. mail because of change of address, of which no notice is given, shall be deemed to be receipt of the notice, request, or other communication. By giving at least five days prior notice thereof, any Party may change its mailing address herein.

12. Conflict of Interest. No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. SGF Sports represents that it presently has no interest which would conflict in any manner or degree with the performance of services to be performed under this Agreement, and shall not acquire any interest, direct or indirect. SGF Sports further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by SGF Sports.

13. Discrimination. SGF Sports agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of SGF Sports or applicant for employment and, if required by applicable law, shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41

C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

15. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., SGF Sports must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that SGF Sports is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

16. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri and any action, breach, enforcement, or interpretation thereof shall be had only in the Circuit Court of Greene County, Missouri.

17. Full Force and Effect. This Agreement shall be in full force and effect following its execution by both Parties. Subject to this Section, this Agreement shall be binding upon and inure to the benefit of SGF Sports and the City.

18. Term. The term of this Agreement shall end on the first to occur of: (a) March 31, 2024; or (b) the date SGF Sports has been paid the entire amount of Reimbursable Project Costs, which in no event shall exceed Two Million Dollars ($2,000,000), and any accrued interest, which in no event shall exceed One Hundred Thousand Dollars ($100,000).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

"SGF SPORTS"

SGF SPORTS, LLC, an Oklahoma limited liability company

By: Philcrest Holdings, LLC, an Oklahoma limited liability company, its Manager

By: Philcrest Properties, Inc., an Oklahoma corporation, its Manager

By: _____
Name: Robert E. Phillips
Title: President

STATE OF _____)
) ss.
COUNTY _____)

On this _____ day of _____, 2021, before me personally appeared _____ _____, to me personally known, who being by me duly sworn did say that he is the Manager of Philcrest Properties, Inc., an Oklahoma corporation and the sole Manager of Philcrest Holdings, LLC, an Oklahoma limited liability company and the sole Manager of SGF Sports, LLC, an Oklahoma limited liability company, and that said instrument was signed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seat, on the day and year written above.

_____
Notary Public

My term expires:_____

Approved as to Form:

"CITY"

CITY OF SPRINGFIELD, MISSOURI,
a Missouri municipal corporation

_____
City Attorney or Designee

By:_____
Jason Gage
City Manager

STATE OF MISSOURI)
) ss.
COUNTY _____)

Now on this _____ day of _____, 2021, before me personally appeared Jason Gage, to me personally known, who being by me duly sworn did say that he is the City Manager of the CITY OF SPRINGFIELD, MISSOURI, a Missouri municipal corporation, and that said instrument was signed on behalf of said city by authority of its City Council.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seat, on the day and year written above.

_____
Notary Public

My term expires:_____

CERTIFICATION OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this Agreement 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 Designee

Schedule 1

LEGAL DESCRIPTION
ZONING CASE Z-23-2020 & CONDITIONAL OVERLAY DISTRICT NO. 193

A TRACT OF LAND, SITUATED IN SECTION 23 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF TRACT III DESCRIBED IN DEED BOOK 2010, PAGE 24733-10, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 24 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI; THENCE SOUTH 01°45'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH 88°19'42" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH 88°23'16" WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH 01°45'09" WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH 88°23'16" EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°45'09" WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF 01°45'29", AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH 74°24'58" WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR A CORNER; THENCE NORTH 01°38'07" EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A CORNER FOR A POINT OF BEGINNING; THENCE NORTH 88°47'48" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1,754.45 TO AN EXISTING IRON PIN FOR THE CORNER; THENCE N01°50'13" EAST A DISTANCE OF 1,333.63 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE N01°40'14" EAST A DISTANCE OF 1,287.49 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 266 FOR CORNER; THENCE SOUTH 88°53'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,402.32 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 79°10'22" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 88.86 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR A CORNER; THENCE SOUTH 88°54'54" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 202.35 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR A CORNER; THENCE

SOUTH 32°54’49” EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 100.32 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR A CORNER; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 01°48'27" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°29'45" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE POINT OF BEGINNING, AND CONTAINING 105.16 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

Exhibit A

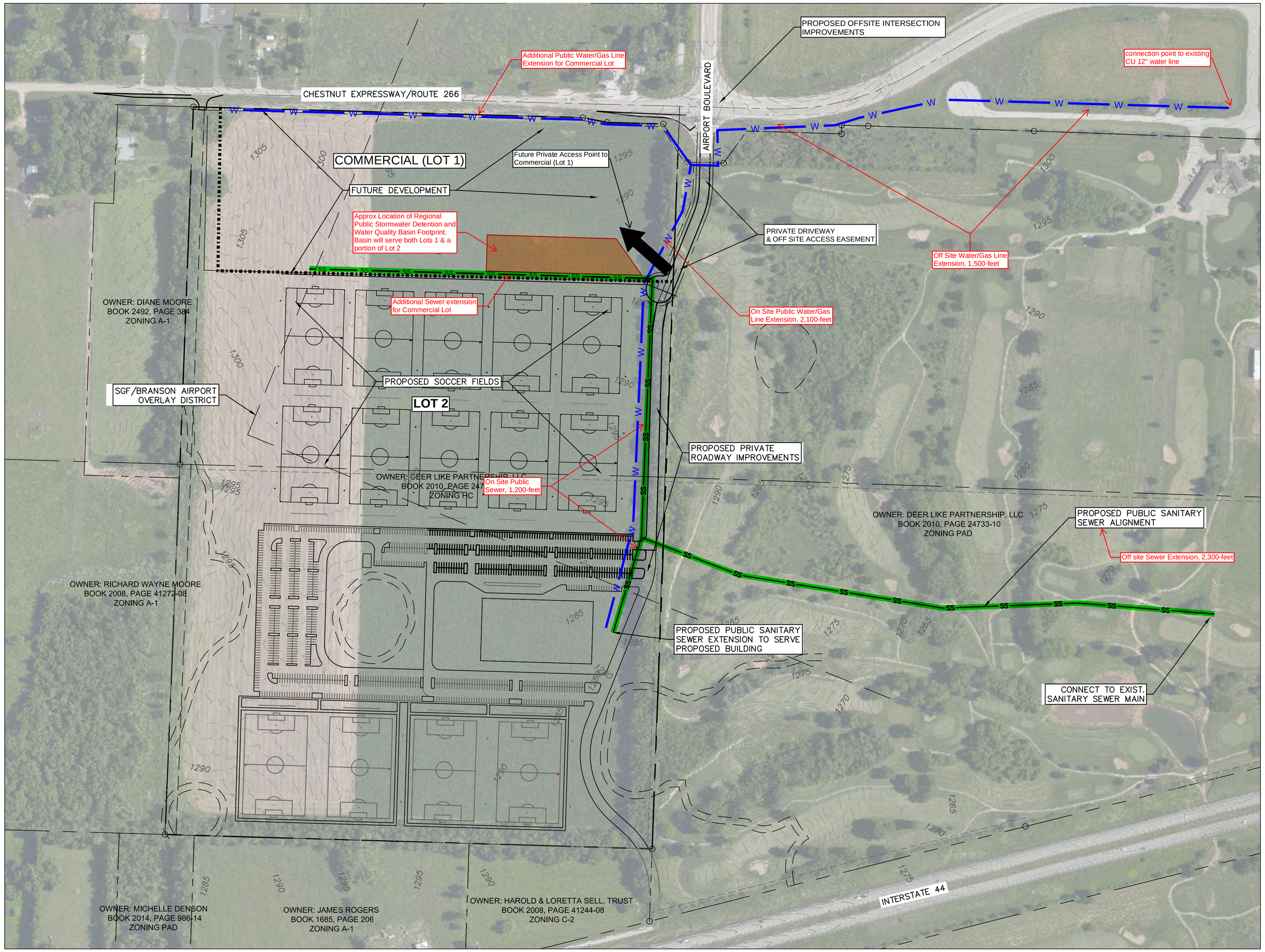
OPINION OF PROBABLE COST

DATE: **February 11, 2021**

CATEGORY	QUANTITY	UNIT	UNIT PRICE		TOTAL
OFFSITE UTILITIES					
12-inch PVC Offsite Water	1,500	LF	$95.00	$/LF	$142,500.00
4-inch Plastic Offsite Gas	370	LF	$55.00	$/LF	$20,350.00
City Utilities Design & Inspection Fee	1	LS	$29,313.00	$/LF	$29,313.00
10-inch PVC Offsite Sewer	2,300	LF	$105.00	$/LF	$241,500.00
SUBTOTAL					$433,663.00
Contingency	20%				$86,732.60
TOTAL					$520,395.60
OFFSITE TRAFFIC AND TRANSPORATION					
HWY 266 Right Turn Lane @ Public Road A	1	LS	$150,000.00	$/LS	$150,000.00
HWY 266 Intersection Restriping	1	LS	$30,000.00	$/LS	$30,000.00
Sidewalks along HWY 266	2,200	LF	$19.00	$/LF	$41,800.00
SUBTOTAL					$221,800.00
Contingency	20%				$44,360.00
TOTAL					$266,160.00
ONSITE IMPROVEMENTS					
Public Road A (Collector 37' B-B)*	0	LF	$600.00	$/LF	$0.00
MO 266 Access	0	EA	$100,000.00	$/EA	$0.00
Public Sanitary	1,200	LF	$100.00	$/LF	$120,000.00
Additional Sanitary for Commerical Lot	1,200	LF	$100.00	$/LF	$120,000.00
Public Water (8") & Gas Joint Trench (2")	2,100	LF	$115.00	$/LF	$241,500.00
Additional Public Water (8") & Gas Joint Trench (2") for Commercial Lot	1,700	LF	$115.00	$/LF	$195,500.00
Regional Basins	1	EA	$150,000.00	$/EA	$150,000.00
SUBTOTAL					$827,000.00
Contingency	20%				$165,400.00
TOTAL					$992,400.00
City Permit and Insepction FEES, Public Improvement Design/Platting/Rezoning Fees					
City Inspection Fees (5% of Road, Basin and Sanitary Construction Costs)	5%		$1,548,360.00	Cont. Cost	$77,418.00
Land Distrubance Permits (MO and City)	2	EA	$1,500.00	$/EA	$3,000.00
Rezoning, TIS, Platting, Design	7%	LS	$1,800,072.00	Cont. Cost	$126,005.04
SUBTOTAL					$206,423.04
Contingency	20%				$41,284.61
TOTAL					$247,707.65
Project Grand Total					**$2,026,663.25**

1 *Road Unit Price includes Subgrade, Pavement, Sidewalk (one side), Storm Sewer, and Electric

Exhibit B



FLOOD ZONE:

THE FLOOD INSURANCE RATE MAPS (FIRM) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) COMMUNITY PANEL NOS. 29077C0308E AND 29077C0309E, EFFECTIVE DATE OF DECEMBER 17, 2010, SHOWS THIS PROPERTY IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.)

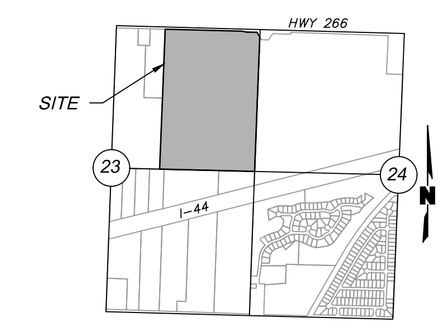
UTILITY COMPANIES:

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

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

STORM SEWER
CITY OF SPRINGFIELD –
STORMWATER SERVICES DEPT.
840 BOONVILLE AVENUE
CONTACT: JULIE HAWKINS
PH: (417) 864-1876
EMAIL: jhawkins@springfieldmo.gov

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



LOCATION MAP
SEC. 23 & 24, T-29-N, R-23-W
SCALE: 1"=2000'

ENGINEER:

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

SURVEYOR:

OLSSON, INC.
ROD NEFF
550 ST. LOUIS STREET
SPRINGFIELD, MO 65807
PH: (417) 890-8802
FAX: (417) 890-8805

OWNER/DEVELOPER:

DEER LAKE PARTNERS, LLC
CONTACT: ROBERT PHILLIPS
4500 S 129TH EAST AVE. SUITE 115
TULSA OK 74134
PH: (918) 523-4000

BOUNDARY DESCRIPTION

A TRACT OF LAND, SITUATED IN SECTION 23 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF TRACT III DESCRIBED IN BEED BOOK 2010, PAGE 24733-10, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 01°45'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH 88°19'42" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH 88°23'16" WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH 01°45'09" WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH 88°23'16" EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°45'09" WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF 01°45'29", AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH 74°24'58" WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR CORNER; THENCE NORTH 01°38'07" EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER FOR A POINT OF BEGINNING; THENCE NORTH 88°47'48" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1,754.45 TO AN EXISTING IRON PIN FOR THE CORNER; THENCE N01°50'13"EAST A DISTANCE OF 1,333.63 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE N01°40'14"EAST A DISTANCE OF 1,287.49 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 266 FOR CORNER; THENCE SOUTH 88°53'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,402.32 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 79°10'22"EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 88.86 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 88°54'54"EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 202.35 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 32°54'49"EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 100.32 FEET TO A POINT IN THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 01°48'27" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°29'45" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE POINT OF BEGINNING, AND CONTAINING 105.16 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

LEGEND

- RIGHT-OF-WAY LINE
- PROPERTY LINE
- UTILITY EASEMENT
- 1370 EXIST. CONTOUR
- 1370 FINISH GRADE CONTOUR
- EXIST. SANITARY SEWER MANHOLE
- EXIST. LIGHT POLE
- EXIST. POWER POLE
- EXIST. SIGN
- EXIST. STORM MANHOLE
- EXIST. TELEPHONE MANHOLE
- EXIST. TRAFFIC SIGNAL BOX
- EXIST. TRAFFIC SIGNAL POLE
- EXIST. WOOD POST
- EXIST. TREE LINE
- X EXIST. BARBED WIRE FENCE
- W EXIST. WATER PIPE
- SS EXIST. SANITARY PIPE

BENCHMARKS

LIDAR ELEVATIONS BASED ON NAVID 88 BY USE OF MODOT CONTINUOUSLY OPERATING GNSS RTK NETWORK

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

N

0' 100' 200' 400'
SCALE IN FEET

olsson

Olsson Inc. Engineering - MO State Certificate of Authority #001592
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION
NO.	DATE	DESCR.

REVISIONS

CONCEPT PLAN

NEW SOCCER COMPLEX FOR SPORTING SPRINGFIELD

SPRINGFIELD, MISSOURI

2021

drawn by:	TDD
checked by:	RGH
approved by:	RGH
QA/QC by:	RGH
project no.:	B16-1787
drawing no.:	
date:	02.11.2021

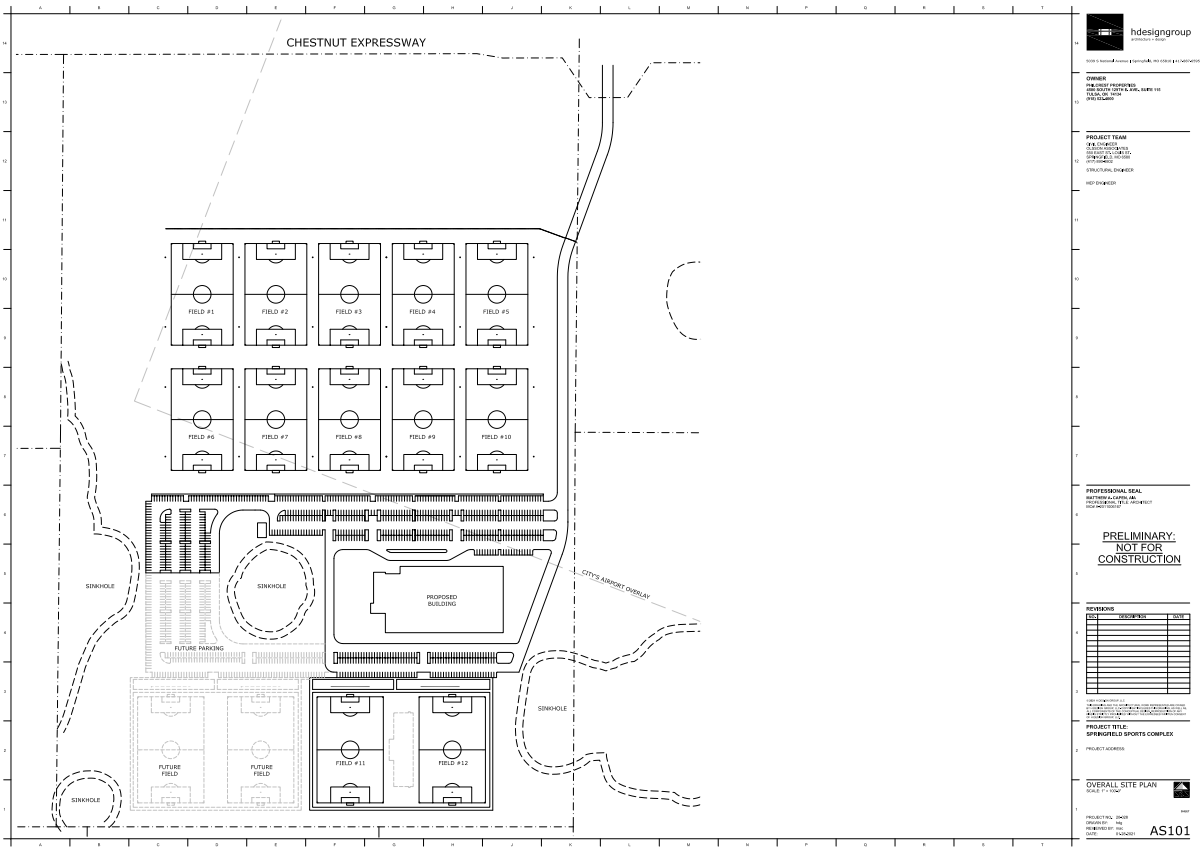
SHEET
1 of 1

18 of 24

DWG: F:\2016\1501-2000\016-1787\40-Design\Exhibits_Soccer Complex\2021.02.10_Public Improvements Exhibit\b016-1787_Prop San Layout.dwg USER: rhaase
DATE: Feb 10, 2021 11:59am XREFS: V_LIDAR_61787 V_BOU_61787 V_TOPO_61787 b16-1787_GOLF COURSE CONTOURS

Exhibit C

Private Development Site Plans



Conceptual Drawings

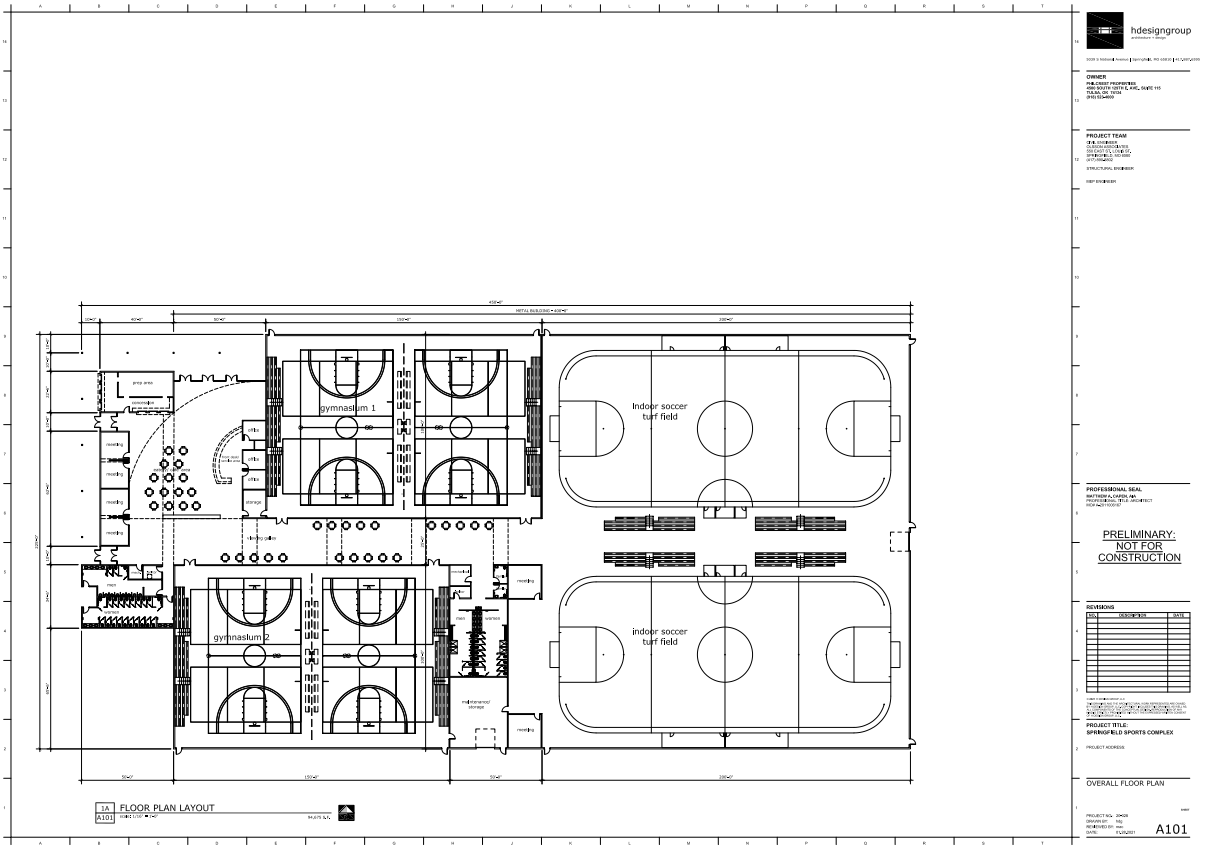
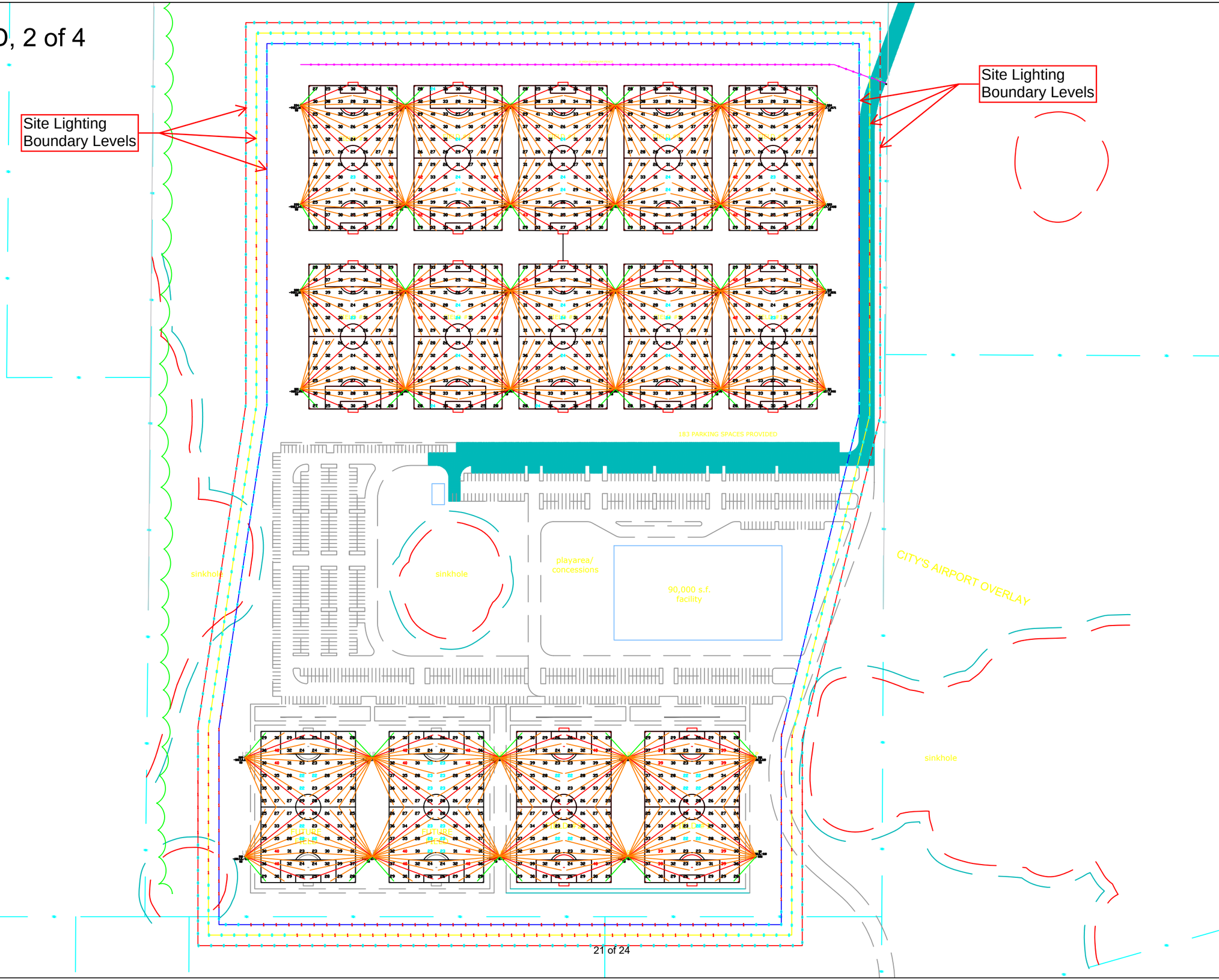


Exhibit D, 2 of 4



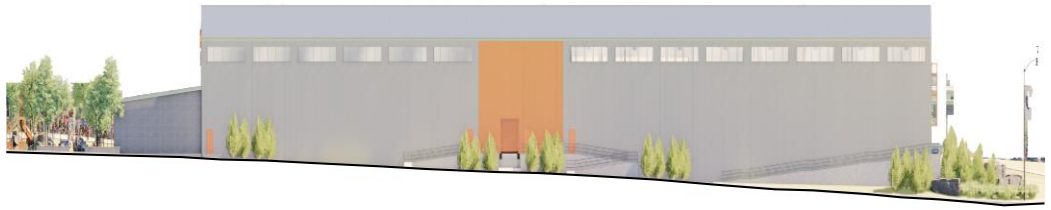
TECHLINE SPORTS LIGHTING powered by GEOSPORT

SPRINGFIELD
SOCCER COMPLEX
SPRINGFIELD, MO
SOCCER

1. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS.SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A VISUALIZATION AID. FIELD DEVIATIONS MAY SIGNIFICANTLY AFFECT PREDICTED PERFORMANCE. PRIOR TO INSTALLATION, CRITICAL SITE INFORMATION (POLE LOCATIONS, ORIENTATION, MOUNTING HEIGHT, ETC.) SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.
2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARDS UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NORMAL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS.
3. CONFORMANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.
4. CALCULATIONS DO NOT TAKE INTO CONSIDERATION ANY OBSTRUCTIONS OR LIGHTING POLLUTION CAUSED BY NEIGHBORING LIGHT SOURCES.

DRAWN BY:JCIE
Date:1/28/2021
SCALE:NTS
Page:1 of 2
Dwg #:21-2307

north elevation



south elevation

hdesigngroup | SPRINGFIELD SPORTS COMPLEX

elevations - nts

{2246534;5}

Exhibit D, page 4 of 4

west elevation

east elevation

hdesigngroup | SPRINGFIELD SPORTS COMPLEX

elevations - nts

{2246534;5}

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
057

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
41080	20	73020	508570	000000	00000	1,375,000	West Chestnut Private Athletic Complex - SGF Sports LLC
41040	20	73020	508570	000000	00000	375,000	West Chestnut Private Athletic Complex - SGF Sports LLC
40051	20	73020	508570	000000	00000	250,000	West Chestnut Private Athletic Complex - SGF Sports LLC
40056	20	73020	508570	000000	00000	100,000	West Chestnut Private Athletic Complex - SGF Sports LLC
Net Expenditure Adjustment						2,100,000	

Fund Balance Appropriation:

Fund		Title	Amount
41080		1/4-Cent Capital Imp. Sales Tax	(1,375,000)
41040		1/4-Cent Capital Imp. Sales Tax	(375,000)
40051		1/8-Cent Transportation Sales Tax	(250,000)
40056		1/8-Cent Transportation Sales Tax	(100,000)

Explanation: To amend the FY2020-21 budget by appropriating fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax ($1,750,000) and the 1/8-Cent Transportation Sales Tax ($350,000) for a Private Athletic Complex on West Chestnut Expressway per the terms of a developer's agreement with SGF Sports LLC.

Requested By:

Dan Smith 2/18/21
Department Head Date

Approved By:

2/18/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-048
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 02-16-21

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 045 GENERAL ORDINANCE _____

AN ORDINANCE

DECLARING the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2023, and establishing deadlines for City staff to meet with stakeholders and present a report to City Council regarding stakeholder input and staff recommendations; and repealing Section 3 of General Ordinance 6564.

WHEREAS, City Council passed General Ordinance 6564 which adopted a modified version of the 2018 International Residential Building Code and established certain deadlines for City staff to seek stakeholder input and make recommendations regarding minor deletions or amendments to the Code adopted; and

WHEREAS, the City recently hired a new Director of Building Development Services who will be critical in facilitating stakeholder input and staff recommendations; and

WHEREAS, the Springfield City Council Priorities calls for Building Development Services' time to be focused on: stricter enforcement of nuisance violations, improving the efficiency and value of the development process, and addressing chronic nuisance properties in Springfield's neighborhoods; and

WHEREAS, delaying consideration of the residential energy efficiency code update by one year will allow the new director and Building Development Services staff to apply a more focused attention this year on those key development, crime, and neighborhood City Council priorities.

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

Section 1 – City Council hereby declares its intent to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2023. No

later than February 1, 2022, City staff shall meet with stakeholders to solicit input about whether minor deletions, modifications, amendments, and/or additions to the 2018 or 2021 Code should be adopted at the time the Code is adopted. City staff shall present a report on stakeholder input and staff's recommendations to City Council no later than June 30, 2022.

Section 2 – City Council hereby repeals Section 3 of General Ordinance 6564. All other provisions of General Ordinance 6564 remain in effect.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 045

FILED: 02-16-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To declare the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2023, and establishing deadlines for City staff to meet with stakeholders and present a report to City Council regarding stakeholder input and staff recommendations; and to repeal Section 3 of General Ordinance 6564.

BACKGROUND INFORMATION: On November 18, 2019, City Council passed General Ordinance 6564 which adopted the 2018 International Residential Building Code with certain deletions and amendments. Additionally, Section 3 of General Ordinance 6564 declared the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2022, and established certain deadlines for staff to meet with stakeholders to solicit input about whether minor deletions, modifications, amendments, and/or additions should be made to the Code adopted and to present a report to City Council regarding stakeholder input and staff recommendations.

The City recently hired a new Director of Building Development Services ("BDS") who will be critical in facilitating stakeholder input and staff recommendations. The Springfield City Council Priorities document addresses a variety of needs that involve BDS including: stricter enforcement of nuisance violations, improving the efficiency and value of the development process, and addressing chronic nuisance properties in Springfield's neighborhoods. The review of residential energy efficiency code provisions will likely consume a significant amount of time. By delaying this review by one year, the new director and BDS staff can apply a more focused attention this year on those City Council Priority items that have plagued Springfield for some time.

This bill would set new deadlines related to the International Residential Building Code and repeal Section 3 of General Ordinance 6564, which established the existing deadlines. All other provisions in General Ordinance 6564 would remain in effect.

REMARKS: Councilman Ollis requested this Council Bill.

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 19
Filed 02-16-21

Sponsored by Lear, Hosmer, and Schilling

First Reading _____ Second Reading _____
SUBSTITUTE NO. 1
COUNCIL BILL 2021-045 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36, Article XIII of the Springfield City Code, known as the Land Development Code, by repealing Article XIII, 'Residential Building Code,' in its entirety, and enacting in lieu thereof a new Article XIII, 'Residential Building Code' to become effective April 1, 2022; and repealing Section 3 of General Ordinance 6564.

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

Section 1 – Effective April 1, 2022, Springfield City Code, Chapter 36, Article XIII, 'Residential Building Code,' is repealed in its entirety and a new Article XIII is enacted in lieu thereof, to read as follows:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

ARTICLE XIII. – RESIDENTIAL BUILDING CODE

Sec. 36-1301. – Adoption of 2018 Residential Building Code.

City Council hereby adopts the 2018 International Residential Building Code, as published by the International Code Council, and all referenced standards therein as if spelled out in this Ordinance, except such portions thereof as are hereinafter deleted, modified, or amended. This code shall be designated as Article XIII Residential Building Code of Chapter 36, known as the Land Development Code. One (1) copy of said code is on file in the office of the City Clerk, Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri.

Sec. 36-1302. – Deletions, modifications, amendments, and additions.

The 2018 International Residential Building Code, as adopted, is hereby amended and changed as follows:

(a) Chapter 1 is repealed in its entirety because code enforcement is covered in Springfield City Code Chapter 36, Land Development Code, Article I, Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.

(b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.

(c) All adopted chapters and appendices include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Residential Building Code.

All language referring to flood-hazard areas is repealed and replaced with:

All structures located within a designated flood-hazard area shall comply with Chapter 36 Land Development Code, Article XVII Floodplain Management.

Section R202 Definitions

Sleeping Room. A sleeping room is any space, whether finished or not, meeting the minimum room area requirements of Section R304 of the 2018 International Residential Building Code designed for, or intended for, the purpose of a bedroom, as indicated on the approved construction documents.

R301.2 Climatic and geographic design criteria. Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions of this section. Climatic and geographic design criteria are provided in Table R301.2(1) below, which replaces Table R301.2(1) and footnotes from the published code.~~Additional criteria shall be established by the local jurisdiction and set forth in Table R301.2(1).~~

TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA	
Ground Snow Load	20 PSF
Wind Speed (mph)	115 MPH
Seismic Design Category	B
Weathering	Severe
Frost Line Depth	24 inches
Termite	Moderate to Heavy
Decay	Slight to Moderate
Ice Shield Underlayment Required	Where roof slope is less than or equal to 4:12
Flood Hazard	In accordance with Springfield MO City Code Chapter 36 Article XVII https://library.municode.com/mo/springfield/codes/code_of_ordinances Entry into National Flood Insurance Program 5/8/1989
Air Freezing Index	659
Winter Design Temp	9° F
Air Freezing Index	1500 or less
Mean Annual Temp	56° F
Elevation	1270 feet
Latitude	37° N
Winter Heating	11° F
Summer Cooling	92° F
Altitude Correction Factor	0.96
Indoor Design Temperature	70° F
Wind Velocity Heating	15 mph if site specific speed unknown
Wind Velocity Cooling	15 mph if site specific speed unknown
Coincident Wet Bulb	74° F
Daily Range	M

R302.15 Patio Home Dwelling Unit Separation. The common wall separating the two dwelling units shall be constructed as a 2-hour rated, 8-inch masonry block firewall with the following design criteria, unless otherwise approved by the Building Official:

1. The wall shall be vertically continuous from the foundation to the underside and tight to the roof deck. The small void (no greater than ½ inch) between the top of the block to the underside of the deck shall be sealed with tightly compressed fire-safe mineral wool. On the underside of the rafter and extending a minimum of four (4) feet back from the face of the firewall, one layer of 5/8-inch Type “X” gypsum board shall be installed.

2. The wall shall be constructed such that it is totally independent of the adjacent construction and shall resist collapse. It shall not be used as a

structural element for the adjoining framing.

3. The wall shall extend horizontally, tight to a noncombustible exterior wall finish material.

4. In the case where the roof overhang extends beyond the face of the block wall, both rafters and ceiling joist, located next to and on either side of the firewall shall be covered on both sides with a single layer of 5/8-inch Type "X" gypsum board from the fascia board to the firewall as detailed by administrative ruling.

5. No penetrations of any kind will be allowed in or through the block wall.

R313.3 Fire-sprinkler offer. RSMo section 67.281 is hereby incorporated into this code by reference.

R319.1 Address identification. Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. ~~Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) in height with a stroke width of not less than 0.5 inch (12.7mm).~~ Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained. The assigned address number shall be clearly posted on the site as soon as work commences and shall remain in place until the building is removed from that site. Letters and numbers shall be in conformance with Chapter 26, Section 26-3, Numbering of businesses and dwellings units, of the Springfield City Code.

R322.1.5 Lowest floor. The lowest floor shall be the lowest floor of the lowest enclosed area, including basement or bottom of crawl space, and excluding any unfinished flood-resistant enclosure that is useable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the building or structure in violation of this section.

R325.3 Area limitation. The aggregate area of a mezzanine or mezzanines shall be not greater than one-third of the floor area of the room or space in which they are located. The enclosed portion of a room shall not be included in a determination of the floor area of the room in which the mezzanine is located.

Exception: The aggregate area of a mezzanine located within a dwelling unit equipped with a fire sprinkler system in accordance with Section P2904 shall not be greater than one-half of the floor area of the room, provided that the mezzanine meets all of the following requirements:

2. The opening to the room is unobstructed except for walls not more than ~~42~~ 36 inches (~~1067~~ 914 mm) in height, columns and posts.

R325.5 Openness. Mezzanines shall be open and unobstructed to the room in which they are located except for walls not more than 36 inches (914 mm) in height, columns and posts.

~~Exceptions:~~
~~1. Mezzanines or portions thereof are not required to be open to the room in which they are located, provided that the aggregate floor area of the enclosed space is not greater than 10 percent of the mezzanine area.~~

~~2. In buildings that are not more than two stories above grade plane and equipped throughout with an automatic sprinkler system in accordance with Section R313, a mezzanine shall not be required to be open to the room in which the mezzanine is located.~~

R401.4.1. Geotechnical evaluation. In lieu of a complete geotechnical evaluation, the load-bearing values in Table R401.4.1 shall be assumed. Presumptive load-bearing value of foundation materials shall be assumed to be 1,500 PSF unless otherwise evaluated and certified in writing by a licensed design professional or approved by the building official.

R403.1 General.

All exterior walls shall be supported on continuous ~~solid or fully grouted masonry or~~ concrete footings except where otherwise approved, prior to design and installation, in writing by the building official.~~, crushed stone footings, wood foundations, or other approved structural systems~~ that Footings and foundations shall be of sufficient design to accommodate all loads according to Section R301 and to transmit the resulting loads to the soil within the limitations as determined from the character of the soil and in accordance with R401. Footings shall be supported on undisturbed natural soils or engineered fill. Concrete footings shall be designed and constructed in accordance with the provisions of Section R403 or in accordance with ACI 332. Where footings are designed and constructed in accordance with ACI 332, the reinforcement, support and cover, and lap-splice requirements of R404.3.1.1 shall govern. Masonry stem walls shall be solid grouted.

R403.1.1 Minimum size, reinforcement, support and cover, and lap splices. The minimum width, W, and thickness, T, for concrete footings shall be in accordance with Tables R403.1(1) through R403.1(3), ~~and~~ Figure R403.1(1) with the following exceptions~~, or R403.1.3, as applicable~~. The footing width shall be based on the load-bearing value of the soil in accordance with ~~Table~~ R401.4.1.

Footing projections, P, shall be not less than 2 inches (51 mm) and shall not exceed the thickness of the footing. Footing thickness and projection for fireplaces shall be in accordance with Section R1001.2. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.2, and Figures R403.1(2) and R403.1(3). Footings for precast foundations shall be in accordance with the details set forth in Section R403.4, Table R403.4, and Figures R403.4(1) and R403.4(2). Support and cover shall comply with R403.1.3.5.3. Lap splices shall comply with R403.1.3.5.4.

Exceptions:

1. 2 - #4 continuous reinforcing bars, spaced not less than 6 inches, centered on the footing, shall be installed in monolithic slab-on-ground with turned-down footings, thickened slab-on-ground footings at bearing walls or braced wall lines, spread footings, and footings with concrete stem and footing combined. If the footing width exceeds 24 inches a third #4 bar shall be placed, and all three bars equally spaced across the width of the footing with concrete cover requirements satisfied.

2. #4 horizontal reinforcing bars shall be placed not more than 6 inches from the top and the bottom of the stem wall and not more than 18 inches on center between the top and bottom reinforcing bars. Horizontal reinforcing bars shall be supported at not less than 48 inches on center, tied to vertical dowels or reinforcing bars or supported by form ties.

3. Stem walls shall be tied to footings with #4 vertical steel reinforcing dowels spaced not more than 48 inches on center, extending not less than 18 inches into the stem wall; straight dowels shall be embedded not less than 5 inches into the footing, dowels with standard hooks shall be embedded not less than 3 inches into the footing.

R403.1.3.6 Isolated concrete footings.

In detached one- and two-family dwellings that are three stories or less in height and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are permitted. Concrete columns or pedestals shall be tied to isolated concrete footings by not less than one #4 vertical steel reinforcing dowel, extending not less than 18 inches into the column or pedestal; straight dowels shall be embedded not less than 5 inches into the footing, dowels with standard hooks shall be embedded not less than 3 inches into the footing. Columns or pedestals

R403.1.4 Minimum depth.

Exterior footings shall extend to or below the frost line specified in R301.2 unless placed on solid rock. Decks not supported by a dwelling need not be provided with footings that extend below the frost line. ~~be placed not less than 12 inches (305 mm) below the undisturbed ground surface. Where applicable, the depth of footings shall also conform to Sections R403.1.4.1 through R403.1.4.2.~~

~~R403.1.4.1 Frost protection.~~
~~Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:~~

~~1. Extended below the frost line specified in Table R301.2.(1).~~

~~2. Constructed in accordance with Section R403.3.~~

~~3. Constructed in accordance with ASCE 32.~~

~~4. Erected on solid rock.~~

~~Footings shall not bear on frozen soil unless the frozen condition is permanent.~~

~~Exceptions:~~

~~1. Protection of free-standing accessory structures with an area of 600 square feet (56 m2) or less, of light-frame construction, with an eave height of 10 feet (3048 mm) or less shall not be required.~~

~~2. Protection of free-standing accessory structures with an area of 400 square feet (37 m2) or less, of other than light-frame construction, with an eave height of 10 feet (3048 mm) or less shall not be required.~~

~~3. Decks not supported by a dwelling need not be provided with footings that extend below the frost line.~~

R404.1.2 Design of masonry foundation walls.

Masonry foundation walls shall be designed and constructed in accordance with the provisions of this section or in accordance with the provisions of TMS 402. Where TMS 402 or the provisions of this section are used to design masonry foundation walls, then project drawings, typical details, and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the building official. ~~state law of the jurisdiction having authority.~~ Minimum design

lateral soil load/equivalent fluid pressure of soil shall be 60 psf per foot below grade unless otherwise determined by a Missouri licensed design professional or otherwise approved by the building official.

R404.1.3 Concrete foundation walls.

Concrete foundation walls that support light-frame walls shall be ~~designed and~~ constructed in accordance with the provisions of this section, ACI 318, ACI 332, or PCA 100. Concrete foundation walls that support above-grade concrete walls that are within the applicability limits of Section R608.2 shall be ~~designed and~~ constructed in accordance with the provisions of this section, ACI 318, ACI 332, or PCA 100. Concrete foundation walls that support above-grade concrete walls that are not within the applicability limits of Section R608.2 shall be ~~designed and~~ constructed in accordance with the provisions of ACI 318, ACI 332, or PCA 100. Where ~~ACI 318,~~ ACI 332, PCA 100 or the provisions of this section are used to design concrete foundation walls, then project drawings, typical details, and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the building official. ~~state law of the jurisdiction having authority.~~ Minimum design lateral soil load/equivalent fluid pressure of soil shall be 60 psf per foot below grade unless otherwise determined by a Missouri licensed design professional or otherwise approved by the building official. Concrete foundation walls designed in accordance with the provisions of ACI 318 shall be designed by a Missouri licensed design professional and construction documents for concrete foundation walls thus designed shall be sealed and signed by the designer.

R606.1.1 Professional registration not required.

Where the empirical design provisions of Appendix A of TMS 402, the provisions of TMS 403, or the provisions of this section are used to design masonry, then project drawings, typical details, and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the building official.~~state law of the jurisdiction having authority.~~

R608.1 General.

Exterior concrete walls shall be ~~designed and~~ constructed in accordance with the provisions of this section or in accordance with the provisions of PCA 100 or ACI 318. Where PCA 100~~, ACI 318,~~ or the provisions of this section are used to design concrete walls, then project drawings, typical details, and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the building official.~~state law of the jurisdiction having authority.~~ Exterior walls designed in accordance with the provisions of ACI 318 shall be designed by a Missouri licensed design professional and construction documents for concrete foundation walls thus designed shall be sealed and signed by the designer.

R802.11.1 Uplift resistance. Roof assemblies shall have uplift resistance in

accordance with Sections R802.11.1.1 and R802.11.1.2. Ties, tiedowns, anchors or screws manufactured specifically to resist uplift, as indicated in the manufacturer's literature, are required.

~~Where the uplift force does not exceed 200 pounds (90.8 Kg), rafters and trusses spaced not more than 24 inches (610 mm) on center shall be permitted to be attached to their supporting wall assemblies in accordance with Table R602.3(1).~~

~~Where the basic wind speed does not exceed 115 mph, the wind exposure category is B, the roof pitch is 5: 12 (42-percent slope) or greater, and the roof span is 32 feet (9754 mm) or less, rafters and trusses spaced not more than 24 inches (610 mm) on center shall be permitted to be attached to their supporting wall assemblies in accordance with Table R602.3(1)~~

N1101.14 (R401.3) Certificate (Mandatory). A permanent certificate shall be completed by the builder or other approved party and posted on a wall in the space where the furnace is located, a utility room or an approved location inside the building. Where located on an electrical panel, the certificate shall not cover or obstruct the visibility of the circuit directory label, service disconnect label or other required labels. The certificate shall indicate the predominant R-values of insulation installed in or on ceilings, roofs, walls, ~~foundation components such as slabs, basement walls, crawl space walls and floors,~~ and ducts outside conditioned spaces~~;~~, and U-factors of fenestration and the solar heat gain coefficient (SHGC) of fenestration~~, and the results from any required duct system and building envelope air leakage testing performed on the building~~. Where there is more than one value for each component, the certificate shall indicate the value covering the largest area. The certificate shall indicate the types and efficiencies of heating, cooling and service water heating equipment. Where a gas-fired unvented room heater, electric furnace, or baseboard electric heater is installed in the residence, the certificate shall indicate "gas-fired unvented room heater," "electric furnace" or "baseboard electric heater," as appropriate. An efficiency shall not be indicated for gas-fired unvented room heaters, electric furnaces and electric baseboard heaters.

N1102.4.1.1 (R402.4.1.1) Installation. ~~The components of the building thermal envelope as indicated in Table N1102.4.1.1 shall be installed in accordance with the manufacturer's instructions and the criteria indicated in Table N1102.4.1.1, as applicable to the method of construction. Where required by the building official, an approved third party shall inspect all components and verify compliance.~~ The building thermal envelope shall be durably sealed to limit infiltration. Where required by the building official, an approved third party shall inspect all components and verify compliance. The sealing methods between dissimilar materials shall allow for differential expansion and contraction. The following shall be caulked, gasketed, weatherstripped or otherwise sealed with an air barrier material, suitable film or solid material, in accordance with the manufacturer's instructions for the material being used.

1. All joints, seams and penetrations.

2. Site-built windows, doors and skylights.

3. Openings between window and door assemblies and their respective jambs and framing.

4. Utility penetrations.

5. Dropped ceilings or chases adjacent to the thermal envelope

6. Knee walls (where provided).

7. Walls and ceiling spaces separating the garage from conditioned spaces.

8. Behind tubs and showers on exterior walls.

9. Common walls between dwelling unit.

10. Other sources of infiltration;

Delete Table N1102.4.1.1 (R402.4.1.1).

N1102.4.1.2 (R402.4.1.2) Testing.
The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding ~~five~~ seven air changes per hour ~~in Climate Zones 1 and 2, and three air changes per hour in Climate Zones 3 through 8.~~ Testing shall be conducted in accordance with RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals). Where required by the building official, testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the building official. Testing shall be performed at any time after creation of all penetrations of the building thermal envelope.

Exception: A building or dwelling unit constructed and certified in accordance with N1101.14, to be in compliance with the prescriptive requirements of N1102.1.2 shall not require testing except as provided for in Section 36-148 of the Code of Ordinances of the City of Springfield.

N1103.3.3 (R403.3.3) Duct testing (Mandatory).
Ducts shall be pressure tested to determine air leakage by one of the following methods:

Exceptions:

3. A duct air-leakage test shall not be required for ducts serving a building or dwelling unit constructed and certified in accordance with N1101.14, to be in compliance with the prescriptive requirements of N1102.1.2.

N1105.5.2 Table N1105.5.2 (1) [R405.5.2(1)] Specifications for the standard reference and proposed designs.

Add the following:

Exceptions:

1. Above-grade walls: U-factor = 0.082.

2. Basement and crawl space walls: U-factor = 0 (no insulation required).

3. Above-grade floors: U-factor = 0, (no insulation required).

4. Air-exchange rate: The air leakage rate at a pressure of 0.2 inch w.g. (50 Pa) shall be 7 air changes per hour.

N1106.4 (R406.4) ERI-based compliance. Compliance based on an ERI analysis requires that the rated design be shown to have an ERI less than or equal 76~~to the appropriate value indicated in Table N1106.4 when compared to the ERI reference design~~. Where on-site renewable energy is included for compliance using the ERI analysis of Section N1106.4, the building shall meet the mandatory requirements of Section N1106.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table N1102.1.2 or Table N1102.1.4.

Delete Table N1106.4 (R406.4) and footnote a.

N1107.1.1 (R501.1.1) Additions, alterations or repairs:
Add the following:

Exceptions: The following additions or alterations shall not be required to comply with the requirements for new construction provided that the energy use of the building is not increased:

1. Ceilings with attic spaces shall provide and average R-30 insulation over 100 percent of the ceiling area with a maximum insulation depth extended over the wall top plate at the eaves as may be accommodated by framing member depth and

required eave baffle.

2. Additions to existing structures where framing and construction methods necessitate matching existing form and architectural characteristic style rendering compliance with requirements for new construction infeasible.

3. Exposed floor cavities and rim joists may not be required to be insulated.

4. Exposed wall cavities and matching wall construction methods of additions shall provide a minimum R-13 insulation.

5. Existing building envelope shall require an air-barrier seal at all exposed and readily accessible breaks, joints and penetrations.

6. Any new duct extensions and any new branches shall provide a minimum R-6 insulation. Air duct leakage test shall not be mandatory.

7. All additions and alterations building thermal envelope air leakage test shall not be mandatory.

8. Mechanical system piping insulation shall not be mandatory.

N1109.1.1 (R503.1.1) Building Envelope

Exception:

2. Existing ceiling or wall ~~or floor~~ cavities exposed during construction provided that these cavities are filled with insulation.

M1411.3 Condensate disposal. Condensate from cooling coils and evaporators shall be conveyed from the drain pan outlet to an *approved* place of disposal. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than one-eighth unit vertical in 12 units horizontal (1 percent slope). Condensate shall not discharge into a street, alley, crawl-space or other area where it would cause a nuisance.

M1504.3

Exception: Toilet room exhaust fans may exhaust through the soffit provided that:

1. The duct shall terminate at the soffit panel to an approved mechanical louver or vent; and

2. The adjoining soffit space, for a distance of four (4) feet on either side of the exhaust duct penetration, shall be of a solid non-vented material.

G2413.7 (402.7) Maximum operating pressure is repealed and replaced with:

G2413.7 (402.7) Operating pressure. The standard operating pressure for piping systems located inside buildings shall be 0.25 psig. Design operating pressures other than 0.25 psig shall only be allowed in areas where the gas supplier has sufficient main-line delivery pressure to assure adequate supply. The installer shall be responsible for verifying the availability of elevated pressure with the gas supplier.

G2413.7.1 (402.7.1) Operating pressures of 2 psig or less. For operating pressures of 2 psig or less, the piping material shall be in conformance with Section 403 of the 2018 International Fuel Gas Code, as amended.

G2413.7.2 (402.7.2) Pressures above 2 psig. Operating pressures above 2 psig shall only be allowed if all the following conditions are met:

1. Adequate pressure is available from the fuel-gas supplier; and,

2. The piping system is in an area zoned to allow commercial, industrial, or heavy manufacturing uses;

3. The connected load is 1000 CFH or greater and the facility has connected equipment that requires higher pressures for proper operation;

4. The installation is approved by the code official and the fuel-gas supplier;

5. The piping system is welded steel pipe;

6. All connected equipment is provided with regulators rated for the pressure provided.

(G2413.7.3) 402.7.3 Liquefied petroleum gas systems. The operating pressure for undiluted LP-gas systems shall not exceed 20 psig (140 kPa gauge). Buildings having systems designed to operate below -5°F (-21°C) or with butane or a propane-butane mix shall be designed to either accommodate liquid LP-gas or prevent LP-gas vapor from condensing into a liquid.

G2414.5.3 (403.5.3) Copper or copper-alloy tubing

G2414.5.3 (403.5.3) Copper or copper-alloy tubing. ~~Copper tubing shall comply with Standard Type K or L of ASTM B88 or ASTM B280.~~ Copper or copper-alloy tubing is not approved and shall not be used.

~~Copper and copper-alloy tubing shall not be used if the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet of gas (0.7 milligrams per 100 liters).~~

G2415.2 (404.2) CSST. CSST piping systems shall be installed in accordance with the terms of their approval, the conditions of listing, the manufacturer's

instructions, requirements stipulated by administrative ruling, and this code.

G2415.9 (404.9) Above-ground outdoor piping

G2415.9.1 (404.9.1) Gas meter set connection. The gas-meter-set location and design shall be in accordance with the local gas operator's standards.

G2417.1.3 (406.1.3) New branches. Where new branches are installed to new appliances, ~~only the newly installed branches shall be required to~~ the new branch and existing system shall be pressure tested. ~~Connections between the new piping and the existing piping shall be tested with a noncorrosive leak-detecting fluid or other approved leak-detecting methods.~~

Exceptions:

1. Where a new branch is installed to a new appliance with a connection made by removing a fitting (an elbow, for example) between the gas meter and where the gas piping enters the structure, and is replaced with another fitting (a tee, for example), to which the branch is connected, only the newly installed branches shall be required to be pressure tested. Connections between the new piping and the existing piping shall be tested with a noncorrosive leak-detecting fluid or other approved leak-detecting methods.
2. Where otherwise approved by the Code Official's duly authorized representative.

G2417.4.1 (406.4.1) Test pressure and duration. ~~The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 3 psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.~~ The test on all gas piping designed for 2 PSIG and less, shall be made by closing all openings and subjecting the pipes to a minimum of 20 PSIG with a 15-minute duration. The test on all gas piping designed for greater than 2 PSIG shall be a minimum of 20 PSIG with 120-minute duration. The measurement range of the test gauge shall be from 0 to no more than 30 PSIG and shall be readily visible for reading.

G2417.4.2 (406.4.2) Test duration is repealed in its entirety.

G2422.1 (411.1) Connecting appliances. Appliances shall be connected to the piping system by one of the following:

2. Corrugated stainless-steel tubing (CSST) where installed in accordance with the manufacturer's instructions and with approval prior to design or installation. Installations with prior approval are listed and installation requirements are itemized by administrative ruling ~~where installed in accordance with the manufacturer's instructions~~.

3. Listed and labeled appliance connectors in compliance with ANSI Z21.24/CGA 6.10 and installed in accordance with manufacturer's instructions and located entirely in the same room as the appliance and with approval prior to design or installation. Installations with prior approval are listed and installation requirements are itemized by administrative ruling.

Section P2801 General

P280.6 Required pan.

Exception:

1. A pan will not be required if the floor is concrete and a floor drain is adjacent to the device or the floor is defined as a slab on grade concrete floor.

2. A pan will not be required on a water heater changeout if the pre-existing conditions did not contain a pan.

P2902.3 Backflow protection. A means of protection against backflow shall be provided in accordance with Sections P2902.3.1 through P2902.3.7. Backflow prevention applications shall conform to Table P2902.3, except as specifically stated in Sections P2902.4 through P2902.5.5, and to and Missouri Department of Natural Resources regulations for backflow prevention in effect at the time of installation. Where requirements differ the requirement that provides the highest level of protection shall govern.

P2903.3.1 Maximum pressure is repealed and replaced with:

P2903.3.1 Maximum pressure. An approved water-pressure reducing valve conforming to ASSE 1003 with strainer shall be installed on the domestic water branch main or riser at the connection to the water-service pipe to reduce the pressure in the building water distribution piping to not more than 80 psi (552 kPa) static.

P3005.2.12 Building Sewer and public sewer junction. Connections to a public sewer shall conform to Public Works Standard Drawing Details for Public improvements, including Standard Drawing Details.

P3114.3.1 Limited Usage. The use of air admittance valves shall be permitted only in the remodel of existing buildings and shall not be permitted in new buildings and building additions, except for island fixtures, unless prior approval is granted by the building official.

P3302.2 Subsoil drains. Subsoil drains, sumps and pumps shall not be discharged to the building drain or sewer.

E3405.1.1 Clearance Requirements. All buildings and structures are required to meet clearance requirements from all wires, conductors, cables and rigid live parts as stipulated in the National Electric Safety Code ("NESC"), latest edition, or as dictated by the utility service provider. In case of a conflict between the two requirements, the requirement providing the greater level of safety shall apply.

E3601.8 Residential Service Upgrades.

1. All structures used for residential purposes, requiring a service upgrade or modification shall mandate the following electrical system improvements.
   a. GFI receptacles in the kitchen(s) and bathroom(s) shall be installed if outlets are in existence at the time of the service upgrade.
   b. Approved hard-wired dual powered, interconnected smoke detectors shall be installed and located as per the adopted building code.
   c. The kitchen shall be provided with a minimum of two (2) 20 Amp grounded small appliance branch circuits.
   d. Carbon monoxide detectors shall be installed in accordance with R315.1 where the structure has an attached garage or fuel fired appliances.
   e. All apparent hazards shall be corrected.

2. If a fire occurs, or other similar incident that damages any part of the electrical system within a residential structure, in addition to all damaged systems being repaired, it is mandated that all apparent hazards within the structure be corrected. Hard-wired, dual powered, interconnected smoke detectors and a carbon monoxide detector if required shall be installed and located as per the adopted building codes. If the service portion of the electrical system is damaged or upgraded as a result of a fire or other incident, it shall require that all items listed in paragraph E (1) of this section shall be provided.

3. A total or partial upgrade of the electrical system may be required, if in the opinion of the Code Official, or his designee, the condition of the existing electrical system constitutes a potential threat to the safety and welfare of current or future occupants.

3901.13, Basement finish requirement. Where a portion of the basement is finished into one or more habitable rooms, each separate unfinished portion shall have a receptacle outlet installed in accordance with this section. When interior walls for separate rooms are framed, these areas shall be considered as finished areas and shall be provided with the required branch circuits as required by Article 210, and any required smoke detectors. All wiring shall be protected from physical damage by the wall framing or the wall shall be covered with sheetrock on at least one side.

E3902.2 Garage and accessory building receptacles. 125-volt, single-phase, 15- or 20- ampere receptacles installed in garages and grade-level portions of

unfinished accessory buildings used for storage or work areas shall have ground-fault circuit-interrupter protection for personnel. [210.8(A)(2)]

Exception:

A single receptacle installed solely for electrical supply of a garage door opener.

E3902.16 Arc-fault circuit-interrupter protection. Branch circuits that supply 120-volt, single-phase, 15- and 20- ampere outlets installed in ~~kitchens, family rooms, dining rooms, living rooms, parlors, libraries, dens,~~ bedrooms~~, sunrooms, recreations rooms, closets, hallways, laundry areas~~ and ~~similar~~ sleeping rooms ~~or areas~~ shall be protected by any of the following: [210.12(A)]

E4002.14 Tamper-resistant receptacles. In bedrooms, ~~areas specified in Section E3901.1,~~ 15- and 20-ampere, 125- and 250-volt nonlocking-type receptacles shall be listed tamper-resistant receptacles. [406.12(A)]

AQ101.1 Scope

This appendix shall be applicable to tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix. Tiny houses shall meet the requirements of all applicable codes and shall be placed on an attached to footings that comply with Section R403 Footings. A certificate of compliance signed by an authorized agent of the manufacturer or constructor certifying the tiny house was constructed in compliance with this code shall be submitted with the application for a permit to the building official for review and approval. Tiny houses shall not be placed on site without a permit.

Sec. 36-1303. – Adoption of appendices.

By adoption of the 2018 International Private Sewage Disposal Code, the following appendices are part of this Code.

Appendix A: Sizing and Capacities of Gas Piping
Appendix B: Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category-I Appliances, and Appliances Listed for use with Type B Vents
Appendix C: Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems
Appendix D: Recommended Procedure for Safety Inspection of an Existing Appliance Installation
Appendix G: Piping Standards for Various Applications
Appendix I: Private Sewage Disposal
Appendix J: Existing Buildings and Structures
Appendix P: Sizing of Water Piping System
Appendix Q: Tiny Houses

Sec. 36-1304. – Penalty clause.

Any person convicted of: violating this article; failing to comply with any order issued under it; or, erecting, constructing, altering, or repairing a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under these codes shall be punished as provided in section 1-7 of the City Code. A fine must be at least $200.00 for the first offense, $400.00 for the second offense, and $500.00 for every offense thereafter. Notice under section 36-166 is not necessary to prosecute a violation of any provision of this article or these codes, unless the violation involves failure to comply with an order. Each day a violation continues is a separate offense.

Section 2 – City Council hereby repeals Section 3 of General Ordinance 6564. All other provisions of General Ordinance 6564 remain in effect.

Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, any rights acquired or liability incurred, any cause or causes of action accrued or existing under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, even if any one or more sections, subsections, sentences, clauses, or phrases were declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewoade, City Attorney

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

EXPLANATION TO SUBSTITUTE NO. 1 COUNCIL BILL 2021-045

FILED: 02-16-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To adopt the 2018 International Residential Building Code as Chapter 36, Article XIII of the Springfield City Code, known as the Land Development Code, by repealing the existing Article XIII, 'Residential Building Code,' in its entirety, and enacting in lieu thereof a new Article XIII, 'Residential Building Code' to become effective April 1, 2022; and repealing Section 3 of General Ordinance 6564.

BACKGROUND INFORMATION: On November 18, 2019, City Council passed General Ordinance 6564 which adopted the 2018 International Residential Building Code with certain deletions and amendments. Additionally, Section 3 of General Ordinance 6564 declared the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2022, and established certain deadlines for staff to meet with stakeholders to solicit input about whether minor deletions, modifications, amendments, and/or additions should be made to the Code adopted and to present a report to City Council regarding stakeholder input and staff recommendations.

The City recently hired a new Director of Building Development Services ("BDS") who will be critical in facilitating stakeholder input and staff recommendations. The Springfield City Council Priorities document addresses a variety of needs that involve BDS including: stricter enforcement of nuisance violations, improving the efficiency and value of the development process, and addressing chronic nuisance properties in Springfield's neighborhoods. The review of residential energy efficiency code provisions will likely consume a significant amount of time. Council Bill 2021-045 proposes to delay this review by one year, so that the new director and BDS staff can apply focused attention this year on those City Council Priority items that have plagued Springfield for some time.

This substitute bill would forgo delaying the review by repealing Section 3 of General Ordinance 6564, which established the existing deadlines for review, and adopting the 2018 International Building Code with certain exceptions. All other provisions in General Ordinance 6564 would remain in effect.

REMARKS: Councilman Lear requested this Council Bill.

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 02-16-21

Sponsored by: Ferguson

COUNCIL BILL 2021- 046 RESOLUTION _____

A RESOLUTION

CONFIRMING the appointment of Cindy Ussery to the Commercial Street Community Improvement District Board of Directors. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)

WHEREAS, on June 15, 2009, City Council passed Special Ordinance 25611 approving a petition requesting the formation of the Commercial Street Community Improvement District ("CID") and thereby establishing the same; and

WHEREAS, said petition established the qualifications and process for appointing members of the CID Board of Directors through appointment by the Mayor with confirmation by City Council; and

WHEREAS, there is presently a need to appoint one member to the Board of Directors; and

WHEREAS, the Mayor recommends the appointment of Cindy Ussery to the Commercial Street Community Improvement District Board of Directors.

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

Section 1 – City Council hereby confirms the appointment of Cindy Ussery to the Commercial Street Community Improvement District Board of Directors, with her term to expire on July 13, 2023.

Section 2 – This Resolution shall be in full force and effect immediately upon adoption.

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 046

FILED: 02-16-21

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To confirm the appointment of Cindy Ussery to the Commercial Street Community Improvement District Board of Directors. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)

BACKGROUND: As required by the petition establishing the Commercial Street Community Improvement District ("CID"), City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following appointment to the Board:

Seat	Name	Qualification	Term Expires	Notes
3	Cindy Ussery	Business owner in the District	7/13/2023	New appointment to fill unexpired term

REMARKS: Staff recommends approval.

Recommended by:

Matt D. Schaefer, AICP
Senior Planner

Submitted by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 02-16-21

Sponsored by: Simpson

COUNCIL BILL 2021- 047 RESOLUTION _____

A RESOLUTION

CONFIRMING the reappointments of Bob Jakubeck, Stephanie Stenger, and Stuart Stenger to the Board of Directors of the James River Commons Community Improvement District. (Staff recommends approval.)

WHEREAS, on December 12, 2005, City Council of the City of Springfield, Missouri passed Special Ordinance 24910 which established the James River Commons Community Improvement District ("CID"); and

WHEREAS, on September 29, 2008, City Council passed Special Ordinance 25484 which renewed and extended the existence of the James River Commons CID; and

WHEREAS, the James River Commons CID petition established the qualifications and representation requirements for appointing the members of the Board of Directors for the James River Commons CID; and

WHEREAS, there is presently a need to appoint three members to the Board of Directors; and

WHEREAS, the Mayor of the City of Springfield, Missouri, with the advice and consent of City Council, may appoint the James River Commons CID Board members.

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

Section 1 – The Mayor, with the advice and consent of City Council, hereby reappoints Bob Jakubeck, Stephanie Stenger, and Stuart Stenger to the Board of Directors of the James River Commons CID, with all terms beginning May 28, 2020, and expiring May 28, 2024.

Section 2 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-_047_____

FILED: 02-16-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the reappointment of Bob Jakubeck, Stephanie Stenger, and Stuart Stenger to the James River Commons Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the James River Commons Community Improvement District ("CID"), City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following reappointments to the Board:

Seat	Name	Term Beginning	Term Expiring	Notes
3	Stuart Stenger	5/28/2020	5/28/2024	Reappointment to new term
4	Bob Jakubeck	5/28/2020	5/28/2024	Reappointment to new term
5	Stephanie Stenger	5/28/2020	5/28/2024	Reappointment to new term

REMARKS: The abovementioned appointees are authorized representatives of a real property owner in the District and are thus qualified to serve on the CID Board of Directors. Staff recommends approval.

Recommended by:

Matt D. Schaefer, AICP
Senior City Planner

Submitted by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 02-02-21

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 037 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Kansas at Grand Phase II, generally located at 1720 West Grand 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.)

WHEREAS, an original Preliminary Plat of Kansas at Grand Phase II, dated December 7, 2020, is on file with the City's Department of Planning and Development; and

WHEREAS, on January 14, 2021, the Planning and Zoning Commission of the City of Springfield, Missouri, conditionally approved the Preliminary Plat of Kansas at Grand Phase II, which is generally located at 1720 West Grand Street.

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

Section 1 – City Council hereby authorizes the Director of Planning and Development, on behalf of the City of Springfield, to accept the land, easements, and improvements dedicated to the City, as shown on the Preliminary Plat of Kansas at Grand Phase II, which is generally located at 1720 West Grand Street, as approved by the Planning and Zoning Commission. The original Plat of Kansas at Grand Phase II is on file in the Department of Planning and Development ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general reference as "Exhibit B - Attachment 4," and all of "Exhibit B" including attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in “Exhibit B – Attachment 2,” and 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. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in “Exhibit B – Attachment 2,” the City Clerk is hereby authorized to endorse City Council’s approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 037

FILED: 02-02-21

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 Kansas at Grand Phase II, generally located at 1720 West Grand 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 Kansas at Grand Phase II dated December 7, 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 4."

B. The Planning and Zoning Commission held a public hearing on January 14, 2021, and approved the preliminary plat by a vote of 8 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.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing, however, the majority of the property is zoned General Retail. The subdivision divides the property in a way that will facilitate commercial developments, but it is appropriate for this area due to its proximity to a major intersection. The Major Thoroughfare Plan classifies Grand Street as a primary arterial and Kansas Expressway as an expressway which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:

Jared Follin

_____

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, Engineering Report
Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – KANSAS AT GRAND PHASE II
Planning and Zoning Commission – January 14, 2021

Preliminary Plat at Grand Phase 2
1720 West Grand Street
Applicant: College of the Ozarks

Mr. Hosmer stated that this is a request for a one lot commercial/ multifamily subdivision on 12.91acres of property located at 1720 West Grand Street. The Growth Management Land Use Plan identifies this as an appropriate area for Low Density Housing. The Transportation Plan classifies Grand Street as a primary arterial and Kansas Expressway as an expressway 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 will be allowed. 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. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, representative and here to answer any questions.

Mr. Bruce colony asked about stormwater modifications.

Mr. Lee stated that there is an existing building and plans to remodel the inside and no improvements or additions to the outside.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Jobe motioned to **approve** item Preliminary Plat at Grand Phase 2 (1720 West Grand Street). Ms. Broekhoven seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Jobe, Broekhoven, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: None.

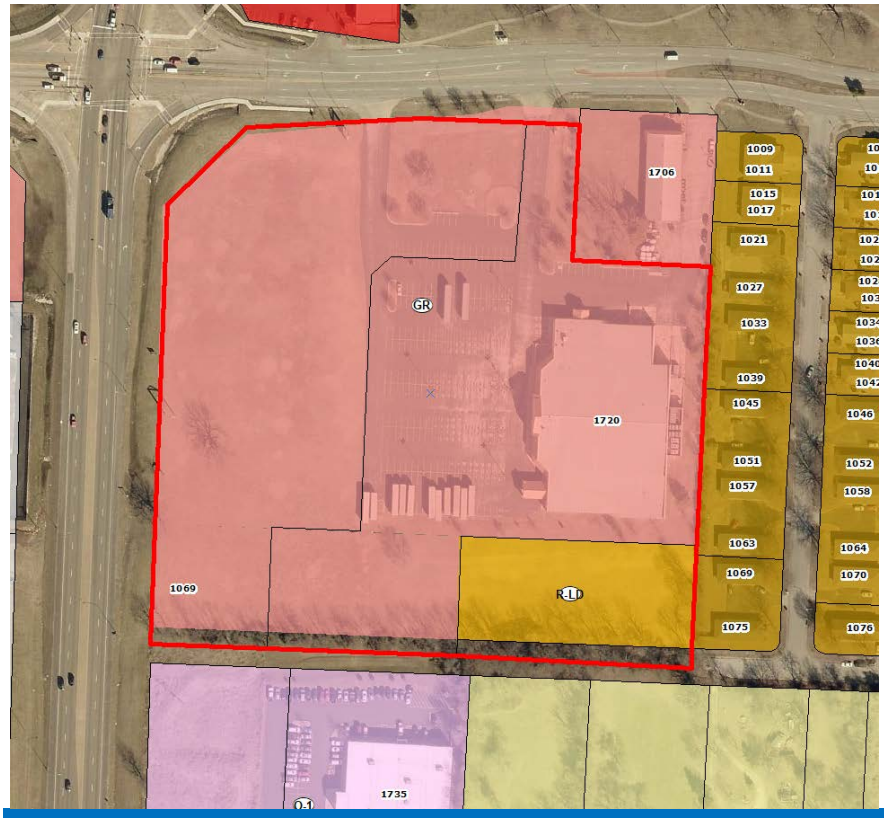
Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JANUARY 14, 2021

CITY COUNCIL PUBLIC HEARING: FEBRUARY 8, 2021



CASE: Preliminary Plat of Kansas at Grand Phase II

ACRES: 12.91

LOCATION: 1720 West Grand Street

EXISTING LAND USE: Vacant Property/Commercial Space

APPLICANT: College of the Ozarks

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 one-lot subdivision named “Kansas at Grand Phase II” to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant’s proposal, with the conditions listed in *Attachment 2*, is consistent with the City’s *Subdivision Regulations*.

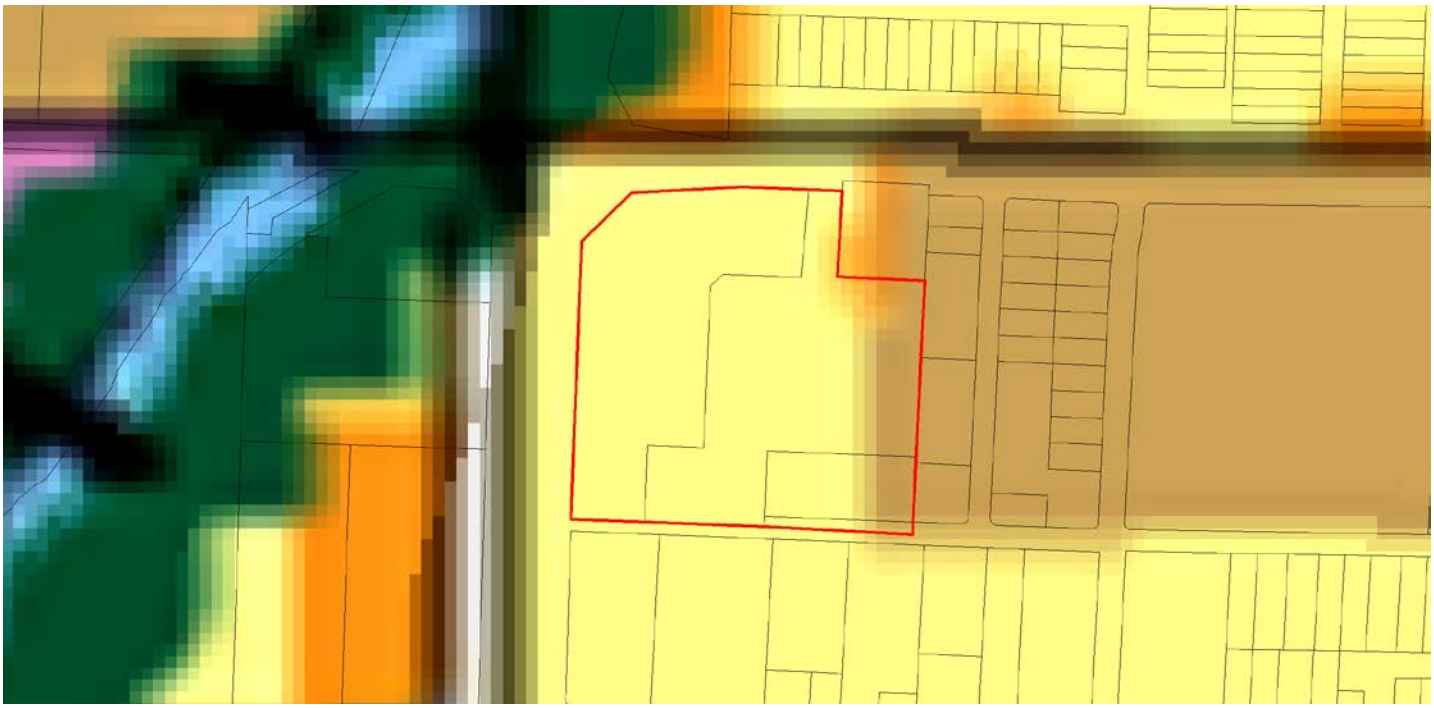
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC	O-1	R-LD	GR/GM
LAND USE	Retail	Office Space	Two-Family Residential Homes	Retail/Self-Service Storage

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was annexed into the city in 1910 and was first platted as part of the Price Cutter Center Phase I Subdivision in 1997. In 2019, it was again platted under the “Kansas at Grand” subdivision and the southern portion of the property was rezoned to GR and R-LD. In 2020, a replat with a subdivision variance was approved by City Council, but the conditions have not been met. This plat is intended to replace the replat.

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 RETAIL
Minimum Lot Size	None
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front Yard Setback	25 feet
Side and Rear Setbacks	None, except as required by section 36-453, supplemental open space and yard regulations, and the buffer yard requirements in subsection 36-421(8)
Street Classification	Grand Street – Primary Arterial Kansas Expressway – Expressway
Sidewalks (Per Sec.36-471)	There is existing sidewalk along most of the property frontage of W. Grand Street. Sidewalk must be constructed to fill in any gaps along the property frontage on W. Grand Street. There is currently no sidewalk along the property frontage on S. Kansas Expressway and sidewalk is not required to be constructed along S. Kansas Expressway per MoDOT requirements. The existing infrastructure meets current City Standards.
Open Space Requirement	Not less than 20 percent of the gross floor site area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing, however, the majority of the property is zoned General Retail. The subdivision divides the property in a way that will facilitate commercial developments, but it is appropriate for this area due to its proximity to a major intersection. The Major Thoroughfare Plan classifies Grand Street as a primary arterial and Kansas Expressway as an expressway which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately thirteen acres into a one-lot subdivision named “Kansas at Grand Phase II” to facilitate development of the site. At the same time, the applicant is rezoning the portion of property zoned R-LD to GR.

2. This subdivision will remove the requirement of constructing a cul-de-sac at the end of West Loren Street that was established in Kansas at Grand Phase I plat. Since all the property will now be under one lot, access to Loren is not necessary, and thus, the cul-de-sac no longer needed.

3. On August 24th, 2020, a replat with a subdivision variance was approved, with conditions, by City Council, allowing the property owner an additional access point on Grand Street located closer to the intersection; however, the conditions have not been met and the replat was never recorded. The applicant no longer wishes to move forward with the replat and intends to let it expire.

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. An engineering report was provided by the engineer of record in Attachment 3.

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 proposed lot combination/replat.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:
No objection to final plat. Property has access to public sewer.

PUBLIC WORKS TRAFFIC COMMENTS:
Please add a note to the plat that the westernmost entrance on Grand Street is required to be reconstructed as a right in/right out only with design to be reviewed and approved by the Director of Public Works, or his designee

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies W. Grand Street as a Primary Arterial roadway and S. Kansas Expressway as an Expressway roadway. The standard right-of-way width for W. Grand Street is 50-feet from the centerline. The standard right-of-way width for S. Kansas Expressway is 65-feet from the centerline. It appears additional right-of-way is not needed along W. Grand Street or S. Kansas Expressway. W. Grand Street is a city maintained street and S. Kansas Expressway is maintained by MoDOT.

DRIVEWAY ACCESS
There is currently two driveway access points onto the property from W. Grand Street. The existing westernmost access is required to be constructed as a right in/right out driveway approach with the design approved by the Public Works Director. Access is not allowed to S. Kansas Expressway. Access cannot be taken to the right of way of West Loren Street on the south side of the property unless the street is extended and a cul-de-sac is constructed.

SIDEWALK
There is existing sidewalk along most of the property frontage of W. Grand Street. Sidewalk must be constructed to fill in any gaps along the property frontage on W. Grand Street. There is currently no sidewalk along the property frontage on S. Kansas Expressway and sidewalk is not required to be constructed along S. Kansas Expressway per MoDOT requirements. The existing infrastructure meets current City Standards.

IMPROVEMENTS
None required. A Traffic Impact Study is required at the time of development. Any improvements required as part of the Traffic Impact Study must be constructed and approved, or funds escrowed prior to issuance of a building permit.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	W. Grand Street	Primary Arterial	No	60	50
Street 2	S. Kansas Expressway	Expressway	No	100	65

PUBLIC WORKS STORMWATER COMMENTS:
There are no issues with stormwater with proposed preliminary plat as shown.

The property is in the Jordan Creek Lower 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 and water quality is required according to Chapter 96. A fee in lieu of on-site stormwater detention will be allowed. The property is not located in a stream buffer area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

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 more than one acre 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. Water quality will still need to be provided if more than one acre is disturbed.

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek Lower 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?	Yes

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

ATTACHMENT 3

Engineering Report

for

Kansas at Grand Phase 2 -Preliminary Plat

Springfield, Missouri

Submitted to:

City of Springfield

December 7, 2020

12/07/2020

Lee Engineering and Associates, LLC
1200 E. Woodhurst, Suite D200
Springfield MO, 65807
Phone: 417-886-9100
Fax: 417-886-9336
Missouri State Certificate of Authority
Engineering #2005015504

Project Number: 2034

1. Summary

The intent of the preliminary plat is to combine existing Lots 1, 2, and Future Phase 2 of the Final Plat of Kansas and Grand Subdivision into a one lot subdivision. The site contains a vacant former grocery store and parking lot.

2. Sinkholes:

There are no sinkholes on site.

3. Stormwater:

This site is close to the floodplain and drains northwest through the adjacent properties to the west at the SE intersection of Kansas and Grand. Detention will be required and water quality required if more than one acre is to be disturb.

3. Sanitary Sewer:

Sanitary Sewer is available on the lot. Sewer runs along the Northern and Eastern edge of the lot. A lateral already serves the existing building.

4. Street System:

There is no proposed street system or proposed public streets. This is a single lot subdivision.

Access easements are not required as the subdivision is a single lot subdivision. An existing cross access easement is located on the NE section of the proposed lot, around Lot 1 of Price Cutter Center Phase 1. There will be no access to Loren Street on the East.

5. Traffic Impact Statement:

A right-in, right-out will be constructed on the Northwest access on Grand with the building plans. A traffic impact statement is not required as this is going from three lots to one and no increase in traffic.

6. Utilities:

Gas, water and electric is already provided by City Utilities.

ATTACHMENT 4

PRELIMINARY PLAT

KANSAS AT GRAND PHASE 2

SECTION 8, T29N, R22W

SPRINGFIELD, GREENE COUNTY, MISSOURI

OWNER:
COLLEGE OF THE OZARKS
P.O. BOX 17
POINT LOOKOUT, MO 65726

DEVELOPER:
ADVOCATES FOR A HEALTHY COMMUNITY, INC
440 EAST TAMPA
SPRINGFIELD, MO 65806

60 0 30 60 120

(IN FEET)
1 inch = 60 ft.

BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. GPS TIES TO STATION "GR-91"

N: 149973.9038m
E: 428591.3967m
ELEV: 392.4m

GRID NORTH
MISSOURI COORDINATE SYSTEM OF 1983 CENTRAL ZONE VIA TIES TO GEOGRAPHIC REFERENCE SYSTEM STATION GR-91.

STATE PLANE COORDINATE TIE
MISSOURI COORDINATE SYSTEM 1983

CONTROL STATION:
GR-91 NORTHING 149973.904m
EASTING 428591.397m

GRID FACTOR: 0.9999437

COURSE	GRID AZIMUTH	GRID DISTANCE
COS GR-91 – 1	210°56'12"	1327.337m
1 – 2	182°13'50"	188.894m

POINT	NORTHING	EASTING
1	155470.547	423948.655
2	155004.767	423930.513

COORDINATES AND DISTANCES EXPRESSED IN METERS

STORMWATER NOTES -
Detention will be provided on each lot at the time of development.

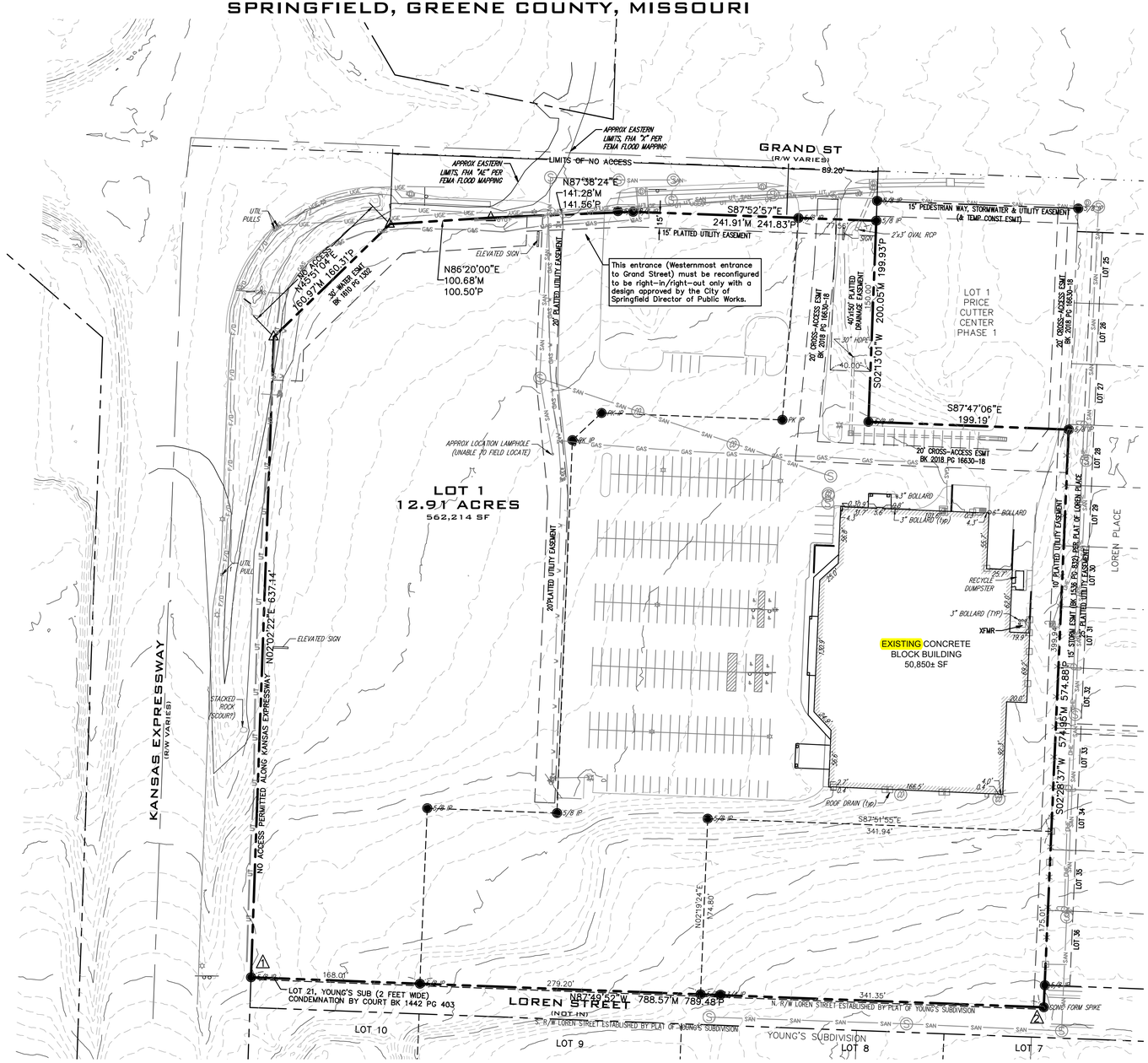
FLOOD NOTE:
A portion of this property lies in Flood Zone "X" (areas of 0.2% annual chance flood; 1% annual chance flood with depths less than one foot or drainage areas less than one square mile; areas protected by levees from 1% annual chance flood) according to FIRM Community Panel 29077C 0326 E, effective December 17, 2010.

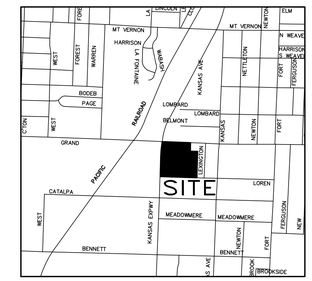
LEGEND

- FOUND IRON PIN
- SET IRON PIN OR MARKER AS NOTED
- R/W MARKER
- BOUNDARY LINE
- R/W LINE
- EASEMENT LINE
- SETBACK LINE
- (M) MEASURED
- (P) PLAT
- (D) DEED
- (R) RECORD
- LIGHT POLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SAN — SANITARY SEWER LINE
- UTILITY POLE
- ELECTRIC METER
- OHE — OVERHEAD ELECTRIC
- UGE — UNDERGROUND ELECTRIC
- GUY WIRE
- PHONE/COMMUNICATION MANHOLE
- PHONE PEDESTAL
- CABLE TV RISER
- CATV — CABLE TV LINE
- UT — UNDERGROUND PHONE
- OT — OVERHEAD PHONE
- F/O — FIBER OPTIC LINE
- WV WATER VALVE
- WATER METER
- W — WATER LINE
- FIRE HYDRANT
- GV GAS VALVE
- GAS METER
- GAS — GAS LINE
- FENCE LINE (AS NOTED)
- ROAD SIGN (STOP, SPEED LIMIT, ETC)

ABBREVIATIONS:

XFMR	TRANSFORMER
ICV	IRRIGATION CONTROL VALVE
CI	STORMWATER CURB INLET





VICINITY MAP
NOT TO SCALE

GENERAL NOTES:
DATE OF PREPARATION: DECEMBER 3, 2020

TOTAL ACREAGE: 12.91 ACRES
CURRENT ZONING: GR w/ COD 177 & COD 178
PROPOSED ZONING: GR - General Retail
TOTAL LOTS: 1

SMALLEST LOT: 562,214 SF (LOT 1)
LARGEST LOT: 562,214 SF (LOT 1)

GENERAL NOTES:

1. Source of Title: Book 2012 Page 12897-12
2. Utilities shown are based on direct observations and maps as provided by City Utilities of Springfield, the City of Springfield Public Works and field locates provided by Missouri One-call and may not be all-inclusive.
3. Property Class - Urban

DECLARATION BY SURVEYOR:

I hereby declare to Advocates for a Healthy Community, Inc that the information contained hereon is based upon an actual survey of the land described herein, according to the current Missouri Survey Standards for Property Boundary Surveys, 4CSR30-16, URBAN class properties, that the results are correctly represented hereon to the best of my knowledge and belief and that monuments and pins set were placed under my personal supervision.

Physical evidence of improvements is shown from information taken by visual inspection of the premises. Easements shown are those written, provided or evident from surface features and may not be all inclusive. Apparent ownerships as shown are based on information provided by others and do not represent an opinion as to Title.

This plat of survey is an instrument of service and is protected under U.S. Copyright Law. It is not to be used by anyone other than the party or parties named on this plat unless it has been updated and recertified by Lee Engineering & Associates, L.L.C.

BY: _____ DATE: 01/04/2021

DON RAY BERRY, PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI LICENSE NO. 2004017829

TITLE DESCRIPTION -
TRACT I:
All of Lot One (1) of the Final Plat of Kansas at Grand Subdivision, being a Re-plat of Lot 2 Price Cutter Center Phase I and un-platted land in the Northeast Quarter (NE¼) of Section Twenty-seven (27), Township Twenty-nine (29) North, Range Twenty-two (22), in the City of Springfield, Greene County, Missouri.
TRACT II:
All of Lot Two (2), of the Final Plat of Kansas at Grand Subdivision, being a Re-plat of Lot 2 Price Cutter Center Phase I and un-platted land in the Northeast quarter (NE¼) of Section Twenty-seven (27), Township twenty-nine(29) North, Range Twenty-two (22), in the City of Springfield, Greene County, Missouri.
TRACT III:
A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section Twenty-seven (27), Township Twenty-nine (29) North, Range Twenty-two (22) West, Springfield, Missouri, being more particularly described as follows:
Beginning at the Southwest corner of Lot Thirty-six (36) of Loren Place, a subdivision in Springfield, Missouri, being recorded in Plat Book "FF" Page 34 Greene County, Recorder's Office; thence South 02°27'30" West, a distance of 22.01 feet to the Southeast corner of a parcel of land recorded in Book 2012 page 12897-12 Greene County Recorder's Office; thence North 87°50'29" West, along the South line of said parcel, a distance of 341.41 feet; thence North 02°22'31" Est, a distance of 174.83 feet to a point on the North line of said parcel; thence South 87°51'33" East, along the North line of said parcel, a distance of 341.86 feet to the Northeast corner of said parcel, being on the West line of said Loren place; thence
South 02°27'30" West, along the East line of said parcel, a distance of 152.93 feet to the Point of Beginning, containing 59,761 square feet or 1.37 acres.

SURVEY DESCRIPTION -
All of Lots One and Two of the Final Plat of Kansas at Grand Subdivision and that part of the Northeast Quarter of Section 27, Township 29 North, Range 22 West of the Fifth Principal Meridian, City of Springfield, Greene County, Missouri being more particularly described as follows: BEGINNING at the Southwest corner of Lot 2 of Kansas at Grand Subdivision, per the recorded plat thereof; thence, North 02°02'22" East, along and with the West line of said Lot 2, also being the East right-of-way line of Kansas Expressway, a distance of 637.14 feet; thence, North 45°51'04" East, along and with said right-of-way line, a distance of 160.97 feet to the South right-of-way line of Grand Street; thence, North 86°20'00" East, along and with the South right-of-way line of Grand Street, a distance of 100.68 feet; thence, North 87°38'24" East, along and with said South right-of-way line, a distance of 141.28 feet; thence, South 87°52'57" East, along and with said South right-of-way line, a distance of 241.91 feet; to the West line of Lot 1 of Price Cutter Center Phase One; thence, South 02°13'01" West, along and with said West line, a distance of 200.05 feet to the Southwest corner of said Lot 1; thence, South 87°47'06" East, along and with the South line of said Lot 1, a distance of 199.19 feet to the East line of Kansas and Grand Subdivision, said line also being the West line of Loren Place, a subdivision in the City of Springfield, Greene County, Missouri, per the recorded plat thereof; thence, South 02°28'37" West, along and with said line, a distance of 574.95 feet to the North right-of-way line Loren Street, formerly the North line of Lot 21 of Young's Addition; thence, North 87°49'52" West, along and with said North line, a distance of 788.57 feet to the POINT OF BEGINNING, containing 12.91 acres, more or less and being subject to easements restrictions or rights-of-way, if any.

DATE:	BY:

REVISIONS:

SCALE: 1" = 60' FIELD BY: TS, JS
DRAWN BY: DRB
CHECKED BY: LEE

Preliminary Plat
ADVOCATES FOR A HEALTHY COMMUNITY, INC
1720 West Grand
Springfield, Greene County, Missouri

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

"Engineering with Integrity"

DATE: 2021-01-04
SHEET: 1 OF 1
PROJECT: 2034
FILE: 2034 – Kansas At Grand Ph2 Prelim Plat.dwg

One-rdg. _____
P. Hrngs. _____
Pgs. 19
Filed: 02-02-21

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2021- 038 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Mercy Fremont Acres, generally located at 4431 South Fremont Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

WHEREAS, the original Preliminary Plat of Mercy Fremont Acres, dated December 7, 2020, is on file with the City's Department of Planning and Development; and

WHEREAS, on January 14, 2021, the Planning and Zoning Commission of the City of Springfield, Missouri, conditionally approved the Preliminary Plat of Mercy Fremont Acres, which is generally located at 4431 South Fremont Avenue.

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

Section 1 – City Council hereby authorizes the Director of Planning and Development, on behalf of the City of Springfield, to accept the land, easements, and improvements dedicated to the City, as shown on the Preliminary Plat of Mercy Fremont Acres, which is generally located at 4431 South Fremont Avenue, as approved by the Planning and Zoning Commission. The original plat of Mercy Fremont Acres is on file in the Department of Planning and Development ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general reference as "Exhibit B - Attachment 4," and all of "Exhibit B" including attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on said plat, upon the applicant filing and recording a final plat in accordance with this

Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in “Exhibit B – Attachment 2,” and 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. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in “Exhibit B – Attachment 2,” the City Clerk is hereby authorized to endorse City Council’s approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 038

FILED: 02-02-21

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 Mercy Fremont Acres, generally located at 4431 South Fremont Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with 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 Mercy Fremont Acres dated December 7, 2020, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 4.

B. The Planning and Zoning Commission held a public hearing on January 14, 2021, and approved the preliminary plat by a vote of 8 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.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing & Community-Public. The subdivision divides the property in a way that will facilitate office or mutli-family developments which does not match the *Comprehensive Plan* but is consistent with past City Council zoning actions and development trends of the surrounding properties. The Major Thoroughfare Plan classifies Fremont Avenue as a secondary arterial and Lark Street as a local street which support the proposed land use.

REMARKS: After the Planning and Zoning Commission meeting, staff was made aware that changes to the Staff Report were necessary to reflect that stormwater detention would be required and that the watershed basin is the Ward Branch. These corrections have been made in the Staff Report on page 8.

Staff recommends approval.

Submitted by:

Jared Follin

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, Engineering Report
Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – MERCY FREMONT ACRES
Planning and Zoning Commission – January 14, 2021

Preliminary Plat of Mercy Fremont Acres
4431 South Fremont Avenue
Applicant: Mercy Health Springfield Communities

Mr. Hosmer stated that this is a request for a two-lot office subdivision on 17 acres of property located at 4431 South Fremont Avenue. The Growth Management Land Use Plan identifies this area as an appropriate for Low Density and Community Public land uses. City's Transportation Plan classifies Fremont Avenue as a secondary arterial and Lark Street as a local street which support the proposed land use. The plat will dedicate ROW for Fremont Ave and only allow fire access to Fremont for lot 2 and sidewalks along Fremont. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed. 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. Staff recommends approval.

Mr. Knuckles about the lot and if existing two lots and if it will impact the detention area.

Mr. Hosmer stated this is one tract and will be creating two lots and stated that a fee will be in lieu of on-site stormwater detention.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, representative noted that Lark is sized for the development and not changed, and the Fremont water detention will be enlarged with provided water quality.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Mr. Coltrin motioned to **approve** item Preliminary Plat of Mercy Fremont Acres (4431 South Fremont Avenue). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Jobe, Broekhoven, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: None.

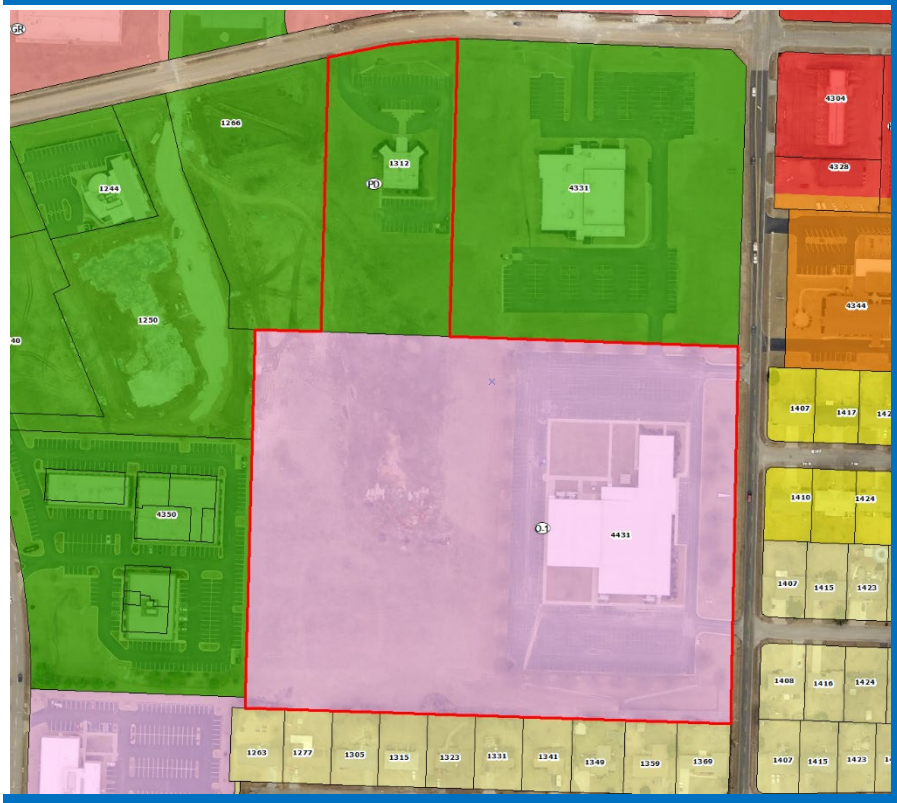
Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JANUARY 14, 2021

CITY COUNCIL PUBLIC HEARING: FEBRUARY 8, 2021



CASE: Preliminary Plat of Mercy Fremont Acres

ACRES: 17.02

LOCATION: 4431 South Fremont Avenue

EXISTING LAND USE: Medical Office

APPLICANT: St. Johns Regional Health Center

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 three-lot subdivision named “Mercy Fremont Acres” to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant’s proposal, with the conditions listed in *Attachment 2*, is consistent with the City’s *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD84/GR	R-SF	R-SF/R-TH	PD84, Am. 1
LAND USE	General/Medical Office	Single-Family Residential	Single/Two-Family Residential	General/Medical Office

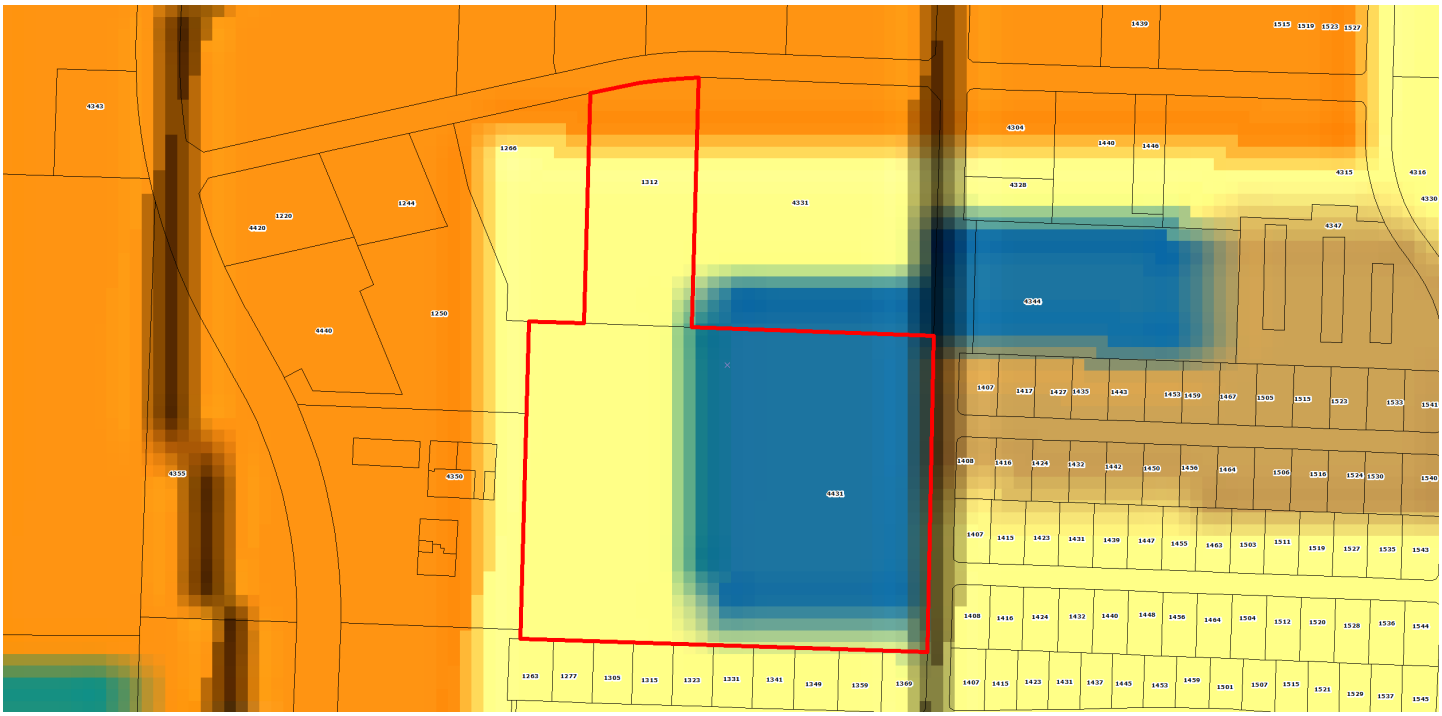
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

GOOGLE MAPS STREET VIEW:

E Buena Vista St
Springfield, Missouri
Google
Street View
E Buena Vista St
Google

1301 E Lark St
Springfield, Missouri
Google
Street View
Mercy
E Lark St
Google

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was annexed into the City in 1968. Most of the property has not gone through the Major Subdivision process.

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 RETAIL
Minimum Lot Size	None
Maximum Structure Height	Thirty-five feet, except that all structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district
Front Yard Setback	25 feet – Collector or higher classification street 15 feet – Local Street
Side and Rear Setbacks	Side – 10 feet Rear – 20% of lot depth
Street Classification	Lark Street – Local Fremont Avenue – Secondary Arterial
Sidewalks (Per Sec.36-471)	There is no existing sidewalk along the property frontage of S. Fremont Avenue. Sidewalk must be along the property frontage of S. Fremont Avenue at the time of development unless a fee in lieu of has been applied for by the developer and approved by the ARC. There is currently sidewalk along E. Lark Avenue on the north side of the street. Since E. Lark Street is classified as a local roadway, sidewalk is not required to be constructed on both sides of the street per City of Springfield Land Development Code Section 36-471.
Open Space Requirement	Not less than twenty (20) percent of the gross site area.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing & Community-Public. The subdivision divides the property in a way that will facilitate office or multi-family developments which does not match the *Comprehensive Plan* but is consistent with past City Council zoning actions and development trends of the surrounding properties. The Major Thoroughfare Plan classifies Fremont Avenue as a secondary arterial and Lark Street as a local street which support the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately seventeen acres into a three-lot subdivision named “Mercy Fremont Acres” to facilitate development of the site.

2. Lot 3 will not be permitted to establish an access to Fremont Avenue, unless it is intended for fire access only.

3. All proposed lots meet the requirements of the City’s Subdivision Regulations.

4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. An engineering report was provided by the engineer of record in Attachment 3. The Preliminary Plat drawing can be found in Attachment 4.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES COMMENTS:
Prelim plat generally acceptable to CU. CU Engineering is requesting 30 ft wide easement instead of 20 ft for existing services to 1312 E Lark which can be corrected on final plat. Additional easement and service relocations may also be needed depending on configuration of service requests for new development. Contact Josh @ 417-831-8816 to discuss as needed.

CLEAN WATER SERVICES COMMENTS:
Lot 3 does not appear to have access to public sewer. There is a platted 10 foot sewer easement but there is no public sewer within it according to our information. The public improvement plans for district 128e of section 15 show an 8 inch private lateral in the area of the easement however that does not meet current city code section 120.72. This code states that public sewer must be adjacent to the property in order to be served.

PUBLIC WORKS TRAFFIC COMMENTS:
1. The plat needs to state no direct access is allowed to Fremont Avenue until such time that Fremont is widened/improved to be able to accommodate the additional traffic generated by this development.
2. The plat needs to state that a connection to Fremont can be made for "FIRE ACCESS ONLY".
3. The plat needs to show sidewalk to be constructed along Fremont Avenue. If the applicant is seeking a fee in lieu of sidewalk construction, the request must be made to the ARC and if approved, the fee must be paid prior to approval of the final plat.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Fremont Avenue as a Secondary Arterial roadway and E. Lark Street as a Local-Commercial roadway. The standard right-of-way width for S. Fremont Avenue is 35-feet from the centerline. The standard right-of-way width for E. Lark Street is 30-feet from the centerline. It appears additional right-of-way in the amount of 5-feet is needed along the property frontage on S. Fremont Avenue. It appears no additional right-of-way is needed along the property frontage of E. Lark Street. A survey is recommended to determine the exact amount of existing right-of-way. Both S. Fremont Avenue and E. Lark Street are city maintained streets.

DRIVEWAY ACCESS

There are currently two driveway access points onto the property from S. Fremont Avenue and no existing driveway access points from the property to E. Lark Street. The platting of this property will allow one shared access to E. Lark Street that will be shared with Lot 3 to the north of this property. Lot 2 will have Fire Access Only to Fremont Avenue through Lot 1. Direct access will only be permitted at the time that S. Fremont is widened to accommodate the increase in vehicular traffic from this development.

SIDEWALK

There is no existing sidewalk along the property frontage of S. Fremont Avenue. Sidewalk must be along the property frontage of S. Fremont Avenue at the time of development unless a fee in lieu of has been applied for by the developer and approved by the ARC. There is currently sidewalk along E. Lark Avenue on the north side of the street. Since E. Lark Street is classified as a local roadway, sidewalk is not required to be constructed on both sides of the street per City of Springfield Land Development Code Section 36-471.

IMPROVEMENTS

Improvements are not required since the development is not taking direct access to S. Fremont Avenue.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Fremont Avenue	Secondary Arterial	No	30	35
Street 2	E. Lark Street	Local-Commercial	No	30	30

PUBLIC WORKS STORMWATER COMMENTS:
In the final plat it needs to be clear what the boundaries of the drainage easement will be and if it will be enlarged due to proposed detention modifications. Stormwater has no issues with preliminary plat as shown.

The property is in the Ward 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 and water quality is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed. The property is not located in a stream buffer area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

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 more than one-acre 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. Water quality will still need to be provided if more than one acre is disturbed.

Public Works Stormwater Division	Response
Drainage Basin	Ward 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

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

Attachment 3

Engineering Report

for

Mercy Fremont Acres - Preliminary Plat

Springfield, Missouri

Submitted to:

City of Springfield

December 7, 2020

12/07/2020

Lee Engineering and Associates, LLC
1200 E. Woodhurst, Suite D200
Springfield MO, 65807
Phone: 417-886-9100
Fax: 417-886-9336
Missouri State Certificate of Authority
Engineering #2005015504

Project Number: 2026

1. Summary

The preliminary plat subdivides 2 existing lots currently owned by St. Johns Regional Health Center and totaling 17.02 acres into 3 lots. Lot 1, contains the existing Mercy College of Nursing and Health Sciences and is 7.27 acres. Lot 2 is currently undeveloped and 8.44 acres. The intent is to develop Lot 2 and extend a 44' wide strip of land to Lark Street for access to public road. Lot 3 contains the existing Mercy Clinic on Lark Street and is 2.56 acres.

2. Sinkholes:

There are no sinkholes on site.

3. Stormwater:

An existing detention basin is located on the Southern end of Lot 1. The intent is to modify this basin to serve both Lots 1 & 2 as Lot 2 gets developed before final platting. The detention area will be final platted as a drainage and detention easement. An existing detention basin is located on the Northern end of Lot 3 and will continue to serve that lot.

4. Sanitary Sewer:

Sanitary Sewer is available along the South side of Lots 1 and 2 and runs along the West side of Lot 2. Lot 3's existing sewer lateral will be encompassed by a future private sewer easement from its lot line to the connection at the existing sewer main as the main will no longer be located on its property.

5. Street System:

All three lots abut public streets. There are no new street system or proposed public streets. Lot 1 has access to Fremont Ave (secondary arterial). Lots 2 and 3 have access to Lark Street (local).

An access easement will be required on a portion of the North strip of Lot 2 connecting at Lark Street to serve Lot 3. This includes the existing driveway currently serving Lot 3. An emergency fire apparatus access easement will also be platted for Lot 2 between its East lot line through Lot 1 to access Fremont Avenue.

5. Traffic Impact Statement:

A traffic impact study is not required as dividing 2 large lots into 3 lots will not change the traffic on the adjacent roads.

6. Utilities:

City Utility already serves these lots with gas, water, and electric. Services will be extended into the main portion of Lot 2 through the 44’ wide strip. Lot 3’s services currently run through that strip. Service to Lot 3 may be adjusted as Lot 2 utilities are designed. All utilities shall be placed in proper easements as they are extend into Lots 2 and service 3.

Attachment 4

PRELIMINARY PLAT
MERCY FREMONT ACRES

OWNER
ST. JOHNS REGIONAL HEALTH CENTER
1235 E. Cherokee Street
Springfield, MO 65804

DEVELOPER
PLAN 3, LLC
431 S. Jefferson, Suite 105
Springfield, MO 65806

(IN FEET)
1 inch = 60 ft.

BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. GPS TIES TO STATION "GR-15"

N: 143385.574m
E: 431287.644m
ELEV: 392.106m

FLOOD NOTE:
A portion of this property lies in Flood Zone "X" (areas determined to be outside of the 0.2% annual chance floodplain) according to FIRM Community Panel 29077C 0344 E, effective December 17, 2010.

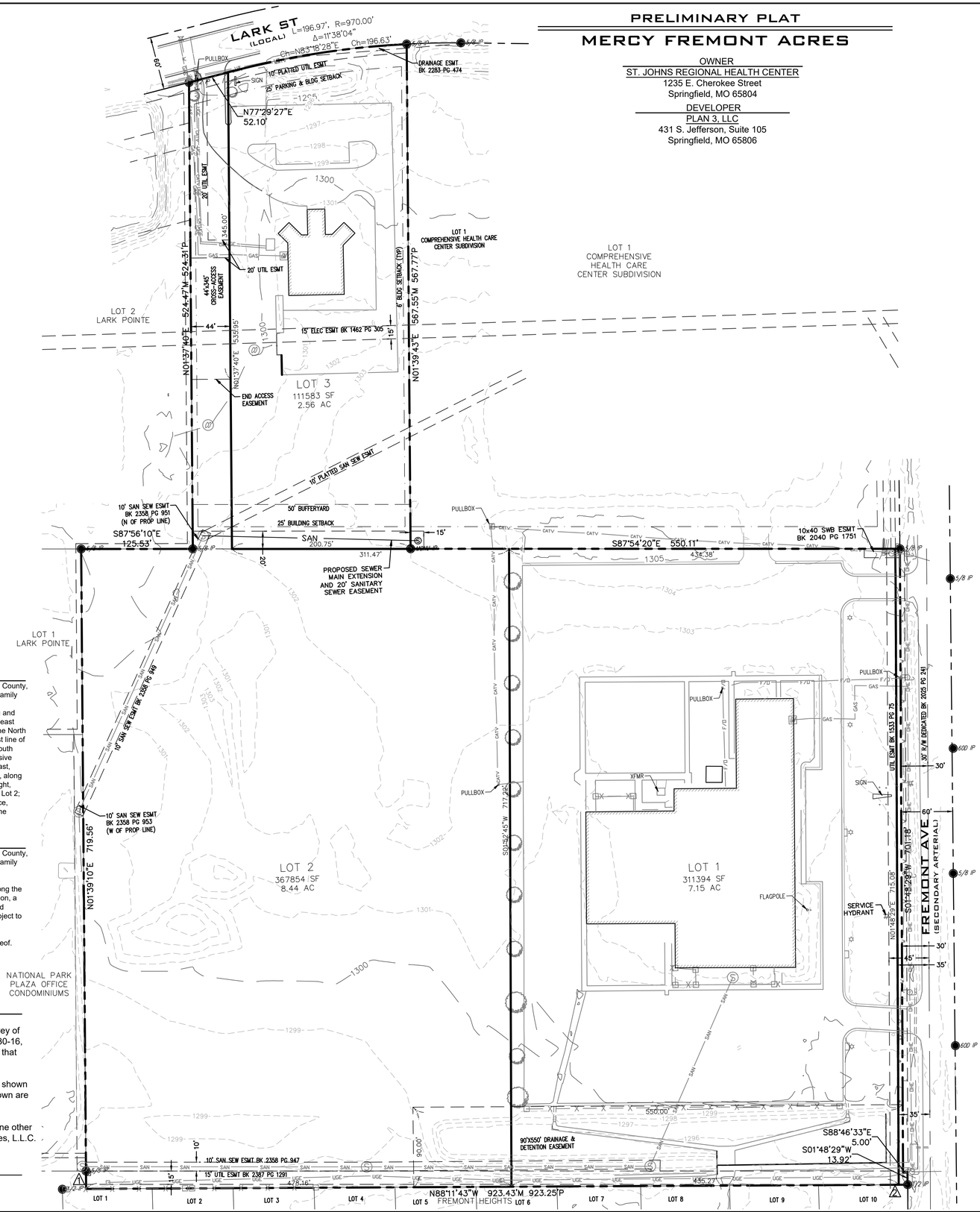
STORMWATER NOTES -
Detention is provided by the existing basin in the Southeastern corner of the property.

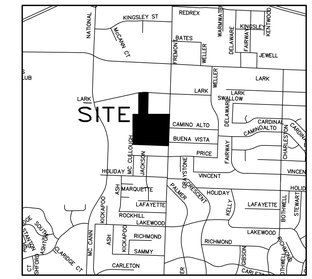
LEGEND

- FOUND IRON PIN
- SET IRON PIN OR MARKER AS NOTED
- R/W MARKER
- BOUNDARY LINE
- R/W LINE
- EASEMENT LINE
- SETBACK LINE
- (M) MEASURED
- (P) PLAT
- (D) DEED
- (R) RECORD
- LIGHT POLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SAN — SANITARY SEWER LINE
- UTILITY POLE
- ELECTRIC METER
- OHE — OVERHEAD ELECTRIC
- UGE — UNDERGROUND ELECTRIC
- GUY WIRE
- PHONE/COMMUNICATION MANHOLE
- PHONE PEDESTAL
- CABLE TV RISER
- CATV — CABLE TV LINE
- UT — UNDERGROUND PHONE
- OT — OVERHEAD PHONE
- F/O — FIBER OPTIC LINE
- WV — WATER VALVE
- WM — WATER METER
- W — WATER LINE
- FIRE HYDRANT
- GV — GAS VALVE
- GM — GAS METER
- GAS — GAS LINE
- FENCE LINE (AS NOTED)
- ROAD SIGN (STOP, SPEED LIMIT, ETC)

ABBREVIATIONS:

XFMR	TRANSFORMER
ICV	IRRIGATION CONTROL VALVE
CI	STORMWATER CURB INLET





VICINITY MAP
NOT TO SCALE

GENERAL NOTES:
DATE OF PREPARATION: DECEMBER 2, 2020

TOTAL ACREAGE: 17.02 ACRES
CURRENT ZONING: O-1 & PD 84

TOTAL LOTS: 3

SMALLEST LOT: 111,583 SF (LOT 3)
LARGEST LOT: 367,854 SF (LOT 2)

GENERAL NOTES -
Accuracy Standard: Type Urban Property

SOURCE OF TITLE:: Book 2015 Page 1251

The utilities shown were compiled from existing mapping from city services, field locates, and from other mapping/plans such as highway plans. The utilities shown are only to the extent of the available mapping and may not represent all utilities on site. Any particular areas that become of concern during design/planning should be researched further. All buried utilities shown are approximate only.

SPECIAL NOTES: -
No direct access is allowed to Fremont Avenue until such time that is has been widened and improved to accomodate additional traffic generated by this development. Access to Fremont shall be for Fire Access only.

Sidewalks will be required along Fremont Avenue at the time of development.

GRID NORTH
MISSOURI COORDINATE SYSTEM
OF 1983 CENTRAL ZONE
VIA GPS AND TIES TO GEOGRAPHIC
REFERENCE SYSTEM
STATION GR-15.

STATE PLANE COORDINATE TIE
MISSOURI COORDINATE SYSTEM 1983

CONTROL STATION:
GR-15 NORTHING 143385.574m
EASTING 431287.644m

GRID FACTOR: 0.9999345

COURSE	GRID AZIMUTH	GRID DISTANCE
COS GR-15 – 1	349°20'29"	1029.358m
1 – 2	91°48'17"	278.414m

POINT	NORTHING	EASTING
1	144397.172	431097.256
2	144388.404	431375.531

COORDINATES AND DISTANCES EXPRESSED IN METERS

SURVEY DESCRIPTION -
All that part of the Northwest Fractional Quarter (NW 1/4) of Section 18, Township 28 North, Range 21 West in the City of Springfield, Greene County, Missouri, being more particularly described as follows: Beginning at the Southeast corner of Lot One (1) in the Final Plat of Comprehensive Family Healthcare Center Subdivision, a recorded subdivision in the City of Springfield, Greene County, Missouri; said point also being on the West right-of-way line of Fremont Avenue; thence S01°48'29"W, along said West right of way line, 701.18 feet; thence, South 88°46'33" East, along and with said West line, a distance of 5.00 feet; thence, South 01°48'29" West, along and with said West line, a distance of 13.92 feet to the Northeast corner of Lot 10 of Fremont Heights, a recorded subdivision in the City of Springfield, Greene County, Missouri; thence N88°11'43"W, along the North line of said Fremont Heights, 923.43 feet; thence North 01°39'10" East, along the East line of National Park Plaza Condominiums and the East line of Lot 1 of Lark Pointe, both being recorded subdivisions in the City of Springfield, Greene County, Missouri, a distance of 719.56 feet; thence South 87°56'10" East, along the Southerly line of Lot 2 of said Lark Pointe, a distance of 125.53 feet to the Southwest corner of Lot 2 of Comprehensive Family Health Care Center Subdivision, a recorded subdivision in the City of Springfield, Greene County, Missouri; thence, North 01°37'40" East, along and with the West line of said Lot 2, a distance of 524.47 feet to the South right-of-way line of Lark Street; thence, North 77°29'27" East, along and with said South line, a distance of 52.10 feet; thence, Northeasterly, along and with said South line on a 970.00-foot radius curve to the right, having a chord bearing of North 83°18'28" East and chord length of 196.63 feet, an arc distance of 196.97 feet to the Northeast corner of said Lot 2; thence, South 01°39'43" West, along and with the East line of said Lot 2, a distance of 567.55 feet to the Southeast corner of said Lot 2; thence, South 87°54'20" East, along and with the South line of Lot 1 of said Comprehensive Family Health Care Center, a distance of 550.11 feet to the POINT OF BEGINNING, containing 17.02 acres, more or less, and being subject to easements, restrictions or rights-of-way, if any.

TITLE DESCRIPTION -
All that part of the Northwest Fractional Quarter (NW 1/4) of Section 18, Township 28 North, Range 21 West in the City of Springfield, Greene County, Missouri, being more particularly described as follows: Beginning at the Southeast corner of Lot One (1) in the Final Plat of Comprehensive Family Healthcare Center Subdivision, a recorded subdivision in the City of Springfield; said point also being on the West right of way line of Fremont Avenue; thence S01°25'36"W, along said West right of way line, 715.44 feet to the Northeast corner of Lot 10 in Fremont Heights, a recorded subdivision in the City of Springfield; thence N88°11'56"W, along the North line of said Fremont Heights, 923.29 feet; thence N01°39'07"E, along the Easterly lines of Schwab's Tract F, a recorded subdivision in the City of Springfield and Lot 3 of the Amended Plat of St. John's Lark 1st Addition, a recorded subdivision in the City of Springfield 719.56 feet; thence S87°56'30"E, along the Southerly line of said Lot 3 and the South line of said Comprehensive Family Health Care Center Subdivision, 920.50 feet to the Point of Beginning; said tract containing 15.18 acres and being subject to any easements and rights of way of record.
ALONG AND WITH
All of Lot 2 of Comprehensive Family Health Care Center Subdivision, City of Springfield, Greene County, Missouri, per the recorded plat thereof.

DECLARATION BY SURVEYOR:

I hereby declare to St. John's Regional Healthcare that the information contained hereon is based upon an actual survey of the land described herein, according to the current Missouri Survey Standards for Property Boundary Surveys, 4CSR30-16, URBAN class properties, that the results are correctly represented hereon to the best of my knowledge and belief and that monuments and pins set were placed under my personal supervision.

Physical evidence of improvements is shown from information taken by visual inspection of the premises. Easements shown are those written, provided or evident from surface features and may not be all inclusive. Apparent ownerships as shown are based on information provided by others and do not represent an opinion as to Title.

This plat of survey is an instrument of service and is protected under U.S. Copyright Law. It is not to be used by anyone other than the party or parties named on this plat unless it has been updated and recertified by Lee Engineering & Associates, L.L.C.

BY: _____ DATE: 01/12/2021

DON RAY BERRY, PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI LICENSE NO. 2004017829

DATE:	
BY:	
REVISIONS:	
SCALE: 1" = 60'	
FIELD BY: TS, JS	
DRAWN BY: DRB	
CHECKED BY: LEE	

Preliminary Plat
St. John's Regional Health Center
4431 South Fremont
Springfield, Greene County, Missouri

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

"Engineering with Integrity"

DATE: 2021-01-12
SHEET: 1 OF 1
PROJECT:
FILE: 2026 – Mercy Fremont Acres Prelim Plat.dwg