



Agenda

City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Angela Romine, Zone 1
Abe McGull, Zone 2
Mike Schilling, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A
Craig Hosmer, General B
Andrew Lear, General C
Richard Ollis, General D

Upcoming Council Meeting Agenda August 23, 2021 6:30 p.m.

Speakers must sign up with the City Clerk to speak to a Council Bill on the agenda.

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 not 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 based on City Council's policy regarding the number of speakers.

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

1. ROLL CALL.

2. APPROVAL OF MINUTES AUGUST 3, 2021 SPECIAL CITY COUNCIL

4. APPROVAL OF MINUTES. AUGUST 3, 2021 SPECIAL CITY COUNCIL MEETING, AUGUST 9, 2021 CITY COUNCIL MEETING, AUGUST 10, 2021 SPECIAL CITY COUNCIL MEETING AND AUGUST 17, 2021 SPECIAL CITY COUNCIL MEETING.

Documents:

[08-03-21 SPECIAL CITY COUNCIL MEETING.PDF](#)
[08-09-21.PDF](#)
[08-10-21 SPECIAL CITY COUNCIL MEETING.PDF](#)
[08-17-21 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, AUGUST 20, 2021.

4. CEREMONIAL MATTERS.

Swear-in David Yancey to the Springfield- Greene County Public Library Board.

5. CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.

6. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. Except Item No. 16. Citizens May Speak To The Amendment Only. May Be Voted On.

7. Council Bill 2021-199 (Schilling)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 98 acres of private property and right-of-way generally located at 3482 and 3839 South State Highway FF and 4003 West Farm Road 168, referenced as Annexation A-4-2021, into the City of Springfield.

Documents:

[2021-199.PDF](#)

8. Council Bill 2021-200 (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 73 acres of property generally located at 3482 and 3839 South State Highway FF from County R1, Suburban Residence District, to City R-SF, Single Family Residential District; rezoning approximately 17 acres of property generally located at 4003 West Farm Road 168 from County C-2, General

Commercial District, to City GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Hoover Brothers Farms Inc., Rick Hoover Properties and Hometown Commons, LLC; 3482 & 3839 South State Highways FF and 4003 West Farm Road 168; Z- 17- 2021)

Documents:

[2021-200.PDF](#)

9. Council Bill 2021-201 (Romine)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.84 acres of property generally located at 2000 East Commercial Street from GM, General Manufacturing, to HM, Heavy Manufacturing; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Superior Industrial Solutions Inc.; 2000 East Commercial Street; Z-15-2021)

Documents:

[2021-201.PDF](#)

10. Council Bill 2021-202 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1 acre of property generally located at 1136 and 1144 East Sunshine Street and 1816, 1820, and 1826 South Florence Avenue from R-SF, Single-Family Residential District, to O-1, Office District, subject to certain conditions; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: B.J. Marsh ETAL, Joni M. Marsh (Jackson) Monte M. Marsh; 1136 & 1144 E. Sunshine Street and 1816, 1820 and 1826 S. Florence Avenue; Z-16-2021)

Documents:

[2021-202.PDF](#)

11. Council Bill 2021-203 (Simpson, Lear, McGull & Hardinger)

A special ordinance amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2021-2022 in the amount of \$8,000,000 to appropriate funds from the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 ("ARPA"), to

provide critical services, staffing, supplies, and support for operations for the COVID-19 response of the City not covered by other federal sources. (The Council ARPA Review Committee voted to recommend this appropriation to City Council.)

Documents:

[2021-203.PDF](#)

12. Council Bill 2021-204 (Lear)

A special ordinance amending the budget of the City of Springfield for Fiscal Year 2021-2022 in the amount of \$290,000 for the purpose of approving expenditures from the Commercial Street Tax Increment Financing Special Allocation Fund for certain public improvement projects within the Commercial Street Tax Increment Financing District; authorizing the expenditure of \$365,000 from previously-budgeted Public Works funds as cost-sharing for these improvements; and amending the Capital Improvements Program to add the funded projects.

Documents:

[2021-204.PDF](#)

13. Council Bill 2021-205 (Hosmer)

A general ordinance amending the Fee Schedule for certain City services as provided in the Springfield City Code by adding fees for the Enhanced Enterprise Zone economic development incentive and amending the fees for the Industrial Development Bond economic development incentive.

Documents:

[2021-205.PDF](#)

14. Council Bill 2021-206 (Ollis)

A special ordinance amending the budget for the Department of Economic Vitality for Fiscal Year 2021-2022 in the amount of \$75,000 to appropriate a portion of the General Fund carryover funds to finance a blight study and redevelopment plan for the area within and surrounding the Grant Avenue Parkway zoning district.

Documents:

[2021-206.PDF](#)

15. **Council Bill 2021-207(Lear)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the owners of the property generally located at 2235 West Kingsley Street known herein as the Fieldhouse Facility Project, to purchase the real property and improvements at this location, said property to be purchased with the Special Obligation Improvement Bonds, Series 2021, which is requested of City Council in companion Council Bill 2021-208, with the appropriate budget adjustment requested in said companion council bill; and authorizing certain other documents and actions in connection therewith; and declaring an emergency

Documents:

[2021-207.PDF](#)

16. **Amended Council Bill 2021-208 (Ollis). Amended At The August 9, 2021 City Council Meeting. Public Hearing Continued To The August 23, 2021 City Council Meeting.**

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021, in a principal amount not to exceed \$5,200,000 for the purpose of providing funds to pay costs related to the acquisition of the Fieldhouse Sportscenter and adjacent property; appropriating \$2,000,000 of General Fund carryover funds for this project; amending the Fiscal Year 2021-2022 budget of the City in the amount of \$7,500,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

Documents:

[AMENDED 2021-208.PDF](#)

17. **Council Bill 2021-209 (McGull)**

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

Documents:

[2021-209.PDF](#)

18. **Council Bill 2021-210 (Henderson)**

18. Council Bill 2021-210 (Hardinger)

A general ordinance amending Springfield City Code Chapter 74, 'Nuisance and Housing Code,' Article II, 'Enforcement,' Section 74-38, 'Costs, assessments, and nuisance-abatement lien,' to enhance the effect of special tax bills issued under said chapter.

Documents:

[2021-210.PDF](#)

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

20. Council Bill 2021-214 (Schilling)

A resolution initiating amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' for the purpose of allowing acupuncturists as home occupations.

Documents:

[2021-214.PDF](#)

21. Council Bill 2021-215 (Hosmer)

A resolution authorizing the City Manager, or his designee, to apply for a United States Environmental Protection Agency 'FY 2022 Brownfields Job Training Grant' in the amount of \$200,000.

Documents:

[2021-215.PDF](#)

22. EMERGENCY BILLS.

23. PUBLIC IMPROVEMENTS.

24. GRANTS. Citizens May Speak. May Be Voted On.

25. Council Bill 2021-216 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to apply for and accept an Airport Rescue Grant from the United States Department of Transportation, Federal Aviation Administration, as part of the American Rescue Plan Act, to the City, by and through the Springfield-Branson National Airport Board in the amount of \$6,548,006, for the purpose of providing funds for the Springfield-Branson National Airport Board to prevent, prepare for, and respond to the coronavirus pandemic; amending the budget of the Airport Board for Fiscal Year 2021-2022 in the amount of \$6,548,006; and declaring that this

... from the City of Springfield, Missouri, and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-216.PDF](#)

26. Council Bill 2021-217 (Simpson)

A special ordinance authorizing the City Manager, or his designee, to enter into a Grant Agreement Under the Fiscal Year 2019 BUILD Transportation Grants Program with the United States Department of Transportation and the Missouri Department of Transportation for the purpose of funding the Grant Avenue Parkway project; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-217.PDF](#)

27. AMENDED BILLS.

28. COUNCIL BILLS FOR PUBLIC HEARING.

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

30. Council Bill 2021-218 (Lear)

A special ordinance authorizing the City Manager, or his designee, to amend the Sewer Billing Memorandum of Agreement between the City of Springfield and City Utilities which sets forth the sewer billing services and rates provided by City Utilities to the Department of Environmental Services.

Documents:

[2021-218.PDF](#)

31. Council Bill 2021-219 (Romine)

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 428 North Jefferson Avenue as part of the Renew Jordan Creek Phase II project; and to execute all necessary documents in support thereof. (Staff recommends approval.)

Documents:

[2021-219.PDF](#)

32. Council Bill 2021-220 (Ollis)

A special ordinance approving the plans and specifications for Major Street Resurfacing of Arterial Roadways in Springfield; accepting the bid of Blevins Asphalt Construction Company, Inc., in the amount of \$2,979,698.20, for said improvements; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2021-220.PDF](#)

33. Council Bill 2021-221 (McClure)

A special ordinance adopting and authorizing the Mayor to execute the Second Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

Documents:

[2021-221.PDF](#)

34. Council Bill 2021-222 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with Ozarks Technical Community College regarding the reporting and investigation of sexual assault, domestic violence, dating violence, and stalking incidents on Ozarks Technical Community College campus or involving Ozarks Technical Community College faculty, students, staff, or visitors.

Documents:

[2021-222.PDF](#)

35. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Justin Burnett wishes to address City Council.

Janice Thompson Gehrke wishes to address City Council.

Eric Pauly wishes to address City Council.

Lisa Meeks wishes to address City Council.

Christopher Kev wishes to address City Council

Christopher Hey wishes to address City Council.

Brittany Hartzell wishes to address City Council.

Adrienne Baukus wishes to address City Council.

36. **NEW BUSINESS.**

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.

37. **UNFINISHED BUSINESS.**

38. **MISCELLANEOUS.**

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

40. **Council Bill 2021-223 (McGull)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Joint Funding Agreement with the United States Department of the Interior for the purpose of operating and maintaining four streamgages.

Documents:

[2021-223.PDF](#)

41. **CONSENT AGENDA – ONE READING BILLS.**

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

43. **Council Bill 2021-211 (Romine)**

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 Cresthaven Park, generally located at 3221 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2021-211.PDF](#)

44. **Council Bill 2021-212 (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 Springfield Plaza Phase 4, generally located at 3900 West Sunshine 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.)

Documents:

[2021-212.PDF](#)

45. **BOARD CONFIRMATIONS.**

Confirm the following appointment to the Springfield- Greene County Public Library Board: Christopher Bozarth, with term to expire July 01, 2022.

46. **END OF CONSENT AGENDA.**

47. **ADJOURN.**

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

All meetings are recorded.

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

August 3, 2021
Springfield, Missouri

The City Council met in special session August 3, 2021 in the Councilman Denny Wayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Andrew Lear, Heather Hardinger, Angela Romine, Abe McGull, Matthew Simpson, Craig Hosmer, Mike Schilling, Richard Ollis, and Ken McClure. Absent: None.

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.

Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote: Ayes: Lear, Hardinger, Romine, McGull, Simpson, Hosmer, Schilling, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

August 9, 2021
Springfield, Missouri

The City Council met in regular session August 9, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. He acknowledged this is the bicentennial year of Missouri's statehood. He also wanted to acknowledge our health care professionals and first responders impacted by COVID-19. A moment of silence was observed.

Roll Call

Present: Matthew Simpson, Craig Hosmer, Richard Ollis, Andrew Lear, Heather Hardinger, Angela Romine, Abe McGull, Mike Schilling, Ken McClure. Absent: None.

Minutes

Anita Cotter, City Clerk noted the minutes of the August 3, 2021 Special City Council meeting were inadvertently not uploaded and will therefore be presented for approval at the August 23, 2021 City Council meeting. There being no additional deletions or corrections, the minutes of July 26, 2021 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 at the request of the City Council Community Involvement Committee, the City of Springfield is collecting public input through Aug. 18 about the current Springfield flag and whether the City should consider adopting a new flag. He further noted participants interested will have the opportunity to submit their own flag design in addition to providing feedback about the current Springfield flag and a proposed new flag. Mr. Gage noted the results from the survey will be provided to the City Council to advise further action.

Mr. Gage noted the Department of Workforce Development in conjunction with the City of Springfield launched a new podcast series exploring topics related to Workforce Development, economic vitality, and quality of place. The first episodes have been released and are available on most major podcast platforms and on the City's new podcast page at Springfieldmo.gov. He further noted Workforce Vibe is hosted by Sally Payne, Interim Director of Workforce Development for the City of Springfield. Mr. Gage noted community leaders will join Sally each episode to discuss what factors play into recruiting and retaining talent in Springfield area and beyond. He further noted the first two episodes feature guests Cora Scott and Tim Rosenbury from the City of Springfield and Francine Pratt from Prosper Springfield.

Mr. Gage noted bikers with End of Watch arrived at the Springfield Police Department's South District Station Sunday. An image of Officer Chris Walsh is among several photos on a 41-foot trailer is traveling across the country. He explained last year the End of Watch Ride honored 146 fallen officers across the country and as of this year have honored 338 officers who lost their lives in 2020 while serving their

communities. Mr. Gage acknowledged the City will remember Officer Walsh and his ultimate sacrifice.

Mr. Gage noted members of the Springfield Fire Department and the local International Association of Fire Fighters continue to help the Springfield- Greene County Health Department with COVID-19 vaccination clinics. He noted the efforts the City has made since May and acknowledged Springfield Fire Department expanding COVID-19 testing opportunities by offering appointments for free PCR testing from 7:30 – 11:30 a.m. and 1:30 – 3:30 p.m. at Station 8, located at 1405 S. Scenic. He further noted the Fire Department will partner with Jordan Valley Community Health Center for a Route 66 Vaccination Clinic.

Mr. Gage acknowledged the Springfield- Greene County Health Department and their work to manage the pandemic.

Katie Towns, Director of Health provided an update on the pandemic. Ms. Towns noted the past two months the pandemic has caused an increase in cases. She noted we lost 58 people in the month of July alone. Ms. Towns mentioned the Health Department has partnered with the University of Minnesota to increase the number of samples to be sent off for genetic sequencing. Ms. Towns noted the result of these samples submitted by Cox Health and Mercy identified as the Delta variant. She further noted the seven-day average of COVID-19 cases is 152, down 9% over the past week and down 32% from three weeks ago. Ms. Towns commented 248 individuals are currently hospitalized, of which 112 are in critical conditions and 52 are on ventilators. Ms. Towns explained these number are down due to the ongoing efforts to increase vaccinations in our community. She noted as a result 43% of eligible Greene County residents are now vaccinated, an increase from June to July. Ms. Towns noted despite the efforts of the Health Department there is an increase in the severity of cases in young people. She further noted in the month of July the hospitals treated 516 individuals between the ages of 0-11.

Ms. Towns acknowledge meeting with Councilwoman Romine to gain understanding and discuss productive solutions. She noted how they both would like to work together to see people healthy and thriving within the community. Ms. Towns noted when we do not know one another and don't have a personal relationship it is easy to make assumptions about another person.

Ms. Towns noted as part of her role as the Director of Health, she has a responsibility to build relationships with our community which starts with an introduction and getting to know someone. She provided insight into why she was inspired to join the world of public health by sharing her personal journey with health-related issues. She expressed to the community that arming ourselves with information about the vaccine from trusted and reliable sources is the best thing we can do to gain freedom from this virus. She noted the Department of Health is here to help and encourages people to reach out to their primary physicians.

Mayor Pro Tem Simpson thanked Ms. Towns for sharing her honest and accurate information. He asked Ms. Towns if the City vaccine rate is higher than the County

vaccine rate. Ms. Towns noted it is approximately the same level. Mayor Pro Tem Simpson asked if the Health Department is working to help protect the children when they start school in the fall. Ms. Towns noted the Health Department is working closely with the schools in region to give them updated information as received and will monitor the situation as we go forward.

Councilman Lear asked about the effectiveness of the vaccines that were received in earlier in the year. Ms. Towns noted they are monitoring the research completed on this and will hopefully have more information by early fall.

Councilwoman Romine thanked Ms. Towns for reaching out to her and noted she looks forward to finding an understanding of how to keep the citizens safe in the community.

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

**Emergency
Services;
'Automated
External
Defibrillators'**

Sponsor: Hardinger. Council Bill 2021-188.

A general ordinance amending Springfield City Code, Chapter 50, 'Emergency Services,' Article III, 'Automated External Defibrillators,' by deleting Article III in its entirety.

Council Bill 2021-188. General Ordinance 6672 was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None Absent: None Abstain: None

**Fire Prevention
and Protection;
Emergency
Responder Radio
Coverage**

Sponsor: Lear. Council Bill 2021-189.

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' by adding specific local amendments to Section 510 'Emergency Responder Radio Coverage,' subsections 510.4.1.1 and 510.4.1.2, of the 2018 International Fire Code, relating to modifying the Delivered Audio Quality of the Trunked 800 MHz radio system.

Council Bill 2021-189. General Ordinance 6673 was approved with the following vote: Ayes: Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None Absent: None Abstain: None

**Fire Prevention
and Protection;
revising the
current numbering
subsection**

Sponsor: Hosmer. Council Bill 2021-190

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Chapter 9, 'Fire Protection and Life Safety Systems,' Section 901, by creating a new subsection of 901.6.1.1, 'Vendor Registration,' and revising the current numbering of subsection 901.6.1.1 to become 901.6.1.2, 'Certifications,' and amending the language.

Council Bill 2021-190. General Ordinance 6674 was approved with the following vote:
Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None Absent: None Abstain: None

**Fire Prevention
and Protection;
'Access and
loading'**

Sponsor: Ollis. Council Bill 2021-191

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' specifically Appendix D, Section D102, 'Required Access,' and amending language contained within subsection D102.1, 'Access and loading.'

Council Bill 2021-191. General Ordinance 6675 was approved with the following vote:
McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, and McClure.
Nays: None Absent: None Abstain: None

**Firefighter
Apprenticeship
program.**

Sponsor: Simpson. Council Bill 2021-192.

A special ordinance authorizing the City of Springfield Fire Department to enter into an agreement with the Missouri Department of Labor for the establishment of a Firefighter Apprenticeship program.

Mayor Pro Tem Simpson complimented Fire Chief Pennington for this program and his hard work with responding to emergencies and with the vaccines.

Council Bill 2021-192. Special Ordinance 27548 was approved with the following vote:
Ayes: Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, and McClure. Nays: None Absent: None Abstain: None

The following bills appeared on the agenda under Resolutions.

**Short- Term
Rental; 1850 South
Virginia Avenue**

Sponsor: Simpson. Council Bill 2021-197.

A resolution granting a Short-Term Rental Type 2 Permit for the property located at 1850 South Virginia Avenue for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Daniel Neal, Senior City Planner gave an overview of the proposed. Mr. Neal noted this Short-Term Rental Type 2 is a home rented for periods of less than 30 consecutive days. He noted these properties are not owner- occupied or has an owner who rents the home for more than 95 days in a calendar year. He explained an affidavit signed by 55% of adjacent property owners, including those adjoining and across the street is needed to receive the permit. He noted this bill is to appeal that process due to the applicant unable to obtain the needed signatures.

Mayor Pro Tem Simpson asked if the information and notes provided to Council came from the applicant or from staff. Mr. Neal noted those notes were verbally given and written by staff.

Councilman Hosmer asked if staff made a recommendation for this resolution or is this based on the ordinance as written. Mr. Neal answered this is based on the ordinance as written to apply for the permit. Councilman Hosmer clarified 60% of the neighbors have decline to sign in support. He expressed this would set a dangerous precedence knowing the neighbors are against this rental type.

Councilman McGull asked, depending on the outcome of this vote, if there was anything preventing the applicant from applying again in the future with the needed signatures. Mr. Neal noted the applicant can reapply and repeat the process to receive the permit later at a later date if the proposed does not pass.

Mary Pearson provided written comments in opposition to the proposed and were provided to councilmembers.

Mayor Pro Tem Simpson noted in the approved past Short Term Rental Type 2 bills there were owners of surrounding houses the applicant could not reach due to various reasons. He expressed the difference with this bill, noting 60% of the residents had an opportunity to sign and chose not to show support.

Councilman Lear noted his support for short term rentals. He expressed it is an economic need but noted there is a process. Councilman Lear asked if this was to fail if there is a time the applicant would have to wait to reapply. Mr. Neal stated the ordinance does not specify a time so they can apply again.

Councilman McGull noted needing to look at the ordinance itself. He noted people should be vigilant with their rights.

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

Council Bill 2021-197 failed with the following vote: Ayes: None: Nays: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Absent: None Abstain: None

**Coronavirus Aid,
Relief, and
Economic Security
Act Community
Development
Block Grant funds**

Sponsor: Hosmer. Council Bill 2021-198.

A resolution authorizing the City Manager, or his designee, to apply for up to \$2 million of Coronavirus Aid, Relief, and Economic Security Act Community Development Block Grant funds from the State of Missouri Department of Economic Development to be used to prevent, prepare for, and respond to the COVID-19 impact on Springfield, and to address priority unmet needs such as providing community facilities and public services that address homelessness.

Bob Atchley, Senior City Planner gave an overview of the proposed. He noted this bill will allow the City to apply for C.A.R.E.S Act Community Development Block Grant funding through the State of Missouri Department of Economic Development. The C.A.R.E.S Act funding would allow the State to administer the second round of funding to the City if awarded. The Department of Economic Development (DED)

allows for proposals within five categories. Mr. Atchley further explained homelessness was cited as a critical issue which falls within those five categories. He noted data was taken from citizens which shows support for homeless services, youth transition housing and additional homeless shelters. Mr. Atchley explained based on this data staff want to focus the application process to address the need for additional emergency shelter beds and public services for the homeless.

Councilman Ollis asked for the location of the shelter beds. Mr. Atchley explained the department sent out request for proposals to local homeless service providers. He noted the providers have until August 18, 2021 to respond with proposals, which they will select based on what requests has been submitted. Councilman Ollis mentioned the feedback Council has received from different neighborhoods. He noted we need to be purposeful to not create an issue for neighborhoods and businesses by placing a shelter in an inappropriate place. He noted the details and the purpose on how we utilize this money is important.

Councilman Hosmer expressed a certain percentage of this grant should be utilized on mental health to help take care of the symptoms causing homelessness and stop the cycle.

Councilwoman Romine expressed Zone 1 has a huge problem. She mentioned the Hope Center provides a hand up. She expressed wanting to have a more concrete plan.

Councilman McGull expressed his support of the proposed. He expressed homeowner are frustrated. He noted issues seen in the past from the lack of strategy when looking at these services. He further noted there should be a strategy in place to ensure there will not be more issues in the future for these communities.

Councilman Lear expressed his support for the proposed. He noted working in a cold emergency shelter where they did not have enough beds to support those in need. He noted this money may not be enough to solve the problem but is a good place to start.

Councilwoman Hardinger noted homelessness is preventable. She expressed housing is not the only solution to homelessness and this issue looks different today than it did ten years ago. She noted we should reach out and see what other communities are doing to help those in this position.

Councilman Schilling asked for the percentage of homeless local individuals versus drifters from other regions. Mr. Atchley was unsure and referred the question to Community Partnership of the Ozarks (CPO).

Jason Gage, City Manager noted he is currently looking to schedule a full comprehensive overview with CPO to address what activities have occurred in the community, what services are available, and what strategies can be utilized.

Jason Griesmer, Acting Director of Planning and Development noted in past meetings there was discussion of an allotment of home funds from Department of Housing and

Urban Development. He further notes if successful with these funds, it would be in addition to the funds allotted and would be utilized towards homeless services.

Amanda Stadler, CPO Coordinator spoke in support of the proposed. She noted the goal is to connect the homeless with safety and affordable housing. She noted the need for emergency shelter beds was in the process prior to the pandemic. She noted a community survey was completed by the Alliance to End Homelessness which showed access to a shelter was the number two need for homeless individuals in the community, with the first need being affordable housing. She noted on any given night approximately 500 people are experiencing homelessness through the community. She expressed the issues they are having with the limitations of funding.

Meleah Spencer, CEO of The Kitchen Inc, spoke in support for the proposed. She noted all the progress they were able to make with the new location of The Kitchen Inc which opened in 2018. She explained the design of the location which allows for them to provide a safer environment from COVID-19. She expressed the limitations they are experienced with the lack of permanent housing to help those in need.

Councilman Hosmer asked if these individuals are from the Springfield area. Ms. Spencer noted these individuals are from different areas. Councilman Hosmer asked what the probable cause of these persons to become homeless. Ms. Spencer noted these individuals have different stories. She noted some stories involve not being able to afford the medications, housing, or medical appointments they need. She noted Springfield is known as a caring community and we do not have enough affordable housing to help these individuals. Ms. Spencer noted programs like The Kitchen Inc are transitional programs that struggle finding permanent solutions due to lack of funding.

Councilman Ollis asked for a description of their aggregation of services; additionally, what should be done to minimize issues when attempting to fix problems. Ms. Spencer noted more affordable housing would allow for those individuals to focus on their mental health.

Councilwoman Hardinger asked what the increase of needs since the pandemic has started and how are these funds going to help the Kitchen fill the gap. Ms. Spencer noted she would be able to move individuals through the transitional emergency shelter if there was more affordable permanent housing available.

Kelly Harris spoke in support for the proposed. She noted she was with Ozark Alliance to End Homelessness Executive Board and Safe to Sleep women's shelter. Ms. Harris noted the lack of affordable housing for those on fixed incomes. She noted individuals that are experiencing homelessness should not be stereotyped. She further noted the current wait to get affordable housing is now over a year.

Steven Sexton provided comments requesting Council Bill 2021-198 be tabled. This information was provided to Council.

There being no further appearances, the public hearing was declared closed.

Council Bill 2021-198. Resolution 10592 was approved with the following vote:
Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays:
Romine. Absent: None Abstain: None

**Declaring
vaccinations as the
leading prevention
strategy to end
COVID-19.**

Council Bill 2021-213 (McGull, Hardinger, & Hosmer)

A resolution declaring that vaccination is the leading prevention strategy to end the COVID-19 pandemic and should be strongly encouraged for all eligible individuals, and, in conjunction with vaccinations, other mitigation strategies have shown to be effective in reducing transmission of COVID-19 and should continue to be applied to minimize the impact of COVID-19 in our community.

Jason Gage, City Manager gave an overview of the proposed. He noted the primary emphasis of this bill noted vaccinations are the best solution to defeat COVID-19. He clarified this bill is an encouragement and not a binding action. He then transitioned to Councilman McGull for further explanation.

Councilman McGull expressed this resolution is conceived out of love for his fellow citizens. He noted it encourages eligible individuals to get vaccinated while respecting individual choice. He further noted this is not a mandate nor a mandatory mask ordinance. Councilman McGull noted this resolution is advocating for individuals to educate themselves on COVID-19 information so we can get to the 70% vaccination rate.

Lisa Meeks spoke in opposition of the proposed. She expressed concerns for misinformation going into the community. She further expressed individuals should question the information they receive.

Gerald Keim spoke in opposition of the proposed. He noted his concerns about masking and the lack of correct information about vaccines given to the public. Councilman Hosmer asked for clarification of organizations Mr. Keim felt were not providing accurate information. Mr. Keim expressed he thinks the Greene County Health Department, Centers for Disease Control and Prevention, and the National Institute of Health, among others, aren't telling the truth, and by default, are lying for financial gain. Councilman Hosmer expressed his disagreement and noted it is Council's job to follow the facts as presented by medical professionals.

George Barankovich spoke in support of masking. He expressed the difficulties of his experiences in the armed forces and how masks helped him during that time.

Heather Deitz spoke in opposition of the proposed. She expressed her displeasure regarding on actions taken by the City Council, the City Manager, and the Greene County Health Department.

Meike Aton spoke in opposition of the proposed. She noted Springfield is divided into masking versus unmasked individuals. She expressed her opinion on why this had become an issue through the community.

Swayne Loftis spoke in opposition of the proposed. He noted the importance of correct information presented to the community about COVID-19. He expressed his opinion on keeping the facts in mind when making decisions.

James Blaine, family physician in Springfield, spoke in support of the proposed. He noted science is not a destination, it's a journey. He expressed his support of the medical information given by other experts. He noted the dangers COVID-19 poses to children. Mayor Pro Tem Simpson asked Mr. Blaine how long he has practiced medicine in Springfield. Mr. Blaine noted for over 40 years. Mayor Pro Tem Simpson asked in Mr. Blaine's expert opinion if the World Health Organization and the CDC are being dishonest about COVID-19 and the vaccine. Mr. Blaine expressed he does not believe so and unfortunately there is a lot of misinformation going around. He noted he is the Vice President of the Missouri State Medical Association and part of the Executive Council of the Greene County Medical Society. Mayor Pro Tem Simpson asked what type of misinformation Mr. Blaine has experienced when treating individuals. Mr. Blaine noted one misconception is doctors are paid more for diagnosing a patient with COVID-19. He further expressed this as a misunderstanding and provided clarifying information based on the science.

Frank Gillham spoke in opposition of the proposed. He expressed the difficulties he has had in the community with masking and his personal observations of individuals dealing with COVID-19.

Councilman Hosmer expressed masking helps and the vaccine is safe. He noted the biggest issue is the children. He further noted schools will be in session soon and we should focus on their safety and health.

Mayor Pro Tem Simpson noted Council has a responsibility to the people of the community. He expressed the importance of accurate information and respecting those who work to save lives. He further expressed his objections to citizens wearing yellow stars and comparing being asked to follow CDC guidelines as similar to the plight of Holocaust victims.

Councilman Schilling noted Springfield being in the news around the world. He read a quote expressing the importance to do the right thing to keep our community safe.

Mayor McClure articulated his support for the proposed. He noted the solution to fighting this deadly disease is vaccination. He further noted vaccines are safe, effective, and needed for immunity and protection. Mayor McClure expressed those who choose not to get vaccinated are putting others at risk, including loved ones. He noted all the actions taken by City Council dating back to the origin of this disease, was to get the needed supplies for eligible individuals in the community. He further noted health care workers and hospitals are overwhelmed. He noted the City of Springfield is grateful for the help received from the State of Missouri to help combat this disease.

There being no further appearances, the public hearing was declared closed.

Council Bill 2021-213. Resolution 10593 was approved with the following vote:
Ayes: Ollis, Lear, Hardinger, McGull, Schilling, Simpson, Hosmer, and McClure. Nays:
Romine. None Absent: None Abstain: None

Mayor McClure asked Ms. Cotter to read Council Bill 2021-199 and Council Bill 2021-200 together.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

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

**Rezoning 3482 and
3839 South State
Highway FF and
4003 West Farm
Road 168**

Sponsor: Schilling. Council Bill 2021-199.

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 98 acres of private property and right-of-way generally located at 3482 and 3839 South State Highway FF and 4003 West Farm Road 168, referenced as Annexation A-4-2021, into the City of Springfield.

**Rezoning
approximately 73
acres of property;
3482 and 3839
South State
Highway FF; 4003
West Farm Road
168**

Sponsor: Schilling. Council Bill 2021-200.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 73 acres of property generally located at 3482 and 3839 South State Highway FF from County R1, Suburban Residence District, to City R-SF, Single Family Residential District; rezoning approximately 17 acres of property generally located at 4003 West Farm Road 168 from County C-2, General Commercial District, to City GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Hoover Brothers Farms Inc., Rick Hoover Properties and Hometown Commons, LLC; 3482 & 3839 South State Highways FF and 4003 West Farm Road 168; Z- 17- 2021)

Brendan Griesemer, Acting Director of Planning and Development provided an overview of Council Bill 2021-199 and Council Bill 2021-200.

Brendan Griesemer, Acting Director of Planning and Development gave an overview of the proposed. He noted this is a voluntary annexation at the property owner's request to join the City. He explained approximately 90 acres of private property and 8 acres of City right-of-way would be impacted. Mr. Griesemer noted annexations enhance governmental efficiency through rational and simplified boundaries. He

further noted findings for the land is consistence with the comprehensive plan and would allow for commercial development. He explained this would also allow for continued growth and development by maximizing use of existing resources while minimizing cost to citizens. Mr. Griesemer gave an overview of proposed Council Bill 2021-200. He noted this project would be appropriate for medium-intensity retail, office, or housing southwest. He further noted a traffic impact study is not required.

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

**Rezoning
approximately 1.84
acres of property;
2000 East
Commercial Street**

Sponsor: Romine. Council Bill 2021-201.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.84 acres of property generally located at 2000 East Commercial Street from GM, General Manufacturing, to HM, Heavy Manufacturing; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Superior Industrial Solutions Inc.; 2000 East Commercial Street; z-15-2021)

Brendan Griesemer, Acting Director of Planning and Development gave an overview of the proposed. He explained the rezoning is near the intersection of Commercial Street and Glenstone. Mr. Griesemer notes the comprehensive plan shows this is appropriate for medium intensity retail, office or housing. He notes this is currently partially zoned for manufacturing. He explains the transportation plan noting a traffic impact study is not needed.

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

**Rezoning
approximately 1
acre of property
generally located
at 1136 and 1144
East Sunshine
Street and 1816,
1820, and 1826
South Florence
Avenue**

Sponsor: Simpson. Council Bill 2021-202.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1 acre of property generally located at 1136 and 1144 East Sunshine Street and 1816, 1820, and 1826 South Florence Avenue from R-SF, Single-Family Residential District, to O-1, Office District, subject to certain conditions; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: B.J. Marsh ETAL, Joni M. Marsh (Jackson) Monte M. Marsh; 1136 & 1144 E. Sunshine Street and 1816, 1820 and 1826 S. Florence Avenue; Z-16-2021)

Brendan Griesemer, Acting Director of Planning and Development gave an overview of the proposed. He explained this pertains to a zoning request near the intersection of National and Sunshine. He noted the comprehensive plan shows this is appropriate for medium- intensity retail, office, or housing. He noted a traffic impact study is not required. He further noted there would be no access to Sunshine from the proposed area. He noted the property along Florence will require a 15-foot-wide landscaped area with plantings.

Councilman Schilling asked about the loss of trees on the property and what the code says about trees on developing property. Mr. Griesemer noted there is not a count of trees, but the developer can leave the trees in this area. He noted there are no requirements for a buffer line along Sunshine or National. He further noted at this time there is no type of preservation ordinance for these types of property.

Mayor Pro Tem Simpson asked for the proposed use of this property. Mr. Griesemer noted he is unaware and would have to defer to the developer.

Councilman McGull asked what neighborhood association this zoning change would affect. Mr. Griesemer noted it used to be Sunshine Holland and University Heights.

Councilman Ollis asked for clarification if the proposed passes, would it allow this area to be O-1. Mr. Griesemer noted that was correct. He noted with the O-1 zoning is designed to be adjacent to a residential area.

Councilman Hosmer asked if there was neighborhood opposition. Mr. Griesemer noted there was not a residential representative at the Planning and Zoning meeting. Councilman Hosmer asked if there are plans to make an access from National to Florence. Mr. Griesemer noted that would be a question for the developer.

Councilman Lear noted if the developer decided to take out the trees in the proposed area there would be no recourse. Mr. Griesemer noted it would be up to the developer.

Rod Schaffer, representative for Cox Health spoke in favor of the proposed. He explained how Cox was approached by the owner of this property in April. He notes without the zone change they cannot build a clinic with the required parking. Councilman Hosmer asked about access between Florence and National. Mr. Schaffer expressed the parking lots would access both Florence and National. He noted the traffic going north on National would be restricted. He further noted concerns about the limited access to the area and the possibility of poor navigation if not executed properly. Mayor Pro Tem Simpson thanked Mr. Schaffer for all his company does for the community. Councilman Schilling asked about preserving the trees in the area despite needing the space for parking. Mr. Schaffer noted it would be difficult to do so because it is a forest in the proposed area.

Mindy Spitz spoke in opposition of the proposed. She noted this area contains mature trees. She expressed her opinion of the importance of maintaining these green spaces.

Dane Seiler spoke in favor of the proposed. He noted information discussed during neighborhood meetings regarding the proposed.

Sean Schoonover spoke in opposition of the proposed. He expressed his concerns with the dangers of adding more commercial traffic. He expressed the need for a traffic study in the area due to the changes of the proposed.

Councilman Hosmer asked why there is not a traffic study of the area. Dan Smith, Public Works Director expressed this is just a rezoning proposal so there is no need to do so at this time.

Councilwoman Romine noted her support for a traffic study in the area due to the concerns of safety.

Councilman Ollis asked what type of establishment would be considered an activity zone. Jason Gage, City Manager noted this area is known as an activity center, but it is zoned as O-1. He further noted Cox Health would have a lower impact on the area than a fast-food restaurant.

Rob Haik, representative for Cox Health noted his company chooses to develop in areas to help the community. He noted this site is for another Cox Health clinic. He expressed the priority at this time is to save lives by getting these facilities up and running to meet the growing health needs of the community.

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

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

**Coronavirus State
and Local Fiscal
Recovery Funds**

Sponsors: Simpson, Lear, McGull & Hardinger. Council Bill 2021-203.

A special ordinance amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2021-2022 in the amount of \$8,000,000 to appropriate funds from the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 ("ARPA"), to provide critical services, staffing, supplies, and support for operations for the COVID-19 response of the City not covered by other federal sources. (The Council ARPA Review Committee voted to recommend this appropriation to City Council.)

Katie Towns, Director of Health gave an overview of the proposed. She noted the expenses experienced over the past year due to COVID-19. She further noted these funds would be utilized towards the projected expenses for the remainder of this year. She expressed the proposed would be utilized to continue contact tracing, COVID-19 investigations, on-going testing needs, staffing and other logistics for COVID-19 clinics through the community.

Councilman Lear asked for clarification on mandated reporting to the State. Ms. Towns noted per the state guidelines, the Health Department is required to report over 250 types of infectious diseases. She noted since COVID-19 falls in that category, the Health Department is required to investigate ways to stop and slow the spread of the disease and the possibility to infect others. Ms. Towns further noted it is a requirement of the Health Department to report to the State their findings, but it is not funded by the State.

Mayor Pro Tem Simpson asked if additional funding is found for this purpose would we be able to reallocate the remaining to other needs. Jason Gage, City Manager expressed the money could be reallocated if necessary.

Councilman Hosmer asked about the process of discussing the ARPA funds with the community. Jason Gage, City Manager expressed the process was expedited due the immediate needs of the Health Department. He noted going forward the comprehensive recommendation will be brought before the Council.

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

Clerk's Note: Councilman Hosmer left the Chamber at 10:05 PM.

**Commercial Street
Tax Increment
Financing Special
Allocation Fund**

Sponsor: Lear. Council Bill 2021-204.

A special ordinance amending the budget of the City of Springfield for Fiscal Year 2021-2022 in the amount of \$290,000 for the purpose of approving expenditures from the Commercial Street Tax Increment Financing Special Allocation Fund for certain public improvement projects within the Commercial Street Tax Increment Financing District; authorizing the expenditure of \$365,000 from previously-budgeted Public Works funds as cost-sharing for these improvements; and amending the Capital Improvements Program to add the funded projects.

Olivia Hough, Senior City Planner gave an overview of the proposed. She noted background information on the Commercial Street Tax Increment Financing, TIF. She further noted only public improvement project identified in the redevelopment plan may be funded with TIF Revenues. Ms. Hough expressed the current priorities of the proposed would include parking, directional signage, public art, and footbridge plaza design.

Councilman Schilling asked if the state holders get another chance to look at the final designs. Ms. Hough noted this would be seen once more as well as public input.

Councilman Ollis expressed support for the work to be completed in this area.

Mary Collette provided comments in support to Council Bill 2021-204 which were provided to councilmembers.

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

**Enhanced
Enterprise Zone**

Sponsor: Hosmer. Council Bill 2021-205.

A general ordinance amending the Fee Schedule for certain City services as provided in the Springfield City Code by adding fees for the Enhanced Enterprise Zone economic development incentive and amending the fees for the Industrial Development Bond economic development incentive.

Sarah Kerner, Director of Economic Development gave an overview of the proposed. She noted the Enhanced Enterprise Zone program encourages business development and job creation by granting real property tax abatement to business enterprises that locate or expand within designated enhanced enterprise zones.

Councilman Lear asked how many of these are completed a year. Ms. Kerner expressed less than once a year, but they maintain the information for the duration of the project.

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

**Department of
Economic Vitality**

Sponsor: Ollis. Council Bill 2021-206.

A special ordinance amending the budget for the Department of Economic Vitality for Fiscal Year 2021-2022 in the amount of \$75,000 to appropriate a portion of the General Fund carryover funds to finance a blight study and redevelopment plan for the area within and surrounding the Grant Avenue Parkway zoning district.

Sarah Kerner, Director of Economic Development gave an overview of the proposed. She noted the goal of the Grant Avenue Parkway plan and Zoning District is to promote reinvestment and redevelopment along the parkway and into the surrounding neighborhoods. She further noted it would allow a broader range of permitted uses and permitted height and density. She expressed the proposed is to fund a blight study requested by Councilman Hosmer in response to his concerns about poor conditions surrounding the Grant Avenue Parkway.

Sally Hargis spoke in support of the proposed. She noted this project an investment for future growth in the area. She expressed her appreciation of the design standards that help this project remain unique by creating a quality place for those in the community.

Andrew Doolittle spoke in support of the proposed. He expressed the blight study would increase the likelihood of a successful parkway future.

Cameron LaBarr spoke in support of the proposed. He expressed blight studies create more tax revenue when redeveloping an area. He noted substandard housing leads to unsafe pedestrian interactions along the parkway and makes it unappealing to those visiting. He further advocated for a wide study of the area. Councilman Ollis asked with properties you own in the area, what is the financial feasibility without a blight study or an incentive to make the projects work. Mr. LaBarr expressed the difficulties he has faced in the area. He noted the current project is not feasible due to high construction cost.

Councilman Ollis asked if the proposed would allow for a consultant to look at additional areas that would need attention. Sarah Kerner, Director of Economic Development clarified this ordinance would be looking at properties in and around the Grant Avenue Parkway district.

Debbie Shantz Hart spoke in support of the proposed. She expressed the blight study is needed to help incentivize private investors and developers in the area.

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

Fieldhouse Facility Project

Sponsor: Lear. Council Bill 2021-207.

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the owners of the property generally located at 2235 West Kingsley Street known herein as the Fieldhouse Facility Project, to purchase the real property and improvements at this location, said property to be purchased with the Special Obligation Improvement Bonds, Series 2021, which is requested of City Council in companion Council Bill 2021-208, with the appropriate budget adjustment requested in said companion council bill; and authorizing certain other documents and actions in connection therewith; and declaring an emergency.

Bob Belote, Director of Parks and Recreation gave an overview of the proposed. He noted the facility is in the Chesterfield Park corridor. Mr. Belote presented background information about the Fieldhouse Sport Center. He expressed this move in ready facility would serve as a critical indoor sports infrastructure for our community and its athletes. He notes this is an opportunity for athletics in the Parks' Sports Division & Community Sports Development Program, joint programs with Chesterfield Family Center, Concession & Catering services to produce revenue in the community. He noted this facility is the only remaining multi-court facility in the Springfield community which has room for future facility growth while fostering sports tourism.

Councilman Ollis asked if the Parks Board would be able to maintain this facility at a level to continually attract sports tournaments and events. Mr. Belote noted the budget will have a dedicated capital repair account in anticipation of those needs. Councilman Ollis asked if Greene County was approached to participate in support of the proposed. Mr. Belote noted Greene County is currently in the process of reviewing the proposed in addition to other inquires.

Jonathan Gartin noted he would also address Council Bill 2021-208. He spoke in opposition of the proposed. He expressed his belief ARPA monies should not be used to fund the proposed and raised concerns regarding the City following guidelines.

Mayor McClure noted the City of Springfield has 3 years to spend the funds received. He further noted all guidelines to spend the ARPA monies are being followed.

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

**Special Obligation
Improvement
Bonds; American
Rescue Plan Act of
2021**

Sponsor: Ollis. Council Bill 2021-208.

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021, in a principal amount not to exceed \$5,200,000 for the purpose of providing funds to pay costs related to the acquisition of the Fieldhouse Sports center and adjacent property; appropriating \$2,000,000 of the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 ("ARPA") for this project; amending the Fiscal Year 2021-2022 budget of the City in the amount of \$7,500,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

David Holtmann, Director of Finance gave an overview of the proposed. He noted the City can use ARPA funds for revenue loss. He noted the Parks Department lost over \$5.2 million the past year due to COVID-19. He explained the Parks Department is proposing to utilize \$2 million of the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 to recoup part of these losses.

Councilman Lear noted staff have done their due diligence to ensure the proposed falls within the interim ranks. Mr. Holtmann noted the proposed follows guidelines for governmental uses due to COVID-19 revenue loss for the Parks Board. Councilman Lear expressed his support for this project. He noted this project was brought forward to Council without recommendation of the APRA Review Committee due to the time sensitiveness of making this purchase. He further noted as a member of the committee they are looking at the criteria and how to package these monies to bring to Council. He expressed having concerns allocating ARPA funds for the proposed. Councilman Lear inquired what effect would happen if he chose to amend the proposed from utilizing ARPA funds to using the General Funds carryover. Mr. Holtmann explained the cost increase from the General Funds. He noted our current carry over balance is over \$5 million.

Councilman Lear made a motion to amend Council Bill 2021-208. Rhonda Lewsader, City Attorney asked for clarity regarding his motion. Councilman Lear expressed his intent to amend the language throughout the proposed wherever it notes funds would derive from ARPA monies, and instead have funds coming from the City's General Fund. Mayor Pro Tem seconded this motion.

Mayor McClure asked Ms. Lewsader what the procedural impact is from this amendment. Ms. Lewsader noted under the Charter, the bill will not be held over for a 3rd Council meeting, but the public hearing will be open until the next Council meeting.

Councilman Ollis asked what this amendment does regarding any plans the City had for the carryover funds. Jason Gage, City Manager noted this would deplete the current funds not including funds from this fiscal year.

Councilman McGull asked what the overall purpose of amending the proposed. Councilman Lear expressed when the Committee was formed to review ARPA funds, staff were provided with a criterion to follow for recommendations. He noted his support for this project, but due to timing, this was not able to be filtered through the selection process. He further noted an alternative way to fund this project without utilizing ARPA funds.

Mayor Pro Tem Simpson noted as part of the ARPA Committee, the process for the proposed was expedited due to time sensitivity of the matter.

Councilman Ollis asked what the limitations of the different funding sources are for the proposed. Jason Gage, City Manager noted ARPA funds allow for broad discretion based off a formula for lost revenue. General carryover funds do not utilize that formula and allows for a more comprehensive use.

Motion to Amend Council Bill 2021-208 was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, and Simpson. Nays: Ollis, and McClure. Absent: Hosmer. Abstain: None

An opportunity was given for citizens to express their views. There being no appearances, the public hearing was declared closed; however, a public hearing regarding the amended bill will continue at the August 23, 2021 City Council meeting.

**Agreement
between the City
of Springfield and
Springfield R-12;
Crossing Guard
Program**

Sponsor: McGull. Council Bill 2021-209.

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

Collin Quigley, Deputy City Manager gave an overview of the proposed. He noted this would allow for a third party to pay for the crossing guard program through the 2021-2022 school year.

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

**Springfield City
Code Chapter 74,
'Nuisance and
Housing Code,'
Article II,
'Enforcement,'
Section 74-38**

Sponsor: Hardinger. Council Bill 2021-210.

A general ordinance amending Springfield City Code Chapter 74, 'Nuisance and Housing Code,' Article II, 'Enforcement,' Section 74-38, 'Costs, assessments, and nuisance-abatement lien,' to enhance the effect of special tax bills issued under said chapter.

Dwayne Shmel, Director of Building Development Services gave an overview of the proposed. He noted when the City abates a nuisance on behalf of a property owner, they utilize a special tax bill. He noted the proposed will allow for additional language for a defendant to demonstrate the City's proceedings were not regular and proper.

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

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

Appeared

Isreal Reel addressed City Council about issues with police and homelessness. He provided items for the Council to review. He expressed his frustrations and concerns for his neighborhood. Councilman McGull and Councilman Ollis thanked Mr. Reel for speaking for his community.

Tim Havens addressed City Council about homelessness. He expressed his frustrations with how the City has approached the subject. He noted this is a cycle and suggested the City looking into Housing First programs such as Eden Village. He further noted the positives of these programs.

Clifford VanNatta addressed City Council. He expressed his frustrations about the homeless in the community. He noted the amount of time and money spent on his property due to influx of homeless.

Michael Hasty addressed City Council about crime. He expressed we must acknowledge Springfield has a problem with crime. He spoke about his experience and engagement with the community. He expressed his appreciation of the Police Department and the Health Department.

The following items appeared on the agenda under New Business.

Recommended

The Mayor recommends the following appointment to the Springfield- Greene County Public Library Board: Christopher Bozarth, with term to expire July 01, 2022.

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

UNFINISHED BUSINESS

MISCELLANEOUS

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

**Preliminary Plat of
Cresthaven Park**

Sponsor: Romine. Council Bill 2021-211.

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 Cresthaven Park, generally located at 3221 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the

preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

**Preliminary Plat of
Springfield Plaza
Phase 4**

Sponsor: Schilling. Council Bill 2021-212.

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 Springfield Plaza Phase 4, generally located at 3900 West Sunshine 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.)

CONSENT AGENDA ONE READING BILLS

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

**Resurfacing
Portions of Farm
Roads 114, 107,
and 116**

Sponsor: Romine. Council Bill 2021-193.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Cost Share Agreement with Greene County, Missouri, to share the costs associated with resurfacing portions of Farm Roads 114, 107, and 116, with the City's expected contribution not to exceed \$40,000.

Council Bill 2021-193. Special Ordinance 27549 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None Absent: None Abstain: None

Confirmed

Confirm the following appointment to the Public Housing Authority: Lynne Mitchell, with term to expire April 11, 2023.

Confirmed

Confirm the following appointment to the Tree City USA Citizen Advisory Committee: Kevin Harrell, with term to expire December 21, 2023.

Confirmed

Confirm the following appointment to the Springfield- Greene County Public Library Board: David Yancey, with term to expire July 1, 2024.

END OF CONSENT AGENDA.

Motion to Adjourn

Mayor Pro Tem Simpson moved to Adjourn. Councilman McGull seconded the motion, and it was approved by the following vote. Ayes. Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays. None. Absent. Hosmer. Abstain. None. The meeting adjourned at 11:35 p.m.

Prepared by
Lauren M. Fischer

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

August 10, 2021
Springfield, Missouri

The City Council met in special session August 10, 2021 in the Councilman Denny Wayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Andrew Lear, Heather Hardinger, Angela Romine, Abe McGull, Matthew Simpson, Mike Schilling, Richard Ollis, and Ken McClure. Absent: Craig Hosmer.

Closed Session

Mayor Pro Tem Simpson 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 to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

August 17, 2021
Springfield, Missouri

The City Council met in special session August 17, 2021 in the Councilman Denny Wayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call

Present: Mike Schilling, Abe McGull, Angela Romine, Matthew Simpson, Andrew Lear*, Craig Hosmer, and Ken McClure. Absent: Richard Ollis and Heather Hardinger.

*Members attending via videoconference.

Closed Session

Councilman Hosmer moved City Council will hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and 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.

Councilwoman Romine seconded the motion, and it was approved by the following vote: Ayes: McGull, Romine, Simpson, Lear, Hosmer, Schilling, and McClure. Nays: None. Absent: Ollis and Hardinger. Abstain: None.

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 08-03-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-199

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards,
3 precincts and council zones;' for the purpose of annexing approximately
4 98 acres of private property and right-of-way generally located at 3482
5 and 3839 South State Highway FF and 4003 West Farm Road 168,
6 referenced as Annexation A-4-2021, into the City of Springfield.
7
8

9 WHEREAS, a verified petition, referenced as Annexation A-4-2021, requesting
10 annexation was filed by the owners of all fee interests of record in all tracts of real
11 property located within the area proposed to be annexed, as described in "Exhibit A,"
12 said area being generally located at 3482 and 3839 South State Highway FF and 4003
13 West Farm Road 168; and
14

15 WHEREAS, said petition was presented to City Council more than fourteen, but
16 less than sixty days prior to the public hearing thereon; and
17

18 WHEREAS, proper notice was published at least seven days prior to the public
19 hearing; and
20

21 WHEREAS, City Council does find and determine that: (1) said annexation is
22 reasonable and necessary to the proper development of the City; (2) the City is able to
23 furnish normal municipal services to the area annexed herein with a reasonable time
24 after annexation; and (3) the area annexed herein is contiguous and compact to the
25 existing corporate boundaries of the City.
26

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

30 Section 1 – City Council, after holding a public hearing, hereby determines that
31 Annexation A-4-2021 of the property described in "Exhibit A," which is attached hereto
32 and incorporated herein by this reference, is reasonable and necessary to the proper
33 development of the City, the City has the ability to furnish normal municipal services to
34 the area annexed within a reasonable time, and the area is contiguous and compact to

the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and incorporated herein by this reference.

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

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

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL NO: 2021- 199

FILED: 8/3/2021

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to annex approximately 98 acres of private property and right-of-way into the City of Springfield, generally located at 3482 and 3839 South State Highway FF and 4003 West Farm Road 168, referenced as Annexation A-4-2021 (Staff recommends approval).

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 3482 and 3839 South State Highway FF and 4003 West Farm Road 168 are requesting annexation into the City of Springfield. The owner(s) of the private properties have signed a petition to request annexation of approximately 90 acres into the City of Springfield. The property is within the City of Springfield's Urban Service Area and is immediately adjacent to the City of Springfield. The property is currently vacant and undeveloped. The intent of the rezoning application is to facilitate the development of the subject 17 acres of private property to the east of State Highway FF into a commercial development with the potential for a commercial subdivision. The applicant has no current development plans for the west 73 acres of private property and is requesting for it to remain zoned for single-family residential.

The proposed annexation contains approximately 8 acres of public right-of-way. This includes the adjacent Greene County Farm Roads 166 and 168. Staff has coordinated with MODOT and Greene County and is in the process of receiving voluntary petitions for the proposed public right-of-way to be annexed.

The City of Battlefield has objected to the annexation of MoDOT right-of-way for the portion of South State Highway FF (approximately 9 acres) between the private properties to be annexed (Attachment 3). The City of Battlefield and the City of Springfield are currently engaged in negotiations redefining the boundaries between the two entities in this location. As a result of this objection, staff has removed the portion of South State Highway FF from the annexation.

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

REMARKS:

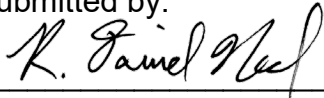
The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property and public right-of-way to be annexed.

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.
4. The property owner(s) have petitioned the City for annexation.
5. The City will receive sales and property tax revenue upon annexation of these properties.

Staff recommends the annexation of these private properties and public right-of-way.

Submitted by:



R. Daniel Neal, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department and Agency Review

Attachment 2, Annexation Schedule

Attachment 3, City of Battlefield objection letter

EXHIBIT A

LEGAL DESCRIPTION ANNEXATION A-4-2021

Private Properties:

Beginning at a point on the South line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28), Range Twenty-two (22), which is 448.3 feet eastwardly from the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28), Range Twenty-two (22); thence South 89°35' East along said South line, 264.0 feet; thence North 0°25' East, 825.0 feet; thence North 89°35' West 264.0 feet; thence South 0°25' West, 825.0 feet to the point of beginning except any part thereof taken, deeded or used for road or highway purposes, all in Greene County, Missouri.

AND

That part of the NW $\frac{1}{4}$ of Section 8, Township 28 North, Range 22 West, described as follows: Commencing at the Northwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8, thence South 88 degrees 42 minutes 04 seconds East with the North line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 370.65 feet to the East right-of-way line of Relocated State Route FF for a true POINT OF BEGINNING; thence Northerly & Easterly with said right-of-way line and with the Southerly right of way of U.S. Highway 60 the following 4 courses: (1) North 16 degrees 03 minutes 57 seconds East 112.77 feet; (2) North 56 degrees 12 minutes 14 seconds East 121.62 feet; (3) South 61 degrees 12 minutes 52 seconds East 297.28 feet; and (4) South 22 degrees 04 minutes 07 seconds East 83.63 feet to a point 35.00 feet south of said North line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence North 88 degrees 42 minutes 04 seconds West, parallel with said North line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, a distance of 434.37 feet to said East right-of-way line of Relocated State Route FF; thence North 16 degrees 03 minutes 57 seconds East with said East right-of-way line 36.19 feet to the true point of beginning. All that part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 28 North, Range 22 West, lying East of Missouri State Highway "FF", described as follows: Commencing at the Southeast corner of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence North 88 degrees 37 minutes 37 seconds West with the South line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 885.93 feet (886.04 feet deed); thence North 01 degree 24 minutes 09 seconds East 21.23 feet to the North right-of-way line of Farm Road 168 for a true POINT OF BEGINNING; thence North 82 degrees 36 minutes 22 seconds West with said North right-of-way line 335.32 feet to the Easterly right-of-way line of Missouri State Highway "FF"; thence Northerly with said Easterly right-of-way line the following 6 courses: (1) North 30 degrees 49 minutes 38 seconds West 59.46 feet; (2) North 12 degrees 36 minutes 18 seconds East 284.99 feet; (3) North 19 degrees 52 minutes 58 seconds East 397.51 feet; (4) North 10 degrees 20 minutes 47 seconds East 200.61 feet; (5) North 15 degrees 59 minutes 22 seconds East 298.18 feet; and (6) North 15 degrees 15 minutes 41 seconds East 52.96 feet; thence South 88 degrees 41 minutes 32 seconds East 479.96 feet; thence South 04 degrees 52 minutes 0 seconds West 477.42 feet (476.48 feet deed); thence North 88 degrees 38 minutes 54 seconds West 121.79 feet; thence North 88 degrees 31 minutes 23 seconds West 263.74 feet (264 feet deed); thence South 01 degree 27 minutes 09 seconds West 804.50 feet to the true point of beginning.

Together with rights in Right of Way Deeds filed for record May 4, 2005, in Book 2005 Pages 023045-05 and Book 2005 Pages 023046-05.

All subject to easements, restriction reservation and covenants of record and subject to existing roads and highways.

AND

All of the SW1/4 of the NW1/4 of Section 8, Township 28 North, Range 22 West, and all of the NW1/4 of the NW1/4 of Section 8, Township 28 North, Range 22 West, EXCEPT one (1) acre in the Southeast corner thereof and ALSO EXCEPT that part lying East of the Southerly right-of-way line of James River Expressway.

AND

Part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28) North, Range Twenty-two (22) West, in Greene County, Missouri, described as follows: Beginning at the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28) North, Range Twenty-two (22) West; thence North 88 degrees 05 minutes 16 seconds West along the South line of said Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), 207.00 feet; thence leaving said South line, North 02 degrees 22 minutes 09 seconds East, 210.00 feet; thence South 88 degrees 05 minutes 16 seconds East, 126.28 feet to the Westerly right-of-way line of Old State Route FF (abandoned); thence North 10 degrees 31 minutes 37 seconds East along the former Westerly right-of-way line of Old Route FF, 54.98 feet to the Southerly right-of-way line of Farm Road 166; thence South 29 degrees 39 minutes 44 seconds East along the Southerly right-of-way line of Farm Road 166, a distance of 0.31 feet to a point 60 feet right of Farm Road 166 Center Line Station 36+ 13.06; thence South 46 degrees 05 minutes 13 seconds East along said right-of-way line, 263.31 feet to a point 40 feet right of Farm Road 166 Center Line Station 38+56.39; thence South 53 degrees 54 minutes 27 seconds East along said right-of-way line, 23.67 feet to a point 126.4 feet right of relocated State Route FF Center Line Station 110+98.7; thence South 03 degrees 23 minutes 21 seconds East along the Westerly right-of-way line of relocated Route FF, 109.62 feet to a point 90 feet right of relocated Route FF Center Line Station 112+02.10; thence South 23 degrees 10 minutes 00 seconds West along said right-of-way line, 401.03 feet to a point 140 feet right of relocated Route FF Center Line Station 116+00; thence South 16 degrees 00 minutes 16 seconds West along said right-of-way line, 53.54 feet to the West line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Eight (8); thence North 02 degrees 22 minutes 09 seconds East along the West line of said Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), 460.24 feet to the point of beginning.

AND

All of that part of Old Route FF in the NW1/4 of the NW1/4 of Section 8, Township 28 North, Range 22 West as described in Greene County Recorder of Deeds Book 1120, Page 122 that lies southerly of Greene County Farm Road 166. Containing 0.30 acres, more or less.

AND

PUBLIC RIGHT-OF-WAY:

A PART OF THE EXISTING RIGHTS-OF-WAY OF GREENE COUNTY FARM ROAD 166 AND FARM ROAD 168, ALL IN THE WEST ONE-HALF OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22 WEST, AND IN THE EAST ONE-HALF OF SECTION 7, TOWNSHIP 28 NORTH, RANGE 22 WEST, IN GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

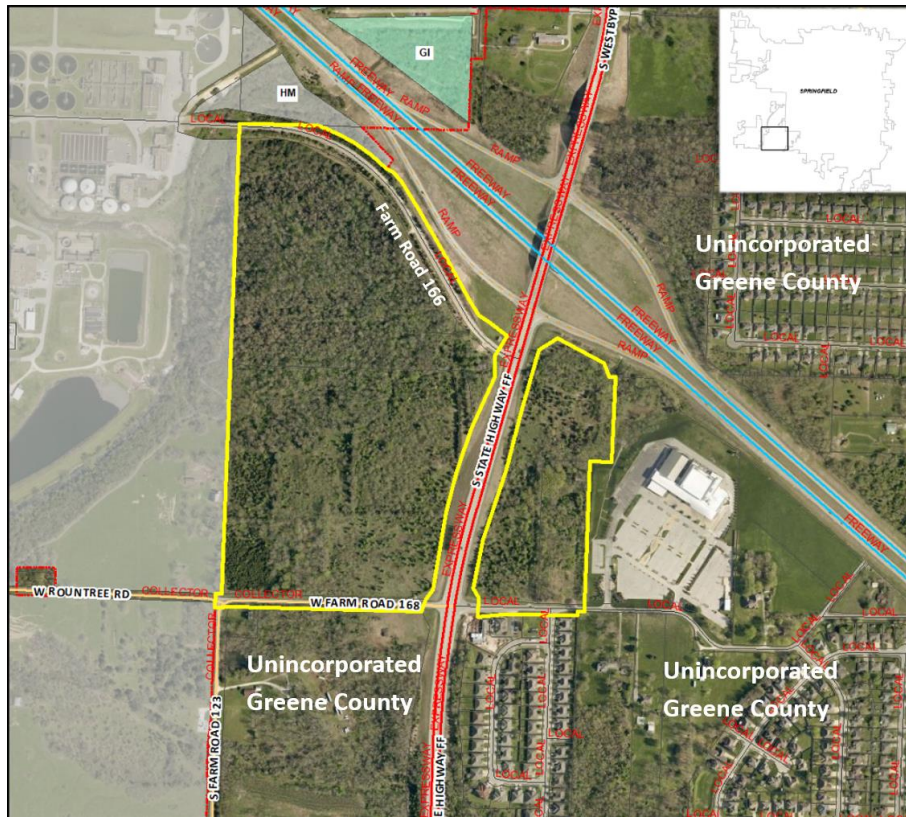
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION 8 TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FARM ROAD 166 AS SHOWN ON THE RIGHT-OF-WAY PLANS OF RELOCATED STATE ROUTE FF, MODOT PLAN NO. J8P0197B (FARM ROAD 166 BEING LABELED "REL. LOC. RD." ON SAID PLANS); THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT AS SHOWN ON SAID PLANS, TO A POINT 60 FEET LEFT OF REL. LOC. RD. CENTERLINE STATION 26+50; THENCE NORTHEAST TO A POINT 114.2 FEET LEFT OF CENTERLINE STATION 26+50; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF RELOCATED STATE ROUTE FF, AT A POINT 114.4 FEET RIGHT OF RELOCATED STATE ROUTE FF CENTERLINE STATION 109+96.6, AS SHOWN ON SAID PLANS; THENCE EAST TO THE EASTERLY RIGHT-OF-WAY LINE OF RE-LOCATED STATE ROUTE FF, AT A POINT 110 FEET LEFT OF CENTERLINE STATION 110+00; THENCE SOUTHERLY, ALONG SAID EAST RIGHT-OF-WAY LINE, TO A POINT 110 FEET LEFT OF CENTERLINE STATION 115+00, SAID POINT ALSO BEING 110 FEET LEFT OF CENTERLINE STATION 115+00 AS SHOWN ON RELOCATED STATE ROUTE FF, MODOT PLAN NO. J8S0380; THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, TO A POINT 139.69 FEET LEFT OF CENTERLINE STATION 123+35.51, BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF FARM ROAD 168; THENCE EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO A POINT 14.2 FEET SOUTH OF THE SOUTHWEST CORNER OF WILSON'S CREEK CAMPUS, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE SOUTH APPROXIMATELY 37.48 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FARM ROAD 168; THENCE WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, TO A POINT 21.21 FEET NORTH OF THE NORTHEAST CORNER OF LOT 1 OF EVERGREEN PARK, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE SOUTH, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO SAID NORTHEAST CORNER OF LOT 1; THENCE WESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AS DEFINED IN SAID EVERGREEN PARK, A DISTANCE OF 215.01 FEET TO THE NORTHEAST CORNER OF LOT 1 IN THE "ADMINISTRATIVE REPLAT OF LOTS 47, 48 AND 49 OF THE FINAL PLAT OF EVERGREEN PARK" A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE CONTINUING WESTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE AS DEFINED IN SAID REPLAT, TO THE EAST RIGHT-OF-WAY LINE OF SAID RELOCATED STATE ROUTE FF, AT A POINT 156.69 FEET LEFT OF CENTERLINE STATION 125+47.07; THENCE WEST TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID RE-LOCATED STATE ROUTE FF, BEING 153.19 FEET RIGHT OF CENTERLINE STATION 125+71.18,

SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 168; THENCE WEST, DIRECTLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, AS DEFINED IN THE ORIGINAL STATE ROUTE FF HIGHWAY PLANS, AND PROJECTED WESTERLY TO THE SECTION LINE BETWEEN SAID SECTIONS 7 AND 8; THENCE CONTINUING WEST ALONG SAID PROJECTED LINE TO AN ANGLE POINT SHOWN ON SAID PLANS 62 FEET RIGHT OF CENTERLINE STATION 134+89, BEING ON THE ORIGINAL STATE ROUTE FF WEST RIGHT-OF-WAY LINE, BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 168 AND THE WEST RIGHT-OF-WAY LINE OF FARM ROAD 123; THENCE NORTH, ALONG SAID WEST RIGHT-OF-WAY LINE OF ORIGINAL STATE ROUTE FF, APPROXIMATELY 60 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 168, AND BEING AT ANOTHER ANGLE POINT SHOWN ON SAID ORIGINAL STATE ROUTE FF WEST RIGHT-OF-WAY PLANS; THENCE EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO THE WEST LINE OF SAID SECTION 8, AT A POINT 35 FEET RIGHT OF ORIGINAL STATE ROUTE FF CENTERLINE STATION 134+53.5; THENCE CONTINUING EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO THE WESTERLY RIGHT-OF-WAY LINE OF RE-LOCATED STATE ROUTE FF, SAID POINT BEING 163.46 FEET RIGHT OF CENTERLINE STATION 125+03.79, MODOT PLAN NO. J8S0380; THENCE NORTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT 90 FEET RIGHT OF CENTERLINE STATION 112+02.1, SAID POINT ALSO BEING 90 FEET RIGHT OF CENTERLINE STATION 112.02 AS SHOWN ON RELOCATED STATE ROUTE FF, MODOT PLAN NO. J8P0197B; THENCE NORTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FARM ROAD 166, SAID POINT BEING 148.6 FEET RIGHT OF CENTERLINE STATION 110+90.6, SAID POINT ALSO BEING 40.00 FEET RIGHT OF "REL. LOC. RD." CENTERLINE STATION 38+56.39, AS SHOWN ON SAID RIGHT-OF-WAY PLANS OF RE-LOCATED STATE ROUTE FF; THENCE NORTHWESTERLY, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID SECTION 8; THENCE NORTH, ALONG SAID WEST LINE, TO THE POINT OF BEGINNING.

EXCEPT ALL THAT PART WHICH IS CURRENTLY PART OF RE-LOCATED STATE ROUTE FF RIGHT-OF-WAY.

CITY COUNCIL PUBLIC HEARING:

AUGUST 9, 2021

**CASE NUMBER:**

Annexation A-4-2021

LOCATION:

3482 & 3839 South State Highway FF and 4003 West Farm Road 168

ACRES:

Approximately 98 acres

EXISTING LAND USE:

Vacant/undeveloped land

APPLICANT:

Hoover Brothers Farms Inc., Rick Hoover Properties and Hometown Commons, LLC

STAFF:Daniel Neal, Senior Planner
864-1036**STAFF RECOMMENDATIONS:**

Approve

PROPOSED MOTION:

Move to approve the request to annex the subject property into the City of Springfield as submitted in the staff report

SUMMARY OF REQUEST:

Request to annex approximately 98 acres of private property and right-of-way into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because this annexation will enhance government efficiencies through a rational and simplified city boundary.
4. The City will receive property and sales tax revenue upon annexation of this property.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM & James River Freeway ROW	County R-1	County R-1	HM
LAND USE	Vacant/undeveloped City property and James River Freeway	Single-family residential and undeveloped land	Church	City's sanitary sewer treatment facility

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

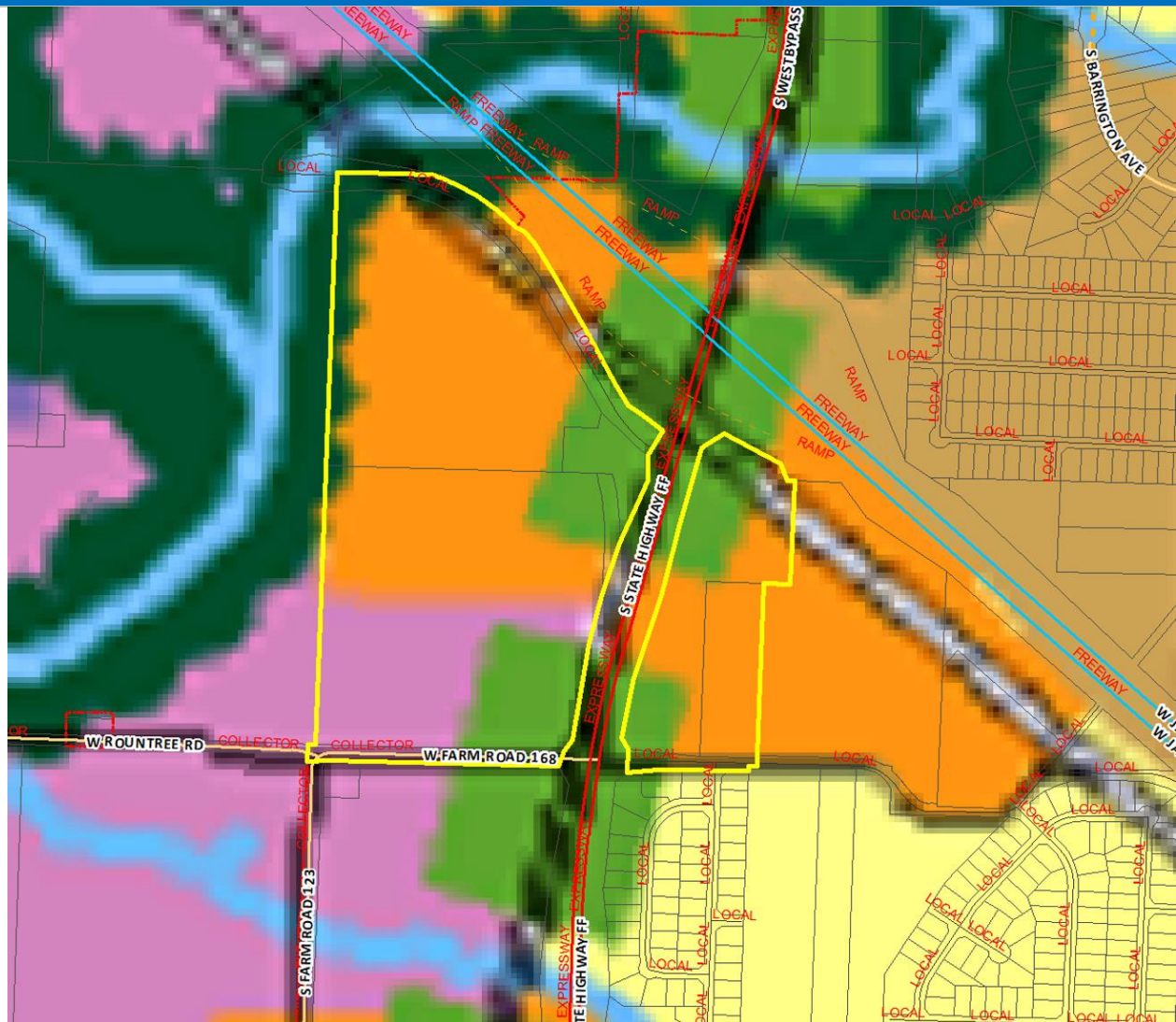


GOOGLE MAPS STREET VIEW:

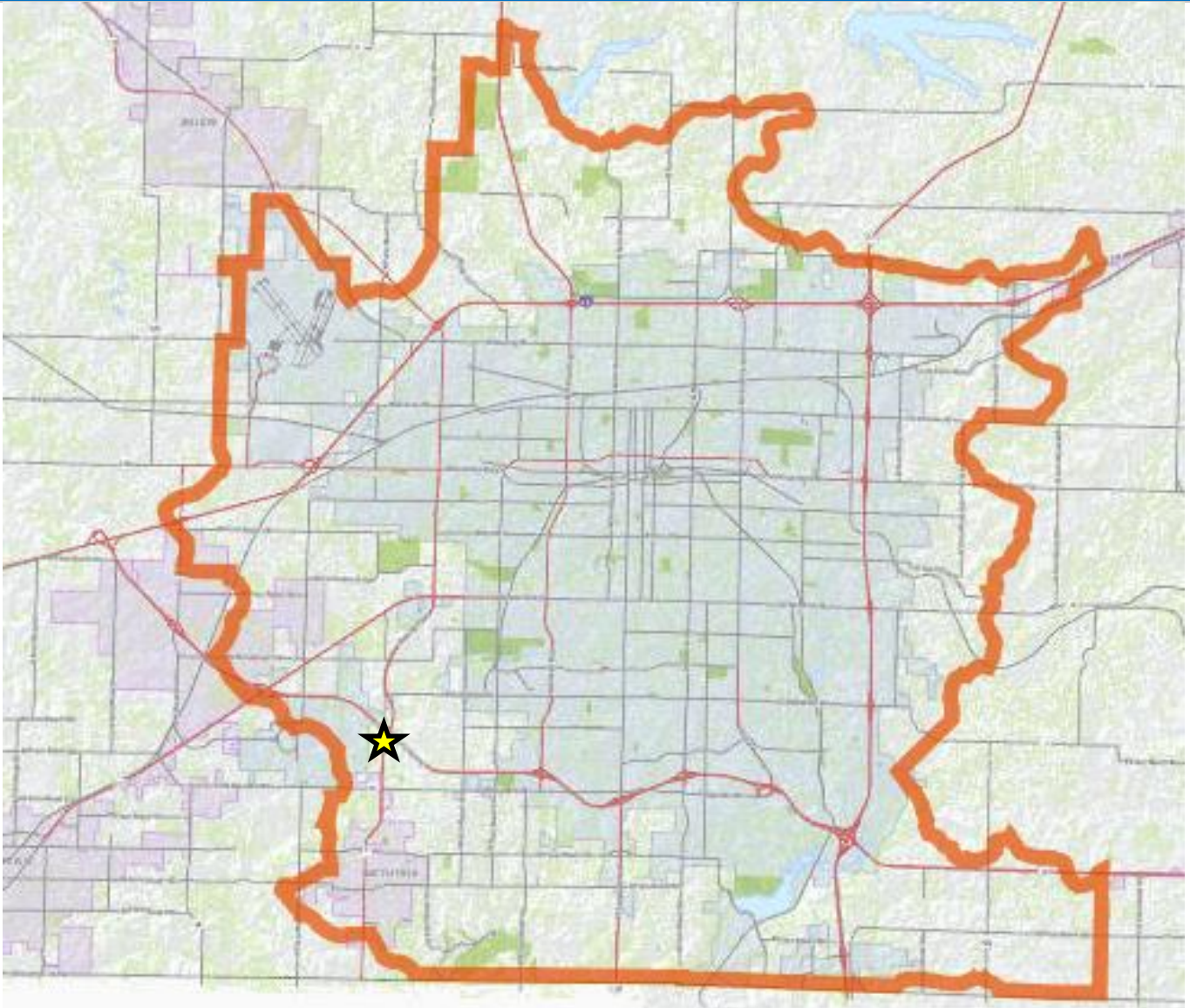


Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



URBAN SERVICE AREA:



Development Review Staff Report



PROPERTY HISTORY:

The subject properties are currently outside the city limits in unincorporated Greene County. The subject properties are currently vacant/undeveloped and zoned County R-1, Suburban Residence District and County C-2, General Commercial District. There is approximately 73 acres of private property to the west of State Highway FF zoned County R-1 and approximately 17 acres of private property to the east of State Highway FF zoned County C-2. There is an approximate total of 8 acres of Greene County right-of-way to be annexed.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict. The City of Springfield and City of Republic have an agreement that this area is within the City of Springfield's Urban Service Area for future annexation.

This area is located within the James River Freeway and Highway FF (Potential) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties meet this criteria.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium Intensity Retail, Office or Housing uses. The GR District is one of the recommended districts for this area. This district is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets.

The *Major Thoroughfare Plan* classifies James River Freeway as a freeway and State Highway FF as an expressway roadway. Farm Road 166 and Farm Road 168 to the east of State Highway FF are classified as local roadways. Farm Road 168 to the west of State Highway FF is classified as a collector roadway.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 98 acres of unincorporated property generally located at the southwest and southeast corners of James River Freeway and State Highway FF into the City of Springfield. A rezoning of approximately 73 acres of County R-1, Suburban Residence District and approximately 17 acres of County C-2, General Commercial District to R-SF, Single Family Residential District and GR, General Retail District, is being processed with this annexation and will have a public hearing at the City Council meeting on August 9th. The intent of the rezoning application is to facilitate the development of the subject 17 acres to the east of State Highway FF into a commercial development with the potential for a commercial subdivision. The applicant has no current development plans for the west 73 acres and is requesting for it to remain zoned for single-family residential.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation and translation zoning will allow the subject properties to be developed similarly to what is currently allowed in the County.
4. The proposed annexation contains a sinkhole and floodplain. The property to the west of Highway FF has a small corner of the property that is located in a FEMA designated floodplain. The property east of Highway FF is not located in a FEMA designated floodplain. There are also sinkholes at this location and additional city regulations will apply.

Development Review Staff Report



5. The proposed annexation contains approximately 8 acres of public right-of-way. This includes the adjacent Greene County Farm Roads 166 and 168.
6. Staff has coordinated with MODOT and Greene County and is in the process of receiving voluntary petitions for the proposed public right-of-way to be annexed. The Resolution declaring the intent to annex the subject properties which was approved by City Council on July 20, 2021 included approximately 9 acres of State Highway FF MoDOT right-of-way. The City of Battlefield has objected to the annexation of MoDOT right-of-way for the portion of South State Highway FF between the private properties to be annexed (Attachment 3). The City of Battlefield and the City of Springfield are currently engaged in negotiations redefining the boundaries between the two entities in this location. As a result of this objection, staff has removed the portion of South State Highway FF from the annexation.
7. Upon evaluation of known relevant factors, the Fire Department is supportive of this annexation. The private property is currently served by the Battlefield Fire Protection District.
8. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private properties and right-of-way involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 7 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with annexation generally, however CU Gas/Water is not currently available to the tracts West of State Highway FF. Offsite extensions would be needed and system tie-ins may be required as well, depending on the nature of future development plans. Contact Josh @ 417-831-8816 as needed.

CLEAN WATER SERVICES COMMENTS:

No issues with the annexation; however, we have the following comments:

1. Public sewer is not available for these tracts and will require public improvement plans to extend public sewer. The nearest public sewer is 1000' south of Rountree Rd. and drains to the Rountree Lift Station. If extending sewer this direction, the lift station will need to be analyzed to ensure there is adequate capacity for the proposed development. In order to evaluate the capacity of the lift station, please submit the proposed peak and average flow rates for the development. If the existing lift station does not have capacity, improvements would be required to handle the desired flow rates. Note also that if extend to sewer in this direction, the northwest portion of the property beyond the ridge would not be able to be served by gravity sewer. Regarding the eastern tract; Public sewer is not available for this tract either and will require public improvement plans to extend public sewer before the property could be subdivided or developed. According to city code section 120.72.a, public sewer must be adjacent to or on the property. The nearest public sewer is south of FR168 in Evergreen Park subdivision, however accessing it would require crossing a 36" sanitary sewer force main and may not be possible. This sewer may not be low enough to serve the entire property.
2. Public improvement plans will need to be designed and constructed according to city design standards. The public improvements have to be approved and constructed or escrowed before any building permits can be issued. Escrow of the public improvements will need to be evaluated and may not be allowed because of amount of offsite sewer required.
3. Offsite easements were recorded for a previous project and should be adequate for any new sewer extension.
4. A 10" DIP pipe was put in place during the construction of Hwy. FF and may be able to be used to extend sewer to the west. This pipe should be evaluated as part of the design process. If it would not pass inspection, a new pipe and casing would need to be bored under the highway.
5. If gravity sewer is not desired, a lift station may be possible but will require a lift station analysis in accordance with the city's lift station code section 98-285. 6. Be advised the subject site is downwind (prevailing) of potentially odor producing facilities – odors associated with neighboring wastewater treatment and yardwaste composting facilities will sometimes be noticeable.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

Additional sales and property tax will be collected if property is rezoned and developed as proposed.

Development Review Staff Report



FIRE DEPARTMENT COMMENTS:

Installation of fire hydrants & fire access lanes per 2018 IFC.

1. **Service** – The primary Fire Station responding to this area would be Station #6 located at 2620 W Battlefield, which is approximately 3 miles from the northside of the property. Fire Station #8 located at 1405 S. Scenic is the secondary station responding to this location, which is approximately 4 miles from the northside of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by 1.2 miles for the 1st due unit. ***This could have a significant impact on our ISO rating. The property does fall in an area covered by an Auto-aid agreement with Battlefield Fire Protection District.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 5 minutes, 20 seconds. The 2nd due company has an estimated total response time of 7 minutes, 12 seconds. It is likely the standard of coverage benchmark could be met for single company responses and possible the benchmark could be met for a full 1st alarm effective response force (ERF) which requires 3 Engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it will able to meet the initial unit benchmark and the ERF baseline. It is possible that the ERF benchmark can be reached. This will not impact our accreditation.***

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 6	5-6 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Effective Response Force	Stations 8, 6, 9, 1	11-12 minutes	10 minutes 20 seconds	13 minutes 18 seconds

4. **Water Supply** – Currently there is inadequate water supply to service the proposed area to be annexed. There are currently 2 fire hydrants located adjacent to the site specified. The closest is 80' away and the furthest is 200' away. Commercial development will likely require additional water supply. ***The Fire Department has concerns with the water supply available for this proposed annexation. Development will require the addition of water supply infrastructure adequate to meet fire flow requirements, and applicable provisions of the Fire Code.***
5. **Impact** - The Fire Department is unable to estimate the call activity after development occurs because the type of development is unknown but is expected to be low under its current zoning. ***The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.***

Fire Department Recommendation: ***Upon evaluation of known relevant factors, the Fire Department is supportive of this annexation.***

MODOT COMMENTS:

No comments.

POLICE DEPARTMENT COMMENTS:

No issues.

Development Review Staff Report



PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no objection to the annexation of this property.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Farm Road 168 as a Collector roadway on the west side of S. State Highway FF and as a Local-Commercial roadway on the east side of S. State Highway FF. S. State Highway FF is classified as an Expressway roadway. Both a Collector and a Local-Commercial roadway require 30-feet of right of way from the centerline and an Expressway roadway requires 65-ft from the centerline. It appears no additional right-of-way is needed along W. Farm Road 168 or W. Farm Road 168 which will be annexed into the city and will be a city-maintained roadway. S. State Highway FF is a state-maintained roadway.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for W. Farm Road 168 or on S. State Highway FF. On-street parking is not allowed along W. Farm Road 168 or on S. State Highway FF.

DRIVEWAY ACCESS

There is currently one driveway access point onto each property from W. Farm Road 168. There is currently no access allowed from S. State Highway FF onto either property. Access to this property will be allowed based on existing City of Springfield standards for the classified roadway. No access is allowed from S. State Highway FF.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Farm Road 168 nor S. State Highway FF. Sidewalk is required to be constructed at the time of development or a fee in lieu of applied for and approved through the ARC.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Wilson's Creek Greenway Trail is in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Farm Road 168 nor S. State Highway FF. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

Since this is vacant land, a Traffic Impact Study will be required at the time of development based on the actual use of the property. Any improvements required based on the Traffic Impact Study will be required to be constructed or escrowed prior to issuance of a building permit. Future maintenance cost of the existing streets as is is estimated at \$7,000 annually. If the road is improved with curb and gutter in the future, annual maintenance costs are estimated at \$27,200.

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	W Farm Road 168	Collector/Local-Commercial	No	35	30
Street 2	S. State Highway FF	Expressway	No	105	65
Street 3	W. Farm Road 166	Local Commercial	No	30+	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated R-SF		0	0	0	
*Proposed Trips Generated R-SF		292	365	3504	
Additional Trips Generated R-SF		292	365	3504	

Development Review Staff Report



	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated GR	0	0	0	
*Proposed Trips Generated GR	272	1,139	12,240	
Additional Trips Generated GR	272	1,139	12,240	

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

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the **South Creek** drainage basin. The property to the west of Highway FF has a small corner of the property that **is** located in a FEMA designated floodplain. The property east of Highway FF is not located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. There is a sinkhole at this location and additional city regulations will apply. A fee in lieu of on-site stormwater detention **will be allowed because the amount of impervious area added is small**. The property **is not 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.

Development Review Staff Report



ANNEXATION SCHEDULE:

ATTACHMENT 2 ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	July 26, 2021
City Council public hearing	August 9, 2021
City Council second reading and vote	August 23, 2021

City of Battlefield

5434 South Tower Drive
Battlefield, MO 65619
Phone: (417) 883-5840
Fax: ((417) 883-8189
www.battlefieldmo.gov



July 19, 2021

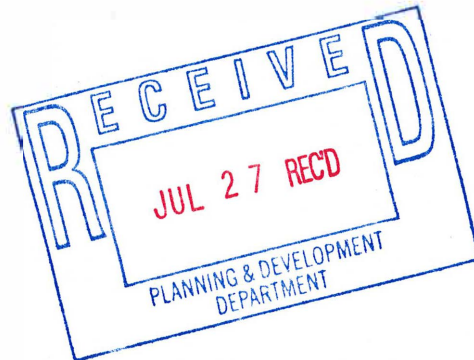
Daniel Neal

Senior City Planner

City of Springfield

840 N. Boonville Ave

Springfield, Mo 65802



Re: Voluntary Annexation Petition Response (7018 2290 0001 1766 6420)

Dear Mr. Neal

Per your letter dated July 7, 2021, the City of Battlefield has reviewed the voluntary annexation petition to annex approximately 1,700 liner feet or 9 acres of MoDOT rights-of-way located along the 3400 through 3800 blocks of South State Hwy FF (West Bypass) immediately south of James River Freeway.

The City of Battlefield DOES object regarding the proposed annexation of the MoDOT rights-of-way in this location. The City of Battlefield and the City of Springfield are currently engaged in negotiations redefining boundaries between the two entities in this location.

If you have any questions regarding this response, please feel free to contact me at the number listed above.

Respectfully,

Tommy VanHorn
City Administrator

CC: Paul Link, City Attorney
Annexation File-ROW (MODOT)

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 08-03-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-200

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 73 acres of
3 property generally located at 3482 and 3839 South State Highway FF from
4 County R1, Suburban Residence District, to City R-SF, Single Family
5 Residential District; rezoning approximately 17 acres of property generally
6 located at 4003 West Farm Road 168 from County C-2, General
7 Commercial District, to City GR, General Retail District; and adopting an
8 updated Official Zoning Map. (Staff and Planning and Zoning Commission
9 both recommend approval.)
10 _____
11

12 WHEREAS, an application has been filed for a zoning change of the property
13 generally located at 3482 and 3839 South State Highway FF, and more fully described
14 in "Exhibit A," from County R-1, Suburban Residence District, to City R-SF, Single
15 Family Residential District; and of the property generally located at 4003 West Farm
16 Road 168, and more fully described in "Exhibit A," from County C-2, General
17 Commercial District, to City GR, General Retail District; and
18

19 WHEREAS, following proper notice, a public hearing was held before the
20 Planning and Zoning Commission on July 15, 2021, a copy of the Record of
21 Proceedings from said public hearing being attached hereto and incorporated herein by
22 this reference as "Exhibit B," and said Commission made its recommendation; and
23

24 WHEREAS, the City has reviewed the applicant's request and prepared a staff
25 report concerning the application which is attached hereto and incorporated herein by
26 this reference as "Exhibit C;" and
27

28 WHEREAS, proper notice was given of a public hearing before City Council and
29 said hearing was held in accordance with law.
30

31 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
32 SPRINGFIELD, MISSOURI, as follows, that:
33

34 Section 1 – The property described in "Exhibit A," which is attached hereto and
35 incorporated herein by this reference, and which is generally located at 3482 and 3839
36 South State Highway FF, is hereby rezoned from County R-1, Suburban Residence
37 District, to City R-SF, Single Family Residential District. The property described in
38 "Exhibit A," which is attached hereto and incorporated herein by this reference, and
39 which is generally located at 4003 West Farm Road 168, is hereby rezoned from
40 County C-2, General Commercial District, to City GR, General Retail District.
41 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
42 interpretation,' is hereby amended, changed, and modified consistent with this
43 Ordinance.

44
45 Section 2 – City Council hereby directs the City Manager, or designee, to update
46 the City's digital zoning map to reflect this rezoning and City Council adopts the map
47 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
48 the Springfield Land Development Code, section 36-306, 'Official zoning maps and
49 rules of interpretation.'

50
51 Section 3 – The Official Zoning Map herein adopted shall be maintained and
52 archived in the same digital form in which this Council has approved its adoption.

53
54 Section 4 – This Ordinance shall be in full force and effect from and after
55 passage.

56
57 Passed at meeting: _____

58
59 _____
60 Mayor

61
62 Attest: _____, City Clerk

63
64 Filed as Ordinance: _____

65
66
67 Approved as to form: Jill Burris, Assistant City Attorney

68
69
70 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021 -200

FILED: 08-03-21

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 73 acres of property generally located at 3482 and 3839 South State Highway FF from County R-1, Suburban Residence District, to City R-SF, Single Family Residential District; and approximately 17 acres of property generally located at 4003 West Farm Road 168 from County C-2, General Commercial District, to City GR, General Retail District (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-17-2021

The applicant is proposing to rezone approximately 73 acres of property generally located at 3482 and 3839 South State Highway FF from County R-1, Suburban Residence District, to City R-SF, Single Family Residential District; and approximately 17 acres of property generally located at 4003 West Farm Road 168 from County C-2, General Commercial District to City GR, General Retail District. An annexation of approximately 107 acres of private property and right-of-way is being processed with this rezoning and will have a public hearing at the City Council meeting on August 9th. The intent of the rezoning application is to facilitate the development of the subject 17 acres to the east of State Highway FF into a commercial development with the potential for a commercial subdivision. The applicant has no current development plans for the west 73 acres and is requesting for it to remain zoned for single-family residential.

REMARKS:

The Planning and Zoning Commission held a public hearing on July 15, 2021, and recommended to approve, by a vote of 6 to 0.

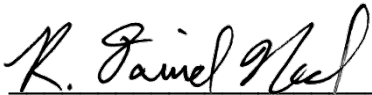
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies a majority of the subject property as appropriate for Medium-Intensity Retail, Office or Housing and the portion to the northwest of State Highway FF and Farm Road 168 for Business Park. The GR district is one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office, or Housing land use category.

2. This area is located within the James River Freeway and Highway FF (Potential) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties meet these criteria.
3. The proposed rezoning will allow the subject properties to be translated into comparable City zoning districts.

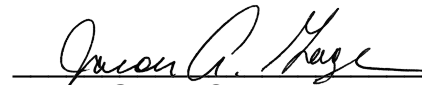
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Brendan Griesemer, AICP
Acting Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

Exhibit A

LEGAL DESCRIPTION ZONING CASE Z-17-2021

Rezoning to GR:

Beginning at a point on the South line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28), Range Twenty-two (22), which is 448.3 feet eastwardly from the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28), Range Twenty-two (22); thence South $89^{\circ}35'$ East along said South line, 264.0 feet; thence North $0^{\circ}25'$ East, 825.0 feet; thence North $89^{\circ}35'$ West 264.0 feet; thence South $0^{\circ}25'$ West, 825.0 feet to the point of beginning except any part thereof taken, deeded or used for road or highway purposes, all in Greene County, Missouri.

AND

That part of the NW $\frac{1}{4}$ of Section 8, Township 28 North, Range 22 West, described as follows: Commencing at the Northwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8, thence South 88 degrees 42 minutes 04 seconds East with the North line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 370.65 feet to the East right-of-way line of Relocated State Route FF for a true POINT OF BEGINNING; thence Northerly & Easterly with said right-of-way line and with the Southerly right of way of U.S. Highway 60 the following 4 courses: (1) North 16 degrees 03 minutes 57 seconds East 112.77 feet; (2) North 56 degrees 12 minutes 14 seconds East 121.62 feet; (3) South 61 degrees 12 minutes 52 seconds East 297.28 feet; and (4) South 22 degrees 04 minutes 07 seconds East 83.63 feet to a point 35.00 feet south of said North line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence North 88 degrees 42 minutes 04 seconds West, parallel with said North line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, a distance of 434.37 feet to said East right-of-way line of Relocated State Route FF; thence North 16 degrees 03 minutes 57 seconds East with said East right-of-way line 36.19 feet to the true point of beginning. All that part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 28 North, Range 22 West, lying East of Missouri State Highway "FF", described as follows: Commencing at the Southeast corner of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence North 88 degrees 37 minutes 37 seconds West with the South line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 885.93 feet (886.04 feet deed); thence North 01 degree 24 minutes 09 seconds East 21.23 feet to the North right-of-way line of Farm Road 168 for a true POINT OF BEGINNING; thence North 82 degrees 36 minutes 22 seconds West with said North right-of-way line 335.32 feet to the Easterly right-of-way line of Missouri State Highway "FF"; thence Northerly with said Easterly right-of-way line the following 6 courses: (1) North 30 degrees 49 minutes 38 seconds West 59.46 feet; (2) North 12 degrees 36 minutes 18 seconds East 284.99 feet; (3) North 19 degrees 52 minutes 58 seconds East 397.51 feet; (4) North 10 degrees 20 minutes 47 seconds East 200.61 feet; (5) North 15 degrees 59 minutes 22 seconds East 298.18 feet; and (6) North 15 degrees 15 minutes 41 seconds East 52.96 feet; thence South 88 degrees 41 minutes 32 seconds East 479.96 feet; thence South 04 degrees 52 minutes 0 seconds West 477.42 feet (476.48 feet deed); thence North 88 degrees 38 minutes 54 seconds West

121.79 feet; thence North 88 degrees 31 minutes 23 seconds West 263.74 feet (264 feet deed); thence South 01 degree 27 minutes 09 seconds West 804.50 feet to the true point of beginning.

Together with rights in Right of Way Deeds filed for record May 4, 2005, in Book 2005 Pages 023045-05 and Book 2005 Pages 023046-05.

All subject to easements, restriction reservation and covenants of record and subject to existing roads and highways.

Rezoning to R-SF:

All of the SW1/4 of the NW1/4 of Section 8, Township 28 North, Range 22 West, and all of the NW1/4 of the NW1/4 of Section 8, Township 28 North, Range 22 West, EXCEPT one (1) acre in the Southeast corner thereof and ALSO EXCEPT that part lying East of the Southerly right-of-way line of James River Expressway.

AND

Part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28) North, Range Twenty-two (22) West, in Greene County, Missouri, described as follows: Beginning at the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-eight (28) North, Range Twenty-two (22) West; thence North 88 degrees 05 minutes 16 seconds West along the South line of said Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), 207.00 feet; thence leaving said South line, North 02 degrees 22 minutes 09 seconds East, 210.00 feet; thence South 88 degrees 05 minutes 16 seconds East, 126.28 feet to the Westerly right-of-way line of Old State Route FF (abandoned); thence North 10 degrees 31 minutes 37 seconds East along the former Westerly right-of-way line of Old Route FF, 54.98 feet to the Southerly right-of-way line of Farm Road 166; thence South 29 degrees 39 minutes 44 seconds East along the Southerly right-of-way line of Farm Road 166, a distance of 0.31 feet to a point 60 feet right of Farm Road 166 Center Line Station 36+ 13.06; thence South 46 degrees 05 minutes 13 seconds East along said right-of-way line, 263.31 feet to a point 40 feet right of Farm Road 166 Center Line Station 38+56.39; thence South 53 degrees 54 minutes 27 seconds East along said right-of-way line, 23.67 feet to a point 126.4 feet right of relocated State Route FF Center Line Station 110+98.7; thence South 03 degrees 23 minutes 21 seconds East along the Westerly right-of-way line of relocated Route FF, 109.62 feet to a point 90 feet right of relocated Route FF Center Line Station 112+02.10; thence South 23 degrees 10 minutes 00 seconds West along said right-of-way line, 401.03 feet to a point 140 feet right of relocated Route FF Center Line Station 116+00; thence South 16 degrees 00 minutes 16 seconds West along said right-of-way line, 53.54 feet to the West line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Eight (8); thence North 02 degrees 22 minutes 09 seconds East along the West line of said Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), 460.24 feet to the point of beginning.

AND

All of that part of Old Route FF in the NW1/4 of the NW1/4 of Section 8, Township 28 North, Range 22 West as described in Greene County Recorder of Deeds Book 1120, Page 122 that lies southerly of Greene County Farm Road 166. Containing 0.30 acres, more or less.

Exhibit B

RECORD OF PROCEEDINGS ZONING CASE Z-17-2021 Planning and Zoning Commission – July 15, 2021

Z-17-2021

3482 & 3839 South State Highway FF and 4003 West Farm Road 168

Applicant: Hoover Brothers Farms Inc., Rick Hoover Properties, LLC, and Hometown Commons, LLC

Mr. King Coltrin recused himself.

Mr. Hosmer states that this is a request to rezone approximately 73 acres of property zoned County R-1, Suburban Residence District and approximately 17 acres of County C-2, General Commercial District to R-SF, Single Family Residential District and GR, General Retail District located at 3482 and 3839 State Highway FF and 4003 West Farm Road 168. The Comprehensive Plan identifies a majority of the property as appropriate for Medium-Intensity Retail, Office or Housing and the portion to the northwest of State Highway FF and Farm Road 168 for Business Park. The Transportation Plan classifies State Highway FF as an expressway, Farm Road 166, and Farm Road 168 east of State Highway FF as local and Farm Road 168 on westside as a collector roadway. A Traffic Impact Study is not required. The northwest corner of the property is located in a FEMA designated floodplain. There are several sinkholes on the property. The property is not located in a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed. The property is currently being considered for annexation into the city limits in August. Staff recommends approval.

Mr. Knuckles asked about the annexation of moving county zoning to city zoning and if the rezoning reflects the annexation.

Mr. Hosmer noted that it does reflect the rezoning and annexation goes directly to Council.

Mr. Colony asked about the “thumb” presented on the map and if the Greenway Trail will be affected.

Mr. Hosmer believes it may be an old ROW reverting back to the owners and the Greenway Trail will not be affected.

Mr. Doennig opened the public hearing.

Mr. Dane Seiler, 5051 S. National and representing the applicant and rezoning from county zoning to City's standards. There were no participates in the neighborhood meeting.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Z-17-2021 (3482 & 3839 South State Highway FF and 4003 West Farm Road 168). Mr. Knuckles seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Jobe and Broekhoven. Mr. King Coltrin recused himself.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', enclosed within a thin black rectangular border.

Bob Hosmer, AICP
Planning Manager

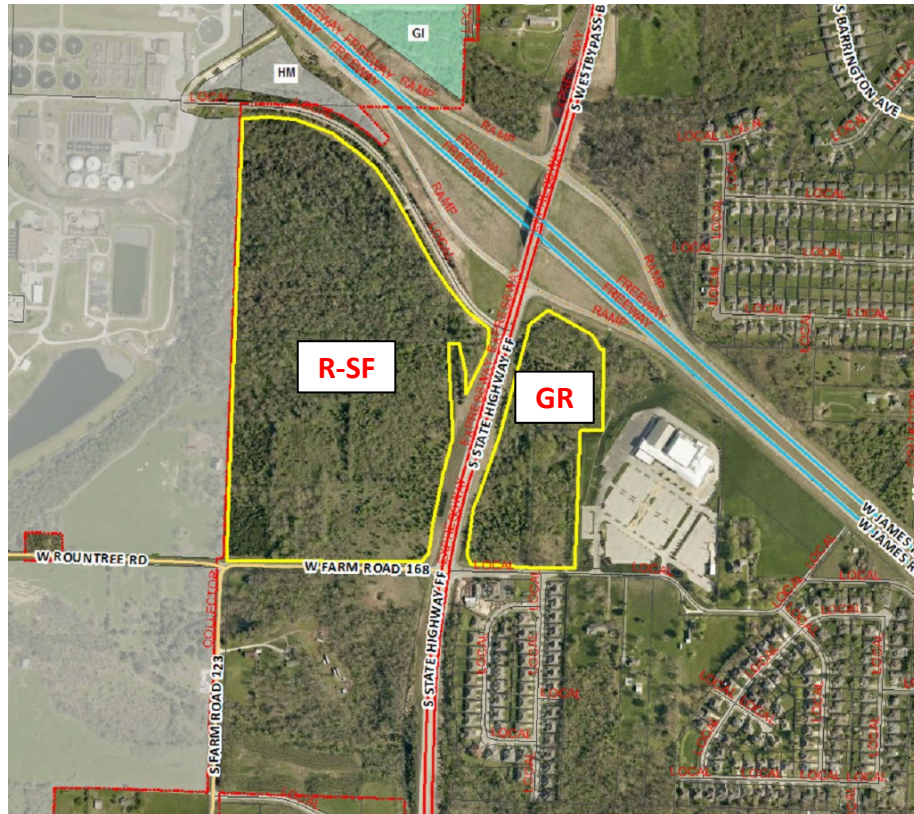
Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

JULY 15, 2021

CITY COUNCIL PUBLIC HEARING:

AUGUST 9, 2021

**CASE NUMBER:**

Z-17-2021

LOCATION:3482 & 3839 South State Highway FF and
4003 West Farm Road 168**ACRES:**

Approximately 90 acres

EXISTING LAND USE:

Vacant/undeveloped land

APPLICANT:Hoover Brothers Farms Inc., Rick Hoover
Properties and Hometown Commons, LLC**STAFF:**

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve

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

Request to rezone approximately 73 acres of County R-1, Suburban Residence District and approximately 17 acres of County C-2, General Commercial District to R-SF, Single Family Residential District and GR, General Retail District

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies a majority of the subject property as appropriate for Medium-Intensity Retail, Office or Housing and the portion to the northwest of State Highway FF and Farm Road 168 for Business Park. The GR district is one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office or Housing land use category.
2. This area is located within the James River Freeway and Highway FF (Potential) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties meet this criteria.
3. The proposed rezoning will allow the subject properties to be translated into comparable City zoning districts.

Development Review Staff Report

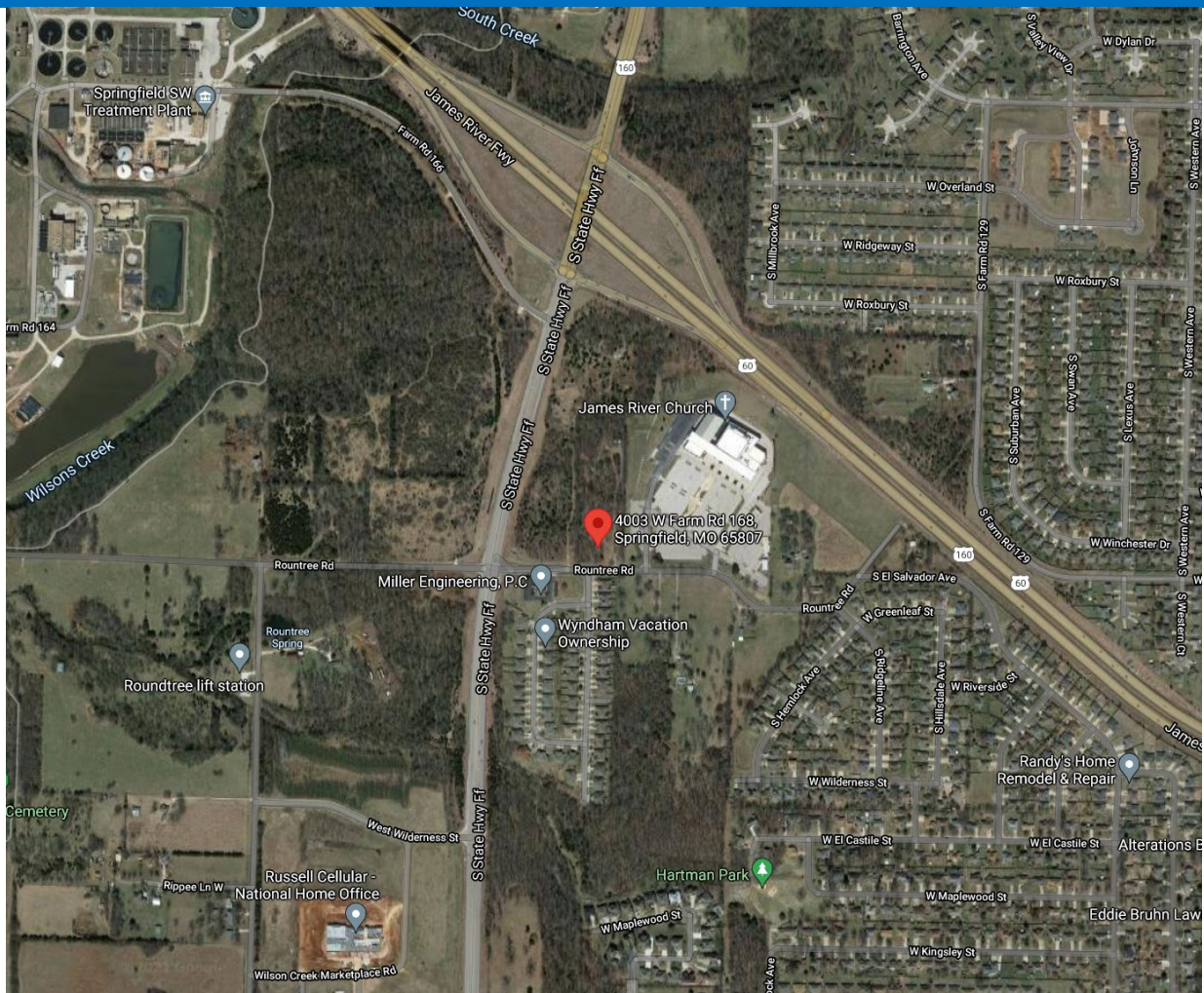


SURROUNDING ZONING AND LAND USES:

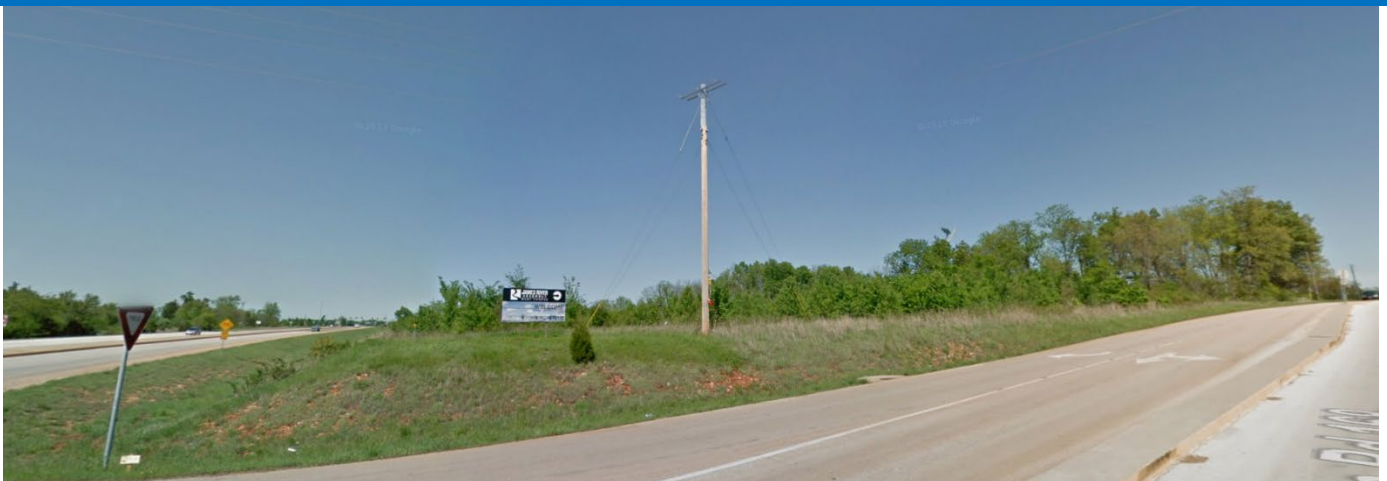
	NORTH	SOUTH	EAST	WEST
ZONING	HM	County R-1	County R-1	HM
LAND USE	Vacant/undeveloped City property	Single-family residential and undeveloped land	Church	City sanitary sewer treatment facility

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

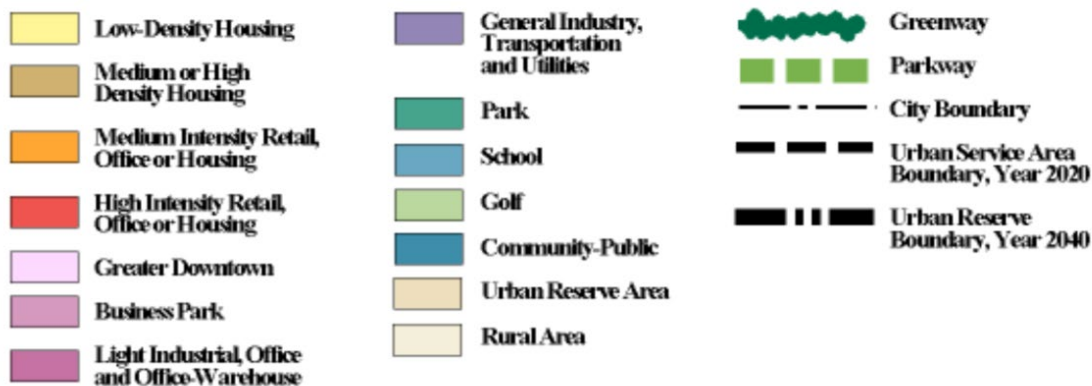
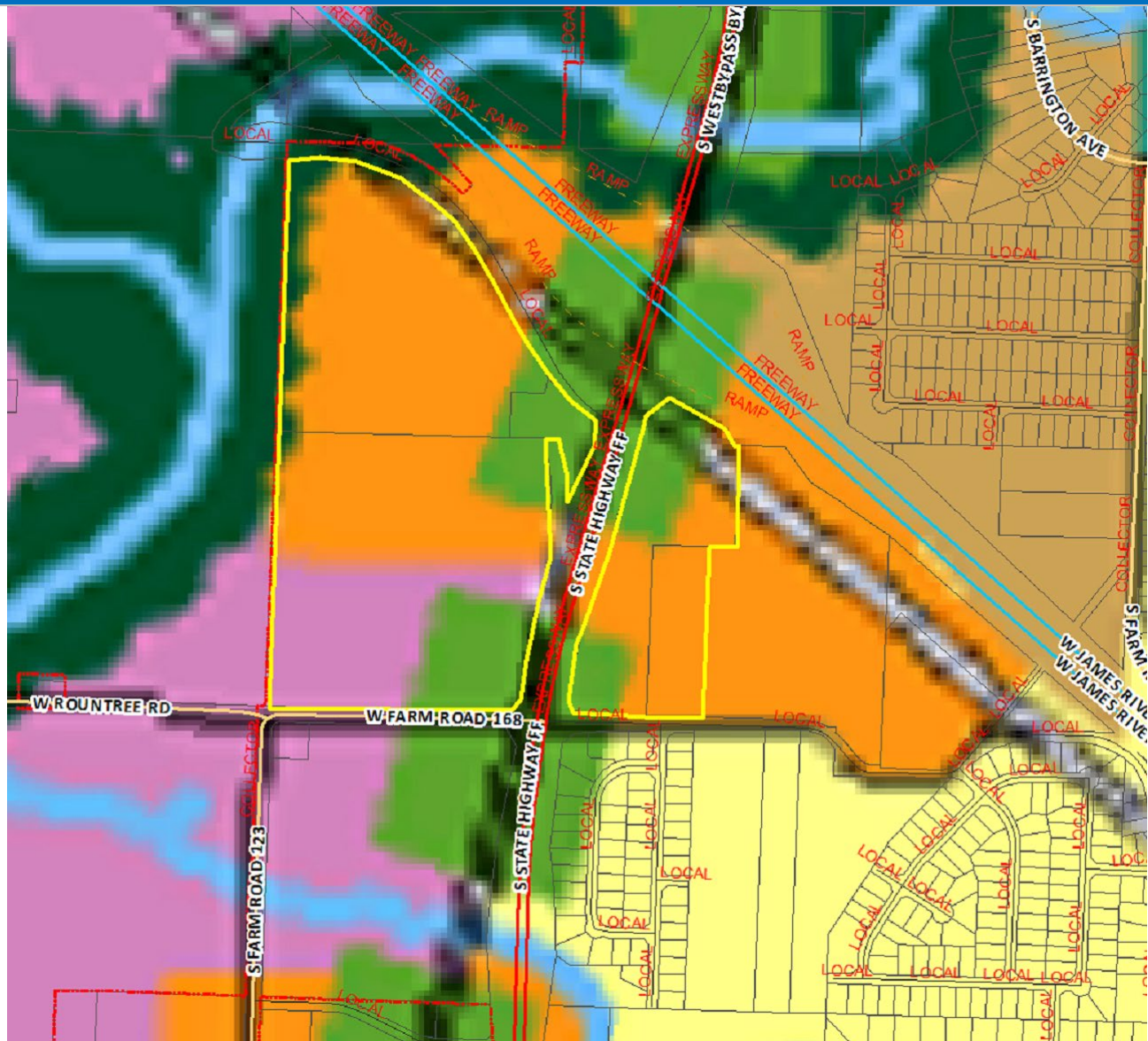


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report

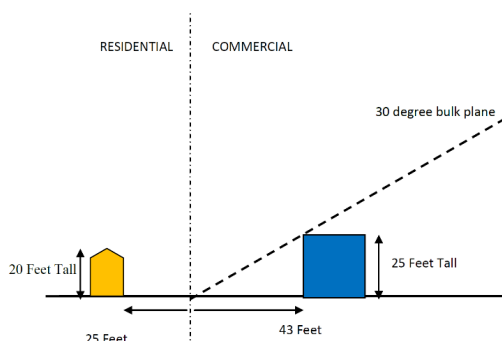
PROPERTY HISTORY:

The subject properties are currently vacant/undeveloped and zoned County R-1, Suburban Residence District and County C-2, General Commercial District. There is approximately 73 acres to the west of State Highway FF zoned County R-1 and approximately 17 acres to the east of State Highway FF zoned County C-2.

COMPATIBILITY WITH THE ZONING ORDINANCE:

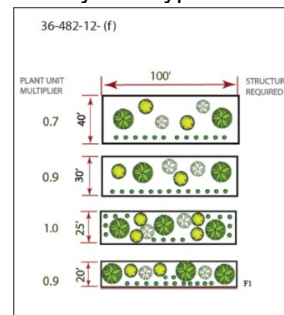
CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
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 along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	As required by Section 36-453, supplemental open space and yard regulations, Section 36-480, screening and fencing, and Section 36-482, landscaping and bufferyards.
Open Space Requirement	Not less than 20 percent
Design Requirements	Standard per code

BULK PLANE



LANDSCAPING

Bufferyard "Type F"



Development Review Staff Report



COMPATIBILITY WITH COMPREHENSIVE PLAN:

This area is located within the James River Freeway and Highway FF (Potential) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties meet this criteria.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium Intensity Retail, Office or Housing uses. The GR District is one of the recommended districts for this area. This district is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets.

The *Major Thoroughfare Plan* classifies James River Freeway as a freeway and State Highway FF as an expressway roadway. Farm Road 166 and Farm Road 168 to the east of State Highway FF are classified as local roadways. Farm Road 168 to the west of State Highway FF is classified as a collector roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 73 acres of County R-1, Suburban Residence District and approximately 17 acres of County C-2, General Commercial District to R-SF, Single Family Residential District and GR, General Retail District. An annexation of approximately 107 acres of private property and right-of-way is being processed with this rezoning and will have a public hearing at the City Council meeting on August 9th. The intent of the rezoning application is to facilitate the development of the subject 17 acres to the east of State Highway FF into a commercial development with the potential for a commercial subdivision. The applicant has no current development plans for the west 73 acres and is requesting for it to remain zoned for single-family residential.
2. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies majority of the subject property as appropriate for Medium-Intensity Retail, Office or Housing. The GR district is one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office or Housing land use category.
3. The GR district is consistent with the *Plan* which encourages higher intensity development at or near Activity Centers. The subject property is within the James River Freeway and State Highway FF Activity Center.
4. The GR district is consistent with the other properties located along the State Highway FF corridor in the City. The properties to the north of the subject property at and near the intersection of Battlefield Road and State Highway FF have GR and HC rezonings that have taken place in the last few years.
5. The GR District is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets such as James River Freeway and State Highway FF.
6. In the GR District, all outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses.
7. A Traffic Impact Study was not required at this time because this is a translation zoning which will not increase the intensity of development from what the County zoning previously allowed.
8. Public sewer is not available for the properties to the west of State Highway FF and will require public improvement plans to extend public sewer. The nearest public sewer is 1000 feet south of Farm Road 168/Rountree Rd. and

Development Review Staff Report



drains to the Rountree Lift Station. If extending sewer this direction, the lift station will need to be analyzed to ensure there is adequate capacity for the proposed development. If the existing lift station does not have capacity, improvements would be required to handle the desired flow rates. Note also that if sewer is extended in this direction, the northwest portion of the property beyond the ridge would not be able to be served by gravity sewer.

9. Public sewer is not available to the properties to the east of State Highway FF either and will require public improvement plans to extend public sewer before the property could be subdivided or developed. According to city code section 120.72.a, public sewer must be adjacent to or on the property. The nearest public sewer is south of Farm Road 168 in Evergreen Park subdivision, however accessing it would require crossing a 36" sanitary sewer force main and may not be possible. This sewer may not be low enough to serve the entire property. A 10" DIP pipe was put in place during the construction of State Highway FF and may be able to be used to extend sewer to the west. This pipe should be evaluated as part of the design process. If it would not pass inspection, a new pipe and casing would need to be bored under the highway
10. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on June 24, 2021, regarding the rezoning request. A summary of the meeting is attached (Attachment 2)

PUBLIC NOTIFICATION:

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: 7 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

BDS does not have an issue with the proposed rezoning.

CITY UTILITIES:

No issues with proposed rezoning. Offsite main extensions and possibly tie-ins will be needed to provide services to R-SF section. Contact Josh @ 417-831-8888 as needed.

CLEAN WATER SERVICES COMMENTS:

No issues with the rezoning however we have the following comments:

1. Public sewer is not available for these tracts and will require public improvement plans to extend public sewer. The nearest public sewer is 1000' south of Rountree Rd. and drains to the Rountree Lift Station. If extending sewer this direction, the lift station will need to be analyzed to ensure there is adequate capacity for the proposed development. In order to evaluate the capacity of the lift station, please submit the proposed peak and average flow rates for the development. If the existing lift station does not have capacity, improvements would be required to handle the desired flow rates. Note also that if extend to sewer in this direction, the northwest portion of the property beyond the ridge would not be able to be served by gravity sewer. Regarding the eastern tract; Public sewer is not available for this tract either and will require public improvement plans to extend public sewer before the property could be subdivided or developed. According to city code section 120.72.a, public sewer must be adjacent to or on the property. The nearest public sewer is south of FR168 in Evergreen Park subdivision, however accessing it would require crossing a 36" sanitary sewer force main and may not be possible. This sewer may not be low enough to serve the entire property.
2. Public improvement plans will need to be designed and constructed according to city design standards. The public improvements have to be approved and constructed or escrowed before any building permits can be issued. Escrow of the public improvements will need to be evaluated and may not be allowed because of amount of offsite sewer required.
3. Offsite easements were recorded for a previous project and should be adequate for any new sewer extension.
4. A 10" DIP pipe was put in place during the construction of Hwy. FF and may be able to be used to extend sewer to the west. This pipe should be evaluated as part of the design process. If it would not pass inspection, a new pipe and casing would need to be bored under the highway.
5. If gravity sewer is not desired, a lift station may be possible but will require a lift station analysis in accordance with the city's lift station code section 98-285. 6. Be advised the subject site is downwind (prevailing) of potentially odor producing facilities – odors associated with neighboring wastewater treatment and yardwaste composting facilities will sometimes be noticeable.

FIRE DEPARTMENT COMMENTS:

Installation of fire hydrants & fire access lanes per 2018 IFC.

MODOT COMMENTS:

No issues with the rezoning.

Development Review Staff Report



PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Farm Road 168 as a Collector roadway on the west side of S. State Highway FF and as a Local-Commercial roadway on the east side of S. State Highway FF. S. State Highway FF is classified as an Expressway roadway. Both a Collector and a Local-Commercial roadway require 30-feet of right of way from the centerline and an Expressway roadway requires 65-ft from the centerline. It appears no additional right-of-way is needed along W. Farm Road 168 or S. State Highway FF. W. Farm Road 168 will be annexed into the city and will be a city-maintained roadway. S. State Highway FF is a state-maintained roadway.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for W. Farm Road 168 or on S. State Highway FF. On-street parking is not allowed along W. Farm Road 168 or on S. State Highway FF.

DRIVEWAY ACCESS

There is currently one driveway access point onto each property property from W. Farm Road 168. There is currently no access allowed from S. State Highway FF onto either property. Access to this property will be allowed based on existing City of Springfield standards for the classified roadway. No access is allowed from S. State Highway FF.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Farm Road 168 nor S. State Highway FF. Sidewalk is required to be constructed at the time of development or a fee in lieu of applied for and approved through the ARC.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Wilson's Creek Greenway Trail is in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Farm Road 168 nor S. State Highway FF. 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 at this time because this is a translation zoning which will not increase the intensity of development from what the County zoning previously allowed. Since this is vacant land, a Traffic Impact Study will be required at the time of development based on the actual use of the property. Any improvements required based on the Traffic Impact Study will be required to be constructed or escrowed prior to issuance of a building permit.

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	W Farm Road 168	Collector/Local-Commercial	No	35	30
Street 2	S. State Highway FF	Expressway	No	105	65
Street 3	W. Farm Road 166	Local Commercial	No	30+	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated R-SF		0	0	0	
*Proposed Trips Generated R-SF		292	365	3504	
Additional Trips Generated R-SF		292	365	3504	
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated GR		0	0	0	
*Proposed Trips Generated GR		272	1,139	12,240	
Additional Trips Generated GR		272	1,139	12,240	

Development Review Staff Report



STORMWATER COMMENTS:

The property is in the **South Creek** drainage basin. The property to the west of Highway FF has a small corner of the property that **is** located in a FEMA designated floodplain. The property east of Highway FF is not located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. There is a sinkhole at this location and additional city regulations will apply. A fee in lieu of on-site stormwater detention **will be allowed because the amount of impervious area added is small**. The property **is not 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.

Attachment 2

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

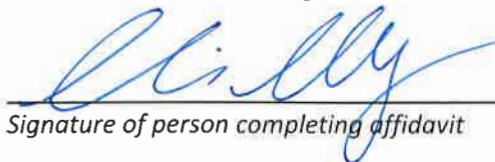
1. Request change to zoning from: County R-1 and C-2 to SPFD R-SF and GR
(existing zoning) (proposed zoning)
2. Meeting Date & Time: June 24th 2021 from 4:00 PM to 6:30 PM
3. Meeting Location: On site at corner of FF and FR 168
4. Number of invitations that were sent: 39
5. How the mailing list was generated: Generated by City Planning Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

None - No one showed up at the meeting or reached out to CJW.

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

None - No one showed up at the meeting or reached out to CJW.

I, Chris Wynn (print name), attest that the neighborhood meeting was held on 6-24-2021 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

Chris Wynn

Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 08-03-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-201

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 1.84 acres of
3 property generally located at 2000 East Commercial Street from GM,
4 General Manufacturing, to HM, Heavy Manufacturing; and adopting an
5 updated Official Zoning Map. (Staff and Planning and Zoning Commission
6 both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 2000 East Commercial Street from GM, General Manufacturing, to
11 HM, Heavy Manufacturing; and
12

13 WHEREAS, following proper notice, a public hearing was held before the
14 Planning and Zoning Commission on July 15, 2021, a copy of the Record of
15 Proceedings from said public hearing being attached hereto and incorporated herein by
16 this reference as "Exhibit B," and said Commission made its recommendation; and
17

18 WHEREAS, the City has reviewed the applicant's request and prepared a staff
19 report concerning the application which is attached hereto and incorporated herein by
20 this reference as "Exhibit C;" and
21

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

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

28 Section 1 – The property described in "Exhibit A," which is attached hereto and
29 incorporated herein by this reference, and which is generally located at 2000 East
30 Commercial Street, is hereby rezoned from GM, General Manufacturing, to HM, Heavy
31 Manufacturing. Springfield Land Development Code, Section 36-306, 'Official zoning
32 map and rules for interpretation,' is hereby amended, changed, and modified consistent
33 with this Ordinance.

34
35 Section 2 – City Council hereby directs the City Manager, or designee, to update
36 the City's digital zoning map to reflect this rezoning and City Council adopts the map
37 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
38 the Springfield Land Development Code, section 36-306, 'Official zoning maps and
39 rules of interpretation.'

40
41 Section 3 – The Official Zoning Map herein adopted shall be maintained and
42 archived in the same digital form in which this Council has approved its adoption.

43
44 Section 4 – This Ordinance shall be in full force and effect from and after
45 passage.

46
47 Passed at meeting: _____

48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54 Filed as Ordinance: _____

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

58
59
60 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021 -201

FILED: 08-03-21

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 1.84 acres of property generally located at 2000 East Commercial Street from GM, General Manufacturing to HM, Heavy Manufacturing (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-15-2021

The applicant is requesting to rezone approximately 1.84 acres of property generally located at 2000 East Commercial Street from GM, General Manufacturing to HM, Heavy Manufacturing.

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Medium Intensity Retail, Office or Housing. However, it should be noted that 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 area is developed with other industrial and warehouse uses.

The HM district is consistent with the surrounding properties within the same block which are zoned HM. This area is developed with other industrial and warehouse uses.

The HM district is intended for heavy industrial uses and other uses not otherwise provided for in the other industrial districts. The intensity of uses permitted in this district makes it necessary to separate it from all residential districts wherever possible with good accessibility provided to major rail, air facilities and highways.

REMARKS:

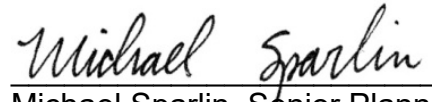
The Planning and Zoning Commission held a public hearing on July 15, 2021, and recommended to approve, by a vote of 7 to 0.

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

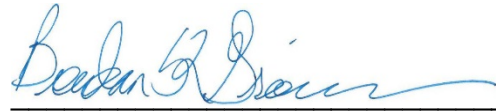
FINDINGS FOR STAFF RECOMMENDATION:

1. The HM district is consistent with adjacent properties within the same block which are zoned HM.
2. Approval of this application will allow for redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:


Michael Sparlin, Senior Planner

Recommended by:


Brendan Griesemer, AICP
Acting Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

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

ATTACHMENTS:

- Attachment 1: Department Comments
- Attachment 2: Neighborhood meeting summary

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-15-2021**

A PART OF LOT ELEVEN (11), IN HYDE PLACE, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT ELEVEN (11); THENCE NORTH 00°22'43" WEST ALONG THE WEST LINE OF SAID LOT ELEVEN (11), A DISTANCE OF 339.50 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DEEDED TO NABISCO BRANDS, INC., AS DESCRIBED IN A QUIT-CLAIM DEED RECORDED IN BOOK 2267 AT PAGE 1353 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°56'34" EAST ALONG THE SOUTH LINE OF SAID NABISCO TRACT, 208.38 FEET; THENCE SOUTH 00°22'52" EAST 108.00 FEET; THENCE SOUTH 43°18'29" EAST 58.73 FEET; THENCE SOUTH 00°22'52" EAST 189.68 FEET TO THE SOUTH LINE OF SAID LOT ELEVEN (11), WHICH IS ALSO THE NORTH RIGHT-OF-WAY LINE OF BLAINE STREET; THENCE NORTH 88°54'05" WEST ALONG SAID SOUTH LINE OF LOT ELEVEN (11), A DISTANCE OF 248.41 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI, SUBJECT TO ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-15-2021
RECORD OF PROCEEDINGS
Planning and Zoning Commission – July 15, 2021**

Z-15-2021
2000 East Commercial Street
Applicant: SPFD Plaza, LLC

Mr. Hosmer states that this is a request to rezone approximately 1.84 acres of property generally located at 2000 East Commercial Street from GM, General Manufacturing to HM, Heavy Manufacturing District. The Comprehensive Plan identifies the property appropriate for Medium Intensity Retail, Office, or Housing; however, the entire area is zoned manufacturing.

The Transportation Plan classifies Blaine Street as collector and Nias Avenue as a local roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. A fee in lieu of on-site stormwater detention will not be allowed. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Geoff Butler, 319 N. Main Avenue representing the applicant. This property was acquired by Superior Oil and their business requires HM zoning and they are remapping and reworking their entire site and are combining into one property. Neighborhood meeting was conducted with no problems.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-15-2021 (2000 East Commercial Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Jobe and Broekhoven.



Bob Hosmer, AICP
Planning Manager

Exhibit C

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

JULY 15, 2021

August 9, 2021

CASE: Z-15-2021

ACRES: Approximately 1.84 acres

LOCATION: 2000 East Commercial Street

EXISTING LAND USE: Warehouse and storage yard

APPLICANT: Superior Industrial Solutions Inc.

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 1.84 acres of property generally located at 2000 East Commercial Street from GM, General Manufacturing to HM, Heavy Manufacturing.

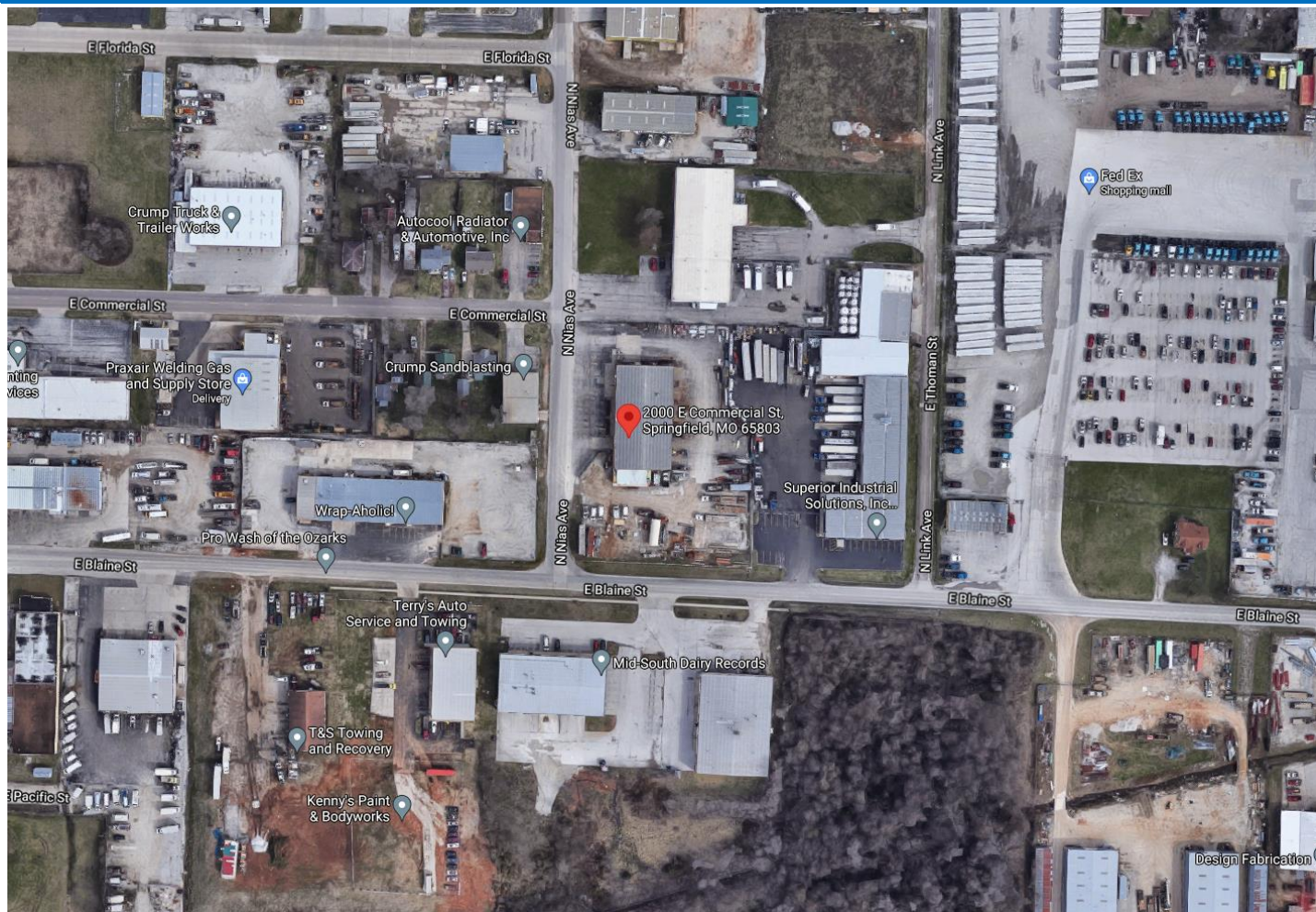
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The HM district is consistent with adjacent properties within the same block which are zoned HM.
2. Approval of this application will allow for redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	GM	HM	GM
LAND USE	Industrial, Manufacturing and/or Warehouse uses	Industrial, Manufacturing and/or Warehouse uses	Industrial, Manufacturing and/or Warehouse uses	Industrial, Manufacturing and/or Warehouse uses

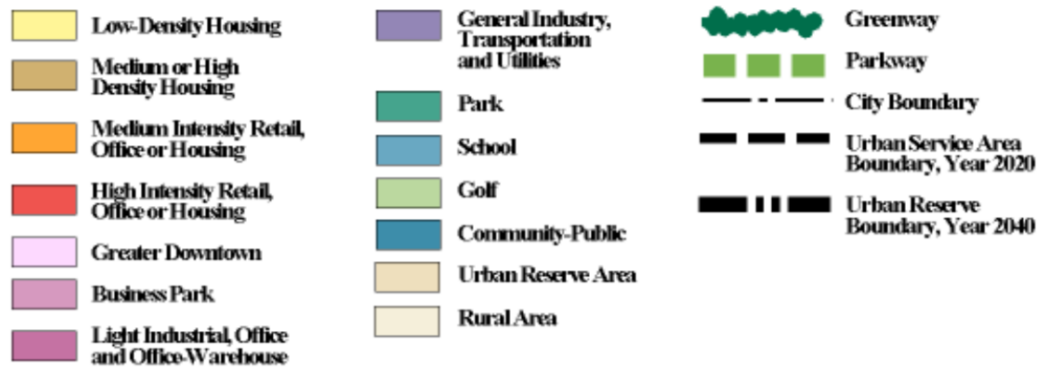
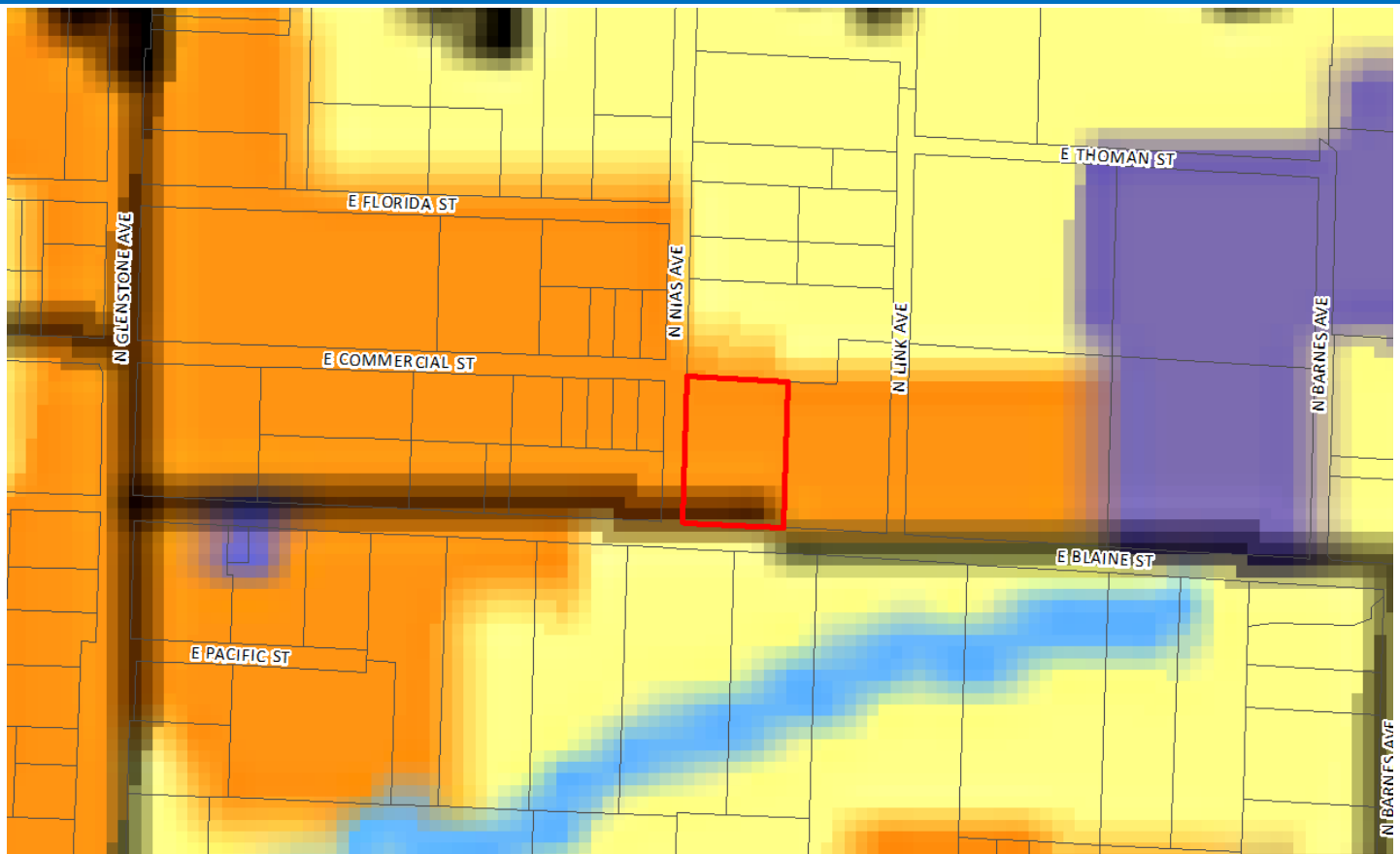
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property has been zoned GM since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HM
Use Limitations	a. No building shall be used for residential purposes, except that a guard, caretaker or other person employed on the premises, and their family, may reside on the premises in conformance with subsection 36-450(3)(b)6. Existing nonconforming residential uses may be expanded up to ten percent of the floor area existing at the time the district is mapped to provide enlarged cooking and sanitary facilities but not bedrooms or other living space. b. No junk, scrap, salvage, or automobile wrecking yard shall be located within 500 feet of any residential district. c. All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. d. No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum Structure Height	None
Minimum open space requirements	a. Offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios. 1. Minimum open space: Not less than 15 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials. 2. Maximum impervious surface: The combined area occupied by all main and accessory buildings or structures, parking storage, loading and other paved areas shall not exceed 85 percent of the total lot area unless modified in accordance with subsection 36-482(15). b. All other uses. 1. Minimum open space: None. Maximum impervious surface: None.
Bulk plane	None
Bufferyard and landscaping	No bufferyard required adjacent to other manufacturing districts.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Medium Intensity Retail, Office or Housing. However, it should be noted that 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 Major Throughfare Plan classifies Blaine Street as a Collector and Nias Avenue as a Local Street.

STAFF COMMENTS:

- 1) The applicant is requesting to rezone approximately 1.84 acres of property generally located at 2000 East Commercial Street from GM, General Manufacturing to HM, Heavy Manufacturing.

-
- 2) The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Medium Intensity Retail, Office or Housing. However, it should be noted that 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 area is developed with other industrial and warehouse uses.
 - 3) The HM district is consistent with the surrounding properties within the same block which are zoned HM. This area is developed with other industrial and warehouse uses.
 - 4) The HM district is intended for heavy industrial uses and other uses not otherwise provided for in the other industrial districts. The intensity of uses permitted in this district makes it necessary to separate it from all residential districts wherever possible with good accessibility provided to major rail, air facilities and highways.
 - 5) Approval of this application will allow for redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.
 - 6) The subject property has been zoned GM since the citywide remapping in 1995.
 - 7) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.
-

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on June 15, 2021 regarding the rezoning request. A summary of the meeting is attached (Attachment 3)

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: 10 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed rezoning

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

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

FIRE DEPARTMENT:

No issues with zoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Blaine Street as a Collector roadway and N. Nias Avenue as a Local-Commercial roadway. The standard right-of-way width for both E. Blaine Street and N. Nias Avenue is 30-feet from the centerline. It appears no additional right-of-way is needed along E. Blaine Street and an additional 5-feet is needed on N. Nias Avenue.

A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. E. Blaine Street and N. Nias Avenue are both city maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for either E. Blaine Street or N. Nias Avenue. On-street parking is allowed along both E. Blaine Street and N. Nias Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from N. Nias Avenue which does not meet existing city standards set forth in Chapter 98 of City Code. There is no existing driveway access points to the property from E. Blaine Street. Additional access to this property will only be allowed if it meets existing City of Springfield standards for the classification of the street.

SIDEWALK

There is not existing sidewalk along the property frontage of E. Blaine Street or N. Nias Avenue. The developer has applied to the ARC to pay a fee in lieu of constructing sidewalk and it was approved on April 24, 2021. This fee must be paid prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along E. Blaine Street or N. Nias Avenue.

IMPROVEMENTS

A Traffic Impact Study was not required as the additional trips generated by the change in zoning do not exceed 100 trips in the a.m. or p.m. peak or 1,000 daily trips.

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. Blaine Street	Collector	Yes	30	30
Street 2	N. Nias Avenue	Local-Commercial	Yes	25	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		18.4	18.4	115.92	
*Proposed Trips Generated		12.88	14.72	71.76	
Additional Trips Generated		-5.52	-3.68	-44.16	

*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:

The property is in the **Jordan Creek North Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will be allowed due to proximity to the floodplain and the amount of added impervious is small.**

The property **is not 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

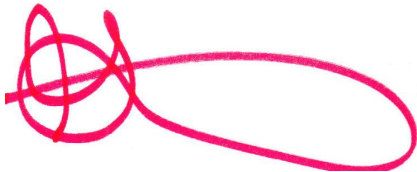
1. Request change to zoning from: General Manufacturing to Heavy Manufacturing
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 6/15/21 4:00 - 6:30 pm
3. Meeting Location: Superior Oil Conf Room 1955 East Blaine
4. Number of invitations that were sent: 53
5. How the mailing list was generated: Planning Dept
6. Number of neighbors in attendance (attach a sign-in sheet): one
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

Jarrold Underdown from Crump Truck and Trailer came by to see what we were planning. They are neighbors and did not have any concerns with what we were planning

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

no issues

I, Geoffrey H. Butler AIA (print name), attest that the neighborhood meeting was held on June 15th 2021 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Geoffrey H. Butler AIA

Printed name of person completing affidavit

NEIGHBORHOOD MEETING - 4.6.30-6.15.21
2000 E COMMERCIAL ZONING
@ SUPERIOR OIL CONF ROOM 1955 BLAINE

	NAME	ADDRESS	PHONE
4:15	Jarrod Underdown (CRUMP TRUCK & TRAILER WORKS)	1905 E. Commercial	417.869-2515

One-rdg. _____
P. Hrngs. _____
Pgs. 23
Filed: 08-03-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-202

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map
2 and rules for interpretation,' by rezoning approximately 1 acre of property
3 generally located at 1136 and 1144 East Sunshine Street and 1816, 1820,
4 and 1826 South Florence Avenue from R-SF, Single-Family Residential
5 District, to O-1, Office District, subject to certain conditions; and adopting an
6 updated Official Zoning Map. (Staff and Planning and Zoning Commission
7 both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the properties
11 generally located at 1136 and 1144 East Sunshine Street and 1816, 1820, and 1826 South
12 Florence Avenue, and more fully described in "Exhibit A," from R-SF, Single-Family
13 Residential District, to O-1, Office District; and
14

15 WHEREAS, following proper notice, a public hearing was held before the Planning
16 and Zoning Commission on July 15, 2021, a copy of the Record of Proceedings from said
17 public hearing being attached hereto and incorporated herein by this reference as "Exhibit
18 B," and said Commission made its recommendation; and
19

20 WHEREAS, the City has reviewed the applicant's request and prepared a staff
21 report concerning the application which is attached hereto and incorporated herein by this
22 reference as "Exhibit C;" and
23

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

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

30 Section 1 – The property described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, are hereby rezoned from R-SF, Single-Family
32 Residential District, to O-1, Office District, upon the satisfaction of the conditions set forth in
33 Section 4 of this Ordinance. Upon the satisfaction of said conditions, the Springfield Land
34 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
35 hereby amended, changed, and modified consistent with this Ordinance.
36

Section 2 – City Council hereby directs, upon the satisfaction of all the conditions of this Ordinance, 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 3 – 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 4 – City Council finds that this Ordinance shall be in full force and effect upon the satisfaction of the following conditions:

1. An administrative lot combination shall be completed of the subject properties described in "Exhibit A" and the property to the east at 1819 South National Avenue following the Subdivision Regulations.

Said conditions must be fully satisfied within two (2) years of the date of passage of this Ordinance. If said conditions are not satisfied pursuant to the requirements of this Ordinance, then the rezoning shall be null and void and the property described in "Exhibit A" shall remain zoned R-SF, Single Family Residential District. City Council further declares that these conditions are reasonably attributable to the applicant's proposed activity.

Section 5 – Upon the Director of Planning and Development certifying in writing to the City Clerk that the conditions of this Ordinance have been met, this Ordinance, shall be in full force and effect. City Council finds that the sections contained in this Ordinance are an integral part of the decision to rezone the property, and, if for any reason any section of this Ordinance is found to be null and void, this entire Ordinance shall be null and void.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance:

Approved as to form: *Jeff Burns*, Assistant City Attorney

Approved for Council action: *Cassidy A. Page*, City Manager

EXPLANATION TO COUNCIL BILL 2021 -202

FILED: 08-03-21

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 acre of property generally located at 1136 and 1144 East Sunshine Street and 1816, 1820 and 1826 South Florence Avenue from R-SF, Single-Family Residential District to O-1, Office District with conditions. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-16-2021

The applicant is proposing to rezone approximately 1 acre of property generally located at 1136 and 1144 East Sunshine Street and 1816, 1820 and 1826 South Florence Avenue from R-SF, Single-Family Residential District to O-1, Office District. The intent of the rezoning application is to facilitate the development of the subject properties of 1 acre and additional 1 acre to the east, which is already zoned O-1, into an office development.

The applicant is proposing a condition on rezoning to O-1. This condition is for an administrative lot combination that will require all subject lots to be combined with the existing O-1 zoned property to the east following the Subdivision Regulations. If the administrative lot combination condition is not completed within 2 years of City Council approval, then the rezoning would be null, and void and the zoning of the subject properties would revert back to the R-SF District.

REMARKS:

The Planning and Zoning Commission held a public hearing on July 15, 2021, and recommended to approve, by a vote of 6 to 0.

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

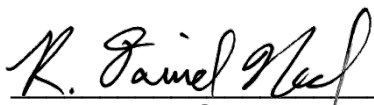
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies a majority of the subject properties as appropriate for Low Density Housing and a southern portion of the properties as Medium-Intensity Retail, Office, or Housing. While R-SF is recommended for Low Density Housing land use category, the adjacent property to the east is zoned O-1, Office and the

applicant is proposing to combine the property to the east and all of the subject properties into one commercial lot. The O-1, Office district is one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office, or Housing land use category.

2. This area is located within the Sunshine Street and National Avenue (Community) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties with the condition of lot combination fit these criteria.
3. The O-1, Office district is designed to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas
4. The proposed rezoning with a condition will allow the subject properties to be combined with existing O-1 property to the east and developed similarly to other office properties along National Avenue to the south.
5. This rezoning to O-1 shall not become effective until the following condition is met:
 - a. An administrative lot combination of the subject properties and the property to the east at 1819 South National Avenue following the Subdivision Regulations. If this condition is not met within two (2) years of City Council's approval, then the rezoning approval is null and void and the subject property will remain zoned R-SF, Single-Family Residential District.

Submitted by:



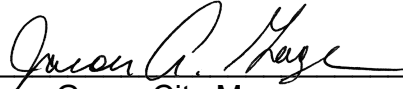
Daniel Neal, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

Attachment 3: Neighborhood Correspondence

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-16-2021**

TRACT II: (1144 E. Sunshine Street) ALL OF LOT SEVEN (7) AND THE EAST ONE HALF (E1/2) OF LOT EIGHT (8) AND ALL OF LOT THIRTEEN (13), IN FIRST ADDITION TO UNIVERSITY HEIGHTS, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD PURPOSES.

TRACT III: (1136 E. Sunshine Street) ALL OF THE WEST ONE HALF (W1/2) OF LOT EIGHT (8) AND ALL OF LOT NINE (9), IN UNIVERSITY HEIGHTS 1ST ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD PURPOSES.

TRACT IV: (1816 S. Florence Avenue) ALL OF LOT TEN (10), FIRST ADDITION TO UNIVERSITY HEIGHTS, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

TRACT V: (1820 S. Florence Avenue) ALL OF LOT ELEVEN (11), FIRST ADDITION TO UNIVERSITY HEIGHTS, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

TRACT VI: (1826 S. Florence Avenue) ALL OF LOT TWELVE (12), FIRST ADDITION TO UNIVERSITY HEIGHTS, EXCEPT THE EAST TWELVE (12) FEET THEREOF, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit B

RECORD OF PROCEEDINGS ZONING CASE Z-16-2021 Planning and Zoning Commission – July 15, 2021

Z-16-2021

1136 & 1144 East Sunshine Street and 1816, 1820 & 1826 South Florence Avenue

Applicant: BJ Marsh Etal, Monte M. Marsh, and Joni M. Marsh

Mr. King Coltrin recused himself.

Mr. Hosmer states that this is a request to rezone approximately 1 acre of property generally located at 1136 & 1144 E. Sunshine Street and 1816, 1820 and 1826 S. Florence Avenue from R-SF, Single-Family Residential District to O-1, Office District with conditions. The Comprehensive Plan identifies a majority of the property as Low Density Housing and the southern portion as Medium-Intensity Retail, Office, or Housing. Within the Sunshine Street and National Avenue (Community) Activity Center. The Transportation Plan classifies Sunshine as primary arterial and Florence as a residential local roadway. A Traffic Impact Study is not required. No access directly to Sunshine Street. Any access to Florence will need to be at least 50 feet from the Right of Way of Sunshine. One access point on National will be allowed, however if future traffic volumes/safety, access to Sunshine or National could be limited. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. A fee in lieu of on-site stormwater detention will not be allowed. The O-1 restricts the height of all structures to 35 feet, all structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district (1to1 ratio setback to height). The property along Florence will require a 15 feet wide landscaped area with plantings across the street from residentially zoned properties on the west. Staff recommends approval with conditions:

- An administrative lot combination of all properties. If this condition is not met within two (2) years of City Council's approval, then the rezoning approval is null and void and the subject property will remain zoned R-SF, Single-Family Residential District.

Mr. Lebeck asked about credit for existing trees and what does the City have for tree preservation.

Mr. Hosmer stated there is no tree preservation at this time and could be credit for keeping some of the trees especially along Florence Avenue and would need a Conditional Over District (COD)

Mr. Colony asked about access for the property and traffic questions.

Mr. Hosmer stated that they would have one driveway cut along National Avenue as well access from Florence Avenue.

Ms. Ogilvy asked about tree preservation with the recommendation of a COD.

Mr. Hosmer gave out a prior project where a COD was utilized and said that commission can make a motion.

Mr. Knuckles asked about the Planned Development on the south and any restrictions.

Mr. Hosmer said that they do not have connection to Florence and possible cross- access if the properties were combined.

Mr. Doennig asked about the access for the property (closing the current three accesses on National to only one) and tree preservation.

Mr. Hosmer stated that it is correct regarding the access and commission would need to recommend tree preservation to City Council using a possible COD.

Ms. Bruce asked about the access on National (right in right out – left in only turn lane).

Mr. Hosmer said that it is correct.

Mr. Colony asked about shared parking agreement to Planned Development 55 and possible new parcels to the south.

Mr. Hosmer stated that it is a possibility.

Mr. Lebeck asked about traffic concerns.

Ms. Gardner stated that if any problems with safety then Traffic would be able put a medium down National and a possible traffic study would be implemented before development.

Mr. Doennig asked about height limitations on O-1.

Mr. Hosmer stated that 2^{1/2} to 3 stories.

Mr. Doennig opened the public hearing.

Mr. Rod Schaeffer, developer for applicant and gave a brief overview of their process and noted that the purchase contract has 9 contingencies in order to develop. The back half of the property would need to be rezoned to O-1 and not sure what will be put on the properties and here to answer any questions.

Ms. Ogilvy asked about tree preservation.

Mr. Schaeffer said that he has had conversations regarding the trees, but reminded that they property is only 2 acres and that it would hard to save the all of the trees, but would hope to save the trees on Florence Avenue as part of the buffer area and may not be able to save any of the trees along Sunshine/National.

Mr. Colony asked about plans for their use.

Mr. Schaeffer stated that O-1 zoning would suit their needs but have made no decisions on type of clinic at this time.

Mr. Dane Seiler, 5051 S. National and representing the applicant and there is a 15' bufferyard on Florence and maybe able to save some of those trees, but still need to design plans. Along Sunshine there are 5 trees and 4 of them are close to the 10' deep perimeter, but still need to review on the access to the site. At the neighborhood meeting they would glad that no additional access from Sunshine and possible access off of Florence.

Ms. Ogilvy asked if an arborist was involved.

Mr. Seiler stated that they did not have an arborist but did review the trees and gave some types of trees.

Mr. Knuckles asked about the trees on Sunshine and National (quadrant) and if typical of what could be expected/bufferyard requirements. He noted that he finds it concerning that commission/public is asking for more than what was expected from the developments on the other three corners.

Mr. Seiler was not sure how many trees were there and the trees that are the other quadrants they would be more in the perimeter than actual bufferyard.

Mr. Colony asked parking requirements and storm drainage issue hopes that the trees can be saved.

Mr. Seiler stated they may have to go to an underground system to maximize the space and will have detention.

Mr. Knuckles asked about the neighborhood meeting and noted that University Heights agrees with the project and if the houses on Florence were part of the University Heights neighborhood.

Mr. Seiler stated that 4 or 5 neighborhood associations were in attendance and happy with O-1 zoning to restrict building height and did have a question on stormwater as well as access to the project. People that live in the area were concerned about who and what was being designed and property value.

Mr. Rob Haik, architect for Cox Health, and went over the neighborhood meeting stated that they do have neighborhood support and the building will be 2 stories and will have a good parking model. He mentioned the trees and that the trees most impacted would be the ones in the middle of the site. The owners on Florence Avenue had concerns on stormwater issues and will try to work with to preserve the trees but cannot commit at this time.

Ms. Mindy Spitz, 1316 S. Maryland Avenue had concerns regarding preserving the trees and noticed a trend with developers in Springfield to just bulldoze the trees instead of working around them and asking for a Conditional Overlay District (COD) to be part of the recommendation. She also cited the corner opposite where they have taken down the trees and put in a barren water detention area and has spoken with Mr. Schaeffer who stated that Cox is committed to preserving trees. Citizens of Springfield want green space and have a chance to set a standard of preserving trees by creating a COD.

Mr. Knuckles noted his concerns requiring an COD, stating that we are requiring more than the other properties in the quadrant and feels that these are additional requirements.

Mr. Colony asked if staff has looked at a Conditional Overlay District (COD) and if Mr. Haik has considered one.

Mr. Hosmer noted that this has been part of the discussion, however the applicant did not want to pursue one.

Mr. Haik noted that originally an O-2 or GI, but O-1 was best option, but the COD was not part of the buy/sell agreement/contract.

Ms. Bruce if any examples of Cox models (future designs).

Mr. Haik noted that the mode is clinics and cited locations and said that Cox spends large amounts on landscaping.

Ms. Ogilvy commented that she is not voting against the project, but believes that City Council needs to take a firmer stance on preserving trees due to the loss of Ash trees in Missouri in the very near future and noted that the northeast corner is ugly.

Mr. Haik again noted that Cox has high standards for landscaping and that if a COD was implemented then as part of the buy/sell agreement they would not pursue purchasing.

Ms. Ogilvy will be voting for this project without the COD requirement.

Mr. Doennig commented that he had voted "nay" on the northwest corner project and wants to be part of the record that this corner is different from the northwest corner and has better (National and Florence) access and will support the request, however like the developer to preserve as many trees as possible.

Mr. Lebeck noted that citizens have put their trust into Cox Health and if they say they will try to preserve as many trees as possible, we should listen, however has concerns and also noted Mr. Knuckles comments and would like to see an arborist review the trees.

Mr. Hosmer went over language that was used in previous cases, but if we are not pursuing a COD and then this would not be a likely option.

Mr. Doennig confirmed the commission's role as being a recommending party for any amendments however the COD would need to come from the developer but can recommend to City Council tree preservation.

Mr. Hosmer noted that the correct statement from Mr. Doennig.

Ms. Bruce noted that this conversation is in the beginning stages and believes that people should not be disappointed at this time and if the City is not satisfied that there will be plenty of opportunity for change.

Mr. Colony also seconded Ms. Bruce comments.

Ms. Ogilvy would not like to see that Cox lost interest in this project at this stage of the process.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Bruce motioned to **approve** Z-16-2021 (1136 & 1144 East Sunshine Street and 1816, 1820 & 1826 South Florence Avenue). Mr. Colony seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Jobe and Broekhoven. Mr. King Coltrin recused himself.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is enclosed in a rectangular box. The signature is fluid and cursive.

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

JULY 15, 2021

CITY COUNCIL PUBLIC HEARING:

AUGUST 9, 2021

**CASE NUMBER:**

Z-16-2021

LOCATION:

1136 & 1144 E. Sunshine Street and 1816, 1820 and 1826 S. Florence Avenue

ACRES:

Approximately 1 acre

EXISTING LAND USE:

Single-family residences and vacant land

APPLICANT:B.J. Marsh ETAL, Joni M. Marsh (Jackson)
Monte M. Marsh**STAFF:**

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

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

SUMMARY OF REQUEST:

Request to rezone approximately 1 acre of property generally located at 1136 & 1144 E. Sunshine Street and 1816, 1820 and 1826 S. Florence Avenue from R-SF, Single-Family Residential District to O-1, Office District with conditions.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies a majority of the subject properties as appropriate for Low Density Housing and a southern portion of the properties as Medium-Intensity Retail, Office or Housing. While R-SF is recommended for Low Density Housing land use category, the adjacent property to the east is zoned O-1, Office and the applicant is proposing to combine the property to the east and all of the subject properties into one commercial lot. The O-1, Office district is one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office or Housing land use category.
2. This area is located within the Sunshine Street and National Avenue (Community) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties with the condition of lot combination fit these criteria.
3. The O-1, Office district is designed to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas
4. The proposed rezoning with a condition will allow the subject properties to be combined with existing O-1 property to the east and developed similarly to other office properties along National Avenue to the south.

Development Review Staff Report



5. This rezoning to O-1 shall not become effective until the following condition is met:

1. An administrative lot combination of the subject properties and the property to the east at 1819 S. National Avenue following the Subdivision Regulations. If this condition is not met within two (2) years of City Council's approval, then the rezoning approval is null and void and the subject property will remain zoned R-SF, Single-Family Residential District.

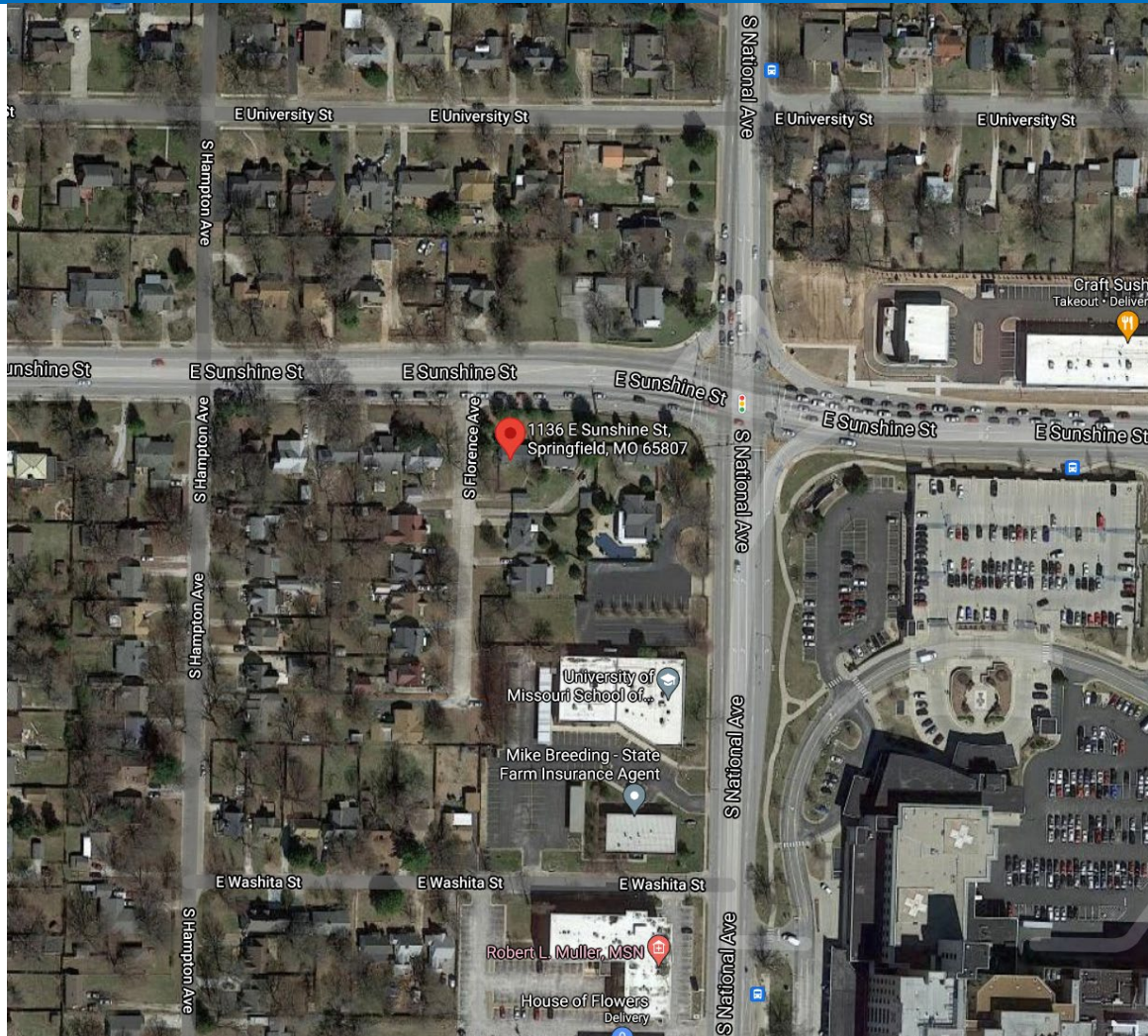
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	PD 55 Amended	GI	R-SF
LAND USE	Single-family residential	Office uses	Hospital and medical office uses	Single-family residential

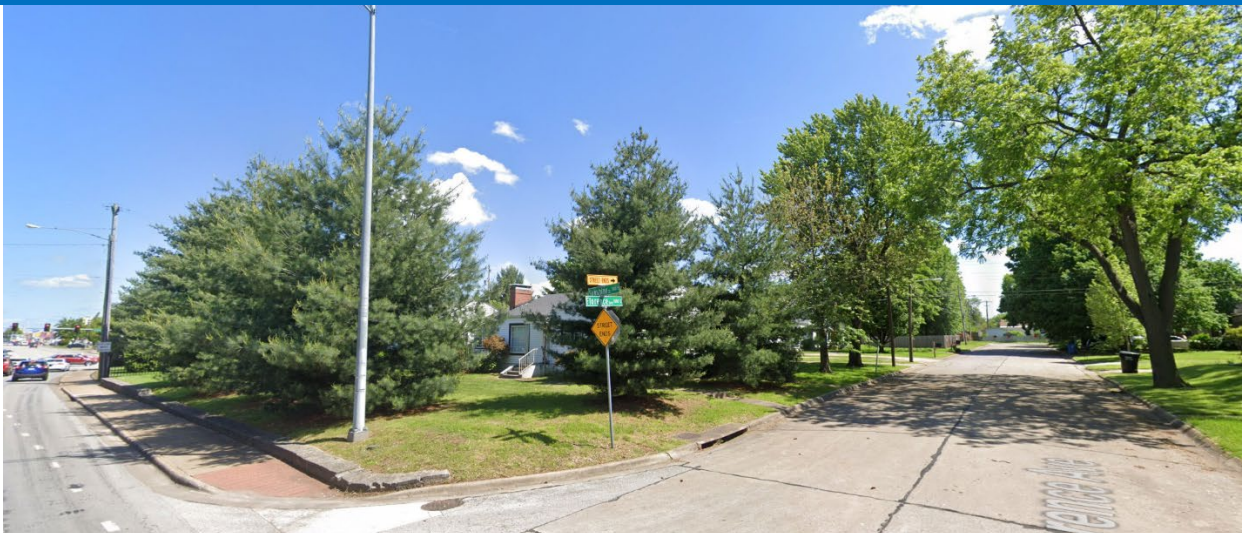
Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

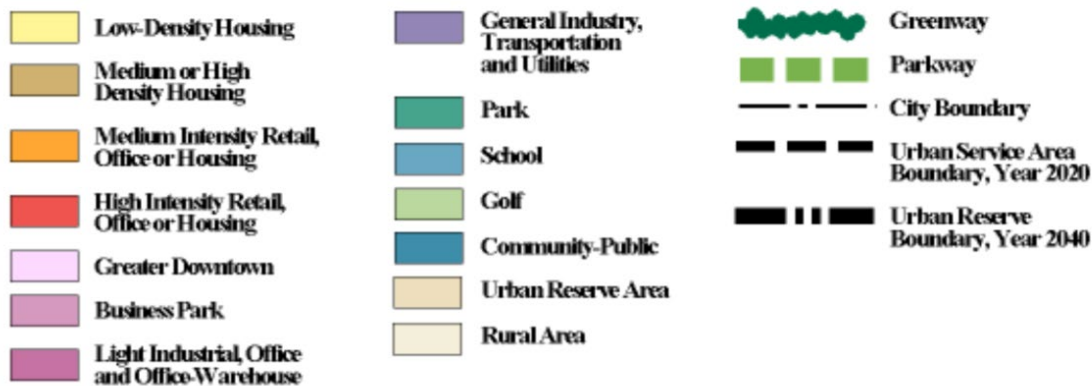
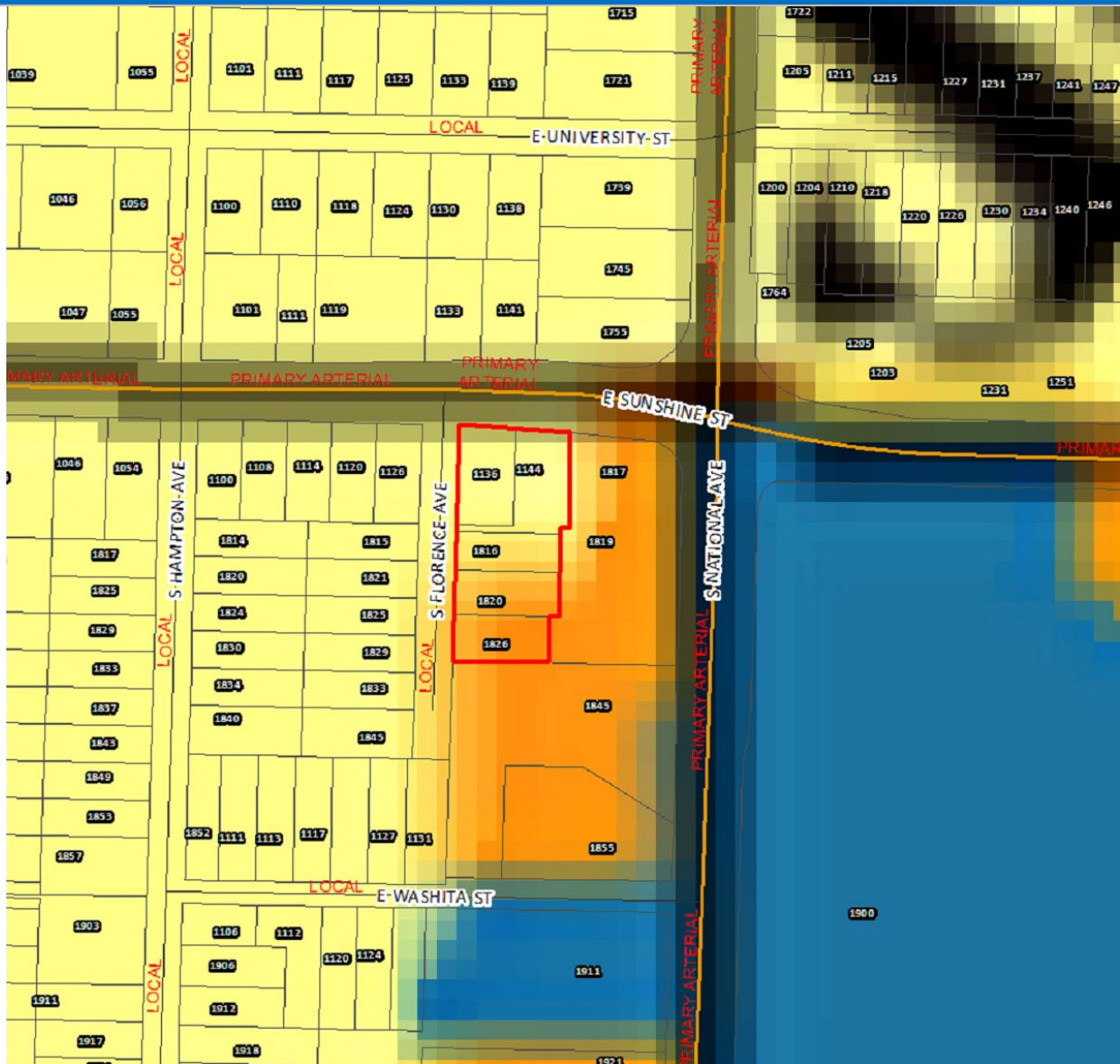


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report

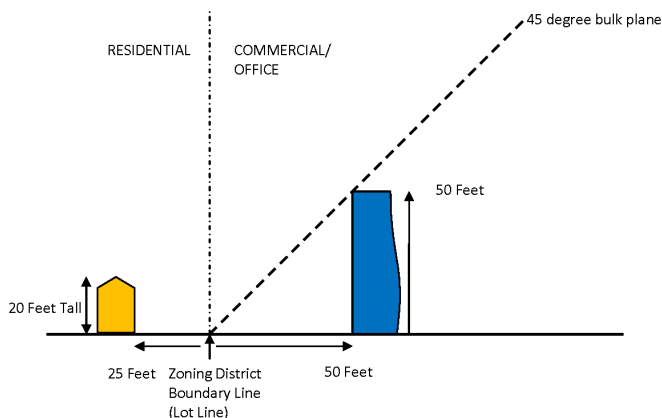
PROPERTY HISTORY:

The subject properties were annexed in 1926 and platted into an R-1 subdivision called University Heights 1st Addition in 1940. The subject properties along Sunshine and Florence are currently zoned R-SF, Single-Family Residential District and have single-family residences on 4 of the 5 lots.

COMPATIBILITY WITH THE ZONING ORDINANCE:

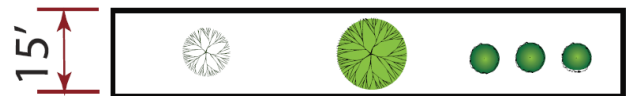
CODE ITEM	REQUIREMENTS FOR O-1
Use Limitations	All activities and permitted uses except off-street parking and loading facilities, drive-thru facilities and day care activities shall be conducted entirely within a completely enclosed building.
Maximum Structure Height	Thirty-five feet, except that all 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	Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations
Side Yard Setbacks	Ten feet on each side of a lot or as required by section 36-453, supplemental open space and yard regulations, provided that no side yard is required for any building that has a common wall on a lot line.
Rear Yard Setbacks	Twenty percent of the lot depth but may not be less than ten feet nor more than 25 feet be required.
Open Space Requirement	Not less than 20 percent
Design Requirements	Standard per code

BULK PLANE



LANDSCAPING

Bufferyard "Type S-1"



Section 36-482 Landscaping. (7) (g) Credit for existing trees. Any trees preserved on a site in required bufferyards and perimeter landscaping areas and meeting the specifications in this section may, at the discretion of the director, be credited toward meeting the tree requirements of any landscaping provision of this section. Any tree for which credit is given shall be in a condition that encourages long-term survival and in a location that conforms to the intent and standards of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

This area is located within the Sunshine Street and National Avenue (Community) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties with the condition of lot combination fit these criteria.

Development Review Staff Report



The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies a majority of the subject properties as appropriate for Low Density Housing and a southern portion of the properties as Medium-Intensity Retail, Office or Housing. While R-SF is recommended for Low Density Housing land use category, the adjacent property to the east is zoned O-1, Office and the applicant is proposing to combine the property to the east and all of the subject properties into one commercial lot. The O-1, Office district is one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office or Housing land use category.

The *Major Thoroughfare Plan* classifies Sunshine Street as a primary arterial roadway and Florence Avenue as a residential local roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1 acre of property generally located at 1136 & 1144 E. Sunshine Street and 1816, 1820 and 1826 S. Florence Avenue from R-SF, Single-Family Residential District to O-1, Office District. The intent of the rezoning application is to facilitate the development of the subject properties of 1 acre and additional 1 acre to the east, which is already zoned O-1, into an office development.
2. The applicant is proposing a condition on rezoning to O-1. This condition is for an administrative lot combination that will require all zoned lots to be combined with the existing O-1 zoned property to the east. If the administrative lot combination condition is not completed within 2 years of City Council approval, then the rezoning would be null and void and the zoning of the subject properties would revert back to the R-SF District.
3. The administrative lot combination process will entail the following review and requirements as prescribed in 36-223(c) of the *Zoning Ordinance*:
 - a. The proposed lot combination is in compliance with all other provisions of this article, the zoning ordinance and other ordinances and regulations of the City of Springfield and no substandard tract, parcel or lot will be created; and
 - b. The proposed lot combination will not create any tract, parcel or lot which does not meet the minimum lot standards of the zoning district in which it is located; and
 - c. The proposed lot combination shall not cause any construction over a public sanitary sewer line or sewer easement; and
 - d. The proposed lot combination is consistent with the surrounding area. In determining consistency, the size and dimensions of lots previously developed, the layout and design of existing subdivisions and the degree of deviation from previous development shall be considered; and
 - e. The proposed lot combination does not include the dedication of a new street or other public way or change in existing streets or alleys; and
 - f. The right-of-way adjacent to the proposed lot combination meets the widths prescribed by this article and by the city traffic engineer, or the proposed subdivision includes the dedication of additional right-of-way necessary to provide the prescribed right-of-way width; and
 - g. The proposed lot combination includes the dedication of any easements determined necessary by the director of public works or to provide utilities to serve the new lots; and
 - h. Each lot of the proposed lot combination subdivision is adequately served by the following improvements:
 - i. Public sanitary sewer;
 - ii. Public water facilities; and
 - iii. Stormwater drainage and/or detention facilities, whether public or private; and
 - i. Each lot of the proposed lot combination has sidewalks meeting current city standards, or security for the construction of these improvements is provided as set forth in this section.
4. The O-1 district is consistent with the *Plan* which encourages higher intensity development at or near Activity Centers. The subject property is within the Sunshine Street and National Avenue (Community) Activity Center.
5. The O-1 district is consistent with other properties located along the South National Avenue corridor. The proposed rezoning with certain conditions will allow the subject properties to be combined with existing O-1 property to the east and developed into an office development under one ownership.

Development Review Staff Report



6. The O-1, Office, district is designed to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas.
7. The O-1 restricts the maximum height of all structures to 35 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.
8. When a property is zoned O-1, an S-1 bufferyard is required across the street from residentially zoned properties when the right-of-way is less than 70 feet in width. The S-1 bufferyard is at least 15 feet wide with landscape plantings of 1 canopy, 1 understory and 3 shrubs per 100 linear feet.
9. *Per Section 36-482 (7) (g) Credit for existing trees.* Any trees preserved on a site in required bufferyards and perimeter landscaping areas and meeting the specifications in this section may, at the discretion of the director, be credited toward meeting the tree requirements of any landscaping provision of this section. Any tree for which credit is given shall be in a condition that encourages long-term survival and in a location that conforms to the intent and standards of the Zoning Ordinance.
10. And per section 36-482 (7) (i) The director may waive rules regarding setbacks and bufferyards to preserve trees of exceptional quality due to size, large canopy cover, trunk diameter, rareness, age, or species when written consent has been received from all owners of abutting property. Where such written consent is not filed, waiver may be granted by the board of adjustment, as a variance according to standards, notice requirements, and procedures pertaining to variances.
11. A Traffic Study is not required as the additional trips generated do not exceed 100 in the a.m. or p.m. peak or 1,000 trips per day (see Attachment 1 - Traffic Comments for more details).
12. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on June 23, 2021, regarding the proposed rezoning request. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

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: 19 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning. Public sewer is available.

FIRE DEPARTMENT COMMENTS:

No issues with rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both S. National Avenue and E. Sunshine Street as Primary Arterial roadways. S. Florence Avenue is classified as a Local-Commercial roadway. The standard right-of-way width for S. National Avenue and E. Sunshine Street is 50-feet from the centerline and for S. Florence Avenue standard right-of-way width is 30-feet from the centerline. It appears additional right-of-way is needed along S. National Avenue, E. Sunshine Street and S. Florence Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right-of-way. S. National Avenue, E. Sunshine Street and S. Florence Avenue are city-maintained streets. Right of way requirements may be modified by ARC as applicable. Right of way will need to be dedicated at the time of the required lot combination.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for S. National Avenue is 24,386 vehicles per day and 30,866 vehicles per day for E. Sunshine Street. There are no traffic counts for S. Florence Avenue as it is classified as a Local street. On-street parking is not allowed along S. National Avenue, E. Sunshine Street or the northbound lane of S. Florence Avenue.

DRIVEWAY ACCESS

There are three driveway access points onto the property from S. National Avenue, one on E. Sunshine Street and four on S. Florence Avenue. Access is a major safety concern due to the proximity to the intersection of two major arterial streets for any development in this area. Based on the proposed zoning and intended use, Public Works will require the following at the time of development:

- No access directly to Sunshine Street.
- Any access to Florence will need to be at least 50 feet from the Right of Way of Sunshine.
- One access point on National will be allowed at the extreme southern end of the property abutting National. This access will be a right in, right out, left in only access and will require approval of design from the Public Works Director.
- Any access granted is only guaranteed access to the nearest lane of the street. IF future traffic volumes or safety concerns warrant, access for lefts in and out of Sunshine or National could be limited as necessary for safe, efficient traffic flow.

Development Review Staff Report



These access requirements are not conditions of the zoning but are shown in staff report for clarity based on the intended use of the O-1 zoning and basis of Traffic's support of the zoning change.

SIDEWALK

There is existing sidewalk along the property frontage of S. National Avenue and E. Sunshine Street. Sidewalk is required to be constructed along the property frontage on S. Florence Avenue. Sidewalk requirements may be modified by ARC as applicable.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. In the area of the proposed rezoning, there is one bus stop along S. National Avenue, two bus stops along E. Sunshine Street and no bus stops along S. Florence Avenue.

IMPROVEMENTS

A Traffic Study is not required as the additional trips generated do not exceed 100 in the a.m. or p.m. peak or 1,000 trips per day.

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	S. National Avenue	Primary Arterial	No	45	50
Street 2	E. Sunshine Street	Primary Arterial	No	46	50
Street 3	S. Florence Avenue	Local – Commercial	Yes – SB Lane Only	30	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		4	5	48	
*Proposed Trips Generated		240	34	44	
Additional Trips Generated		30	39	192	

*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:

The property is in the **Fassnight Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>

Development Review Staff Report



2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: RSF to O1
(existing zoning) (proposed zoning)
2. Meeting Date & Time: June 23rd, 2021 4 PM to 6:30 PM
3. Meeting Location: 5051 S National Suite 7A
4. Number of invitations that were sent: 129
5. How the mailing list was generated: City of Springfield Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 6
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

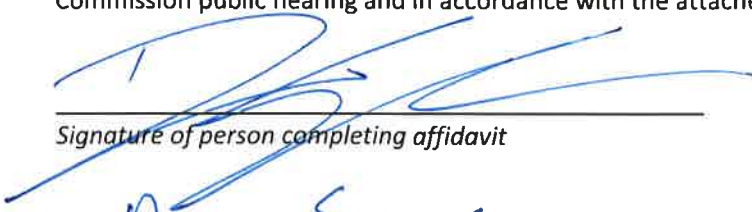
Most folks that attended were happy that the project went with an O1 designation, and thus had a height limitation. One of the comments heard was an importance to being consistent with Architecture in the area, specifically University Heights, and looking to align with a planning study completed for Sunshine between National Ave and Jefferson St. Other comments were questions about property value, and what the bufferyard would look like. One neighbor did ask about over detaining stormwater to help with downstream flooding in the Phelps Grove area. There were also questions about what types of trees would be utilized.

Our team intends to review the planning study mentioned for the project. As the project develops, more firm plans will be created to address the comments mentioned.

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

No written comments received.

I, DANE SETLER (print name), attest that the neighborhood meeting was held on 6/23/2021 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."


Signature of person completing affidavit

DANE SETLER
Printed name of person completing affidavit

Attachment 3

From: [Jan Peterson](#)
To: Zoning@springfieldmo.gov
Cc: [Owen, Alana](#)
Subject: 1819 S. National Ave.
Date: Friday, July 9, 2021 1:45:46 PM

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

Dear members of the Planning and Zoning Board,

I'm writing on behalf of the University Heights Neighborhood Association's Board of Directors as its president. After learning more about the Cox project planned for the property at and adjacent to 1819 S. National Ave., we see no reason to object to the project moving forward. We understand the project will be limited to O-1 and as many mature trees as possible will be spared. Our vote to support it was unanimous.

We do, however, have concerns about stormwater runoff. As you're aware, the project underway at the Springfield Art Museum is to lift the museum and three homes within UHNA's boundaries out of a 100-year flood zone. We are concerned about even more water running downhill through our neighborhood because of the Cox project. We would very much appreciate it if the developers could devise a way to deal with runoff that is both effective and environmentally friendly.

Moving forward, we also would like the opportunity to sit down with city planners and planning and zoning to discuss future redevelopment along the north side of East Sunshine Street. We would appreciate the opportunity to discuss an overlay district like those found in other historic neighborhoods — Rountree, for example, and its redevelopment of Cherry Street and Pickwick Avenue — and devise a Neighborhood Plan for University Heights. We know change is inevitable; we want to help shape what that change looks like.

We understand there are a good many projects in line ahead of us, but we want to make sure you know we are interested in starting a conversation, perhaps by dusting off the Drury University study.

Thank you,

Jan

Jan Peterson
President, UHNA
417-838-6216

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 08-03-21

Sponsored by: Simpson, McGull,
Lear, and Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-203

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget of the Springfield-Greene County Health Department for
2 Fiscal Year 2021-2022 in the amount of \$8,000,000 to appropriate
3 funds from the City's Coronavirus State and Local Fiscal Recovery
4 Funds, established by the American Rescue Plan Act of 2021 ("ARPA"),
5 to provide critical services, staffing, supplies, and support for operations
6 for the COVID-19 response of the City not covered by other federal
7 sources. (The Council ARPA Review Committee voted to recommend
8 this appropriation to City Council.)
9 _____

10
11 WHEREAS, during the COVID-19 Response, the Springfield-Greene County
12 Health Department ("SGCHD") has worked diligently to provide laboratory testing,
13 disease investigations, contact tracing, vaccination opportunities/education, and
14 information to the public, as well as to coordinate response efforts with national, state,
15 regional, and local agencies; and
16

17 WHEREAS, as it appears that the fight against COVID-19 will be longer than
18 initially anticipated, due to low vaccination rates and the spread of variants, additional
19 funds are crucial to continue and scale the response to this changing disease; and
20

21 WHEREAS, the SGCHD requires additional funds to provide critical services,
22 staffing, supplies, and support for operations needed to scale the City's fight against
23 COVID-19; and
24

25 WHEREAS, the Council ARPA Review Committee met on July 28, 2021, and
26 voted to recommend to City Council that \$8,000,000 of the City's ARPA funds be
27 appropriated to the SGCHD for the purposes described in this Ordinance.
28

29 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
30 SPRINGFIELD, MISSOURI, as follows, that:
31

32 Section 1 – The budget of the Springfield-Greene County Health Department for
33 Fiscal Year 2021-2022 is hereby amended in the accounts and in the amounts as

34 shown on Budget Adjustment No. 010, a copy of which is attached hereto and
35 incorporated herein by reference as "Exhibit A," to appropriate funds from the City's
36 Coronavirus State and Local Fiscal Recovery Funds, established by the American
37 Rescue Plan Act of 2021 ("ARPA"), to provide critical services, staffing, supplies, and
38 support for operations for the COVID-19 response of the City.

39
40 Section 2 – City Council finds the budget adjustment has been recommended by
41 the City Manager.

42
43 Section 3 – The City Manager is directed to cause the appropriate accounting
44 entries to be made in the books and records of the City.

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

48
49 Passed at meeting: _____

50
51
52 _____
53 Mayor

54
55 Attest: _____, City Clerk

56
57 Filed as Ordinance: _____

58
59
60 Approved as to form: Rhonda Lewaden, City Attorney

61
62
63 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-203

FILED: 08-03-21

ORIGINATING DEPARTMENT: Health

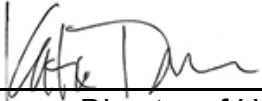
PURPOSE: To amend the budget of the Springfield-Greene County Health Department for Fiscal Year 2021-2022 in the amount of \$8,000,000 to appropriate funds from the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide critical services, staffing, supplies, and support for operations for the COVID-19 response of the City not covered by other federal sources.

BACKGROUND INFORMATION: During the COVID-19 Response, the Springfield-Greene County Health Department ("SGCHD") has worked diligently to provide laboratory testing, disease investigations, contact tracing, vaccination opportunities/education, and information to the public, as well as to coordinate response efforts with national, state, regional, and local agencies. As it appears that the fight against COVID-19 will be longer than initially anticipated, due to low vaccination rates and the spread of variants, additional funds are crucial to continue and scale the response to this changing disease.

The City received \$40,276,290 in Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 ("ARPA"), from the U.S. Department of the Treasury. This Council bill would appropriate \$8,000,000 of those funds to support the SGCHD in continuing to provide critical services, staffing, supplies, and support for operations needed to scale the City's fight against COVID-19.

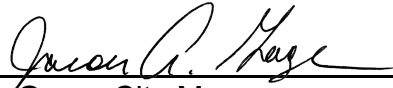
The Council ARPA Review Committee met on July 28, 2021, and voted to recommend to City Council that \$8,000,000 of the City's ARPA funds be appropriated to the SGCHD for the purposes described in this council bill.

Recommended by:



Katie Towns, Director of Health

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
010

Revenues:

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

Expenditures:

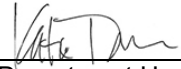
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22520	11	50010	500110	000000	00000	\$ 4,000,000	Staffing
22520	11	50010	504580	000000	00000	4,000,000	Supplies and Services
Net Expenditure Adjustment						\$ 8,000,000	

Fund Balance Appropriation:

Fund	Title	Amount
22520	US Department of the Treasury Fund	\$ (8,000,000)

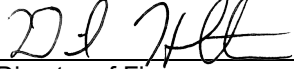
Explanation: To amend the FY2021-22 budget by appropriating the American Rescue Plan Act fund balance to the Springfield-Greene County COVID-19 response for staffing, supplies and services.

Requested By:


Department Head

8/4/21
Date

Approved By:


Director of Finance

City Manager

8/4/21
Date

Date

Authorization:

Council Bill No. 2021-203
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 21
Filed: 08-03-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 204

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget of the City of Springfield for Fiscal Year 2021-2022 in the
2 amount of \$290,000 for the purpose of approving expenditures from the
3 Commercial Street Tax Increment Financing Special Allocation Fund for
4 certain public improvement projects within the Commercial Street Tax
5 Increment Financing District; authorizing the expenditure of \$365,000
6 from previously-budgeted Public Works funds as cost-sharing for these
7 improvements; and amending the Capital Improvements Program to add
8 the funded projects.
9 _____

10
11 WHEREAS, the Commercial Street Historic District Strategy for Success was
12 approved by Council Resolution 7388 on February 6, 2006, and recommended the use
13 of Tax Increment Financing ("TIF") funding for redevelopment and revitalization in and
14 around Commercial Street; and
15

16 WHEREAS, the Commercial Street TIF Plan ("Plan") approved by Special
17 Ordinance 25373 on April 7, 2008, established a process to fund and implement public
18 improvements within the TIF District; and
19

20 WHEREAS, the Plan outlines projects for which Commercial Street TIF funds
21 may be used and provides for annual input from stakeholders to assist the City in
22 prioritizing projects; and
23

24 WHEREAS, this year's annual stakeholder meeting was held on June 15, 2021,
25 and an online survey was conducted from June 15, 2021, through June 29, 2021, a
26 summary of which is attached as "Exhibit A"; and
27

28 WHEREAS, based on the input received at the June 15, 2021, meeting and
29 through the online survey, City staff recommends that City Council approve
30 expenditures from the Commercial Street TIF Special Allocation Fund in the amount of
31 \$290,000 to fund certain public improvement projects; and
32

33 WHEREAS, City Council now desires to allocate \$290,000 from the Commercial

34 Street TIF Special Allocation Fund and \$365,000 from previously-budgeted Public
35 Works funds as cost-sharing for these public improvements in the Commercial Street
36 TIF District; and
37

38 WHEREAS, City Council desires to amend the 2021-2026 Capital Improvements
39 Program (CIP) by adding these public improvement projects in the Commercial Street
40 TIF District to the CIP.
41

42 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
43 SPRINGFIELD, MISSOURI, as follows, that:
44

45 Section 1 – City Council hereby authorizes the expenditure of funds from the
46 Commercial Street TIF Special Allocation Fund in the amount of \$290,000 and, as the
47 City's share of costs, the expenditure from Public Works funds in the amount of
48 \$365,000, to fund the following public improvement projects in the Commercial Street
49 TIF District, with costs not to exceed the stated amounts.
50

- 51 a. \$5,000 for Directional Signage to direct citizens and visitors to the district
52 and public parking lots. Signs to be produced by the City Sign Shop.
- 53 b. \$130,000 TIF Funds and \$195,000 previously-budgeted Public Works
54 funds for Public Lot No. 1 Public Parking Improvements, including
55 redesign, repaving, lighting, landscaping, and irrigation.
- 56 c. \$100,000 TIF Funds and \$170,000 previously-budgeted Public Works
57 funds for Public Lot No. 2 Public Parking Improvements, including
58 redesign, repaving, lighting, landscaping, and irrigation.
- 59 d. \$30,000 for Public Art Sculptures, including purchasing or commissioning
60 of two permanent pieces and sponsoring of two rotating/temporary pieces
61 for multiple years.
- 62 e. \$15,000 to develop a Footbridge Plaza schematic design for upgrades to
63 the public plaza to consider upgrades to hard surfaces, landscaping,
64 lighting, and installation of a sound system.

65 Section 2 – A budget adjustment for said Special Allocation Fund is hereby
66 submitted for Fiscal Year 2021-2022, in the accounts and in the amounts as shown on
67 Budget Adjustment No. 011, a copy of which is attached hereto and incorporated by
68 reference as "Exhibit B."
69

70 Section 3 – The City Manager is hereby directed to cause the appropriate
71 accounting entries to be made in the books and records of the City to reflect the budget
72 adjustment described in "Exhibit B."
73

74 Section 4 – City Council hereby amends the CIP by adding a description of these
75 public improvements in the Commercial Street TIF District, as set forth in "Exhibit C"
76 which is attached hereto and incorporated by reference, to the 2021-2026 CIP.
77

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

80
81 Passed at meeting: _____

82
83 _____
84 Mayor

85
86 Attest: _____, City Clerk

87
88 Filed as Ordinance: _____

89
90
91 Approved as to form: Jill Burris, Assistant City Attorney

92
93
94 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-204

FILED: 08-03-21

ORIGINATING DEPARTMENTS: Economic Vitality and Public Works

PURPOSE: To amend the budget of the City of Springfield for Fiscal Year 2021-2022 in the amount of \$290,000 for the purpose of approving expenditures from the Commercial Street Tax Increment Financing ("TIF") Special Allocation Fund for certain public improvement projects within the Commercial Street TIF District; and amending the Capital Improvements Program to add the funded projects.

BACKGROUND INFORMATION: The Commercial Street Historic District Strategy for Success was accepted by Council by Resolution 7338 on February 6, 2006. The Strategy recommended use of TIF for sustained redevelopment and revitalization. Council directed city staff to prepare a TIF Redevelopment Plan for the area.

City Council approved the Commercial Street TIF Plan by Special Ordinance 25373 on April 7, 2008. The purpose of the Plan is to establish a process by which public improvements within the area will occur and establish a process and reason for redevelopment to occur. The basic philosophy behind the Plan was that public investment in key projects would provide incentive for sustained private investment and redevelopment in the area.

The Plan outlines the projects the TIF funds may be used for and the process by which funds captured by the TIF may be expended. First, the plan requires that an annual public meeting with Commercial Street property owners, business owners, and residents be held, in which City staff provides the Special Allocation Fund balance and makes recommendations for projects based on funding available. At the same meeting, the stakeholders review the material and identify their priorities. After this meeting, City staff finalizes the recommendation to City Council considering stakeholder input, project priorities, feasibility of projects, and the nature of financing. City Council will make an annual decision regarding expenditure of the Special Allocation Fund.

REMARKS: City staff held a public meeting on June 15, 2021, to gather input from Commercial Street property owners, business owners, and residents prior to making these recommendations. An online survey was also conducted from June 15, 2021 through June 29, 2021. A summary of the meeting and survey input is attached as Exhibit A.

Based on stakeholder input from previous years, City staff presented a slate of proposed projects at the public meeting to be funded by TIF funds collected to date.

Staff Recommendations: Based on the input received at the Commercial Street TIF public meeting on June 15, 2021, and survey results thereafter, City Staff recommends that City Council approve expenditures of the TIF Special Allocation Fund in the amount

of \$290,000 and 1/4-cent Sales Tax, General fund and Transportation funds from the budget of the Public Works Department funds in the amount of \$365,000, for a total of \$655,000 for the following projects:

- Directional Signage \$5,000
 - a. To direct citizens and visitors to the district and public parking lots. Signs to be produced by the City Sign Shop.
- Public Parking Improvements including redesign, repaving, lighting, landscaping, and irrigation.
 - b. Public Lot No. 1: \$130,000 TIF Funds and \$195,000 City Public Works (Previously Budgeted 1/4 Cent Sales Tax, General & Transpiration Funds)
 - c. Public Lot No. 2: \$100,000 TIF Funds and \$170,000 City Public Works (Previously Budgeted 1/4 Cent Sales Tax, General & Transpiration Funds)
- Public Art Sculptures \$40,000
 - d. Purchase or commission two permanent pieces and sponsor two rotating/temporary pieces for multiple years.
- Footbridge Plaza Schematic Design \$15,000
 - e. Develop schematic design for upgrades to the public plaza to consider upgrades to hard surfaces, landscaping, lighting, and installation of a sound system.

In total, staff recommends projects to be completed with a cost of \$655,000 (\$290,000 TIF plus \$365,000 Public Works Funding (previously budgeted from a combination of 1/4 Cent Sales Tax, General Fund and Transportation Funds)), as well as to proceed with the design and construction of gateway elements at cost of \$150,000 previously approved by Special Ordinance 27265 in January 2020. These funding approvals will commit all but \$199,500 of the available funds in the TIF Special Allocation Fund. The uncommitted balance was \$489,500 as of June 30, 2021.

City staff plans to hold the next Commercial Street TIF stakeholder meeting in Summer 2022 to provide an update on the funded projects and recommendations for future projects. Public Works and Economic Vitality staff will coordinate with Commercial Street stakeholders on design of all funded projects.

Submitted by:

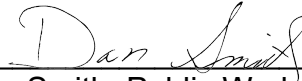


Olivia Hough, Senior Planner

Recommended by:



Sarah Kerner, Director
Economic Development



Dan Smith, Public Works Director

Approved by:



Jason Gage, City Manager

Commercial Street TIF District

Summary of Annual Public Input June 15, 2021 Meeting & Online Survey



A public meeting was held on Tuesday June 15, 2021, from 5:00 to 6:30 PM, at White River Brewing Company, located at 505 West Commercial Street, to provide information and receive input on the Tax Increment Financing Special Allocation Fund and potential future projects for the Commercial Street Tax Increment Financing (TIF) District. Approximately 30 people attended the meeting based on an informal head count and 23 people signed the attendance sheet. In addition, six City Staff attended and two local media reporters. An online survey was also made available from June 15th through June 29th.

Summary of Key Results of Public Input:

- Parking Improvements were clearly determined to be the highest priority project based on input received.
- Following parking improvements, the second highest priority project was Directional Signage, followed by Public Art and Footbridge Plaza Improvements.
- Previously approved District Gateways remain a priority and a considerable majority (77%) of survey respondents, would like to continue to dedicate TIF funding to this project and proceed with implementation.
- Many favorable comments were received for proposed projects as well as additional recommendations for future projects.

Public Notification

A Meeting Notice was emailed to the Commercial Club, the Community Improvement District, and the local Merchants' Group for distribution via the C-Street website, printed flyers and email. The City's Public Information Office posting meeting information via social media and issued a press release on June 8th resulting in local news media coverage on the morning of the meeting encouraging the public to attend: <https://www.ky3.com/video/2021/06/15/city-springfield-encourages-community-attend-commercial-street-tif-redevelopment-plan-meeting/> Reporters from KY3 News and the News-Leader attended the meeting. The meeting notice was posted with the City Clerk two weeks prior and sent to members of City Council.

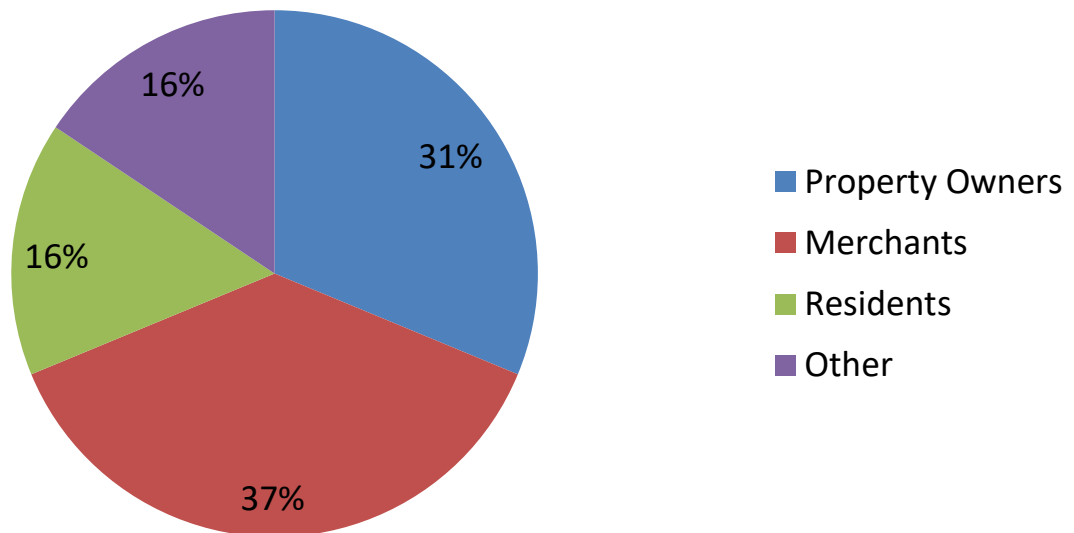


Meeting Format

The meeting format consisted of a presentation by City of Springfield Economic Development Director, Sarah Kerner and Senior Planner Olivia Hough. Background information was provided about how TIF works, the Commercial Street Redevelopment Plan and prioritized projects listed in the Plan. The trends and status of the Special Allocation Fund were discussed including the current balance as of the meeting date of **\$680,522 with unallocated funds available in the amount of \$489,519**. Staff presented options for use of TIF funds and solicited feedback via project boards on display to determine preferences for allocating funds. Information was also provided on the status of current City projects including the Jefferson Avenue Footbridge restoration, repaving of Commercial Street, and recently completed projects including alleyways and local business incentive loans and grants. A copy of the presentation and an online survey was made available at www.springfieldmo.gov/ecodev Staff engaged with the attendees following the presentation, answered questions and discussed proposed projects.



Meeting Attendance



Summary of Public Meeting Comments

Participants were asked to provide input on future project options for expending TIF revenues. The following is a summary of comments received at the meeting.

The consensus is that existing TIF funds should be committed to the projects recommended by staff.



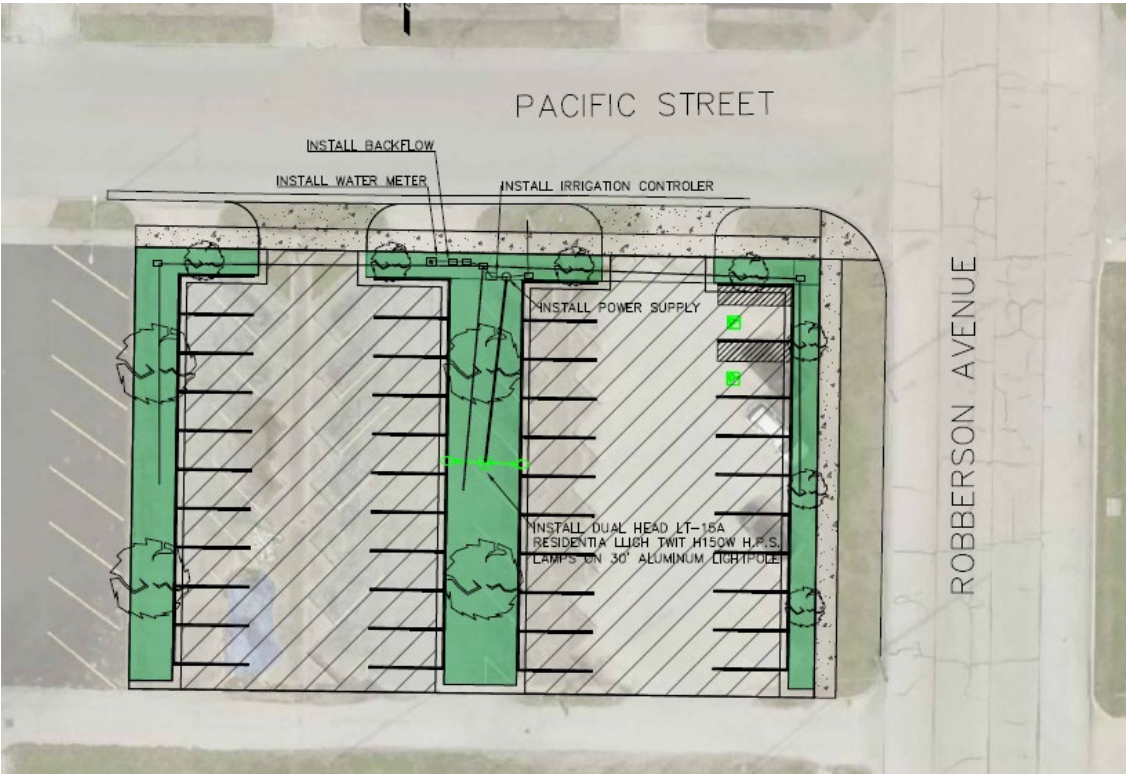
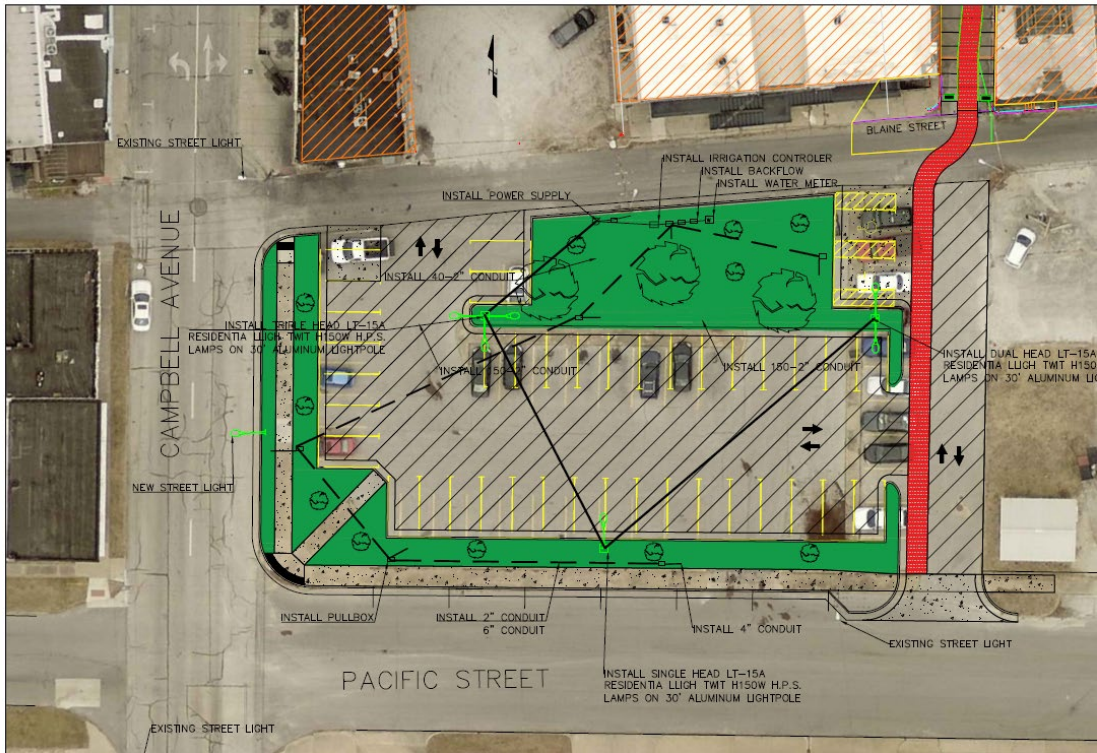
Staff Recommended Projects:

Directional Signage: Signage is needed to direct citizens and visitors to the Commercial Street area and public parking lots. Recommendations are for posting signage at major streets outside the district. Design should be graphically consistent with other roadway signage, but the logo and color distinctive. The city's sign shop can produce signs at a reasonable cost. All comments received at the meeting (a total of 12 written and several verbal) and survey responses have been in support of this project. An example sign is shown right.



Parking Improvements: Concepts for improving Public Parking Lots No. 1, located at Campbell and Pacific, and No. 2, located at Roberson and Pacific, were presented. The scope would include redesign, repaving, lighting, landscaping, irrigation. Improvements would be funded through a 60/40 City/TIF cost share. This was determined to be the highest priority project for TIF funding by

the public. All comments were in support of this project. There were a couple of recommendations for combining public parking with an adjacent privately owned (Victory Mission) lot, and a question about where dumpsters should be located on Public Lot No. 1 at Campbell and Pacific. Draft concepts are pictured below.



Public Art Sculpture: Investment in public art has been a tradition for C-Street. The recommendation is to sponsor two rotating/temporary sculptures and purchase or commission two permanent pieces. Comments were all in favor apart from one comment stating they thought parking was a higher priority. There was a suggestion to also including sculpture in the Moon City district and along the Boonville corridor connecting to downtown. One person was more in favor of rotating sculptures and another more in favor of purchasing permanent pieces.



Footbridge Plaza Improvement Design: With the pending renovation of the Jefferson Avenue Footbridge, a design refresh of the adjacent plaza was proposed. The scope would include schematic design for upgrades to hard surfaces, landscaping, lighting, and the addition of a sound system. All comments were in support with a few questions posed. The following written comments have been received:

- Yes! Activate the plaza for a variety of uses (not just Farmers market).
- Consider timeline to correlate with Footbridge Restoration
- Yes, yes, yes. Keep as community gathering space.
- Sound system!
- What about a sound barrier for trains?
- I think this money would be wisely spent on this area. It would be nice if it were easier to utilize.
- I think the City should give the lease for this area to the CID or other organization
- How would it be managed?
- Who would be able to utilize the space?
- Who in charge of the sound system and where would it be stored?

Future Commercial Club Building Renovation: Due to high construction cost, this was presented as a future funding priority for consideration. The Commercial Club Building, located at 299 E Commercial, needs upgrades for ADA compliance, an HVAC system, elevator, and interior renovations to restrooms and meetings spaces to make it functional for public use. Renovation could provide meeting space for all the C-Street groups, public restrooms for special events, and preservation and activation of a contributing structure to the historic District. All comments received were in support of considering this in the future with some recommendations for phasing the improvements over time, cost sharing with other public funds, or financing through the City. This will be revisited at the next annual TIF meeting.



District Gateway Signage: Gateways, were previously approved for TIF funding following the 2019 public meeting, and per City Ordinance No. 27265. However, since the project was delayed due the pandemic and some mixed comments were received from stakeholders recently, this project was revisited for public input. The goal of gateways is to provide welcome entrances to the district to emphasize the vibrant, artistic, and welcoming atmosphere of the Historic District. 10 written comments were received and some verbal. The majority were in support, but a couple of people felt the funds would be better spent elsewhere, one person thought it was a waste of funds, and some expressed gateways as a lower priority compared to parking. 77% of survey respondents supported gateways.

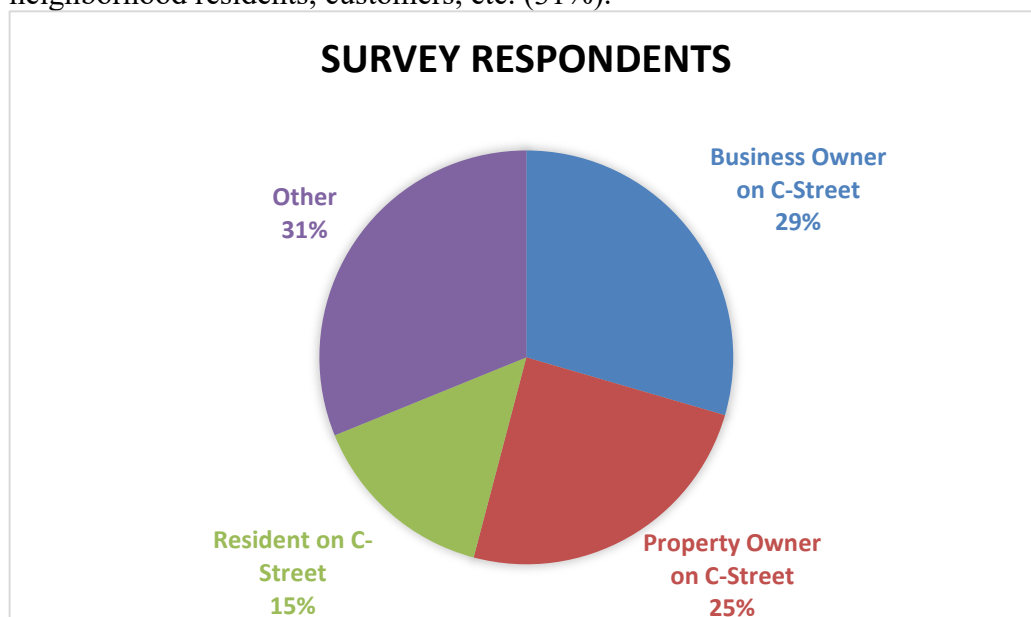
Other Projects: A blank board was available to write comments and the following were received:

- Improvements to railway underpasses at Grant and Washington to make them safer and more welcoming – 3 post its about this
- Open the Footbridge – 2 post its.
- Public Restrooms! Yes! Yes! Yes!
- Blaine Street – 2 post its recommending improvements
- Make 11' clearance for the underpasses
- Provide lighting and signage at Blaine similar to Robberson Alley downtown – another post-it said they agree to this because most people arrive from the south
- Ensure north end of Footbridge is beautiful, well lit and include landscaping and fencing
- I think gateways are extremely important especially from the south
- Reduce gateway spending – do not spend \$150K on gateways
- West end improvements ie; sculpture, lighting in alley's, better landscaping
- Acquire commercial parking at Victory Mission and combine with public lot.
- Parking Lot signage for walkers

Results of Online Survey

An online survey, hosted by Survey Monkey, was made available from June 15th through June 29th to allow for a larger number of respondents than those who were only able to attend the public meeting. The survey was emailed to the Commercial Street ForwardSGF Advisory Committee which includes representatives from the CID, Commercial Club, Merchants Organization, residents, property owners, businesses, and Planning and Zoning who were asked to help distribute it to the larger C-Street community. A link to the survey was posted on the City's website at <https://www.springfieldmo.gov/edodev> and this link was also provided in the press release and the presentation at the public meeting on July 15th. The survey could be completed via a smartphone, tablet, or computer.

63 survey responses were received. This is a high response rate considering there are approximately 100 buildings in the TIF district. Respondents included business owners (30%), property owners (25%), residents (15%) and others such as district employees, farmers market vendors, nearby neighborhood residents, customers, etc. (31%).



Survey respondents were asked to rank potential projects and the results are as follows in priority order:

Priority #1 Parking Improvements was the clear top priority with 69% selecting this as the highest priority and 15% selecting it as the second highest priority, making it 85% of peoples #1 or #2 choice for TIF spending.

Priority #2 Directional Signage was the second most popular project with 37.5% selecting it as their second priority project.

Priority #3 Public Art was the third overall priority and ranked close to directional signage with 25% selecting it as their second priority and 23% as third priority.

Priority #4 Footbridge Plaza was the fourth priority although 38% selected it as their 3rd priority and 18.9% as fourth priority and 12% as second priority.

Priority #5 Other Projects: 18 respondents chose to write in a project not listed in the survey for prioritization. These projects primarily included additional parking projects, Blaine Street improvements, upgrades to underpasses, and other image enhancement and transportation ideas. Its important to note that only projects listed in the TIF Redevelopment Plan may be funded.

Priority #6 Commercial Club Building: 35% selected this as their fourth priority and 30% selected it as their fifth priority. With an estimated cost of \$2 million, there are currently not enough funds to undertake this project, which would require saving for the future or another financing strategy.

District Gateway Signage: The survey also asked folks to weigh in on the previously approved district gateway signage since it has been two years and the project was delayed due to the pandemic. 77% of respondents were in favor of proceeding with the district gateways.

TIF Schedule and Next Steps

The following are the next steps in the process:

1. Staff will make a formal recommendation to City Council in August
2. City Council votes on allocation of funds following an open public hearing. Stakeholders may speak.
3. Staff implements projects as directed by City Council.
4. Next public meeting - Summer 2022

Recommendation #1
Directional signage

- Direct citizens and visitors to the Commercial Street area and public parking lots
- Posted on major streets outside the District
- Graphically consistent with other roadway signage, but logo and color are distinctive
- City sign shop can produce signs at reasonable cost
- **TIF funding: \$5,000**



Handwritten notes on sticky pads include: "YES YES DIRECTIONAL SIGNAGE", "YES!", "YES! YES! YES!", "Yes, many well > post", "Yes, please, do this. BEST", "YES! LOW COST INVESTMENT THAT HAS POTENTIAL TO GREATLY BENEFIT THE DISTRICT (MORE EMPLOYEES)", "NO BARRIER to SK, do the signage!", "Really think this is viable", and "to all people".

Staff Recommendation #2
Parking Improvements

Refurbish Public Parking Lot #1 at Campbell & Pacific (redesign, repave, lighting, landscaping, irrigation)

Estimated cost \$325,000

- Proposed 60/40 cost share
- City: \$195,000
- **TIF: \$130,000**



Handwritten notes on sticky pads include: "YES with Directional Signage Please use 60/40 split + Post", "YES!", "60/40 SPLIT GREAT", "Yes need parking", "Yes", and "YES! WHAT HAPPENS TO PRIVATE/BUSINESS DUMPSTERS WITH THIS PLAN THOUGH?".

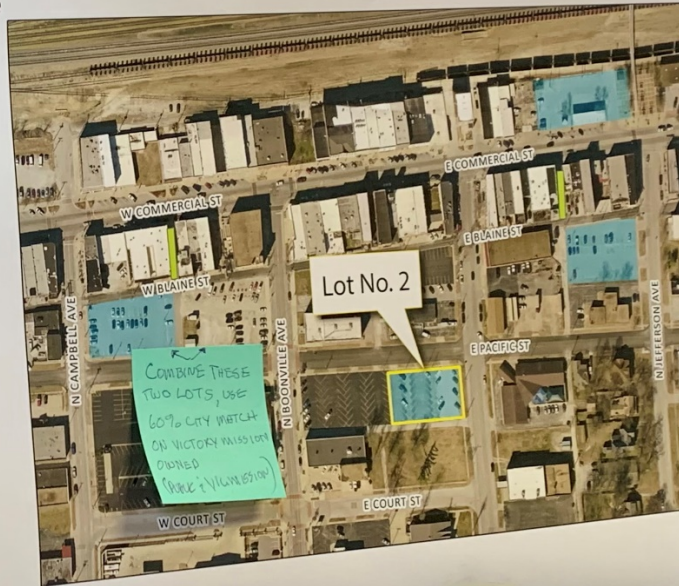
Parking Improvements

Refurbish Public Parking Lot #2

at Robberson & Pacific (redesign, repave, lighting, landscaping)

Estimated cost \$270,000

- ❑ Proposed 60/40 cost share
- ❑ City: \$170,000
- ❑ TIF: \$100,000



ACQUISITION & IMPROVEMENTS TO PRIVATE PARKING LOT EAST OF "LOT #1" (COMBINED LARGER PUBLIC LOT, SELL LOT #2?)

IMPROVE PARKING/PAVEMENT LOT. GREENSPACE LIGHTING. RESEPAVE

Valley > Parking
Parking > Valley

YES
YES
YES
YES
GO! 40/60

Staff Recommendation #3 Invest in Public Art

Sponsor 5 Sculpture Walk pieces for a year

(\$1,500 each x 5 = \$7,500)

Option to purchase (range \$2,000 - \$10,000 each)

Budget \$37,500

Coordinate with Sculpture Walk Springfield to identify locations

WORKING WITH SCULPTURE WALK IS IMPORTANT

Include Moon City
Make do something on north end of bridge - permanent

1ST EAST IN HISTORY
2ND PARKING AT DISTRICT AND BRIDGE #3
3RD ROAD

CONSIDER OFFERING GRANTS TO BUSINESSES TO FUND MURALS THROUGHOUT THE DISTRICT. ALSO LOVE THE SCULPTURE WALK CONCEPT

Yes
Art Walk
West End

DO NOT BUY SCULPTURES - ROTATE !!

BOONVILLE CORRIDOR AS SCULPTURE WALK - CONNECT UP 1 DOWN TOWN



with Moon City Art District, let's risk here, let's lead with Art on Court St. - Art Walk

Not interested in being part of Sculpture Walk / Commission piece

More Art Needs on West end

WEST END ART

Is Moon City INVOLVED IN Art Project? Should be.

Staff Recommendation #4 Footbridge Plaza Improvement Design

- Allocate design funds now; construction funds next year?
 - ▣ \$15,000 est.
- Fund sound system, lighting, new landscaping
- Construction to be completed in coordination with completion of Footbridge rehabilitation project.
- Combine TIF funds with City budget for restoring the property after construction

YES! ACTIVATE PLAZA FOR A VARIETY OF USES (NOT JUST FARMER'S MARKET). CONSIDER TIMELINE TO COORDINATE w/ FOOTBRIDGE RESTORATION!

YES, YES, YES
KEEPS COMMUNITY GATHERING SPACE

What about sound barrier for trains?

Yes!
Do this.

SOUND SYSTEM



Recommendation for the Future Commerical Club Renovation

- Could provide meeting space for all C-Street groups – ADA accessible
- AND provide public restrooms to be open for events
- Investment in contributing structure to Historic District
- City previously re-tuckpointed, repaired masonry and replaced roof.
- 2010 rehab estimate was \$1.3M – current construction prices are up significantly (could be north of \$2M)

Use for park
Yes

CONSIDER PHASED IMPROVEMENTS THAT CAN THEN BE PRIORITIZED. THIS MIGHT MAKE THIS GOAL MORE ATTAINABLE/AFFORDABLE.

Good idea - need a plan - 3-5 yrs?

Not a bad idea
But...
Not a bad idea
And...
Not a bad idea
(2015)

Yeah, can look at making basement accessible so wouldn't need an elevator - same

WHAT CAN BE DONE IN 2 STAGES? LOW PRIORITY

All in favor of this idea.
Why is this bldg not being used for other meetings or events?

Definitely think this should be pursued/planned



Please rank the potential project in order of which ones you are most likely to support beginning with #1 for the most likely, #2 for second most likely, and so on.

Average Rank	1	2	3	4	5	6
Option 2: Parking Improvements Refurbish Public Parking Lot No. 1 at Campbell and Pacific: redesign, repave, lighting, landscaping, irrigation as described in the TIF public meeting. Estimated cost: \$325,000 to be a 60/40 City/TIF cost share – City \$195,000/TIF \$130,000.						
1.67						
Refurbish Public Parking Lot No. 2 at Pacific and Roberson: redesign, repave, lighting, landscaping, irrigation as described in the TIF public meeting. Estimated cost: \$270,000 to be a 60/40 City/TIF cost share – City \$170,000/TIF \$100,000.						
Option 1: Directional Signage Direct citizens and visitors to the Commercial Street area and public parking lots. Posted on major streets outside the District. Graphically consistent with other roadway signage, but logo and color are distinctive. Estimated cost: \$5,000.						
3.13						
Option 3: Public Art Sponsor two rotating/temporary pieces in the district (\$1,500 each per year of sponsorship) and purchase or commission 2 permanent pieces (varies by piece, range \$2,000-10,000 each). Use unspent funds for additional years of sponsorship. Budget: \$40,000.						
3.3						
Option 4: Footbridge Plaza Allocate design funds now, and construction funds in the future. Consider upgrades to hard surfaces, landscaping, addition of a sound system, and lighting. Estimated cost for design work: \$15,000.						
3.44						
Option 6: Other Project						
4.17						
Option 5: Future Commercial Club Building Renovation Rehabilitation would include bringing the Commercial Club building into full ADA compliance for front entrance, installing an elevator, installing HVAC and a complete interior renovation to make it fully functional. These upgrades would allow for meeting space for all C-Street groups, public restrooms open for events and would be an investment to the Historic District. Estimated cost: \$2 million.						
4.36						

Data Table	Average Rank	1		2		3		4		5		6	
		Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent
Option 2: Parking Improvements Refurbish Public Parking Lot No. 1 at Campbell and Pacific: redesign, repave, lighting, landscaping, irrigation as described in the TIF public meeting. Estimated cost: \$325,000 to be a 60/40 City/TIF cost share – City \$195,000/TIF \$130,000.													
	1.67	27	69.23%	6	15%	1	2.56%	3	8.11%	1	2.78%	1	4.55%
Refurbish Public Parking Lot No. 2 at Pacific and Roberson: redesign, repave, lighting, landscaping, irrigation as described in the TIF public meeting. Estimated cost: \$270,000 to be a 60/40 City/TIF cost share – City \$170,000/TIF \$100,000.													
Option 1: Directional Signage Direct citizens and visitors to the Commercial Street area and public parking lots. Posted on major streets outside the District. Graphically consistent with other roadway signage, but logo and color are distinctive. Estimated cost: \$5,000.													
	3.13	3	7.69%	15	37.5%	7	17.95%	5	13.51%	6	16.67%	3	13.64%
Option 3: Public Art Sponsor two rotating/temporary pieces in the district (\$1,500 each per year of sponsorship) and purchase or commission 2 permanent pieces (varies by piece; range \$2,000-10,000 each). Use unspent funds for additional years of sponsorship. Budget: \$40,000.													
	3.3	3	7.69%	10	25%	9	23.08%	6	16.22%	6	16.67%	3	13.64%
Option 4: Footbridge Plaza Allocate design funds now, and construction funds in the future. Consider upgrades to hard surfaces, landscaping, addition of a sound system, and lighting. Estimated cost for design work: \$15,000.													
	3.44	3	7.69%	5	12.5%	15	38.46%	7	18.92%	6	16.67%	3	13.64%
Option 6: Other Project													
	4.17	2	5.13%	2	5%	4	10.26%	3	8.11%	6	16.67%	6	27.27%
Option 5: Future Commercial Club Building Renovation Rehabilitation would include bringing the Commercial Club building into full ADA compliance for front entrance, installing an elevator, installing HVAC and a complete interior renovation to make it fully functional. These upgrades would allow for meeting space for all C-Street groups, public restrooms open for events and would be an investment to the Historic District. Estimated cost: \$2 million.													
	4.36	1	2.56%	2	5%	3	7.69%	13	35.14%	11	30.56%	6	27.27%

Please rank the potential project in order of which ones you are most likely to support beginning with #1 for the most likely, #2 for second most likely, and so on. - Combined text data for Other & Dynamic Comment box



PLEASE SIGN IN

Commercial Street TIF Annual Public Meeting

Tuesday, June 15, 2021

Name	E-Mail Address	Property Owner	Merchant	Resident	Other
Irene Schaefer	schaef.1112@gmail.com	Y	Y	N	
BILL JACKSON	MACON249@yahoo.com	N		Y	
Karen Schaefer	kschaef.5869@gmail.com	Y	Y	N	
Marty Conoran	wild2weave@gmail.com	Y	Y	N	
Greg Johnson	gjohnson52@gmail.com	N	N	Y	
Will Wheeler	will-wheeler@blunt.servegrv	N	N	N	✓
Stacey Schneider	staceyell2@yahoo	Y	Y	N	
Ed & Katie Bolt Goetz	katiebolt3@hotmail	Y	N	X	
SAM SENDVICH	samsendvich@gmail.com	X		X	
Gregory Holman	gholman@gannett.com				✓
MARY COLLETTE	HISTORICFIREHOUSE@GMAIL.COM	X	X		
Andy Wells	dance@danewilliams.us	X	X	X	
Billie Jacoby	billjacoby@gmail.com	No	No	No	✓
James & Mary Kellett	kellettscript@gmail.com	No	No	No	
Stephanie Shadwick	SSHADWICK@NFORMARC.COM	NO			X
PADEL L. CHAMBERS	pchambers@nformarc.com	NO			



PLEASE SIGN IN

Commercial Street TIF Annual Public Meeting

Tuesday, June 15, 2021

Name	E-Mail Address	Property Owner	Merchant	Resident	Other
Connie Hinds	CONNIE@TAMEPET.MAG.COM		✓		
Cindy Ussery	cindyuhoo73@gmail		✓		
Garrett Poffe	garrett.poffe@gmail.com		✓		
Lyle Q Foster	LFOST8@aol.com	✓	✓		
Bob Pickett	Blv.Styles52@gmail.com		✓		
MIRE CARLIE	MichaelCarlie@MissouriState.edu				So, SBF
Ryan Dock	ryandock@gmail	✓	✓		

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
011

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
43050	17	60010	504600	000000	00000	\$ 290,000	Commercial St TIF
Net Expenditure Adjustment						\$ 290,000	

Fund Balance Appropriation:

Fund	Title	Amount
43050	Commercial St TIF Fund	\$ (290,000)

Explanation: To amend the FY2021-22 budget by appropriating Commercial Street TIF fund balance for projects in the established area.

Requested By:

Sarah Kerner 8/4/21
Department Head Date

Approved By:

DJ Hill 8/4/21
Director of Finance Date

Authorization:

Council Bill No. 2021-204
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

Targeted Infrastructure Improvements

Commercial Street RedevelopmentProject Number: **09-0036****Department:** Planning & Development**Estimated Remaining Cost and Yearly Spending Plan:** \$655,000

2022	2023	2024	2025	2026	2027	Beyond
\$ 655,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Project Description:

A Private/Public partnership to revitalize and redevelop the Commercial Street Redevelopment Area. Public investment for key public improvement projects will provide incentives for private redevelopment investment. Public projects will be financed by funds generated by the approved Tax Increment Financing (TIF) Redevelopment Plan. Private sector redevelopment will not include any funds generated through the TIF.

Proposed Funding Sources:

1/4-cent Capital Improvement Sales Tax	\$ 365,000
Tax Increment Financing	\$ 290,000

Comments:

Property owners, Businesses, and Residents in the area will have an opportunity to recommend priority projects to the TIF Commission and City Council on an annual basis. Implementation priority and schedule for public improvements will be determined each year dependent upon TIF revenues generated and project costs. Anticipated projects planned for 2021- 2023 include directional signage, commission of public art sculptures, design and improvements to the Footbridge Plaza, and public parking lot improvements, including design, paving, lighting, lighting and landscaping.

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 08-03-21

Sponsored by: Hosmer

First reading: _____

Second reading: _____

COUNCIL BILL 2021- 205

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fee Schedule for certain City services as provided in the Springfield
2 City Code by adding fees for the Enhanced Enterprise Zone economic
3 development incentive and amending the fees for the Industrial
4 Development Bond economic development incentive.
5 _____
6

7 WHEREAS, City Code Section 2-425 authorizes the City to charge various fees
8 in amounts contained on schedules adopted by ordinance and on file with the City
9 Clerk; and
10

11 WHEREAS, Enhanced Enterprise Zone ("EEZ") and Industrial Development
12 Bonds ("Chapter 100 bonds") are both economic development incentives that provide
13 property tax abatement for qualified projects; and
14

15 WHEREAS, no fee has ever been adopted for the use of EEZ, and the fees for
16 Chapter 100 bonds were previously set by ordinance; and
17

18 WHEREAS, fee studies have been conducted for EEZ and Chapter 100 bond
19 incentives to tie the fees to the cost of City staff time required to administer the fees,
20 and the fee study worksheet for these incentives is attached as "Exhibit A"; and
21

22 WHEREAS, staff for the Departments of Finance and Economic Vitality are
23 supportive of the new fees, which will more accurately reimburse the City for staff time
24 spent on these incentives.
25

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

29 Section 1 – City Council hereby amends the Fee Schedule for certain city
30 services by adding fees for EEZ and amending the fees for Chapter 100 bonds to the
31 proposed fees for EEZ and Chapter 100 bonds detailed in "Exhibit A," which is attached
32 and incorporated herein by reference. A copy of said "Exhibit A" shall be maintained on
33 file with the City Clerk pursuant to Section 2-425 of the City Code.

34
35 Section 2 – City officials are authorized to charge the fees shown in “Exhibit A.”

36
37 Section 3 – Any City-imposed fees or charges not specifically included in “Exhibit
38 A” shall remain unchanged.

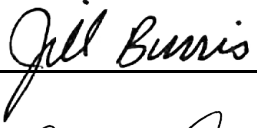
39
40 Section 4 – This Ordinance shall be in full force and effect from and after
41 passage.

42
43 Passed at meeting: _____

44
45 _____
46 Mayor

47
48 Attest: _____, City Clerk

49
50 Filed as an Ordinance: _____

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

54
55
56 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 205

FILED: 08-03-21

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To adjust the charges for municipal services as defined in the Springfield City Code by adding fees for the Enhanced Enterprise Zone economic development incentive and amending the fees for the Industrial Development Bond (Chapter 100) economic development incentive.

BACKGROUND INFORMATION: Enhanced Enterprise Zone ("EEZ") and Industrial Development Bonds ("Chapter 100 bonds") are both economic development incentives that provide property tax abatement for qualified projects. No fee has ever been adopted for the use of EEZ, and the fee for Chapter 100 was previously set by ordinance as a flat fee plus a graduated scale tied to the size of the project. Fee studies have been conducted for both incentives to tie the fee to the cost of city staff time required to administer the fees. The fee study worksheet is attached as "Exhibit A." The fees would be effective upon passage and will be revisited periodically as a normal part of the annual fee study review.

REMARKS: The new Chapter 100 fee will reflect a significant decrease in costs, especially for larger projects. The new EEZ fee is still a minimal cost compared to the potential benefit and should not present a burden to applicants. Finance and Economic Vitality staff are supportive of the new fees which will more accurately reimburse the City for staff time spent on these incentives.

Submitted by:



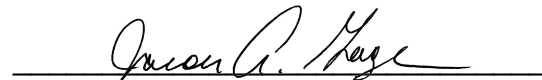
Sarah Kerner, Director of Economic Development

Recommended by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

Exhibit A

Charges for Services Economic Vitality

Service Description	Current Status Based on FY 20-21 Data				
	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated
Enhanced Enterprise Zone (EEZ)					
Administrative Approval - Initial Application (All)	\$0	\$251	0%	0	\$0
Admin. Renewal - (Service Based Businesses)	0	207	0%	0	0
City Council Approval Required	0	555	0%	0	0
Totals					\$0

Service Description	Proposed Fees for FY 20-21				
	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue
Enhanced Enterprise Zone (EEZ)					
Administrative Approval - Initial Application (All)	\$251	100%	100%	\$0	\$0
Admin. Renewal - (Service Based Businesses)	207	100%	100%	0	0
City Council Approval Required	555	100%	100%	0	0
Totals				\$0	\$0

Administrative Approval - Initial Application (All)

The Enhanced Enterprise Zone (EEZ) program encourages business development and job creation by granting property tax abatement to business enterprises that locate or expand within designated enhanced enterprise zones. Zone boundaries are established in conjunction with the Missouri Department of Economic Development and are based on areas of low income and high unemployment, the potential to create sustainable jobs in a targeted industry and the impact on local industry cluster development. The initial application fee includes staff time to review eligibility and ensure all information has been received from the applicant.

The initial application fee includes staff time to review eligibility and ensure all information has been received from the applicant.

Admin. Renewal - (Service Based Businesses)

The fee for renewal applies to service-based businesses that must prove that at least 51% of revenues come from out of state in order to maintain eligibility for the incentive.

City Council Approval Required

The fee for Council approval applies when applicants seek incentives in excess of those authorized by City Council for administrative approval, and specific Council approval for an incentive must be obtained.

Charges for Services
Economic Vitality

Service Description	Current Status Based on FY 20-21 Data				
	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated
Chapter 100 Industrial Development Bonds (Initial Fee)	\$1K/\$1M	\$2,687	NA	0	\$0
Chapter 100 PILOT Collection/Distribution (Annual Fee)	5,000	440	1136%	0	0
Totals					\$0

Service Description	Proposed Fees for FY 20-21				
	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue
Chapter 100 Industrial Development Bonds (Initial Fee)	\$2,687	100.0%	100%	\$0	\$0
Chapter 100 PILOT Collection/Distribution (Annual Fee)	440	100.0%	100%	0	0
Totals				\$0	\$0

<u>Chapter 100 Industrial Development Bonds (Initial Fee)</u>	Industrial Development Bonds issued pursuant to Chapter 100 RSMo. may be used to provide real and personal property tax exemption and to provide sales tax exemption on qualified purchases. The initial fee reflects the costs for city staff time involved with putting the incentive in place, including Council approval.
--	---

<u>Chapter 100 PILOT Collection/Distribution (Annual Fee)</u>	Industrial Development Bonds issued pursuant to Chapter 100 RSMo. may be used to provide real and personal property tax exemption and to provide sales tax exemption on qualified purchases. The annual fee reflects city staff time for calculating and billing the company for the annual PILOT payment, and distribution of the PILOTs to the taxing jurisdictions.
--	--

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 08-03-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 206

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget for the Department of Economic Vitality for Fiscal Year
2 2021-2022 in the amount of \$75,000 to appropriate a portion of the
3 General Fund carryover funds to finance a blight study and
4 redevelopment plan for the area within and surrounding the Grant
5 Avenue Parkway zoning district.
6
7

8 WHEREAS, the Grant Avenue Parkway District was added to the Springfield
9 Land Development Code, Article III, 'Zoning Regulations,' on June 28, 2021, by
10 Ordinance 6661; and
11

12 WHEREAS, approximately 72.33 acres of property generally located adjacent to
13 Grant Avenue between College Street and Catalpa Street was rezoned to Grant Avenue
14 Parkway District on June 28, 2021, by Ordinance 6662; and
15

16 WHEREAS, the goal of the Grant Avenue Parkway District is to promote
17 reinvestment and redevelopment along the Parkway and into the surrounding
18 neighborhoods; and
19

20 WHEREAS, Council requested an ordinance to provide funding for a blight study
21 and redevelopment plan for the area within and surrounding the Grant Avenue Parkway
22 District.
23

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

27 Section 1 – City Council hereby authorizes the expenditure of \$75,000 of General
28 Fund carryover funds to finance a blight study and redevelopment plan for the area
29 within and surrounding the Grant Avenue Parkway District.
30

31 Section 2 – The budget for the Department of Economic Vitality for Fiscal Year
32 2021-2022 is hereby amended in the accounts and in the amounts as shown on Budget

Adjustment No. 009, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 3 – City Council finds that the budget adjustment has been recommended by the City Manager.

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-206

FILED 08-03-21

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To fund a blight study and redevelopment plan for the area within and surrounding the Grant Avenue Parkway zoning district, by appropriating carryover fund balance and adjusting the budget of the Economic Vitality Department in the amount of \$75,000.

BACKGROUND INFORMATION: In November 2019, the City of Springfield received notice of award of a \$21 million federal Better Utilizing Investments to Leverage Development (“BUILD”) grant to develop a link between Downtown and the Wonders of Wildlife/Bass Pro Shops complex using Grant Avenue. Once complete, the project will include dedicated bike and pedestrian trails, complete street improvements to Grant Avenue, and increased activated greenspace through Springfield’s urban core.

Following a robust public input process with area residents, property owners, design professionals, and interested citizens, the Grant Avenue Parkway Corridor Plan, was adopted by City Council on March 16, 2021, by Special Ordinance 10565. Following the recommendations of the Plan, City Council adopted the Grant Avenue Parkway zoning district on June 28, 2021, by General Ordinance 6661.

The goal of the Grant Avenue Parkway Corridor Plan and Grant Avenue Parkway District is to promote reinvestment and redevelopment along the Parkway and into the surrounding neighborhoods. The regulations established in the Grant Avenue Parkway District ask more of the development community in delivering high-quality design that fosters a sense of place. In exchange, the regulations also provide for greater flexibility regarding what residents and business owners can do with their property, including a broader range of permitted uses and permitted height and density and provide for greater creativity in design.

The Budget Adjustment allocating carryover funds for this project is attached to the Council Bill as “Exhibit A.”

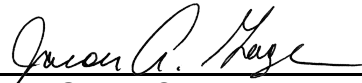
REMARKS: In recognition of the poor conditions of property along and surrounding the new Grant Avenue Parkway District, City Council member Richard Ollis requested an ordinance be prepared to provide funding for a blight study and redevelopment plan for the area within and surrounding the Grant Avenue Parkway District. The exact boundaries of any redevelopment plan developed for the area will be determined based on recommendations of the consultant hired to perform the blight study and identify those areas in and surrounding the GAP District that meet the definition of “blight” as defined in Missouri law.

Submitted and Recommended by:



Sarah Kerner,
Director of Economic Development

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
009

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	23	60210	508370	000000	00000	\$ 75,000	Other Charges - Design and Planning
Net Expenditure Adjustment						\$ 75,000	

Fund Balance Appropriation:

Fund	Title	Amount
10110	General Fund - Carryover	\$ (75,000)

Explanation: To amend the FY2021-22 budget by appropriating General Fund carryover funds for the funding of a blight study and redevelopment plan for the Grant Avenue Parkway zoning direct area.

Requested By:

Sarah Kerner
Department Head

8/4/21
Date

Approved By:

DD Hill
Director of Finance

8/4/21
Date

Authorization:

Council Bill No. 2021-206
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hmgs. _____
Pgs. 23
Filed 08-03-21

Sponsored by Lear

First Reading _____

Second Reading _____

COUNCIL BILL 2021-207

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 the owners of the property generally located at 2235 West Kingsley
3 Street known herein as the Fieldhouse Facility Project, to purchase
4 the real property and improvements at this location, said property to
5 be purchased with the Special Obligation Improvement Bonds,
6 Series 2021, which is requested of City Council in companion
7 Council Bill 2021-208 with the appropriate budget adjustment
8 requested in said companion council bill; and authorizing certain
9 other documents and actions in connection therewith; and declaring
10 an emergency.
11
12

13 WHEREAS, City Council will hear companion Council Bill 2021-208, requesting
14 approval to pursue Special Obligation Improvement Bonds, Series 2021, for the
15 purchase of the property described herein and described in said companion council bill,
16 commonly known as the Fieldhouse Facility Project, and with an appropriate proposed
17 budget amendment from the bond proceeds for Fiscal Year 2021-2022, which has been
18 approved and recommended by the City Manager and the Director of Finance.
19

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

23 Section 1 – City Council hereby approves the purchase of the real property and
24 improvements generally located at 2235 West Kingsley Street, to become part of the
25 Springfield-Greene County Park Board’s countywide park system, and more particularly
26 described in “Exhibit A,” which is attached hereto and incorporated herein by reference.
27

28 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
29 a Contract for Purchase of Real Estate substantially in the form and content as that
30 agreement attached hereto and incorporated herein by reference as “Exhibit B,” and to
31 do all things necessary, including the execution of contracts, as approved by the City
32 Attorney or her designee, in order to carry out the intent and purpose of this Ordinance
33 and said contracts.
34

35 Section 3 – City Council finds and declares that this Ordinance constitutes an
36 emergency because it pertains to the immediate preservation of public peace, property,
37 health and safety, and therefore this Ordinance shall be in full force and effect
38 immediately after its passage.

39
40 Passed at meeting: _____

41
42 _____
43 Mayor
44

45 Attest: _____, City Clerk
46

47 Filed as Ordinance: _____
48

49
50 Approved as to form: _____, Assistant City Attorney
51

52
53 Approved for Council Action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-207

FILED: 08-03-21

ORIGINATING DEPARTMENT: Parks

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the owners of the property located at 2235 West Kingsley Street, Springfield, MO, known herein as the Fieldhouse Facility Project, to purchase the real property and improvements at this location, said property to be purchased with the Special Obligation Improvement Bonds, Series 2021, which is requested of City Council in companion Council Bill 2021-208, with the appropriate budget adjustment requested in said council bill; and authorizing certain other documents and actions in connection therewith, and declaring an emergency.

BACKGROUND INFORMATION: A very unique opportunity presented itself when the owners of the Fieldhouse Sportscenter ("Fieldhouse") approached the City and Park Board in January about potentially purchasing the Fieldhouse to become part of the Springfield-Greene County Parks System as an indoor athletic facility. This 46,000 square-foot facility is located at 2235 West Kingsley Street (in the Chesterfield Park corridor), has convenient access from James River Freeway, Kansas Expressway and Republic Road, and features four full-size, hard-wood floor gymnasiums with full bleacher seating. This facility specializes in basketball and volleyball tournament play and leagues while also hosting pickleball, wrestling, instructional clinics, swap meets and craft festivals. It also features a full-service concessions kitchen with grill, four meeting/conference rooms, offices, parking for 344 vehicles, storage, and room for additional expansion. These amenities would allow the Park Board and its Sports Division to better serve the demand for indoor athletic leagues and recreational play while also allowing for weekend tournament play. Most importantly, this acquisition ensures that the facility remains a public indoor sports facility available to community families and youth athletes – the only one currently operating in Springfield. A formal appraisal was obtained for this facility and valued the property at \$8,000,000. The owners have a very strong interest in keeping this facility as an indoor sports operation available to the community and have discounted the purchase price to \$6,000,000 to assist the City/Parks with its acquisition, which represents a significant \$2,000,000 donation on their part.

The funding for the purchase of the property described as the Fieldhouse Facility Project and the associated budget adjustment is set-out in companion Council Bill 2021-208.

This Ordinance is presented as an emergency under Section 2.12(3) of the City Code of Springfield as it relates to the payment of expenses of City government. City Council is not expected to vote on this Ordinance immediately after the first reading. The Ordinance is presented as an emergency bill to allow changes to the Ordinance and/or

purchase agreement, if needed, after the first reading and prior to final approval by City Council.

Recommended by:

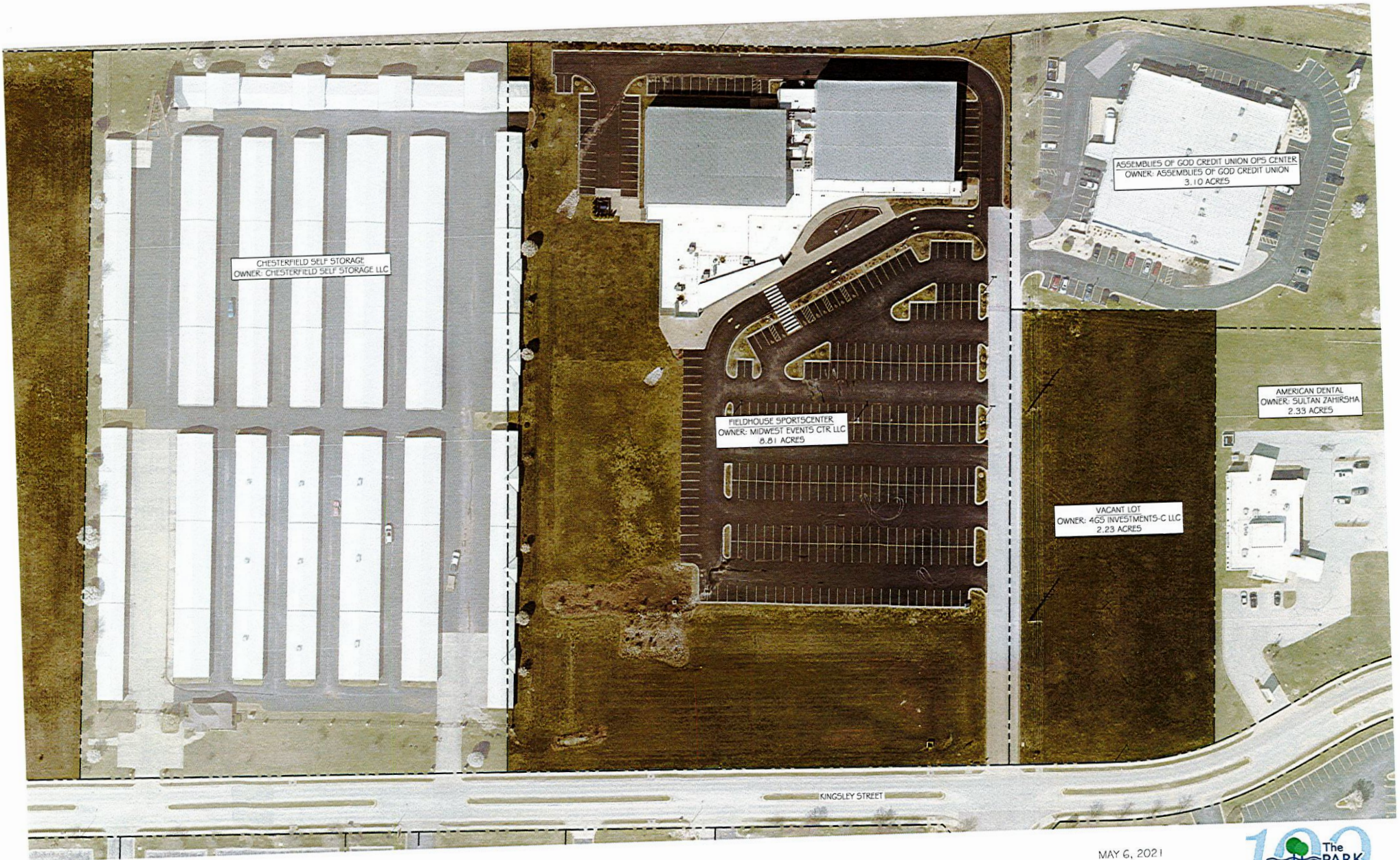


Bob Belote, Director of Parks

Approved by:



Jason Gage, City Manager



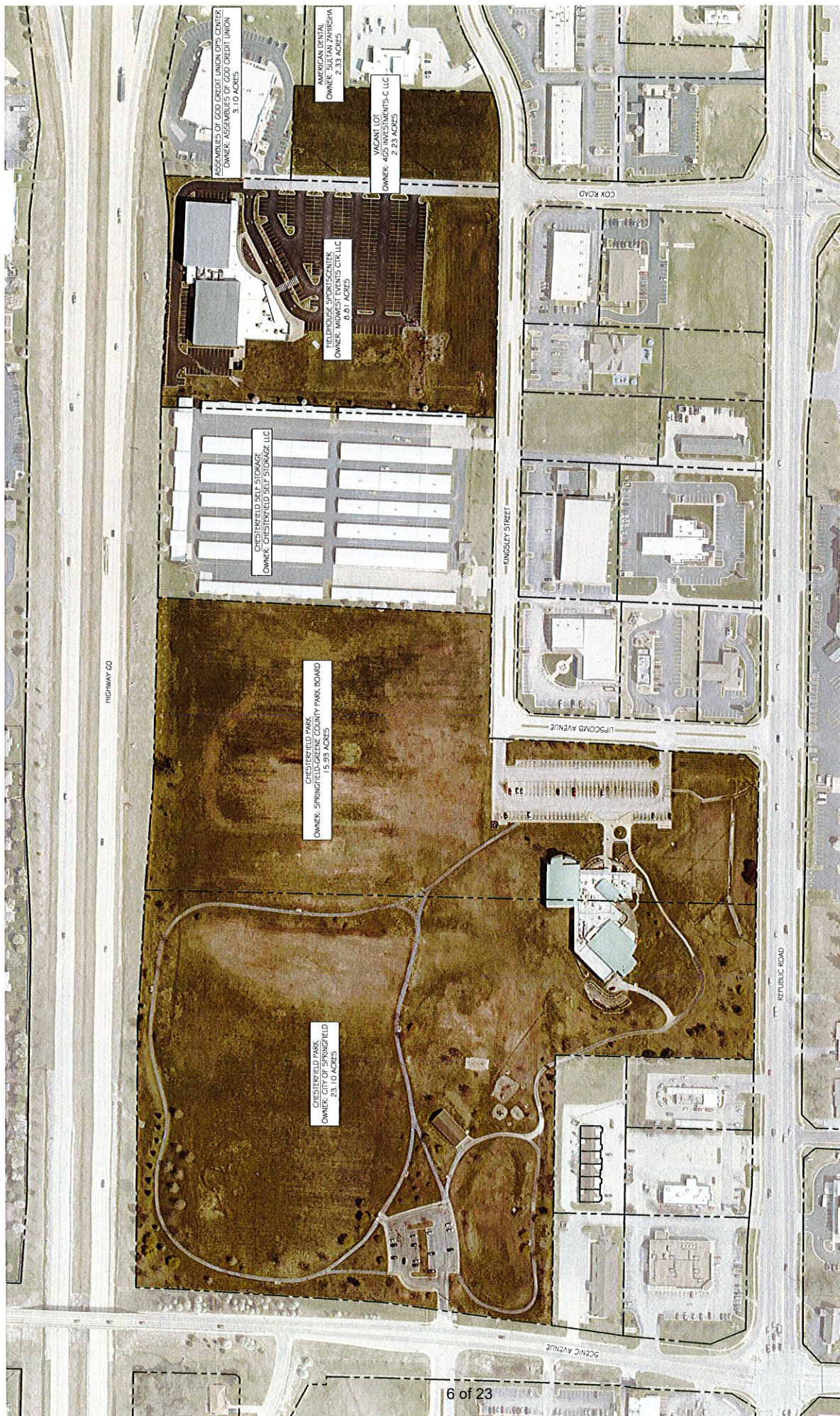
*FIELDHOUSE SPORTSCENTER
PROPERTY EXHIBIT*

Exhibit 1

MAY 6, 2021

1"=40'-0"
0 20 40 60





CHESTERFIELD PARK PROPERTY EXHIBIT

MAY 6, 2021



The Fieldhouse Sportscenter

A Case Study for Prospective Park Board Acquisition



1

The Fieldhouse Sportscenter Indoor Athletic Facility



- Owners (Dr. Craig & Kristen Naugle) approached the City and Park Board this past January regarding a possible purchase scenario.
- In conjunction with City Manager's Office and Park Board, Parks staff have been performing due diligence on the facility since that time.
- Facility located at 2235 W. Kingsley Street (in Chesterfield Park corridor). Very convenient access from James River Freeway, Kansas Expressway and Republic Road.
- Opened in 2013, facility and operation have solid reputation in indoor sports tournament circles, attracts visiting teams from other communities.

2

Fieldhouse Sportscenter – Background Specifics

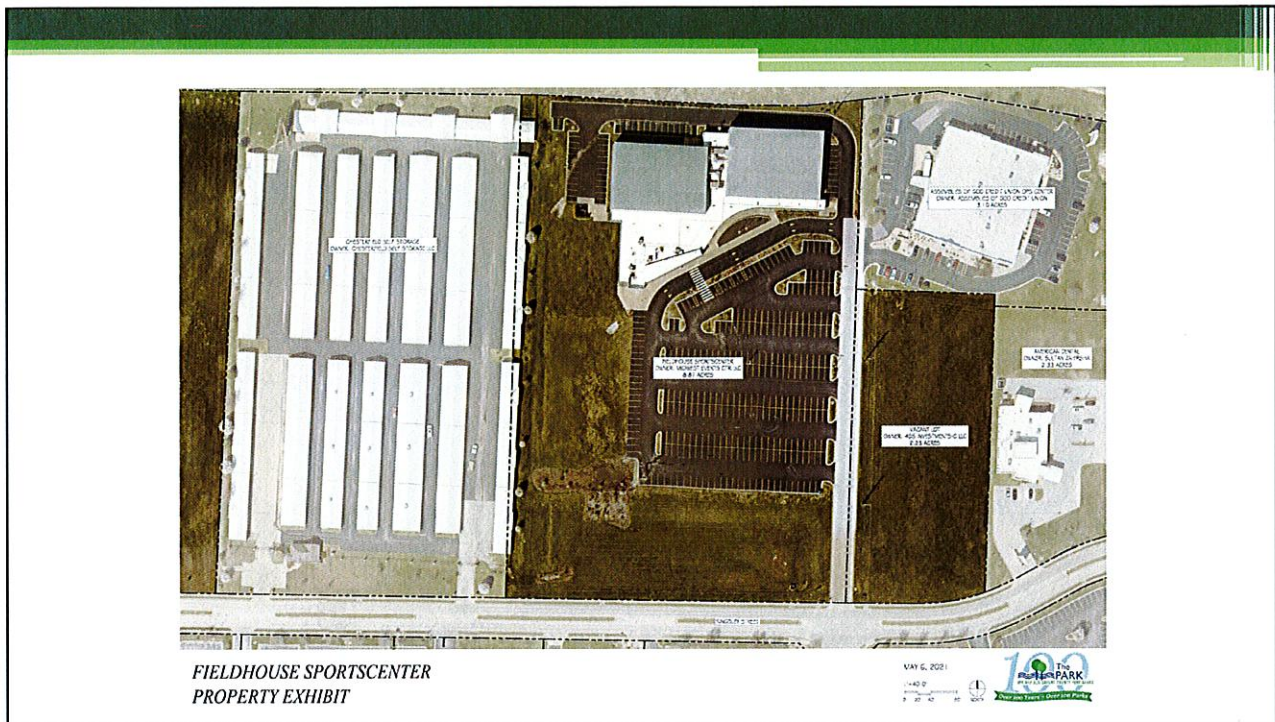
- 46,000 square-foot facility, featuring four full-size gyms with bleacher seating.
- For 2019, over 400,000 individuals came through the facility. Hosted 1,319 teams with approx. 11,000 games played. Even in 2020 year, still had 934 active teams.
- Specializes in basketball & volleyball tournament play and leagues, but also hosts pickleball, wrestling, instructional clinics, swap meets, craft festivals, etc.
- Facility also features large lobby w/arcade area, full-service concessions kitchen w/grill, four meeting/conference rooms, offices, parking for 344, ample storage.
- Privately-owned but available to the public (teams/individuals can rent time).

3

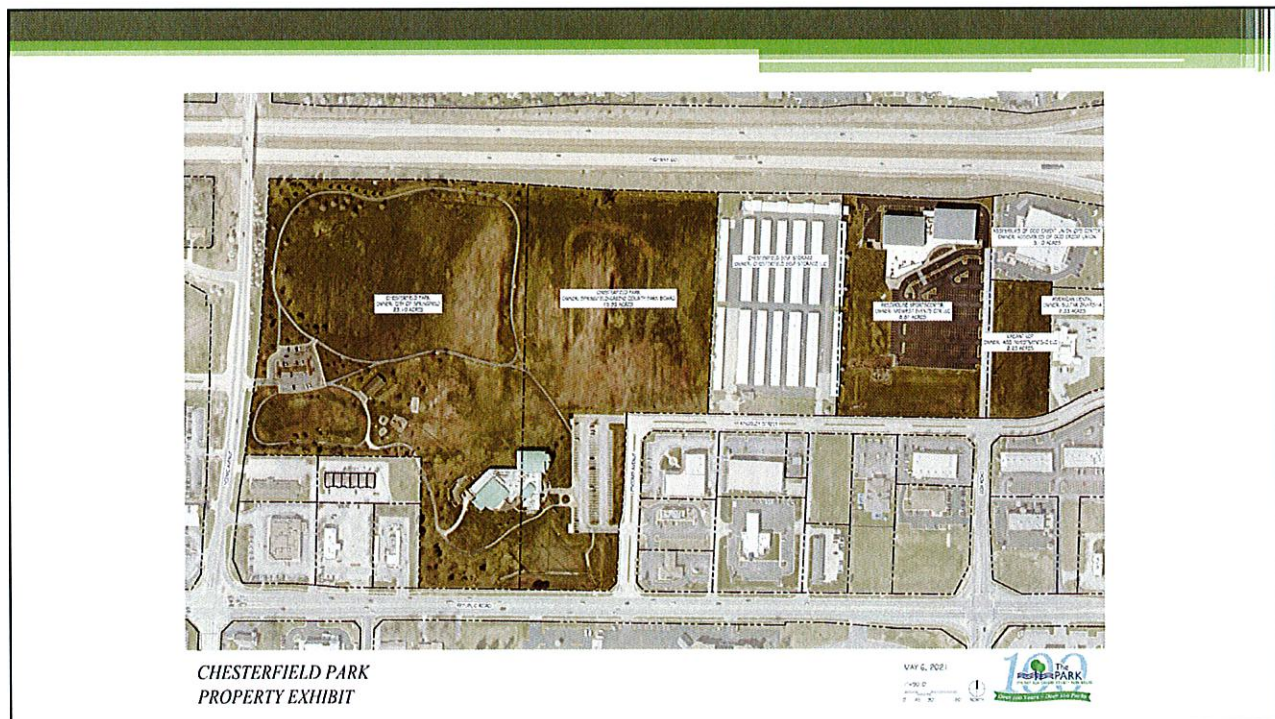
Fieldhouse Sportscenter – Background Specifics

- Very attractive, high-end finishes & furnishings throughout entire facility.
- Facility in exceptionally good shape for seven-year-old construction. Mechanical system, structure in great shape. Clearly has been well-maintained from the onset.
- Key Point – Only remaining public multi-court facility in Springfield community.
- Key Point – Room for future growth exists with additional pad site on property that could accommodate second 40,000 square-foot facility (but WOULD need parking).
- Key Point – Formal appraisal valuation at \$8,000,000. With their donation, Naugles willing to sell to City/Park Board for \$6,000,000 – want to see it stay a sports facility!

4

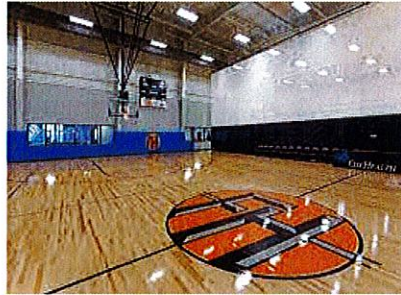


5



6

A Fieldhouse Sportscenter Visual Site Tour



7

A Fieldhouse Sportscenter Visual Site Tour



8

A Fieldhouse Sportscenter Visual Site Tour



9

Park Board Perspective

- Staff admiration for quality of facility, sports programming and overall reputation.
- Less-than-ideal timing given lack of Park Board capital/acquisition funding. Would require City of Springfield financial support through FY 2026-27 (Dan Kinney FC debt would retire).
- Addresses HUGE park system priority need – indoor space for basketball & volleyball leagues/tournaments. Allows for high-impact new programs – pickleball, archery, e-sports.
- Move-In-Ready – strong facility infrastructure, strong clientele base, strong location. Parks Sports Staff ready and capable of providing similarly-strong community sports programs. Concession area within facility a perfect fit for Parks Concession & Catering Division.
- Parks would bank revenues over expenses and create facility repair/replacement fund.

10

Park Board Perspective

- **Key Point:** Future growth on site could be achieved (when funds are available). Capability of doubling indoor space achieves “anchor facility” role. Would require additional parking.
- **Key Point:** Huddle Up Group’s recent Sports Tourism Assessment lists lack of an indoor “anchor facility” our community’s greatest sports facility weakness.
- **Key Point:** Similar to recent soccer facility collaborations, strong opportunity for Park Board to work collectively with Philcrest/Titan Sports, Sports Commission and CVB in pursuing joint tournament bids for national-caliber indoor facility sports events.
- **Key Point:** If Park Board doesn’t acquire, overwhelming likelihood property sells to buyer with alternative purpose due to great location and easy access. In essence, lone multi-court indoor sports facility available to the public is lost for the community.

11

Fieldhouse Prospective Purchase and Financing Scenarios

Key Assumptions:

A. Presumes the City purchases the building and leases back to Park Board for Operations.
 B. Parks would start funding, under a mutually agreed upon amount, payment of the annual debt service on the building after the Dan Kinney Family Center Project Debt is paid off in FY 2026-27. (Assumes City would fund payment of debt service the first six years: FY 22-27)
 C. Parks would be responsible for all facility operational costs and maintenance.

1. Purchase at Appraised Price of \$8,000,000	\$8,000,000	\$8,000,000/\$675,000 annually
---	-------------	--------------------------------

Estimated Annual Debt Service Payment Over 15 Years	\$675,000
---	-----------

Request City to Fund Debt Service Payment through FY 2026-27
 Parks Responsible for all Operational Costs and Maintenance
 Parks Assumes Portion of Remaining Debt Service Effective FY 2027-28

2. Purchase/Financing at \$7,000,000	\$8,000,000	\$7,000,000/\$600,000 annually
--------------------------------------	-------------	--------------------------------

Less \$1,000,000 tax incentive donation from ownership	(\$1,000,000)
--	---------------

Total Amount to Finance Over 15 Years	\$7,000,000
---------------------------------------	-------------

Estimated Annual Debt Service Over 15 Years	\$600,000
---	-----------

Request City to Fund Debt Service Payment through FY 2026-27
 Parks Responsible for all Operational Costs and Maintenance
 Parks Assumes Portion Remaining Debt Service Effective FY 2027-28

3. Purchase/Financing at \$6,000,000	\$8,000,000	\$6,000,000/\$525,000 annually
--------------------------------------	-------------	--------------------------------

Less \$1,000,000 tax incentive donation from ownership	(\$1,000,000)
--	---------------

Less \$1,000,000 naming rights or other private donation	(\$1,000,000)
--	---------------

Total Amount to Finance Over 15 Years	\$6,000,000
---------------------------------------	-------------

Estimated Annual Debt Service Over 15 Years	\$525,000
---	-----------

Request City to Fund Debt Service Payment through FY 2026-27
 Parks Responsible for all Operational Costs and Maintenance
 Parks Assumes Portion Remaining Debt Service Effective FY 2027-28

4. Purchase/Financing at \$5,000,000	\$8,000,000	\$5,000,000/\$450,000 annually
--------------------------------------	-------------	--------------------------------

Less \$1,000,000 tax incentive donation from ownership	(\$1,000,000)
--	---------------

Less \$1,000,000 naming rights or other private donation	(\$1,000,000)
--	---------------

Less \$1,000,000 from other private donation/investment in the property	(\$1,000,000)
---	---------------

Total Amount to Finance Over 15 Years	\$5,000,000
---------------------------------------	-------------

Estimated Annual Debt Service Payment Over 15 Years	\$450,000
---	-----------

Request City to Fund Debt Service Payment through FY 2026-27
 Parks Responsible for all Operational Costs and Maintenance
 Parks Assumes Portion Remaining Debt Service Effective FY 2027-28

12

Proposed Operation Revenue and Expenses

Fieldhouse Prospective/Estimated Operating
Income Statement

	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
OPERATING REVENUES					
Admissions	\$267,750	\$281,138	\$295,195	\$308,954	\$325,453
Concessions	\$250,425	\$265,451	\$281,378	\$292,717	\$300,035
Basketball/Volleyball/Ticketball	\$224,942	\$236,189	\$248,000	\$260,398	\$273,419
Court Rentals	\$98,910	\$103,163	\$108,321	\$113,737	\$119,424
Merchandise and Vending	\$7,850	\$8,850	\$10,350	\$12,350	\$14,850
Fitness Training	\$4,200	\$9,410	\$14,631	\$19,831	\$24,631
Sponsorships	\$30,000	\$30,000	\$35,000	\$40,000	\$45,000
Total Projected Annual Revenue	\$884,077	\$934,300	\$992,875	\$1,048,787	\$1,102,811
OPERATING EXPENSES					
Full-Time Employees Salaries	\$92,008	\$94,768	\$97,611	\$100,540	\$103,556
Temporary and Seasonal Employees	\$196,315	\$215,947	\$237,541	\$261,295	\$287,425
Payroll Taxes and Benefits	\$49,015	\$52,822	\$56,975	\$61,512	\$66,467
Other Professional Service Contracts	\$166,000	\$170,980	\$176,110	\$181,393	\$186,835
Food Supplies	\$83,475	\$88,484	\$93,793	\$97,572	\$100,102
Operating Supplies	\$28,446	\$39,294	\$40,474	\$41,316	\$49,999
Repairs and Maintenance	\$14,500	\$14,935	\$15,383	\$15,845	\$16,320
Communication Services and Equipment	\$69,482	\$21,350	\$34,498	\$28,514	\$65,569
Insurance	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
Utilities	\$80,000	\$82,400	\$84,872	\$87,418	\$90,041
Bank Charges	\$27,788	\$28,622	\$29,480	\$30,365	\$31,276
Park Operations-Building and Site Maintenance	\$10,000	\$51,500	\$53,050	\$54,640	\$56,280
Capital Equipment-Auto scrubber Unit	\$14,000	\$0	\$0	\$0	\$0
Total Projected Annual Expenses	\$876,029	\$866,252	\$925,092	\$966,274	\$1,059,498
TOTAL PROJECTED REVENUES					
Over (Under Expenses)	\$8,048	\$67,948	\$67,783	\$82,513	\$43,313
Sinking Fund-Reserve for Capital Equipment & Infrastructure Repairs	\$0	\$30,000	\$30,000	\$30,000	\$30,000
Net After Sinking Fund-Reserve	\$8,048	\$37,948	\$37,783	\$52,513	\$13,313

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City of Springfield
Parks Revenue

	FY2020 Budget	FY2020 Actual	Total
Activity Revenue	\$9,074,474	\$6,047,442	\$3,027,032
General Fund	4,934,240	3,308,188	\$1,626,052
2001 Sales Tax Fund	3,486,655	2,175,029	\$1,311,626
2006 Sales Tax Fund	988,931	633,069	\$355,872
Total Park Revenue Losses	\$9,409,826	\$6,116,276	\$3,293,550

	FY2020 Base (2019)	FY2020 Actual	Revenue Loss Total
	\$7,966,091	\$6,116,276	\$1,849,815
	4,082,682	3,308,188	\$774,494
	2,860,828	2,175,029	\$685,799
	1,022,581	633,069	\$389,522
Total	\$7,966,091	\$6,116,276	\$1,849,815

	FY2019 Budget	FY2019 Actual	
Activity Revenue	\$9,005,394	\$7,842,122	\$1,163,272
General Fund	4,875,160	4,082,682	\$792,478
2001 Sales Tax Fund	3,483,932	2,860,828	\$623,104
2006 Sales Tax Fund	928,931	1,022,581	(\$93,650)
Total Park Revenue Losses	\$9,288,023	\$7,966,091	\$1,321,932

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City of Springfield, MO
Funding Scenario (Fieldhouse Sportcenter Project)

Assumptions:
\$5 million financed
Aa3 rating (Moody's)
Dated: 8/26/2021

Maturity	15 yr ADS
07/31/2022	\$ 403,263.34
07/31/2023	\$ 403,000.00
07/31/2024	\$ 403,700.00
07/31/2025	\$ 404,000.00
07/31/2026	\$ 403,900.00
07/31/2027	\$ 403,400.00
07/31/2028	\$ 402,500.00
07/31/2029	\$ 403,700.00
07/31/2030	\$ 404,400.00
07/31/2031	\$ 404,600.00
07/31/2032	\$ 404,300.00
07/31/2033	\$ 403,500.00
07/31/2034	\$ 402,200.00
07/31/2035	\$ 402,900.00
07/31/2036	\$ 403,000.00

Notes:

1. Preliminary and subject to change.
2. The use of the rating shown herein is consistent with the rating of similar outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The issuer's actual results may differ and Siftel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.
6. Analysis was performed with no changes to the term or the structure of the debt service from the currently outstanding issue.
7. Due to the current market dislocation caused by COVID-19, the interest rates assumed herein are estimated and provided for discussion purposes only and should not be considered indicative of available market execution.

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Projected Schedule of Events
City of Springfield, Missouri Special Obligation Bonds
(Park Projects), Series 2021A

June 2021	July 2021	August 2021
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
September 2021	October 2021	November 2021
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Date	Actions/Event	Responsible Party
(R) May 27, 2021	Distribute 1 st Drafts of Bond Documents (POS, Trust Indenture and Parameters Ordinance)	BC
(R) June 3, 2021	Comments to Gilmore & Bell on initial draft documents	AS
(M) May 31, 2021	Memorial Day Holiday	
(T) June 8, 2021	Distribute 2 nd Drafts of Bond Documents	BC
(M) June 14, 2021	Comments to Gilmore & Bell on 2 nd drafts	AS
(R) June 17, 2021	Distribute 3 rd Drafts of Bond Documents	
(T) June 22, 2021	Comments to Gilmore & Bell on 3 rd drafts	
(F) June 25, 2021	Final Parameters Bond Ordinance with all Exhibits to City Council for 1 st reading. Draft POS and rating documents to Moody's.	BC/AS
(R) July 8, 2021	Questions from Moody's	
(M) July 12, 2021	City Council - 1 st reading of Parameters Bond Ordinance	
Week of July 19, 2021	Moody's ratings call & Due Diligence call with City	BC/AS
(F) July 23, 2021	Send out six page packages	
(M) July 26, 2021	City Council - 2 nd reading and approval of Parameters Bond Ordinance; City signs all documents.	AS
(W) July 28, 2021	Rating received, POS ready for distribution	
Week of August 2nd	Market and sell Bonds	
(R) August 2nd, 2021	Close Bond Transaction	
	TEFRA Hearing????	

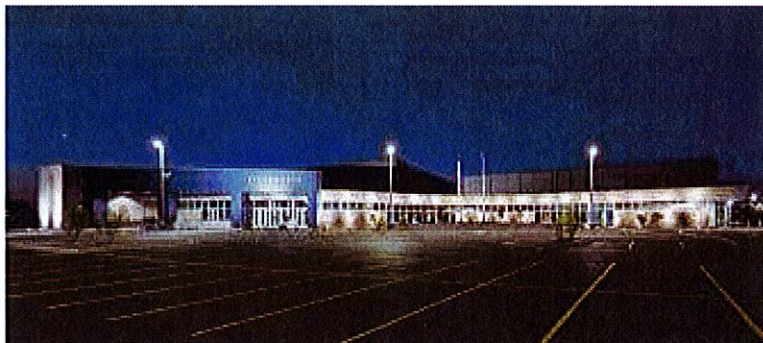
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Where We Are in This Process/Potential Next Steps

- Parks Staff Assessment & Due Diligence of Facility
- Consultation with City Manager's Office, Finance Dept
- Property Appraisal Conducted, Negotiation with Owners (Naugles)
- Closed Session review/discussion with Park Board
- Preparing to conduct Property Appraisal on second tract (future parking)
- ✓ **Closed Session review/discussion with Mayor and City Council**
- If agreeable, work to move forward with project financing package
- Discuss second tract options with listing agent/ownership group
- Prepare bonding, documentation for formal City Council consideration

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Our Thanks For Your Consideration of Our Proposal



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Exhibit A

FIELDHOUSE SPORTSCENTER PROPERTY, 2235 W KINGSLEY ST, SPRINGFIELD MO 65807

LEGAL DESCRIPTION:

WARRANTY DEED BY CORPORATION – BOOK 2005, PAGE 041578-05

BEGINNING AT THE NORTHWEST CORNER OF LOT TWO (2), CHESTERFIELD CROSSING SUBDIVISION, SPRINGFIELD, GREENE COUNTY, MISSOURI, THENCE NORTH $89^{\circ}57'54''$ EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF JAMES RIVER FREEWAY, A DISTANCE OF 454.12 FEET TO AN EXISTING METAL RIGHT-OF-WAY MARKER; THENCE SOUTH $88^{\circ}08'38''$ EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 9.34 FEET FOR A 2ND POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE THREE (3) FOLLOWING DESCRIBED COURSES; THENCE SOUTH $88^{\circ}08'38''$ EAST A DISTANCE OF 290.32 FEET TO AN EXISTING METAL RIGHT-OF-WAY MARKER; THENCE NORTH $89^{\circ}56'19''$ EAST A DISTANCE OF 100.16 FEET TO AN EXISTING METAL RIGHT-OF-WAY MARKER; THENCE NORTH $82^{\circ}51'11''$ EAST A DISTANCE OF 86.76 FEET TO THE NORTHEAST CORNER OF SAID LOT TWO (2); THENCE SOUTH $00^{\circ}58'30''$ WEST ALONG THE EAST LINE OF SAID LOT TWO (2), A DISTANCE OF 753.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT TWO (2); THENCE SOUTH $89^{\circ}59'37''$ WEST ALONG THE SOUTH LINE OF SAID LOT TWO (2), A DISTANCE OF 487.37 FEET; THENCE NORTH $01^{\circ}48'39''$ EAST A DISTANCE OF 752.12 FEET TO THE 2ND POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI, SUBJECT TO ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND COVENANTS OF RECORD, IF ANY.

EXHIBIT B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(6) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	
City/Buyer		Seller	
CITY OF SPRINGFIELD, MO 840 N BOONVILLE AVE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-1000 ; FAX (417) 864- ATTN:		MIDWEST EVENTS CENTER LLC 3808 S GREYSTONE CT, SPRINGFIELD MO 65807-5239 ATTN: DR CRAIG AND KRISTEN NAUGLE 431 OVERLOOK TRAIL, NIXA, MO 65714 PHONE: _____; EMAIL: _____ ADDRESS OF PROPERTY TO BE PURCHASED: FIELDHOUSE SPORTSCENTER, 2235 W KINGSLEY ST, SPRINGFIELD MO 65807	

CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES.** This Contract is made by and between the parties identified above effective as of the date and time of final acceptance, hereinafter referred to as "Effective Date," which shall be the date upon which the final party executes this Contract as evidenced by the dates immediately below each party's representative's name.
2. **PURPOSE.** The City has identified the land owned by Midwest Events Center LLC, a Missouri Limited Liability Company (hereinafter "Seller"), for acquisition for use by its Springfield-Greene County Park Board, which is an Administrative Board of the City (hereinafter "Park Board"), for Park Board's use as part of its county-wide park system.
3. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by General Warranty Deed, which shall be free from all liens and encumbrances except standard easements and restrictions, the real property located at 2235 W Kingsley St, Springfield, Greene County, Missouri 65807, commonly known as the Fieldhouse Sportscenter, and more particularly described in "Exhibit A", which is attached hereto and incorporated herein by reference, including all improvements and fixtures located thereon and appurtenances thereto (hereinafter "Property"). Subject to the Seller's express representations and warranties concerning the condition of the Property, the Property is sold in its AS IS condition with ALL FAULTS, except for hidden defects seller knew about and failed to disclose. Seller's furniture, equipment, supplies and inventory will be addressed for sale in a separate agreement between the parties.
4. **PURCHASE.** The City agrees to buy, and the Seller agrees to sell, the Property upon the following terms and conditions:
 - a. **PURCHASE PRICE.** The City agrees to purchase the Property for Eight Million and No/100 Dollars (\$8,000,000.00), which consists of a Two Million and No/100 Dollar (\$2,000,000.00) donation by Seller to be applied as a credit towards the purchase price and a Six Million and No/100 Dollar (\$6,000,000.00) payment to Seller, payable by cashier's check, certified check or electronic wire transfer at the closing.
 - b. **CONTINGENCIES.** This Contract and the City's obligation to purchase and accept the Property is subject to the following contingencies, and the City may elect to declare this Contract null and void prior to closing without any obligation or liability to Seller if:
 - i. An environmental assessment of the property performed on behalf of the City individually or by and through the Park Board, discloses that hazardous substances may have been released on the Property, or that the Property is otherwise contaminated or environmentally impaired; or
 - ii. A survey or inspection of the Property discloses any encroachments, overlays, boundary line disputes, violation of subdivision or other restrictions, or rights or claims of third parties in possession, or similar matters unacceptable to the City, are disclosed on any portion of the Property, which are unacceptable to the City; or

- iii. The title insurance commitment referred to in paragraph 7 of this agreement shall fail to show merchantable title in Seller, or shall contain exceptions unacceptable to the City; or
- iv. There has been a material change in the physical condition of the Property so that it would be unfit for park purposes; or
- v. There are rights or claims of parties in possession not shown by public records; or
- vi. There are legal proceedings pending which involve the Property; or
- vii. There are encroachments, overlays, boundary line disputes, or similar matters disclosed by an accurate current survey or inspection of the premises; or
- viii. Within _____ () days after Seller has executed this Sales Agreement, the City does not have appropriated unencumbered funds necessary to purchase the Property. Seller understands and acknowledges that City is attempting to obtain bond funding for the purchase of this property. Once said funding is obtained, an amendment to this contract shall be signed by all parties acknowledging same and the Director or Acting Director of Finance for the City of Springfield, MO, shall then certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

- c. CLOSING COSTS. Closing Costs shall be paid in full by the City, including the appraisal that was conducted and completed on behalf of the City prior to the execution of this Contract.
- d. DONOR RECOGNITION. To be discussed by the parties and addressed at or prior to Closing, but shall not be grounds for delaying the closing of this property.

5. SELLER'S REPRESENTATIONS. Seller represents to the City, as follows:

- a. Seller has no knowledge of any underground tanks, toxic or hazardous substances, or dumpsites on the Property, either at present or in the past;
- b. The Property is not subject to any real estate listing agreement or other agreement providing for a real estate commission;
- c. There have been no unpaid improvements or other work performed in connection with the Property that would give rise to the filing of any mechanic's liens against the Property;
- d. The Seller has full authority to enter into this agreement and the Property is not subject to any options, contracts of sale, leases or other rights in favor of third parties; and
- e. These representations are continuing and will be true at closing, unless Seller has given the City notice of the contrary in writing prior to closing.

6. ADDITIONAL TERMS AND CONDITIONS.

a. Environmental Conditions -

- (1) The City shall cause a Phase 1 Environmental Assessment to be made of the Property. If the Phase 1 Environmental Assessment indicates the need for a full Phase 2 Environmental Assessment and if the Phase 2 Environmental Assessment indicates that there is Hazardous Substance on the Property, either party upon receipt of said report, may cancel this agreement by written notice. In the event there is any Hazardous Substance on the Property, and this agreement is not rescinded, the Seller may elect to cause

the Hazardous Substance to be removed provided it is removed prior to Closing, and upon its removal the Seller shall certify through an environmental engineer to the City that it has removed all such Hazardous Substances and shall deliver to the City a no-further-action letter from MDNR, provided the City shall have the right to independently inspect the Property to verify such certification. In the event the City determines that the Seller has not removed all such Hazardous Substances, or otherwise has not completed all remedial actions, the City shall not have any obligation to buy the Property until the Seller removes the Hazardous Substance, provided the City shall notify the Seller of any noncompliant condition and give the Seller the opportunity to remove the Hazardous Substance.

- (2) Definition of Hazardous Substance. As used herein, "Hazardous Substance" shall mean any substance: (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; (2) which is or becomes hereafter defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant", or "contaminant" (whether harmful or not) under any federal, state, or local statute, regulation, rule, or ordinance including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. " 9601 et seq.), and/or the Resource Conservation and Recovery Act (42 U.S.C. " 6901 et seq.); (3) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is, or becomes, regulated by any governmental authority, agency, department, or instrumentality of the United States, the State of Missouri, or any political subdivision thereof; (4) without limitation, which consists of or contains petroleum, natural gas, and/or their components and distillates; (5) and/or any naturally-occurring but harmful substance such as methane or radon. For the purposes of this definition, asbestos is not included in the environmental assessment and is treated separately in Paragraph 10 hereunder.

b. Other conditions and consideration.

- (1) The Seller represents and warrants to City that there is no lease in force that will remain in effect at the time of the Closing (i.e., all leases shall be terminated prior to the Closing), and such representation and warranty shall survive the Closing date. The Seller shall not execute any agreements relating to the Property after the parties' execution of this Agreement without the prior written consent of the City, which said consent may be withheld by the City at its sole discretion. Subject to the provisions of this paragraph, the Seller shall hold harmless and indemnify the City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the premises; and
- (2) Where possible City, by and through the Springfield-Greene County Park Board, will work to ensure continuity of operations for leagues in existence at the time of closing and will work in good faith with existing teams, coaches, tournament directors and other interested parties.

7. CLOSING AND POSSESSION.

- a. The "Closing" is the delivery and recording of the Seller's General Warranty Deed (unless another type of deed is mutually agreed to in writing by the parties) and the payment of the purchase price by the City, which shall occur within five (5) days after the City has obtained the necessary funding for the purchase of this property, with said date to be scheduled at a mutually agreeable date and time by all parties to this agreement, unless otherwise agreed to in writing, provided that all contingencies and conditions setout herein have been satisfied or waived, all documents have been signed, and there is a commitment showing merchantable title in Seller. City will use reasonable efforts to obtain necessary funding approval through City Council by no later than September 23, 2021.
- b. The City shall take possession of the Property at the time of closing, at which time the keys shall be delivered to the City. However, if agreed to by the parties in writing, and the Seller retains possession of the Property for an agreed-upon number of additional days, then the Seller shall continue to provide insurance coverage for the property and shall add the City as an additional named insured under the Seller's insurance policy, to fully protect the property and fully protect the City from any potential liability arising out of Seller's ongoing possession of the Property. The Seller shall provide the City with proof of this ongoing insurance and proof that

the City has been added as an additional named insured at least ten (10) days prior to closing, unless otherwise agreed to in writing.

- c. The Seller acknowledges that proceeds will not be disbursed until the Deed has been recorded.
- d. At Closing the City will provide the appraisal and IRS Form 8283 signed by the City and City will assist Seller in obtaining appraiser's signature as well, and such other forms that Seller may reasonably request to evidence the donation.

8. CLOSING PROCEDURES.

- a. The City will order necessary title information within five (5) business days of the Effective Date of this Contract, at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from a title company licensed and authorized to insure titles in the State of Missouri and will notify Seller, in writing, of its selected title company at said time. Seller shall furnish copies of all documents reasonably requested by the Title Company to confirm ownership and authority to convey the property. Title Company shall also act as closing agent to prepare documents and handle disbursement of funds from the purchase price.
- b. The commitment shall show merchantable title in the Seller in accordance with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivision restrictions, covenants, declarations, setback lines, easements, and zoning laws of record as of the Effective Date, and the lien of current year's taxes.
- c. The City may, at the City's expense, obtain a survey of the Property (and shall obtain a survey if required by the Title Company).
- d. The City may, at the City's expense, have the title commitment examined, and if applicable, the City shall provide to the Seller in writing any valid objections to title and survey prior to the Closing Date, and the Seller shall make reasonable efforts to correct the valid objections within thirty (30) days of receipt of request to cure, unless otherwise agreed to in writing; and if not corrected, the City may waive the objections and close, elect to terminate the Contract or clear title by filing a condemnation proceeding. At the Closing, the Seller shall deliver the Warranty Deed, along with all other documents and funds reasonably necessary to complete the Closing, and the City shall deliver cash or certified funds sufficient to satisfy the City's payment obligations and all other documents necessary to complete the Closing. If a closing fee is charged, the cost will be paid by the City unless otherwise provided. Recording fees shall be paid by the party for whom the fee is attributable. The Seller will warrant at Closing there are no unpaid bills for improvements within twelve (12) months prior to Closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. The Seller agrees to furnish all assurances, indemnities, deposits or other requirements of the insuring Title Insurance Company in order for the Owner's Title Insurance Policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records. The City agrees that if Seller cannot furnish requirements for this coverage, then the City may elect to waive this requirement and accept an Owner's Title Insurance Policy without unrecorded mechanic's lien coverage and close; or condemn the property at the agreed-to price; or terminate this Contract. The City shall pay the costs of the Owner's Title Insurance Policy. Rental deposits held by Seller, if any, shall be credited to the City at closing.
- e. Employees. At Closing Seller shall terminate all employees. The City may prior to Closing interview the Seller's employees and offer employment to those employees that it desires to hire. Seller shall be responsible for accrued paid leave of all of Seller's employees regardless of whether they are hired by the City.

9. PRORATION - TAXES, UTILITIES AND DEPOSITS.

- a. Seller shall be responsible for all taxes prior to 2020. Taxes for 2021 shall be prorated between the parties and deducted from the price at the time of Closing and paid by the Escrow Agent to Greene County. If taxes are not known at the time of closing, the parties shall estimate based upon taxes assessed in 2020 and pro rate the taxes based upon the estimate.
 - b. Interest, rentals and association dues, if applicable, shall be prorated to the Closing Date and the Seller shall be responsible for payment of Seller's prorated share accrued as of the date of closing.
 - c. All utilities to the Property shall be read on the transfer of possession date and transferred to the City. The City shall not be responsible for utility costs incurred prior to transfer of possession.
 - d. If there is no closing company involved, the amount due shall be paid by the City out of the funds to be paid to the Seller (i.e. the Seller's proceeds).
10. PROPERTY INSPECTION. The City may, at the City's expense, employ independent, qualified inspectors of the City's choice (and shall arrange for any inspections and testing systems) in order to determine:
- a. The type of soil composition, and whether there exists on the Property any sink holes, voids, asbestos, other "special wastes" or any environmentally hazardous or otherwise regulated substances which might impose liability on the City as a subsequent owner of the Property; and
 - b. Such other inspections as the City deems reasonably necessary including a survey of the property.
 - c. The Seller shall give the City, or its designated agent, reasonable access to the Property to make the inspections. The City shall restore the Property to its original condition and indemnify and hold harmless the Seller from any liability incurred as a result of such inspection activities.
 - d. The Seller further acknowledges and agrees that the right of inspection contained in this paragraph shall not in any way relieve the Seller from the obligation to satisfy any contingencies contained in this Contract within the applicable time periods.
11. VERIFICATION OF CONDITION. The City shall have the right to make a final inspection of the Property prior to closing, as a contingency of the sale, or solely to confirm that:
- a. The Seller has complied with Seller's obligations; and
 - b. The Property is otherwise in substantially the same condition, subject to normal wear and tear, as on the date of the offer, unless otherwise agreed to in writing; and
 - c. Any contingency or defect of title has been resolved.
12. REMEDIES UPON DEFAULT.
- a. The Seller or the City shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the Contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default, provided that if the default is the inability of the City to close the purchase because of its lack of appropriated and unencumbered funds, the City may at its option by written notice extend the closing date for a period of not more than forty-five (45) days.
 - b. If this Contract shall not be closed for the fault of the Seller, then the City may elect to either sue for specific performance of the agreement, or condemn the property at the agreed to price with Seller paying all costs incurred by City for these additional actions.

- c. In the event Seller shall fail to deliver possession of the Property to the City on the date of closing or an otherwise written agreed-to date, in addition to all legal remedies available to the City, the Seller shall thereafter be obligated to pay daily rental to the City in the amount of One Hundred Dollars (\$100) per day until the City obtains possession, in addition to the City's reasonable attorney fees and court costs incurred in obtaining possession.
 - d. In the event the Property is destroyed or partially destroyed by calamity, including but not limited to fire, the City shall have the option of reducing the purchase price by any insurance proceeds available to the Seller, or to claim said insurance proceeds and pay the full purchase price. If the Seller fails to maintain insurance or sufficient insurance, the City shall have the option of declaring this Contract null and void if the Property is destroyed or partially destroyed by calamity, including but not limited to fire.
13. PROVISIONS NOT MERGED WITH DEED. No provision of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the City, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.
14. NOTICE. All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to the City and the Seller by one of three different means: Facsimile Transmission ("FAX") if both parties have a FAX number; U.S. Postal Service Mails; hand delivering a copy of the same to the receiving party; or notice may be given by any combination of the above methods. The date of notice shall be:
- a. The date upon which notice is hand delivered to the receiving party;
 - b. The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party;
 - c. The third day following mailing of the notice, whichever first occurs.
 - i. It shall be sufficient if notices to the City are addressed to: City Attorney, City of Springfield, 840 N. Boonville Ave, Springfield, MO 65801.
 - ii. It shall be sufficient if notices to the Seller are addressed to: Midwest Events Center, LLC, 3808 S Greystone Ct, Springfield, MO 65807-5239; and with curtesy copy mailed to: Dr. Craig and Kristen Naugle, 431 Overlook Trail, Nixa, MO 65714.
15. HEADINGS. The headings or captions of this Contract are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Contract or any provision thereof.
16. SEVERABILITY. In the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Contract shall be declared invalid by a final and unappealed order, decree or judgment of any court, the City may, at its sole option, set this Contract aside.
17. NO ASSIGNMENTS. The City may not assign this Contract or any of its rights or obligations hereunder without prior written consent of the Seller. The Seller may not assign this Contract or any rights or obligations hereunder without the prior written consent of the City.
18. VENUE AND JURISDICTION. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
19. GOVERNING LAW. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. This Agreement is to be deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties, but according to the application of the rules and interpretation of Agreement.

20. **ENTIRE CONTRACT.** This 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.
21. **SURVIVAL OF PROVISIONS.** To the extent necessary to carry out the intent of this Contract, the provisions herein shall survive the closing/settlement of this transaction.
22. **CONFLICT OF INTEREST.** By signing this Contract, Seller represents and certifies that no salaried officer or employee of the City of Springfield, Missouri, and no member of the City Council of the City has a financial interest, direct or indirect, in this Contract. A violation of this provision renders this Contract void. No federal or state regulations and applicable provisions of RSMo Section 104.540 et seq. shall be violated.
23. **EXECUTION.** The execution of this Contract shall constitute legal and binding obligations of the parties. To facilitate execution, this Contract may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on more than one counterpart. All counterparts shall collectively constitute a single Contract.
24. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and shall be construed and enforced in accordance with the Laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated and hereby verify that they are authorized to sign on behalf of and bind each of their designated entities/parties to this Contract.

MIDWEST EVENTS CENTER, LLC/SELLER/OWNER

BUYER/CITY OF SPRINGFIELD, MO

By: _____
Dr. Craig Naugle, Title:
Date: _____

By: _____
Ken McClure, Mayor
Date: _____

By: _____
Kristen Naugle, Title:

By: _____
Jason Gage, City Manager
Date: _____

APPROVED AS TO FORM BY: _____, City Attorney or Assistant City Attorney

One-rdg. _____
P. Hrngs. _____
Pgs. 172
Filed: 08-03-21

Sponsored by: Ollis

First Reading: _____
AMENDED
COUNCIL BILL 2021-208

Second Reading: _____
SPECIAL ORDINANCE

AN ORDINANCE

AUTHORIZING and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021, in a principal amount not to exceed \$5,200,000 for the purpose of providing funds to pay costs related to the acquisition of the Fieldhouse Sportscenter and adjacent property; appropriating \$2,000,000 of General Fund carryover funds for this project; amending the Fiscal Year 2021-2022 budget of the City in the amount of \$7,500,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City's charter; and

WHEREAS, the City desires to issue Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021 (the "Bonds"), in a principal amount not to exceed \$5,200,000 to (1) finance the acquisition of the Fieldhouse Sportscenter and adjacent property (the "Project"), (2) fund any required debt service reserve fund for the Bonds and (3) provide for payment of costs of issuance of the Bonds; and

WHEREAS, the City is authorized under the City's charter and the Constitution of the State of Missouri to issue and sell special obligation bonds for the purpose of paying all or a part of the cost of financing the Project, with the principal of and interest on such special obligation bonds being payable by the City only upon appropriation of moneys therefore by City Council; and

WHEREAS, the City presently intends to satisfy its obligation to make debt service payments on the Bonds, the proceeds of which are used to finance the Project, from unencumbered appropriation balances from prior fiscal years and amounts annually appropriated by City Council from a portion of the 1/8-cent 2001 Greene County-wide Parks Sales Tax; and

WHEREAS, the Bonds shall not constitute a general obligation of the City, nor shall the Bonds constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City will not be pledged to the payment of the principal of or interest on the Bonds; and

WHEREAS, the amendment to the budget for the City for the Fiscal Year 2021-2022 related to the issuance of the Bonds has been recommended and approved by the City Manager.

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

Section 1 – Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued one series of special obligation bonds designated as follows: Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021 (the “Bonds”) (with such additional appropriate series identifier as the officers of the City deem necessary), in a principal amount not to exceed \$5,200,000, for the purpose of paying all or part of the costs of financing the Project, funding any required debt service reserve fund for the Bonds, and paying costs related to the issuance of the Bonds. City Council hereby designates the Bonds as “qualified tax-exempt obligations” to the extent allowable under Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 2 – Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in the Indenture (described below), and shall be subject to registration, transfer and exchange as provided in the Indenture. The Bonds shall be dated as of their date of issuance, shall bear interest at fixed interest rates not to exceed 4.50 percent per annum with a true interest cost not exceeding 2.25 percent per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest payment date for the Bonds to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2021. The Bonds shall have such other terms to be determined in the manner described in the following paragraph.

City Council does hereby establish a Final Terms Committee for the Bonds (the “Committee”) to consist of two members, being the Mayor and the Director of Finance, which Committee acting unanimously is hereby authorized for and on behalf of the City to establish for the Bonds (a) the principal amount of the Bonds, which shall not exceed \$5,200,000, (b) the principal maturity dates of the Bonds and the principal amount thereof maturing on such dates, with a final maturity not later than the year 2036, (c) the purchase price for the Bonds shall not be less than 95 percent of the principal amount thereof, (d) the weighted average maturity of the Bonds shall not be less than 7.2 years nor more than 11.2 years, (e) the dates on which the Bonds are to be redeemed pursuant to the optional and any mandatory redemption provisions of the Indenture, as applicable, and the principal amount thereof to be redeemed on such dates, (f) the interest rates to be borne by the Bonds, at fixed interest rates not to exceed 4.50 percent per annum with a true interest cost not exceeding 2.25 percent per annum, and (g) an underwriter’s discount not to exceed

0.90 percent of the proceeds of the Bonds plus an underwriter's expense allowance of not to exceed 0.025 percent of the proceeds of the Bonds, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price (including any discount or premium) which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Bonds in the then bond market for the Bonds. The determination of the Committee and the final terms of the Bonds shall be set forth in the Indenture and the Bond Purchase Agreement (herein defined) upon the execution thereof.

Section 3 – Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by City Council of the City at this meeting (copies of which documents are attached hereto), with such changes therein as shall be approved by the officers of the City executing such documents:

- (a) Trust Indenture (the "Indenture") between the City and BOKF, N.A., as Trustee (the "Trustee"), pursuant to which the Bonds shall be issued, in substantially the form attached hereto as "Exhibit A";
- (b) Official Statement (the "Official Statement") setting forth information relating to the City and the Bonds (in the form of a Preliminary Official Statement which is herein approved in substantially the form attached hereto as "Exhibit B");
- (c) Tax Compliance Agreement between the City and the Trustee entered into in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Bonds, to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f) as set forth in the Tax Compliance Agreement, in substantially the form attached hereto as "Exhibit C";
- (d) Continuing Disclosure Agreement between the City and the Trustee, as Dissemination Agent, under which the City agrees to provide continuing disclosure of certain financial information, operating data and material events, for the benefit of the owners of the Bonds and to assist Stifel, Nicolaus & Company, Incorporated (the "Purchaser") in complying with Rule 15c2-12 of the Securities and Exchange Commission, in substantially the form attached hereto as "Exhibit D"; and
- (e) Bond Purchase Agreement (the "Bond Purchase Agreement") under which the City agrees to sell the Bonds to the Purchaser at the purchase price and upon the terms and conditions set forth therein, in substantially the form attached hereto as "Exhibit E."

Section 4 – Preliminary and Final Official Statement. The Preliminary Official Statement, in substantially the form attached hereto as Exhibit B, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The City Manager is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5 – Security for the Bonds.

(a) *Security for the Bonds.* The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the debt service fund, as established under the Indenture. The covenants and agreements of the City contained herein, in the Indenture and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds to the payment of the principal of and the interest on the Bonds, or otherwise, except as to the rate of interest and stated maturity for each Bond as provided in the Indenture.

(b) *Nature of Obligations.* The obligation of the City to make payments into the debt service fund, and any other obligations of the City to make payments under this Ordinance and the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but

180 in each Fiscal Year shall be payable solely from the amounts pledged or
181 appropriated therefor (i) out of the income and revenues provided for such
182 year plus (ii) any unencumbered balances for previous years. Subject to the
183 preceding sentence, the obligations of the City to make payments hereunder
184 and under the Indenture and to perform and observe any other covenant and
185 agreement contained herein shall be absolute and unconditional.
186

187 Section 6 – Covenant to Request Appropriations. City Council hereby directs that
188 from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding,
189 subject to Section 5 hereof, the City Manager or any other officer of the City at any time
190 charged with the responsibility of formulating budget proposals to (i) include in each annual
191 budget an appropriation of the amount necessary (after taking into account any moneys
192 legally available for such purpose) to pay debt service on the Bonds in the next succeeding
193 fiscal year of the City, and (ii) take such further action (or cause the same to be taken) as
194 may be necessary or desirable to assure the availability of moneys appropriated to pay
195 such debt service on the Bonds in the next succeeding fiscal year of the City.
196

197 Section 7 – Execution of Documents. The City is hereby authorized to enter into and
198 the Mayor, City Manager, Director of Finance and City Clerk are hereby authorized and
199 directed to execute and deliver, for and on behalf of and as the act and deed of the City, the
200 City Documents and the Bonds and such other documents, certificates and instruments as
201 may be necessary or desirable to carry out and comply with the intent of this Ordinance.
202

203 Section 8 – Severability. The sections, paragraphs, sentences, clauses, and
204 phrases of this Ordinance shall be severable. In the event that any such section,
205 paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent
206 jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court
207 finds the valid portions of the Ordinance are so essential to and inseparably connected with
208 and dependent upon the void portion that it cannot be presumed that City Council has
209 enacted the valid portions without the void ones, or unless the court finds that the valid
210 portions, standing alone, are incomplete and are incapable of being executed in accordance
211 with the legislative intent.
212

213 Section 9 – Further Authority. The officers of the City, including the Mayor, the City
214 Manager, the Director of Finance, the City Attorney and the City Clerk, are hereby
215 authorized and directed to execute all documents and take such actions as they may deem
216 necessary or advisable in order to carry out and perform the purposes of this Ordinance and
217 to make ministerial alterations, changes or additions in the foregoing agreements,
218 statements, instruments and other documents herein approved, authorized and confirmed
219 which they may approve, and the execution or taking of such action shall be conclusive
220 evidence of such necessity or advisability.
221

222 Section 10 – Approval of Budget Adjustment. City Council hereby amends the
223 budget for the Fiscal Year 2021-2022 of the City in the accounts and in the amounts as
224 shown on Budget Adjustment 003, a copy of which is attached hereto and incorporated
225 herein by reference as “Exhibit F” and hereby appropriates \$2,000,000 of General Fund
226 carryover funds for the Fieldhouse Facility Project.
227

228 Section 11 – Governing Law. This Ordinance shall be governed exclusively by and
229 construed in accordance with the applicable laws of the State of Missouri.
230

231 Section 12 – Emergency Measure; Effective Date. City Council finds and declares
232 that this Ordinance constitutes an emergency because it pertains to the immediate
233 preservation of public peace, property, health, and safety. Therefore, this Ordinance shall
234 take effect and be in full force and effect immediately after its passage by the City Council of
235 the City.
236

237 Section 13 – Electronic Storage of Documents. The City agrees that the transaction
238 described herein may be conducted and related documents may be sent, received, and
239 stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other
240 reproductions of original executed documents shall be deemed to be authentic and valid
241 counterparts of such original documents for all purposes, including the filing of any claim,
242 action or suit in the appropriate court of law.
243

244 Passed at meeting: _____
245

246 _____
247 Mayor
248

249 Attest: _____, City Clerk
250

251 Filed as Ordinance: _____
252

253 _____
254 Approved as to Form: _____, Assistant City Attorney
255

256 _____
257 Approved for Council Action: _____, City Manager

SUPPLEMENTAL EXPLANATION TO AMENDED COUNCIL BILL 2021-208

FILED: 08-12-21

ORIGINATING DEPARTMENT: Law

REMARKS: At the August 9, 2021, City Council meeting, City Council amended Council Bill 2021-208 by striking all text in the bill referring to Coronavirus State and Local Fiscal Recovery Funds and inserting "General Fund carryover funds" in its place.

Submitted by:


Rhonda Lewsader, City Attorney

EXPLANATION TO COUNCIL BILL 2021- 208

FILED: 08-03-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Directing the issuance, sale and delivery of Special Obligation Improvement Bonds ("Fieldhouse Facility Project"), Series 2021 in a principal amount not to exceed \$5,000,000 and appropriating \$2,000,000 of American Rescue Plan Act ("ARPA") funds for the purpose of providing funds to pay costs related to purchasing the Fieldhouse Facility Project and related properties, amending the Fiscal Year 2021-2022 budget for the related bond proceeds and ARPA funds; authorizing and approving certain documents in connection therewith; and declaring an emergency.

BACKGROUND INFORMATION: A very unique opportunity presented itself when the owners of the Fieldhouse Sportscenter ("Fieldhouse") approached the City and Park Board in January about potentially purchasing the Fieldhouse to become part of the Springfield-Greene County Parks System as an indoor athletic facility. This 46,000 square-foot facility is located at 2235 West Kingsley Street (in the Chesterfield Park corridor), has convenient access from James River Freeway, Kansas Expressway and Republic Road, and features four full-size, hard-wood floor gymnasiums with full bleacher seating. This facility specializes in basketball and volleyball tournament play and leagues while also hosting pickleball, wrestling, instructional clinics, swap meets and craft festivals. It also features a full-service concessions kitchen with grill, four meeting/conference rooms, offices, parking for 344 vehicles, storage, and room for additional expansion. These amenities would allow the Park Board and its Sports Division to better serve the demand for indoor athletic leagues and recreational play while also allowing for weekend tournament play. Most importantly, this acquisition ensures that the facility remains a public indoor sports facility available to community families and youth athletes – the only one currently operating in Springfield. A formal appraisal was obtained for this facility and valued the property at \$8,000,000. The owners have a very strong interest in keeping this facility as an indoor sports operation available to the community and have discounted the purchase price to \$6,000,000 to assist the City/Parks with its acquisition, which represents a significant \$2,000,000 donation on their part.

The City has also identified a nearby property tract that would be suitable for providing additional parking that would be necessary when funding allows for additional facility development at the Fieldhouse site. These negotiations are in the early stages at this point.

The City is authorized and intends to issue special obligation improvement bonds payable by the City only with annual appropriations approved by City Council. The City anticipates utilizing unencumbered appropriations (carryover funds) for the first six years of the bond issue. Beginning in Fiscal Year 2027-2028, the City anticipates utilizing 2001 Parks Sales Tax proceeds once the Greene County Dan Kinney park

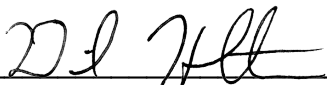
bonds are paid off. Additionally, this bill would appropriate \$2,000,000 of the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act, for the purchase of the Fieldhouse.

This Ordinance is presented as an emergency under Section 2.12(3) of the City Code of Springfield as it relates to the payment of expenses of City government. Council is not expected to vote on this Ordinance immediately after the first reading. The Ordinance is presented as an emergency bill to allow changes to the Ordinance, such as modifications to the bond terms and updated financial information after the first reading and prior to final approval by City Council.

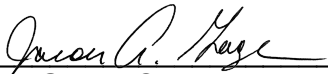
The Council ARPA Review Committee met on July 28, 2021, and voted that the full City Council consider the use of ARPA funds for this project.

Recommended by:

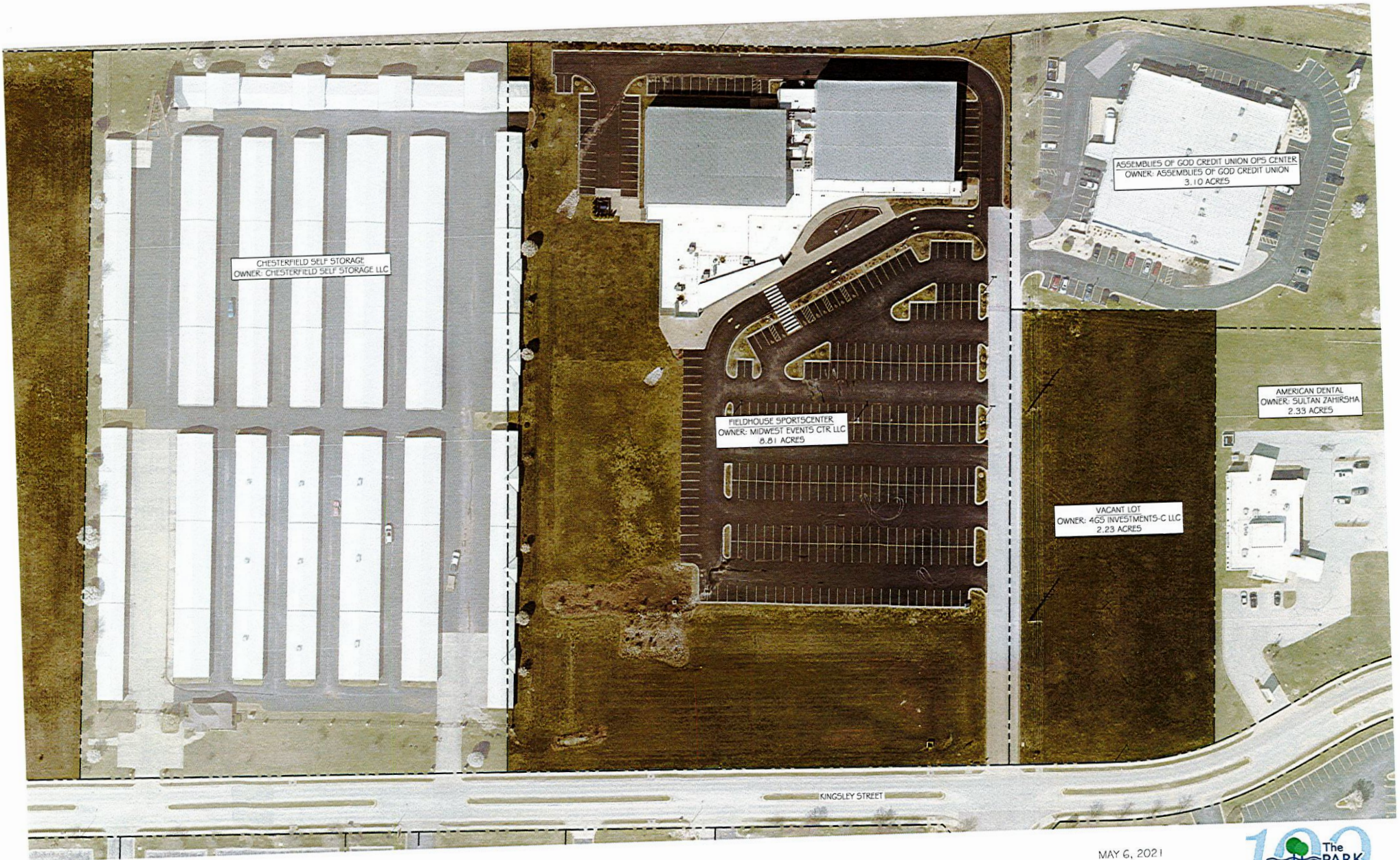
Approved by:



David Holtmann, Director of Finance

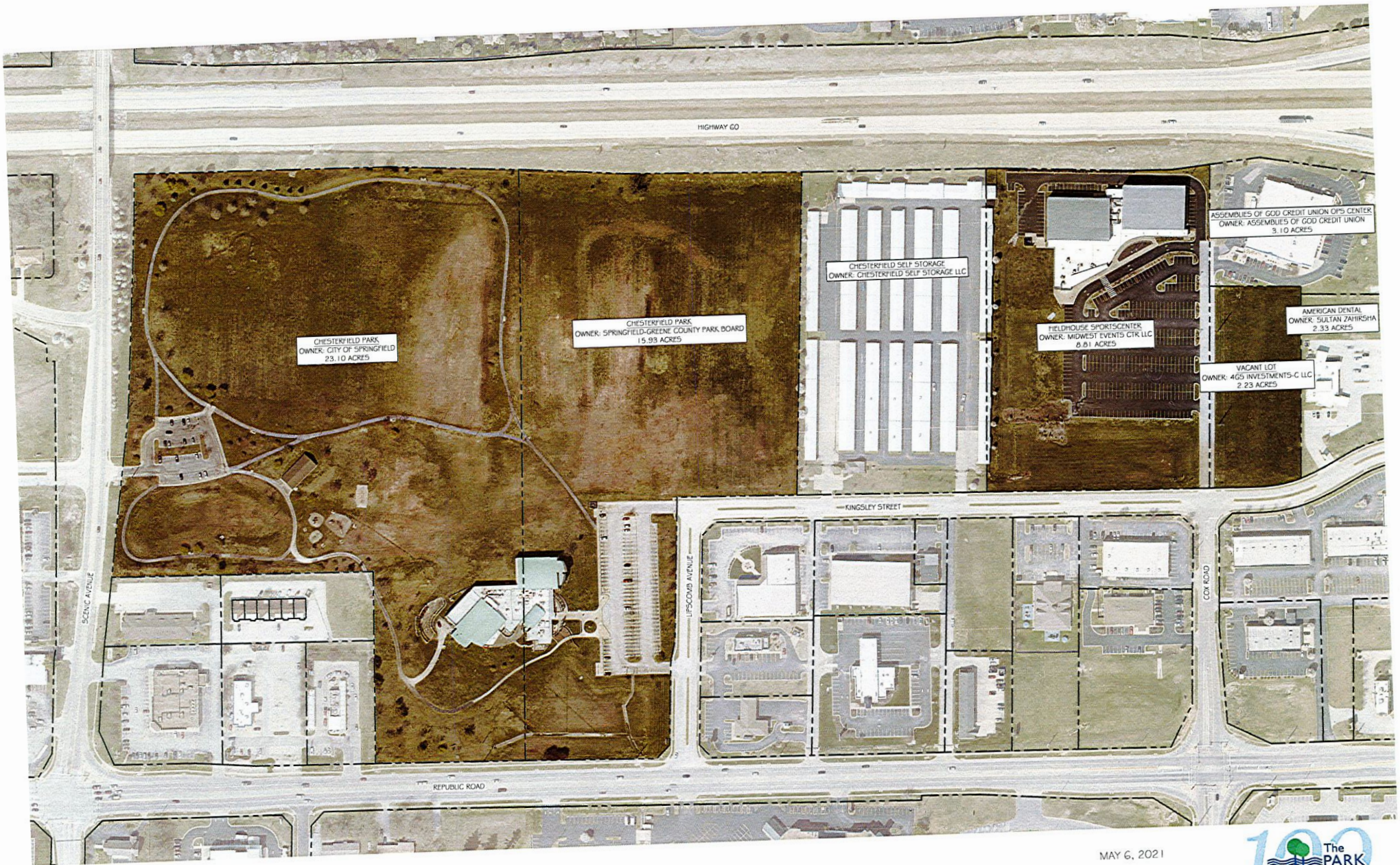


Jason Gage, City Manager



*FIELDHOUSE SPORTSCENTER
PROPERTY EXHIBIT*

Exhibit 1



CHESTERFIELD PARK PROPERTY EXHIBIT

MAY 6, 2021

1"=90'-0"

0 45 90 180



The Fieldhouse Sportscenter

A Case Study for Prospective Park Board Acquisition



1

The Fieldhouse Sportscenter Indoor Athletic Facility



- Owners (Dr. Craig & Kristen Naugle) approached the City and Park Board this past January regarding a possible purchase scenario.
- In conjunction with City Manager's Office and Park Board, Parks staff have been performing due diligence on the facility since that time.
- Facility located at 2235 W. Kingsley Street (in Chesterfield Park corridor). Very convenient access from James River Freeway, Kansas Expressway and Republic Road.
- Opened in 2013, facility and operation have solid reputation in indoor sports tournament circles, attracts visiting teams from other communities.

2

Fieldhouse Sportscenter – Background Specifics

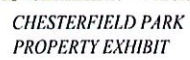
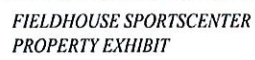
- 46,000 square-foot facility, featuring four full-size gyms with bleacher seating.
- For 2019, over 400,000 individuals came through the facility. Hosted 1,319 teams with approx. 11,000 games played. Even in 2020 year, still had 934 active teams.
- Specializes in basketball & volleyball tournament play and leagues, but also hosts pickleball, wrestling, instructional clinics, swap meets, craft festivals, etc.
- Facility also features large lobby w/arcade area, full-service concessions kitchen w/grill, four meeting/conference rooms, offices, parking for 344, ample storage.
- Privately-owned but available to the public (teams/individuals can rent time).

3

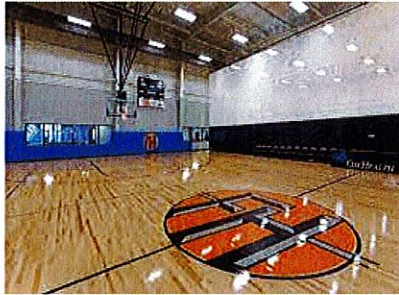
Fieldhouse Sportscenter – Background Specifics

- Very attractive, high-end finishes & furnishings throughout entire facility.
- Facility in exceptionally good shape for seven-year-old construction. Mechanical system, structure in great shape. Clearly has been well-maintained from the onset.
- Key Point – Only remaining public multi-court facility in Springfield community.
- Key Point – Room for future growth exists with additional pad site on property that could accommodate second 40,000 square-foot facility (but WOULD need parking).
- Key Point – Formal appraisal valuation at \$8,000,000. With their donation, Naugles willing to sell to City/Park Board for \$6,000,000 – want to see it stay a sports facility!

4



A Fieldhouse Sportscenter Visual Site Tour



7

A Fieldhouse Sportscenter Visual Site Tour



8

A Fieldhouse Sportscenter Visual Site Tour



9

Park Board Perspective

- Staff admiration for quality of facility, sports programming and overall reputation.
- Less-than-ideal timing given lack of Park Board capital/acquisition funding. Would require City of Springfield financial support through FY 2026-27 (Dan Kinney FC debt would retire).
- Addresses HUGE park system priority need – indoor space for basketball & volleyball leagues/tournaments. Allows for high-impact new programs – pickleball, archery, e-sports.
- Move-In-Ready – strong facility infrastructure, strong clientele base, strong location. Parks Sports Staff ready and capable of providing similarly-strong community sports programs. Concession area within facility a perfect fit for Parks Concession & Catering Division.
- Parks would bank revenues over expenses and create facility repair/replacement fund.

10

Park Board Perspective

- **Key Point:** Future growth on site could be achieved (when funds are available). Capability of doubling indoor space achieves “anchor facility” role. Would require additional parking.
- **Key Point:** Huddle Up Group’s recent Sports Tourism Assessment lists lack of an indoor “anchor facility” our community’s greatest sports facility weakness.
- **Key Point:** Similar to recent soccer facility collaborations, strong opportunity for Park Board to work collectively with Philcrest/Titan Sports, Sports Commission and CVB in pursuing joint tournament bids for national-caliber indoor facility sports events.
- **Key Point:** If Park Board doesn’t acquire, overwhelming likelihood property sells to buyer with alternative purpose due to great location and easy access. In essence, lone multi-court indoor sports facility available to the public is lost for the community.

11

Fieldhouse Prospective Purchase and Financing Scenarios

Key Assumptions:

A. Presumes the City purchases the building and leases back to Park Board for Operations.
 B. Parks would start funding, under a mutually agreed upon amount, payment of the annual debt service on the building after the Dan Kinney Family Center Project Debt is paid off in FY 2026-27. (Assumes City would fund payment of debt service the first six years: FY 22-27)
 C. Parks would be responsible for all facility operational costs and maintenance.

1. Purchase at Appraised Price of \$8,000,000	\$8,000,000	\$8,000,000/\$675,000 annually
---	-------------	--------------------------------

Estimated Annual Debt Service Payment Over 15 Years	\$675,000
---	-----------

Request City to Fund Debt Service Payment through FY 2026-27
 Parks Responsible for all Operational Costs and Maintenance
 Parks Assumes Portion of Remaining Debt Service Effective FY 2027-28

2. Purchase/Financing at \$7,000,000	\$8,000,000	\$7,000,000/\$600,000 annually
--------------------------------------	-------------	--------------------------------

Less \$1,000,000 tax incentive donation from ownership	(\$1,000,000)
--	---------------

Total Amount to Finance Over 15 Years	\$7,000,000
---------------------------------------	-------------

Estimated Annual Debt Service Over 15 Years	\$600,000
---	-----------

Request City to Fund Debt Service Payment through FY 2026-27
 Parks Responsible for all Operational Costs and Maintenance
 Parks Assumes Portion Remaining Debt Service Effective FY 2027-28

3. Purchase/Financing at \$6,000,000	\$8,000,000	\$6,000,000/\$525,000 annually
--------------------------------------	-------------	--------------------------------

Less \$1,000,000 tax incentive donation from ownership	(\$1,000,000)
--	---------------

Less \$1,000,000 naming rights or other private donation	(\$1,000,000)
--	---------------

Total Amount to Finance Over 15 Years	\$6,000,000
---------------------------------------	-------------

Estimated Annual Debt Service Over 15 Years	\$525,000
---	-----------

Request City to Fund Debt Service Payment through FY 2026-27
 Parks Responsible for all Operational Costs and Maintenance
 Parks Assumes Portion Remaining Debt Service Effective FY 2027-28

4. Purchase/Financing at \$5,000,000	\$8,000,000	\$5,000,000/\$450,000 annually
--------------------------------------	-------------	--------------------------------

Less \$1,000,000 tax incentive donation from ownership	(\$1,000,000)
--	---------------

Less \$1,000,000 naming rights or other private donation	(\$1,000,000)
--	---------------

Less \$1,000,000 from other private donation/investment in the property	(\$1,000,000)
---	---------------

Total Amount to Finance Over 15 Years	\$5,000,000
---------------------------------------	-------------

Estimated Annual Debt Service Payment Over 15 Years	\$450,000
---	-----------

Request City to Fund Debt Service Payment through FY 2026-27
 Parks Responsible for all Operational Costs and Maintenance
 Parks Assumes Portion Remaining Debt Service Effective FY 2027-28

12

Proposed Operation Revenue and Expenses

Fieldhouse Prospective/Estimated Operating
Income Statement

	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
OPERATING REVENUES					
Admissions	\$267,750	\$281,138	\$295,195	\$308,954	\$325,453
Concessions	\$250,425	\$265,451	\$281,378	\$292,717	\$300,035
Basketball/Volleyball/Ticketball	\$224,942	\$236,189	\$248,000	\$260,398	\$273,419
Court Rentals	\$98,910	\$103,163	\$108,321	\$113,737	\$119,424
Merchandise and Vending	\$7,850	\$8,850	\$10,350	\$12,350	\$14,850
Fitness Training	\$4,200	\$9,410	\$14,631	\$19,831	\$24,631
Sponsorships	\$30,000	\$30,000	\$35,000	\$40,000	\$45,000
Total Projected Annual Revenue	\$884,077	\$934,300	\$992,875	\$1,048,787	\$1,102,811
OPERATING EXPENSES					
Full-Time Employees Salaries	\$92,008	\$94,768	\$97,611	\$100,540	\$103,556
Temporary and Seasonal Employees	\$196,315	\$215,947	\$237,541	\$261,295	\$287,425
Payroll Taxes and Benefits	\$49,015	\$52,822	\$56,975	\$61,512	\$66,467
Other Professional Service Contracts	\$166,000	\$170,980	\$176,110	\$181,393	\$186,835
Food Supplies	\$83,475	\$88,484	\$93,793	\$97,572	\$100,102
Operating Supplies	\$28,446	\$39,294	\$40,474	\$41,316	\$49,999
Repairs and Maintenance	\$14,500	\$14,935	\$15,383	\$15,845	\$16,320
Communication Services and Equipment	\$69,482	\$21,350	\$34,498	\$28,514	\$65,569
Insurance	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
Utilities	\$80,000	\$82,400	\$84,872	\$87,418	\$90,041
Bank Charges	\$27,788	\$28,622	\$29,480	\$30,365	\$31,276
Park Operations-Building and Site Maintenance	\$10,000	\$51,500	\$53,050	\$54,640	\$56,280
Capital Equipment-Auto scrubber Unit	\$14,000	\$0	\$0	\$0	\$0
Total Projected Annual Expenses	\$876,029	\$866,252	\$925,092	\$966,274	\$1,059,498
TOTAL PROJECTED REVENUES					
Over (Under Expenses)	\$8,048	\$67,948	\$67,783	\$82,513	\$43,313
Sinking Fund-Reserve for Capital Equipment & Infrastructure Repairs	\$0	\$30,000	\$30,000	\$30,000	\$30,000
Net After Sinking Fund-Reserve	\$8,048	\$37,948	\$37,783	\$52,513	\$13,313

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City of Springfield
Parks Revenue

	FY2020 Budget	FY2020 Actual	Total
Activity Revenue	\$9,074,474	\$6,047,442	\$3,027,032
General Fund	4,934,240	3,308,188	\$1,626,052
2001 Sales Tax Fund	3,486,655	2,175,029	\$1,311,626
2006 Sales Tax Fund	988,931	633,069	\$355,872
Total Park Revenue Losses	\$9,409,826	\$6,116,276	\$3,293,550

	FY2020 Base (2019)	FY2020 Actual	Revenue Loss Total
	\$7,966,091	\$6,116,276	\$1,849,815
	4,082,682	3,308,188	\$774,494
	2,860,828	2,175,029	\$685,799
	1,022,581	633,069	\$389,522
Total	\$7,966,091	\$6,116,276	\$1,849,815

	FY2019 Budget	FY2019 Actual	
Activity Revenue	\$9,005,394	\$7,842,122	\$1,163,272
General Fund	4,875,160	4,082,682	\$792,478
2001 Sales Tax Fund	3,483,932	2,860,828	\$623,104
2006 Sales Tax Fund	928,931	1,022,581	(\$93,650)
Total Park Revenue Losses	\$9,288,023	\$7,966,091	\$1,321,932

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City of Springfield, MO
Funding Scenario (Fieldhouse Sportcenter Project)

Assumptions:
\$5 million financed
Aa3 rating (Moody's)
Dated: 8/26/2021

Maturity	15 yr ADS
07/31/2022	\$ 403,263.34
07/31/2023	\$ 403,000.00
07/31/2024	\$ 403,700.00
07/31/2025	\$ 404,000.00
07/31/2026	\$ 403,900.00
07/31/2027	\$ 403,400.00
07/31/2028	\$ 402,500.00
07/31/2029	\$ 403,700.00
07/31/2030	\$ 404,400.00
07/31/2031	\$ 404,600.00
07/31/2032	\$ 404,300.00
07/31/2033	\$ 403,500.00
07/31/2034	\$ 402,200.00
07/31/2035	\$ 402,900.00
07/31/2036	\$ 403,000.00

Notes:

1. Preliminary and subject to change.
2. The use of the rating shown herein is consistent with the rating of similar outstanding prior bonds.
3. Interest rate assumptions are based on current market conditions and similar credits.
4. The issuer's actual results may differ and Siftel makes no commitment to underwrite at these levels.
5. Costs of issuance and underwriter's discount are estimates for discussion purposes.
6. Analysis was performed with no changes to the term or the structure of the debt service from the currently outstanding issue.
7. Due to the current market dislocation caused by COVID-19, the interest rates assumed herein are estimated and provided for discussion purposes only and should not be considered indicative of available market execution.

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Projected Schedule of Events
City of Springfield, Missouri Special Obligation Bonds
(Park Projects), Series 2021A

June 2021	July 2021	August 2021
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
September 2021	October 2021	November 2021
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Date	Actions/Event	Responsible Party
(R) May 27, 2021	Distribute 1 st Drafts of Bond Documents (POS, Trust Indenture and Parameters Ordinance)	BC
(R) June 3, 2021	Comments to Gilmore & Bell on initial draft documents	AS
(M) May 31, 2021	Memorial Day Holiday	
(T) June 8, 2021	Distribute 2 nd Drafts of Bond Documents	BC
(M) June 14, 2021	Comments to Gilmore & Bell on 2 nd drafts	AS
(R) June 17, 2021	Distribute 3 rd Drafts of Bond Documents	
(T) June 22, 2021	Comments to Gilmore & Bell on 3 rd drafts	
(F) June 25, 2021	Final Parameters Bond Ordinance with all Exhibits to City Council for 1 st reading. Draft POS and rating documents to Moody's.	BC/B
(R) July 8, 2021	Questions from Moody's	
(M) July 12, 2021	City Council - 1 st reading of Parameters Bond Ordinance	
Week of July 19, 2021	Moody's ratings call & Due Diligence call with City	BC/B
(F) July 23, 2021	Send out six page packages	
(M) July 26, 2021	City Council - 2 nd reading and approval of Parameters Bond Ordinance; City signs all documents.	AS
(W) July 28, 2021	Rating received, POS ready for distribution	
Week of August 2nd	Market and sell Bonds	
(R) August 2nd, 2021	Close Bond Transaction	
	TEFRA Hearing????	

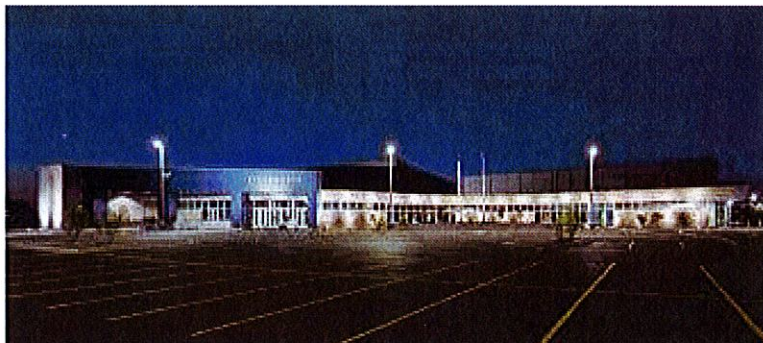
16

Where We Are in This Process/Potential Next Steps

- Parks Staff Assessment & Due Diligence of Facility
- Consultation with City Manager's Office, Finance Dept
- Property Appraisal Conducted, Negotiation with Owners (Naugles)
- Closed Session review/discussion with Park Board
- Preparing to conduct Property Appraisal on second tract (future parking)
- ✓ **Closed Session review/discussion with Mayor and City Council**
- If agreeable, work to move forward with project financing package
- Discuss second tract options with listing agent/ownership group
- Prepare bonding, documentation for formal City Council consideration

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Our Thanks For Your Consideration of Our Proposal



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Exhibit A

Gilmore & Bell, P.C.

June 18, 2021

\\dcfs\Data\wpdata\TES\, Springfield MO - Spec Ob Imp Bonds, Series 2021 (600634.20106)\Indenture v3.doc

TRUST INDENTURE

Dated as of August 1, 2021

Between

CITY OF SPRINGFIELD, MISSOURI

and

**BOKE, N.A.,
as Trustee**

**\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
(Fieldhouse Facility Project)
Series 2021**

600634.20106

TRUST INDENTURE

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Schedule 1 - Project

Exhibit A - Form of Bonds

Exhibit B - Form of Disbursement Request

* * *

TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of August 1, 2021, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, and having a corporate trust office located in Kansas City, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City’s Charter.

2. The City has determined that it is in the best interests of the City to issue \$[Principal Amount] aggregate principal amount of its Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021 (the “Bonds”) to (a) finance the acquisition of the Fieldhouse Sportscenter and adjacent property, all as more fully described in **Schedule 1** hereto (the “Project”), and (b) provide for payment of costs of issuance of the Bonds.

3. On July 26, 2021, the City Council passed Special Ordinance No. ____ (the “Bond Ordinance”), authorizing the issuance of the Bonds pursuant to this Indenture for the above purposes.

4. Pursuant to the Bond Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described below (said property being herein collectively referred to as the “Trust Estate”), to wit:

To secure the payment of the principal of and interest on the Bonds, all Pledged Revenues for the Bonds and all moneys and securities from time to time held by the Trustee under the terms of this Indenture for the Bonds (except payments required to be made to meet the requirements of Section 148(f) of the Code, as defined below, whether or not held in the Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof (the "Trust Estate").

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

THE TRUST ESTATE IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the other Bonds, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in such Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void with respect to such Bonds so provided for; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Appropriated Moneys" means moneys of the City which have been annually appropriated by the City for making payments of the principal of and interest on the Bonds and other payments described herein.

"Authorized City Representative" means the Mayor, City Manager or Director of Finance of the City, or such other Person at the time designated to act on behalf of the City as evidenced by written

certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Denominations” means \$5,000 or any integral multiple thereof.

“Bonds” means the City’s Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021, issued under this Indenture, as amended.

“Bond Counsel” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the City and acceptable to the Trustee.

“Bond Ordinance” means the Ordinance of the City authorizing the execution and delivery of this Indenture and the issuance of the Bonds.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“City” means the City of Springfield, Missouri, a constitutional home rule charter city and political subdivision of the State.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement of even date herewith, between the City and BOKF, N.A., as Dissemination Agent, as from time to time amended in accordance with the provisions thereof.

“Costs of Issuance Fund” means the fund by that name created in **Section 401** hereof.

“Debt Service Fund” means the fund by that name created in **Section 401** hereof.

“Event of Default” means any event or occurrence as defined in **Section 701** hereof.

“Financing Documents” means this Indenture, the Tax Compliance Agreement, the Continuing Disclosure Agreement and any other documents entered into in connection with the financing of the Project.

“Fiscal Year” means the fiscal year of the City, currently the twelve-month period beginning each July 1st and ending on the following June 30th.

“Government Securities” means bonds, notes, certificates of indebtedness, treasury bills or other securities which fit within the definition of Permitted Investments and constitute direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the

highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

“Immediate Notice” means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** hereof or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail, postage prepaid to such addressees.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Bonds or the Trustee, and who is acceptable to the Trustee.

“Original Purchaser” means Stifel, Nicolaus & Company, Incorporated, Kansas City, Missouri.

“Outstanding” means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with **Section 902** hereof;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206** hereof; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” or **“Registered Owner”** means the Person in whose name any Bond is registered on the Register.

“Paying Agent” means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

“Payment Date” means any date on which the principal of or interest on any Bonds is payable.

“Permitted Investments” means any of the following securities purchased in accordance with the Indenture and the City’s then-current policy for investment of funds, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) United States Treasury Securities (Bills, Notes, Bonds and Strips). The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

- (b) United States Agency/GSE Securities. The City may invest in obligations issued or guaranteed by any agency of the United States Government and in obligations issued by any governmental sponsored enterprise (GSE) which have a liquid market and a readily determinable market value that are described as follows:
- (1) U.S. Government Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.
 - (2) U.S. Government Agency Discount Notes. Purchased at a discount.
 - (3) U.S. Government Agency Callable Securities. Restricted to securities callable at par.
 - (4) U.S. Government Agency Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed interest rate.
 - (5) U.S. Government Agency Floating Rate Securities. The coupon rate floats off of only one index. Restricted to coupon with no interim caps that reset at least quarterly.
 - (6) U.S. Government Mortgage Backed Securities (MBS, CMO, Pass-Thru Securities). Restricted to obligations of FNMA, FHLMC and GNMA only.
- (c) Direct and general obligations of the State of Missouri (the “State”), to the payment of the principal of and interest on which the full faith and credit of such State is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.
- (d) Obligations of the City.
- (e) Certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the any trustee for the bonds or notes or any affiliate), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b), which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to the Trustee that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.
- (f) Any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by

the Federal Reserve Bank of New York, which repurchase agreement is secured by any one or more of the securities described in clauses (a) or (b) above.

- (g) Any mutual fund rated in either of the two highest rating categories by a nationally recognized rating agency which invests solely in one or more securities described in clause (a), (b) or (d) above.
- (h) Investments in a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and have a rating of “AAAm” or “AAAm-G” or better by Standard & Poor’s and is rated Aaa, Aa1 or Aa2 by Moody’s.
- (i) Investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized rating agency.
- (j) Banker’s acceptances issued by domestic commercial banks possessing the highest rating issued by a nationally recognized rating agency.
- (k) Commercial paper issued by domestic corporations which has received the highest rating issued by a nationally recognized rating agency.

“**Person**” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“**Pledged Revenues**” means all moneys held under the Indenture in the Debt Service Fund, together with investment earnings thereon.

“**Project**” means acquiring, constructing, improving and installing the improvements described in **Schedule 1**, acquiring any real property and easements and rights-of-way necessary for the improvements, paid for in whole or in part from the proceeds of Bonds, and all additions, modifications and improvements made to the Project, as they may at any time exist.

“**Project Costs**” means all of the cost of the design, construction and installation of the Project and other related costs of the Project, including, without limitation, (i) easement, right-of-way and real property acquisition costs, and (ii) professional fees, including engineering, financial consultants and legal fees.

“**Project Fund**” means the fund by that name created in **Section 401** hereof.

“**Rebate Fund**” means the fund by that name created in **Section 401** hereof.

“**Record Date**” for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such Interest Payment Date.

“**Register**” means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

“**Registrar**” means the Trustee when acting as such under this Indenture.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article X** hereof.

“Tax Compliance Agreement” means the Tax Compliance Agreement of even date herewith, between the City and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means BOKF, N.A., Kansas City, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

- (a) *Authorized Amount and Title of Bonds.* There shall be issued under and secured by this Indenture a series of bonds in the aggregate principal amount of \$[Principal Amount] for the purpose of providing funds to the City to (1) finance the Project, and (2) provide for payment of costs of issuance of the Bonds, which series of bonds shall be designated “Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021” (the “Bonds”). No bonds may be issued under this Indenture except in accordance with the

provisions of this Article. The total principal amount of bonds and the number of bonds that may be issued under this Indenture is limited as provided in this Section.

- (b) *Form of Bonds.* The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.
- (c) *Denominations.* The Bonds shall be issuable as fully registered Bonds in Authorized Denominations.
- (d) *Numbering.* Unless the City directs otherwise, the Bonds shall be numbered from R-1 upward.
- (e) *Dating.* The Bonds shall be dated as of the date of initial issuance and delivery thereof.
- (f) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Bond Register as of the close of business of the Trustee on the Record Date for such Payment Date, or (2) in the case of a principal or interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice delivered to the Trustee not less than 15 days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Owner wishes to have such transfer directed.

Section 202. Nature of Obligations.

- (a) The Bonds and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues for the Bonds and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the related Trust Estate to the Trustee and in favor of the Owners of such Bonds, as provided in this Indenture.
- (b) The obligation of the City to make payments under this Indenture does not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

- (c) No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future elected official of the City or any trustee, officer, official, employee or agent of the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official of the City, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 203. Execution, Authentication and Delivery of Bonds.

- (a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by the Persons who, at the actual time of the execution of such Bond, are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.
- (b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

Section 204. Registration, Transfer and Exchange of Bonds.

- (a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.
- (b) Any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, and in any denomination or denominations authorized by this Indenture.
- (c) Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same maturity, of any denomination or

denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.

- (d) In all cases in which Bonds are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.
- (e) No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the City. In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.
- (f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.
- (g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Description of Bonds.

- (a) There shall be issued and secured by this Indenture the Bonds in an aggregate principal amount of \$[Principal Amount].
- (b) The Bonds shall be dated August 26, 2021 and shall become due in the amounts on the maturity dates, subject to redemption and payment prior to their maturities as provided in **Article III** hereof, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2021.

Serial Bonds

<u>Stated Maturity December 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2022	\$,000	%
2023	,000	
2024	,000	
2025	,000	
2026	,000	
2027	,000	
2028	,000	
2029	,000	
2030	,000	
2031	,000	
2032	,000	
2033	,000	
2034	,000	
2035	,000	
2036	,000	

- (c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.
- (d) The Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** attached hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:
- (1) A copy of the Bond Ordinance, certified by the City Clerk of the City, approving the issuance of the Bonds and authorizing the execution of this Indenture.
 - (2) An original executed counterpart of this Indenture and the other Financing Documents.
 - (3) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the City and that the interest on the Bonds is excludable from gross income of the owners thereof for federal and Missouri income tax purposes.
 - (4) An opinion of Bond Counsel to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.
 - (5) A request and authorization to the Trustee executed by the City to authenticate the Bonds and deliver said Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the City, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

- (6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.
- (e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price thereof.

Section 206. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Bonds.

- (a) *Optional Redemption of Bonds.* At the option of the City, the Bonds or portions thereof maturing on December 1, 20__, and thereafter may be called for redemption and payment prior to their stated maturity on December 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed plus accrued interest thereon to the redemption date.
- (b) *Extraordinary Optional Redemption of Bonds.* The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
- (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
- (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or
- (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

Section 303. Selection of Bonds to be Redeemed.

- (a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee from such maturities and in such amounts as the City may determine.
- (b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Section 304. Notice of Redemption of Bonds.

- (a) In the case of Bonds called for redemption under **Section 302**, the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of

redemption as provided below upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City (unless a shorter notice shall be satisfactory to the Trustee).

Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption to the Original Purchaser and the Owner of the Bond or Bonds to be redeemed at the address shown on the Register; provided, however, that failure to give such notice by mailing as aforesaid to any Owner or any defect therein as to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bonds.

- (b) All official notices of redemption shall be dated and shall state:
- (1) the redemption date,
 - (2) the redemption price,
 - (3) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Trustee may reasonably determine),
 - (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
 - (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee; and

In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines, published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

- (c) The Trustee shall mail by first-class mail to the City a copy of such redemption notice.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the City that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, moneys or Government Securities shall be deposited with the Trustee as provided in **Section 402** hereof to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the

happening of the above conditions, and notice having been given as provided in **Section 304** hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds; Application of Bond Proceeds and other Moneys.

- (a) The following funds of the City are hereby created and established with the Trustee:
- (1) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2021 Project Fund (the “Project Fund”).
 - (2) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2021 Debt Service Fund (the “Debt Service Fund”).
 - (3) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2021 Costs of Issuance Fund (the “Costs of Issuance Fund”).
 - (4) Rebate Fund.

Each fund and account shall be maintained by the Trustee as a separate and distinct trust fund or account and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

- (b) The net proceeds received from the sale of the Bonds in the amount of \$_____ (which is equal to the par amount of the Bonds of \$[Principal Amount].00, less underwriter’s discount of \$_____, plus [net] reoffering premium of \$_____), shall be deposited or paid simultaneously with the delivery of the Bonds as follows:
- (1) \$_____ of the net proceeds of the Bonds shall be deposited in the Costs of Issuance Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 404** hereof.
 - (2) The remaining net proceeds of the Bonds in the amount of \$_____ shall be deposited in the Project Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 405** hereof.

Section 402. Transfer of Appropriated Funds by City. Subject to **Section 202** hereof, on the Business Day prior to each Payment Date, the City shall transfer to the Trustee Appropriated Moneys for the Bonds sufficient to make the following deposits to the funds and accounts created hereunder and the Trustee shall deposit such Appropriated Moneys received from the City as follows:

First, for transfer to the Rebate Fund, an amount sufficient to pay rebate, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the City in accordance with the Tax Compliance Agreement;

Second, for transfer to the Debt Service Fund an amount sufficient to pay the principal and/or interest on the Bonds on the next succeeding Payment Date (taking into account moneys already on deposit in the Debt Service Fund for payment of debt service on the Bonds); and

Third, for payment to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts.

If the amount transferred by the City shall be insufficient to make all such deposits, such Appropriated Moneys will be applied in such amounts and into such funds and accounts as directed by the City.

Section 403. Debt Service Fund.

- (a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, and interest on the Bonds as the same mature and become due.
- (b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.
- (c) After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City.

Section 404. Costs of Issuance Fund. Moneys in the Costs of Issuance Fund shall be disbursed for the sole purpose of paying costs of issuance of the Bonds. Costs of issuance shall be paid from time to time by the Trustee, upon receipt of a written request of the City signed by the Authorized City Representative, and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form. Any moneys remaining in the Costs of Issuance Fund on March 1, 2022 shall be deposited, without further authorization, into the Project Fund.

In making payments and disbursements pursuant to this Section, the Trustee may rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent investigation in connection with the matters set forth in the written requests.

Section 405. Project Fund. Moneys in the Project Fund shall be disbursed by the Trustee from time to time, upon receipt of a written request of the Authorized City Representative and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form, to pay, or reimburse the City for payment of, the Project Costs and, to the extent not paid from the Costs of Issuance Fund, costs of issuing the Bonds. Any moneys remaining on deposit in the Project Fund when the Project is completed, as evidenced by a certificate delivered by the Authorized City Representative to the Trustee, shall immediately be transferred by the Trustee to the Debt Service Fund.

Section 406. Non-Presentation of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within three years after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

Section 407. Transfer of Funds. The Trustee is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Payment Date.

Section 408. Rebate Fund.

- (a) There shall be deposited by the Trustee in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. Subject to the transfer provisions provided in subsection (c) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).
- (b) Pursuant to the Tax Compliance Agreement, the Trustee, on behalf of the City, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the City.
- (c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate (except for the Rebate Fund) and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

- (a) Moneys in all funds and accounts held by the Trustee under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Permitted Investments at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, the Trustee shall invest moneys in the Federated Treasury Obligations Fund (TOSXX) as a standing direction. Moneys on deposit in all funds and accounts may be invested only in Permitted Investments which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department.
- (b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the most recent Payment Date. The Trustee shall not be liable for any loss (including specifically depreciation of value) resulting from any investment made in accordance herewith.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. City to Issue Bonds and Execute Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 602. Covenant to Request Appropriations. The City covenants and agrees that the City Manager or any other officer of the City at any time charged with the responsibility of formulating

budget proposals to (a) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, and (b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds.

Section 603. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 604. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

Section 605. General Limitation on City Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 606. Recording and Filing. The City shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

Section 607. Possession and Inspection of Books and Documents. The City and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

Section 608. Tax Covenants.

- (a) The City shall not use or permit the use of any proceeds of the Bonds or any other funds of the City, and the Trustee shall not use any proceeds of the Bonds or any other funds of the City held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the City is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The City and the Trustee shall be deemed in compliance with this Section to the extent they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

- (b) The City shall not (to the extent within its power or direction) use or permit the use of any proceeds of the Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as other than an obligation described in Section 103(a) of the Code.
- (c) The City will not (to the extent within its power or direction) use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141 (a) of the Code.
- (d) The Trustee agrees to comply with any written letter or Opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.
- (e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article IX** hereof or any other provision of this Indenture, until the final scheduled payment of all Bonds Outstanding.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. The occurrence of any one or more of the following events are defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the City by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or
- (b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted; or
- (c) The failure to pay the principal of, or interest on the Bonds when due.

The Trustee shall give written notice of any Event of Default to the City as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)** hereof.

Section 702. Acceleration.

- (a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, with respect to an Event of Default set forth above, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.
- (b) In case of any rescission pursuant to **Section 712** hereof, the Trustee, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.
- (c) At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds then Outstanding with respect to an Event of Default set forth in **Section 701**, may, by written notice to the City and the Trustee, rescind and annul such declaration and its consequences if:
 - (1) there is deposited with the Trustee a sum sufficient to pay:
 - (A) all overdue installments of interest on the Bonds;
 - (B) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and
 - (C) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
 - (2) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 712** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to (a) reasonable

compensation to the Trustee, its agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708** hereof.

Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Trust Estate, the Trustee shall render annually to the City a summarized statement of receipts and expenditures in connection therewith.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee. If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding with respect to an Event of Default set forth above, and indemnified as provided in **Section 801(1)** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it.

All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

- (a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)** hereof; and
- (b) such default has become an Event of Default; and
- (c) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to

institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(1)** hereof; and

- (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the City to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801** hereof.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Costs of Issuance Fund shall be applied as follows:

- (a) If the principal of all Bonds have not become or have not been declared due and payable, all such moneys shall be applied:
 - (1) *First* - To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.
 - (2) *Second* - To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not

sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

- (b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.
- (c) If the principal of all Bonds have been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712** hereof, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of Bonds then Outstanding with respect to which an Event of Default has occurred, except a default:

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond; or

- (b) in respect of a covenant or provision hereof which under **Article X** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

- (a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.
- (b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.
- (c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the City or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** hereof other than for the earnings thereon. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to

the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

- (d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.
- (e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.
- (f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.
- (g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.
- (h) The Trustee shall not be required to take notice of any Event of Default, other than a failure to make any payment on the Bonds when due, unless the Trustee is specifically notified in writing of such Event of Default by the City or by the Owners of at least 10% in aggregate principal amount of all Bonds then Outstanding.
- (i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the components of the Project financed with the proceeds of the Bonds, including all books, papers and records of the City pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.
- (j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.
- (k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever

within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.

- (l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** hereof concerning the payment of principal and interest on the Bonds, declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs, liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.
- (m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.
- (n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.
- (o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.
- (p) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by Electronic Notice, provided, however, that such instructions or directions shall be signed by an Authorized City Representative. If the City elects to give the instructions by Electronic Notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such Electronic Notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. "Electronic Notice" means notice given by telecopy or facsimile transmission or similar electronic means of communication, including but not limited to e-mail, which produces evidence of transmission.

- (q) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:
- (1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;
 - (2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;
 - (3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;
 - (4) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and
 - (5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the City for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys transferred by the City are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Fourth* of **Section 402** on any Payment Date, the unpaid portion shall be carried forward to the next Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

Section 803. Notice of Default. If a default occurs of which the Trustee is required to take notice or notice is given to the Trustee as provided in **Section 801(h)** hereof, then the Trustee shall give written notice thereof to the City within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702** hereof) by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(l)** hereof as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808** hereof, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City and the Owners, and such resignation shall take effect upon the appointment of a successor Trustee pursuant to **Section 807** hereof. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which with notice or the lapse of time will become an Event of Default as provided in **Section 701(a)** hereof, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The City or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent

jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 808. Qualifications of Trustee and Successor Trustees. The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank qualified to do business in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$75,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the City, by a guarantor with such combined capital and surplus. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 810. Trust Estate May be Vested in Co-Trustee.

- (a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.
- (b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

- (c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.
- (d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement. Unless the Trustee is doing so on a more frequent basis, the Trustee shall render an annual statement for each calendar year ending December 31 to the City and, if so requested and the expense thereof is paid, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

- (a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.
- (b) The City may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.
- (c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City and the Trustee. The Paying Agent may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

- (a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902** hereof, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Funds required to be paid to the City under **Article IV** hereof and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.
- (b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

Section 902. Bonds Deemed to Be Paid.

- (a) Bonds or any portions thereof shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Bonds to be included in gross income for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.
- (b) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and

interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

- (c) If the interest earnings on money or Government Obligations are necessary to provide for the payment of the Bonds under this Section, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or prior to the applicable maturity date.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following proposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) to provide for the refunding of any Bonds in accordance with the terms hereof;
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder;
- (g) to modify or eliminate any of the terms of this Indenture; provided, however, that:
 - (1) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding issued prior to the execution of such Supplemental Indenture; and
 - (2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes operative; and

- (h) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the security of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** hereof and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001** or **1002** hereof, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Sections 1001** or **1002** hereof, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Bonds then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the City or an assignee of the City, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the City or any affiliate or any Person controlling, controlled by or under common control with the City, shall be disregarded and deemed not to be Outstanding under this Indenture.

Section 1102. Notices.

- (a) Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City or the Trustee if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed by telephone, on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:

- (1) To the City at:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801
Attention: City Manager

- (2) To the Trustee at:

BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

- (3) To the Owners:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Payment Date.

Section 1106. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

Section 1107. No Sale. The City covenants and agrees that, except as provided herein, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Transaction. The transaction described herein may be conducted and related documents may be sent, received and 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 laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Springfield, Missouri has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A., has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

[SEAL]

By: _____
Title: City Manager

ATTEST:

By: _____
Title: City Clerk

BOKF, N.A., as Trustee

[SEAL]

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

SCHEDULE 1

The Project generally consists of the acquisition of the Fieldhouse Sportscenter and adjacent property for incorporation into the Springfield-Greene County Park Board's operations.

EXHIBIT A

(FORM OF BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF MISSOURI

Registered
No. R-____

Registered
\$_____

CITY OF SPRINGFIELD, MISSOURI

**SPECIAL OBLIGATION IMPROVEMENT BOND
(PARK PROJECTS)
SERIES 2021**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	December 1, 20__	August 26, 2021	

Registered Owner: _____ **** CEDE & CO. ****

Principal Amount: _____ **DOLLARS**

THE CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months)

from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2021, until said principal amount has been paid.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Bond shall be paid at maturity by check or draft to the person in whose name this Bond is registered at the maturity date thereof, upon presentation and surrender of this Bond at the principal payment office of BOKF, N.A., Kansas City, Missouri (the "Trustee"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the interest payment date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or, if such Bonds are held by a Securities Depository or, at the written request addressed to the Paying Agent by any Registered Owner of Bonds in the aggregate principal amount of at least \$500,000, by electronic transfer in immediately available funds to a bank located in the continental United States for credit to the ABA routing number and account name and number filed with the Paying Agent not less than 15 days prior to the Record Date for such interest. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner under such Registered Owner's Bond.

This Bond is one of an authorized series of bonds of the City designated "Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021," in the aggregate principal amount of \$[Principal Amount] (the "Bonds"), issued by the City to finance the Project and provide for payment of costs of issuance of the Bonds, by, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to a Trust Indenture dated as of August 1, 2021, between the Trustee and the City (the "Indenture") and proceedings duly and legally had by the governing body of the City.

At the option of the City, the Bonds or portions thereof maturing on December 1, 20__, and thereafter may be redeemed and paid prior to maturity on December 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

At the option of the City, the Bonds are subject to redemption and payment prior to the stated maturity thereof, in whole or in part on any date upon the occurrence of certain extraordinary events or circumstances as specified in the Indenture, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date.

The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose. The obligation of the City to make payments into the Debt Service Fund and any other obligations of the City to make payments under the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the

amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years.

The Bonds are issued in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal and interest payments to participants of the Securities Depository, and transfers of principal and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

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

This Bond shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF SPRINGFIELD, MISSOURI** has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Bond to be dated as of the Dated Date shown above.

Registration Date: _____

CITY OF SPRINGFIELD, MISSOURI

CERTIFICATE OF AUTHENTICATION

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

By: _____
Title: Mayor

(SEAL)

BOKF, N.A., as trustee

ATTEST:

By: _____
Title: Authorized Signatory

By: _____
Title: City Clerk

ASSIGNMENT

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

agent to transfer the within Bond on the books kept by the Trustee for the registration thereof, with full
power of substitution in the premises.

Dated: _____, _____

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

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signatures) must be guaranteed by
an eligible guarantor institution as defined by
SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

EXHIBIT B

Request No.: _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FROM THE
[COSTS OF ISSUANCE FUND][PROJECT FUND]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(PARK PROJECTS)
SERIES 2021**

To: BOKF, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

as Trustee under the Indenture of Trust, dated as of August 1, 2021, from the City of Springfield, Missouri, to said Trustee (the “Indenture”)

Pursuant to Article IV of the Indenture, the City of Springfield, Missouri (the “City”) requests payment from the [Costs of Issuance Fund][Project Fund] in accordance with this request and said Article and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment I hereto.
4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Indenture and each item thereof is a proper charge against the [Costs of Issuance Fund][Project Fund].
5. Each item listed above has not previously been paid or reimbursed from moneys in the [Costs of Issuance Fund][Project Fund] and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed from Bond proceeds.
6. There has not been filed with or served upon the City any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.

7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefor.
8. Lien waivers for costs for which payment is hereby requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) have been received and are on file with the City and will be delivered upon request.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: Authorized City Representative

ATTACHMENT I

**TO WRITTEN REQUEST FOR DISBURSEMENT FROM THE
[COSTS OF ISSUANCE FUND][PROJECT FUND]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(PARK PROJECTS)
SERIES 2021**

REQUEST NO. _____

DATED _____, ____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the [costs of issuance][Costs of the Project] for which the obligation to be paid was incurred
---	-------------------	--

Exhibit B

Gilmore & Bell, P.C.

July 12, 2021

TES\Springfield MO - Special Obligation Improvement Bonds, Series 2021 (600634.20106)\POS v5.docx

Moody's Rating: ____
See "RATING" herein

BOOK ENTRY ONLY

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (1) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax, and (2) is exempt from income taxation by the State of Missouri. The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX MATTERS" in this Official Statement.

**\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(FIELDHOUSE FACILITY PROJECT)
SERIES 2021**

Dated: Date of Delivery

**Due: December 1, as shown
on inside cover page**

The Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. The Bonds will be available for purchase in denominations of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. DTC will receive all payments with respect to the Bonds from BOKF, N.A., Kansas City, Missouri, as Trustee under the Indenture (defined herein) for the Bonds. DTC is required to remit such payments to DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. Semiannual interest will be payable on June 1 and December 1, beginning December 1, 2021.

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year by the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the City to pay the principal of and interest on the Bonds.

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation. The fiscal year of the City begins on each July 1 and ends on the following June 30. No property of the City is pledged or encumbered as security for the payment of the Bonds.

Certain risk factors are associated with the purchase of the Bonds. See "RISK FACTORS."

The Bonds are offered when, as and if issued and received by Stifel, Nicolaus & Company, Incorporated, as Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters relating to this Official Statement will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, Missouri, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as Underwriter's Counsel. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York, on or about August __, 2021.

[STIFEL LOGO]

The date of this Official Statement is August __, 2021.

* Preliminary, subject to change.

\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(FIELDHOUSE FACILITY PROJECT)
SERIES 2021

MATURITY SCHEDULE*

<u>Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
2022	\$,000			
2023	,000			
2024	,000			
2025	,000			
2026	,000			
2027	,000			
2028	,000			
2029	,000			
2030	,000			
2031	,000			
2032	,000			
2033	,000			
2034	,000			
2035	,000			
2036	,000			

* Preliminary, subject to change.

CITY OF SPRINGFIELD, MISSOURI

840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801-8368
(417) 864-1001

Mayor

Ken McClure

City Council

Angela Romine, Zone 1 Councilwoman
Abe McGull, Zone 2 Councilman
Mike Schilling, Zone 3 Councilman
Matthew Simpson, Zone 4 Councilman
Heather Hardinger, General Councilwoman A
Craig Hosmer, General Councilman B
Andrew Lear, General Councilman C
Richard Ollis, General Councilman D

City Administration

Jason Gage, City Manager
Collin Quigley, Deputy City Manager
Maurice Jones, Deputy City Manager
Anita Cotter, City Clerk
Rhonda Lewsader, City Attorney
David Holtmann, Director of Finance
Dan Smith, Director of Public Works
Brendan Griesemer, Acting Director of Planning and Development
Bob Belote, Director of Parks and Recreation
Brian Weiler, Director of Aviation
David Pennington, Fire Chief
Paul F. Williams, Chief of Police
Errin Kemper, Director of Environmental Services

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
Kansas City, Missouri

BOND COUNSEL

Gilmore & Bell, P.C.
Kansas City, Missouri

CERTIFIED PUBLIC ACCOUNTANTS

RSM US, LLP
Kansas City, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

In connection with the offering of the Bonds, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

This Official Statement contains "forward-looking statements." These forward-looking statements include statements about the City's projections and future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words "estimate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include those discussed in the "RISK FACTORS" section of this Official Statement as well as under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Sources of Payment." The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

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OFFICIAL STATEMENT

\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(FIELDHOUSE FACILITY PROJECT)
SERIES 2021

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

Purpose of this Official Statement

The purpose of this Official Statement is to furnish information relating to (1) the City of Springfield, Missouri (the “City”), and (2) the City’s Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021 (the “Bonds”).

The City

The City is a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri. See “**THE CITY.**”

The Bonds

The Bonds are being issued pursuant to the Trust Indenture dated as of September 1, 2021 (the “**Indenture**”), between the City and BOKF, N.A. (the “**Trustee**”). The Bonds are being issued for the purpose of (i) providing funds to pay costs related to the acquisition of the Fieldhouse Sportscenter and adjacent property, as further described herein (the “**Project**”), and (ii) paying costs of issuance of the Bonds. See “**PLAN OF FINANCING.**”

Security and Source of Payment

The payment of the principal of and interest on the Bonds and the obligation to make other payments required under the Indenture is subject to annual appropriation by the City. The City is not required or obligated to make any such appropriation. No property of the City is pledged or encumbered to secure payment of the Bonds.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year of the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years (“**Appropriated Moneys**”). The City is not obligated to make any such annual appropriation. The fiscal year of the City (the “**Fiscal Year**”) begins on each July 1st and ends on the following June 30th.

The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and

* Preliminary, subject to change.

credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds. See **“SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”**

Financial Statements

Audited financial statements of the City, as of and for the fiscal year ended June 30, 2020, are included in **Appendix D** to this Official Statement. These financial statements have been audited by RSM US, LLP, Kansas City, Missouri, independent certified public accountants, to the extent and for the period indicated in their report, which is also included in **Appendix D**.

Continuing Disclosure Information

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has also agreed to provide to the Municipal Securities Rulemaking Board prompt notice of the occurrence of certain events with respect to the Bonds. See **“CONTINUING DISCLOSURE.”**

Bond Rating

The City has received the rating on the Bonds set forth on the cover page from Moody’s Investors Service. See **“RATING.”**

THE CITY

The City contains approximately 82.9 square miles of area and is located in Greene County in the southwest portion of the State of Missouri. The City is the county seat of Greene County, Missouri (the “County”) and is located approximately 170 miles southeast of Kansas City and 220 miles southwest of St. Louis. The City is located at the junction of Interstate 44, U. S. Highways 65, 60 and 160, and State Routes 13 and 344. The City is the third largest metropolitan area in the State of Missouri and is a major center for trade and commerce in the southwest portion of the State of Missouri.

For further information about the City, see **Appendix A – City of Springfield, Missouri – General, Economic and Financial Information** and **Appendix D – City of Springfield, Missouri Comprehensive Annual Financial Report with Independent Auditor’s Report for the Year Ended June 30, 2019.”**

PLAN OF FINANCING

Authorization and Purpose of the Bonds

The Bonds are authorized and being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the City’s Charter, an ordinance passed by the City Council (the **“Bond Ordinance”**) and the Indenture. The Bonds are being issued for the purpose of funding the costs of the Project and paying costs of issuance for the Bonds.

The Project

A portion of the proceeds of the Bonds will be deposited in the Project Fund established under the Indenture for the purpose of providing funds to pay costs related to the acquisition of the Fieldhouse Sportscenter and adjacent property for incorporation into the Springfield-Greene County Park Board’s operation.

Sources and Uses of Funds*

The following table summarizes the estimated sources and uses of funds for the plan of financing:

Sources of Funds:

Principal of the Bonds	[\$[Principal Amount]]*
Net original issue (discount)/premium	_____
Total.....	\$ _____

Uses of Funds:

Project Fund Deposit	\$ _____
Costs of issuance	_____
Total.....	\$ _____

THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Indenture for the detailed terms and provisions thereof.

Description of the Bonds

The Bonds will be issued in the principal amount of \$[Principal Amount]*. The Bonds will be dated the date of initial issuance and delivery thereof, and will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on December 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2021. While the Bonds remain in book-entry only form, payments to Beneficial Owners (as defined herein) are governed by the rules of DTC as described in **Appendix E**. If DTC ceases to act as securities depository for the Bonds, payment may be made as described in the Indenture.

Redemption*

Optional Redemption. At the option of the City, the Bonds or portions thereof maturing on December 1, 20____, and thereafter may be called for redemption and payment prior to maturity on December 1, 20____, and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. When less than all Bonds are to be redeemed, such Bonds will be redeemed from maturities selected by the City, and Bonds of less than a full maturity will be selected by the Trustee in multiples of \$5,000 principal amount.

Extraordinary Optional Redemption. The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);

* Preliminary, subject to change.

- (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
- (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or
- (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

Notice and Effect of Call for Redemption. If any of the Bonds are to be redeemed prior to maturity, the Trustee will give written notice of the City's intention to redeem and pay the Bonds by first-class mail to the original purchaser of the Bonds, and to the Registered Owner of each Bond, said notice to be mailed not less than 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed will become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Bonds or portion of Bonds shall cease to bear interest.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent will provide the notices of Bonds to be redeemed to DTC. It is expected that DTC will, in turn, notify the DTC Participants and that the DTC Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a DTC Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, a DTC Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, will not affect the validity of the redemption of such Bond.

Book-Entry Only System

Ownership interests in the Bonds will be available to purchasers only through a book-entry only system (the "**Book-Entry Only System**") described in *Appendix E*.

Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System

If the Book-Entry Only System is discontinued the following provisions would apply: Each Bond when issued will be registered by the Trustee in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Sources of Payment

Annual Appropriation Obligations. The Bonds and the interest thereon constitute special obligations of the City payable solely from Appropriated Moneys. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other

moneys or property to the City to pay the principal of and interest on the Bonds. See “**Appendix B – Definitions of Words and Terms and Summary of the Indenture.**”

In the Bond Ordinance, the City Council has directed the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals, subject to the provisions of the Indenture, from and after delivery of the Bonds and so long as any of the Bonds are outstanding, to (1) include in each annual budget prepared and presented to the City Council an appropriation of the amount necessary to pay debt service on the Bonds in the next succeeding Fiscal Year, and (2) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

The payment of the principal of and interest on the Bonds and other payments by the City under the Indenture are subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council. No property of the City is pledged or encumbered as security for payment of the Bonds.

Possible Sources of Repayment for the Bonds. The City anticipates that Appropriated Moneys will be derived primarily from unencumbered appropriation balances from the prior fiscal year through fiscal year ended June 30, 2026.

Beginning in fiscal year ended June 30, 2027, after the payoff of certain Greene County, Missouri (the “County”) parks bonds, the City anticipates that Appropriated Moneys will be derived primarily from a portion of 1/8 cent 2001 County-wide Parks Sales Tax (the “2001 Parks Sales Tax”). The 2001 Parks Sales Tax was approved by a majority of the voters in the County voting on the question at an election held in 2001, for the purpose of acquisition and development of parks facilities in the County. The County, the Springfield-Greene County Park Board (the “Park Board”) and the City have entered into an “Interlocal Governmental Agreement City/County Park Initiative” dated August 21, 2001, as amended (collectively, the “2001 Parks Sales Tax Distribution Agreement”) under which the County agrees that, subject to annual appropriation, it will distribute certain of the proceeds of the 2001 Parks Sales Tax to cities within the County, and retain a portion of the proceeds for the use of the County, based on a formula calculated by taking into account the relative populations of those communities and the County. The portion of the proceeds retained by the County are then also made available to the Park Board for its use in developing and operating parks on a County-wide basis.

The following table represents the amount of the 2001 Parks Sales Tax distributed to the City and Park Board in in each of the years designated, as adjusted based on amendments to the 2001 Parks Sales Tax Distribution Agreement to account for updated census data. The amount distributed to the City in each year is made available by the City to the Park Board to fund its activities pursuant to the 2001 Parks Sales Tax Distribution Agreement.

<u>Year</u>	<u>Amount</u>
2016	\$4,929,009
2017	4,960,859
2018	5,208,488
2019	5,217,065
2020	5,420,105

There can be no assurance that (i) the City Council of the City will use any unencumbered appropriation balance or portion thereof for the purpose of paying debt service on the Bonds, or (ii) that any unencumbered appropriation balance will not be used for other purposes, including payment of debt service on other bonds or paying for eligible projects, in lieu of paying debt service on the Bonds, (iii) the City Council of the City will appropriate any of the 2001 Parks Sales Tax for the purpose of paying debt service on the Bonds, or (iv) that proceeds of the 2001 Parks Sales Tax will not be used for other purposes, including payment of debt service on

other bonds or paying for eligible projects, in lieu of paying debt service on the Bonds. Neither the 2001 Parks Sales Tax nor any other revenues are pledged as security for payment of the Bonds.]

For these reasons, **prospective investors should not rely solely upon the City's use of any unencumbered appropriation balance or portion thereof, or the receipt or use of the 2001 Parks Sales Tax revenues as a source of repayment of the Bonds, but should instead evaluate the likelihood that the City will continue to appropriate moneys from those and/or other available sources sufficient to make payments of principal and interest on the Bonds.**

RISK FACTORS

The following describes certain risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

THE BONDS DO NOT GIVE RISE TO A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY, THE STATE OF MISSOURI, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER DEBT LIMITATION OR PROVISION.

THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE ANNUAL APPROPRIATION OF FUNDS BY THE CITY FOR THAT PURPOSE AS DESCRIBED HEREIN. IN EACH FISCAL YEAR, PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE MADE SOLELY FROM THE AMOUNTS APPROPRIATED THEREFOR FROM (1) THE INCOME AND REVENUES OF THE CITY PROVIDED FOR SUCH YEAR PLUS (2) ANY UNENCUMBERED BALANCES FOR PREVIOUS YEARS, AND THE DECISION WHETHER TO MAKE SUCH APPROPRIATION EACH YEAR SHALL BE WITHIN THE SOLE DISCRETION OF THE THEN CURRENT CITY COUNCIL. SUBJECT TO THE PRECEDING SENTENCE, THE OBLIGATIONS OF THE CITY TO MAKE PAYMENTS HEREUNDER AND TO PERFORM AND OBSERVE ANY OTHER COVENANT AND AGREEMENT CONTAINED IN THE INDENTURE SHALL BE ABSOLUTE AND UNCONDITIONAL.

IF THE CITY FAILS TO APPROPRIATE AMOUNTS SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS IN ANY FISCAL YEAR, NO OTHER FUNDS OR PROPERTY WILL BE AVAILABLE TO PAY SUCH PRINCIPAL AND INTEREST. NO PROPERTY OF THE CITY IS PLEDGED OR ENCUMBERED TO SECURE PAYMENT OF THE BONDS. NO DEBT SERVICE RESERVE FUND HAS BEEN ESTABLISHED FOR THE BONDS.

Coronavirus and Other Health-Related Risks

In December 2019, a novel strain of coronavirus (which leads to the disease known as “COVID-19”), was discovered in Wuhan, China. Since that date, the virus has spread throughout the world and has been characterized by the World Health Organization as a pandemic. The COVID-19 pandemic is expected to be broad-based and to negatively impact national, state and local economies. In response to such expectations, the President of the United States on March 13, 2020, declared a “national emergency,” which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation.

On March 13, 2020, Missouri's Governor signed an Executive Order declaring a state of emergency in Missouri in response to COVID-19. On April 3, 2020, the Governor of the State issued a “stay at home order”

for all Missouri residents, which began on April 6, 2020, and ended on May 4, 2020, requiring all Missourians to avoid leaving their residences unless necessary and to practice social distancing when they need to travel outside their homes to work, access foods, prescriptions, health care, and other necessities, or to engage in an outdoor activity.

The Governor has since issued two additional Executive Orders on April 24, 2020, and June 15, 2020, respectively, extending the state of emergency in the State through December 30, 2020. The stated purpose of the Executive Orders is to allow more flexibility in utilizing resources and deploying them around the State where they are most appropriate, including allowing the Governor to waive certain State laws and regulations where necessary.

To slow the spread of COVID-19, on March 24, 2020, the City's Mayor and the County Presiding Commissioner also issued a "Stay at Home" order, requiring residents to stay at home except for "essential activities." Several modifications occurred in May and June of 2020, allowing most businesses and other organizations to reopen subject to social distance and capacity guidelines.

The City continued to transition through a series of civil emergency orders until Mayor Ken McClure withdrew the Sixth Proclamation of Civil Emergency on May 27, 2021, ending all City COVID-19 regulations. As widely reported, the City is recently noting a significant uptick of COVID related cases and hospitalizations due to the low vaccination rate for Greene County and surrounding counties and the rapid spread of the Delta variant of the COVID virus, causing stress to local health care systems. In July, at the request of the State and Greene County, the federal government deployed a two-person COVID surge response team to the area to assist local health officials with genetic sequencing and data analysis in connection with the investigation of the outbreak, as well as to assist the State's Bureau of Immunizations combat the issue of vaccine hesitancy. The team is scheduled to be in the area until August 6.

As part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) the City received an aggregate approximately \$24 Million from Greene County (\$6.6 Million) and the Federal Government (\$17.4 Million) to respond to COVID-19. The CARES Act established the Coronavirus Relief Fund to provide \$150 billion of direct payments to state, local, and tribal governments. Local governments with populations over 500,000 were eligible for direct payments. Those local governments, like the City, with populations below 500,000 had to request or seek funding from those direct recipients or counties that received pass-through payments from the State of Missouri. The City has amended its fiscal year 2021 budget to account for these funds and to appropriate them to respond to the Coronavirus pandemic.

Furthermore, as part of the recent American Rescue Plan Act (the "**ARP Act**") that went into effect on March 11, 2021, the City anticipates it will receive approximately \$40.2 Million in federal relief funds that have been allocated to the City under the ARP Act. Under the ARP Act, state, local and tribal governments that receive federal relief funds must spend the funds by December 31, 2024, and can use the funds to: (1) respond to the COVID pandemic or the resulting negative economic effects; (2) provide "premium pay" to essential public workers (up to a maximum premium of \$13/hour or \$25,000 per worker); (3) provide services (equivalent to the amount of revenue loss due to the pandemic); and/or (4) invest in improvements to water, sewer, or broadband infrastructure. Pursuant to the ARP Act, states will be responsible for disbursing funds to municipalities with populations under 50,000; however, municipalities with populations over 50,000, such as the City, will receive funds directly from the United States Department of the Treasury (the "**U.S. Treasury**"). According to the ARP Act, fiscal relief funds will be distributed to municipal governments in two installments (or "tranches") with the first 50% tranche being distributed within 60 days of the March 11, 2021, effective date of the ARP Act and the remaining 50% tranche being distributed 12 months later. The City received the first 50% tranche of ARP Act relief funds in the amount of \$20,138,145 directly from the U.S. Treasury on June 7, 2021, and the City expects to receive the remaining 50% tranche of ARP Act fiscal relief funds in the approximate amount of \$20,138,145 directly from the U.S. Treasury by June 7, 2022. The City is currently developing plans for the use of the \$40.2 Million ARP funds. The City's initial revenue loss for fiscal year 2020 due to the pandemic is approximately \$31 Million.

The COVID-19 outbreak is continuing to evolve and is ongoing, and its dynamic nature leads to uncertainties, including: (1) the geographic spread of the virus; (2) the development of new variants and the severity of the disease; (3) the duration of the outbreak; (4) the vaccination rate; (5) actions that may be taken by governmental authorities to contain or mitigate the outbreak or recurrences thereof; and (6) the authorization of additional federal relief funds. Developments with any one of these factors could have an adverse impact on the City's revenues, expenses and financial condition.

LEGAL MATTERS

Legal Proceedings

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened against the City wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or which might affect the City's ability to meet its obligations to pay the Bonds.

Approval of Legality

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, as Bond Counsel to the City. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as counsel to the Underwriter. The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or for the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law existing as of the issue date of the Bonds:

Federal and State of Missouri Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. The interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Bond Counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and State of Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading “**TAX MATTERS.**”

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (*i.e.* interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (*i.e.* interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

RATING

Moody's Investors Service ("**Moody's**") has assigned the Bonds the rating set forth on the cover page hereof. Such rating reflects only the view of such rating agency at the time such rating is given, and the City will make no representation as to the appropriateness of such rating or that such rating would not be changed, suspended or withdrawn.

Moody's relies on the City, accountants and others for the accuracy and completeness of the information submitted in connection with ratings. A bond rating is not a "market" rating nor a recommendation to buy, hold or sell the Bonds, and such ratings may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of rating could have an adverse effect on the market price and marketability of the Bonds. An explanation of the significance of such ratings may be obtained only from Moody's at the following address: Moody's Investors Service, 99 Church Street, New York, NY 10007.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**") has agreed, subject to certain conditions, to purchase the Bonds from the City at a price of \$_____ (\$_____ par amount of the Bonds, plus net original issue premium of \$_____, less an underwriting discount of \$_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter's business activities. The Underwriter will sell certain of the Bonds at a price greater than such purchase price, as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Bonds to one or more

purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices. In connection with this offering, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has read and participated in the preparation of certain portions of this Official Statement and has supervised the compilation and editing thereof. The Underwriter has not, however, independently verified the factual and financial information contained in this Official Statement and, accordingly, expresses no view as to the sufficiency or accuracy thereof.

To the extent legally permitted, the City has agreed to indemnify the Underwriter against certain civil liabilities, including certain liabilities under the federal securities laws.

CONTINUING DISCLOSURE

General

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has agreed to have updated financial information and operating data for the City available within 180 days after the end of each fiscal year of the City. The financial statements of the City are audited by the City's independent certified public accountants. The City has also agreed to provide notice to the Municipal Securities Rulemaking Board of the occurrence of certain material events with respect to the Bonds. These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission. See *Appendix C – Summary of the Continuing Disclosure Agreement*.

Compliance With Prior Continuing Disclosure Undertakings

The City failed to file certain operating data required to be provided pursuant to prior undertakings under SEC Rule 15c2-12 for the fiscal years ended June 30, 2015 and June 30, 2016 for bonds that are no longer outstanding. The City was late filing various operating data for the fiscal years ended June 30, 2015 through June 30, 2018, without always filing notices of late filing. In addition, the City did not file all required operating data for two series of sewer revenue bonds for fiscal years ended June 30, 2017 through June 30, 2019. This information has since been filed along with a failure to file notice. The City filed its audited financial statements on a timely basis for the fiscal years ended June 30, 2015, and June 30, 2018, but did not timely cross-reference the audited financial statements on EMMA to all outstanding issues. The City was a borrower on three issues issued by the State Environmental Improvement and Energy Resources Authority in 1996, 1997 and 1998. The continuing disclosure undertakings for those issues required the City to provide various information to the Authority for posting. Though the City provided the required information, it was not posted. These bonds are no longer outstanding.

MISCELLANEOUS

Certification and Other Matters Regarding Official Statement

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the City, certified public accountants, and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized.

Simultaneously with the delivery of the Bonds, the City Manager of the City, acting on behalf of the City, will furnish to the Underwriter a certificate that will state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City. Neither the City nor any of its officers, councilmen or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the City or the City's ability to make payments required of it; and further, neither the City nor its officers, councilmen or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the City by the Indenture.

Additional Information

Additional information regarding the City or the Bonds may be obtained from the Director of Finance, City of Springfield, 840 Boonville Avenue, P.O. Box 8368, Springfield, Missouri 65801-8368 (417-864-1625), or from the Underwriter, Stifel, Nicolaus & Company, Incorporated, Attention: Michael Short, 4801 Main Street, Suite 530, Kansas City, Missouri 64112, (816) 283-5334.

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CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPENDIX A
CITY OF SPRINGFIELD, MISSOURI
GENERAL, ECONOMIC AND FINANCIAL INFORMATION

APPENDIX B

CITY OF SPRINGFIELD, MISSOURI

DEFINITIONS OF WORDS AND TERMS AND SUMMARY OF THE INDENTURE

APPENDIX C
CITY OF SPRINGFIELD, MISSOURI
SUMMARY OF THE CONTINUING DISCLOSURE AGREEMENT

APPENDIX D

CITY OF SPRINGFIELD, MISSOURI

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
WITH INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2020**

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The following information concerning DTC and DTC's Book-Entry Only System has been obtained from sources that the City believes to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the City, the Paying Agent or the Underwriter. The City, the Paying Agent and the Underwriter make no assurances that DTC, Direct Participants, Indirect Participants or other nominees of the Beneficial Owners will act in accordance with the procedures described above or in a timely manner.

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from

time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Payments of principal of or redemption price and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

None of the Underwriter, the Trustee nor the City will have any responsibility or obligations to any Direct Participants or Indirect Participants or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or any such Direct Participant or Indirect Participant; (ii) the payment by any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price or interest on the Bonds; (iii) the delivery by any such Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to owners of the Bonds; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

APPENDIX F

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68
EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2020; CITY OF SPRINGFIELD
POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM ACTUARIAL VALUATION
AS OF JUNE 30, 2020; CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS'
RETIREMENT SYSTEM GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2019, TO
JUNE 30, 2020**

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68
EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2020**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
ACTUARIAL VALUATION AS OF JUNE 30, 2020**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2019, TO JUNE 30, 2020**

Exhibit C

Gilmore & Bell, P.C.
June 18, 2021
TCA v1

TAX COMPLIANCE AGREEMENT

Dated as of August 1, 2021

Between

CITY OF SPRINGFIELD, MISSOURI,

And

**BOKF, N.A.,
as Trustee**

**\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
(Fieldhouse Facility Project)
Series 2021**

TAX COMPLIANCE AGREEMENT

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Exhibit A – Debt Service Schedule and Proof of Bond Yield

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Exhibit D – Description of Property Comprising the Financed Facility

Exhibit E – Sample Annual Compliance Checklist

Exhibit F – Sample Final Written Allocation

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), entered into as of August 1, 2021, between **CITY OF SPRINGFIELD, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the “City”) and **BOKE, N.A.**, national banking association duly organized and existing under the laws of the United States of America, as Trustee (the “Trustee”).

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the City of \$[Principal Amount] principal amount of Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021 (the “Bonds”), under a Trust Indenture dated the date of this Tax Agreement (the “Indenture”) between the City and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The City adopted a Tax-Exempt Financing Compliance Policy and Procedure on May 7, 2012, as it may from time to time be amended (the “Tax Compliance Procedure”) for the purpose of setting out general procedures to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases

have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date as further described in **Section 4.01** and substantially in the form attached as **Exhibit E**.

“Available Construction Proceeds” means the sale proceeds of the Bonds increased by (i) Investment earnings on the sale proceeds, (ii) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and (iii) earnings on such earnings, reduced by sale proceeds (A) in any reasonably required reserve fund or (B) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (a) the second anniversary of the Issue Date or (b) the date the Financed Facility is substantially completed.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Indenture.

“Bond Compliance Officer” means the City’s Director of Finance or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending December 1, or another one-year period selected by the City.

“City” means the City of Springfield, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The City may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;

- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The City selects August 1, 2026 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement.

“Financed Facility” means the portion of the Project being financed or refinanced with the proceeds of the Bonds as described on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, (e) any other replacement proceeds and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Project Fund.
- (2) Costs of Issuance Fund.
- (3) Debt Service Fund.
- (4) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Trust Indenture, dated the date of this Tax Agreement, between the City and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

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

“IRS” means the United States Internal Revenue Service.

“Issue Date” means August __, 2021.

“Management or Service Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire

Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management or Service Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means when used in reference to the Bonds, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Official Intent Date” means [**July 26, 2021**] as described in **Section 2.1(i)**.

“Opinion of Bond Counsel” means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

“Project” means all of the property being acquired, developed, constructed, renovated, and equipped by the City using Bond proceeds and Qualified Equity, as described on **Exhibit D**.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Reasonable Retainage” means Gross Proceeds retained by the City for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means the rebate analyst selected pursuant to this Tax Agreement.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Tax Agreement” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the City's Tax-Exempt Financing Compliance Policy and Procedure, dated May 7, 2012, as it may from time to time be amended.

“Tax-Exempt Bond File” means documents and records for the Bonds maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Trustee” means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, underwriter of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

(a) *Organization and Authority.* The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds–General Representation and Covenants and Allocation of Proceeds to Project.*

(1) In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Bond proceeds, other money held under the Indenture, or other funds of the City, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a “private activity bond” as defined in Code § 141.

(2) The City will finance the Project with Bond proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Bond proceeds (that is, the Financed Facility).

(c) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period, all of the Financed Facility is expected to be owned by the City or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the City will not permit any Non-Qualified Use of the Financed Facility without first obtaining an Opinion of Bond Counsel.

(d) *Governmental Obligations–Private Security or Payment.* As of the Issue Date, the City expects that none of the principal of and interest on the Bonds will 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 Non-Qualified 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 City) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements.* As of the Issue Date, the City has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period, the City will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first obtaining an Opinion of Bond Counsel.

(g) *Leases.* As of the Issue Date, the City has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements with a term of less than 50 days. During the Measurement Period, the City will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Bond Counsel.

(h) *Limit on Maturity of Bonds.* A list of the assets included in the Financed Facility and a computation of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the “average maturity” of the Bonds, as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility.

(i) *Expenditure of Bond Proceeds.*

(1) Allocation. The City will evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the City adopted a resolution declaring the intent of the City to finance the Financed Facility with tax-exempt bonds and to reimburse the City for expenditures made for the Financed Facility prior to the issuance of those bonds. A copy of the resolution is attached to this Tax Agreement as **Exhibit C**. [**\$_____ of the proceeds of the Bonds will be allocated to expenditures paid by the City prior to the Issue Date and should be shown on line 45a of Form 8038-G.**] [**The City will not allocate any proceeds of the Bonds to reimburse and expenditure paid prior to the Issue Date.**] No reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation.

(j) *Registered Bonds.* The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Bonds Not Federally Guaranteed.* The City will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(l) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Agreement or otherwise provided by the City. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City’s records. City agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B**.

(m) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) *Compliance with Future Tax Requirements.* The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The City will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for complying Section 4.4(d) if it decides to enter into a Guaranteed Investment Contract at a later date.

[[**(r) *Bank Qualified Tax-Exempt Obligation.* The Bonds have not been designated “qualified tax-exempt obligations” under Code § 265(b)(3).**]]

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants to the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or

ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the City, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the City related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds; provided, however, if the Trustee is not retained to serve as bond trustee for any obligation issued to refund the Bonds (a “Refunding Obligation”), then the Trustee may satisfy its record retention duties under this **Section 2.3(c)** by providing copies of all records in its possession related to the Bonds to the bond trustee for the Refunding Obligation or other party agreed upon by the City.

Section 2.3. Survival of Representations and Covenants. All representations, covenants and certifications of the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the City’s expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the City’s conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the City is an officer of the City responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the City’s understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City’s knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the City set forth in this Tax Agreement are reasonable. The City has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued for the purpose of (a) providing funds to finance the costs of the Financed Facility and (b) paying certain costs of issuing the Bonds.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture:

- (1) Project Fund.
- (2) Costs of Issuance Fund.
- (3) Debt Service Fund.
- (4) Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds and Other Money.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the City from the sale of the Bonds will be as follows:

Principal Amount	[\$[Principal Amount].00
Original Issue Premium	0.00
Underwriting Discount	<u>(0.00)</u>
Total Proceeds Received by City	\$ 0.00

(b) *Use of Bond Proceeds and other Amounts.* The Bond proceeds and other amounts are expected to be allocated to expenditures as follows:

(1) \$_____ of Bond proceeds will be deposited in the Costs of Issuance Fund and will be used to pay certain costs of issuing the Bonds.

(2) \$_____ of Bond proceeds will be deposited in the Project Fund and will be used to pay costs of the Financed Facility.

Section 3.6. Multipurpose Issue. The City is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes pursuant to Regulations § 1.148-9(h)(3)(i).

Section 3.7. No Refunding. No proceeds of the Bonds will be used to pay principal of or interest on any other debt obligation.

Section 3.8. Project Completion. The City has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

Section 3.9. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the City expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.

(b) *No other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Bonds.

(a) *Issue Price.* Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, the City hereby elects to establish the issue prices of the Bonds, pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$_____.

(b) *Bond Yield.* Based on the issue price, the Yield on the Bonds is _____%, as computed by Bond Counsel as shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The City recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Bonds and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (i) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (ii) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (iii) exhibit a high degree of legibility and readability both electronically and in hardcopy, (iv) provide support for other books and records of the City and (v) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(b) *Accounting and Allocation of Bond Proceeds and Qualified Equity to Expenditures.* The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level

of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Bond proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the City and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Project Fund and Costs of Issuance Fund.* Bond proceeds deposited in the Project Fund and Cost of Issuance Fund and investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in those funds after 3 years, those amounts may continue to be invested without Yield restriction so long as the City pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate and yield reduction amounts requirements of Code § 148.

(b) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a

Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a “CD”) is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers.

(ii) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Trustee, or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the City, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the City’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(vii) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee retain the following records with the Bond documents until three years after the last outstanding Bond is redeemed:

(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The City may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions.*

(1) The City expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City.

(2) The following optional rebate spending exceptions can apply to the Bonds:

- 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
- 18-month spending exception (Regulations § 1.148-7(d)).
- 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(3) The City expects to earn approximately \$_____ in investment earnings on Bond proceeds in the Project Fund.

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate and yield reduction amounts (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the City uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the Bonds or \$250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month exception or 3 years after the Issue Date in the case of the 2-year spending exception.

Section 4.6. Computation and Payment of Arbitrage Rebate and Yield Reduction Amounts.

(a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the

Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the City, and not later than ten days following each Computation Date. The City will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the City will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount, the Trustee will transfer such surplus in the Rebate Fund to the Debt Service Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the City and may be used for any purpose not prohibited by law.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the City) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the City fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.8. Filing Requirements. The Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the City and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the City nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Bondowners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[Remainder of Page Intentionally Left Blank]

THE UNDERSIGNED, parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

BOKF, N.A., as Trustee

By: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

[see Ordinance in Transcript]

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY

EXHIBIT E

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds (“Bonds”) financing Project:	Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021
Issue Date of Bonds:	August , 2021
Placed in service date of Project:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Project owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Bond Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Project leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Project (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the management or service agreement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Project?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

**[\$[Principal Amount]
City of Springfield, Missouri
Special Obligation Improvement Bonds
(Fieldhouse Facility Project)
Series 2021**

Final Written Allocation

The undersigned is the Bond Compliance Officer of the City of Springfield, Missouri (the “City”) and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the bond issue referenced above (the “Bonds”) is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Bonds.

Background. The Bonds were issued on August __, 2021 (the “Issue Date”), by the City. The Bonds were issued in order to provide funds needed to finance the acquisition of the Springfield Fieldhouse Sportscenter and adjacent property (the “Project”). The Bonds were issued pursuant to a Trust Indenture between the City and the trustee for the Bonds. Proceeds of the Bonds were deposited to the following accounts:

Project Fund
Costs of Issuance Fund

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Bonds and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Bond proceeds (i.e., the “Financed Facility” referenced in the Tax Compliance Agreement) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from the sale of the Bonds and

retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

Placed In Service. The Project was “placed in service” on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

**SCHEDULE 1
TO FINAL WRITTEN ALLOCATION**

ALLOCATION OF SOURCES AND USES

[Insert Spreadsheet]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF PROJECT ASSETS
&
DETAILED LISTING OF EXPENDITURES**

[Insert Spreadsheet]

Exhibit D

Gilmore & Bell, P.C.

June 17, 2021

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CONTINUING DISCLOSURE AGREEMENT

Dated as of August 1, 2021

Between

CITY OF SPRINGFIELD, MISSOURI

And

BOKF, N.A.

**\$(Principal Amount)
Special Obligation Improvement Bonds
(Fieldhouse Facility Project)
Series 2021**

600634.20106

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of August 1, 2021 (this “**Continuing Disclosure Agreement**”), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”) and **BOKF, N.A.**, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the City of \$[Principal Amount] **Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021** (the “**Bonds**”), pursuant to Trust Indenture dated as of August 1, 2021, between the City and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the “**Indenture**”).

2. The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The City is the only “**obligated person**” with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the City pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means BOKF, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

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

“Fiscal Year” means the 12-month period beginning on **July 1** and ending on **June 30** or any other 12-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

“Material Events” means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

- (a) The City shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the City’s Fiscal Year, commencing with the year ending June 30, 2021, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the City.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an **“obligated person”** (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) Not later than **15** Business Days prior to the date specified in subsection (a) for filing the Annual Report with the MSRB, the City shall provide the Annual Report to the Dissemination Agent and the trustee for the Bonds (if the trustee is not the Dissemination Agent) with written instructions to file the Annual Report as specified in subsection (a). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with subsection (a).
- (c) If the Dissemination Agent is unable to verify that the Annual Report has been filed with the MSRB by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice in substantially the form attached as **Exhibit B** to the MSRB, of the failure of the City to file the Annual Report by the date specified.
- (d) The Dissemination Agent shall file a report with the City certifying that the Annual Report has been filed pursuant to this Continuing Disclosure Agreement and stating the date it was filed with the MSRB through EMMA.
- (e) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events.

- (a) Not later than **10** Business Days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) modifications to rights of bondholders, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution or sale of property securing repayment of the Bonds, if material;

- (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
 - (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
 - (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Director of Finance of the City or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the City determines that the event does not constitute a Material Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).
- (c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the City shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).
- (d) If the Dissemination Agent receives written instructions from the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence to the MSRB, with a copy to the City.

Section 4. Termination of Reporting Obligation. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the City's obligations under this Continuing Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination

Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is BOKF, N.A.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Dissemination Agent may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City and the Dissemination Agent with its written opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Agreement, the City shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the City or the Dissemination Agent fails to comply with any provision of this Continuing Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

Section 9. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and, to the extent permitted by law, the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and

expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The City shall pay the fees, charges and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

Section 10. Notices. Any notices or communications to or among any of the parties to this Continuing Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by facsimile or by e-mail, receipt confirmed by telephone, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

To the City: City of Springfield, Missouri
840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801
Attention: Director of Finance
Telephone: (417) 864-1625
Fax: (417) 864-1880

To the Dissemination Agent: BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department
Telephone: (816) 932-7302
Fax: (816) 932-7315

Any person may, by written notice to the other persons listed above, designate a different address or an e-mail address, or telephone number or facsimile number to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

BOKF, N.A., as Dissemination Agent

By: _____
Title: Authorized Officer

EXHIBIT A
TO CONTINUING DISCLOSURE AGREEMENT

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in the following sections and tables contained in Appendix A of the final Official Statement relating to the Bonds:

- DEBT STRUCTURE OF THE CITY
 - Current General Obligation Indebtedness
 - Enterprise Fund Revenue Obligations of the City
 - Capital Lease Obligations
 - City Utilities Component Unit
 - Lease and Other Special Obligations of the City
- FINANCIAL INFORMATION CONCERNING THE CITY
 - Governmental Funds Summary
 - Sources of Revenue
- PROPERTY TAX INFORMATION CONCERNING THE CITY
 - Property Valuations - *Assessed Valuation*
 - Major Property Taxpayers (not less than 10)
 - Property Tax Collections

[Other additions?]

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Springfield, Missouri

Name of Bond Issue: \$[Principal Amount] Special Obligation Improvement Bonds (Fieldhouse Facility Project), Series 2021 (the “Bonds”)

Name of Obligated Person: City of Springfield, Missouri (the “City”)

Date of Issuance: August 26, 2021

NOTICE IS HEREBY GIVEN that the City of Springfield, Missouri has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of August 1, 2021, between the City and BOKF, N.A., as Dissemination Agent. [The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be provided by _____.]

Dated: _____, _____

BOKF, N.A., as Dissemination Agent
on behalf of **CITY OF SPRINGFIELD, MISSOURI**

cc: City of Springfield, Missouri

Exhibit E

**[\$principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(FIELD HOUSE FACILITY PROJECT)
SERIES 2021**

August __, 2021

BOND PURCHASE AGREEMENT

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), hereby offers to purchase from the City of Springfield, Missouri (the “**City**”), a constitutional home rule charter city and political subdivision of the State of Missouri (the “**State**”), \$[principal amount] aggregate principal amount of Special Obligation Improvement Bonds (Field House Facility Project), Series 2021 (the “**Bonds**”). The issuance and sale of the Bonds is authorized by an ordinance (the “**Bond Ordinance**”) adopted by the City Council of the City on July __, 2021. Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Ordinance or the Trust Indenture between BOKF, N.A. (the “**Trustee**”) and the City (the “**Indenture**”) under which the Bonds will be issued.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State and the City’s Charter. The Bonds shall constitute special obligations of the City payable as to both principal and interest from amounts appropriated on an annual basis by the City Council of the City for that purpose. The Bonds do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each fiscal year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years, and (iii) any amounts on deposit under the Indenture for the payment of the Bonds.

The Bonds shall mature on the dates in the years and in the amounts, and shall bear interest at the rates per annum, set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 11:00 p.m., Kansas City, Missouri time, on August __, 2021. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Indenture; the Tax

Compliance Agreement between the Trustee and the City (the “**Tax Compliance Agreement**”); the Continuing Disclosure Agreement between the City and the Trustee, as dissemination agent (the “**Continuing Disclosure Agreement**”); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$_____ (which is equal to the aggregate principal amount of the Bonds, plus a [net original issue premium] of \$_____, less an underwriting discount of \$_____).

The City acknowledges and agrees that (i) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm’s-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (i) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Bonds, or (ii) the implementation of future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter’s representations in the Underwriter’s Receipt for Bonds and Closing Certificate relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price or prices at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Time has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**Initial Offering Price**”) set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-The-Offering-Price Rule**”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(d) The Underwriter confirms that:

- (i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing

wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with

the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

4. Preliminary Official Statement and Official Statement. The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated July __, 2021 (which, together with the cover page, inside cover page and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Preliminary Official Statement**”), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the City as of its date, and the City hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the “**Rule**”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover

page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds is herein called the “**Official Statement**”) executed on behalf of the City by a duly authorized officer, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the “**MSRB**”) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. City’s Representations and Warranties. The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a duly organized constitutional home rule charter city and political subdivision of the State created and existing under the laws of the State and its charter with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State and its Charter, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance, and (ii) to adopt the Bond Ordinance and to enter into and perform its obligations under the Transaction Documents.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents and/or agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance and Indenture provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors’ rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both,

would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (i) any applicable law, administrative regulation, judgment or decree or (ii) the terms of any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (i) under the terms of any such law, administrative regulation, judgment or decree or (ii) under the terms of any such loan agreement, indenture, bond, note, ordinance, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, including the status of the interest on the Bonds as excludable from gross income of the owners thereof for federal income tax purposes or as exempt from income taxation in the State, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, the Indenture, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required The City has received all licenses, permits, or other regulatory approvals required (if any) to execute the Transaction Documents and to perform its obligations thereunder and the City is not in material default, and no event has occurred which would constitute or result in a material default under any such licenses, permits or approvals.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are and, as of their respective dates and at the Closing shall be, true and correct and do not, and with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing, shall not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Bonds, the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof, and the approval of the use of the Official Statement do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, ordinance, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as Appendix D to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements include both the government-wide (the statement of net position and statement of activities) and fund financial statements. The financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to local governmental units. The City has not since June 30, 2020 incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since June 30, 2020, except as described in the Preliminary Official Statement and the Official Statement, there has been no material decrease in the City’s fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in **subsection (h)** of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and operating data and notices of the occurrence of certain events. Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the City has materially complied with all of its previous continuing disclosure obligations under the Rule.

6. Closing. Prior to or at 12:00 noon, Kansas City, Missouri time, on August __, 2021 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter (the “**Closing Time**”), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon by the City and the Underwriter) in an amount equal to the purchase price. Such payment and delivery is referred to herein as the “**Closing.**”

Payment and delivery of the Bonds as aforesaid shall be made in Kansas City, Missouri, New York, New York, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Indenture as definitive Bonds in fully registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). One fully registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC, or delivered to the Trustee for “**FAST**” delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase Agreement and the Closing, in the Underwriter’s sole and reasonable judgment, any of the following events shall occur (each, a “**Termination Event**”):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States (“**Congress**”) or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to Congress for passage by the President of the United States or a member of the President’s Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, Ordinance, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Bonds or securities of the general character of the Bonds; or

(ii) There shall have occurred a formal declaration of national emergency or war or engagement in military conflict or hostilities whether conventional, nuclear and/or biological, by the United States or by other sovereign state or states against the United States or the occurrence of any military conflict or hostilities whether conventional, nuclear and/or biological, involving the United States without the benefit of a formal declaration of war by the United States or any conflict involving the armed forces of the United States shall have escalated beyond the level of such conflict as of the date hereof, or the occurrence of any acts of terrorists or attacks by terrorists within or outside of the borders of the United States which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or the occurrence of any other national emergency or calamity, including natural disasters or a downgrade in the sovereign debt rating of the United States by any major credit rating agency or a payment default on United States Treasury obligations, which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or

(iii) There shall be in force a general suspension of trading or material limitation on the New York Stock Exchange or another major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by Congress or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to Congress for passage by the President of the United States or a member of the President’s Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Ordinance, the Indenture or the Transaction Documents, or any comparable securities of the City are not

exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the “**Securities Act**”) or the Trust Indenture Act or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating (A) on any bonds or other obligations of the City (B) if the Bonds are insured by a bond insurance policy, on the bond insurer, is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State of Missouri or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since June 30, 2020, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in this Bond Purchase Agreement or in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the titles to office

of any member of the City Council of the City, (v) the incorporation, organization or existence of the City, or (vi) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

The Underwriter is not aware of any such Termination Event existing as of the date hereof that would permit the Underwriter to terminate its obligations to purchase the Bonds.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** hereof.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby, (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** hereof, and (v) the City shall have undertaken, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notice of certain events.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, relating to the due authorization, execution and delivery of the Bonds, and the supplemental opinion of Bond Counsel.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (C) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to restrain or

enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

(iii) The Official Statement authorized, approved and executed on behalf of the City by a duly authorized official thereof;

(iv) The Bond Ordinance, duly adopted by the City Council of the City.

(v) The Tax Compliance Agreement, duly executed by the City and Trustee;

(vi) The Continuing Disclosure Agreement duly executed by the City and the Dissemination Agent;

(vii) Letter from Moody's Investors Service, assigning a rating of "____";

(viii) The Indenture, duly executed by the City and Trustee;

(ix) A certificate of the Trustee, dated the date of Closing, certifying to the receipt of the Purchase Price of the Bonds, and such other matters as shall be stated therein;

(x) A copy of the Blanket Issuer Letter of Representations; and

(xi) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in writing and signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of electronically distributing and printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the City, the Trustee, Bond Counsel and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City's accountants, if any, in connection with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds (including without limitation the fees of counsel to the Underwriter) except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**. Unless the City and the Underwriter otherwise agree, the City shall pay from the proceeds of the Bonds or reimburse the Underwriter from its available funds (in either case, if permitted by applicable law) for all incidental costs (excluding entertainment expenses) paid by the Underwriter on behalf of the City in connection with the marketing, issuance and delivery of the Bonds.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the City will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the City will furnish to the Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the Closing Time, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended (the “Act”), by entering into this Bond Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Bond Purchase Agreement will not 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. The Underwriter understands that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

The foregoing certification shall not be deemed an admission or agreement that the Act is applicable to this Bond Purchase Agreement, but the foregoing certification is provided if the Act is applicable. If the Act is initially deemed or treated as applicable to any of this Bond Purchase Agreement, but it is subsequently determined not to apply for any reason including the repeal or amendment of the Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Act, then the foregoing certification shall cease and not exist.

13. Third Party Beneficiaries. The City agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

14. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated
4801 Main St., Suite 530
Kansas City, Missouri 64112
Attention: Public Finance Department

15. Successors. This Bond Purchase Agreement is made for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

16. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

17. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

18. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

19. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

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

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Name: Michael Short
Title: Managing Director – Public Finance

Accepted and agreed to as of
the date first above written:

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Justin Gage
Title: City Manager

SCHEDULE I
TO
BOND PURCHASE AGREEMENT

\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(FIELD HOUSE FACILITY PROJECT)
SERIES 2021

<u>Year</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Hold-The-</u> <u>Offering-</u> <u>Price</u> <u>Maturities</u>	<u>General Rule</u> <u>Maturities (At</u> <u>least 10% sold</u> <u>at Initial</u> <u>Offering Price)</u>
	\$	%	%		

EXHIBIT A
TO
BOND PURCHASE AGREEMENT

UNDERWRITER’S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

**[\$principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
(FIELD HOUSE FACILITY PROJECT)
SERIES 2021**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “Original Purchaser”), as the original purchaser of the above-described bonds (the “Bonds”), being issued on the date of this Certificate by the City of Springfield, Missouri (the “Issuer”), certifies and represents as follows:

1. **Bond Purchase Agreement.** We have entered into a Bond Purchase Agreement (the “Bond Purchase Agreement”), dated August __, 2021 (the “Sale Date”) with the Issuer, providing for the purchase by the Original Purchaser from the Issuer of the Bonds.

2. **Receipt for Bonds.** We acknowledge receipt on the date hereof of the Bonds, consisting of fully registered Bonds numbered from R-1 consecutively upward, in authorized denominations or integral multiples thereof. The Bonds consist of “book-entry-only” certificates in a form acceptable to the Original Purchaser which have been delivered to the Depository Trust Company (“DTC”) or to the Trustee for “FAST” delivery prior to the closing of the Bonds pursuant to the rules and procedures of DTC.

3. **Compliance with Bond Purchase Agreement.** We further acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof.

4. **Issue Price.**

For purposes of this section the following definitions apply:

“Effective Time” means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

[*“Holding Period” means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date; or

- (2) the date and time at which the Original Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.*]

“Initial Offering Price” means the price listed on **Schedule A** for each Maturity.

“Maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as **Attachment 1** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. [*As of the Effective Time there were no Undersold Maturities.*] [*For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.
5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.*]

The Issuer may rely on the foregoing representations in making its certification as to issue price of the Bonds under the Internal Revenue Code of 1986, as amended (the “Code”), and bond counsel may rely on the foregoing representations in rendering its opinion on the exclusion from federal gross income of the interest on the Bonds. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Gilmore & Bell, P.C., as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

DATED: August ____, 2021.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**, as underwriter

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

SCHEDULE A

**\$[principal amount]
City of Springfield, Missouri
Special Obligation Improvement Bonds
(Field House Facility Project)
Series 2021**

Stated Maturity (December 1)	Principal Amount	Interest Rate	Price
	\$	%	%

ATTACHMENT 1

PRICING WIRE

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit _____

Budget Adjustment
003

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
44080	09	14120	414020	000000	00000	\$ 5,200,000	Special Obligation bond proceeds (estimated)
44040	09	14120	417010	000000	00000	2,000,000	Transfer in for capital outlay
30930	09	14120	417010	000000	00000	150,000	Transfer in for debt service payment
Net Revenue Adjustment						\$ 7,350,000	

Expenditures:

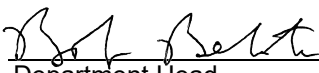
Fund	Dept	Org	Account	P&G	Location	Amount	Description
44080	16	80010	509110	000000	00000	\$ 5,100,000	Capital outlay
44080	09	14120	509350	000000	00000	100,000	Issuance cost and underwriter's discount (estimated)
44040	16	80010	509110	000000	00000	2,000,000	Capital outlay
30930	09	14120	509340	000000	00000	150,000	Interest payment
10110	09	14120	509910	000000	00000	150,000	Transfer out for the debt service payment
10110	09	14120	509910	000000	00000	2,000,000	Transfer out for capital outlay
Net Expenditure Adjustment						\$ 9,500,000	

Fund Balance Appropriation:

Fund	Title	Amount
10110	General Fund - Carryover	(2,150,000)

Explanation: To amend the FY2021-22 budget by appropriating Special Obligation Improvement Bonds, Series 2021 proceeds for the purpose of the Fieldhouse Facility Project and related properties. Bond principal amount not to exceed \$5,200,000. Additionally, \$2,000,000 of General Fund carryover balance funding is allocated for the Fieldhouse project and \$150,000 of General Fund carryover balance for the the debt services on the bond issue for FY2021-22.

Requested By:



Department Head

8/13/21
Date

Approved By:



Director of Finance

8/13/21
Date

City Manager

Date

Authorization:

Council Bill No. 2021-208
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 08-03-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 209

SPECIAL ORDINANCE _____

AN ORDINANCE

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

WHEREAS, the City of Springfield ("City") and the School District of Springfield R-12 ("District") entered into an agreement in 2014 to share the costs of providing crossing guards near schools within the city limits to address safe travel to and from school; and

WHEREAS, the agreement has expired and needs to be renewed to continue to provide for the safety of students; and

WHEREAS, the City and District agree to share the costs of the vendor contract as set forth in "Exhibit A."

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an Intergovernmental Agreement ("IGA") with the School District of Springfield R-12 for the sharing of costs for a third-party vendor to operate a school crossing guard program inside the city limits of Springfield, said agreement to be substantially similar to "Exhibit A" attached hereto and incorporated herein by this reference provided the IGA is approved by the City Attorney, and to do all things necessary to carry out the intent of the IGA.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

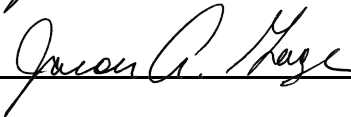
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 209

FILED: 08-03-21

ORIGINATING DEPARTMENT: City Manager's Office

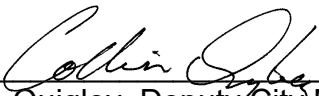
PURPOSE: To authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement ("IGA") between the City of Springfield ("City") and the School District of Springfield R-12 ("District") for sharing the cost of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

BACKGROUND INFORMATION:

The City and the District jointly entered into an IGA to share the cost of a third-party vendor for crossing guard services in 2014; however, that contract and its extensions expired in 2019. The City and the District met and determined that a third-party vendor be sought to provide this service again. A joint Request for Proposal ("RFP") was written, and City and District staff jointly recommended a vendor to provide this service for the 2020-2021 school year.

The contract with the vendor was renewed by the City for the 2021-2022 school year and the City and the District again agree to share in the cost of the third-party vendor. This IGA will run through the 2021-2022 school year ending on June 30, 2022.

Recommended by:


Collin Quigley, Deputy City Manager

Approved by:


Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SCHOOL DISTRICT	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) DEPARTMENT HEAD	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2021	TERMINATION DATE JUNE 30, 2022	CONTRACT NUMBER:	
(x) NEW CONTRACT		() RENEWAL	
CITY		SCHOOL DISTRICT	
CITY OF SPRINGFIELD 840 BOONVILLE SPRINGFIELD, MO 65802 PHONE (417) FAX (417) ATTN: COLLIN QUIGLEY DEPT: CITY MANAGER'S OFFICE		SCHOOL DISTRICT OF SPRINGFIELD R-12 SPRINGFIELD, MO 65804 PHONE: FAX: ATTN:	

Intergovernmental Agreement for Crossing Guards

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Springfield, Missouri, a municipal corporation (hereinafter referred to as the "City"), and the School District of Springfield R-12, (hereinafter referred to as the "School District"), collectively referred to as the 'Parties'.

WITNESSETH:

WHEREAS, the need for crossing guards near schools within the city limits of Springfield, Missouri continues to be a concern of both the City and the School District; and

WHEREAS, the City and School District mutually agree to a division of costs and general conditions associated with the crossing guard program during the School Term, as set forth herein; and

WHEREAS, the Parties mutually agree the crossing guard program will be administered by a third-party vendor; and

WHEREAS, the Parties have previously entered into a contract for Crossing Guards in 2014, however that contract and its extensions have now expired; and

WHEREAS, both Parties desire to continue to cooperate in this service to the community.

NOW THEREFORE, the Parties mutually agree as follows:

1. Division of Costs. Based upon twenty-six (26) crossing locations within the city limits of Springfield, Missouri, the maximum cost to obtain crossing guard services through a third-party vendor during the School Term, as that term is defined by Section 160.011(9) RSMo, is One Hundred Forty-Seven Thousand Five Hundred Sixty and 86/100 Dollars (\$147,560.86). The Parties agree the division of costs for the third-party vendor crossing guard contract shall be as follows:

a. Responsibilities of City:

- i. The City shall be responsible for 75% of the first One Hundred Forty Thousand Nine Hundred and 00/100 Dollars (\$140,900) owed to the third-party vendor for crossing guard services provided during the School Term and shall be responsible for 50% of any costs in excess of One Hundred Forty Thousand Nine Hundred and 00/100 Dollars (\$140,900) for crossing guard services provided during the School Term. In no event shall the City be responsible for more than One Hundred Eight Thousand Three Hundred Thirty and 43/100 Dollars (\$108,330.43) 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.
- ii. 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.
- iii. The City shall not be responsible for any funding of crossing guard services outside the city limits of Springfield, Missouri.
- iv. 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.

b. Responsibilities of School District:

- i. The School District shall pay for 25% of the first One Hundred Forty Thousand Nine Hundred and 00/100 Dollars (\$140,900) owed to the third-party vendor for crossing guard services provided during the School Term, and shall pay for 50% of any costs in excess of One Hundred Forty Thousand Nine Hundred and 00/100 Dollars (\$140,900) for crossing guard services provided during the School Term. In no event shall the School District pay more than Thirty-Nine Thousand Two Hundred Thirty and 43/100 Dollars (\$39,230.43) of the 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.
- ii. The School District shall be responsible for funding all crossing guard services that are located outside the city limits of Springfield, Missouri.
- iii. 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.
- iv. The School District shall pay the actual cost of crossing guard services during Summer School, estimated at approximately Twenty-Eight Thousand Two Hundred Seventy and 03/100 Dollars (\$28,270.03), to the City. The actual cost of crossing guard services for the Summer School term, or pro-rated amount, will be billed monthly and paid by the School District within 30 days of the statement date.

2. Other Responsibilities.

- a. In the event this Agreement is renewed for additional term(s), or the number of crossing locations is increased or decreased, the above-referenced division of costs will remain the same.

3. Conflicts. No salaried officer or employee of the City or the School District, and no member of the City Council or the School District shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and any applicable requirements of state and local law shall be

observed by the parties hereto.

4. Term. The term of this agreement will begin on July 1, 2021 and end on June 30, 2022. The parties have the option of renewing this agreement for four, additional one-year terms on the same terms as set forth herein. A renewal shall be in writing and signed by both parties.
5. Insurance. The City is self-insured. The School District is self-insured.
6. Liability and Indemnity. The parties mutually agree to the following:
 - a. In no event shall the City be liable to the School District for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. In no event shall the School District be liable to the City for special, indirect, or consequential damages, except those caused by the School District's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract.
 - b. To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the School District, including its officers and employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement. To the extent allowed or imposed by law, the School District shall defend, indemnify, and hold harmless the City, including its officers and employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the School District's wrongful or negligent performance of its obligations under this Agreement.
 - c. To the extent allowed or imposed by law, the School District shall indemnify and hold the City harmless from the payment of wages or overtime compensation claimed by a School District employee pursuant to this Agreement and any reasonable attorneys' fees and costs incurred by the City in the defense of such claim. To the extent allowed or imposed by law, the City shall indemnify and hold the School District harmless from the payment of wages or overtime compensation claimed by a City employee pursuant to this agreement and any reasonable attorneys' fees and costs incurred by the School District in the defense of such claim.
 - d. In no event shall the language of this contract constitute or be constructed as a waiver or limitation for either party's rights or defenses as regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
7. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties. All prior crossing guard contracts between the City and School District are superseded by this contract.
8. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

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

Approved as to Form:

By: _____

Name & Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

Collin Quigley, Deputy City Manage

Assistant City Attorney

SCHOOL DISTRICT OF SPRINGFIELD R-12

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 08-03-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 210

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Springfield City Code Chapter 74, 'Nuisance and Housing Code,' Article
2 II, 'Enforcement,' Section 74-38, 'Costs, assessments, and nuisance-
3 abatement lien,' to enhance the effect of special tax bills issued under
4 said chapter.
5 _____
6

7 WHEREAS, in recent litigation, the validity of nuisance-abatement proceedings
8 was challenged; and
9

10 WHEREAS, the Missouri Constitution grants to the City of Springfield, as a
11 charter city, all the power the legislature could grant; and
12

13 WHEREAS, the City of Springfield therefore has power to establish that its
14 special tax bills are prima facie evidence of the regularity of its nuisance-abatement
15 proceedings; and
16

17 WHEREAS, such phrase is authorized for special tax bills under state law, e.g.,
18 88.903 RSMo.
19

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

23 Section 1 – The Springfield City Code Chapter 74, 'Nuisance and Housing Code,'
24 Article II, 'Enforcement,' Section 74-38, 'Costs, assessments, and nuisance-abatement
25 lien,' is hereby amended as follows:
26

27 NOTE: Language to be added is underlined. Language to be deleted is ~~stricken~~.
28
29 Sec. 74-38. - Costs, assessments, and nuisance-abatement lien.

30
31 (b) The finance director may include nuisance-abatement costs in:
32

(1) The annual real estate taxes for the property, which, if unpaid, may be collected under laws applicable to delinquent real estate taxes; or

(2) A special tax bill, which:

a. Is a debt against the property owner, a lien against the property, and valid until paid;

b. Bears interest until paid at the legal rate, and may be foreclosed upon by the city through appropriate proceedings in circuit court; and

c. Shall be prima facie evidence of the regularity of the proceedings for such special assessment, the validity of the bill, the doing of the work stated in the bill, and the liability of the property and the owner for the charges stated in the bill.

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentence, clause, or phrase be declared invalid.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-210

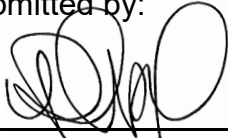
FILED: 08-03-21

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending Springfield City Code Chapter 74, 'Nuisance and Housing Code,' Article II, 'Enforcement,' Section 74-38, 'Costs, assessments, and nuisance-abatement lien,' to enhance the effect of special tax bills issued under said chapter.

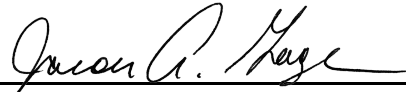
BACKGROUND AND REMARKS: Section 74-38 states that a special tax bill issued for nuisance abatement is prima facie evidence of several things, including "the validity of the bill, the doing of the work stated in the bill, and the liability of the property and the owner for the charges stated in the bill." It lacks the statement that a special tax bill is "prima facie evidence of the regularity of the proceedings for such special assessment," a statement authorized under state law for special tax bills. It will be helpful in litigation to establish, prima facie, that a special tax bill is evidence of the regularity of the proceedings that led to its creation.

Submitted by:



Dwayne Shmel, Director
Building Development Services

Approved by:



Jason Gage,
City Manager

34 Section 3 – The City Manager, or his designee, shall transmit proposed
35 amendments to the Planning and Zoning Commission for their report and
36 recommendation, as provided in Sec. 36-367. Such amendments shall then be
37 transmitted to City Council for consideration.

38
39 Section 4 – This Resolution shall be effective from and after passage.

40
41 Passed at meeting: _____

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43 _____
44 Mayor

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46 Attest: _____, City Clerk

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48 Filed as Resolution _____

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51 Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-214

FILED: 8-17-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Initiating amendments to the Springfield Land Development Code for the purpose of modifying the home occupation requirements.

BACKGROUND INFORMATION:

Home occupations are activities carried out for compensation in a residential dwelling. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. Staff is proposing modifications to the home occupation section of the Zoning Ordinance as well as any other sections that may be affected.

Councilman Schilling has asked staff to prepare amendments to the Zoning Ordinance text to add acupuncturist to the list of permitted home occupations. We currently permit acts of cosmetology in our residential district but limit them to one customer at a time and hours of operation from 7 AM to 7 PM. Staff is proposing using the same conditions for acupuncturists.

The State of Missouri provides the following definition of acupuncture for licensing purposes:

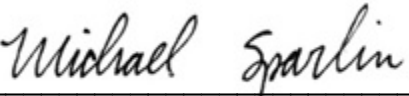
the use of needles inserted into the body by piercing of the skin and related modalities for the assessment, evaluation, prevention, treatment or correction of any abnormal physiology or pain by means of controlling and regulating the flow and balance of energy in the body so as to restore the body to its proper functioning and state of health

These modifications would include review and recommendations to the personal service uses that are allowed in this section.

This Resolution directs staff to prepare amendments to the Zoning Ordinance. This action does not amend the Zoning Ordinance. Separate public hearings will be scheduled at a later date at both Planning and Zoning Commission and City Council meetings.

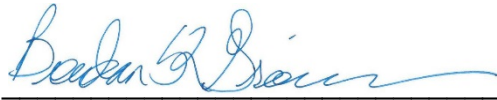
REMARKS: Staff recommends approval.

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage,
City Manager

One-rdg. X
P. Hrngs.
Pgs. 53
Filed: 08-17-21

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2021-215

RESOLUTION

A RESOLUTION

AUTHORIZING the City Manager, or his designee, to apply for a United States Environmental Protection Agency 'FY 2022 Brownfields Job Training Grant' in the amount of \$200,000.

WHEREAS, the Environmental Protection Agency ("EPA") has announced 'FY22 Brownfields Job Training Grants' of up to \$200,000, available to eligible entities to deliver Brownfields Job Training programs that will recruit, train, and place local, unemployed and under-employed residents with the skills needed to secure full-time employment in the environmental field; and

WHEREAS, the \$200,000, if awarded by the EPA, will be used for the Green for Greene Program, and may be used for training, personnel costs, training materials, outreach, support services, etc., within the three-year funding period and it is expected up to fifty-six (56) individuals will enroll in the program in order to become certified in different environmental fields.

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 apply for a 'FY22 Brownfields Job Training Grant' from the EPA, as set forth in "Exhibit A" which is attached hereto and incorporated herein by reference, for receipt and use by the City's Department of Workforce Development, and to do all things necessary to accept the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney.

Section 2 – This Resolution shall be in full force and effect from and after passage.

Passed at meeting:

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Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-215

FILED: 08-17-21

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to apply for an Environmental Workforce Development and Job Training Grant in the amount of \$200,000, from the United States Environmental Protection Agency ("EPA") for the purpose of creating job training programs that recruit, train, and place local unemployed and under-employed residents into full-time employment in the environmental field, to enter into necessary agreements to carry out the grant; and declaring that this bill qualifies for approval on one reading.

BACKGROUND INFORMATION: Previously, the Department of Workforce Development was successful in obtaining three EPA grants to operate the Green for Greene Program, whose graduates have obtained employment in the environmental field. The Department of Workforce Development, the Department of Planning and Development, Bryan University, the Neighborhood Advisory Council, the Drew Lewis Foundation, Inc., Community Partnerships of the Ozarks, Inc., Environmental Works, Inc., Sunbelt Environmental Services, Inc., Gerken Environmental Enterprise, Inc., Heavy Construction Laborers' Local Union No. 663, and several other partners have joined together and have served 125 individuals to date.

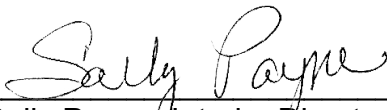
The purpose of this grant is to create job training programs that recruit, train, and place low income and minority residents of waste-impacted communities, veterans, and those with little to no advanced education; and residents of communities impacted by a variety of waste facilities, blighted properties, contaminated sites, and other environmental and solid waste management and remediation, water quality improvement, chemical safety, or pesticide management. Training will be based on local labor market assessments and employers' hiring needs, with graduates securing multiple certifications.

The \$200,000, if awarded by the EPA, will be used for the Green for Greene Program, and may be used for training, personnel costs, training materials, outreach, support services, etc., within the three-year funding period. Fifty-six (56) individuals are expected to enroll in training for the program in order to become certified in different environmental fields.

While there is no cost-sharing requirement for this grant, leveraging of resources may occur. A regional impact is anticipated by providing the opportunity for expanded training respecting environmental issues outside the traditional scope of Brownfields remediation.

Submitted by: Haley Jones-Sides, Executive Secretary

Recommended by:



Sally Payne, Interim Director
Department of Workforce Development

Approved by:



Jason Gage, City Manager

OVERVIEW

AGENCY: ENVIRONMENTAL PROTECTION AGENCY (EPA)

TITLE: FY22 BROWNFIELDS JOB TRAINING GRANTS

ACTION: Request for Applications (RFA)

RFA NO: EPA-OLEM-OBLR-21-03

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO.: 66.815

DATES: The closing date and time for receipt of applications is **OCTOBER 5, 2021**, 11:59 p.m. ET. Applications must be submitted electronically through www.grants.gov. Applications received after 11:59 p.m. ET on **OCTOBER 5, 2021**, will not be considered. Please refer to the *Due Date and Submission Instructions* in [Section IV.B.](#) and [Appendix 2](#) for further instructions.

SUMMARY: This notice announces the availability of funds and solicits applications from eligible entities, including nonprofit organizations, to deliver Brownfields Job Training programs that recruit, train, and place local, unemployed and under-employed residents with the skills needed to secure full-time employment in the environmental field.

While Brownfields Job Training Grants require training in brownfield assessment and/or cleanup activities, these grants also require that Hazardous Waste Operations and Emergency Response (HAZWOPER) training be provided to all individuals being trained. EPA encourages applicants to develop their curricula based on local labor market assessments and employers' hiring needs, while also delivering comprehensive training that results in graduates securing multiple certifications.

COVID-19 Update: EPA is providing flexibilities to applicants experiencing challenges related to COVID-19. Please see the **Flexibilities Available to Organizations Impacted by COVID-19** clause in Section IV of EPA's Solicitation Clauses at <https://www.epa.gov/grants/epa-solicitation-clauses> and the instructions outlined in [Section IV.B.](#) of this announcement.

Entities that were awarded an FY21 Environmental Workforce Development and Job Training Grant (EPA-OLEM-OBLR-20-03) may not apply for a FY22 Brownfields Job Training Grant under this solicitation.

For the purposes of these guidelines, the term "grant" refers to the cooperative agreement that EPA will award to a successful applicant. Please refer to [Section II.C](#) for a description of EPA's anticipated substantial involvement in the financial assistance agreements awarded under these guidelines.

EPA urges applicants to review the Frequently Asked Questions, which can be found at <https://www.epa.gov/brownfields/frequently-asked-questions-about-environmental-workforce-development-and-job-training>.

NOTE: In addition, prior to naming a contractor or subrecipient in your application, please carefully review the “Contracts and Subawards” solicitation clause which can be found by following the link in [Section VI.F](#) of these guidelines.

FUNDING/AWARDS: The total funding available under this competitive opportunity for FY 22 is approximately \$3,000,000, subject to availability of funds, quality of applications received, and other applicable considerations. EPA anticipates awarding approximately 15 Brownfields Job Training grants at amounts up to \$200,000 per award. Please note, applicants cannot submit multiple applications under this solicitation.

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SECTION I – FUNDING OPPORTUNITY DESCRIPTION

This funding opportunity is made available through EPA’s Office of Brownfields and Land Revitalization (OBLR). Through the Brownfields Job Training Program, graduates develop skill sets that improve their ability to secure full-time, sustainable employment in various aspects of hazardous and solid waste management and within the larger environmental field, including sustainable cleanup and reuse, and chemical safety.

I.A. Description of Grant

A critical part of EPA’s Brownfields Job Training program is to further environmental justice by ensuring that residents living in communities historically affected by economic disinvestment, health disparities, and environmental contamination, including low-income, minority, and tribal communities, have an opportunity to reap the benefits of revitalization and environmental cleanup. Through the link to on-the-ground assessment and cleanup activities, Brownfields Job Training Grants provide funding to train unemployed and under-employed residents of communities impacted by a variety of waste facilities, blighted properties, and contaminated sites. Training programs funded by the Brownfields Job Training Grant provide program graduates with the opportunity to seek and obtain environmental jobs that contractors may otherwise fill from outside the affected community.

Brownfields Job Training Grants help residents take advantage of jobs across a spectrum of brownfield related activities, including the assessment, cleanup, remediation, and planning/site preparation for the revitalization of brownfields. This can involve the assessment and cleanup of solid and hazardous waste; chemical risk management; stormwater management relating to site cleanup; planning/site preparation for low impact development activities; planning/site preparation for green infrastructure installation and maintenance; and vulnerability assessment and contamination mitigation planning. Applications for grants under the Brownfields Job Training program may be reviewed more favorably under the Section V evaluation criteria if they target unemployed individuals, dislocated workers, individuals laid off as a result of recent manufacturing plant closures, and severely under-employed or unemployed individuals. Applications may also be reviewed more favorably under the criteria if they target low-income and minority residents of environmentally impacted communities, veterans, and individuals with little to no advanced education. Applicants must identify the target area that they intend to serve. A target area can be any area (e.g., county, city, neighborhood, watershed, etc.) that is impacted by the presence of one or more brownfield sites. EPA will consider applications that propose to serve large geographical areas, especially rural communities that include a number of towns, as well as applicants able to serve sister-cities (partnership between U.S. cities).

As part of the training program description section of an application, and as discussed in [Section IV.E](#), applicants must include two separate plans with their application: 1. how you propose to deliver trainings in person under normal circumstances and 2. how you propose to deliver the Brownfields job trainings if in-person training (as proposed under plan 1) is not possible due to impacts related to COVID-19 (e.g., under quarantine situations, if social distancing is required in your locale). Plan 2 training may include implementing training techniques such as switching class format to online only or reducing the number of students in each cohort to allow students to be located six feet apart from each other. Note: THESE PLANS ARE IN ADDITION TO THE TRAINING PROGRAM TABLE described in [Section IV.E](#). Both training plans should include

information such as: how you will structure your training program, what classroom format(s) you propose to use (e.g., reducing class sizes, switching to online format such as Zoom, Skype, another online format); how students will have access to the classroom format; how long you are proposing to use the classroom format(s) (e.g., the entire duration of the cohort, or only a brief time until in-person meetings can resume again); and what advisories you will be following regarding opening/closings of in-person meetings (e.g., state, county or city government advisories, university/college established procedures, etc.) If both of your plans contain similar items or one plan can be used for both situations, you must still provide a separate description of each plan outlining how the trainings will be held under both a COVID-19 situation and a non-pandemic situation. For example, if during normal times the proposed class size is 8, and during a social distancing period the class size also will be 8, you must still provide two separate plans, even though they contain the same information. A statement that one plan (or the same plan) will apply to both normal times and under social distancing will NOT be accepted.

Applicants will be evaluated, as described in [Section V](#), on the extent to which they partner with and secure hiring commitments from local contractors and other stakeholders where EPA-funded projects are located. Such projects may include brownfields assessment, cleanup and redevelopment, solid and hazardous waste management, or the remediation of oil spills located on brownfield or Superfund cleanup sites. Applicants should make efforts to link graduates of Brownfields Job Training programs with environmental employment that involves preventing, assessing, managing, and cleaning up contaminated sites or working in environmental areas in the graduates' respective communities. Proposed training should be directly linked to ongoing environmental employment opportunities taking place in the respective community.

To date, EPA has funded 352 job training grants totaling approximately \$75 million through the Brownfields Job Training Program, previously known as the Environmental Workforce Job Development Training Program. As of June 2021, approximately 18,780 individuals have completed training, and over 13,900 of those graduates obtained employment in the environmental field, earning average starting wages of over \$14 per hour. This equates to a cumulative placement rate of approximately 74% since the program was created in 1998.

I.B. Use of Grant Funds

In addition to brownfields assessment and cleanup training, as well as training in the areas of community involvement and site preparation for sustainability and equitable reuse and development, applicants may choose to deliver a variety of other environmental training activities as listed below. Applicants may tailor curricula to the labor market needs of their targeted community as long as it matches eligible uses. The only required training is OSHA 29 CFR 1910.120 40-hour HAZWOPER. Beyond this, the applicant can design a curriculum of eligible courses that meets the training needs identified by a local labor market assessment and/or employer survey.

- Training in “green remediation” technologies, such as phytoremediation, bioremediation, or soil amendments; advanced sampling instrument operator training; or training in the reuse of biosolids and other industry residuals.

- Training in stormwater management; green infrastructure installation, management, and maintenance; or low impact development (LID) training for the purpose of preparing a brownfield site for sustainable reuse.
- Emergency planning, preparedness, and response training for emergencies leading to contamination on brownfields sites, such as organizing and implementing exercises; outreach to the public; spill response and cleanup, including industrial and environmental (e.g., oil spills, natural disasters, etc.); first responder, disaster site worker certification, and National Incident Management System (NIMS) training; Disaster Recovery.
- Enhanced environmental health and safety training related to site remediation, such as promoting chemical (substance, mixture, or article) safety awareness and stewardship; safe work practices (including an overview of the content of material safety datasheets (MSDS), information on exposure guideline limits (Occupational Exposure Limits and Recommended Exposure Limits), information contained within the NIOSH pocket guide to chemical hazards, or the OSHA/EPA Occupational Chemical Database); isolation of work areas; safe storage and handling of chemicals; prevention of spills; and training in an overview of any existing chemical-specific worker training and certification programs, including but not limited to: lead abatement; lead renovation, repair, and painting (RRP); asbestos; diisocyanates (auto-refinishing and spray polyurethane foam); pesticide worker protection standards; PFCs; PBDEs/HBCD; and others.
- Energy efficiency, and alternative energy technologies, such as training in retrofitting technologies, in order to prepare brownfield sites for renewable energy installation for reusing and redeveloping former brownfield sites.

I.C. Eligible Uses of Grant Funds

Grant funds must be used for direct programmatic costs associated with implementing a Brownfields Job Training program. Examples of eligible uses of grant funds are listed below. Please note that this list is intended to be illustrative. Applicants must indicate the specific types of training they propose to deliver in their training program description.

- Personnel costs for instructors to conduct training, fringe benefits, and/or personnel costs for tasks associated with programmatic reporting requirements.
- Costs for screening and placement of individuals in the training program.
- Costs for training materials and work gear associated with the training curriculum.
- Development and refinement of existing curricula for training.
- Implementing job development outreach activities directed toward engaging prospective employers to be involved in the job training program and to hire graduates.
- Training in the assessment, inventory, analysis, and remediation of sites or facilities at which hazardous substances, pollutants, contaminants, and petroleum products are located, transported, or disposed, including training for jobs in environmental sampling, demolition,

underground storage tank removal, groundwater extraction, site remediation, and equitable development associated with brownfields.

- Training in sustainable deconstruction in preparation of a brownfield site cleanup or redevelopment.
- Training participants in the use of techniques and methods for cleanup of hazardous substances, petroleum, and pollutants, such as asbestos abatement; lead abatement; lead renovation, repair, and painting (RRP); mold remediation; and cleaning up sites contaminated by the manufacturing of illegal drugs (e.g., methamphetamine labs), abandoned gas stations, or mine-scarred lands.
- Training in confined space entry.
- Training in first-aid, cardiopulmonary resuscitation (CPR), and blood-borne pathogens.
- Training in chemistry, toxicology, and geology to the extent necessary to inventory, assess, remediate, and clean up contaminated sites.
- Training in the requirements and implementation of the All Appropriate Inquiries (AAI) Final Rule, as required in CERCLA Section 101(35)(B), and due diligence.¹
- Training in radiation safety and the cleanup of uranium mine tailings.
- Training in HAZMAT, commercial driver's license (CDL)², forklift, and machine operations associated with the transportation of hazardous waste.
- Training in Freon removal or the removal of hazardous substances from white goods located on a brownfield site.
- Training in the use of compost and soil amendments and associated sampling, testing, and design considerations, and management techniques to support the assessment, cleanup and preparation of sites for urban agriculture and horticulture.
- Training participants in planning and conducting ecological restoration of contaminated land, including general botanical classes or introductory horticultural classes related to land and stream restoration or indigenous species and native plant re-vegetation; landscaping; and soil science related to preparing sites for reuse and redevelopment.
- Awareness training in Environmental Stewardship and Environmental Justice to promote community involvement in assessment, cleanup and reuse of brownfield sites.

¹ Due diligence is the process for evaluating a property for the potential presence of environmental contamination, and for assessing potential liability for any contamination present at the property.

² Commercial Driver's License must be incidental to an overall training course related to hazardous waste transportation. It may not be required or used for any other purpose.

- Training in climate change mitigation and adaptation or resiliency as it relates to preparation of brownfield sites for cleanup and subsequent reuse.
- Training in Green Infrastructure and Stormwater Management; and Erosion and Sediment Control for site remediation and preparation for reuse and redevelopment.
- Training in building trades related to constructing berms, caps, synthetic barriers, pumping facilities, bioretention systems, and similar structures to remediate contamination and site preparation.
- Training in national historic preservation and tribal historic preservation regulations associated with cleanup projects.
- Training in vapor intrusion testing and mitigation.
- Training in site surveying, mapping, blueprint reading, computer-aided design and drafting (CADD), and geographic information systems (GIS).
- On-the-job training insurance for trainees.
- Costs associated with health exams (e.g., pulmonary function tests), drug testing, or licensing fees directly related to the training and/or the placement of graduates in environmental work.
- Costs used to cover rental fees associated with training facilities or minor alteration of existing facilities. (Construction costs are not allowable.)
- Costs associated with eligible participant support costs, including transportation for trainees for site visits during training or to transport trainees to and from class.

I.D. Ineligible Uses of Grant Funds

Examples of ineligible uses of grant funds are listed below. Please note that this list is intended to be illustrative and is not all inclusive. **Grant funds may not be used for the following activities:**

- Training in general construction skills and trades (e.g., carpentry, plumbing, electricity, etc. relating to constructing buildings).
- Training in natural resource extraction or related processes, such as hydraulic fracturing, oil refinery, or mining operations.
- Conducting actual site assessments or cleanups, except within the context of on-the-job training.
- Conducting response activities often associated with actual cleanups (e.g., landscaping, demolition, and groundwater extraction), except within the context of on-the-job training assignments. Assessment, cleanup, and associated activity costs must be funded through other means.

- General or life skills, education activities, such as remedial classes in math and reading; job readiness training, such as developing resumes and acquiring interview skills; GED costs; website development; vehicle or medical insurance; or childcare and daycare costs.
- Stipends for students, including on-the-job training costs, or scholarship funds to support students' enrollment in college courses. As noted above, stipends for student transportation expenses are eligible.
- Membership fees, such as fees required to join placement service organizations or environmental organizations.
- Providing food or light refreshments to employees, instructors, and trainees - except at graduation ceremonies.
- Training that seeks to test a product or is intended to expand a business, including training that seeks to expand construction and demolition debris recycling businesses for example, or training that is intended to only serve staff of an existing business who are already employed with that business.
- Costs that are unallowable (e.g., lobbying and alcoholic beverages) under Cost Principles 2 CFR 200 and 1500, as applicable.
- Matching any other federal funds (unless there is specific statutory authority for the match). The statutory authority for the Brownfields Job Training Program, section 104(k)(7) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) 42 U.S.C. 9604(k)(7) does not provide the requisite authority. Grant funds may be used to match state or local funds, if authorized by the relevant state statute or local ordinance.
- Construction or substantial rehabilitation of buildings or other facilities to house training.
- Foreign travel.
- Application preparation costs.
- Administrative costs, including all indirect costs and direct costs for grant administration in excess of five (5) percent of the total amount of EPA grant funding, with the exception of financial and performance reporting costs (which are considered allowable programmatic costs and not subject to the 5% limitation). (Refer to [Appendix 1: Prohibitions on Use of Funds.](#))

See <https://www.epa.gov/brownfields> for additional information on ineligible grant activities.

I.E. EPA Strategic Plan Linkage

The activities to be funded under this announcement support [EPA's FY 2018-2022 Strategic](#)

[Plan](#).³ Awards made under this announcement will support Goal 1 – A Cleaner, Healthier Environment, Objective 3 – Revitalize Land and Prevent Contamination of [EPA’s Strategic Plan](#). All applications must be for projects that support this goal and objective.

I.F. Measuring Environmental Results: Anticipated Outputs/Outcomes

EPA requires that applicants adequately describe environmental outputs and outcomes to be achieved under assistance agreements.⁴ Applicants must include specific statements describing the environmental results of the proposed project in terms of well-defined outputs and, to the maximum extent practicable, well-defined outcomes that will demonstrate how the project will contribute to the goal and objective described above in [Section I.E.](#)

Applicants are required to describe how funding will help EPA achieve environmental outputs and outcomes in their responses to the criteria in [Section V](#). Outputs and outcomes specific to each project will be identified as deliverables in the negotiated workplan if the application is selected for award. Recipients will be expected to report progress toward the attainment of expected project outputs and outcomes during the project performance period. Outputs and outcomes are defined as follows:

1. **Outputs:** The term “output” refers to an environmental activity, effort, and/or associated work product related to an environmental goal or objective that will be produced or provided over a period of time or by a specified date. Outputs may be quantitative or qualitative but must be measurable during the project period. The expected outputs for the grants awarded under these guidelines may include but are not limited to:
 - Number of individuals recruited, trained, certified, and placed in environmental careers in communities impacted by solid and hazardous waste sites and facilities. Each grant award is anticipated to result in at least 50 individuals completing training, with a minimum job placement rate of 70%. These target numbers are approximations and will vary by recipient depending on the comprehensiveness of a curriculum and where the recipient is located (urban versus rural locations where a larger number of individuals may be more easily recruited than locations where recruitment may be more challenging as a result of smaller populations).
 - Number of classroom style trainings, practical trainings, and curricula modules.
 - Number of appropriate certifications in environmental sampling and site cleanup methods.
 - Number of individuals that receive certifications in OSHA 29 CFR 1910.120 40-hour HAZWOPER training.
2. **Outcomes:** The term “outcome” refers to the result, effect, or consequence that will occur from carrying out the activities under the grant. Outcomes may be environmental, behavioral, health-related, or programmatic; must be qualitative or quantitative; and may

³ EPA’s Strategic Plan is available at <https://www.epa.gov/planandbudget/fy-2018-2022-epa-strategic-plan>.

⁴ EPA Order 5700.7, EPA’s Policy for Environmental Results under EPA Assistance Agreements is available at <https://www.epa.gov/grants/epa-order-57007a1-epas-policy-environmental-results-under-epa-assistance-agreements>.

not necessarily be achievable during the project period. EPA anticipates the outcomes from the projects awarded under this announcement may be an increase in the capacity of governmental entities and nonprofit organizations to:

- Help residents of communities take advantage of jobs created by the assessment and cleanup of brownfields and the assessment, cleanup, and management of solid and hazardous waste sites and facilities while addressing environmental justice concerns.
- Provide training that leads to sustainable employment in the environmental field.
- Improve community involvement and stimulate the development of constructive partnerships.
- Reduce exposures to hazardous substances and other contaminants and improve the health of workers, occupants, and residents.
- Foster self-sufficiency and enhance the skills and availability of labor for environmental remediation in environmental justice and other communities impacted by environmental contamination.
- Enable residents to participate in the promotion of environmental health and occupational safety, both on the job and in their communities.

I.G. Supplementary Information

The statutory authorities for assistance agreements expected to be awarded by EPA under this announcement is CERCLA 104(k)(7).

SECTION II – AWARD INFORMATION

II.A. What is the Amount of Available Funding?

The total funding available under this competitive opportunity is approximately \$3,000,000, subject to availability of funds, quality of applications received, and other applicable considerations for FY22. EPA anticipates awarding approximately 15 Brownfields Job Training grants. Applicants may apply for up to \$200,000 of EPA funds.

EPA reserves the right to make additional awards under this competition, consistent with Agency policy, if additional funding becomes available. Any additional selections for awards will be made no later than six months from the date of the original selection decision. EPA reserves the right to reject all applications and make no awards under this announcement or make fewer awards than anticipated.

In appropriate circumstances, EPA reserves the right to partially fund applications by funding discrete portions, types of training, or phases of proposed projects. To maintain the integrity of the competition and selection process, EPA, if it decides to partially fund an application, will do so in a manner that does not prejudice any applicants or affect the basis upon which the application, or portion thereof, was evaluated and selected for award.

Awards may be fully or incrementally funded, as appropriate, based on funding availability, satisfactory performance, and other applicable considerations.

II.B. What is the Project Period for Award(s) Resulting from this Solicitation?

The project period for Brownfields Job Training Grants is three (3) years. Training is anticipated to conclude by the end of the second year, with the third year of the project period devoted to the placement of remaining graduates in employment and reporting accomplishments data to EPA.

II.C. Substantial Involvement

The Brownfields Job Training Grant will be awarded in the form of a cooperative agreement. Cooperative agreements permit EPA's Project Officers to be substantially involved in overseeing the work performed by the selected recipients. Although EPA will negotiate precise terms and conditions related to substantial involvement as part of the award process, the anticipated substantial federal involvement for this project may include:

- Close monitoring of the recipient's performance to verify the results.
- Collaboration during performance of the scope of work, including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
 - a. Consultation between EPA staff and the recipients on effective methods of carrying out the scope of work provided the recipient makes the final decision on how to perform authorized activities.
 - b. Advice from EPA staff on how to access publicly available information on EPA or other Federal agency web sites.
 - c. With the consent of the recipient, EPA staff may provide technical advice to recipient contractors or subrecipients provided the recipient approves any expenditures of funds necessary to follow advice from EPA staff. The recipient remains accountable for performing contract and subaward management as specified in [2 CFR 200.318](#) and [2 CFR 200.332](#) as well as the terms of the EPA cooperative agreement.
 - d. EPA staff participation in meetings, webinars and similar events upon the request of the recipient or in connection with a co-sponsorship agreement.
- In accordance with 2 CFR 200.325, as appropriate, review of proposed procurements.
- Review and approval of the substantive terms of procurement contracts and subawards (EPA will not select contractors or subrecipients).
- Reviewing qualifications of key personnel. (EPA will not select employees or contractors employed by the award recipient).
- Reviewing and commenting on reports prepared under the cooperative agreement. (The final decision on the content of reports rests with the recipient.)
- Reviewing outputs and outcomes to ensure substantial progress is made in accordance with the cooperative agreement terms and conditions.
- Approval of project phases, such as curriculum development, prior to the implementation of training.

SECTION III – APPLICANT ELIGIBILITY & THRESHOLD CRITERIA

III.A. Who Can Apply?

In accordance with CFDA 66.815, the following entities are eligible to apply for a Brownfields Job Training Grant:

- General Purpose Unit of Local Government (EPA uses the definition of *Local government* in 2 CFR 200.1.)
- Land Clearance Authority or other quasi-governmental entity that operates under the supervision and control of, or as an agent of, a general purpose unit of local government.
- Government entity created by State Legislature.
- Regional Council or group of General Purpose Units of Local Government.
- Redevelopment Agency that is chartered or otherwise sanctioned by a State.
- State.
- Indian Tribe other than in Alaska. (The exclusion of Alaskan Tribes in Alaska, with the exception of the Metlakatla Indian Community as noted below, from grant eligibility is statutory at CERCLA §104(k)(1)). Intertribal Consortia are eligible for funding in accordance with EPA's policy for funding intertribal consortia published in the Federal Register on November 4, 2002, at 67 Fed. Reg. 67181. (This policy also may be obtained from your EPA Regional Job Training Coordinator listed.)
- Alaskan Native Regional Corporation, Alaska Native Village Corporation, and the Metlakatla Indian Community. (Alaskan Native Regional Corporation and Alaska Native Village Corporation as those terms are defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 and following).)
- Nonprofit organizations. For purposes of this grant program, consistent with the definition of *Nonprofit organization* in 2 CFR 200.1 the term "nonprofit organization" means any corporation, trust, association, cooperative, or other organization that is operated mainly for scientific, educational, service, charitable, or similar purpose in the public interest; is not organized primarily for profit; and uses net proceeds to maintain, improve, or expand the operation of the organization. Eligible nonprofit organizations may, but are not required to be, exempt from taxation under section 501 of the Internal Revenue Code. Workforce Investment Boards and organized Labor Unions that meet these criteria may be eligible nonprofit organizations. Public and nonprofit private institutions of higher education (including community colleges and similar 2-year institutions) are eligible to apply. However, nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are **not** eligible to apply.
- For-profit or proprietary training organizations or trade schools are **not** eligible to apply.

III.B. Voluntary Cost Share/Leveraging

Cost sharing and matching funds are not required under this competition. Although cost-sharing or matching is not required as a condition of eligibility under this competition, EPA will evaluate responses to the *Leveraging* criterion in [Section V](#). Leveraging is when an applicant proposes to provide its own additional funds/resources or those from third-party sources to support or complement the project awarded under the competition that are above and beyond

EPA grant funds awarded. Any leveraged funds/resources, and their source, must be identified in the application. Leveraged funds and resources may take various forms as noted below.

Voluntary cost share is a form of leveraging. As provided in [2 CFR 200.1](#), *Voluntary committed cost sharing* is when an applicant voluntarily proposes to legally commit to provide costs or contributions to support the project when a cost share is not required. Applicants who propose to use a voluntary cost share must include the costs or contributions for the voluntary cost share in the project budget on the SF-424. If an applicant proposes a voluntary cost share, the following apply:

- A voluntary cost share is subject to the match provisions in the grant regulations (2 CFR 200.306, as applicable).
- A voluntary cost share may only be met with eligible and allowable costs.
- The recipient may not use other sources of federal funds to meet a voluntary cost share unless the statute authorizing the other federal funding provides that the federal funds may be used to meet a cost share requirement on a federal grant.
- The recipient is legally obligated to meet any proposed voluntary cost share that is included in the approved project budget as provided in the definition of *Voluntary committed cost sharing* in 2 CFR 200.1. If the proposed voluntary cost share does not materialize during grant performance, then EPA may reconsider the legitimacy of the award and/or take other appropriate action as authorized by 2 CFR 200.339 and 2 CFR 200.340.

Other leveraged funding/resources that are not identified as a voluntary cost share. This form of leveraging may be met by funding from another federal grant, from an applicant's own resources, or resources from other third-party sources. This form of leveraging should be discussed in the application but should not be included in the budget narrative or table. Costs covered by this form of leveraging need not be eligible and allowable project costs under the EPA cooperative agreement. While this form of leveraging should not be included in the budget, if selected, the grant workplan should include a statement indicating that the applicant is expected to produce the proposed leveraging consistent with the terms of the announcement and the applicant's application. If applicants propose to provide this form of leveraging, EPA expects them to make the effort to secure the leveraged resources described in their applications. If the proposed leveraging does not materialize during grant performance, then EPA may reconsider the legitimacy of the award and/or take other appropriate action as authorized by 2 CFR Parts 200 or 1500.

III.C. Threshold Eligibility Criteria

This section contains the threshold eligibility criteria that ensure applicants are eligible to receive a Brownfields Job Training Grant. Threshold criteria are pass/fail and are based on certain requests for information identified below. The information you submit will be used by EPA solely to make eligibility determinations for grants. The applicant's responses to the threshold criteria **must be included in the Narrative Information Sheet** submitted to EPA or the application will be rejected. Only those applications that specifically address and pass all threshold criteria will be evaluated against the evaluation criteria in [Section V.A.](#) of this announcement.

Entities may not apply for more than one FY22 Brownfields Job Training Grant even if proposing to serve different target areas. Applicants that exceed the number applications allowable will be contacted, prior to review of any of the applications by EPA, to determine which application(s) the applicant will withdraw from the competition.

In addition, applications must be submitted through www.grants.gov as stated in [Section IV](#), and [Appendix 2](#) of this announcement (except in the limited circumstances where another mode of submission is specifically allowed for as explained in [Appendix 2](#)) on or before the application submission deadline. Applicants are responsible for following the submission instructions in [Section IV](#), and [Appendix 2](#) of this announcement to ensure that their application is submitted on time.

Applications received after the submission deadline will be considered late and deemed ineligible without further consideration unless the applicant can clearly demonstrate that it was late due to EPA mishandling or because of technical problems associated with www.grants.gov or relevant www.sam.gov system issues. An applicant's failure to timely submit their application through www.grants.gov because they did not timely or properly register in www.sam.gov or www.grants.gov will not be considered an acceptable reason to consider a late submission.

EPA will verify that the Data Universal Number System (DUNS) number listed on the application is the correct DUNS number for the applicant's organization/department. If the correct DUNS number is not included in the application, the application may be deemed ineligible. Applicants need to ensure that the correct Authorized Organization Representative (AOR) and DUNS number of the entity that will receive the award and will be held accountable by EPA for the proper expenditure of funds are listed on the application.

Responses to each item below are required and must be included in the Narrative Information Sheet that is included in the application submitted to EPA. See [Section IV.C](#), for a complete list of required documents that must be submitted.

1. Applicant Eligibility

Describe how you are an eligible applicant as described in [Section III.A](#). For entities other than cities, counties, tribes, or states, please attach documentation of your eligibility, such as nonprofit status, resolutions, or statutes.

2. Demonstration that Proposed Project Does Not Duplicate Other Federally Funded Environmental Job Training Programs

Demonstrate that the proposed training project does not duplicate other federally funded programs for environmental job training in your target community, including training provided through EPA's Superfund Job Training Initiative (SuperJTI); EPA's Environmental Justice Small Grants Program CFDA 66.604; and EPA's Surveys, Studies, Investigations, Training, and Special Purpose Activities Relating to Environmental Justice Grants Program CFDA 66.309. Applicants must demonstrate that the proposed training project does not duplicate National Institute of Environmental Health Sciences (NIEHS) Hazardous Waste Worker Training programs in their target community or Department of Labor (DOL) grant funds that include brownfields remediation, renewable energy, HVAC, or other energy-related training or wastewater treatment technology operator training. Federal agencies maintain lists of these grant programs at the following websites:

EPA: www.epa.gov/superfund/superfund-job-training-initiative
www.epa.gov/environmentaljustice
NIEHS: www.niehs.nih.gov/careers/hazmat/about_wetp/ecwtp/index.cfm
DOL: <https://www.dol.gov/general/grants/howto>

If you are listed on any of these websites as a recipient, you must demonstrate how services under this proposed project will complement, but not duplicate, the existing federal environmental job training activities (i.e., different target audience, such as a different age group, differing types of certification training).

If you are not listed on the above websites but are the recipient of other federally funded environmental or “green job” training programs serving your area or community(ies), you must similarly demonstrate how services under this proposed project will complement, but not duplicate, the existing federal environmental job training activities. These other programs may include funding provided by Housing and Urban Development (HUD), Department of Energy (DOE), Health and Human Services (HHS), and other federal agencies. EPA may also conduct internal screening to ensure demonstration of non-duplication and will coordinate duplication screening with federal partners.

If your proposed target community is not a recipient of any federally funded environmental or “green job” training programs, a statement to this effect must be included in the threshold criteria section of your Narrative Information Sheet.

3. Required HAZWOPER Training

Your application must include OSHA 29 CFR 1910.120 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training and be provided to **all trainees** in the proposed program. Applications that do not include 40-hour HAZWOPER in their training curriculum will be rejected.

4. Federal Funds Requested/Funding Amount

Applications with project periods exceeding three (3) years or requesting more than \$200,000 in federal funds for the entire project period will not be reviewed. Please indicate your requested funding amount and estimated project period.

5. Substantial Conformity with Instructions and Format Requirements

Applications must substantially conform to the application submission instructions and format requirements set forth in [Section IV](#) of this announcement or they will be rejected. Pages in excess of stated page limitations stated in [Section IV](#) will not be reviewed.

6. Training Curriculum Chart Indicating the Cost of Each Course

As part of the application, applicants must submit a detailed training curriculum chart with associated costs for each training course as referenced in [Section IV.E](#). Applicants must calculate and indicate what percentage of the grant budget will be allocated for each training course within this chart. The training curriculum chart with associated costs for each training course is not considered an attachment and must be included with responses to the ranking criteria as part of the Narrative. When addressing this threshold criterion in your Narrative Information Sheet, indicate on which page of the application your training curriculum chart can be found.

7. Plans for Delivering Training

Your application must include the 2 separate plans for delivering training as referenced in [Section I.A.](#) Applications that do not include the two plans will be rejected. When addressing this threshold criterion in your Narrative Information Sheet, indicate on which page of the application your training delivery plans can be found.

8. Target Area

You must identify the target area (as defined in [Section I.A.](#)) you propose to serve, including the town or city, as well as the neighborhood(s). Applicants cannot propose to serve multiple target areas. However, EPA will consider applications that propose to serve large areas, especially in rural communities, that may include a number of towns, as well as applications seeking to serve sister-cities.

Additionally, applicants other than tribal governments: If the target area is smaller than a city/town, list the census tract number(s) within the target area. (Please see the FY22 FAQs for guidance on how to find a census tract.)

9. Previous Funding Requirement

Please note that applicants who were awarded an Environmental Workforce Development and Job Training Grant (EPA-OLEM-OBLR-20-03) from EPA in Fiscal Year 2021 (FY21) are **not** eligible to under this competition. Grant recipients who received EWDJT funding in FY21 may not apply under this competition under any circumstance, even if the applicant proposes to serve a different city or target area. Applicants who received an Environmental Workforce Development and Job Training grant in, or before, Fiscal Year 2020, and who did not receive funding in FY21 as described above, are eligible to apply for funding under this competition. Please list the most recent year you received an EWDJT Grant from EPA, or if you have not received a grant in the past, in your Narrative Information Sheet.

Applicants deemed ineligible for funding consideration as a result of the threshold eligibility review will be notified within 15 calendar days of the ineligibility determination.

If an application is submitted that includes any ineligible tasks or activities, that portion of the application will be ineligible for funding and may, depending on the extent to which it affects the application, render the entire application ineligible for funding.

EPA staff will respond to questions regarding threshold eligibility criteria, administrative issues related to the submission of the application, and requests for clarification about this announcement. For purposes of the threshold eligibility review, EPA, if necessary, may seek clarification of applicant information that is included in the application and/or consider information from other sources, including EPA files. Such communications shall not be used to correct application deficiencies or material omissions, materially alter the application or project proposed, or discuss changes to the applicant's responses to any evaluation or selection criteria.

In order to maintain the integrity of the competition process, EPA staff cannot meet with individual applicants to discuss draft applications, provide informal comments on draft applications, or provide advice to applicants on how to respond to ranking criteria. EPA's

limitations on staff involvement with grant applicants are described in [EPA's Policy for Competition of Assistance Agreements](#).⁵

SECTION IV – APPLICATION SUBMISSION INFORMATION

IV.A. How to Obtain an Application Package

A copy of these guidelines can be obtained from the [EPA Brownfields Program](#) website⁶ or through www.grants.gov.

IV.B. Due Date and Submission Instructions

Your organization's Authorized Organization Representative (AOR) must submit your complete application package electronically to EPA through www.grants.gov. Applications must be submitted no later than 11:59 p.m. ET on **OCTOBER 5, 2021**. Please allow enough time to successfully submit your application package and allow for unexpected errors that may require you to resubmit. Occasionally, technical and other issues arise when using www.grants.gov.

Applications submitted after 11:59 p.m. ET **OCTOBER 5, 2021, will not be considered for funding.**

In order to submit an application through www.grants.gov, you must:

1. Have a unique entity identifier (e.g., active DUNS number),
2. Have an active System for Award Management (SAM) account in www.sam.gov,
3. Be registered in www.grants.gov, and
4. Be designated as your organization's AOR.

The registration process for all of the above items **may take a month or more to complete.**

The electronic submission of your application must be made by the AOR of your institution who is registered with www.grants.gov and is authorized to sign applications for federal assistance. Refer to [Appendix 2](#) for specific instructions on the use of www.grants.gov.

If you do not have the technical capability to apply electronically through www.grants.gov because of limited or no Internet access which prevents you from being able to upload the required application materials to www.grants.gov, please refer to the procedures in [Appendix 2](#). You should make every effort to complete the registration process in order to apply through www.grants.gov. However, if you are experiencing technical difficulties in applying through www.grants.gov because of operational or other issues related to COVID-19, you may request to submit the application by email. Email your request (which must include an explanation of the COVID-19 related issue you are experiencing and the specific reason you are unable to submit the application through www.grants.gov) and the complete application to Channing Shepherd (shepherd.channing@epa.gov) by **OCTOBER 5, 2021** at 11:59 PM ET. Requests will be reviewed on a case-by-case basis. There is no guarantee EPA will accept the submission outside

⁵ EPA Order 5700.5A1, *EPA's Policy for Competition of Assistance Agreements* is available at <https://www.epa.gov/grants/epa-order-57005a1-epas-policy-competition-assistance-agreements>.

⁶ EPA Brownfields Program website is available at www.epa.gov/brownfields.

of www.grants.gov. Requests received after **OCTOBER 5, 2021** at 11:59 PM ET will not be reviewed or considered.

If you submit more than one application for the same, identical project (either in error or to replace a previously submitted application), EPA will only review the most recently received application for that project unless you notify Channing Shepherd (shepherd.channing@epa.gov) and specify which application you want EPA to review.

IV.C. Content and Form of Application Submission

Upon receipt, applications will be reviewed for substantial conformity with the format requirements and page limits listed below, per the threshold eligibility criteria in [Section III.C](#). All application materials, including Partnership letters, must be submitted in English. Photos and graphics **will not be considered**. The Narrative and Narrative Information Sheet must be typed on letter-sized (8½ x 11 inch) paper, be single-spaced, and should use Times New Roman, Arial, or Calibri font, sized no smaller than 11 point. Attachments are limited to those identified below and are limited to one scanned image per page. Application materials and attachments exceeding the page limits described below will not be reviewed. Applicants are responsible for submitting a complete application, as described below, by the due date.

APPLICATION SUBMISSION CHECKLIST

• Federal application materials required by www.grants.gov (see Appendix 2)
• Narrative Information Sheet (3-page limit, single-spaced) (see Section IV.D.)
• The Narrative, which includes responses to all seven ranking criteria (12-page limit, single-spaced)
• Attachments, (15-page limit) (see Section IV.F.) ○ Documentation of applicant eligibility (if applicable) ○ Milestone Schedule ○ Documentation of Other Factors ○ Partnership Letters identified in your application Note: Documentation of nonprofit applicant eligibility must be included with the required attachments but does NOT count towards the attachments page limitation

*Before you submit your application for a Brownfields Job Training Grant, please ensure the following documents are included in your package submitted to EPA via www.grants.gov (please note – do not submit this checklist with your application)

IV.D. Narrative Information Sheet

The Narrative Information Sheet must address the information below and shall not exceed three (3) pages, single-spaced. Any pages submitted over the page limit will not be considered. EPA does not consider information in the Narrative Information Sheet to be responses to the evaluation criteria. The Narrative Information Sheet must be written on your organization's official letterhead and signed by an official with the authority to commit your organization to the proposed project.

- A. Applicant Identification: Provide the name and full address of the entity applying for funds. This is the agency or organization that will be receiving the grant and will be accountable to EPA for proper expenditure of funds. **Include the applicant's Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS number).**
- B. Responses to the Section III Threshold Eligibility Criteria:
1. Applicant Eligibility;
 2. Demonstration that Proposed Project Does Not Duplicate Other Federally Funded Environmental Job Training Programs;
 3. Required HAZWOPER training (reference page number where this training is discussed within the Narrative);
 4. Federal Funds Requested: \$ _____ (must not exceed \$200,000);
 5. Substantial Conformity with Instructions and Format Requirements;
 6. Training Curriculum Chart Indicating the Cost of Each Course (reference page number where the chart is located within the Narrative);
 7. Plans for delivering training (reference page number where plans are located within Narrative);
 8. Target Area; and
 9. Previous Funding Requirement
- C. Grant Type: Indicate "Brownfields Job Training Grant."
- D. Location: Provide your city, county, and state or reservation.
- E. Contacts:
- a. Project Director: Provide the name, phone/fax numbers, email address, and mailing address of the project director assigned to the proposed project. This person may be contacted if further information is needed.
 - b. Chief Executive/Highest Ranking Official: Provide the name, phone/fax numbers, email address, and mailing address of the applicant's Chief Executive (e.g., mayor of a city, executive director of a nonprofit, etc.). This person may be contacted if further information is needed.
- F. Project Period: Length of proposed project period (must not exceed three (3) years).
- G. Population: Provide the general population of your municipality and your defined target community. Tribes must provide the number of tribal/non-tribal members affected. Your jurisdiction's population can be found at www.census.gov.
- H. Training: Clearly indicate what types of training you will include in your proposed curriculum and at what level the training will be delivered as referenced in [Section I.B.](#)

IV.E. Narrative

The Narrative shall not exceed 12 single-spaced pages. Any pages submitted over the page limit will not be evaluated.

The Narrative must include clear, concise, factual responses to all criteria listed in [Section V](#). The Narrative must provide sufficient detail to allow for an evaluation of the merits of the application. Do not include discussions of broad principles that are not specific to the proposed work or project covered by your application. If a criterion does not apply, clearly state this. **Any criterion left unaddressed may result in zero points given for that criterion.** Responses to the criteria should include the criteria number and title but need not restate the entire text of the criteria. Do not provide photos or extraneous materials.

1. Community Need

This section of your application provides the context for your project. The needs defined in this section should provide the foundation for your discussion of the proposed Brownfields Job Training Program, including planned community engagement and partnerships, and the ways the program will ultimately benefit your community and program participants (both outputs and outcomes). This section of your Narrative should describe your community, identify a target area(s) within your community, discuss the impacts from brownfields and other environmental issues, and discuss the community's economic condition and challenges.

A. Community Description

Provide a detailed description of your community. Provide demographic information that demonstrates how your target community and the populations you aim to serve are of need, including population, unemployment rate, poverty rate, percent minority, per capita income, and/or other relevant statistics. Describe how these demographic indicators relate to current challenges in the target community, including environmental, social, public health, and economic issues, as well as environmental justice concerns, such as the disproportionate siting of polluting facilities or number of brownfield sites in low-income and/or minority communities you are proposing to target for recruitment activities.

Provide and compare census-based demographic data as requested in the table below. Use additional rows or text, as needed, to include other data or information, which provide a compelling explanation for why you selected the target area. Responses should clearly identify sources of information used.

Sample Format for Demographic Information

	Target Community (e.g., Census Tract)	City/Town or County	Statewide	National
Population:				316,127,513 ¹
Unemployment:				8.3% ²
Poverty Rate:				15.5 % ³
Percent Minority:				37.8% ¹
Median Household Income:				\$53,889 ³
Other: <i>Include other relevant data as needed in additional rows</i>				
¹ Data are from the 2014 American Community Survey data profile and are available on American FactFinder at http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_14_5YR_DP05&src=pt ² Data are from the Bureau of Labor Statistics (The Employment Situation – March 2016) and are available at http://www.bls.gov/news.release/pdf/empst.pdf . ³ Data are from the 2014 American Community Survey data profile and are available on American FactFinder at http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_14_5YR_DP03&src=pt .				

B. Labor Market Demand

Provide a description of the local labor market assessment and/or employer survey you, as the applicant, conducted. Detail the methods and results of these steps taken to assess the local labor market demand and indicate when they took place. Discuss how the training you are proposing will reflect the results of the labor market demand. Discuss what certifications you are proposing to incorporate into your curriculum that will meet the labor market demands.

2. Training Program Description

This section of your application provides a description of the proposed curriculum and how it is comprehensive, realistic and eligible. Describe how courses offered and certifications graduates earn ensure employment and meet the hiring needs of employers in your community. Indicate if training courses will be offered to every student or if courses are separated into different specialized training tracks. Describe your plans on how you will deliver your training as explained in [Section I.A](#), and which will be evaluated under the threshold eligibility process described in [Section III.C](#). Describe how the execution of your training program will incorporate sustainable practices, such as the recycling and reuse of training materials, purchasing or leasing more sustainable equipment, supplies, and services, or other practices that directly reduce water, materials, energy, or air impacts.

Provide a detailed description of your proposed training program in the sample table format provided below. Include the course name, the level of training to be provided (awareness, intermediate, or advanced), the type of certification(s) to be earned (state, federal, or other), the number of hours it will take to complete each course, the course schedule, and the training provider (if known). Add or remove rows from the suggested training program table format, as necessary, to accurately and fully detail your training program. Do not include training that is ineligible for EPA grant funding, such as training in construction and carpentry, or life skills training.

Include the cost of each course, how many times that given course will be offered, and the percentage of your **entire** grant budget that is allocated for the total cost of each training course, as referenced in the threshold criteria. For example, if you are requesting a total of \$200,000 in funding from EPA for a course that costs \$2,500 per cohort of students and will offer that course to three cohorts, then the total cost of that course is \$7,500, or 3.75% of your total budget.

Ensure that the costs for training listed in your training program table correspond with the dollar amount listed in your budget chart below where costs for each training course are explained in detail, including details if the costs are being allocated as personnel costs or contractual costs.

Sample Training Program Table Format

Course Name	Level of Training	Type of Certification	# of Hours	Start Date - End Date	# of Times Course will be Offered		Training Provider	Cost of Course	Percent of Grant Budget
Totals:									

3. **Budget**

This section of your application provides a description of the proposed program's budget and planned usage of EPA funds. Use the table format below to identify specific tasks for which EPA funding will be used. Specify the costs by budget category, associated with each task. Tasks shown in the table format are examples and can be edited as needed to be tailored to the applicant's program. Add columns for additional tasks if necessary. EPA provides general guidance on how to characterize costs for budgeting purposes in [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#).

In addition to the budget table, provide a budget description for each task in narrative format. Provide the basis for each cost estimate, as well as the projected outputs where possible (e.g., student safety equipment for 100 students at a cost of \$50 each for a total of \$5,000). EPA encourages applicants to set aside appropriate funding to support placement and tracking of graduates. Describe your approach, procedures, and controls for ensuring that grant funds will be expended in a timely and effective manner.

Note: Do not include tasks for activities or costs that are ineligible uses of funds. Administrative costs (direct costs for grant administration and indirect costs) may not exceed 5% of the total requested EPA funds. EPA considers costs for performance and financial reporting to be allowable programmatic costs that are not subject to the 5% limitation. Costs must be classified as direct or indirect consistently as required by 2 CFR 200.403(d) and 200.412 and applicants may not classify the same cost in both categories.

Sample Budget Chart

Budget Category	Project Tasks				Total
	Outreach and Recruitment	Instruction/ Training	Program Management	Placement and Tracking	
Personnel					
Fringe benefits					
Travel					
Contractual					
Supplies					
Other (Please be specific)					
Total EPA Funds					

4. Program Structure, Anticipated Outputs and Outcomes

This section of your application provides detail on the proposed program's structure and anticipated outputs and outcomes.

A. Outputs and Outcomes

Provide detailed information on how many participants you expect to enroll, the number of students anticipated to graduate from the proposed training program, and the targeted placement rate of graduates in environmental employment. A sample template is provided to assist applicants.

Discuss how you will evaluate progress towards achieving the expected short term and long term project outputs and outcomes. Clearly explain how your proposed timeline for achieving deliverables of the project, as reflected in the attached milestones schedule, is identified, detailed, and realistic.

Sample Outputs

Overall # of Participants Enrolled in Program	# of Graduates Completing Program	# of Graduates Placed in Environmental Positions	# of Graduates Not Placed but Pursuing Further Education

B. Recruitment and Screening

Explain how you will market your program to prospective students and recruit unemployed or under-employed individuals of specific populations indicative of need (e.g., ex-offenders, veterans). Discuss the screening, retention, and attrition strategies and processes that will be utilized by your program and benchmarks prospective students must pass in order to participate in the proposed program. Describe how this grant will be utilized to alleviate the burden of fees to participants, if any (e.g., licensing, certification, and medical examination fees).

Describe the accessibility of your training facilities (e.g., proximity to public transportation, parking). Please note that any fees you collect will be considered “program income” under 2 CFR Part 200 and must be used for the Brownfields Job Training program activities described in your approved grant award.

C. Program Support

Discuss the job search support and resources available for participants of your job training program, including the extent your organization will assist with initial job placement and continuous employment for participants, the extent your organization will track graduates and for how long (must be a minimum of one (1) year), and the extent you will utilize federal and local hiring incentives (e.g., first-source or local hiring ordinances, tax incentives, wage subsidies, etc.) that can increase the likelihood of employment for program graduates in your community. Discuss how you will market these incentives to employers.

D. Program Sustainability

Describe your plan for sustaining and continuing your environmental job training program once EPA funds are exhausted and how this plan is realistic and detailed.

5. Community and Employer Partnerships

A. Collaboration with Entities Involved with Local Remediation Activities and Environmental Projects

Provide information on any specific efforts made to collaborate with, including, but not limited to, brownfield multipurpose, assessment, revolving loan fund, and cleanup grant recipients in your community. Explain how past and/or future efforts to collaborate with local environmental projects taking place in your target community will enhance and foster future employment for job training graduates. Discuss your organization’s relationship with your local economic development or other city or county departments and if these relationships resulted in the placement of graduates with local contractors in your community. If applicable, please provide Partnership Letters for any commitments these partner organizations have made to assist with your training program.

B. Community Partnership Building

Discuss how you have involved the affected community in your proposed job training program, including any efforts you took to notify and involve the local community, and/or hold any public comment sessions during the development of your application. Discuss the extent to which partners (e.g., local community groups, Workforce Investment Boards, One Stop Centers, and academic institutions located in or near the affected community), have committed to providing support to your program. Explain how your program and partners’ expertise ensures trainees will be job ready and have the pre-employment skills needed to secure full-time work. Please attach Partnership Letters indicating commitments these partner organizations have made to your proposed program. Carefully review the “Contracts and Subawards” solicitation clause which can be found by following the link in [Section VI.F](#) of these guidelines before naming an entity that will receive EPA funds provided under this RFA as a partner.

C. Employer Involvement

Discuss the extent to which the employer community (e.g., local businesses, environmental contractors, labor unions, site owners) is involved in the development of the proposed job training program and offered assistance in the implementation of your program (e.g., curriculum development, advisory council participation, apprenticeships, internships, on-the-job training, and mentoring). Provide detailed information on specific efforts related to employer involvement, such as meeting dates, etc., that occurred during the preparation of this application. Describe any commitments employers have made including, but not limited to, commitments to interview students, hire graduates, provide on-the-job training, and/or mentoring. Discuss any partnerships you established with employers who hired graduates of your program in the past. Please provide Partnership Letters from past and prospective employers affirming their involvement and commitment to the proposed program.

6. Leveraging

Demonstrate how you will leverage additional funds/resources beyond the grant funds awarded by EPA to support the proposed project activities and how these funds/resources will be used to contribute to the performance and success of the proposed project. Note whether any leveraged funding will be in the form of a legally binding Voluntary committed cost share. Describe the extent to which in-kind and/or partner commitments to providing services/resources to the proposed job training program (e.g., staff time, life skills training, pre-employment training, student stipends, supplies, personal protective equipment (PPE), transportation and bus tokens, GED preparation, child care, academic enhancement, substance abuse counseling, etc.) are already made. If such commitments are not yet made, describe the likelihood that these commitments will materialize during the project.

Describe the amount(s) and type(s) of leveraged resources, including voluntary committed cost share, that will be available to your project and for what tasks they may be used. Consider using the optional table format below to illustrate for which tasks leveraged funds will be used and how much leveraged funding you plan to use for each task. Please modify task categories and add rows as necessary. For each source of funding, list whether it is an anticipated source of funding or a confirmed source of funding.

Selected applicants are expected to abide by their proposed leveraging commitments during grant performance and the failure to do so may affect the legitimacy of the award. Note: a cost share is not required for this grant.

Leveraged Funding Table (Optional)

Project Funding	Status of Funds: Anticipated/ Confirmed*	Project Tasks				Total
		Outreach and Recruitment	Instruction/ Training	Program Management	Placement and Tracking	
[Funding Source 1]						
[Funding Source 2]						
[Funding Source 3]						
Total Non-EPA Funds Leveraged:						

* Specify whether the funding will be a voluntary committed cost share.

7. Programmatic Capability

This section of your application demonstrates that your organization (“the applicant”) has programmatic capability (experience, knowledge, and resources, or ability to obtain them) and a reasonable approach necessary to ensure successful completion of all required aspects of this proposed program.

A. Grant Management System

Discuss the management system you have in place to direct activities under the grant. Include a brief description of your project manager and staff and a discussion of the qualifications and experience. Discuss the means you have to retain project leadership or recruit qualified staff should employee turnover occur. Describe the system(s) you have in place to acquire additional expertise and resources required to perform the proposed project. If you intend to contract for the necessary expertise, describe the system you have in place to acquire that expertise.

B. Organizational Experience

Explain your organization’s experience in working with the community you propose to serve. Discuss any previous experience your organization has had in environmental training as it relates to your proposed curriculum. If you do not have an instructor on staff and are considering contracting or sub-granting, describe the criteria you will use to select these services. Discuss any experience your organization has in the employment and training field at large.

C. Audit Findings

Explain any adverse audit findings. If you have had problems with the administration of any grants (e.g., compliance reporting, expenditure of funds), please describe how you have corrected, or are correcting, the problems. If you have not had any problems or adverse findings, provide a statement to that effect.

D. Past Performance and Accomplishments

If you have received an EPA Brownfields Job Training Grant (or an Environmental Workforce Development and Job Training Grant) within the last 10 years, please respond to **item i** below.

If you have not received an EPA Brownfields Job Training Grant (or an Environmental Workforce Development and Job Training Grant), but have received other federal or non-federal assistance agreements within the last 10 years, including EPA Brownfields Area-Wide Planning, Assessment, Revolving Loan Fund, or Cleanup grants, please respond to **item ii** below.

If you have not received any type of federal or non-federal assistance agreements within the last 10 years, affirm this in your application. Failure to indicate anything in response may result in zero points for this criterion.

In evaluating applicants under the factors in [Section V](#), EPA will consider the information provided by the applicant and may also consider relevant information from other sources, including information from EPA files and from current/prior grantors (e.g., to verify and/or supplement the information provided by the applicant).

i) Current or Past EPA Brownfields Job Training or EWDJT Grant Recipients that have been awarded a JT grant within the last 10 years. (Please be advised the date you were awarded the grant must be 2012 or later to qualify for this category.)

Identify each of the EPA Brownfields Job Training Grant(s) (or an Environmental Workforce Development and Job Training Grant) you currently have or have received in the past. Demonstrate how you successfully managed the grant(s), and successfully performed all phases of work under the previous or existing grant(s) by providing information on the following:

- Funds Expenditure: the balance of grant funds not drawn down (funds remaining). If you have an open EPA job training grant, please indicate your need for additional funding based on remaining funds.
- Compliance with grant requirements:
 - a. Information regarding your compliance with the workplan, schedule and terms and conditions. Are you making sufficient progress towards achieving the expected results of the grant?
 - b. Information regarding your timely quarterly and annual reporting, as well as ongoing Assessment, Cleanup and Redevelopment Exchange System (ACRES) reporting.
 - i. Whether the data are accurately reflected in ACRES at the time of this application submission, and if not, why?
- Accomplishments:
 - a. Number of individuals you committed to train and place **in your application** versus what was provided in your approved workplan.
 - b. Number of individuals that were actually trained.
 - c. Placement rate.
 - d. Whether the original anticipated training and placement goals were met, and, if not, the steps that were taken to improve the program.

Sample Accomplishments Data

Grant #	Project Period	Funds Expended	# of Participants Trained	# of Participants Placed	% placed in full-time employment	Data Updated in ACRES (Yes/No)
JT-999999998	10/01/11 - 9/30/14	\$183,264	80	70	88%	Yes
JT-999999999	10/01/03 - 9/30/05	\$200,000	78	72	92%	Yes

- ii) Has Not Received an EPA Brownfields Job Training or EWDJT Grant; Recipient of Other Federal or Non-Federal Assistance Agreements that have been awarded within the last 10 years. (Please be advised the date you were awarded the grant must be 2012 or later to qualify for this category.)

Identify current and/or prior federally and non-federally funded assistance agreements you have or received, including EPA brownfields grant(s). If you worked with EPA on delivering a Superfund Job Training Initiative (JTI) project, please also note this. Please provide information on no more than five of your most recent assistance agreements. Describe your history of successfully managing these agreements and performing the agreements including:

- a. Information regarding your compliance with the workplan, including schedule, progress, and terms and conditions. Are you making sufficient progress towards achieving the expected results of the grant?
- b. Information regarding your success in meeting and complying with reporting requirements, including quarterly reporting, technical reports, final reports, and data entry into the Assessment, Cleanup and Redevelopment Exchange System (ACRES), as applicable.

IV.F. Attachments

The following documents should be included as attachments to your application. Items 2-4 of the listed attachments must not exceed a total of fifteen (15) pages.

1. **Documentation of Applicant Eligibility:** For entities other than cities, counties, tribes, or states, please attach documentation of your eligibility, such as non-profit status, resolutions, or statutes. *Note: This documentation will not count against page limitations.*
2. **Milestones Schedule:** This should indicate start times and completion dates of significant tasks under your program (e.g., outreach, procurement of a contractor, recruitment, frequency of classes to be offered and length, instruction, placement, and tracking).
3. **Documentation Addressing Other Factors:** Applicants should provide a summary in the Narrative on the applicable other factors, see [Section V.B.](#) and also indicate that they have addressed the other factors as an attachment to their

application (applicants may choose to submit the sample Other Factors Checklist – [Appendix 3](#), for this purpose), and attach supporting documentation as needed, as part of their application submission. Failure to do so may affect EPA’s ability to consider these other factors during selection decisions. EPA may verify this information prior to selection and consider this information during the evaluation process.

4. **Partnership Letters:** Partnership Letters may only impact scoring of the subcriteria that directly cite and request letters and references. Letters and references will not impact scoring for other criteria. Letters must be received with your application; **letters received separately or after the due date for application submission will not be considered.**

IV.G. Confidential Business Information

EPA recommends that you do not include confidential business information (CBI) in your application. However, if CBI is included, it will be treated in accordance with 40 CFR 2.203. Applicants must clearly indicate which portion(s) of their application they are claiming as CBI. EPA will evaluate such claims in accordance with 40 CFR Part 2. If no claim of confidentiality is made, EPA is not required to make the inquiry to the applicant otherwise required by 40 CFR 2.204(c)(2) prior to disclosure. The agency protects competitive applications from disclosure under applicable provisions of the Freedom of Information Act prior until the completion of the competitive selection process.

IV.H. Additional Provisions for Applicants Incorporated into The Solicitation:

Additional provisions that apply to this solicitation and/or awards made under this solicitation, including but not limited to those related to confidential business information, contracts and subawards under grants, and application assistance and communications, can be found in the [EPA Solicitation Clauses](#).⁷ These and the other provisions in [EPA’s Solicitation Clauses](#) are important and applicants must review them when preparing applications for this solicitation. If you are unable to access these provisions electronically, please contact the Regional Brownfields Contact listed in [Section VII](#), to obtain the provisions.

SECTION V – APPLICATION REVIEW INFORMATION

V.A. Evaluation Criteria

If your application passes the threshold eligibility review, your responses and the information you provide in your Narrative will be evaluated per the criteria below and scored by a national evaluation panel. Each application will be rated under a points system, with a total of 235 points possible.

⁷ EPA’s Solicitation Clauses are available at www.epa.gov/grants/epa-solicitation-clauses.

1. COMMUNITY NEED (40 points)

Each application will be evaluated on the quality and extent to which it addresses the following:

1.A. Community Description (20 points)

- The depth and degree of environmental and economic challenges confronting your city/town/geographic area and the specific area where you plan to serve (5 points);
- The impact of current community challenges on residents and an explanation of how/why you selected your target area (5 points);
- Demographic statistics provided for the target area and how these statistics compare to city, state, and/or national averages and how well they demonstrate a community indicative of need (5 points); and
- The extent to which the application seeks to serve target communities with high indicators of need (such as high rates of unemployed individuals, dislocated workers, individuals laid off as a result of recent manufacturing plant closures, severely under-employed or unemployed individuals, low income and minority residents of environmentally impacted communities, veterans, and individuals with little to no advanced education). (5 points)

1.B. Labor Market Demand (20 points)

- The depth and degree to which you conducted a labor market assessment to gain an understanding of the current job market in your target area (5 points);
- The methods used to conduct your assessment (5 points);
- The extent to which the labor market assessment resulted in an indication that your target area has the demand for a skilled environmental workforce your training program would provide (5 points); and
- The extent to which the results of your assessment were incorporated into the development of your application and training program curriculum. (5 points)

2. TRAINING PROGRAM DESCRIPTION (25 points)

Each application will be evaluated on the quality and extent to which it addresses the following:

- The proposed training curriculum is comprehensive, realistic, and contains only eligible activities (5 points);
- The training curriculum is structured to be of benefit to students and the community (5 points);
- The training program incorporates sustainable practices (5 points);
- The logic behind why the training curriculum was designed and structured the way it was (5 points); and
- How the certifications and knowledge gained by graduates of your program will help ensure successful employment. (5 points)

3. BUDGET (10 points)

Each application will be evaluated on the quality and extent to which it addresses the following:

- A clear and logical rationale for each cost included in the proposed budget for which EPA funds are intended to be used and the extent to which all costs are accounted for and add up to the total requested funding amount (5 points); and
- A realistic basis for program costs, an efficient and effective use of EPA funds, the probability/likelihood the applicant will be able to execute the proposed training program within the cost parameters of the funding estimated, and a plan to expend funds in a timely and effective manner. (5 points)

4. PROGRAM STRUCTURE, ANTICIPATED OUTPUTS AND OUTCOMES (55 points)

Each application will be evaluated on the quality and extent to which it addresses the following:

4.A. Outputs and Outcomes (20 points)

- The appropriateness and applicability your anticipated outputs and outcomes are to the training program described in the application (5 points);
- The quality of your plan to achieve your anticipated outputs and outcomes (5 points);
- The robustness of your plan is to track and evaluate your progress towards achieving these outputs and outcomes (5 points); and
- How well your program goals are aligned with the outputs/outcomes and likelihood of program success (5 points)

4.B. Recruitment and Screening (20 points)

- How your recruitment strategies and processes for recruiting residents from the target area demonstrate a likelihood for success (5 point);
- The effectiveness of the processes you will use to screen potential students and benchmarks they must pass to participate in the proposed program (5 point);
- The robustness of these benchmarks in helping to ensure students are retained and finish the program successfully (5 point); and
- The accessibility of your program to your target populations, both geographically in terms of transportation and any costs they may incur to participate. (5 point)

4.C. Program Support (10 points)

- Support and resources that are secured to help ensure the proposed program will be able to place graduates in jobs (5 points);
- The quality of the system in place to track graduates of the program and the length of time you plan to track their graduates, and the number and quality

of any hiring incentives you plan on using to market graduates to employers and place them in jobs. (5 points)

4.D. Program Sustainability (5 points)

- The quality and extent of the resources or partnerships that are acquired or entered into and the likelihood these will sustain the program once EPA funds are expended and the grant is closed. (5 points)

5. COMMUNITY AND EMPLOYER PARTNERSHIPS (60 points)

Each application will be evaluated on the quality and extent to which it addresses the following:

5.A. Collaboration with Entities Involved with Local Remediation Activities and Environmental Projects (20 points)

- The extent to which you intend to collaborate with entities performing environmental work in and around the target area including, but not limited to, brownfields multipurpose, assessment, revolving loan fund, and cleanup, grant recipients in your community (5 points);
- The quality of the partnership(s) and benefits these partnerships may bring to your program and graduates (5 points); and
- The number and types of entities which have made commitments to support your program (5 points);
- The quality and applicability of the information provided in Partnership Letters from entities that made any commitments, detailing the depth and degree to which they intend on being involved in your program. Partnership letters provided in the attachments should be consistent with the commitments or statements made within the Narrative. (5 points)

5.B. Community Partnership Building (20 points)

- The extent to which you intend to collaborate with the affected community in your proposed job training program, including efforts made to notify and involve the local community, and/or hold any public comment sessions in the during the development of your application (5 points);
 - e.g., local community groups, workforce investment boards (WIBs), One Stop Centers, and academic institutions located in or near the target community
- The level of involvement of these organizations in your program and the benefit partnerships will bring to your program and graduates to ensure trainees are job ready and have the pre-employment skills needed to secure full-time work (5 points);
- Commitments made to support your program by community partners (5 points); and
- The quality and applicability of the information provided in Partnership Letters from community partners who made any commitments, detailing the depth and degree to which they intend on being involved in your program. Partnership letters provided in the attachments should be consistent with the commitments or statements made within the Narrative. (5 points)

5.C. Employer Involvement (20 points)

- The extent to which you can demonstrate collaboration with employers within or near the target area and, if applicable, any employer partnerships that have resulted in previous graduates of your job training program being hired (5 points);
- The depth and degree of employer involvement in the design of your program including, but not limited to, meeting dates, advisory council participation, and curriculum development (5 points);
- Level of involvement and commitment from employer partners that will enhance a graduate's chance of success including, but not limited to, commitments to interview students, hire graduates, provide on-the-job training, and/or mentoring (5 points); and
- The quality and applicability of the information provided in Partnership Letters from employers who have made any commitments, detailing the depth and degree to which they intend to be involved in your program. Partnership letters provided in the attachments should be consistent with the commitments or statements made within the Narrative. Commitments accompanied by partnership letters affirming these commitments may garner more points. (5 points)

6. LEVERAGING (15 points)

Each application will be evaluated on the quality and extent to which it addresses the following:

- Additional funds, in-kind services, and or other resources, beyond EPA funds awarded, that will be obtained and used to support the proposed job training program (5 point);
- The overall applicability and benefit these additional resources will bring to the program (5 point); and
- Whether the leveraged resources are firm (have already been committed or confirmed), or if they are an anticipated leveraged resource. Applications with firm leveraged funding and resources may garner more points. (5 point)

7. PROGRAMMATIC CAPABILITY (30 points)

Each application will be evaluated on the quality and extent to which it addresses the following:

7.A. Grant Management System (5 points)

- How efficient and effective of a system you have in place to manage and administer the grant, including information regarding a program manager or dedicated staff assigned to help run the proposed program. If necessary expertise is not readily available within your organization, your plan for acquiring such expertise and ensuring experts have the necessary knowledge and experience demonstrating their qualifications. (5 points)

7.B. Organizational Experience (10 points)

- How efficient and effective your organization is at working with the local community or your proposed target area (5 points); and
- How efficient or effective your organization is at providing training and developing a local workforce. (5 points)

7.C. Audit Findings (5 points)

- The extent to which you have any adverse audit findings, and if yes, how any adverse finding was corrected, or is being corrected, and the likelihood that these findings will not continue to be a problem. If there are no findings or you have not been audited before, please provide a statement to that extent to review the full amount of points for this subcriterion. (5 points)

7.D. Past Performance and Accomplishments (10 points)

In evaluating an applicant's response to this criterion, in addition to the information provided by the applicant, EPA may consider relevant information from other sources including information from EPA files and/or from other federal or non-federal grantors to verify or supplement information provided by the applicant. Applicants will only be evaluated using the sub-criterion below that is appropriate to their situation.

If the applicant has not received any type of federal or non-federal assistance agreement within the last 10 years, they should provide a response to such effect. The applicant will receive a neutral score (5 points) for this criterion. However, failure to respond to this criterion may result in zero points for this criterion.

i) Current or Past EPA Brownfields Job Training or EWDJT Grant Recipients that have been awarded a JT grant within the last 10 years. (Please be advised the date you were awarded the grant must be 2012 or later to qualify for this category.)

- Demonstrated ability to successfully manage past EPA Brownfields Job Training or EWDJT Grant(s) and proven success throughout the different phases of work under the grant.
 - Funds drawn down in a timely and appropriate manner; explanation of need for additional funds if you have an open grant with funds remaining. Provide information on whether you submitted quarterly reports in a timely manner as well as on going ACRES reporting. (5 points)
 - Demonstration of success towards achieving expected results; proven compliance with the workplan, schedule, and terms and conditions. Compliance in providing accomplishment data that demonstrates success of program (or an explanation of issues encountered that may have hindered meeting program goals) including the number of individuals you trained and placed versus what goals were set in your approved workplan and your program's placement rate. (5 points)

ii) Has Not Received an EPA Brownfields Job Training or EWDJT Grant; Recipient of Other Federal or Non-Federal Assistance Agreements that have been awarded within the last 10 years. (Please be advised the date you were awarded the grant must be 2012 or later to qualify for this category.)

- Demonstrated ability to successfully manage federal or non-federal grant(s), and the performance of all phases of work under each grant.
 - Demonstrated ability to successfully complete and comply with the workplan, including schedule, progress, grant/project goals, use of funds in timely and appropriate manner, and terms and conditions. (5 points)
 - Demonstrated success in meeting and complying with reporting requirements, including quarterly reporting, technical reports, final reports, and data entry into required systems such as ACRES, as applicable. (5 points)

V.B. Other Factors

In making the final selections from among the most highly ranked applicants, EPA's Headquarters Selection Official may consider the factors below as appropriate. Other factors are:

- Fair distribution of funds between urban and non-urban areas, including an equitable distribution of funds to "micro" communities (those communities with populations of 10,000 or less). EPA strongly encourages non-urban communities, including micro-communities, to apply;
- A balanced distribution of funds among EPA's 10 Regions and among states and territories;
- Fair distribution of funds between new applicants and previous job training grant recipients; ("New" applicants are defined as organizations that have not received EPA brownfields job training grant funding since 2013);
- Whether the applicant is a federally recognized Indian Tribe or United States Territory, or is an organization that will primarily serve tribal or territorial residents;
- Whether the applicant's jurisdiction is located within, or includes, a county experiencing "persistent poverty" where 20% or more of its population lived in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates;
- Applications that seek to serve veterans;
- whether the target area(s) is located within, or includes, a census tract with a poverty rate of 20% or higher as measured by the most the 2019 American Community Survey (ACS) 5-year estimates from the United States Census Bureau; and
- whether the target area(s) is located within a community in which a coal-fired power plant has recently closed (2011 or later) or is closing.

EPA may verify this information prior to selection and consider this information during the evaluation process

V.C. Review and Selection Process

Timely submitted applications initially will be reviewed by the appropriate EPA Regional Office to determine eligibility ([Section III](#)). All applications that pass the threshold criteria review will then be evaluated by national evaluation panels comprised of EPA staff and possibly other federal agency staff knowledgeable about the training activities listed in the RFA. Eligible applications will be evaluated based on the criteria described in [Section V.A.](#)

Recommendations for selection based on completed evaluations will be referred to the EPA Headquarters Selection Official, who is responsible for further consideration of the applications and the final selection of grant recipients. Applications will be selected for award by the Selection Official based on evaluated point scores, the availability of funds, and consideration, as appropriate, of “other factors” as referenced in [Section V.B.](#)

V.D. Additional Provisions for Applicants Incorporated into the Solicitation

Additional provisions that apply to this solicitation and/or awards made under this solicitation including the clause on Reporting and Use of Information Concerning Recipient Integrity and Performance can be found at [EPA Solicitation Clauses](#). These, and the other provisions that can be found at the website link, are important, and applicants must review them when preparing applications for this solicitation. If you are unable to access these provisions electronically at the website above, please communicate with the EPA contact listed in [Section VII](#) of this solicitation to obtain the provisions.

SECTION VI – AWARD ADMINISTRATION INFORMATION

VI.A. Award Notices

Applicants who fail the threshold eligibility requirements will be notified within 15 calendar days of EPA’s determination of ineligibility. EPA will notify applicants who are not selected for award based on the evaluation criteria and other considerations within 15 calendar days of EPA’s final decision on selections for this competition.

EPA anticipates notification to successful applicants will be made via telephone, email, or postal mail by **the first calendar quarter in 2022**. The notification will be sent to the Project Director and Chief Executive/ Highest Ranking Elected Official listed in the Narrative Information Sheet. This notification, which informs the applicant that its application is selected and is being recommended for award, is not an authorization to begin work. The official notification of an award will be made by the Regional Grants Management Official for regional awards. Applicants are cautioned that only an EPA grants officer is authorized to bind the Government to the expenditure of funds; selection does not guarantee an award will be made. For example, statutory authorization, funding, or other issues discovered during the award process may affect the ability of EPA to make an award to an applicant. The award notice, signed by an EPA grants officer, is the authorizing document and will be provided through electronic or postal mail. The successful applicant may need to prepare and submit additional documents and forms (e.g., a workplan), that must be approved by EPA before the grant can officially be awarded. The time between notification of selection and award of a grant can take up to 90 days or longer.

VI.B. Administrative and National Policy Requirements

Funding will be awarded as a cooperative agreement. The applicants who are selected for award will work with an EPA Project Officer to finalize the required federal application package, the proposed budget, and to negotiate the cooperative agreement workplan. It is EPA's expectation that the selected applicants will complete the award process within six months of the announcement.

Approved cooperative agreements will include terms and conditions that will be binding on the grant recipient. Terms and conditions specify what recipients must do to ensure that grant-related and program-related requirements are met. Applicants also will be required to submit progress reports in accordance with grant regulations found in 2 CFR § 200.329.

A listing and description of general EPA regulations applicable to the award of assistance agreements may be viewed at www.epa.gov/grants.

An applicant that receives an award under this announcement is expected to manage assistance agreement funds efficiently and effectively and make sufficient progress towards completing the project activities described in the workplan in a timely manner. The assistance agreement will include terms and conditions implementing this requirement.

VI.C. Reporting Requirements

During the life of the cooperative agreement, recipients are required to submit progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting period (e.g., quarterly, annually) is set forth in the terms and conditions of the cooperative agreement. These reports shall cover work status, work progress, difficulties encountered, an accounting of financial expenditures, preliminary data results, anticipated activities, and any changes of key personnel involved with the project.

Grant recipients will be required to register and enter output data on the Job Training Reporting Form electronically through EPA's online database called the Assessment, Cleanup, and Redevelopment Exchange System (ACRES). Failure to comply with the reporting requirements may result in an early termination of the grant and a requirement to return grant funds.

At the end of the cooperative agreement, a final project report is required. The final report will summarize accomplishments, expenditures, outcomes, outputs, lessons learned, any other resources leveraged during the project and how they were used.

VI.D. Programmatic Requirements

1. Under the Government Performance and Results Act, EPA reports on the many benefits of its funding. One such measure provides information on the number of individuals placed in full-time employment as a result of the use of grant funds. As many of these activities occur beyond the grant period, please note that EPA may contact you after the grant period

of performance to collect this information. Reasonable efforts must be made to report this information to EPA.

2. Grant recipients will be required to have in place a system for tracking graduates of their program for a minimum of one year following the close of the grant. Grant recipients are anticipated to have completed the training components of their projects by the end of the second year of their award and it is anticipated that the third year of the grant will be devoted to placement, tracking, and reporting. Any placements that take place following the close of the grant and final expenditure of grant funds must be reported to the EPA Project Officer and recorded in the Job Training Reporting Form and ACRES – EPA’s on-line reporting database -- with the “quarterly report” described above. Failure to do so may affect an applicant’s ability receive future Brownfields Job Training Grant funding.
3. All recipients who are awarded funding under this solicitation must meet sufficient progress requirements as referenced in the grant terms and conditions. The term “sufficient progress” means the recipient, within the first year of receiving the grant award: established a training program and began marketing the program; hired all key personnel and procured a contractor (if applicable); and completed the first round of training.

VI.E. Disputes

Assistance agreement competition-related disputes will be resolved in accordance with the dispute resolution procedures published in 70 FR (Federal Register) 3629, 3630 (January 26, 2005) which can be found at [Grant Competition Dispute Resolution Procedures](#) website. Copies of these procedures may also be requested by contacting the Regional Job Training Coordinator listed in [Section VII](#) of this announcement. Please note that the FR notice references regulations at 40 CFR Parts 30 and 31 that have been superseded by regulations in 2 CFR parts 200 and 1500. Notwithstanding the regulatory changes, the procedures for competition-related disputes remains unchanged from the procedures described at 70 FR 3629, 3630, as indicated in 2 CFR Part 1500, Subpart E.

VI.F. Additional Provisions for Applicants Incorporated into the Solicitation

Additional provisions that apply to this solicitation and/or awards made under this solicitation, including but not limited to those related to DUNS, SAM, copyrights, disputes, procurement contracts, subawards and administrative capability, can be found at [EPA Solicitation Clauses](#). These, and the other provisions in [EPA’s Solicitation Clauses](#) are important, and applicants must review them when preparing applications for this solicitation. If you are unable to access these provisions electronically at the website above, please contact the Regional Job Training Coordinator listed in [Section VII](#) to obtain the provisions.

SECTION VII - AGENCY CONTACTS

EPA Headquarters Contact: Channing Shepherd; 1200 Pennsylvania Ave. N.W.; Mail Code: 5105T; Washington, D.C. 20460. Phone: (202) 566-1238. E-mail: shepherd.channing@epa.gov.

EPA Regional Job Training Coordinators

Regions and States		Address, Phone Number, and Email Address
EPA Region 1 William “Bill” Lariviere	CT, ME, MA, NH, RI, VT	5 Post Office Square Suite 100, Mail Code OSRR-07-3 Boston, MA 02109-3912 Phone: (617) 918-1231 e-mail: lariviere.william@epa.gov
EPA Region 2 Schenine Mitchell	NJ, NY, PR, VI	290 Broadway, 18th Floor New York, NY 10007 Phone: (212) 637-3283 e-mail: mitchell.schenine@epa.gov
EPA Region 3 Gianna Rosati	DE, DC, MD, PA, VA, WV	1650 Arch Street (3HS51) Philadelphia, PA 19103-2029 Phone: (215) 814-3406 e-mail: rosati.gianna@epa.gov
EPA Region 4 Olga Perry	AL, FL, GA, KY, MS, NC, SC, TN	61 Forsyth Street (SNFC, EPA Mail Room) Atlanta, GA 30303 Phone: (404) 562-8534 e-mail: perry.olga@epa.gov
EPA Region 5 Linda Morgan	IL, IN, MI, MN, OH, WI	77 West Jackson Boulevard (SE-4J) Chicago, IL 60604-3507 Phone: (312) 886-4747 e-mail: morgan.linda@epa.gov
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EPA Region 7 Alma Moreno Lahm	IA, KS, MO, NE	EPA Region 7 Land, Chemical and Redevelopment Division 11201 Renner Boulevard Lenexa, KS 66219 Phone: (913) 551-7380 e-mail: moreno-lahm.alma@epa.gov
EPA Region 8 Christina Wilson	CO, MT, ND, SD, UT, WY	1595 Wynkoop Street (EPR-B) Denver, CO 80202-1129 Phone: (303) 312-6706 e-mail: wilson.christina@epa.gov

EPA Region 9 Nova Blazej	AZ, CA, HI, NV, AS, GU	75 Hawthorne Street (SFD 6-1) San Francisco, CA 94105 Phone: (415) 972-3846 e-mail: blazej.nova@epa.gov
EPA Region 9 Noemi Emeric-Ford		USEPA Southern California Field Office 600 Wilshire Blvd.; Mail Code: SFD-6-1 Los Angeles, CA 90017 Phone: (213) 244-1821 e-mail: emeric-ford.noemi@epa.gov
EPA Region 10 Angel Ip	AK, ID, OR, WA	1200 6 th Avenue, Suite 900 (ECL-112) Seattle, WA 98101 Phone: (206) 553-1673 e-mail: ip.angel@epa.gov

Appendix 1

Prohibitions on Use of Funds

Funds awarded under this competitive opportunity are intended for Brownfields Job Training Grant activities and may not be used for:

1. A penalty or fine;
2. Federal cost-share requirement (for example, a cost share required by other federal funds);
3. A response cost at a brownfield site for which the recipient of the grant or loan is potentially liable under CERCLA Section 107;
4. A cost of compliance with any federal law, excluding the cost of compliance with laws applicable to environmental cleanup; or
5. The payment of administrative costs in excess of 5 percent of total grant funding. In implementing the administrative cost restriction, EPA has made a distinction between prohibited administrative costs and eligible programmatic costs.

A. Administrative Costs. Under CERCLA § 104(k)(5)(B), Cooperative Agreement Recipients (CARs) and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. As required by 2 CFR § 200.403(d) and 200.412, the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories. Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - ii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iii. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - iv. Financial reporting under 2 CFR § 200.327;
 - v. Non-federal audits required under 2 CFR Part 200, Subpart F; and
- b. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

B. Programmatic Costs. The EPA has determined that the administrative cost limitation does not apply to “programmatic” costs, (i.e., costs for activities that are integral to achieving the purpose of the grant), even if the Agency considered the costs to be “administrative” under the prior Brownfields Program.

- i. The limitation does not apply to direct costs of training. For example, costs for instructor salaries, program management salaries (to the extent that such costs are included in the scope of work for Brownfields Job Training grants), materials (e.g. textbooks, equipment, and classroom supplies), necessary travel and transportation expenses, and medical tests required to qualify for hazardous substances related work are programmatic, not administrative.
- ii. Costs for performance reporting required under 2 CFR Parts 200 and 1500 and the terms and conditions of this agreement are eligible programmatic costs as long as these costs are not included in the CAR’s indirect cost pool.
- iii. Clerical costs may be eligible as programmatic costs if supported by time records demonstrating that clerical personnel performed programmatic functions (e.g., student registration, copying course materials for use by trainees) under the cooperative agreement and these costs are not included in the CAR’s indirect cost pool.

If your organization intends to provide non-competitive subawards to nonprofit or governmental organizations, you should discuss the process you will follow with your grant Project Officer to ensure that these agreements meet the standards for financial assistance described in EPA’s Subaward Policy.

For further information on these prohibitions, contact your EPA Regional Job Training Coordinator listed in [Section VII](#).

Appendix 2

Grants.gov Application Submission Instructions

A. Requirement to Submit Through Grants.gov and Limited Exception Procedures

Applicants must apply electronically through [Grants.gov](https://www.grants.gov) under this funding opportunity based on the grants.gov instructions in this announcement. If your organization has no access to the internet or access is very limited, you may request an exception for the remainder of this calendar year by following the procedures outlined [here](#). Please note that your request must be received at least 15 calendar days before the application due date to allow enough time to negotiate alternative submission methods. Issues with submissions with respect to this opportunity only are addressed in section *c. Technical Issues with Submission* below.

B. Submission Instructions

The electronic submission of your application must be made by an official representative of your institution who is registered with Grants.gov and is authorized to sign applications for Federal assistance. For more information on the registration requirements that must be completed in order to submit an application through grants.gov, go to [Grants.gov](https://www.grants.gov) and click on "Applicants" on the top of the page and then go to the "Get Registered" link on the page. If your organization is not currently registered with Grants.gov, please encourage your office to designate an Authorized Organization Representative (AOR) and ask that individual to begin the registration process as soon as possible. Please note that the registration process also requires that your organization have a DUNS number and a current registration with the System for Award Management (SAM) and the process of obtaining both could take a month or more. Applicants must ensure that all registration requirements are met in order to apply for this opportunity through grants.gov and should ensure that all such requirements have been met well in advance of the submission deadline. Registration on Grants.gov, SAM.gov, and DUNS number assignment is FREE. Please see [RAIN-2021-G01](#) for information about EPA's implementation of the upcoming Government-wide transition from DUNS to Unique Entity Identifier (UEI).

Applicants need to ensure that the AOR who submits the application through Grants.gov and whose DUNS is listed on the application is an AOR for the applicant listed on the application. Additionally, the DUNS listed on the application must be registered to the applicant organization's SAM account. If not, the application may be deemed ineligible.

To begin the application process under this grant announcement, go to [Grants.gov](https://www.grants.gov) and click on "Applicants" on the top of the page and then "Apply for Grants" from the dropdown menu and then follow the instructions accordingly. Please note: To apply through Grants.gov, you must use Adobe Reader software and download the compatible Adobe Reader version. For more information about Adobe Reader, to verify compatibility, or to download the free software, please visit [Adobe Reader Compatibility Information on Grants.gov](#)

You may also be able to access the application package for this announcement by searching for the opportunity on [Grants.gov](https://www.grants.gov). Go to [Grants.gov](https://www.grants.gov) and then click on "Search Grants" at the top of the page and enter the Funding Opportunity Number, **EPA-OLEM-OBLR-21-03**, or the CFDA number that applies to the announcement (CFDA **66. 815**), in the appropriate field and click the Search button.

Please Note: All applications must be submitted through [Grants.gov](https://www.grants.gov) using the "Workspace" feature. Information on the Workspace feature can be found at the [Grants.gov Workspace Overview Page](#).

Application Submission Deadline: Your organization's AOR must submit your complete application package electronically to EPA through [Grants.gov](https://www.grants.gov) no later than **OCTOBER 5, 2021** at 11:59 PM ET. Please allow for enough time to successfully submit your application and allow for unexpected errors that may require you to resubmit.

Please submit *all* of the application materials described below using the Grants.gov application package accessed using the instructions above.

Application Materials

The following forms and documents are required under this announcement:

Mandatory Documents:

1. Application for Federal Assistance (SF-424)
2. Budget Information for Non-Construction Programs (SF-424A)
3. EPA Key Contacts Form 5700-54
4. EPA Form 4700-4 Preaward Compliance Review Report
5. Narrative Information Sheet and Narrative. See [Section IV.C.](#) for details on the content of the Narrative Information Sheet and Narrative, and the associated page limits – use Project Narrative Attachment form to submit the documents as one file.
6. Required Attachments. See [Section IV.C.](#) of this announcement – use Project Narrative Attachment form to submit documents as one file.

Note: A workplan is not required under this announcement. Applicants that are selected for funding will negotiate the workplan with EPA before the cooperative agreement is awarded.

After signing and successfully submitting the application package, within 24 to 48 hours the AOR should receive notification emails from www.grants.gov with the following subject lines:

1. GRANT##### Grants.gov Submission Receipt

2. GRANT##### Grants.gov Submission Validation Receipt for Application

If the AOR did not receive either notification emails listed above, contact the www.grants.gov Help Desk at 1-800-518-4726. The Help Desk is open 24/7 (except federal holidays).

After the application package is retrieved out of the www.grants.gov system by EPA, the AOR should receive the following notification emails from www.grants.gov:

3. GRANT##### Grants.gov Grantor Agency Retrieval Receipt for Application

4. GRANT##### Grants.gov Agency Tracking Number Assignment for Application

Applications submitted through grants.gov will be time and date stamped electronically. If you have not received a confirmation of receipt from EPA (not from grants.gov) within 30 days of the application deadline, please contact Channing Shepherd at shepherd.channing@epa.gov. Failure to do so may result in your application not being reviewed.

C. Technical Issues with Submission

1. Once the application package has been completed, the "Submit" button should be enabled. If the "Submit" button is not active, please call Grants.gov for assistance at 1-800-518-4726. Applicants who are outside the U.S. at the time of submittal and are not able to access the toll-free number may reach a Grants.gov representative by calling 606-545-5035. Applicants should save the completed application package with two different file names before providing it to the AOR to avoid having to re-create the package should submission problems be experienced or a revised application needs to be submitted.
2. Submitting the application. The application package must be transferred to Grants.gov by an AOR. The AOR should close all other software before attempting to submit the application package. Click the "submit" button of the application package. Your Internet browser will launch and a sign-in page will appear. **Note: Minor problems are not uncommon with transfers to Grants.gov. It is essential to allow sufficient time to ensure that your application is submitted to Grants.gov BEFORE the due date identified in Section I of the solicitation.** The Grants.gov support desk operates 24 hours a day, seven days a week, except Federal Holidays.

A successful transfer will end with an on-screen acknowledgement. For documentation purposes, print or screen capture this acknowledgement. If a submission problem occurs, reboot the computer turning the power off may be necessary and re-attempt the submission. Note: Grants.gov issues a "case number" upon a request for assistance.

3. Transmission Difficulties. If transmission difficulties that result in a late transmission, no transmission, or rejection of the transmitted application are experienced, and following the above instructions do not resolve the problem so that the application is submitted to [Grants.gov](https://www.grants.gov) by the deadline date and time, follow the guidance below. The Agency will make a decision concerning acceptance of each late submission on a case-by-case basis. All emails, as described below, are to be sent to Channing Shepherd at shepherd.channing@epa.gov with the FON in the subject line. If you are unable to email, contact Channing Shepherd at (202) 566-1238. Be aware that EPA will only consider accepting applications that were unable to transmit due to [Grants.gov](https://www.grants.gov) or relevant <https://www.sam.gov/SAM/> system issues or for unforeseen exigent circumstances, such as extreme weather interfering with internet access. Failure of an applicant to submit timely because they did not properly or timely register in SAM.gov or Grants.gov is not an acceptable reason to justify acceptance of a late submittal.

If you are experiencing problems resulting in an inability to upload the application to Grants.gov, it is essential to call [Grants.gov](https://www.grants.gov) for assistance at 1-800-518-4726 before the application deadline. Applicants who are outside the U.S. at the time of submittal and are not able to access the toll-free number may reach a Grants.gov representative by calling 606-545-5035. Be sure to obtain a case number from Grants.gov. If the problems stem from unforeseen exigent circumstances unrelated to Grants.gov, such as extreme weather interfering with internet access, contact Channing Shepherd at (202) 566-1238.

4. Unsuccessful transfer of the application package: If a successful transfer of the application cannot be accomplished even with assistance from Grants.gov due to electronic submission

system issues or unforeseen exigent circumstances, and you have already attempted to resolve the issue by contacting Grants.gov, send an email message to shepherd.channing@epa.gov prior to the application deadline. The email message must document the problem and include the Grants.gov case number as well as the entire application in PDF format as an attachment.

5. Grants.gov rejection of the application package: If a notification is received from Grants.gov stating that the application has been rejected for reasons other than late submittal and it is too late to reapply, promptly send an email to Channing Shepherd with the FON in the subject line within one business day of the closing date of this solicitation. The email should include any materials provided by Grants.gov and attach the entire application in PDF format.

Please note that successful submission through Grants.gov or via email does not necessarily mean your application is eligible for award.

Appendix 3 – Sample Other Factors Checklist Form

Applicants may use this Sample Other Factors Checklist Form as part of their application to identify which of the Other Factors they fall into.

Please identify with an **X** any of the items below which may apply to your proposed Brownfields Job Training Grant project area as described in your application. Also, provide the page number and where the information is located within your application on how you meet the factor on the line provided next to each factor. EPA may verify these disclosures and supporting information prior to selection and may consider this information during the evaluation process.

- ☐ Fair distribution of funds between urban and non-urban areas, including an equitable distribution of funds to “micro” communities (those communities with populations of 10,000 or less). Provide your total population count below.

- ☐ Fair distribution of funds between new applicants and previous job training grant recipients; (“New” applicants are defined as organizations that have not received EPA Brownfields Job Training grant funding since 2012) Indicate whether you have ever received EPA Brownfields Job Training or EWDJT grant funding before, and if so, in what year(s) did you receive funding?

- ☐ Whether the applicant is a federally recognized Indian Tribe or United States Territory, or is an organization that will primarily serve tribal or territorial residents.

- ☐ Applications that seek to serve veterans.

- ☐ whether the target area(s) is located within a community in which a coal-fired power plant has recently closed (2011 or later) or is closing.

One rdg. X
P. Hrngs.
Pgs. 31
Filed: 08-17-21

Sponsored by: Hardinger

First Reading:

Second Reading:

COUNCIL BILL 2021-216

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to apply for and accept an Airport
2 Rescue Grant from the United States Department of Transportation,
3 Federal Aviation Administration, as part of the American Rescue Plan
4 Act, to the City, by and through the Springfield-Branson National
5 Airport Board in the amount of \$6,548,006, for the purpose of
6 providing funds for the Springfield-Branson National Airport Board to
7 prevent, prepare for, and respond to the coronavirus pandemic;
8 amending the budget of the Airport Board for Fiscal Year 2021-2022
9 in the amount of \$6,548,006; and declaring that this bill qualifies for
10 approval in one reading.
11
12

13 WHEREAS, the City, by and through the Springfield-Branson National Airport
14 Board (the "Airport Board"), has received approval from the United States Department
15 of Transportation, Federal Aviation Administration for \$6,548,006, in grant relief as part
16 of the American Rescue Plan Act, on a grant application made by the Airport Board; and
17

18 WHEREAS, this amendment to the budget for the City of Springfield, Missouri for
19 the Fiscal Year 2021-2022 has been approved and recommended by the City Manager
20 of Springfield; and
21

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

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

29 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
30 apply for and accept grant funds from the United States Department of Transportation,
31 Federal Aviation Administration, in the amount of \$6,548,006, in grant relief as part of
32 American Rescue Plan Act, and to execute the agreements between the City and the

United States Department of Transportation, Federal Aviation Administration, said agreements to be substantially in form and content as those documents attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 – City Council hereby amends the budget for Fiscal Year 2021-2022 of the Springfield-Branson National Airport Board in the accounts and in the amounts as shown on Budget Adjustment No. 012, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit B."

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

Section 4 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent of the total grant sum not to exceed \$6,548,006.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-216

FILED: 08-17-21

ORIGINATING DEPARTMENT: Airport

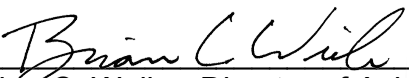
PURPOSE: Authorizing the City Manager, or his designee, to apply for and accept an Airport Rescue Grant from the United States Department of Transportation, Federal Aviation Administration, as part of the American Rescue Plan Act, to the City, by and through the Springfield-Branson National Airport Board in an amount totaling \$6,548,006, for the purpose of providing funds for the Springfield-Branson National Airport Board to prevent, prepare for, and respond to the impacts of the coronavirus pandemic; amending the budget of the Airport Board Fiscal Year 2021-2022 in the amount of \$6,548,006; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The objective of this grant is to assist the airport to endure the economic impact of the coronavirus pandemic. The outcome of the project will result in supplementing debt service and employee salaries during this time.

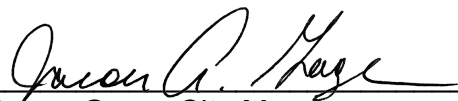
REMARKS: The Airport Board recommends that the City accepts this grant.

Submitted by:

Approved by:



Brian C. Weiler, Director of Aviation



Jason Gage, City Manager



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Airport Rescue Grant Transmittal Letter

August 3, 2021

Mr. Brian Weiler
2300 N Airport Blvd
Suite 100
Springfield, MO 65802

Dear Mr. Weiler:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-29-0077-063-2021 for Springfield-Branson Ntl Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 25, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

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

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

By accepting this grant, you agree to continue to employ, through September 30, 2021, at least 90 percent of the number of individuals employed by the airport as of March 27, 2020. In accordance with the employee retention grant assurance, you will provide an employee retention report to CARESAirports@faa.gov no later than July 15, 2021, and October 15, 2021. This report should include the number of employees as of March 27, 2020, and June 30, 2021, and September 30, 2021.

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

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Todd Madison
Missouri State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 3, 2021

Airport/Planning Area Springfield-Branson Ntl Airport

Airport Rescue Grant No. 3-29-0077-063-2021

Unique Entity Identifier 024706756

TO: City of Springfield

(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 1, 2021, for a grant of Federal funds at or associated with the Springfield-Branson Ntl Airport, which is included as part of this Airport Rescue Grant Agreement;

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

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

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Springfield-Branson Ntl incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$6,548,006, allocated as follows:
 - \$6,548,006 ARPA KV2021
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 25, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

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

18. Ban on Texting While Driving.

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

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Employee Retention.** City of Springfield, owner and operator of Springfield-Branson Ntl, as a Small hub airport, agrees to continue to employ, through September 30, 2021 at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The ARP Act extends reporting requirements through September 30, 2021. On or before July 15, 2021, and October 15, 2021, the Sponsor will report to the FAA the number of employees as of June 30, 2021, and September 30, 2021, respectively.
 22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated August 3, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim Johnson

(Typed Name)

Director

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Springfield

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

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

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

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Good Title.

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

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

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

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

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

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

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

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

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

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

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

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

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

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

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

e. **Required Contract Provisions.**

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

21. Foreign Market Restrictions.

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

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 1, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

Application for Federal Assistance SF-424		
*1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		*2. Type of Application * If Revision, select appropriate letter(s): ☒ New ☐ Continuation *Other (Specify) _____ ☐ Revision
*3. Date Received: NA		4. Applicant Identifier: SGF (Springfield-Branson National) Springfield, MO
*5a. Federal Entity Identifier: 29-0077		*5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: City of Springfield		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 44-6000268		*c. Organizational DUNS: 02-470-6756
d. Address:		
*Street 1: 2300 N Airport Blvd. Suite 100 _____ Street 2: _____ *City: Springfield _____ County/Parish: _____ *State: MO _____ Province: _____ *Country: USA: United States _____ *Zip / Postal Code 65802 _____		
e. Organizational Unit:		
Department Name:		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr. _____ *First Name: Brian _____ Middle Name: _____ *Last Name: Weiler _____ Suffix: , AAE _____ Title: Director of Aviation Organizational Affiliation: *Telephone Number: (417) 868-0500 Fax Number: *Email: bweiler@flyspringfield.com		

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

\$6,548,006 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 7	*b. Program/Project: 7
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: NA	*b. End Date: NA
18. Estimated Funding (\$):	
*a. Federal	\$6,548,006
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$6,548,006
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.	
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☒ c. Program is not covered by E. O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes", provide explanation and attach _____	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	*First Name: Brian
Middle Name: _____	
*Last Name: Weiler	
Suffix: AAE	
*Title: Director of Aviation	
*Telephone Number: (417) 868-0500	Fax Number: _____
* Email: bweiler@flyspringfield.com	
*Signature of Authorized Representative: <i>Brian C. Weiler</i>	*Date Signed: 07/01/2021

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
012

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51010	01	46010	416010			\$ 3,548,006	FAA Airport Rescue Grant
51140	01	46010	416010			3,000,000	FAA Airport Rescue Grant
Net Revenue Adjustment						\$ 6,548,006	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51010	01	46010	500100			\$ 3,548,006	Airport salaries
51140	01	46010	509320			3,000,000	Principal and interest payment on terminal debt
Net Expenditure Adjustment						\$ 6,548,006	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating Federal Aviation Administration grant funds for allowable operating expenses. The airport is using the Airport Rescue Grant funding to pay for airport salaries, debt service and applicable operating expenses.

Requested By:

Brian C. White 08/18/21
Department Head Date

Approved By:

DL Holt 08/18/21
Director of Finance Date

Authorization:

City Manager Date

Council Bill No. 2021-216
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. X
P. Hrngs.
Pgs. 20
Filed: 08-17-21

Sponsored by: Simpson

First Reading:

Second Reading:

COUNCIL BILL 2021-217

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Grant Agreement
2 Under the Fiscal Year 2019 BUILD Transportation Grants Program
3 with the United States Department of Transportation and the Missouri
4 Department of Transportation for the purpose of funding the Grant
5 Avenue Parkway project; and declaring that this bill qualifies for
6 approval in one reading.
7 _____
8

9 WHEREAS, the Grant Avenue Parkway project (the "Project") will create an off-
10 street pedestrian and bicycle pathway along Grant Avenue between Sunshine Street
11 and College Street as well as a bicycle route through downtown; and
12

13 WHEREAS, the Project will connect downtown Springfield with the Wonders of
14 Wildlife National Museum and Aquarium and will further connect parks and recreation
15 amenities, neighborhoods, schools, and fill a vital gap in the Ozark Greenways trail
16 network; and
17

18 WHEREAS, the Better Utilizing Investments to Leverage Development ("BUILD")
19 2019 Program Agreement allows for federal reimbursement of up to \$20,960,822, for
20 the design, project management, right-of-way acquisition and construction costs
21 associated with the Project; and
22

23 WHEREAS, the estimated cost to the City is a minimum of \$5,240,206, of which
24 \$4,240,206, will be funded from the 1/8-cent Transportation Sales Tax and the 1/4-cent
25 Capital Improvements Sales Tax and is already budgeted, and \$1,000,000, will be
26 funded by City Utilities and is not yet budgeted; and
27

28 WHEREAS, Special Ordinance 27499 approved the agreement between the City
29 and the Missouri Highways and Transportation Commission allowing the state to
30 reimburse the City for this project and adjusted the budget of the Department of Public
31 Works accordingly.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
34 SPRINGFIELD, MISSOURI, as follows, that:
35

36 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
37 a Grant Agreement Under the Fiscal Year 2019 BUILD Transportation Grants Program
38 with the United State Department of Transportation and the Missouri Department of
39 Transportation, said agreement to be in substantially the same form as “Exhibit A,”
40 which is attached hereto and incorporated herein by reference, and to do those things
41 necessary to carry out the intent of the Grant Agreement.
42

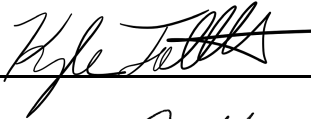
43 Section 2 – City Council hereby finds and declares that this Ordinance authorizes
44 entering contracts with a state or federal government agency for the purpose of
45 receiving grant monies from the same and may be passed as a one-reading ordinance
46 pursuant to City Charter Section 2.16(25). Therefore, this Ordinance shall be in full force
47 and effect from and after passage.
48

49 Passed at meeting: _____
50
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59 _____
60 Approved as to form:  _____, Assistant City Attorney
61

62 _____
63 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-217

FILED: 08-17-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Grant Agreement Under the Fiscal Year 2019 BUILD Transportation Grants Program (“Exhibit A”) with the United States Department of Transportation (“USDOT”) and the Missouri Department of Transportation (“MoDOT”), for the purpose of funding the Grant Avenue Parkway project and declaring that this ordinance qualifies as a one-reading bill.

BACKGROUND INFORMATION: The Grant Avenue Parkway will create an off-street pedestrian and bicycle pathway along Grant Avenue between Sunshine Street and College Street as well as a bicycle route through downtown. The Parkway route will connect downtown Springfield with the Wonders of Wildlife National Museum and Aquarium and will further connect parks and recreation amenities, neighborhoods, schools, and fill a vital gap in the Ozark Greenways trail network. The project will include bike and pedestrian-friendly facilities, various traffic-calming improvements, bridge enhancements, utility upgrades, fiber connectivity, and additional crossing and intersection improvements.

This agreement allows MoDOT to receive the \$20,960,822, federal BUILD Grant for the design, project management, right-of-way acquisition and construction costs associated with the Grant Avenue Parkway project and being performed by the City. Special Ordinance 27499 approved the agreement between the City and MoDOT allowing MoDOT to reimburse the City for said work.

Supports the following City Council Priorities:

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

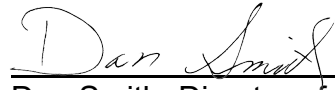
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



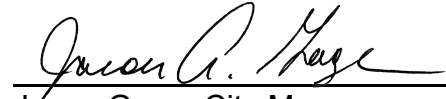
Martin Gugel, Assistant Director of Public Works

Recommended by:

A handwritten signature in cursive script that reads "Dan Smith".

Dan Smith, Director of Public Works

Approved by:

A handwritten signature in cursive script that reads "Jason A. Gage".

Jason Gage, City Manager

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2019 BUILD TRANSPORTATION GRANTS PROGRAM**

This agreement is between the United States Department of Transportation (the “**USDOT**”), Missouri Department of Transportation (MoDOT) (the “**Recipient**”), and the City of Springfield (the “**First-Tier Subrecipient**”).

This agreement reflects the selection of the First-Tier Subrecipient to receive a BUILD Grant for the Grant Avenue Connect Parkway Project.

The parties want the First-Tier Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

**Article 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2019 BUILD Transportation Grants Program: FHWA Projects,” dated December 17, 2019, which is available at <http://go.usa.gov/xpuYy>. Articles 8 – 24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2

APPLICATION, PROJECT, AND AWARD

- 2.1 Application.** The application for funding was dated July 15, 2019, and titled “Grant Avenue Connect Parkway.” It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.
- 2.2 Project.** In this agreement, the “**Project**” means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.

2.3 Federal Award and Federal Obligation.

The USDOT hereby awards a BUILD Grant to the Recipient in the amount of \$20,960,822 and obligates that amount for the budget period.

2.4 Award Dates.

Budget Period End Date: July 1, 2026

Period of Performance End Date: July 1, 2026

Estimated Closeout Date: July 1, 2027

- 2.5 Urban or Rural Designation.** The USDOT hereby designates this to be an award to a project in an urban area.
- 2.6 Federal Award Identification Number.** The Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS

Article 3

SUMMARY PROJECT INFORMATION

3.1 Summary of Project’s Statement of Work. (See Attachment A for additional details).

The project will reconstruct approximately 3.3 miles of a multi-use bicycle and pedestrian path on Grant Avenue starting in Downtown Springfield, ending at Sunshine Street, including advisory bike lanes, a roundabout, two raised intersections, three protected intersections, a grade-separated crossing at Fassnight Creek, bridge enhancement, utility upgrades, fiber connectivity, and additional crossing and signal timing improvements.

3.2 Project's Estimated Schedule.

Milestone	Schedule Date
Actual PE Start Date	4/13/2020
Actual RFP Approval Date:	6/1/2021
Planned NEPA Completion Date	8/20/2021
Planned Start of Design/Build Project Date:	10/1/2021
Planned Construction Substantial Completion and Open to Traffic Date:	1/1/2026

3.3 Project's Estimated Budget. (See Attachment B for additional details).

Eligible Project Costs	
BUILD Grant Amount:	\$20,960,822
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds ¹ :	\$10,564,178
Other Funds:	0
Total Eligible Project Cost:	\$31,525,000

¹ Local Funds will be provided by the City of Springfield's 1/8-Cent Transportation Sales Tax, the City's 1/4-Cent Capital Improvements Sales Tax, and a contribution from Springfield City Utilities.

Article 4 CRITICAL MILESTONE DEADLINES

4.1 Critical Milestone Deadlines.

Milestone	Deadline Date
The Recipient converts the FY 2019 BUILD funds within the timeframe set forth in Article 7.4 in this agreement	In accordance with 7.4

Milestone	Deadline Date
USDOT receives first reimbursement request	9/13/2021
Construction substantially completed and project opens to traffic	1/1/2026

Article 5 PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: 025280335

5.2 Recipient Contact(s).

Julie Stotlemeyer
Assistant State Design Engineer
Missouri Department of Transportation
105 West Capitol Avenue, P.O. Box 270
Jefferson City, MO 65102
573-526-6997
julie.stotlemeyer@modot.mo.gov

Leree Reese
Professional Engineer
City of Springfield
840 Boonville
Springfield, MO 65802
417-864-2069
lreese@springfieldmo.gov

5.3 Recipient Key Personnel.

None. The parties have not identified any individuals as key personnel for this award.

5.4 USDOT Project Contact(s).

Charles Pursley
Transportation Engineer
Federal Highway Administration
3220 West Edgewood
Suite H
Jefferson City, MO 65109

573-638-2611
charles.pursley@dot.gov

Article 6

USDOT ADMINISTRATIVE INFORMATION

6.1 Payment System.

USDOT Payment System: FMIS

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

Article 7

SPECIAL GRANT TERMS

7.1 Subaward to First-Tier Subrecipient.

- (a) The Recipient hereby awards a subaward to the First-Tier Subrecipient for the purpose described in section 8.1.
- (b) The Recipient and the First-Tier Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the First-Tier Subrecipient.
- (c) For the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

7.2 First-Tier Subrecipient Statements and Responsibilities.

- (a) The First-Tier Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 10.1 and 10.2.
- (b) The First-Tier Subrecipient assumes the Recipient's reporting obligations under articles 14 and 15.

7.3 State Oversight Responsibilities. For the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

7.4 Advance Construction (23 U.S.C. § 115). Within 30 business days after the date of final execution of this Agreement, the Recipient and State Department of Transportation must request the FHWA State Division Office to convert the FY 2019 BUILD funds authorized to proceed under the Advance Construction provisions of 23 U.S.C. § 115 for

the Base Phase activities in the amount of \$2,103,000. The Division Office will then obligate the FY 2019 BUILD funds per a modified project agreement.

- 7.5 **Railroad Agreement.** As a condition of this project, the Recipient will have a written standard railroad coordination agreement with Burlington Northern Santa Fe Railroad (RR) for work and operation within the RR right-of-way no later than August 1, 2022.

ATTACHMENT A STATEMENT OF WORK

The project will reconstruct approximately 3.3 miles of a multi-use bicycle and pedestrian path on Grant Avenue starting in Downtown Springfield, ending at Sunshine Street, including advisory bike lanes, a roundabout, two raised intersections, three protected intersections, a grade-separated crossing at Fassnight Creek, bridge enhancement, utility upgrades, fiber connectivity, and additional crossing and signal timing improvements.

Preliminary Engineering - project management, Design-Build contract development, completion of NEPA documentation, preliminary design activities, coordination of utility relocations. Will be completed by the recipient and their consultant representative.

Design Build Contract – design of the improvements, right of way acquisition, utility relocations and construction will be included in the Design Build contract and administered as listed below.

- Preliminary Engineering – the design of the improvements to be constructed will be completed by the design-build team.
- Right of Way Acquisition – Right-of-way plans, right-of-way documents, appraisals, acquisition. Will be completed by the owner’s representative in coordination with the design-build team.
- Utility Relocations – Burying the electric and relocating other utilities for the improvements. Design will be completed by the utility companies and construction will be completed by the design-build team in conjunction with the utility owners.
- Construction – multi-use bicycle and pedestrian path including advisory bike lanes, a roundabout, two raised intersections, three protected intersections, a grade-separated crossing at Fassnight Creek, bridge enhancement, utility upgrades, fiber connectivity, additional crossing and signal timing improvements, outdoor incubator, and creek daylighting. Will be completed by the design-build team.

ATTACHMENT B
ESTIMATED PROJECT BUDGET

1. Supplementary Fund Source Table(s)

	Preliminary Engineering Eligible Costs	Design Build Contract Eligible Costs
BUILD Funds:	\$1,197,000.00	\$19,763,822.00
Local Funds:	\$603,000.00	\$9,961,178.00
Total:	\$1,800,000.00	\$29,725,000.00

2. Cost Classification Table

Cost Classification	Total Costs	Non-BUILD Previously Incurred Costs	Eligible Costs
Administrative expenses, legal expenses, and project inspection fees	\$25,000		\$25,000
Land, structures, rights-of-way, appraisals, relocation expenses, etc.	\$4,000,000		\$4,000,000
Architectural and engineering fees	\$2,500,000		\$2,500,000
Construction	\$15,000,000		\$15,000,000
Utility Relocation	\$10,000,000		\$10,000,000
Project Total	\$31,525,000	\$0	\$31,525,000

ATTACHMENT C
PERFORMANCE MEASUREMENT TABLE

Study Area: Grant Avenue from Sunshine Street to College Street in Springfield, Missouri.

Pre-project Measurement Date: 9/1/2021

Pre-project Report Date: 10/1/2021

Project Outcomes Report Date: 1/1/2030

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Auto Crash Rates by Type/Severity	Safety Crash rates will be measured and reported as crashes per 100 million VMT and identified by the following categories: fatal, injury, and property damage-only (PDO) crashes.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Post-construction Performance Measures: Accurate as of January 1, 2027 January 1, 2028 January 1, 2029	Baseline Measurement: Pre-project Report Date Post-construction Performance Measures: For a period of 3 years, beginning March 1, 2027 March 1, 2028 March 1, 2029
Average Daily Traffic (ADT)	Economic Competitiveness The total volume of vehicle traffic on a highway or road segment per day as defined by the project study area.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Post-construction Performance Measures: Accurate as of	Baseline Measurement: Pre-project Report Date Post-construction Performance Measures:

Measure	Description and Category of Measure	Measurement Period	Reporting Period
		January 1, 2027 January 1, 2028 January 1, 2029	For a period of 3 years, beginning March 1, 2027 March 1, 2028 March 1, 2029
Bike and Pedestrian Counts/Trips	Economic Competitiveness Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Post-construction Performance Measures: Accurate as of January 1, 2027 January 1, 2028 January 1, 2029	Baseline Measurement: Pre-project Report Date Post-construction Performance Measures: For a period of 3 years, beginning March 1, 2027 March 1, 2028 March 1, 2029

ATTACHMENT D MATERIAL CHANGES FROM APPLICATION

Scope:

The grant application for the Grant Avenue Connect Parkway identified two improvements that were not intended to be constructed by this BUILD grant project (outdoor incubator and creek daylighting), but these improvements will be accomplished by separate projects. The Grant Avenue Connect Parkway will provide an enhanced connection to these separate improvements.

These two items were removed from the project scope description..

Schedule:

The grant application was submitted with the intent to complete the project with the design-bid-build delivery method. However, after the grant was awarded for this project, it was determined by the City, in coordination with MoDOT, that the design-build project delivery method would provide the best opportunity to meet the BUILD fund obligation deadline of September 30, 2021.

The project schedule provided in the grant application was based on the first project development tasks occurring in October of 2019. However, the grant award did not occur until November of 2019. The City requested that Advanced Construction (AC) authorization be provided for the project in order to ensure that Pre-Construction costs incurred for the project are eligible for reimbursement with BUILD funds. Therefore, project development tasks could not begin until AC was approved.

The City received AC approval on April 13, 2020. Once AC was approved, the City hired an owner's representative to complete tasks to start the NEPA documentation and assist with the design-build procurement process. The owner's representative was selected and started services in August of 2020, resulting in further changes to the application schedule. The project schedule comparison table below shows the comparison between the application milestone dates and the proposed milestone dates included in the grant agreement.

Comparison of Project's Estimated Schedule from Section 3.2 of the Grant Agreement

Schedule in Application		Current Proposed Schedule	
Milestone	Date	Milestone	Date
Planned NEPA Completion Date	11/30/2021	Planned NEPA Completion Date	8/20/2021
Planned Obligation of Funds Date	7/30/2021	PE Begins	4/13/2020
		Actual RFP Approval Date	6/1/2021
Planned Construction Start Date	1/1/2022	Planned Start of Design/Build Project Date	10/1/2021
Planned Construction	12/31/2024	Planned Construction	1/1/2026

Substantial Completion and Open to Traffic Date		Substantial Completion and Open to Traffic Date	
--	--	--	--

In the proposed schedule, the planned NEPA completion date will be moved up to August of 2021 rather than the original proposed date of November of 2021. The City is proposing the new completion date based on FHWA concurrence to downgrade the environmental study from an Environmental Assessment to a Categorical Exclusion.

Budget:

The project budget provided in the grant application was based on a concept design developed with the intent to utilize the design-bid-build project delivery method. The budget provided in the grant application also did not include costs for internal preliminary engineering and project management, right-of-way relocation expenses, all utility relocations, and contingency. These cost estimates have increased the total project cost from \$26,201,028 to \$31,525,000.

Although these additions increase the total project estimate, the selected design-build team will have the opportunity and flexibility to use innovation to provide cost savings. The increase in project cost will be supplied by non-federal funds provided by the City.

Comparison of Project's Estimated Budget from Section 3.3 of the Grant Agreement

Fund Source	Budget in Application		Current Proposed Budget	
	\$	%	\$	%
Total Project Cost	26,201,028	100	31,525,000	100
Non-BUILD Previously Incurred Cost	0	0	0	0
Federal Funds	0	0	0	0
Non-Federal Funds	0	0	0	0
Total Eligible Project Cost	26,201,028	100	31,525,000	100
BUILD Funds	20,960,822	80	20,960,822	66.5
Other Federal Funds	0	0	0	0
Non-Federal Funds	5,240,206	20	10,564,178	33.5

ATTACHMENT E
APPROVED PRE-AWARD COSTS

On March 5, 2020, MoDOT sent a written request to the FHWA Missouri Division for advance construction (23 U.S.C. 115) authorization for preliminary engineering activities. The advance construction request would allow the recipient to conduct preliminary engineering activities which are necessary to maintain the project delivery schedule. MoDOT requested advance construction for \$2,103,000 in BUILD Grant funds.

OST approved MoDOT's request to allow pre-award costs on April 7, 2020. The Division authorized advance construction on April 13, 2020.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

EXECUTION BY MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Executed this _____ day of _____, 2020.

Signature of Recipient's Authorized Representative

Name of Recipient's Authorized Representative

Title

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST:

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

FIRST-TIER SUBRECIPIENT SIGNATURE PAGE

The First-Tier Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

City of Springfield, Missouri

Date

By:

Signature of First-Tier Subrecipient's Authorized Representative

Name

Title

APPROVED AS TO FORM

By:

City Attorney or Assistant City Attorney

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

_____	By: _____
Date	Signature of Recipient's Authorized Representative
	Kevin W. Ward, P.E.

	Name
	Division Administrator

	Title

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 08-17-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-218

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to amend the Sewer Billing
2 Memorandum of Agreement between the City of Springfield and
3 City Utilities which sets forth the sewer billing services and rates
4 provided by City Utilities to the Department of Environmental
5 Services.
6
7 _____

8 WHEREAS, City Utilities has historically billed and collected rates for sanitary
9 sewer service on City Utilities customer utility bills and remits the sewer revenue to the
10 Department of Environmental Services on a monthly basis pursuant to the agreed to
11 Sewer Billing Memorandum of Agreement (City Contract No. 2011-0335) (hereinafter
12 "Agreement"); and
13

14 WHEREAS, pursuant to the Agreement, City Utilities is required to conduct a cost-
15 of-service analysis every five years and amend the billing rate to accurately recover their
16 costs for providing these services; and
17

18 WHEREAS, the Agreement was previously amended in 2016 with Amendment No.
19 1 to the Agreement; and
20

21 WHEREAS, on April 27, 2021, City Utilities provided the Department of
22 Environmental Services with a summary of their cost-of-service analysis ("Exhibit B"),
23 which established a new billing rate of \$1.66 per billed sewer service, and the Agreement
24 must now be amended.
25

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

29 Section 1 – The City Manager, or his designee, is hereby authorized to enter
30 into Amendment No. 2 of the Sewer Billing Memorandum of Agreement with City
31 Utilities, said Agreement to be substantially in form and content as "Exhibit A," attached
32 hereto and incorporated herein by this reference, and to do those things necessary to
33 carry out the intent of the Agreement.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: *John Millington*, Deputy City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-218

FILED: 08-17-21

ORIGINATING DEPARTMENT: Environmental Services

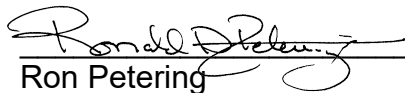
PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to amend the Sewer Billing Memorandum of Agreement between the City of Springfield and City Utilities which sets forth the sewer billing services that will be provided by City Utilities to the Department of Environmental Services and the rate of compensation for such services.

BACKGROUND INFORMATION: City Utilities ("CU") has historically billed customers for sanitary sewer service on CU customer utility bills. CU collects these customer payments and remits the sewer revenue to the Department of Environmental Services on a monthly basis. In 2011, the City entered into a Memorandum of Agreement with City Utilities which set forth the services provided by CU and the cost of those services. This agreement was amended in 2016 based on a cost-of-service analysis, and per the agreement, is scheduled to be amended again in 2021.

Under the current agreement, CU is required to conduct a cost-of-service analysis every five years to determine the cost of providing billing and collection services. CU recently conducted this analysis and notified the City on April 27, 2021, that the new per unit billing rate will be increasing from \$1.52 to \$1.66 per billed sewer service. This equates to a 2.6% compound annual increase since the billing costs were last adjusted in 2016.

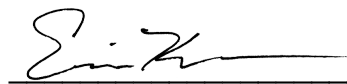
REMARKS: The Department of Environmental Services recommends approval of the proposed amendment.

Submitted by:



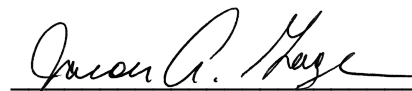
Ron Petering
Assistant Director of Environmental Services

Recommended by:



Errin Kemper
Director of Environmental Services

Approved by:



Jason Gage
City Manager

AMENDMENT NO. 2 TO SEWER BILLING MEMORANDUM OF AGREEMENT

On this _____ day of _____, 2021, The City of Springfield Missouri (hereinafter, "City") and City Utilities of Springfield, Missouri, (hereinafter, "CU") agree to amend the Sewer Billing Memorandum of Agreement (City Contract No. 2011-1335) entered into on or about August 31, 2011 and amended in 2016, as follows:

1. Substitute the following for Paragraph 3.a:

3.a. CU shall prepare a cost-of-service analysis to determine the cost of providing billing and collection services ("Billing Charge"). CU will submit the proposed Billing Charge and supporting documentation to the Director of Environmental Services six months before the anniversary date of this Agreement. The study will be prepared no less often than every five years. Subsequent to this study, but no sooner than six months following submission of a report to the Director of Environmental Services, CU will adjust the Billing Charge to the levels defined in the cost-of-service analysis, after review by City Council. Based on the 2021 Cost of Service Study, the revised Billing Charge will be \$1.66 per billed sewer service per month and per billed sewer installment payment per month.

2. Substitute the following for Paragraph 15:

This Agreement shall be in full force and effect for one year following the execution of this Amendment No. 2 and shall be renewed automatically thereafter on the anniversary date. This Agreement may be terminated by either party at any time by giving to the other party twelve months written notice.

3. All other provisions of the Sewer Billing Memorandum of Agreement shall stay the same.

CITY OF SPRINGFIELD, MISSOURI

CITY UTILITIES OF SPRINGFIELD, MO

By _____
Jason Gage, City Manager

By _____
Gary Gibson, President - CEO

Date _____

Date _____

Approved as to form:

Approved as to form:

Assistant City Attorney

Attorney for City Utilities



April 27, 2021

Mr. Errin Kemper
Director – Department of Environmental Services
City of Springfield
840 Boonville Ave.
Springfield, MO 65802

SUBJECT: Sewer Billing Charge Update

In accordance with the Sewer Billing Memorandum of Agreement entered into between City Utilities ("CU") and the City of Springfield ("City") in 2011, CU shall prepare a cost-of-service analysis to determine the cost of providing billing and collection services for the Department of Environmental Services no less often than every five years. CU is also to notify the Director of Environmental Services no less than six months before adjusting the Sewer Billing Charge. The most recent update of the billing charge went into effect with the Sewer Billing Remittance for the November 2016 revenue month (remitted in December 2016).

In compliance with the 2011 Sewer Billing Agreement and in partnership with the external rate consultant NewGen Strategies and Solutions, CU has prepared a cost-of-service analysis based on audited fiscal year 2019 financials and determined that an increase to the sewer billing charge of approximately 13.8% is required to recover the revenue requirements of providing billing services for the City. The proposed billing charge is \$1.66 per billed sewer service and the cost impact for the City will be approximately \$200,000 per year. The total charges billed to the City in fiscal year 2019 was approximately \$1,446,000 and the total revenue requirement based on the fiscal year 2019 cost-of-service is approximately \$1,647,000. This equates to a 2.6% compound annual increase over the five-year period since the last cost-of-service was completed. This is essentially the result of inflationary cost increases for CU and there are no significant changes in costs to note.

Although it has no impact on the total billing charge to the City, I do want to note one change made in the "per-bill" charge calculation to more accurately align the methodology with the 2011 Sewer Billing Agreement. The prior two billing charges have been calculated and applied using a report that counts total sewer "Bill Headers" each month. It is more appropriate to calculate and apply the billing charge on a report that counts total sewer "Bill Segments", which better reflects a count of "billed sewer services" as referenced in the agreement. Since the rate calculation and monthly remittance calculation will be updated using the same count of Bill Segments, this has no impact on the total billing charge to the City.



The proposed Billing Charge change is scheduled to go into effect with the November 2021 revenue month (remitted in December). Please let me know if you would like any additional information, or if you would like to set up a meeting to discuss the proposed charge.

Sincerely,

A handwritten signature in blue ink that reads "Austin Beshears".

Austin Beshears,
Manager – Rates

c: Gary Gibson
Amy Derdall
Krista Shurtz
Jeff Parkison
Theresa Tracy

One-rdg. _____
P. Hrngs. _____
Pgs. 16 _____
Filed 08-17-21 _____

Sponsored by Romine

First Reading _____

Second Reading _____

COUNCIL BILL 2021-219

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract for the
2 purchase of land generally located at 428 North Jefferson Avenue as
3 part of the Renew Jordan Creek Phase II project and to execute all
4 necessary documents in support thereof. (Staff recommends
5 approval.)
6 _____
7

8 WHEREAS, the City has identified the daylighting of Jordan Creek as promoting
9 Council priorities of Economic Vitality, Quality of Place, Public Safety, and Fiscal
10 Sustainability and Accountability; and
11

12 WHEREAS, the 2021 Capital Improvements Program, as approved by the
13 Planning and Zoning Commission and adopted by Council in Resolution 10549,
14 provides for the acquisition of real property and real property interest for the Renew
15 Jordan Creek Phase II project; and
16

17 WHEREAS, funding for this acquisition is provided by the 1/4-Cent Capital
18 Improvement Sales Tax funds that are already budgeted for this project; and
19

20 WHEREAS, the Planning and Zoning Commission reviewed this matter and
21 approved the request to Acquire Number 537 on August 11, 2021.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
27 a contract, said contract to be substantially in the form and content as that document
28 attached hereto and incorporated herein by this reference as “Exhibit A,” to purchase
29 the property generally located at 428 North Jefferson Avenue as part of the Renew
30 Jordan Creek Phase II project, and to do those things necessary to carry out the terms
31 of the contract and the intent of this Council Bill, including executing all necessary
32 documents, provided the form of the documents are approved by the City Attorney.
33

34 Section 2 – This Ordinance shall be in full force and effect from and after
35 passage.

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: _____, Assistant City Attorney

48
49
50 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-219

FILED: 08-17-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the acquisition of real property located at 428 North Jefferson Avenue (Exhibit 1, Exhibit 2, Exhibit 3).

BACKGROUND INFORMATION: This property is essential for fulfilling the community's vision as part of the Renew Jordan Creek Master Plan for daylighting Jordan Creek and restoring it to a naturalized meandering stream with adjacent open space, esplanade, pedestrian bridges, greenway trails, and other recreational amenities. The future project through this property will expand on the current Renew Jordan Creek Phase I project between Main and Boonville to reduce flooding through downtown, improve water quality and habitat in Jordan Creek, enhance redevelopment, and continue City Council's priority to make Springfield a desirable, competitive, and economically vibrant place to live.

Cost of the acquisition is \$188,669.39 and will be funded from the 1/4-Cent Capital Improvement Sales Tax from funds already budgeted for the Stormwater Program.

Supports the following City Council Priorities:

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

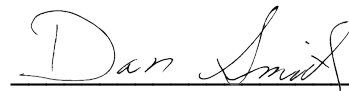
REMARKS: Public Works recommends approval of this Council Bill.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	
CITY		SELLER(S)	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-2057 FAX (417) 864-1907 E-MAIL: PBLEES@SPRINGFIELDMO.GOV ATTN: PAUL BLEES DEPT: PUBLIC WORKS		Name(s): Advocates for a Healthy Community, Inc.	
		Address: 440 E. Tampa St. Springfield, MO 65806	
		Phone: (417) 831-0150, Ext. 1111	Fax:
		Attention: K. Brooks Miller bmiller@jordanvalley.org	
		SSN/Federal Tax ID Number:	

CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES.** This Contract is made by and between the parties identified above, and effective as of the date and time of final acceptance, hereinafter referred to as Effective Date.
2. **PURPOSE.** The City is engaged in carrying out a public works improvement project known as: **Renewal of Jordan Creek Storm Water Improvement Project - Phase 2**, hereinafter referred to as "Project," in an area located in the City; and
3. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by general warranty deed, which shall be free from all liens and encumbrances, except standard easements, restrictions, and other items described on the title commitment waived by Buyer, the real property commonly known as **428 N. Jefferson Avenue** located in Springfield, Greene County, State of Missouri, more particularly described as follows: (See Exhibit 1), together with all attached improvements located on the property, all of which is the "Property" in this Contract.
4. **PURCHASE.** The City agrees to buy and the Seller agrees to sell the Property upon the terms and conditions as follows:
 - a. **Price.** The City agrees to pay the amount of **One Hundred Eighty-Eight Thousand Six Hundred Sixty-Nine and 39/100 Dollars (\$188,669.39)** for the Property, payable in cash or certified check.
 - b. **Contingencies.** This agreement is subject to the following contingencies, and City may elect to declare this agreement null and void prior to the closing without obligation or liability to Seller if:
 - (1) An environmental assessment of the property performed by or on behalf of the City discloses that hazardous substances may have been released on the property, or that the property is otherwise contaminated or environmentally impaired.
 - (2) A survey or inspection of the property discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to City.
 - (3) The project authorizing this improvement has not been approved by the Planning and Zoning Commission of the City of Springfield. At the time of the execution of this contract, the project has been approved as part of the 2021 Capital Improvements Program.
 - (4) The title insurance commitment referred to in paragraph 8 of this agreement shall fail to show merchantable title in Seller or shall contain exceptions unacceptable to City.
 - (5) The City does not have appropriated unencumbered funds necessary to purchase the property.
 - (6) Other Contingencies: None

(7) Any other contingencies not contained in this paragraph 4b, or in the printed terms of this contract, must be specified on an applicable addendum and the date for satisfying such contingencies, if any, shall be the closing date unless otherwise agreed in writing.

5. **SELLER'S REPRESENTATIONS.** Sellers represents to City: (a) That Seller has no knowledge of any underground tanks, toxic or hazardous substances, or dump sites on the property, either at present or in the past; (b) That the property is not subject to any real estate listing agreement, or other agreement providing for any real estate commission; (c) That there have been no unpaid improvements, or any other work performed in connection with the Property that would give rise to the filing of any mechanics' liens against the property; (d) That the Seller has full authority to enter into this agreement and that the Property is not subject to any options, contracts of sale, leases or other rights in favor of any third parties; (e) That there are no legal proceedings pending which involve the Property; and (f) That these representations will continue to be true at the closing, unless Seller has given City notice to the contrary in writing prior thereto.

(A) **SELLER(S)' RELEASE OF CLAIMS.** As additional consideration to pass to the City, and as an inducement to the City of Springfield to purchase the real estate herein in its AS IS and WHERE LOCATED CONDITION (flood prone area), effective upon the closing of the sale transaction, the Seller(s) waive(s), release(s), and discharge(s) the City of Springfield, Missouri, its officials, agents and employees, and Missouri Highway and Transportation Commission, its officials, agents and employees, from any and all demands, suits or claims of liability, whether now known or unknown, for personal or bodily injuries, or for property damage, including any damages or costs incidental thereto, or for any invasion or any taking of any property rights, or for the creation of any nuisance, or for any relocation assistance or any other governmental benefits, arising out of, or related in any way whatsoever to any surface or groundwater flooding of the premises, or any portion thereof, or storm water or sanitary sewer line back-ups or similar incidents occurring at any time whatsoever upon, over, under or adjacent to the property to be conveyed herein, the payment being received by Seller(s) from the City under this agreement being in full and complete satisfaction of such claims and for the real estate conveyed. Nothing contained herein shall be construed as constituting any admission of liability by the City of Springfield, Missouri, its officials, agents or employees and Missouri Highway and Transportation Commission, its officials, agents and employees, with respect to any such occurrences.

6. **ADDITIONAL TERMS AND CONDITIONS.**

- a. Seller(s) to maintain property until closing.
- b. Buyer agrees to demolish the improvements within 182 days of closing and have the property reestablished as green space or parking area until the commencement of the Renewal of Jordan Creek Storm Water Improvement Project - Phase 2.
- c. Seller agrees to disconnect the utilities prior to the scheduled closing to expedite the demolition process.
- d. Closing cost will be paid by the buyer (City).

The following Exhibits as referenced in this Contract, are attached, and incorporated herein at the time of acceptance:

Exhibit 1 – Title Commitment – 2020-3001090

Exhibit 2 – Greene County Assessor's Parcel Map – 88-13-13-319-020

Exhibit 3 – Boundary Survey 10.02.20

7. **CLOSING AND POSSESSION.**

a. The Closing is the delivery of the Seller's general warranty deed (unless another type of deed is mutually agreed to in writing by the parties) for the purchase price paid by the City after all contingencies have been met and all documents have been signed; and shall take place on or before the **1st day of October, 2021**, (the Closing Date), unless otherwise agreed to in writing.

b. The City shall take possession of the Property at the time of closing, at which time the keys to a clean and empty property will be delivered to the City.

c. Seller(s) acknowledge(s) that sales proceeds may not be disbursed until the deed has been recorded.

8. **CLOSING PROCEDURES.** Necessary title information shall be ordered by the City within ten (10) days of the Effective Date at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from the following closing company, which is authorized to insure titles in the State of Missouri: **Burcham's Meridian Title Company, 1334 E. Republic St., Springfield, Missouri 65804.**

The commitment shall show merchantable title in Seller in accordance with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard subdivision restrictions, covenants, declarations, setback lines, and easements and zoning laws of record as of the Effective Date. The City may, at City's expense, obtain a survey (and shall obtain a survey if required by Title Company).

The City shall pay the premium for the title policy. The City may, at City's expense, have the title commitment examined, and if applicable, the City shall provide to Seller in writing any valid objections to title and survey prior to the Closing Date, and Seller shall make reasonable effort to correct the valid objections within **thirty (30) days** of receipt of request to cure, unless otherwise agreed to in writing; and if not corrected, the City may waive the objections and close, or elect to terminate the Contract. At closing, Seller shall deliver the warranty deed,

along with all other documents and funds reasonably necessary to complete the Closing, and the City shall deliver cash or certified funds sufficient to satisfy the City's payment obligations and all other documents necessary to complete the Closing. If a closing fee is charged, the cost will be paid by the City, unless otherwise provided. Recording fees shall be paid by the party for whom the fee is attributable. The Seller will warrant at Closing there are no unpaid bills for improvements within 12 months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. The Seller agrees to furnish all assurances, indemnities deposits or other requirements of the insuring Title Insurance Company in order for the Owner's Title Insurance Policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records. The City agrees that if Seller cannot furnish requirements for this coverage, then the City may elect either to waive this requirement and accept an Owner's Title Insurance Policy without unrecorded mechanic's lien coverage and close or terminate this Contract. Rental deposits held by Seller, if any, shall be credited to the City at closing.

12. REMEDIES UPON DEFAULT.

In General. Seller or City shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default, provided that if the default is the inability of the City to close the purchase because of its lack of appropriated and unencumbered funds, the City may at its option by written notice extend the closing date for a period of not more than sixty (60) days. If this Contract shall not be closed for the fault of Seller, then City may elect to either sue for specific performance of the agreement and any incidental damages arising therefrom, or to be paid liquidated damages of Five Per Cent (5%) of the total sale price from Seller, it being agreed that actual damages of City are difficult, if not impossible, to ascertain.

13. CONFLICTS OF INTEREST. No salaried officer or employee of the City of Springfield, Missouri, and no member of any Board or the City Council of the City shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo Section 105.450 et seq. shall not be violated.

14. PROVISIONS NOT MERGED WITH DEED. No provision of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the City, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

15. NOTICE. All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to City and Seller by one of three different means: Facsimile Transmission (FAX) if both parties have a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the receiving party; or may give notice by any combination of the above methods.

a. The date of notice shall be:

(1) The date upon which notice is hand delivered to the receiving party;

(2) The date of delivery of notice by FAX transmission which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party;

(3) The third day following mailing of the notice, whichever first occurs.

b. It shall be sufficient if notices to the City are addressed to **City Attorney, City of Springfield, 840 Boonville Ave., P.O. Box 8368, Springfield, Missouri 65801.**

c. It shall be sufficient if notices sent to the Seller are addressed to **Jordan Valley Health Center, c/o K. Brooks Miller, 404 Tampa St., Springfield, Missouri 65806.**

16. HEADINGS. The headings or captions of this Contract are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Contract or any provision hereof.

17. SEVERABILITY. In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Contract shall be declared invalid by the final and unappealed order, decree or judgment of any court, the City may, at its sole option, set this Contract aside.

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

19. ENTIRE CONTRACT. This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

(The remainder of this page intentionally left blank.)

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

RECOMMENDED BY

Director of Public Works or Acting Director

By signing this contract, Seller(s) certifies that he/she is not presently employed by the City of Springfield or City Utilities of Springfield.

THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS. SELLER(S) ACKNOWLEDGE(S) THAT HE/SHE/THEY HAVE READ AND FULLY UNDERSTAND THE RELEASE AND ARE IN AGREEMENT WITH ITS TERMS.

SELLER(S):

ADVOCATES FOR A HEALTHY COMMUNITY, INC.

Signature:  07/20/2021
K. Brooks Miller, President / CEO Date



Transaction Identification Data for reference only:

Issuing Agent: Meridian Title Company
Issuing Office: 4121 South Fremont Avenue, Suite 152, Springfield, MO 65804
ALTA® Universal ID: 1026728
Loan ID Number:
Issuing Office File Number: TITLE-2020-3001090
Commitment Number: TITLE-2020-3001090
Revision Number:
Property Address: 428 North Jefferson Avenue, Springfield, MO 65806

SCHEDULE A

1. Commitment Date: 01/06/2021 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy \$
PROPOSED INSURED: **City of Springfield, Missouri**
 - (b) ALTA Loan Policy \$
PROPOSED INSURED:
3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
Advocates for a Healthy Community Inc
5. The Land is described as follows:
Property description set forth in "Exhibit A" attached hereto and made a part hereof.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: _____
Amy Isaacson
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16





SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This agent requires a Corporate Resolution and a Certificate of Good Standing for the proposed incorporated buyer and/or seller.
6. All buyer/borrower and/or seller documents must be signed by authorized signer for Advocates for a Healthy Community Inc.
7. All buyer/borrower and/or seller documents must be signed by authorized signer for City of Springfield, Missouri.

Duly authorized and executed Deed from Advocates for a Healthy Community Inc, to City of Springfield, Missouri, to be executed and recorded at closing.
8. Payment of all real estate taxes through and including those for the year 2020.
9. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture and/or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
10. If mechanic's lien coverage is desired on the loan policy, satisfactory evidence should be supplied to the title insurance company that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor of materialmen and materials are all paid; have released of record all liens or notice of intent to perfect a lien for labor or material, if any. The company must be given notice if any structures located on the subject property have had any of the above mentioned services provided within the last twelve (12) months.
11. The company will extend survey coverage to purchase money lenders and refinancing lenders on one-to-four family residential property, and will not require the production of a survey or property inspection report. This coverage will be extended without additional premium. The only requirement is the execution for our benefit of a statement or affidavit from the seller and/or borrower regarding their knowledge of any survey or boundary issues with the subject property.
12. Closing Information: If the closing on the subject property is to be conducted by Burcham's Meridian Title, LLC, we require all monies due from the purchase to be in the form of a cashier's check or certified funds.

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ALTA Commitment for Title Insurance 8-1-16





We will require a wire transfer be made payable to Burcham's Meridian Title, LLC coming from a financial institution located in a state other than Missouri. If the sale proceeds or any "payoff" pursuant to the closing requires "good funds", then monies received by us for such must be by bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire", we cannot accept financial responsibilities for delays in the clearing of funds. This requirement is in accordance with Senate Bill 664 signed by the Governor, July 10, and which became effective on August 28, 1996.

13. This agent reserves the right to make further requirements.

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ALTA Commitment for Title Insurance 8-1-16





SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. All assessments and taxes due in 2021, and thereafter. Taxes of \$1590.81 due in 2020 are marked as PAID. 2021 Taxes are neither due nor payable. Tax ID: 88-13-13-319-020
8. Covenants, conditions, and restrictions as set forth in instrument recorded but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons
9. Subject to Easements, Restrictions and Building Set Back Lines that may be filed for record according to the Plat filed in Plat Book B Page 86-87, Greene County Recorder's Office.
10. Subject to a Lease recorded in Book 686 Page 539, Greene County Recorder's Office.
11. Subject to a Survey recorded in Book 686 Page 539, Greene County Recorder's Office.
12. Subject to an Ordinance recorded in Book 1500 Page 330, Greene County Recorder's Office.
13. Subject to Ordinance 2628, 806, 345 and 1557, Greene County Recorder's Office.

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ALTA Commitment for Title Insurance 8-1-16





14. Subject to consequences arising from any final decree determining that only an easement was acquired, but that if this occurred, the policy would be deemed to insure an easement only estate.

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ALTA Commitment for Title Insurance 8-1-16





EXHIBIT A
Property Description

Issuing Office File No.: TITLE-2020-3001090

All that portion of the SE1/4 SW1/4 of Section 13, Township 29 North, Range 22 West of the Fifth Principal Meridian, in the City of Springfield, Greene County, Missouri described as follows:
Beginning at the intersection: of the South line of Phelps Avenue with the East line of Jefferson Street, according to the recorded plat of Springfield, Missouri thereof; thence Southerly along said East line of Jefferson Street to the intersection with a line drawn parallel with and distant 8.5 feet Northerly of, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Saint Louis San Francisco Railway Company) Team Track No. 2, centerline, as now located and constructed upon, over and across said SE1/4 SW1/4; thence Easterly parallel with said Team Track No. 2 centerline a distance of 128.0 feet; thence Northerly parallel with said East line of Jefferson Street to the intersection with said South line of Phelps Avenue; thence Westerly along said South line of Phelps Avenue to the True Point of Beginning.

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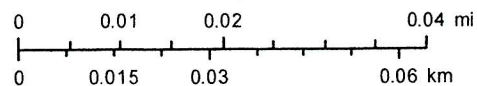
ALTA Commitment for Title Insurance 8-1-16





November 18, 2020

1:1,186



City of Springfield GIS

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 08-17-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-220

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Major Street Resurfacing of Arterial
2 Roadways in Springfield; accepting the bid of Blevins Asphalt
3 Construction Company, Inc., in the amount of \$2,979,698.20, for said
4 improvements; and authorizing the City Manager, or his designee, to
5 enter into a contract with such bidder.
6 _____
7

8 WHEREAS, Blevins Asphalt Construction Company, Inc., is the lowest
9 responsive and responsible bidder for the Major Street Resurfacing of Arterial
10 Roadways in Springfield project, Plan No. 2019PW0054 (the "Project"); and
11

12 WHEREAS, the Project includes the construction of traffic calming measures and
13 improvements to pedestrian features in the project area, as depicted on "Exhibit A,"
14 which is attached hereto and incorporated herein by this reference; and
15

16 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
17 *Events* from July 2, 2021, to July 6, 2021; and bids were opened on August 3, 2021.
18

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

22 Section 1 – City Council hereby approves the plans and specifications for the
23 Major Street Resurfacing of Arterial Roadways in Springfield project, Plan No.
24 2019PW0054, and accepts the bid of Blevins Asphalt Construction Company, Inc., for
25 said Project, at the price and sum of \$2,979,698.20, except as said sum may be lawfully
26 increased or decreased by the actual quantities of work units involved.
27

28 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
29 a contract with said bidder for such work, said contract to be in substantially similar form
30 to the document attached hereto, and incorporated herein by this reference, as "Exhibit
31 B," and in accordance with the terms of the bid, the plans, and the specifications; and to
32 do those things necessary to carry out the intent of this Ordinance.
33

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

43
44 Section 4 – This Ordinance shall be in full force and effect from and after
45 passage.

46
47 Passed at meeting: _____

48
49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55 Filed as Ordinance: _____

56
57
58 Approved as to form: Kyle T. [Signature], Assistant City Attorney

59
60
61 Approved for Council action: Jason A. [Signature], City Manager

EXPLANATION TO COUNCIL BILL 2021-220

FILED: 08-17-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for Major Street Resurfacing of Arterial Roadways in Springfield, Plan No. 2019PW0054, accepting the bid of Blevins Asphalt Construction Company, Inc., for resurfacing along the major arterial roadways (“Exhibit A”), and authorizing the City Manager, or his designee, to enter into a contract (“Exhibit B”) with such bidder.

BACKGROUND INFORMATION: This project consists of milling and overlaying the following corridors: Sunshine Street between Kansas Expressway and Glenstone Avenue, Battlefield Road between Golden Avenue and Scenic Avenue, Battlefield Road between Kansas Expressway and National Avenue, Battlefield Road between Fremont Avenue and Glenstone Avenue, and National Avenue between Kearney Street and Sunset Street. The project includes approximately 36,000 tons of asphalt and 380,000 square yards of milling. The project will also include installation of advanced vehicle detection systems at the signalized intersections. The priority is to complete Sunshine Street first.

Bids were solicited for this project by advertising in the *Daily Events* from July 2, 2021, through July 6, 2021. Bids were opened for the project at 10:30 a.m. on August 3, 2021, with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Blevins Asphalt Construction Company, Inc.,	\$2,979,698.20
Capital Paving & Construction LLC	\$3,496,905.50
Emery Sapp and Sons, Inc.	\$3,617,920.50
APAC-Central, Inc.	\$4,435,019.00
Engineer’s Estimate	\$3,469,500.00

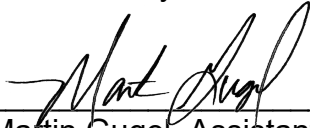
The bid for the project was 14.1% below the Engineer’s Estimate. The low bid, if accepted, will be partially funded by Surface Transportation Program – Urban (“STP-Urban”) federal funds in the amount of \$2,383,758.56 that was previously budgeted. The remaining portion (\$595,939.64) will be funded from the 1/4-Cent Capital Improvement Sales Tax and is already budgeted.

Supports the following City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

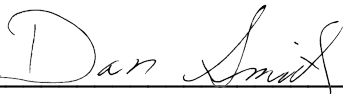
REMARKS: Public Works recommends acceptance of the bid of Blevins Asphalt Construction Company, Inc., as the lowest responsible bid and passage of this ordinance.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

KEARNEY ST.

NATIONAL AVE.

PROJECT LOCATION

CAMPBELL AVE.

PROJECT LOCATION

SUNSHINE ST.

GLENSTONE AVE.

KANSAS EXPWY.

160

65

PROJECT LOCATION

BATTLEFIELD RD.

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1969 FAX: (417) 864-1983 ATTN: ANGELA NELSON DEPT.: PUBLIC WORKS		NAME: BLEVINS ASPHALT ADDRESS: P.O. BOX 230 MT. VERNON, MISSOURI 65712-0230 PHONE: 417-466-2316 FAX: ATTN: ADAM C. BOSWELL	

AGREEMENT

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

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

Major Street Resurfacing STBG 5916 (807)

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to complete said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by November 24, 2021 for the work on Sunshine Street and by July 1, 2022 for the work on Battlefield Road and National Avenue. The notice to proceed shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract, or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever wage is applicable. Contractor shall pay wages not less than once a week. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate

insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and 00/100 Dollars (\$2,940,868) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and 00/100 Dollars (\$441,130) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and 00/100 Dollars (\$2,940,868) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and 00/100 Dollars (\$441,130) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or

judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$2,979,698.20 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

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

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$5,400 per day for Sunshine Street, \$3,200 per day for Battlefield Road, and \$3,200 per day for National Avenue, for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

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

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

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

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

12. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Two Million Nine Hundred Twenty Six Four Hundred and Eight Dollars and Twenty Cents (\$2,926,408.20)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- e. Special Conditions & Provisions
- f. Required Federal Contract Provisions
- g. Proposal
- h. Statement of Bidder's Qualifications
- i. Acknowledgment
- j. Performance Bond and Payment and Material Bond
- k. Instructions to Bidders
- l. Anti-collusion Affidavit
- m. Notice to Proceed
- n. Notice to Contractors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage

in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

27. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

28. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

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

Minority Owned c Women Owned c Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Company: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 08-17-21

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 221

SPECIAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING and authorizing the Mayor to execute the Second Amendment to an
2 Employment Agreement by and between the City of Springfield, Missouri,
3 and Jason A. Gage; and authorizing payment of salary and benefits to
4 Jason A. Gage in accordance with the provisions set forth therein.
5 _____
6

7 WHEREAS, pursuant to Article III, Section 3.1 of the City Charter, the Council of
8 the City of Springfield, Missouri (the "City") appointed Jason A. Gage ("Gage") as City
9 Manager for the City effective August 1, 2018; and
10

11 WHEREAS, the City and Gage entered into an Employment Agreement
12 ("Agreement") on or about June 1, 2018, setting out the terms and conditions of his
13 employment as City Manager for the City effective August 1, 2018, and City Council
14 authorized the First Amendment to said Agreement on August 12, 2019; and
15

16 WHEREAS, the City desires to amend the Agreement by and between the City
17 and Gage as set forth in the Second Amendment to the Agreement (the "Second
18 Amendment") and authorize payment of salary and benefits to Gage in accordance with
19 the provisions as set forth therein.
20

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

24 Section 1 – The Second Amendment to the Agreement attached hereto and
25 incorporated herein as "Exhibit A" is hereby adopted by City Council as the Second
26 Amendment to the Agreement between the City and Gage for a term and duration as
27 set forth within the terms of the Agreement, as now amended, and payment of salary
28 and benefits to Gage in accordance with the provisions set forth therein is hereby
29 authorized. The Mayor is hereby authorized to execute the Second Amendment to the
30 Agreement.
31

32 Section 2 – This Ordinance shall be in full force and effect immediately after its
33 adoption by City Council.

34
35 Passed at meeting: _____
36

37 _____
38 Mayor
39

40 Attest: _____, City Clerk
41
42

43 Filed as Ordinance: _____
44

45
46 Approved as to form: Rhonda Lewsader, City Attorney
47

48
49 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 221

FILED: 08-17-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Adopting the Second Amendment to the Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage, setting out the terms and conditions of his employment as City Manager; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

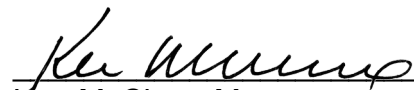
BACKGROUND INFORMATION: City Council appointed Mr. Jason A. Gage ("Gage") to serve as City Manager effective August 1, 2018. The current Employment Agreement was first amended August 12, 2019 and the proposed second amendment is attached as "Exhibit A," and sets forth the terms and conditions of employment of Gage as City Manager. The Agreement and its Second Amendment also authorize the payment of salary and benefits in accordance with the provisions set forth therein. The Second Amendment will be effective on upon approval by City Council.

Submitted by:



Darla Morrison
Director of Human Resources

Approved by:



Ken McClure, Mayor

Exhibit A

SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND JASON A. GAGE

THIS SECOND AMENDMENT to the EMPLOYMENT AGREEMENT between the City of Springfield, Missouri (“the City” or “Employer”) and Jason A. Gage, City Manager (“Gage” or “Employee”), dated June 1, 2018 (the “Agreement”), is entered into by and between the City and Gage as of the date and year first written below (the “Second Amendment”).

WHEREAS, the City and Gage are parties to a certain Employment Agreement dated June 1, 2018, and effective as of August 1, 2018 (the “Agreement”), and which has been previously amended on August 12, 2019; and

WHEREAS, the City and Gage wish to amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Paragraph 5 – Compensation, of the Agreement is hereby deleted in its entirety and the following paragraph is inserted in its place:

PARAGRAPH 5 – COMPENSATION

5. **Compensation.** For all services provided to the City by Employee during Employee’s employment hereunder, Employee shall be paid the following compensation: Beginning September 12, 2021, Two Hundred Thirty-Six Thousand and Eight Hundred and Twenty-Four Dollars (\$236,824.00) annually, payable in equal installments not less often than biweekly (“Base Compensation”). Thereafter, Employee’s annual Base Compensation will be reviewed by City Council in conjunction with the City’s fiscal year and Employee’s performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee’s performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first written below.

Date

Jason A. Gage

"Gage" or "Employee"

The City of Springfield, Missouri

By: _____

Ken McClure, Mayor

"the City" or "Employer"

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 08-17-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-222

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Memorandum of
2 Understanding with Ozarks Technical Community College
3 regarding the reporting and investigation of sexual assault,
4 domestic violence, dating violence, and stalking incidents on
5 Ozarks Technical Community College campus or involving Ozarks
6 Technical Community College faculty, students, staff, or visitors.
7 _____
8

9 WHEREAS, the Springfield Police Department ("SPD") is the primary law
10 enforcement agency responsible for reports of crimes on and around the Springfield
11 Campus of Ozarks Technical Community College ("OTC"); and
12

13 WHEREAS, OTC has certain responsibilities for handling reports of sexual
14 assault, domestic violence, dating violence, and stalking incidence on its campus and
15 involving its faculty, students, staff, or visitors; and
16

17 WHEREAS, this MOU formalizes the process by which SPD and OTC cooperate
18 to ensure that all reports of sexual assault, domestic violence, dating violence, and
19 stalking are handled by both agencies.
20

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

24 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
25 a Memorandum of Understanding with Ozarks Technical Community College regarding
26 the reporting and investigation of sexual assault, domestic violence, dating violence,
27 and stalking incidents, said agreement to be substantially in the form and content as
28 that document attached hereto and incorporated herein by reference as "Exhibit A."
29

30 Section 2 – This Ordinance shall be in full force and effect from and after
31 passage.
32

33 Passed at meeting: _____

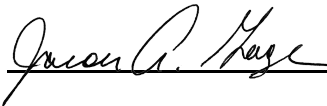
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 222

FILED: 08-17-21

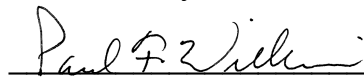
ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into a Memorandum of Understanding with Ozarks Technical Community College regarding the reporting and investigation of sexual assault, domestic violence, dating violence, and stalking incidents on OTC campus.

BACKGROUND INFORMATION: The main campus of Ozarks Technical Community College ("OTC") is located in Springfield. For campus safety, OTC employs safety and security officers on campus, who are not commissioned law enforcement officers and additionally provides a uniformed law enforcement presence on campus through the use of Springfield Police Department ("SPD") officers working in an extra-duty capacity.

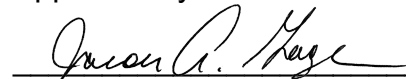
SPD is the primary law enforcement agency that responds to reports of crimes on the Springfield campus of OTC. Additionally, OTC has certain responsibilities with respect to reports of sexual assault, domestic violence, dating violence, and stalking incidents on campus or involving OTC faculty, students, staff, or visitors. The purpose of this Memorandum of Understanding is to allow for collaboration between OTC and SPD to allow each to fulfil its duties and ensure that all interactions with crime victims are handled in accordance with best practices.

Submitted by:



Paul Williams, Chief of Police

Approved by:



Jason Gage, City Manager

**Memorandum of Understanding (MOU)
Between Ozarks Technical Community College
and Springfield Police Department:
Sexual Assault, Domestic Violence, Dating Violence, and Stalking
Provisions**

I. PURPOSE

To enhance safety for Ozarks Technical Community College students, employees and visitors, and better serve the residents and students in this community, ensure that investigations are comprehensive, aid in disciplinary proceedings, facilitate the prosecution of offenders, respect the legal rights of those accused of Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking and provide appropriate support to victims of Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking, this Memorandum of Understanding (“MOU”) sets forth the respective roles and responsibilities of Ozarks Technical Community College (“OTC”) and the Springfield Police Department (“SPD”) (individually referred to as a “Party” and collectively, “the Parties”), related to the prevention of and response to Sexual Assault, Domestic Violence, Dating Violence, and Stalking alleged to have occurred on OTC property and/or involving OTC faculty, students, staff, or visitors.¹ This MOU formalizes the commitment of OTC and SPD to work together to address Sexual Assault, Domestic Violence, Dating Violence, and Stalking at OTC. This MOU is intended to assist OTC in meeting its obligations to resolve Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking complaints promptly and equitably under Title IX of the United States Education Amendments of 1972 and other provisions of state and federal law. OTC and SPD acknowledge that the unique circumstances of individual cases may give rise to issues not addressed by this MOU, which may necessitate further discussion and agreement.

II. STATEMENT OF LAW ENFORCEMENT AUTHORITY AND PATROL JURISDICTION

The OTC Safety and Security Department employs non-commissioned, armed security personnel. The role of the safety and security officers is emergency response, parking and traffic control, loss prevention, investigations, and ensuring the safety and security of the students, faculty, staff, visitors and buildings.

Springfield Police Department employs officers who are licensed law enforcement personnel in accordance with Missouri law, are armed, and have full arrest authority. Commissioned law enforcement presence at OTC is provided by SPD Officers working in an extra-duty capacity. The SPD officers work out of the Safety and Security Department office and have full police power including authority to investigate any and all reports of criminal activity, full powers of arrest, and power to search. When the officers are not available for any reason, on duty SPD officers will respond to calls on campus. OTC relies on its close relationship with local law enforcement

¹ The terms “Sexual Assault,” “Domestic Violence,” “Dating Violence,” and “Stalking” are defined in the Higher Education Act of 1965, 20 USC § 1092(f).

agencies to receive information about incidents involving students on campus. OTC Safety and Security Department and Springfield Police Department will actively investigate any crime information they receive concerning or involving a member of the campus community. If OTC is notified of a situation in which a campus community member is the victim of a crime, the department may issue a Campus Safety Alert, detailing the incident and providing tips so that other community members may avoid similar incidents. OTC does not have any officially recognized student organizations with off campus locations.

III. THE ROLE OF OZARKS TECHNICAL COMMUNITY COLLEGE

OTC agrees to:

- 1) Identify a central point of contact for the Springfield Police Department with respect to this MOU. Generally, OTC's point of contact for SPD will be OTC's College Director of Safety & Security Scott Leven.
- 2) Provide training to the SPD extra duty officers who provide services at OTC about: the federal requirements for OTC in responding to Sexual Assault, Domestic Violence, Dating Violence, and Stalking; OTC's Student Code of Conduct, policies and procedures with respect to Sexual Assault, Domestic Violence, Dating Violence, and Stalking; and the educational and other accommodations that can be provided to victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking. As a part of this training, OTC will train the SPD officers in the differing status of offenses (e.g. sexual misconduct and assault) as defined and investigated by OTC as compared to similar criminal (or non-criminal) offenses.
- 3) OTC will ensure that when a Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking is reported to OTC Safety & Security Department or to an OTC Title IX official, victims are provided with information about their right to report the Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking to law enforcement. OTC will assist victims who wish to report to law enforcement to do so promptly in order to facilitate preservation of evidence and an effective response by trained criminal investigators. OTC will not either dissuade or require the victim to make a criminal complaint.
- 4) Provide to OTC community members printed and online materials about reporting options, including information about how to file a complaint with the college and how to report a crime to SPD.
- 5) Share information with SPD about reports of Sexual Assault, Domestic Violence, Dating Violence, and Stalking, without any personally identifying information unless the survivor of the crime/victim has given his/her consent to do so.
- 6) Collaborate and coordinate with SPD with respect to investigations so as to a) allow SPD to promptly and efficiently investigate and/or prosecute criminal matters

reported to them and b) allow OTC to promptly and equitably investigate sexual misconduct matters reported to it.

- 7) Inform SPD about the reporting obligations of OTC employees and identify those employees with whom students can speak confidentially.
- 8) In matters reported to OTC where the complainant/victim is known or suspected to have also made a report to SPD, OTC is obligated to initiate and conduct its own investigation into the report. OTC will communicate and coordinate with SPD to ensure that OTC's investigation will not harm or hamper SPD's criminal investigation. In some instances, a reasonable delay in the OTC investigation may be acceptable, after discussion and agreement between the Parties.
- 9) Collaborate with SPD on prevention approaches and activities.
- 10) Notify the Department of Public Safety, Office of the Director that this MOU has been entered into within sixty (60) days of execution by both Parties.
- 11) Periodically review the terms of this MOU and engage in open dialogue with other law enforcement agencies to improve communications and coordination and address the protocols and procedures for referring allegations of Sexual Assault, Domestic Violence, Dating Violence, Stalking, sharing information, and conducting contemporaneous investigations.

IV. THE ROLE OF SPRINGFIELD POLICE DEPARTMENT

Springfield Police Department agrees to:

- 1) Identify a central point of contact for OTC with respect to this MOU. Generally, SPD's point of contact will be the Captain of the Criminal Investigations Division (Currently Captain Tony Vienhage) for any investigations pursuant to this MOU.
- 2) Collaborate and coordinate with OTC and its representatives concerning its non-confidential practices and procedures related to Sexual Assault, Domestic Violence, Dating Violence, and Stalking investigations.
- 3) Collaborate with OTC and OTC community members on training and resources for Sexual Assault, Domestic Violence, Dating Violence, and Stalking prevention, as well as general prevention approaches and activities.
- 4) Collaborate and coordinate with OTC with respect to investigations so as to: a) allow SPD to promptly and efficiently investigate and/or prosecute all matters reported to them and b) allow OTC to promptly and equitably investigate all matters reported to it.

- 5) Collaborate with OTC to provide SPD officers who provide services to OTC with training as to applicable and relevant OTC policies and procedures related to Sexual Assault, Domestic Violence, Dating Violence, and Stalking.
- 6) Promptly notify OTC Safety & Security Department if an OTC student reports a Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking to SPD so as to coordinate resources to minimize/prevent further victimization, to trigger appropriate institutional investigative action and possible disciplinary proceedings against alleged offenders, and to adequately inform the greater campus community of serious ongoing threats to student and employee health and safety. Except in rare and/or exigent circumstances such as health or safety emergencies, personally identifying information will be shared only with the consent of the complainant/victim. Prior to obtaining consent from the complainant to share personally identifying information, SPD should inform the complainant of Sexual Assault, Domestic Violence, Dating Violence, and Stalking that notification to the OTC Safety & Security Department will also result in notice to the campus Title IX Coordinator which may lead to an investigation by OTC.
- 7) Notify members of the OTC community reporting an incident of Sexual Assault, Domestic Violence, Dating Violence, and Stalking to SPD that they may pursue a criminal action with the SPD and a complaint through OTC at the same time regarding the same incident, and where feasible, SPD will assist OTC in obtaining relevant information that could be determinative of outcomes in cases involving Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking.
- 8) Respond to complaints involving allegations of Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking with a specialized investigator who is trained to investigate such allegations; assign one investigator to gather all evidence and work with the complainant/victim throughout the process; help the complainant/victim obtain a personal protection order against the respondent/perpetrator if he or she wants one; and provide transportation to obtain the personal protection order and assistance with the paperwork if needed.

V. MISCELLANEOUS

- 1) Each party agrees to act in good faith to observe the terms of this MOU; however, nothing in this MOU is intended to require any unlawful or unauthorized act by any Party.
- 2) No provision of this MOU shall form a basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOU form the basis of a cause of action at law or equity by any third party.
- 3) Nothing herein shall be interpreted to limit or restrict each of the party's legal, jurisdictional or other obligations with respect to the subject matter of this MOU.

- 4) The Parties agree that in the immediate aftermath of a Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking, a complainant/victim should be directed to, and receive assistance (including transportation where appropriate) to access support services, including SAFE examinations, and encouraged to provide whatever time-sensitive, case-related information the complainant/victim is able to provide. Consistent with trauma-informed interview and investigatory practices, complainant/victim should not be encouraged to make any immediate decisions with respect to future participation in any investigatory process. A complainant/victim who decides not to participate in the investigation or prosecution should not be required to sign a waiver form. The Parties will not use waivers regardless of whether they are permanent, as complainants/victims may interpret them as such, and may feel pressured into signing them. Complainants/victim who decide not to participate will be informed that their case can be reopened at their request, and will be given appropriate information about the timing and process for doing so.
- 5) The Parties understand that each of them has or may have interim obligations with respect to interim or long-term safety and security of their respective constituents. For example, despite an on-going SPD investigation, OTC may be required to expel or restrict a student for safety / security concerns despite an ongoing SPD investigation. This MOU is intended, in part, to facilitate discussion in advance of and as part of such activities.
- 6) The Parties agree to coordinate the sharing of information about crimes that may pose a serious threat to the health or safety of the campus and near-campus communities to facilitate the issuance of Clery Act-required timely warnings and emergency notifications. The Parties acknowledge that OTC need not obtain the approval of SPD to issue any warnings/notifications, nor is OTC required to seek preclearance of the content of any warning/notification. However, the Parties will create a system to inform each other about such warnings.
- 7) The Parties agree to provide access to time-sensitive information and to coordinate operations to the extent permitted by law.
- 8) The Parties agree, at the appropriate time and as allowable by federal and state law, and with the consent of the complainant or witnesses, to share relevant documentation and other information created and/or maintained during investigations (such as records of interviews) where a complainant of Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking and/or an alleged suspect are students or employees of OTC. The purpose of this information-sharing is to ensure the delivery of appropriate services, to facilitate full and fair disciplinary investigations, to prevent acts of retaliation against the complainant/victim or witnesses, and to assess special threats posed by offenders within the respective jurisdictions as part of an overall effort to prevent the occurrence of similar crimes.

- 9) The Parties will comply with OTC policy and applicable law and guidance regarding anonymous and confidential reporting, including regarding when, how, and what information can or must be disclosed to law enforcement agencies. The Parties acknowledge that staff and volunteers of rape crisis and domestic violence centers and others whose communications with victims are privileged generally cannot share case-specific information without the victim's consent and will partner with these agencies in a manner that is mindful of these limitations.
- 10) Neither party shall have the power or authority to create any obligation on behalf of the other, either express or implied. Each party assumes full responsibility for the actions taken in accordance with this MOU by the members of their respective organizations.
- 11) Members of OTC, including the Safety and Security Department, and SPD will conduct their interactions with each other in a professional, collegial and respectful manner at all times. Problems or issues relating to this this MOU or interaction between the Parties and/or their members will be addressed in a timely manner at an appropriate level of supervision.
- 12) This MOU will remain in effect unless terminated by one of the Parties. Either party may terminate/revoke the MOU upon thirty (30) days written notice to the other. But, the Party that is terminating/revoking the MOU must notify the Department of Public Safety within sixty (60) days of such action.
- 13) While this MOU is in effect, the Parties agree to meet annually to discuss and effectuate any amendments necessary to this MOU.
- 14) This MOU is effective upon signature by all Parties and may be executed in counterparts.

VI. SIGNATURES

Signed this _____ day of _____, 2019.

By _____
Rob Rector
Vice Chancellor, Ozarks Technical Community College

By _____
Jason Gage
City Manager, City of Springfield

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 08-17-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-223

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Joint Funding
2 Agreement with the United States Department of the Interior for the
3 purpose of operating and maintaining four streamgages.
4 _____

5
6 WHEREAS, the U.S. Geological survey ("USGS"), which is part of the
7 Department of the Interior, maintains over 8,000 streamgages across the country; and
8

9 WHEREAS, these gauges provide real-time, continuous data of water-surface
10 elevation and stream flow; and
11

12 WHEREAS, this data is used when designing highways and bridges, mapping
13 floodplains, issuing flood warnings due to major storm events, water-quality monitoring
14 studies, watershed planning purposes, and for education and research; and
15

16 WHEREAS, the City has shared in the costs of at least three streamgages since
17 1998, with a fourth streamgage added in 2004; and
18

19 WHEREAS, the proposed Joint Funding Agreement would authorize the City and
20 USGS to share in the cost of four streamgages located on Wilson's Creek at Scenic
21 Avenue, Wilson's Creek at Farm Road 156, South Creek at Highway FF, and Pearson
22 Creek at Farm Road 148; and
23

24 WHEREAS, the total annual cost to operate and maintain these four gauges is
25 \$57,600.00, with fifty percent (50%) of the total cost, or \$28,800, funded by the City of
26 Springfield and already budgeted as part of the Fiscal Year 2021-2022 General Fund
27 Budget for the Department of Public Works, as set forth in "Exhibit B" attached hereto
28 and incorporated herein by reference.
29

30 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
31 SPRINGFIELD, MISSOURI, as follows, that:
32

33 Section 1 – The City Manager, or his designee, is hereby authorized to enter into

34 a Joint Funding Agreement with the U.S. Department of the Interior for the purpose of
35 operating and maintaining four streamgages, with said Agreement to be in substantially
36 similar form as that document attached hereto and incorporated herein by reference as
37 "Exhibit A."

38
39 Section 2 – This Ordinance shall be in full force and effect from and after
40 passage.

41
42 Passed at meeting: _____

43
44 _____
45 Mayor
46

47 Attest: _____, City Clerk
48

49 Filed as Ordinance: _____
50

51
52 Approved as to form: Kyle T. [Signature], Assistant City Attorney
53

54
55 Approved for Council action: Jason A. [Signature], City Manager

EXPLANATION TO COUNCIL BILL 2021- 223

FILED: 08-17-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Joint Funding Agreement with the United States Department of the Interior for the purpose of operating and maintaining four streamgages.

BACKGROUND INFORMATION: Streamgages are an important tool for various public entities when it comes to water resources. The United States Geological Survey ("USGS") operates and maintains over 8,000 streamgages across the country. More than 280 are located in Missouri. Streamgages provide real-time, continuous data of gauge height (water-surface elevation) and stream flow which provides multiple benefits to the public. The data is used when designing highways and bridges, mapping floodplains, issuing flood warnings during major storm events, water-quality monitoring studies, watershed planning purposes, and for education and research. The City of Springfield has shared in the cost of three streamgages since 1998. These streamgages are located on Wilsons Creek at Scenic Avenue, Wilsons Creek at Farm Road 156, and South Creek at Highway FF. A fourth streamgage was added in 2004 on Pearson Creek at Farm Road 148. The data from these four streamgages are also used by the National Weather Service to create river forecasts at each location during times of flooding.

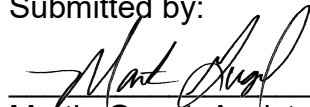
The Joint Funding Agreement is for the one-year period of October 1, 2021, to September 30, 2022, and will continue the operation and maintenance of four existing streamgages. The total annual cost to operate and maintain these four gauges is \$57,600, with \$28,800 (50%) funded by the City of Springfield. Funding for this agreement is already budgeted as part of the Fiscal Year 2021-2022 General Fund Budget for the Department of Public Works Stormwater Services Division, and no budget adjustment is needed. The Missouri Department of Transportation is also sharing in the cost of the streamgage on Pearson Creek and has contributed \$7,200. The remaining \$21,600 is funded by the USGS. See "Exhibit B" for a breakdown of the annual costs. No public input was solicited for this council bill.

Supports the following City Council Priorities:

- Public Safety

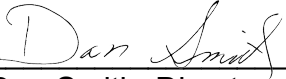
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



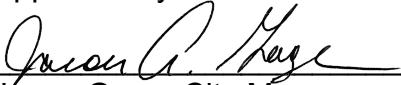
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

July 28, 2021

Chris Dunnaway
Principal Engineer
City of Springfield - Public Works
P.O. Box 8368
Springfield, MO 65802

Dear Mr. Dunnaway:

Attached is our standard joint-funding agreement for the operation and maintenance of four (4) streamgages; Wilson Creek at Scenic Drive; Wilson Creek at FR 156 near Springfield; South Creek near Springfield; and Pearson Creek near Springfield, for the period October 1, 2021 through September 30, 2022, in the amount of \$28,800 from your agency. U.S. Geological Survey contributions for this agreement are \$21,600 for a combined total of \$50,400. Please sign and return one fully-executed original to Julie A. Asher via e-mail.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2021**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact me by phone number (573) 308-3674 or email csbarks@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Julie Asher at phone number (573) 308-3558 or email at jasher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

C. Shane Barks

Digitally signed by C. BARKS
Date: 2021.07.28 07:02:15
-05'00'

C. Shane Barks
Deputy Director, Central Midwest WSC

Enclosure
22NEJFA212

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001460
Agreement #: 22NEJFA212
Project #: NE009KT
TIN #: 44-0553154

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Springfield - Public Works party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, the **operation and maintenance of four (4) streamgages; Wilson Creek at Scenic Drive; Wilson Creek at FR 156 near Springfield; South Creek near Springfield; and Pearson Creek near Springfield**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$21,600 by the party of the first part during the period
October 1, 2021 to September 30, 2022
- (b) \$28,800 by the party of the second part during the period
October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001460
Agreement #: 22NEJFA212
Project #: NE009KT
TIN #: 44-0553154

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: C. Shane Barks
Deputy Director for Networks
Address: 1400 Independence Road
Rolla, MO 65401
Telephone: (573) 308-3674
Fax: (573) 308-3645
Email: csbarks@usgs.gov

Customer Technical Point of Contact

Name: Chris Dunnaway
Principal Engineer
Address: P.O. Box 8368
Springfield, MO 65802
Telephone: (417) 864-1876
Fax: (417) 864-1907
Email: cdunnaway@springfieldmo.gov

USGS Billing Point of Contact

Name: Julie Asher
Administrative Officer
Address: 1400 Independence Road
Rolla, MO 65401
Telephone: (573) 308-3558
Fax: (573) 308-3645
Email: jasher@usgs.gov

Customer Billing Point of Contact

Name: Chris Dunnaway
Principal Engineer
Address: P.O. Box 8368
Springfield, MO 65802
Telephone: (417) 864-1876
Fax: (417) 864-1907
Email: cdunnaway@springfieldmo.gov

U.S. Geological Survey
United States
Department of Interior

City of Springfield - Public Works

Signature

Signatures

By C. Shane Barks Digitally signed by C. BARKS
Date: 2021.07.28 06:59:54 -0500 Date: 07/28/2021

Acting for: Name: Amy Beussink
Title: Director, Central Midwest WSC

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

Exhibit B

Springfield Department of Public Works - U.S. Geological Survey

Cooperative Streamgaging Program

October 1, 2021 - September 30, 2022

Station Number	Station Name	Cost			
		Springfield	USGS	MoDOT	Total
07050690	Pearson Creek near Springfield, MO	\$7,200	\$0	\$7,200	\$14,400
07052000	Wilson Creek at Scenic Drive in Springfield	\$7,200	\$7,200	\$0	\$14,400
07052100	Wilson Creek at FR 156 near Springfield	\$7,200	\$7,200	\$0	\$14,400
07052120	South Creek at Highway FF near Springfield	\$7,200	\$7,200	\$0	\$14,400
Total		\$28,800	\$21,600	\$7,200	\$57,600

One-rdg. _____
P. Hrngs. _____
Pgs. 17
Filed: 08-03-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-211

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Cresthaven Park, generally located at 3221
4 West Kearney Street, upon the applicant filing and recording a final
5 plat that substantially conforms to the preliminary plat; and authorizing
6 the City Clerk to sign the final plat upon compliance with all the terms
7 of this Ordinance. (Staff recommends that City Council accept the
8 public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Cresthaven Park dated June 28,
12 2021, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on July 15, 2021, the Planning and Zoning Commission of the City
15 of Springfield, Missouri, conditionally approved the Preliminary Plat of Cresthaven Park,
16 which is generally located at 3221 West Kearney Street.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Cresthaven
24 Park, which is generally located at 3221 West Kearney Street, as approved by the
25 Planning and Zoning Commission. The original plat of Cresthaven Park is on file in the
26 Department of Planning and Development ("Approved Preliminary Plat"), a reduced
27 version of which is attached hereto for general reference as "Exhibit B - Attachment 4."
28 All of "Exhibit B," including attachments, is incorporated herein by this reference.
29

30 Section 2 – The Director of Planning and Development shall be authorized to
31 accept the land, easements, and improvements dedicated to the City, as shown on said
32 plat, upon the applicant filing and recording a final plat in accordance with this
33 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 all conditions referenced herein and in "Exhibit B".

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: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 211

FILED: 08-03-21

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 Cresthaven Park, generally located at 3221 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Cresthaven Park dated June 28, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 5.
- B. The Planning and Zoning Commission held a public hearing on July 15, 2021, and approved the Preliminary Plat, submitted with a subdivision variance, by a vote of 7 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 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.

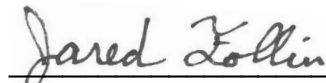
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Medium or High-Density Housing & Medium Intensity Retail, Office, or Housing. The subdivision divides the property in a way that will facilitate multi-family housing on the north portion of the property and commercial on the southern portion of the property which is consistent with the Comprehensive Plan. The Major Thoroughfare Plan classifies West Kearney Street as a Primary Arterial and North Cresthaven Avenue as a Collector which support the proposed land uses.

REMARKS:

Staff recommends approval.

Submitted by:



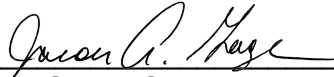
Jared Follin, Associate Planner

Recommended by:



Brendan Griesemer, AICP
Acting 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, Major Thoroughfare Plan

Attachment 4, Preliminary Plat

Exhibit A

**RECORD OF PROCEEDINGS
PRELIMINARY PLAT – CRESTHAVEN PARK
Planning and Zoning Commission – July 15, 2021**

Preliminary Plat of Cresthaven Park
3221 West Kearney Street

Applicant: Cresthaven Avenue, LP

Mr. Hosmer states that this is a request to approve a two-lot 14.7 acre commercial and multi-family subdivision located at 3221 West Kearney Street. The property is currently zoned HC, Highway Commercial and R-MD, Medium Density Multi-Family Residential COD 186. The Transportation Plan classifies Kearney Street as a primary arterial and Cresthaven as a collector roadway. The property is not located in a FEMA designated floodplain or in a stream buffer area. There are sinkholes located onsite. On-site stormwater detention will be required. 50-feet of right of way has been dedicated for the future collector on the northern end of the property as shown on the Major Thoroughfare Plan. Any new driveway approaches on Kearney Street must be approved by MoDOT. Any new driveway approaches on Cresthaven Street must be approved by the City of Springfield. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Colony asked if this is related with Planned Development 274.

Mr. Hosmer stated that he does not believe it is related.

Mr. Doennig opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Preliminary Plat of Cresthaven Park (3221 West Kearney Street). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Jobe and Broekhoven.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

JULY 15, 2021

AUGUST 9, 2021

CASE: Preliminary Plat of Cresthaven Park

ACRES: 14.78

LOCATION: 3221 West Kearney Street

EXISTING LAND USE: Undeveloped

APPLICANT: Cresthaven Avenue, LP

STAFF: Jared Follin, Associate Planner
417-864-1612

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:

1. The applicant is proposing a preliminary plat for a two-lot commercial and residential subdivision named "Cresthaven Park" to facilitate development on the property. A request to phase the final plat has been approved by the Administrative Review Committee.

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	County R-1	LI / HM	HC	PD 274
LAND USE	Single-Family Residential	Single-Family Residential	Undeveloped	Multi-Family Residential

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



CITY OF
Springfield

[illegible]

Development Review Staff Report



PROPERTY HISTORY:

The subject property was annexed into the city in 1967. In 2020, the property designated as Lot 2 was rezoned to Medium-density multifamily residential with a Conditional Overlay District 186. A provision of the Conditional Overlay District was to subdivide the property to conform with the zoning district lines. This plat will satisfy this provision.

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.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL
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	15 feet along local streets 25 feet along Collector streets or higher
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	W Kearney Street – Primary Arterial N Cresthaven Avenue – Collector
Sidewalks (Per Sec.36-471)	There is existing sidewalk along the property frontage of W. Kearney Street and N. Cresthaven Avenue. The existing infrastructure meets current City Standards.
Open Space Requirement	Not less than 20 percent of the gross floor site area.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR MEDIUM-DENSITY MULTIFAMILY RESIDENTIAL
Minimum Lot Size	- Each townhouse on a separate platted lot: 2,000 square feet - Existing single-family detached dwellings: 5,000 square feet - Duplexes: 5,500 square feet - Existing single-family semi-detached dwellings: 3,750 square feet - All other uses: 8,250 square feet
Maximum Structure Height	- Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required. - No portion of a multifamily dwelling shall be higher than allowed by a 45-degree bulk plane where the property adjoins an R-SF district. Any multifamily dwelling for which a building permit has been issued prior to July 1, 2009, that does not conform to the 45-degree bulk plane shall be considered conforming with regard to the 45-degree bulk plane.
Front Yard Setback	15 feet along local streets 25 feet along Collector streets or higher
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	W Kearney Street – Primary Arterial N Cresthaven Avenue – Collector
Sidewalks (Per Sec.36-471)	There is existing sidewalk along the property frontage of W. Kearney Street and N. Cresthaven Avenue. 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 Medium or High-Density Housing & Medium Intensity Retail, Office, or Housing. The subdivision divides the property in a way that will facilitate multi-family housing on the north portion of the property and commercial on the southern portion of the property which is consistent with the *Comprehensive Plan*. The Major Thoroughfare Plan classifies West Kearney Street as a Primary Arterial and North Cresthaven Avenue as a Collector which support the proposed land uses.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 14.7 acres into a two-lot subdivision named "Cresthaven Park" to facilitate development of the site.

Development Review Staff Report



2. A phasing plan has been approved by the Administrative Review Committee to final plat in two phases. Phase 1 will encompass Lot 1 and Phase 2 will encompass Lot 2.
3. Fifty feet of right-of-way will be dedicated along the northern property line for the future construction of Collector designated on the Major Thoroughfare Plan.
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. A map of the Major Thoroughfare Plan can be found 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.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES COMMENTS:

Both proposed lots have access to existing Electric/Water. An offsite main extension will be needed to provide Gas to lot 2. Additional main extensions may be needed depending on building/development plans. Not Paid main fees of \$1,496.00 for Water and \$132.00 for Gas will apply to Gas/Water services/extensions for Lot 1. Proposed new ROW area along North property line may require utility easements to parallel it for future development. A 10' utility easement could be added along the South side of the new ROW area as part of the final plat for this subdivision or could be separately dedicated when roadway is built in the future.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION COMMENTS:

1. No issues with phasing the subdivision however there is a \$0.03 per square foot joint sewer district fee required for each property that connects to public sewer. This fee will be included with the public improvements for each phase of the subdivision.
2. Neither proposed lot is served by public sewer. Public sewer will need to be extended as shown on the sketch plat which will require public improvement plans to serve each lot. The public improvements must be designed and constructed per city specifications but can be phased also.
3. Public improvements must be approved, constructed and accepted or escrowed prior to approval of the subdivision or building permits.
4. Plans for lot 1 have been submitted and are currently under review.

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) COMMENTS:

MoDOT has agreed to 50' of r/w from the centerline of Kearney as previously and currently shown on the preliminary plat.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION COMMENTS:

Traffic has no issues with the preliminary plat. See Traffic Report below:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Kearney Street as a Primary Arterial roadway and N. Cresthaven Avenue as a Collector roadway. The standard right-of-way width for W. Kearney Street is 50-feet from the centerline. The standard right-of-way width for N. Cresthaven Avenue is 30-feet from the centerline. It appears additional right-of-way is not needed along W. Kearney Street or N. Cresthaven Avenue. W. Kearney Street is a MoDOT maintained street and N. Cresthaven Avenue is a city-maintained street.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from W. Kearney Street or N. Cresthaven Avenue. Any new driveway approaches on W. Kearney Street must be approved by MoDOT. Any new driveway approaches on N. Cresthaven Street must be approved by the City of Springfield.

SIDEWALK

There is existing sidewalk along the property frontage of W. Kearney Street and N. Cresthaven Avenue. The existing infrastructure meets current City Standards.

IMPROVEMENTS

None required. 50-feet of right of way has been dedicated for the future collector on the northern end of the property as shown on the Major Thoroughfare Plan.

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. Kearney Street	Primary Arterial	No	43	50
Street 2	N. Cresthaven Avenue	Collector	No	30	34

Development Review Staff Report



DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION COMMENTS:

If required, Public Improvement Plans must be constructed and accepted prior to approval of the final plat and/or issuance of the Building Permit. A security (cash escrow, letter of credit, or performance bond) can be utilized in lieu of the construction of Public Improvements prior to approval of final plat or issuance of a building permit. Generally, most securities will be approved, but are reviewed on a case-by-case basis as outlined in City Code Sect. 98-14. If securities are utilized, you will have one year to construct the submitted and approved public improvements (3 years for sidewalk) after approval of the final plat or issuance of the building permit. If securities are desired, please see the link below to complete a Request to Secure Public Improvements Form and the Security Checklist which provides links to forms and more information on the process. It is highly recommended you contact Austin Biellier (abiellier@springfieldmo.gov) or Colten Harris (charris@springfieldmo.gov) for more detailed information and instructions if you desire to submit securities. After public works plans are approved and fees are paid, securities will take approximately two weeks for approval after all correct documents are received. Please make sure to plan accordingly for this approval period. Please see the link to the application below which can be copied and pasted into your internet browser:

<http://www.springfieldmo.gov/DocumentCenter/View/19701>

<https://www.springfieldmo.gov/DocumentCenter/View/19702/Checklist-for-Escrow-Submittal-for-Public-Improvements?bidId=>

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION COMMENTS:

Stormwater has no issues with preliminary plat as shown but the following comments must be addressed at the time of development:

1. Detention will be required per Chapter 3 Section 2.3.3. If disturbing more than one-acre water quality will be required as well. This site drains towards the middle of the property.
2. A geotechnical report will be required since this development will be within a sinkhole watershed. There is a no build area within 25 ft from the sinkhole rim.
3. As-builts are required we would like the following as-built notes on the plans: The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.
4. Operation and maintenance agreements are required – see link below for more details:
<https://www.springfieldmo.gov/2120/Resources>. O&M will need to be approved during the Pdox process and will be reviewed by ES-Water Quality. Per Chapter 12 Section 3.0 of the stormwater design criteria manual.
5. Need to show the existing and proposed amount of impervious surfacing. For any increase in impervious surfacing, current detention and water quality requirements must be met. Structures and impervious surface onsite and currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

Development Review Staff Report



CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

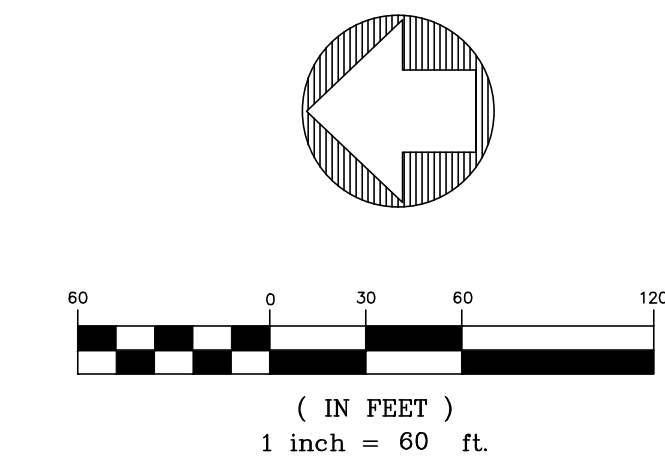
1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required 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 following 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.

CITY OF
Springfield

ATTACHMENT 3





GENERAL NOTES
Source of Title: Deed Book 2021 Page 000844-21

Total Acreage: 14.78 acres
Total Lots: 2
Smallest Lot: Lot 1 - 4.26 Acres
Largest Lot: Lot 2 - 10.41 Acres
Dedication: Kearney R/W - 0.11 Acres

Date of Preparation: May 20, 2021

OWNER
Cresthaven Avenue, LP
PO Box 350
Republic, MO 65738

DEVELOPER
Merak Development, LLC
P.O. Box 350
Republic, MO 65738

DECLARATION BY SURVEYOR:

I hereby declare to Cresthaven Avenue, LP 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: 
DON RAY BERRY, PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI LICENSE NO. 2004017829

DATE: 06/28/2021

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
- Ⓢ SANITARY SEWER LINE
- Ⓢ UTILITY POLE
- Ⓢ ELECTRIC METER
- Ⓢ OVERHEAD ELECTRIC
- Ⓢ UNDERGROUND ELECTRIC
- Ⓢ GUY WIRE

- Ⓢ PHONE/COMMUNICATION MANHOLE
- Ⓢ PHONE PEDESTAL
- Ⓢ CABLE TV RISER
- Ⓢ CABLE TV LINE
- Ⓢ UNDERGROUND PHONE
- Ⓢ OVERHEAD PHONE
- Ⓢ FIBER OPTIC LINE
- Ⓢ WATER VALVE
- Ⓢ WATER METER
- Ⓢ WATER LINE
- Ⓢ FIRE HYDRANT
- Ⓢ GAS VALVE
- Ⓢ GAS METER
- Ⓢ GAS LINE
- Ⓢ FENCE LINE (AS NOTED)
- Ⓢ ROAD SIGN (STOP, SPEED LIMIT, ETC)
- Ⓢ ABBREVIATIONS:
- Ⓢ XFMR TRANSFORMER
- Ⓢ ICV IRRIGATION CONTROL VALVE
- Ⓢ CI STORMWATER CURB INLET

ZONING INFORMATION

Current Zoning:
Lot 1 HC - Highway Commercial
Lot 2 R-MD with COD 186

STORMWATER NOTES:
Detention will be provided on each lot at the time of development.

SURVEY NOTES -

Accuracy Standard: Type Urban Property

SOURCE OF TITLE:: Book 1966 Page 1268, Book 2036 Page 1748, Book 2058 Page 2016 & Book 2009 Page 57328-09

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.

DEED DESCRIPTION:

All of the West Three-eighths (W 3/8) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Four (4), Township Twenty-nine (29), Range Twenty-two (22) in GREENE County, Missouri.

SURVEY DESCRIPTION:

All of the West Three-eighths of the Southeast Quarter of the Southwest Quarter of Section 4, 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 Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 4; thence, South 88°39'29" East, along and with the North line of said Quarter-Quarter section, a distance of 498.18 feet; thence, South 02°17'40" West, a distance of 1290.16 feet to the current North right-of-way line of Kearney Street; thence, North 88°49'54" West, along and with said North line, a distance of 498.34 feet to the West line of the Southeast Quarter of the Southwest Quarter of said Section 4; thence, North 02°15'20" East, a distance of 1291.66 feet to the POINT OF BEGINNING, containing 14.78 acres, more or less and being subject to easements, restrictions or rights-of-way, if any.



FLOOD NOTE:
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 0327 E, effective December 17, 2010.

DATE:		BY:	
REVISIONS:			
SCALE: 1" = 60'		FIELD BY: TS, JS	
		DRAWN BY: DRB	
		CHECKED BY: DRB	
Preliminary Plat			
CRESTHAVEN AVENUE, LP			
3221 West Kearney 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:	2021-06-28		
SHEET:	1 OF 1		
PROJECT:	2000		
FILE:	2000 - Cresthaven Park Preliminary Plat.dwg		

One-rdg. _____
P. Hrngs. _____
Pgs. 19
Filed: 08-03-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-212

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 Springfield Plaza Phase 4, generally located at 3900 West Sunshine 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 Springfield Plaza Phase 4 dated June 23, 2021, is on file with the City's Department of Planning and Development; and

WHEREAS, on July 15, 2021, the Planning and Zoning Commission of the City of Springfield, Missouri, conditionally approved the Preliminary Plat of Springfield Plaza Phase 4, which is generally located at 3900 West Sunshine 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 Springfield Plaza Phase 4, which is generally located at 3900 West Sunshine Street, as approved by the Planning and Zoning Commission. The original plat of Springfield Plaza Phase 4 Place 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 5." 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 all conditions referenced herein and in "Exhibit B".

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: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 212

FILED: 08-03-21

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 Springfield Plaza Phase 4, generally located at 3900 West Sunshine 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 Springfield Plaza Phase 4 dated June 23, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 5.
- B. The Planning and Zoning Commission held a public hearing on July 15, 2021, and approved the Preliminary Plat, submitted with a subdivision variance, by a vote of 7 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 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.

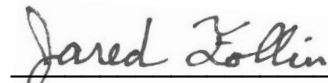
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Medium or High-Density Housing. The subdivision divides the property in a way that will facilitate office or commercial developments which does not match the Comprehensive Plan, but it is consistent with past City Council zoning actions and development trends of in the area. The Major Thoroughfare Plan classifies McCurry Avenue as a Collector Street, Zimmer Avenue as a Collector Street, Plaza Loop Avenue as a Collector (internal), and Seminole Street (internal) as a secondary arterial which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:



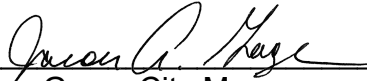
Jared Follin, Associate Planner

Recommended by:



Brendan Griesemer, AICP
Acting 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, Conditions of Variance Approval

Attachment 4, Major Thoroughfare Plan

Attachment 5, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS PRELIMINARY PLAT – SPRINGFIELD PLAZA PHASE 4 Planning and Zoning Commission – July 15, 2021

Preliminary Plat of Springfield Plaza Phase IV
3900 West Sunshine Street

Applicant: SPFD Plaza, LLC

Mr. Hosmer states that this a request to approve a preliminary plat for a six-lot commercial subdivision located at 3900 West Sunshine and a request for subdivision variance. The applicant is proposing to subdivide 65 acres into a six-lot phase 4 subdivision. The property is zoned PD 343, which permits uses in the HC, Highway Commercial District. Transportation Plan classifies McCurry and Zimmer as collectors and Seminole (future extension) as a Secondary Arterial. A Traffic Study is required for improvements and for the Zimmer Road connection to McCurry. Requires an amendment to the Major Thoroughfare Plan prior to issuance of any building permits. The property is not located in a FEMA designated floodplain or stream buffer area. There are several sinkholes onsite. On-site stormwater detention is already provided. Sidewalks are required on all new streets. The applicant is requesting a subdivision variance, to not extend Jonathan Ave from the residential subdivision to the south.

- Better facilitate future development
- Limits residential connection to HC property
- Jonathan is less than 150 feet/ turnaround not required/ vacate in future (The City Public Works Dept unnecessary road).

Staff recommends the subdivision variance be approved to not extend Jonathan Avenue into commercial development. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Colony asked about future connections (Seminole).

Mr. Hosmer stated that it will link up with Farm Road 152 with some type of connection.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, 1200 E. Woodhurst, representing the owner and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Preliminary Plat of Springfield Plaza Phase IV (3900 West Sunshine Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Jobe and Broekhoven.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', enclosed within a thin black rectangular border.

Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report



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

JULY 15, 2021

AUGUST 9, 2021

CASE: Preliminary Plat of Springfield Plaza Phase 4, submitted with a subdivision variance

ACRES: 65.44

LOCATION: 3900 West Sunshine Street

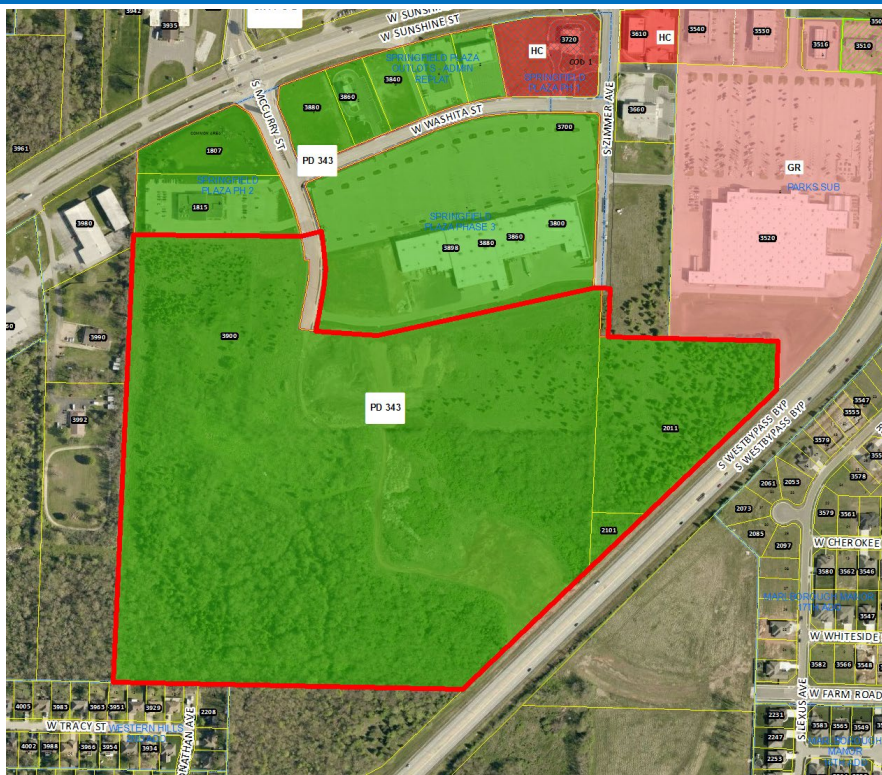
EXISTING LAND USE: Undeveloped

APPLICANT: Springfield Plaza LLC

STAFF: Jared Follin, Associate Planner
 417-864-1612

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:

1. The applicant is proposing a preliminary plat for a six-lot subdivision named "Springfield Plaza Phase 4" with a subdivision variance to facilitate the development on the property. It is planned to final plat the property in phases.
2. The applicant is requesting a subdivision variance from Section 36-243(2) of the Subdivision Regulations, which states that the arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas. The applicant wishes to not extend Jonathan Avenue which dead ends into the subject property from the residential subdivision to the south.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.
2. The requested subdivision variance satisfies the conditions for variance approval outlined in Section 36-206(3) of the Subdivision Regulations.
3. Staff recommends approval of the subdivision variance to allow the applicant to not extend Jonathan Avenue to connect with the proposed street system.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 343/GR	County R-1	County R-1	County R-3
LAND USE	Commercial/Office	Single-Family Residential	Single-Family Residential	Single-Family Residential

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

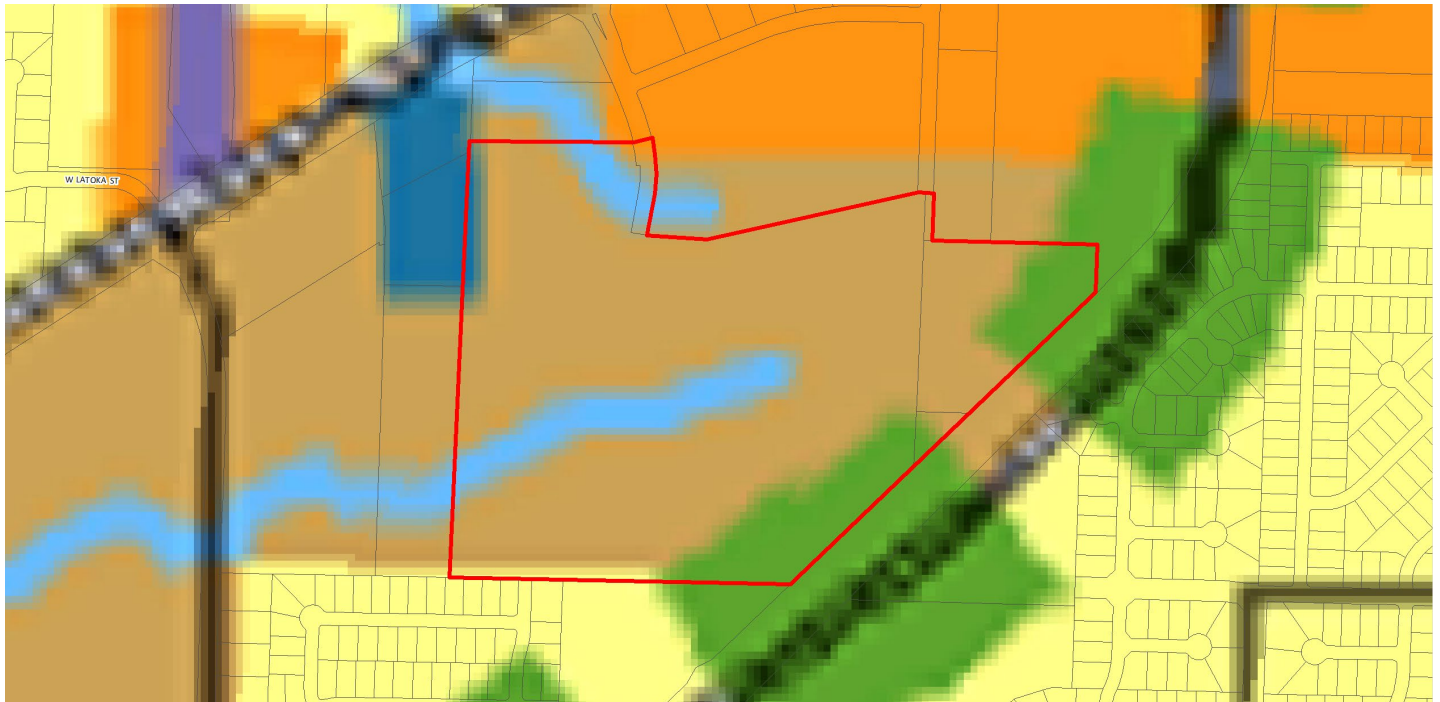


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was annexed into the city in 2007. In the same year, a preliminary plat was approved to subdivide the property in phases. Phase I, II, & III were final platted in 2011, 2014, and 2016, respectively; however, this portion of subject property was not final platted, and the preliminary plat expired.

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.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR PLANNED DEVELOPMENT 343
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	15 feet along local streets 25 feet along Collector streets or higher
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	McCurry Avenue – Collector Zimmer Avenue – Collector Seminole Street (internal) – Secondary Arterial
Sidewalks (Per Sec.36-471)	Sidewalk is required to be constructed with all new street infrastructure in conformance with existing city code chapter 36-471.
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 Medium or High-Density Housing. The subdivision divides the property in a way that will facilitate office or commercial developments which does not match the *Comprehensive Plan*, but it is consistent with past City Council zoning actions and development trends of in the area. The Major Thoroughfare Plan classifies McCurry Avenue as a Collector Street, Zimmer Avenue as a Collector Street, Plaza Loop Avenue as a Collector (internal), and Seminole Street (internal) as a secondary arterial which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 65 acres into a six-lot subdivision named "Springfield Plaza Phase 4" to facilitate development of the site.
2. A subdivision variance is being submitted with the plat to deviate from the requirements of Section 36-243(2) of the Subdivision Regulations requiring the arrangement of streets in new subdivisions to make provision for the continuation of the existing streets in adjoining areas. Applicant is requesting to not extend Jonathan Street that dead ends into the subject property.
3. Staff recommends approval of the subdivision variance to allow the applicant to not extend Jonathan Avenue to connect with the proposed street system, as the connection would be unnecessary to the overall city street system.
4. The Preliminary Plat will be finalized in phases. Phase 1 will include Lot 1 and will not be subject to construct or escrow public improvements. Phase 2 will include Lots 2-6 and will be required to construct, or escrow required public improvements.
5. All proposed lots meet the requirements of the City's Subdivision Regulations.
6. 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. The Conditions of Variance Approval and the applicant's responses to said conditions can be found in Attachment 3. A map showing the Major Thoroughfare Plan can be found in Attachment 4. The preliminary plat drawing can be found in Attachment 5.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES COMMENTS:

City Utilities can provide Elec/Gas/Water to the subdivision. Easements appear acceptable as shown. CU Will determine final routing of utilities, subject to CU's Extension Policy. When connection of Seminole is made across West Bypass, CU may desire a tie-in of Gas/Water. CU can begin utility design when we receive construction plans/cad files. A pre-design meeting for utilities may be beneficial. Contact Josh @ 417-831-8816 to coordinate this.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION COMMENTS:

1. No issues with the preliminary plat however public improvement plans will be required to serve proposed lots 3-5 with public sewer as shown on the plat. According to city code section 120.72.a, public sewer must be adjacent to the lot. This will require public improvement plans designed and constructed to city specs. Submit public improvement plans for review. Engineering and inspection fees of 5.34% of the approved contract amount must be paid prior to filing the plans. The horizontal alignment of the proposed sewer shown on the plat is acceptable; additional reviews will be done when plans are submitted.
2. The public improvements must be approved and constructed or escrowed before any building permits can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements. 3. No objection to escrow of sanitary sewer improvements.

FIRE DEPARTMENT COMMENTS:

Installation of fire hydrants & fire access lanes per 2018 IFC.

MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) COMMENTS:

Do not show the proposed W. Bypass improvements on the plat. They may not be accurate.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION

At the time of development, a Traffic Study is required and will determine the need for general street improvements prior to the development of Lot 2. The traffic study will also review the need of the Zimmer Road connection to McCurry Avenue as shown on the Major Thoroughfare Plan. Based on the approved traffic study, if this connection is not deemed necessary, an amendment must be submitted to City Council for approval to remove this corridor from the Major Thoroughfare Plan prior to issuance of any building permits. See below for Traffic Report:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. McCurry Avenue as a Collector roadway and S. West Bypass as an Expressway roadway. The standard right-of-way width for S. McCurry Avenue is 30 feet from the centerline. The standard right-of-way width for S. West Bypass is 85 feet from the centerline. It appears additional right-of-way is not needed along S. McCurry Avenue or S. West Bypass. A survey is recommended to determine the exact amount of existing right-of-way. S. McCurry Avenue is a city-maintained roadway and S. West Bypass is a state-maintained roadway.

DRIVEWAY ACCESS

There is currently no driveway access points onto any lots on the property. All proposed driveway access points onto the property will be required to meet existing city spacing standards for the street classification.

SIDEWALK

Sidewalk is required to be constructed with all new street infrastructure in conformance with existing city code chapter 36-471.

IMPROVEMENTS

A Traffic Study is required and will determine the need for general street improvements prior to the development of Lot 2. The traffic study will also review the need of the Zimmer Road connection to McCurry Avenue as shown on the Major

Development Review Staff Report



Thoroughfare Plan. Based on the approved traffic study if this connection is not deemed necessary. An amendment must be submitted to City Council for approval to remove this corridor from the Major Thoroughfare Plan prior to issuance of any building permits. A joint break in access letter from the City and Greene County has been submitted to MoDOT for approval. This is required for the construction of the Seminole and West Bypass intersection improvements.

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. McCurry Avenue	Collector	No	30	30
Street 2	S. West Bypass	Expressway	No	85	85

DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION COMMENTS:

If required, Public Improvement Plans must be constructed and accepted prior to approval of the final plat and/or issuance of the Building Permit. A security (cash escrow, letter of credit, or performance bond) can be utilized in lieu of the construction of Public Improvements prior to approval of final plat or issuance of a building permit. Generally, most securities will be approved, but are reviewed on a case-by-case basis as outlined in City Code Sect. 98-14. IF securities are utilized, you will have one year to construct the submitted and approved public improvements (3 years for sidewalk) after approval of the final plat or issuance of the building permit. If securities are desired, please see the link below to complete a Request to Secure Public Improvements Form and the Security Checklist which provides links to forms and more information on the process. It is highly recommended you contact Austin Biellier (abiellier@springfieldmo.gov) or Colten Harris (charris@springfieldmo.gov) for more detailed information and instructions if you desire to submit securities. After public works plans are approved and fees are paid, securities will take approximately two weeks for approval after all correct documents are received. Please make sure to plan accordingly for this approval period. Please see the link to the application below which can be copied and pasted into your internet browser:

<http://www.springfieldmo.gov/DocumentCenter/View/19701>

<https://www.springfieldmo.gov/DocumentCenter/View/19702/Checklist-for-Escrow-Submittal-for-Public-Improvements?bidId=>

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION COMMENTS:

1. Need to show proposed drainage easements for each lot showing the path they will drain to the detention basin located offsite to the west.
2. Verify if there is a sinkhole or not and show the no build boundaries around it.

See below for Stormwater Report:

The property is in the **Wilsons Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. There is a sinkhole at this location and additional city regulations will apply. A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided**. The property **is not 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. Per discussion with the engineer the sinkhole report will be provided at the time of development.
2. 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 per Chapter 4 Section 3.2.3 of the stormwater design criteria manual –

Development Review Staff Report



<https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>

3. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
5. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

Development Review Staff Report



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 shall 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.

Development Review Staff Report



CONDITIONS OF VARIANCE APPROVAL:

ATTACHMENT 3

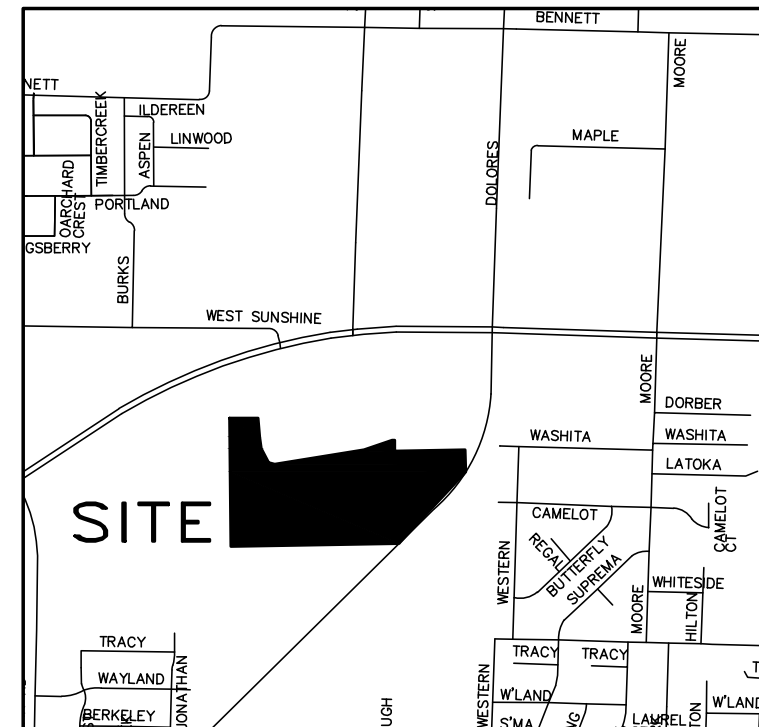
Section 36-206(3) of the Subdivision regulations states in part: No variance shall be granted unless it is found that;	Applicant's Response
There are special and unusual circumstances affecting said property such that the strict application of the provisions of this Article would deprive the owner of the reasonable use of his land and is not the mere granting of a privilege;	There is an existing triangular shaped tract of land South of Springfield Plaza Subdivision which will likely be developed with intermediate zoning. The tract will require a public road which will be carried to the West into the existing subdivision. Providing two residential streets into the subdivision will cause the streets to be located approximately 400' from each other on Seminole. This section of Seminole will also have large retail entrances which will force entrances to exceed the typical 300' separation requirements for safety.
The variance is necessary for the preservation and enjoyment of a substantial property right of the owner, and;	The owner will not be permitted to have retail entrances at locations typical for retail developments. The owner will be constructing the road and should have the opportunity to access the road at locations desirable for the lots within the development.
The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.	The adjacent neighborhood requested that the existing dead-end roads not be extended into Springfield Plaza Subdivision. The developer agrees with the neighborhood and would prefer that no roads be extended to the South. However, the City is requiring one road for interconnectivity of the existing street system. One public road being extended to the subdivision should not interfere with planned retail entrances if McCurry Ave. is permitted to be extended as shown on the Preliminary Plat.

CITY OF
Springfield

ATTACHMENT 4



ATTACHMENT 5

PRELIMINARY PLAT
SPRINGFIELD PLAZA PHASE 4
SECTION 32, T29N, R22W
SPRINGFIELD, GREENE COUNTY, MISSOURIOWNER/DEVELOPER:
SPRINGFIELD PLAZA LLC
2808 S INGRAM MILL ROAD
SUITE A-100
SPRINGFIELD, MISSOURI 65804VICINITY MAP
NOT TO SCALEWAL-MART REAL ESTATE
BUSINESS TRUST
BK 2845
PG 1064NOTES:
All utilities to be provided by:
City Utilities of Springfield
301 East Central
Springfield, MO 65802
(417)863-9000P.O.B.
SW COR. LOT 2,
SPRINGFIELD
PLAZA PHASE 2BLANDWAL, INC
BK 2649
PG 1637BLANDWAL, INC
BK 2368
PG 2043OFFSITE DRAINAGE
EASEMENT
BK 2014
PG 3311-14SOUTH CREEK DEV CORP
BK 2008
PG 7693-08GENERAL NOTES -
Public Improvements are not required for approval of the Final Plat of Lot 1.

Public Improvements must be constructed or escrowed prior to approval of the Final Plat for Lots 2-5.

Sidewalks will be required on both sides of McCurry and Seminole when constructed.

A variance to Section 36-243 was submitted with the plat regarding the extension of Jonathan Street.

TRAFFIC NOTE:

At the time of development, a Traffic Study is required and will determine the need for general street improvements prior to the development of Lot 2. The traffic study will also review the need of the Zimmer Road connection to McCurry Avenue as shown on the Major Thoroughfare Plan. Based on the approved traffic study, if this connection is not deemed necessary, an amendment must be submitted to City Council for approval to remove this corridor from the Major Thoroughfare Plan prior to issuance of any building permits.

SURVEY NOTES -

Accuracy Standard: Type Urban Property

SOURCE OF TITLE: Book 2007 Page 32908-07

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.

PROPERTY DESCRIPTION:

All that part of the North Half of Section 32, 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 Springfield Plaza Phase II, a subdivision in the city of Springfield, Greene County, Missouri, per the recorded plat thereof; thence, South 90° 00' 00" East along and with the South line of said Lot 2, a distance of 623.14 feet to the West right-of-way line of McCurry Avenue; thence, along and with said West line, the following five (5) courses:

Southeasterly, along and with a 430.00 foot radius curve to the right having a chord bearing of South 08° 58' 45" East and chord length of 86.10 feet, an arc distance of 86.24 feet; thence, North 86° 46' 00" East, a distance of 15.00 feet; thence, Southwesterly, along and with a 445.00-foot radius curve to the right having a chord bearing of South 03° 21' 46" West and chord length of 102.23 feet, an arc distance of 102.46 feet; thence, South 09° 57' 32" West, a distance of 122.40 feet; thence, Southwesterly along and with a 1530.00-foot radius curve to the left having a chord bearing of South 09° 19' 53" West and chord length of 33.50 feet, an arc distance of 33.50 feet

to the Southwest corner of Springfield Plaza Phase III, a subdivision in the city of Springfield, Greene County, Missouri per the recorded plat thereof; thence, South 81° 17' 45" East along and with South line of said Phase III, a distance of 60.00 feet to the Southwest corner of Lot 1 in said Phase III; thence, South 86° 16' 25" East, continuing along and with the South line of said Phase III, a distance of 230.06 feet; thence, North 76° 58' 05" East, along and with said South line, a distance of 831.26 feet to the West right-of-way line of Zimmer Road; thence, South 88° 21' 12" East, a distance of 30.00 feet to the West line of the Northeast Quarter of the Northeast Quarter of said Section 32; thence, South 01° 38' 48" West along and with said West line, a distance of 174.52 feet to an existing iron pin at the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 32; thence, South 89° 23' 42" East along and with South line of said Quarter-Quarter section, a distance of 254.02 feet to an existing iron pin; thence, South 89° 19' 25" East, continuing along and with said South line, a distance of 405.15 feet; thence, South 01° 27' 15" West, leaving said South line, a distance of 187.49 feet to the Westerly right-of-way line of U.S. Highway 160 (West Bypass); thence, South 45° 29' 47" West, along and with said Westerly line, a distance of 1609.77 feet to an existing iron pin on the South line of the Northeast Quarter of said Section 32; thence, North 89° 13' 38" West, along and with said South line, a distance of 876.03 feet to an existing iron pin at the Southwest corner of the Northeast Quarter of said Section 32; thence, North 88° 58' 37" West along and with the South line of the Northwest Quarter of said Section 32, a distance of 427.44 feet to an existing iron pin; thence North 01° 52' 52" East, a distance of 1656.49 feet to the POINT OF BEGINNING, containing 65.44 acres and being subject to easements, restrictions and rights-of-way, if any.

SPECIAL TRAFFIC NOTE:

At the time of development, a Traffic Study is required and will determine the need for general street improvements prior to the development of Lot 2. The traffic study will also review the need of the Zimmer Road connection to McCurry Avenue as shown on the Major Thoroughfare Plan. Based on the approved traffic study, if this connection is not deemed necessary, an amendment must be submitted to City Council for approval to remove this corridor from the Major Thoroughfare Plan prior to issuance of any building permits.

If the future collector is not constructed, an access easement through the existing drives behind Springfield Plaza will be required. If an access easement is not provided, a turn around must be constructed at the end of Zimmer Road.

STORMWATER NOTES -

Detention is provided in the regional basin at the Southwest corner of the site.

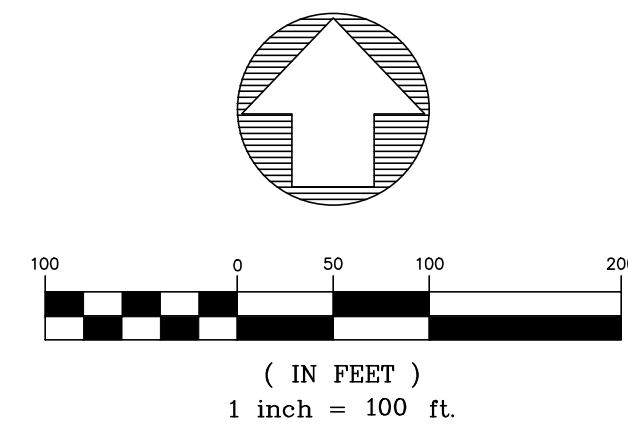
ACCESS NOTES -

No access will be allowed from any lot to U.S. Highway 160 (West Bypass)

FLOOD NOTE:

This property lies in Flood Zone "X" (areas determined to be outside of the 0.2% annual chance floodplain) according to Flood Insurance Rate Map Community Panel 29077C 0336 E, effective December 17, 2010.

BENCHMARK:

Monument Z 343. Magnesium rod in vault at the Southeast corner of the entrance to Wal-Mart and U.S. Highway 60 (West Sunshine Street).
Elev. = 1266.52

BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE BASED ON TIES TO GRS STATIONS "DON" & "DON AZIMUTH"

GENERAL NOTES:

Date of Preparation: April 23, 2021
Total Acreage: 65.44 acres

Total Lots: 6

Smallest Lot: 94,796 sf (Lot 6)
Largest Lot: 1,155,203 sf (Lot 2)

CURRENT ZONING: PD 343

GRID NORTH
MISSOURI COORDINATE SYSTEM
OF 1983 CENTRAL ZONE
PER SPRINGFIELD/GREENE COUNTY
GEOGRAPHIC REFERENCE SYSTEM
MONUMENTATION "DON" TO "DON AZIMUTH"

STATE PLANE COORDINATE TIE MISSOURI COORDINATE SYSTEM 1983		
CONTROL STATION: DON NORTHING 150,045.511m EASTING 423,782.736m		
GRID FACTOR: 0.99994935		
COURSE	GRID AZIMUTH	GRID DISTANCE
DON - DON AZ	238°39'00"	1603.894m
DON -	166°09'22"	771.589m
-	45°29'47"	490.658m
POINT	NORTHING	EASTING
	149296.335	423967.358
	149640.263	424317.299

COORDINATES AND DISTANCES EXPRESSED IN METERS

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
- SANITARY SEWER LINE
- UTILITY POLE
- ELECTRIC METER
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- GUY WIRE
- PHONE/COMMUNICATION MANHOLE
- PHONE PEDESTAL
- CABLE TV RISER
- CABLE TV LINE
- UNDERGROUND PHONE
- OVERHEAD PHONE
- FIBER OPTIC LINE
- WATER VALVE
- WATER METER
- WATER LINE
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- GAS LINE
- x FENCE LINE (AS NOTED)
- ROAD SIGN (STOP, SPEED LIMIT, ETC)

ABBREVIATIONS:

XFMR TRANSFORMER
ICV IRRIGATION CONTROL VALVE
CI STORMWATER CURB INLET

SURVEYOR'S CERTIFICATE:

This preliminary plat was prepared from actual surveys of the land herein described, in accordance with the Missouri Standards for Property Boundary Surveys and Section 410.5 of the Subdivision Regulations, Article II, of the City of Springfield, Greene County, Missouri.

Date Prepared June 23, 2021

Signature

Don Ray Berry, Missouri P.L.S. No. 2004017829

REVISIONS:	DATE:	BY:
SCALE: 1" = 100'	FIELD BY: TS, JS	
	DRAWN BY: DRB	
	CHECKED BY: DRB	
Sketch Plat		
SPRINGFIELD PLAZA PHASE 4		
West Sunshine Street 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) lee@leeengineering.biz		
"Engineering with Integrity"		
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PROJECT: 632		
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