



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 October 18, 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, OCTOBER 4, 2021 CITY COUNCIL

4. APPROVAL OF MINUTES. OCTOBER 4, 2021 CITY COUNCIL MEETING, OCTOBER 5, 2021 SPECIAL CITY COUNCIL MEETING, AND OCTOBER 12, 2021 SPECIAL CITY COUNCIL MEETING.

Documents:

[10-05-21 SPECIAL CITY COUNCIL MEETING.PDF](#)
[10-12-21 SPECIAL CITY COUNCIL MEETING.PDF](#)
[10-04-2021.PDF](#)

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

4. CEREMONIAL MATTERS.

Swear-in Barbara Garcia to the Springfield/Greene County Environmental Advisory Board.

Swear-in Derek White to the Board of Equalization.

5. CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.

6. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. Except Item No. 7. Citizens May Speak To The Amendment Only. May Be Voted On.

7. Amended Council Bill 2021-246 (Schilling) (Amended At The October 4, 2021 City Council Meeting. Public Hearing Continued For The Amendment Only At The October 18, 2021 City Council Meeting.)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.3 acres of property generally located at 2625 West Delmar Street, 1025 and 1045 South Clifton Avenue, and 2620 West Grand Street from Planned Development No. 269 to Planned Development No. 378; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: Simmons First National Bank; 2625 W. Delmar Street, 1025 & 1045 S. Clifton Avenue and 2620 W. Grand Street; PD 378)

Documents:

[2021-246 AMENDED.PDF](#)

8. Council Bill 2021-256 (Schilling)

A general ordinance amending General Ordinance 6662, which rezoned approximately 72.33 acres of property generally located adjacent to Grant Avenue between College Street and Catalina Street to the Grant Avenue

Avenue between College Street and Catalpa Street to the Grant Avenue Parkway District, and which is referenced as Zoning Case Z-11-2021, to correct the legal descriptions of Subdistricts B and C within the Grant Avenue Parkway District. (City of Springfield; 465 S. Grant Avenue (Part of the Grant Avenue Parkway District); Z-11-2021-Corrected)

Documents:

[2021-256.PDF](#)

9. Council Bill 2021-257 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Ozarks Technical Community College for the provision of professional equivalency credit for eligible sworn personnel of the City of Springfield Fire Department.

Documents:

[2021-257.PDF](#)

10. Council Bill 2021-258 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the City of Battlefield for the purpose of continuing to provide contract wastewater service to Battlefield.

Documents:

[2021-258.PDF](#)

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

12. Council Bill 2021-261 (Hosmer)

A resolution authorizing the City Manager, or his designee, to apply for the American Rescue Plan Good Jobs Challenge Grant from the United States Economic Development Administration in the amount of up to \$17,500,000 to implement projects needed to provide workforce training and connect local citizens with quality jobs.

Documents:

[2021-261.PDF](#)

13. Council Bill 2021-262 (McClure)

A resolution authorizing Councilman Richard Ollis to participate in a mobility study tour hosted by LaneShift, LLC, in Austin, Texas from November 15, 2021, through November 19, 2021.

Documents:

[2021-262.PDF](#)

14. **EMERGENCY BILLS.**

15. **PUBLIC IMPROVEMENTS.**

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

17. **Council Bill 2021-263 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with the Missouri Department of Health and Senior Services for the purpose of accepting additional COVID-19 and Adult Vaccination Supplemental grant funds in the amount of \$331,225 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2021-2022 budget in the amount of \$331,225 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-263.PDF](#)

18. **AMENDED BILLS.**

19. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

21. **Council Bill 2021-264 (McGull)**

A special ordinance amending the Park Board's Fiscal Year 2021-2022 Operating Budget in the amount of \$294,450 to appropriate the grant funds from the Board of Education for Springfield School District R-12's Expansion of Service for Wrap Around Care Program for youth attending elementary and middle schools, made possible by \$3.4 million in Coronavirus Relief Funds, to be used in and as part of Park Board's SPARC Before and After-School Programs.

Documents:

[2021-264.PDF](#)

22. Council Bill 2021-265 (Ollis)

A special ordinance amending and restating the Brownfields Program Revolving Loan Fund Policies and Procedures to increase program flexibility and adjust loan terms and conditions to reflect current lending market conditions.

Documents:

[2021-265.PDF](#)

23. Council Bill 2021-266 (Simpson)

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Taxable Special Obligation Refunding Bonds, Series 2021A, in a principal amount not to exceed \$3,000,000 for the purpose of providing funds to refund the Refunded Bonds (as defined below); authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

Documents:

[2021-266.PDF](#)

24. Council Bill 2021-267 (Lear)

A special ordinance authorizing the City Manager, or his designee, to amend the 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:

[2021-267.PDF](#)

25. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Josephine Grace wishes to address City Council.

Daryl Baker wishes to address City Council.

26. NEW BUSINESS.

The City Manager recommends the following reappointment to the Art Museum Board: Matt Edwards, with a term to expire June 1, 2024.

27. **UNFINISHED BUSINESS.**

28. **MISCELLANEOUS.**

29. **CONSENT AGENDA – FIRST READING BILLS.**

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

31. **Council Bill 2021-268 (Hardinger)**

A resolution approving the Mayor's appointment of two members to the Tax Increment Financing Advisory Commission and acknowledging the appointments made by other taxing jurisdictions.

Documents:

[2021-268.PDF](#)

32. **Council Bill 2021-269 (Schilling)**

A resolution authorizing the City Manager, or his designee, to apply for state grant funds in the amount of \$30,000 from the Missouri Department of Conservation in order to support native plant establishment and enhancement for the "Renew Jordan Creek" Project and to exercise those powers necessary to obtain such funding.

Documents:

[2021-269.PDF](#)

33. **CONSENT AGENDA – SECOND READING BILLS.**

34. **END OF CONSENT AGENDA.**

35. **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 -1651 at least 3 days prior to the scheduled meeting.

October 5, 2021
Springfield, Missouri

The City Council met in special session October 5, 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, Richard Ollis, and Ken McClure. Absent: Mike Schilling.

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 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, Ollis, and McClure. Nays: None. Absent: Schilling. Abstain: None.

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

October 12, 2021
Springfield, Missouri

The City Council met in special session October 12, 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. Heather Hardinger, Abe McGull, Matthew Simpson, Craig Hosmer, Andrew Lear, and Ken McClure. Absent: Angela Romine, Mike Schilling, and Richard Ollis.

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 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: McGull, Simpson, Hosmer, Lear, Hardinger, and McClure. Nays: None. Absent: Romine, Schilling, and Ollis. Abstain: None.

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

October 04, 2021
Springfield, Missouri

The City Council met in regular session October 4, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call

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

Minutes

The minutes of September 20, 2021 were approved as presented.

Consent Agenda

Anita Cotter, City Clerk noted a request to remove item number 35, Council Bill 2021-252 from Consent Agenda Second Reading Bills. She further noted this item is now 11.5 under Second Reading Bills.

Councilwoman Romine asked for clarification about the use of grant funds on Consent Agenda item 30, Council Bill 2021-259. Jason Gage, City Manager responded the State is allowing the Missouri Highways and Transportation Commission to utilize part of the Community Highway Safety Grant to share the SGF Yields Program with other communities. Councilwoman Romine further inquired if this would be considered a consultant fee. Mr. Gage answered affirmatively, noting it is a form of consultant fee to offset out of pocket fees.

The Consent Agenda was approved as amended.

CEREMONIAL MATTERS

City Manager Report

Jason Gage, City Manager noted Police Officer recruiting has rebounded and should continue to increase. He explained after three months of the new recruiting plan, the Police Department has met and exceeded the first set of goals. Mr. Gage noted the last testing date is October 15, 2021 and there are over 50 applicants ready to test. He further noted as of October 1, 2021, the Police Department has 41 sworn officer vacancies, down from a high of more than 50 this summer. Mr. Gage noted the City will not see the effect of the January 2022 recruit class until they complete their training and are released to solo patrol duty in November of 2022.

Mr. Gage noted Police Chief Paul Williams has provided Council with the latest National Incident-Based Reporting System crime report.

Mr. Gage noted north Springfield's historic Jefferson Avenue Footbridge will soon be given another chance at life. He explained the solicited construction project will involve the complete rehabilitation of the bridge structure. He noted two elevators will be installed on the north and south approaches to bring the bridge into compliance with the Americans with Disabilities Act.

Mr. Gage proclaimed October is Fire Prevention Month. He noted the Springfield Fire Department firefighters are scheduled throughout the community in 53 preschool and elementary classrooms to provide age-appropriate fire and life safety education and skills to keep children safe from fires. He further noted the Fire Prevention Month education program is part of the Springfield Fire Department's comprehensive Community Risk Reduction program, which is focused on the reduction and elimination of risk from fire in the community.

Mr. Gage announced the City of Springfield is one of 10 cities selected by New York University's GovLab to participate in a six-month program supporting local government technology officials in developing data-driven projects for their cities. He explained Springfield's project consists of developing key performance indicators (KPIs) and open data sets across City departments. Mr. Gage noted Danny Perches, Project Facilitator is representing the City of Springfield in the project and notes his goals include finalizing the KPI's and developing a plan to implement them.

Mr. Gage noted the City's SGF Yields Pedestrian Safety Program was given the Missouri Municipal League's highest honor last week in front of an audience of 680 attendees. He further noted Mayor McClure, Cora Scott, Brett Foster, Mandy Buettgen-Quinn and Kristen Milam attended the awards ceremony in St. Louis.

Mr. Gage revealed the City kicked off the Clean Green Springfield Fall edition this past week with more than 100 individuals signed up to help. He noted the spring campaign brought out 1,009 volunteers who helped clean up and green up Springfield. He explained Clean Green is a joint project with the Public Information & Civic Engagement Department, Public Works, and Environmental Services. He noted there are many public partners, including KY3, who are putting substantial promotional support behind this project.

Mr. Gage ended his report with a Clean Green Public Service announcement.

Councilwoman Romine inquired about the officers that were part of the double graduating police academy classes from 20 years ago. She asked what the projected loses from this group are now that they are eligible for retirement in the next couple of years. Mr. Gage voiced he did not have that information available at this time but would gather data to present later.

Councilman Hosmer mentioned recent crimes committed in various neighborhoods by motorcyclists. He commented on how the perpetrators license plates weren't registered or displayed and requested a 10-year citation history from Springfield Police Department for these types of violations. Mr. Gage replied he would gather this requested information to send to Council.

Katie Towns, Director of Health provided an update on COVID-19. She noted last week 50% of eligible Greene County residents are now fully vaccinated. She explained the current vaccination rate stands just under 51%. She noted the research continues to show that increasing the vaccination rate is the best way to reduce the spread of COVID-19 and prevent severe illnesses and hospitalizations. She further noted the

7-day rolling average is 44 individuals per day, down 11% over the past week. Ms. Towns noted while cases are continuing to fall in the area, the Center for Disease Control still classifies our region as an area of high transmission. She expressed our citizens must remain vigilant to continue slowing the spread of this disease and prevent another surge of the Delta variant or another COVID-19 variant. She explained part of this vigilance is ensuring those who are at the highest risk have the most protection as possible. Ms. Towns noted the Missouri Department of Health and Senior Services has authorized booster doses of the Pfizer BioNTech vaccine for high-risk individuals. She explained this authorization includes people who are 65 years and older, residents in long term care facilities, individuals ages 18-64 years with underlining medical conditions, or individuals ages 18-64 who are at increased risk for COVID-19 exposure and transmission because of occupational or institutionalize settings. She explained the Health Department will provide access to those who are eligible to receive a booster, but the department is not able to make individual recommendations. Ms. Towns urged residents who fall into one of those categories and have questions about the risk and benefits of receiving the booster should discuss this with their healthcare provider. Missouri Department of Health and Senior Services does recommend those who are 65 and older, residents of long-term care facilities, and those ages 50-60 years old with underlining health issues receive a booster dose. When visiting a vaccination clinic, anyone wanting to receive a booster dose must self-attest they are in an approved group. She noted those who received their shots between December 2020 and April 2021 are eligible to receive a Pfizer booster shot. She noted Pfizer submitted data on the safety and effectiveness of their vaccine for those in the age category of 5-11 years old. She noted Pfizer is currently seeking authorization from the Food and Drug Administration (FDA), which would allow 23,000 children in Greene County to be vaccinated. Ms. Towns explained the FDA is meeting this month to review the data provided by Pfizer and an authorization could come as soon as the end of October, which means in the coming months more than 120,000 people are expected to seek a vaccine. Ms. Towns announced due to these changes in demand, Springfield is opening a new mass vaccination site.

Ms. Towns thanked the City Manager's office, the Law Department, Finance Department, City Council, and the office of Emergency Management for the work that has made this new site possible.

Councilwoman Romine asked how many people in the hospital are currently unvaccinated. Ms. Towns expressed not having the information readily available. Councilwoman Romine asked if a person gets a COVID shot today and then went into the hospital tomorrow, would that person be considered vaccinated or unvaccinated. Ms. Towns noted those individuals would not be considered fully vaccinated until two weeks after the second dose is administered or two weeks after the one dose of Johnson & Johnson vaccine is given. Councilwoman Romine asked for clarification as to how the partially vaccinated individuals are classified on Ms. Towns report. Ms. Towns noted when an individual has received their first dose, it would be listed under her report as a not fully vaccinated person. She explained the information the Health Department receives does not give a specific level of detailed information regarding fully vaccinated people versus partially vaccinated people like the hospitals receive and chart. Councilwoman Romine asked Ms. Towns for information about the amount of

heart attack and stroke victims within the last three to four years. Ms. Towns noted the Department would work to gather the requested information specifically for Greene County. She further noted this information is available on the Missouri Department of Health and Senior Services website.

Mayor McClure thanked Ms. Towns.

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

**Annexing MoDOT
Right-of-Way**

Sponsor: Romine Council Bill 2021-245.

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 5.11 acres of Missouri Department of Transportation right-of-way, generally located in the 5900 through 6200 blocks of West State Highway 266, and referenced as Annexation A-3-2021, into the City of Springfield.

Council Bill 2021-245. General Ordinance 6686 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, and McClure. Nays: None. Absent: None. Abstain: None.

**Rezoning; 2625
West Delmar
Street, 1025 and
1045 South Clifton
Avenue, and 2620
West Grand Street**

Sponsor: Schilling. Council Bill 2021-246.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.3 acres of property generally located at 2625 West Delmar Street, 1025 and 1045 South Clifton Avenue, and 2620 West Grand Street from Planned Development No. 269 to Planned Development No. 378; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: Simmons First National Bank; 2625 W. Delmar Street, 1025 & 1045 S. Clifton Avenue and 2620 W. Grand Street; PD 378).

Councilman Schilling moved to amend Council Bill 2021-246 by replacing Exhibit A with a revised Exhibit A that is on file with the City Clerk; this would correct the legal description for the property by replacing one with the other listing the corrected legal description.

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

Mayor McClure noted the public hearing for Council Bill 2021-246 will continue on the amendment only until the October 18, 2021 City Council Meeting.

**Municipal Court
Costs**

Sponsor: Hosmer. Council Bill 2021-247.

A general ordinance amending the Springfield City Code, Chapter 42, 'Courts,' Division II, 'Municipal court,' Section 42-41, 'Court costs,' to correspond with changes in state law.

Councilwoman Romine asked for clarification on the fees associated with the proposed. Rhona Lewsader, City Attorney noted the proposed would make the language in the Springfield City Code in compliance with state law. She further noted these are fees the Municipal Court stopped charging citizens when the state law changed. Councilwoman Romine asked how these changes were decided. Ms. Lewsader noted the Office of State Courts Administrator did a review of the Springfield Municipal Courts' fees which prompted a letter asking the City to pass a code revision to amend the court cost section of the Springfield City Code.

Councilman Hosmer asked Ms. Lewsader if an offender is booked in the Greene-County jail but not incarcerated, are they still required to go through the biometric and finger printing process. Ms. Lewsader expressed not having that information available at this time but would contact the Greene County jail for further information. Councilman Hosmer noted the testimonies of citizens regarding crimes that have been recently committed. He expressed the importance of compiling biometric data to keep on file. He noted this information would help show a correlation between offenders that are "booked and released" and those who are "booked and incarcerated".

Council Bill 2021-247. General Ordinance 6687 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

**Purchase of Real
Property; 2131
West Kingsley
Street real property**

Sponsor: Hardinger. Council Bill 2021-248.

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the owners of the property generally located at 2131 West Kingsley Street, to purchase the real property at this location; and authorizing certain other documents and actions in connection therewith.

Council Bill 2021-248. Special Ordinance 27581 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: Romine. Absent: None. Abstain: None.

**Approving and
Accepting GAP
Collaborative to
design and
construct the
Grant Avenue
Parkway Project**

Sponsor: Hosmer. Council Bill 2021-249.

A special ordinance approving and accepting the proposal from the team, GAP Collaborative, as the best value team to design and construct the Grant Avenue Parkway Project; authorizing the City Manager, or his designee, to enter into a contract with the GAP Collaborative team leader, Radmacher Brothers Excavating Company, Inc.; and amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$2,714,000.

Council Bill 2021-249. Special Ordinance 27582 was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

**Amending the
Budget for
Springfield Police
Department; Drug
Task Force**

Sponsor: Lear. Council Bill 2021-252.

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with the United States Postal Inspection Service to allow the Springfield Police Department to participate in the United States Postal Inspection Service Springfield Drug Task Force; and amending the budget of the Police Department in the amount of \$18,649.

This item was removed from the Consent Agenda.

Councilman Schilling expressed his opinion about dedicating one of the Springfield Police Officers to participate with the Springfield Drug Task Force. He expressed concerns about officers assisting with the United States Postal Inspection Service while there is a shortage of community police officers. Jason Gage, City Manager clarified the proposed bill is amending the budget of the Springfield Police Department. He explained this officer is already working with the Springfield Drug Task Force and the proposed is for overtime pay that would not detract from the officers regular working hours.

Paul Williams, Springfield Police Chief noted there is a dedicated narcotics police officer who is already working with the United States Postal Inspection Service Springfield Drug Task Force. He noted the proposed is for the overtime this officer is already working and it is not taking a community police officer away from their normal duties. Councilman Schilling asked if this is the United States Postal Service operation, why is there a Springfield Police Officer needed. Chief Williams noted this is a joint operation between the Springfield Police Department and the Federal Government due to the number of illegal items that are sent through the mail service.

Councilman Hosmer asked if this was to provide more manpower to fight money laundering and drug trafficking through the United States postal service. Chief Williams noted the postal service is dedicating seven postal inspectors out of the Kansas City office and Springfield is part of the overall strategy. Councilman Hosmer inquired if the one Springfield Police Officer and the seven postal inspectors would be enough to maximize the use of resources to combat the number of offenders. Chief Williams explained they would work together to combat illicit activities coming in and out of the region. Councilman Hosmer clarified this would maximize the Springfield Police Departments' efforts by having the postal inspectors assist with criminal conduct.

Mayor Pro Tem Simpson expressed utilizing one full time employee in exchange for the assistance of seven full time employees is a good opportunity to help maximize Springfield's effort to deal with these types of issues.

Chief Williams noted the Police Department has an elected task force officer already working these cases. He further noted the proposed will allow this officer to continue as a designated task force officer which would allow the federal government to pay his overtime rather than the City of Springfield.

Council Bill 2021-252. Special Ordinance 27582 was approved with the following vote: Ayes: Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: Schilling. Absent: None. Abstain: None.

The following bills appeared on the agenda under Resolutions.

**Annexation of
Property; 3284
North Mulroy
Road**

Sponsor: McGull. Council Bill 2021-254.

A resolution declaring an intent to initiate annexation of approximately 2 acres of private property, generally located at 3284 North Mulroy Road, and referenced as Annexation A-5-2021, into the City of Springfield. (Staff recommends approval.) (Vivian L. McKinzie; 3284 N. Mulroy Road; A-5-2021)

Brendan Griesemer, Acting Director of Planning and Development provided an overview of the proposed. He noted this is an annexation request near Mulroy Road and Interstate 44. He explained it is approximately two acres of private property that the property owner has petitioned the City to voluntarily annex into the city limits. He explained this area is adjacent to city limits and is within the urban service area. He noted this land is surrounded on all four sides by the City, and the proposed will initiate the start of the annexation process to include this land.

Councilman Hosmer asked how an area of land becomes surrounded by city limits without becoming part of the City itself during development. Mr. Griesemer explained the original agreement was a voluntary annexation but the property owner, at the time, may not have wanted to be annexed.

Mayor McClure clarified the proposed is the intent to annex the land and will be followed up with the annexation process at a later time.

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

Council Bill 2021-254. Resolution 10599 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

**Amending the
Major
Thoroughfare Plan**

Sponsor: Simpson. Council Bill 2021-255.

A resolution amending the Major Thoroughfare Plan, a portion of the Transportation Plan element of the Springfield-Greene County Comprehensive Plan, by removing two future collectors from Figures 20-2 and 20-9. (Planning and Zoning Commission and Staff recommends approval.)

Dawne Gardner, Transportation Planner provided an overview of the proposed. She explained the Major Thoroughfare Plan is part of a comprehensive plan utilized to determine future roadways and corridors based on land use. She noted the first amendment of property at 5505 West Sunshine Street had been annexed into the City of Springfield and rezoned. She explained after further investigation and consultation with the City of Republic, Greene County, and Ozark Transportation Organization, it was determined this future corridor is not needed based on current land uses in the area. She noted the proposed future collector serves no connectivity purpose and is not needed for traffic relief. Ms. Gardner then explained the amendment to the second property at 3800 West Sunshine Street. She noted the large area has been partially developed and is moving forward with future phases of development. She explained a traffic impact study has been submitted which shows required improvements to existing streets and new street connections if necessary, to maintain safety and traffic flow.

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

Council Bill 2021-255. Resolution 10600 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

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

**Amending General
Ordinance 6662;
Grand Avenue
Parkway District**

Sponsor: Schilling. Council Bill 2021-256.

A general ordinance amending General Ordinance 6662, which rezoned approximately 72.33 acres of property generally located adjacent to Grant Avenue between College Street and Catalpa Street to the Grant Avenue Parkway District, and which is referenced as Zoning Case Z-11-2021, to correct the legal descriptions of Subdistricts B and C within the Grant Avenue Parkway District. (City of Springfield; 465 S. Grant Avenue (Part of the Grant Avenue Parkway District); Z-11-2021-Corrected)

Alana Owen, Senior City Planner provided an overview of the proposed. She noted the previous Council approvals of the creation of the Grant Avenue Parkway District and rezoning of property along Grant Avenue from College Street to Catalpa Street. She explained following those approvals, staff have determined there was an incorrect legal description. She noted part of the property that was included on the map of Subdistrict B was described in the legal description as part of Subdistrict C located at 465 South Grant Avenue. She further noted the proposed is to correct that legal description.

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.

**Intergovernmental Agreement;
Ozarks Technical Community College and City of Springfield Fire Department**

Sponsor: Hardinger. Council Bill 2021-257.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Ozarks Technical Community College for the provision of professional equivalency credit for eligible sworn personnel of the City of Springfield Fire Department.

Mayor Pro Tem Simpson recused himself and exited chambers.

David Pennington, Fire Chief provided an overview of the proposed. He noted this bill would allow the City of Springfield Fire Department and Ozarks Technical Community College (OTC) to enter into an intergovernmental agreement. He further noted this would provide opportunities and guidelines for the establishment of a professional equivalency credit for fire fighters. He explained after an individual has graduated the fire academy, they have a course of work through the professional development programs over the next four years while obtaining additional education certifications. He further explained this would allow professional development to continue for fire fighters while earning a four-year degree.

Councilwoman Hardinger asked if there were any other grants or funding opportunities for individuals who are interested in the program. Chief Pennington noted for this program there are some traditional grants through OTC. He further noted there are also opportunities through Human Resources that employees can explore.

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

Mayor Pro Tem Simpson returned to the dais.

**Wastewater
Service; Mutual
Aid Agreement;
City of Battlefield**

Sponsor: Hosmer. Council Bill 2021-258.

A special ordinance authorizing the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the City of Battlefield for the purpose of continuing to provide contract wastewater service to Battlefield.

Errin Kemper, Director of Environmental Services provided an overview of the proposed. He noted the City of Battlefield historically elected to send their wastewater to the City of Springfield for treatment. He explained this service had been facilitated through a contract that required Battlefield to submit monthly payments for the operation of its sewer systems and allowed Springfield to recover cost associated with the treatment of the wastewater. Mr. Kemper noted under the previous contract, which has been in place since 2000, Battlefield made a monthly payment to Springfield based on the number of individual wastewater users while deducting a percentage of the remittance for on-going maintenance cost. He further noted the contract also required Battlefield to adopt and maintain sewer ordinances consistent with state law. He expressed for the last several decades, this agreement has served both communities well, however following a review of the contract, Springfield has proposed to restructure the contract to provide a more streamlined approach. Mr. Kemper explained under the new contract, Springfield will recover expenses through a per gallon or wholesale user fee. He noted Battlefield will pay Springfield for the quantity of water delivered at point of connection and will continue to enforce rules regarding the sewer system. He noted in addition to the new contract, both parties wish to enter into a mutual aid and assistance agreement which provides terms of mutual assistance in times of emergency, including provisions for reimbursement for equipment, supplies and personnel made available to each party on an emergency basis.

Councilman McGull asked how often the wastewater coming into Springfield from Battlefield is checked for oil type substances. Mr. Kemper noted the wastewater that arrives in aggregate is tested daily through in-flow monitoring. He expressed the wastewater at each point of connection is tested quarterly, at a minimum. He noted each community is responsible for maintaining adequate plumbing, which includes grease traps that must be pumped at a certain frequency.

Councilman Hosmer asked how the proposed was changing the way Springfield billed Battlefield. Mr. Kemper clarified under the old contract each satellite community would pay the City of Springfield the number of users they had, multiplied by the base charge, then individual wastewater usage would be multiplied by the volume charge. He noted this process was cumbersome, so the new contract would avoid this process by adding a meter at each connection point. He noted this would gauge the total flow that comes to Springfield and would be a cleaner way to measure the wastewater.

Mayor Pro Tem Simpson asked if the volume-based charges are set by Springfield and approved by Council, would it not require renegotiation of the contract when those rates change. Mr. Kemper expressed it would not require renegotiation as it becomes a component of the overall rates structure. He noted another cost services analysis will be completed in the future.

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

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

Appeared

Ben Brown addressed City Council. He expressed his support for the Springfield Police Department. He further expressed the importance of the way police officers communicate with citizens. He spoke about his concerns for the safety of the community and offered suggestions of how to alleviate the perceived issues of communications between officers and citizens. He expressed his thought about how police officers could show positive actions toward those in the community and help citizens feel safe.

Councilman Ollis asked Jason Gage, City Manager if there has been any additional conversation about a police consultant for Springfield. Mr. Gage answered affirmatively.

Appeared

Laurel Bryant addressed City Council. She noted the hard work put into making the community strong through place making, beatification, developing diversity within businesses and strong walkable neighborhoods. Ms. Bryant spoke about recent incidents and threats happening within her neighborhood. She noted conversations she has had with individuals within her neighborhood and spoke about the fears associated with growing violence and retaliation from reporting these issues.

Councilman McGull thanked Ms. Bryant for her comments. He acknowledged her concerns about crime and mentioned Councils' upcoming retreat to discuss these issues. He expressed the issue of crime being a growing problem.

Councilwoman Romine spoke about her visit with a business who shared similar concerns about crime. She expressed her support to finding a solution to this issue. She mentioned some neighborhood associations are currently working to form a neighborhood watch program. She noted these programs are struggling to get the required number of volunteers. Councilman Romine asked Chief Williams if it was possible to lessen the threshold of required participants so that the programs can start sooner. Police Chief Williams noted there are currently over 20 neighborhood watch groups within Springfield. He explained this requirement has been lessened to a program of "Block Watch" which allows the established group to look out for issues on their block. He noted this smaller program starts within one block of a neighborhood and can grow block by block as participation increases. He encourages these neighborhoods to talk to their Police Area Representative Officer.

Mayor Pro Tem Simpson thanked Ms. Bryant for her comments. He mentioned previous remarks about issues with motorcycles speeding through neighborhoods. He asked Chief Williams if there is something that could be done to address this issue. Chief Williams noted there are plans in place to work with Highway Patrol and Greene County Sheriff's office to approach these issues.

Councilman Hosmer inquired about the requirements for license plates and registrations for motorcycles in the city limits. He asked what can be done to find those who don't abide by the laws. Chief Williams noted the number of citations written this year regarding expired registrations. He expressed the Police Department is working on a new way of deploying officers more proactively to help address these issues.

Did Not Appear

Josephine Grace did not appear to address City Council.

Appeared

Curt Marshall addressed City Council. He expressed effective public safety is important. He noted the frustrations many individuals have within the community about aggressive and dangerous motorcyclists. He noted vacancies in the Springfield Police Department and the struggle to fill those positions. He expressed his appreciation for the upcoming Council Retreat and for the Police Comprehensive Plan. Mr. Marshall noted the importance of addressing other issues such as education, homelessness, and poverty. He expressed his opinion on the public, private, and non-profit arenas working together to help the community grow.

Mayor Pro Tem Simpson thanked Mr. Marshall for his comments. He expressed the importance of addressing the underlining issues that cause homelessness and poverty. He expressed the importance of finding the structural cause to these issues for long term improvement.

Councilman Ollis thanked Mr. Marshall for his comments. He expressed his agreement about public and private sectors working together to clean up the community and create more job opportunities.

Did not Appear

Rachel Owens did not appear to address City Council.

Appeared

Susan Carter addressed City Council. She expressed her concerns involving health freedoms. She provided background information about recent events happening with the Missouri Legislature. She expressed her frustration and disagreement about the manner at which the government is choosing to address mandatory vaccinations.

Councilman Hosmer asked Ms. Carter about various vaccines. Ms. Carter clarified her stance on each vaccine and expressed her opinion and understanding of the usage of each vaccine.

Appeared

Ambrose Layton addressed the issue of crime in his neighborhood. He told the story of his firsthand experience of crime and expressed his fear from witnessing gun violence outside his home.

Mayor McClure thanked Mr. Layton for speaking with Council. He expressed his sympathies for Mr. Layton's experience.

Councilman Hosmer thanked Mr. Layton for his comments. He noted this issue is being worked on by Council and the Springfield Police Department.

Councilman Ollis commented on the violence witnessed by Mr. Layton. He expressed this recent incident is very troubling and noted he hopes the City can work to handle these types of issues.

Mayor Pro Tem Simpson asked in terms of addressing gun violence, how has staff on the state level affected the City's ability to address gun violence and has it affected the ability to coordinate with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and federal partners. Chief Williams noted staff has not changed how the enforce and pursue criminals with illegal guns. He explained they do not take guns from law abiding citizens. He noted Springfield Police Department still works with the ATF. He further noted additional information will be available during the upcoming Council retreat.

Councilman McGull asked if it was possible to have a police officer in the areas where motorcycle issues are being reported. Chief Williams noted this has been an ongoing issue the Police Department has dealt with for years. He explained the efforts the department has gone through in these situations and how they are continuing to work on these issues. He further noted the nonstop work the Police Department has done to alleviate the problems.

Did Not Appear

Jim Meadows did not appear to address City Council.

Anita Cotter, City Clerk noted Kevin Berry and Mindy Caldwell provided comments that were distributed to members of Council.

Kevin Berry provided a handout regarding his proposed alternative to the COVID-19 vaccine. He provided his contact information should anyone have questions.

Mindy Caldwell provided comments regarding her concern for the community. She provided her opinion on homelessness and suggested ways to combat issues within the foster care system.

The following items appeared on the agenda under New Business.

Andrew Lear will be the employer representative at the upcoming 2021 Missouri Local Government Employees Retirement System (LAGERS) Annual Meeting.

Appointed

Mayor McClure is appointing Andrew Lear to serve as the City Council representative for Springfield Sister Cities Association.

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

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

**Community
Highways and
Transportation
Commission; SGF
Yields Safety
Program**

Sponsor: Lear. Council Bill 2021-259.

A special ordinance authorizing the City Manager, or his designee, to accept federal grant funds in the amount of \$46,000 from a Section 402 State and Community Highway Safety Grant from the Missouri Highways and Transportation Commission to develop a shareable version of SGF Yields, the City's pedestrian safety program; amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in that amount upon award of the grant; and declaring that this bill qualifies as a one-reading bill.

Council Bill 2021-259. Special Ordinance 27584 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

**Accepting the
“Show Me-Zero
Grant”**

Sponsor: Ollis. Council Bill 2021-260.

A special ordinance authorizing the City Manager, or his designee, to accept a ‘Show-Me-Zero Grant’ in the amount of \$8,000 from the Missouri Highways and Transportation Commission to support continuation of the City’s pedestrian safety education program “SGF Yields;” amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in that amount upon award of the grant; and declaring that this bill qualifies as a one-reading bill.

Council Bill 2021-260. Special Ordinance 27585 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

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

**Supplemental
Agreement with
Missouri
Highways and
Transportation
Commission and
TransCore ITS,
LLC**

Sponsor: Simpson. Council Bill 2021-250.

A special ordinance authorizing the City Manager, or his designee, to enter into a supplemental agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC, for continued maintenance of Advanced Traffic Management System software and hardware at the Transportation Management Center of the Ozarks.

Council Bill 2021-250. Special Ordinance 27586 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

**Missouri
Highways and
Transportation
Commission; On
Call Work Zone
Enforcement
Program**

Sponsor: Ollis. Council Bill 2021-251.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Missouri Highways and Transportation Commission to participate in the On Call Work Zone Enforcement Program to provide enhanced traffic enforcement in work zones.

Council Bill 2021-251. Special Ordinance 27587 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

**United States
Postal Inspections
Service;
Springfield Drug
Task Force**

Sponsor: Lear. Council Bill 2021-252.

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with the United States Postal Inspection Service to allow the Springfield Police Department to participate in the United States Postal Inspection Service Springfield Drug Task Force; and amending the budget of the Police Department in the amount of \$18,649.

Council Bill 2021-252 was removed from Consent Agenda Second reading and became item 11.5 under Second Reading Bills.

- Confirmed** Confirm the following appointment to the Board of Equalization: Derek White, with a term to expire April 1, 2026.
- Confirmed** Confirm the following appointment to the Citizens Advisory Committee for Community Development: Brennan Pratt, with term to expire May 1, 2022.
- Confirmed** Confirm the following appointments to the Landmarks Board: Bryan Lenox, with a term to expire November 1, 2023, John Hawkins, with a term to expire November 1, 2022, and Jan Preston, with a term to expire November 1, 2021.
- Confirmed** Confirm the following appointment to the Police Officers' and Fire Fighters' Retirement System Board of Trustees: Charles Munsey, with a term to expire April 30, 2024.
- Confirmed** Confirm the following reappointments to the Springfield- Greene-County Environmental Advisory Board: Barbara Garcia and Krista Peryer, with terms to expire October 1, 2024.
- Confirmed** Confirm the following appointments to the Springfield Greene-County Environmental Advisory Board: Lindsey McDaniel, with term to expire October 1, 2022, and Mark Millsap, with a term to expire October 1, 2024.

END OF CONSENT AGENDA.

- Motion to Adjourn** Councilwoman Romine moved to Adjourn. Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote. Ayes. Romine, McGull, Schilling, Simpson, Ollis, Lear, Hardinger, and McClure. None. Nays. Hosmer. None. Absent. None. Abstain. None. The meeting adjourned at 8:05 p.m.

Prepared by
Lauren M. Fischer

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. X
Pgs. 36
Filed: 09-14-21

Sponsored by: Schilling

First Reading: _____
AMENDED
COUNCIL BILL 2021-246

Second Reading: _____
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 3.3 acres of
3 property generally located at 2625 West Delmar Street, 1025 and 1045
4 South Clifton Avenue, and 2620 West Grand Street from Planned
5 Development No. 269 to Planned Development No. 378; and adopting an
6 updated Official Zoning Map. (Planning and Zoning Commission and Staff
7 recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 2625 West Delmar Street, 1025 and 1045 South Clifton Avenue,
12 and 2620 West Grand Street, and more fully described in "Exhibit A," from Planned
13 Development No. 269 to Planned Development No. 378; and
14

15 WHEREAS, following proper notice, a public hearing was held before the
16 Planning and Zoning Commission on September 9, 2021, a copy of the Record of
17 Proceedings from said public hearing being attached hereto and incorporated herein by
18 this reference as "Exhibit 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
22 this reference as "Exhibit C;" and
23

24 WHEREAS, proper notice was given of a public hearing before City Council and
25 said 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, is hereby rezoned from Planned Development
32 No. 269 to Planned Development No. 378. Springfield Land Development Code,
33 Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended,

34 changed, and modified consistent with this Ordinance.

35
36 Section 2 – The property described in “Exhibit A” of this Ordinance shall be
37 subject to the requirements and standards included in “Exhibit 1,” which is attached to
38 and a part of “Exhibit C” and is incorporated herein by this reference; and these
39 requirements and standards shall govern and control the use and development of the
40 land in Planned Development No. 378.

41
42 Section 3 – City Council hereby directs the City Manager, or designee, to update
43 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
44 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
45 Springfield Land Development Code, Section 36-306, ‘Official zoning maps and rules of
46 interpretation.’

47
48 Section 4 – The Official Zoning Map herein adopted shall be maintained and
49 archived in the same digital form in which this Council has approved its adoption.

50
51 Section 5 – This Ordinance shall be in full force and effect from and after
52 passage.

53
54 Passed at meeting: _____

55
56 _____
57 Mayor

58
59 Attest: _____, City Clerk

60
61 Filed as Ordinance: _____

62
63 Approved as to form: Jill Bennis, Assistant City Attorney

64
65
66 Approved for Council action: Jason A. Hays, City Manager
67

SUPPLEMENTAL EXPLANATION TO AMENDED COUNCIL BILL 2021-246

FILED: 10-04-21

ORIGINATING DEPARTMENT: Law

REMARKS: "Exhibit A" of Council Bill 2021-246 set out an incorrect legal description for the property to be rezoned to Planned Development 378. At the October 4, 2021, City Council meeting, City Council amended Council Bill 2021-246 by replacing "Exhibit A" with a revised "Exhibit A" that set out the correct legal description.

Submitted by:


Rhonda Lewsader, City Attorney

EXPLANATION TO AMENDED COUNCIL BILL 2021 – 246

FILED: 09-14-21

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 3.3 acres of property generally located at 2625 West Delmar Street, 1025 and 1045 South Clifton Avenue, and 2620 West Grand Street from Planned Development No. 269 to Planned Development No. 378. (Planning and Zoning Commission and Staff recommend denial.)

BACKGROUND INFORMATION: PLANNED DEVELOPMENT DISTRICT NO. 378

The applicant is proposing to rezone approximately 3.3 acres of property generally located at 2625 West Delmar Street, 1025 and 1045 South Clifton Avenue, and 2620 West Grand Street from Planned Development No. 269 to Planned Development 378. The applicant intends to develop independent senior housing in a multi-family development not to exceed 32 dwelling units per acre.

The proposed PD has several changes from the current PD 269.

- a) There is no longer a requirement for a mixed-use development on Lot 4; however, the same residential and commercial uses are permitted on Lot 4. Lot 1 was to be developed commercially and the proposed PD will allow it to be developed residentially or commercially. The preliminary development plan submitted is for a senior housing multi-family development.
- b) Off-street parking for independent senior housing is proposed to be one space per dwelling unit.
- c) A reduction of 5% on the open space requirements for residential development. The new open space requirement of 25% will still exceed the standard open space requirement of 20% in the other multi-family districts.

REMARKS:

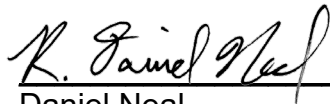
The Planning and Zoning Commission held a public hearing on September 9, 2021, and recommended to approve the proposed Planned Development No. 378, by a vote of 9 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. While the *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Light Industrial, Office and Office-Warehouse; however, this area was rezoned to Planned Development No. 269 in 2004 to encourage a variety of residential and mixed-use developments. The proposed PD will allow residential development consistent with uses that already exist in the neighborhood.
2. This application is consistent the *Plan* which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The proposed Planned Development has design guidelines that require structures to display a similar level of quality on all building facades as surrounding structures reducing any potentially negative impact to the surrounding neighborhoods.

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 and comments
- Attachment 3, Multi-Family Design and Location Guidelines

PLANNED DEVELOPMENT 378 EXHIBITS:

- Exhibit 1, Planned Development Ordinance Text
- Exhibit 2, Preliminary Development Site Plan

Exhibit A

**LEGAL DESCRIPTION
PLANNED DEVELOPMENT 378**

All of Lots 1 and 4 of the Scenic Station Final Plat, a subdivision recorded in plat book ZZ page 107 in the City of Springfield, Greene County, Missouri.

Exhibit B

RECORD OF PROCEEDINGS PLANNED DEVELOPMENT 377 Planning and Zoning Commission – September 9, 2021

Planned Development 378

2625 West Delmar Street, 1025 & 1045 South Clifton Avenue and 2620 West Grand Street

Applicant: Simmons First National Bank

Mr. Hosmer stated that this a request to rezone approximately 3.3 acres of property generally located at 2625 W. Delmar Street from Planned Development 269 to Planned Development 378. The Comprehensive Plan designates this property as appropriate for Light Industrial, Office and Office-Warehouse; however, this area was rezoned to Planned Development No. 269 in 2004. The applicant intends to develop independent senior housing in a multi-family development not to exceed thirty-two (32) dwelling units per acre. The Transportation Plan classifies Grand Street as a Primary Arterial and Clifton and Delmar Street as a Local roadway. A Traffic Impact Study was submitted for these two lots when the property was zoned as PD 269 for multi-family and commercial uses. The property is not located in a FEMA designated floodplain or sinkhole area. A fee in lieu of on-site stormwater detention is not applicable because detention is already provided. The proposed PD's changes from the current PD 269 are:

- There is no longer a requirement for a mixed-use development on Lot 4; however, the same residential and commercial uses are permitted on Lot 4. Lot 1 was to be developed commercially and the proposed PD will allow it to be developed residentially or commercially. The preliminary development plan submitted is for a senior housing multi-family development.
- Off-street parking for independent senior housing is proposed to be one space per dwelling unit.
- A reduction of 5% on the open space requirements for residential development from the original PD. The new open space requirement of 25% will still exceed the standard open space requirement of 20% as in the multi-family districts.

The proposed Planned Development will have the same design guidelines and generally retain the cross accesses as originally designed in the current PD 269. The proposed reduction in parking for independent age restricted senior housing has a lower demand on parking. This request is consistent with Multi-Family Location and Design guidelines and scored for a density of up to 28 dwelling units per acre. The applicant is proposing a maximum density of 32 dwelling units per acre. Staff supports this request as the proposed age-restricted senior housing's lower impact on public and onsite infrastructure and the higher density which is allowed by the guidelines. Staff recommends approval.

Mr. Bill Knuckles as for clarification on the dwelling units per acre and if regulations allow for any increase. He also asked about the on-street parking.

Mr. Bob Hosmer noted the guidelines allows flexibility for up to 32 units per acre for senior housing and noted that they will be allowed to park along the sides on the street and this is public parking, stating that the City allowed the parking as part of the Planned Development.

Mr. Doennig opened the public hearing.

Mr. Matthew Kriete, Columbia, MO representing the developer, noting the same design guidelines as the original Planned Development 269 and will be able to accommodate the water quality per staff comments. The on-street parking the ordinance allows it but they are putting 146 parking stalls and don't believe that they will exceed the one-on-one parking and here to answer any questions.

Mr. Bruce Colony asked about the stormwater issue and to make the developer aware of the sensitive nature of concern.

Mr. Matthew Kriete noted they are aware of size (large) of the detention and believes that it can accommodate access stormwater.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Planned Development 378 (2625 West Delmar Street, 1025 & 1045 South Clifton Avenue and 2620 West Grand Street). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.

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

Bob Hosmer, AICP
Planning Manager

Exhibit C

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

September 9, 2021

September 20, 2021

CASE: Planned Development 378

ACRES: Approximately 3.3 acres

LOCATION: 2625 W. Delmar Street, 1025 & 1045 S. Clifton Avenue and 2620 W. Grand Street

EXISTING LAND USE: Undeveloped land

APPLICANT: Simmons First National Bank

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

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 3.3 acres of property generally located at 2625 W. Delmar Street from Planned Development No. 269 to Planned Development 378.

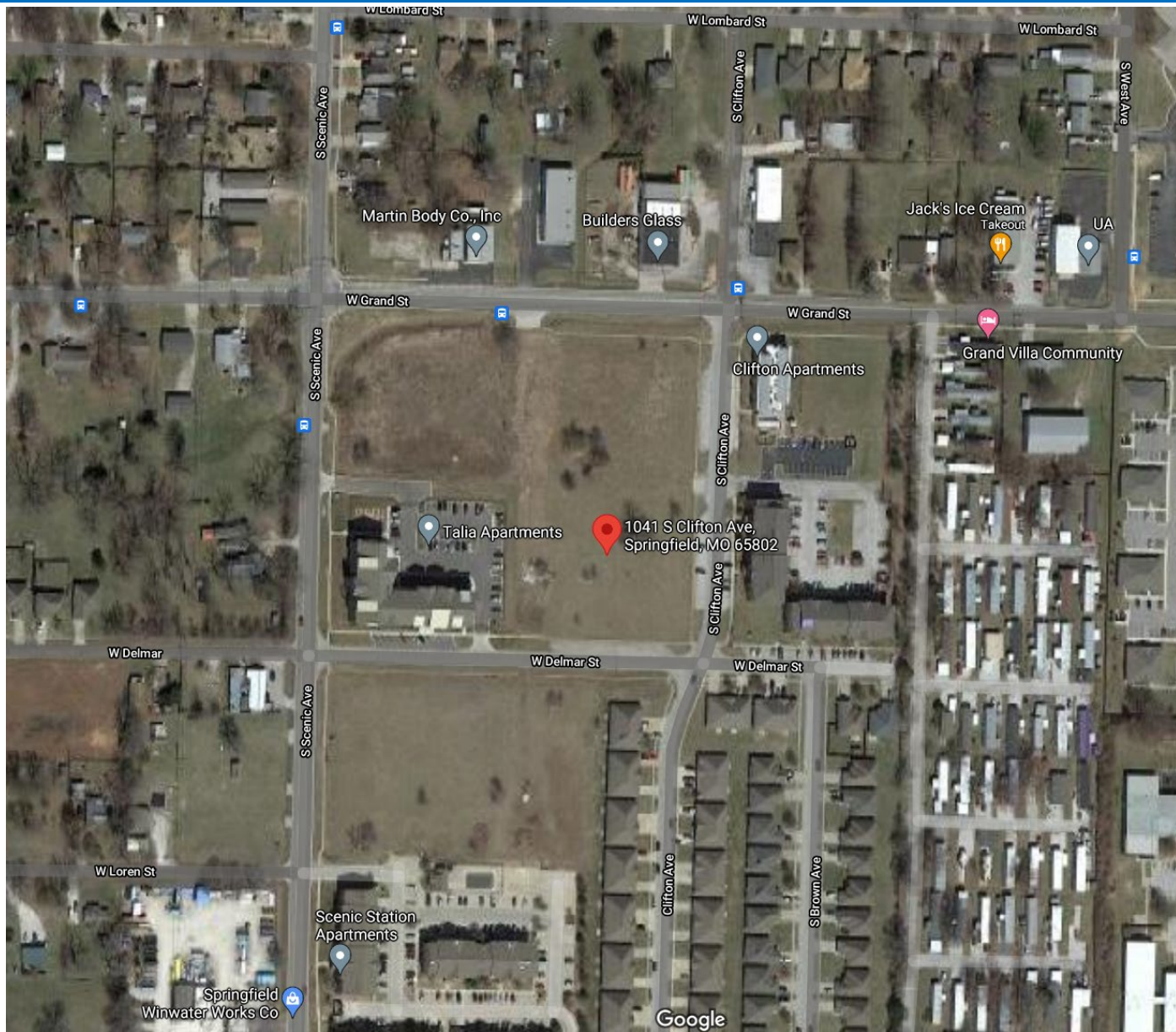
FINDINGS FOR STAFF RECOMMENDATIONS:

- 1) The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Light Industrial, Office and Office-Warehouse; however, this area was rezoned to Planned Development No. 269 in 2004 to encourage a variety of residential and mixed-use developments. The proposed PD will allow residential development consistent with uses that already exist in the neighborhood.
- 2) This application is consistent the *Plan* which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
- 3) The proposed PD has design guidelines that require structures to display a similar level of quality on all building facades as surrounding structures reducing any potentially negative impact to the surrounding neighborhoods.
- 4) The proposed PD meets the Revised Multi-Family Location and Design Guidelines.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	LI	PD 269	PD 269	PD 269
LAND USE	Commercial and Industrial uses	Single-family uses and undeveloped land	Multi-family residential uses	Multi-family residential and common area uses

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



STREET VIEW:





PROPERTY HISTORY:

The subject properties are currently zoned Planned Development District No. 269 and have been since 2004. Planned Development No. 269 was designed as a mixed-use development with a variety of housing types. The subject properties were also final platted as lots in Scenic Station Subdivision in 2004.

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 PD 378
Use Limitations	1) All uses shall operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance. 2) No use shall emit an odor that creates a nuisance as determined by Springfield City Code.
Maximum Structure Height	4 stories
Minimum open space	25 percent for residential development and 20 percent for non-residential development
Maximum impervious area	75 percent for residential development and 80 percent for non-residential development
BULK PLANE	BUFFERYARD AND LANDSCAPING
No bulk plane, however, the PD limits structures to 4 stories in height.	None.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for Light Industrial, Office and Office-Warehouse; however, this area was rezoned to Planned Development No. 269 in 2004 to encourage a variety of residential and mixed-use developments. The proposed PD will allow residential development consistent with uses that exist.

The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. Some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents. This application is consistent with these recommendations by proposing a variety of housing types within the development dispersed throughout the site rather than large buildings

The *Major Thoroughfare Plan* classifies W. Grand Street as a primary arterial roadway, W. Delmar as a residential local roadway and S. Clifton as a residential local roadway.

STAFF COMMENTS:

- 1) The applicant is proposing to rezone approximately 3.3 acres of property generally located at 2625 W. Delmar Street from Planned Development No. 269 to Planned Development 378. The applicant intends to develop independent senior housing in a multi-family development not to exceed thirty-two (32) dwelling units per acre.
- 2) The proposed PD's changes from the current PD 269 are:
 - a) There is no longer a requirement for a mixed-use development on Lot 4; however, the same residential and commercial uses are permitted on Lot 4. Lot 1 was to be developed commercially and the proposed PD will allow it to be developed residentially or commercially. The preliminary development plan submitted is for a senior housing multi-family development.
 - b) Off-street parking for independent senior housing is proposed to be one space per dwelling unit.
 - c) A reduction of 5% on the open space requirements for residential development from the original PD. The new open space requirement of 25% will still exceed the standard open space requirement of 20% as in the multi-family districts.
- 3) The proposed development requires a Multi-Family Location and Design Guidelines assessment. This request is consistent with the guidelines and scored for a density of up to 28 dwelling units per acre. The applicant is proposing a maximum density of 32 dwelling units per acre. Staff may consider a recommendation of a higher density than that determined by the matrix calculation when much higher density exists or is planned/approved for area, the proposal a small site "sandwiched" between higher intensity uses and the proposal for age-restricted senior living. Staff also supports this request as the infrastructure and proposed independent senior housing allows for higher densities than prescribed by the assessment. It's important to note, the current PD 269 does not restrict the residential density on Lot 4 as part of a mixed-use development and Lot 1 was planned to be developed commercially which could be much more intense than the proposed multi-family development.
- 4) The proposed Planned Development will have the same design guidelines as the current PD 269 which states: "Structures within Lots shall display a similar level of quality on all building facades as surrounding structures. Entry doors shall be provided from both the streets and the parking lots to the businesses and multi-family dwellings. These entryways shall be differentiated from the rest of the building to define the entry and avoid a hole in the flat face of the building."
- 5) Cross accesses as originally designed in the current PD 269 shall be generally retained; however, because the proposed development is proposing to reduce the driveway widths then portions of the cross-access easement area will need to be relinquished if they are to be used as parking or landscaped areas.
- 6) This application is proposing a reduction in parking for independent senior housing. The applicant has provided additional information to show that senior housing has a lower demand on parking.
- 7) There are no bufferyards or bulk plane requirements for the proposed development because the applicant is proposing a multi-family residential development and the adjacent properties are also developed as multi-family residential.
- 8) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on August 19, 2021 regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 18 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with PD language or site plan. Since building footprints as shown will no longer conflict with platted access/utility easements, CU would prefer to retain them. Note: Individual water meter configurations may not be provided exactly as shown. Contact Josh @ 417-831-8816 as needed.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION COMMENTS:

No objection to the rezoning case, however, we have the following comments about the submitted plans (refer to changemarks on sheet C2.01):

1. There is an additional manhole and associated sewer mains not shown on the utility plan. The new lateral will need to be installed with tracer wire and a cleanout at the R/W line.
2. The 6-inch lateral will need to tap the main. Connections directly into manholes are not allowed. Need to determine whether or not the street can be open cut. If not, the lateral will have to be bored with tracer wire and a cleanout at the R/W line.
3. If submitted as a public improvement plan, those plans would need to be constructed or escrowed before a building permit was issued. There would be a 5.34% engineering and inspection fee required to file the plans once approved.
4. When a building permit is issued, there will be sewer impact permit fees required based on the side and number of water meters according to city code section 120.240.

FIRE DEPARTMENT COMMENTS:

The interior drive aisles closest to each building shall be 26 feet in width for aerial apparatus parking positions and all turns shall be 28 feet inside turn radius. (2018 IFC Appendix D).

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both W. Grand Street as a Primary Arterial and both S. Clifton Avenue and W. Delmar Street as Local roadways. The standard right-of-way width for W. Grand Street is 50-feet from the centerline and 25-feet from the centerline for both S. Clifton Avenue and W. Delmar Street. It appears no additional right-of-way is needed along W. Grand Street, S. Clifton Avenue or W. Delmar Street. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be built within the required right of way. W. Grand Street, S. Clifton Avenue and W. Delmar Street are all city- maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for W. Grand Street is 5,990 vehicles per day. There are no traffic counts for S. Clifton Avenue or W. Delmar Streets as they are classified as Local roadways. On-street parking is not allowed along W. Grand Street but is allowed along S. Clifton Avenue and W. Delmar Street.

DRIVEWAY ACCESS

There is currently one driveway access point to the property from S. Clifton Avenue and a shared driveway access to the property from W. Grand Street. Any additional access will be required to meet City of Springfield spacing standards specified in Chapter 98 of City Code.

SIDEWALK

There is existing sidewalk along the property frontage of W. Grand Street, S. Clifton Avenue and W. Delmar Street.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along W. Grand Street within the area of the property.

IMPROVEMENTS

A Traffic Impact Study was submitted when the property was zoned as PD 269 and the Traffic Study was based on multi-family and commercial for these two lots. This is consistent with the proposed development in this rezoning.

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. Grand Street	Primary Arterial	No	60	50
Street 2	S. Clifton Avenue	Local	Yes	38	25
Street 3	W. Delmar Street	Local	Yes	35	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		18	22	240	
*Proposed Trips Generated		18	22	240	
Additional Trips Generated		0	0	0	

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION COMMENTS:

The property is in the **Wilsons 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 **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. 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. Water quality needs to be provided onsite for all of the impervious areas (including the buildings). The plan submitted shows what appears to be an underground storm drain collecting building downspouts on the east and south side of the buildings and directly connecting it into the stormwater system in Clifton Ave. which bypasses the bioretention shown. This is not permissible. Stormwater runoff from the buildings must be routed through the bioretention or some other SCM.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD 269 to PD 378
(existing zoning) (proposed zoning)
2. Meeting Date & Time: August 19, 2021 4:00-6:30 pm
3. Meeting Location: The Diamond Room, 2340 W Grand Street, Springfield, Missouri
4. Number of invitations that were sent: 124
5. How the mailing list was generated: City of Springfield - Andrew Menke
6. Number of neighbors in attendance (attach a sign-in sheet): 2
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

The two neighbors in attendance were concerned the project was on Lombard Street. Once they were informed of the correct location, they mentioned they liked the project and location. They see the need for additional multi-family housing in the area.

There are no issues to address based on verbal comments received.

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

No written comments were received.

I, Matthew Kriete (print name), attest that the neighborhood meeting was held on August 19, 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

Matthew A. Kriete

Printed name of person completing affidavit

Delmar Meadows Neighborhood Meeting Sign-In Sheet

August 19, 2021

Name:	Name:
Mark Wolansky 2534 Lombard St	
Tanja Duvaul "	

The Diamond Room (2340 W Grand Street, Springfield, Missouri)

DEPARTMENT COMMENTS:

ATTACHMENT 3 MULTI FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINES ASSESSMENT

According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 13 points, thus permitting a housing density of 25-28 dwelling units/acre. The applicant is requesting approximately 100 one- and two-bedroom independent senior housing apartments which equates to approximately 32 dwelling units per acre for the 3.3 acres of property. Staff may consider a recommendation of a higher density than that determined by the matrix calculation when much higher density exists or is planned/approved for area, the proposal a small site “sandwiched” between higher intensity uses and the proposal for age-restricted senior living. Below is an analysis of the five categories used to calculate the Matrix score.

- A. Land Use Accessibility (1/3 points)
One point was given for land use accessibility. There is neighborhood retail mix located within a ½ mile.
- B. Connectivity Analysis (2/5 points)
Two out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes, roadways and sidewalk connectivity.
- C. Road Network Evaluation (1/2 points)
One point was given for the road network evaluation.
- D. Design Guidelines (6/6 points)
A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.
 - 1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development. Lighting sources or luminaries that have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.
 - 2. Building Scale and Articulation – Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan.
 - 3. Building Orientation and Interior Landscaping – Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.
 - 4. Avoidance of Blank Walls along pedestrian circulation areas – Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan.

5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.
6. Useable Recreational Area/Facility – A minimum of 15% usable recreational area or facility is required.
7. Amenities – The development will have two patio areas for outdoor activities, a community room and fitness/exercise room internal to the buildings as shown on the site plan.
8. Preservation of Trees – All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the site plan, MFM design guidelines and other city ordinances.

E. Opportunities and Constraints

1. How much higher density exists or is planned/approved for area? The existing PD 269 doesn't put a limit on density for Lot 4 which was planned as a mixed-use development. The other multi-family lots in the current PD have maximum densities of 29 dwelling units per acre. Lot 1 was to be developed commercially so the proposed independent senior housing is far less intense.
2. Is the proposal a small site "sandwiched" between higher intensity uses? Lot 1 currently only allows commercial development and Lot 4 only allows a mixed-use development with no maximum residential density. The properties to the east and west have maximum residential densities of 26 and 29 du/ac respectively.
3. Is the proposal for age-restricted senior living? Yes, the applicant is proposing independent senior housing with approximately 100 dwelling units.

DENSITY: The assessment criteria resulted in a total of 13 points for a maximum density of 28 dwelling units per acre. The applicant is requesting a density of 32 dwelling units per acre.

EXHIBIT 1
Requirements and Standards Applicable to
Delmar Meadows Planned Development District

No building or other permits may be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

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

DEFINITIONS: For purposes of this ordinance, the following definitions shall apply:

Lot 1 and Lot 4: Lots 1 and 4 of the Scenic Station Subdivision, recorded in plat book ZZ page 107 in the City of Springfield, Greene County, Missouri.

Density: The number of dwelling units per unit of land normally expressed as dwelling units per acre. Gross density includes all the land within the boundaries of the particular area including land that may eventually be devoted to streets, public lands and common area. Net density excludes streets, public lands and common area and its calculation shall generally be based on a tract(s) of record satisfying the requirements of Chapter 36, Article II, Subdivision Regulations, Code of the City of Springfield.

Dwelling Unit: One or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

Dwelling, Attached: A one-family dwelling attached to two or more one-family dwellings by common vertical walls.

Dwelling, Detached: A dwelling which is not attached to any other dwelling by any means.

Dwelling, Multifamily: Attached dwellings, involving no horizontal subdivision of land, shall be treated as multifamily dwellings.

Dwelling, Single-family Detached: A dwelling which is designed for and occupied by not more than one family and is surrounded by open space or yards and which is not attached to any other dwelling by any means.

Dwelling, Semidetached: A one-family dwelling attached to one other one-family dwelling by a common vertical wall and each dwelling located on a separate lot. These units are also referred to as twinhouses or patio homes.

Dwelling, Patio Home: A one-family dwelling on a separate lot with open space setbacks on three sides and a court. Patio homes may be attached to similar homes on adjacent lots and still satisfy this definition. Also known as zero lot line homes.

Floor Area, Gross: The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including parking or loading spaces for motor vehicles. The gross floor area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, lobbies or entry areas, whether closed or enclosed and shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.

Impervious Surface: Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of storm water.

Impervious Surface Ratio (ISR): The proportion of the site covered by impervious surfaces, and shall be determined as follows:

$$ISR = \frac{\text{Area covered by impervious surfaces}}{\text{Total site area}}$$

Open Space: Any unoccupied space on a lot that is unobstructed to the sky except for the ordinary projection of cornices and eaves. Open space shall not include areas covered by structures, decks, porches, parking areas, driveways, internal streets and other forms of impervious surface.

Open Space Ratio (OSR): The proportion of a site covered by open space which shall be determined as follows:

$$OSR = \frac{\text{Area covered by open space}}{\text{Total site area}}$$

Vehicular Use Area: That portion of a lot that is used by vehicles for access, circulation, parking and loading and unloading. It comprises the total of circulation areas, loading and unloading areas, and parking areas.

USES PERMITTED: The following uses shall be permitted in Lots 1 and 4:

1. Administrative and Professional Offices. Offices of firms or organizations providing professional, management or administrative services. Typical uses include abstract services, advertising agencies, data processing services, travel agencies, law offices, architectural and engineering offices, and general business and administrative, corporate offices and artist and photographic studios.
2. Finance, Insurance and Real Estate Services: Establishments primarily engaged in the provision of financial, insurance, real estate, security brokerage and other similar activities. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include banks, insurance agencies, real estate firms, securities brokerage establishments, savings and loan institutions and other similar uses.
3. Medical Offices and Medical Support Activities such as offices for doctors and dentists and medical laboratories along with incidental administrative activities.
4. Retail Uses. For purposes of this ordinance, the following uses shall be classified as retail:
 - a. General Retail Sales. Establishments involved in the onsite retail sales of goods and merchandise for personal or household use. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage. Typical uses include department stores, apparel stores, antiques shops, bicycle shops, bookstores, cosmetic shops, candy stores, confectionery stores, costume rental, dry goods stores, drugstores, florist or flower shops, furniture stores, garden supply shops, hardware stores, hobby shops, jewelry stores, pet stores, photographic supply stores, radio and television sales, shoe stores, sporting goods stores, stationery stores, toy shops, variety stores, wallpaper stores, wig shops and other similar retail sales.
 - b. Convenience Sales and Personal Services. Establishments primarily engaged in the provision of frequently needed goods and services. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include barber shops, beauty shops, bakeries, delicatessens, pharmacies, dry cleaning and laundry establishments, self-service laundries, newsstands, repair shops and other similar uses.
 - c. Eating and Drinking Establishments: Establishments or places of business primarily engaged in the sale of prepared foods and/or beverages for on-premise consumption. Drive-thru facilities designed to expedite customer services are permitted. Curb service facilities are prohibited. Typical uses include restaurants, cafeterias, coffee shops, bars and taverns.

- d. Business Support Services: Establishments primarily engaged in the provision of services of a clerical, employment, protective or processing nature to firms and individuals and where the storage of goods or equipment other than as samples or as necessary for daily operation is prohibited. Such activities are to be conducted within the confines of an enclosed structure with no outdoor sales or storage. Typical uses include secretarial services, telephone answering services, copying and blueprint services, drafting services, office supply stores, and computer sales and services.
 - e. Recreation Facilities: Establishments providing recreational activities open to the general public on a commercial basis. Such activities shall be entirely conducted within an enclosed structure. Typical uses include billiard parlors, athletic clubs, health spas and other similar activities.
 - f. Specialty Retail: Small scale retail establishments engaging in the sale of specialty and personal items. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include book stores, card shops, jewelry shops, gift stores, clothing shops, flower shops, tobacco shops, arts and craft shops, sporting goods shops, art shops and photographic shops.
5. Residential Use
- a. Attached dwellings such as townhouses.
 - b. Residential condominiums.
 - c. Multifamily dwellings.
6. Accessory uses incidental to residential development designed for and available to residents but not open to the public on a common basis. Typical uses include administrative offices for project management not exceeding one thousand (1000) square feet, model units, carports, garages, maintenance buildings, and gate houses.
7. Community and recreational facilities incidental to residential development designed for and available to residents but not open to the public on a commercial basis. Typical uses include community centers, swimming pools, tennis and basketball courts, health clubs, etc.

USE LIMITATIONS:

1. All uses shall operate in accordance with the noise standards contained in *Section 36-485 of the Springfield Zoning Ordinance*.
2. All activities or permitted uses shall be conducted within a completely enclosed building, except:
 - a. Automobile parking lots;
 - b. Accessory permitted drive-in, pick-up and drive-thru facilities;
 - c. Accessory seasonal outdoor sales and related storage; and
 - d. Accessory outdoor garden supply sales and storage.
 - e. Recreational uses.
3. Screening and fencing shall be provided in accordance with *Section 36-480 of the Springfield Zoning Ordinance*.

INTENSITY OF DEVELOPMENT: Development shall adhere to the following:

1. The maximum gross residential density for development is thirty-two (32) dwelling units an acre.

BULK, AREA AND HEIGHT REQUIREMENTS: Development shall adhere to the following:

1. The intent of the following setbacks is to provide for development that is in substantial conformance with that as shown on Exhibit 2 with the buildings placed up to the street with the parking generally placed to the rear of the building(s).

The following building setbacks are required:

- a. Lot 1: Maximum fifteen (15) foot setback along Clifton and Grand. A minimum of twenty (20) foot setback along the west boundary. No setback required on the south boundary.
- b. Lot 4: Maximum fifteen (15) foot setback along Clifton and Delmar. A minimum of twenty (20) foot setback along the west boundary. No setback required on the north boundary.

The following vehicular use area, excluding drives to adjoining streets, setbacks are required:

- a. Lot 1: Minimum fifteen (15) foot setback along Clifton and Grand.
 - b. Lot 4: Minimum fifteen (15) foot setback along Clifton and Delmar.
- 2. No structure shall exceed 4-stories tall.
 - 3. The maximum impervious surface ratio shall not exceed 0.80 for non-residential development.
 - 4. The maximum impervious surface ratio shall not exceed 0.75 for residential development.

REQUIRED IMPROVEMENTS. Public and private improvements are necessary to adequately accommodate the intensity of development proposed in this District. The improvements shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements. The applicant or subsequent owners shall include with the Final Development Plan(s) a schedule for completion of the required improvements. Prior to building permits being issued to the applicant, or subsequent owners:

- A. The required improvements shall be constructed; or
- B. Assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

No certificate of occupancy shall be issued lot any structure within this District, or phase of the development, unless:

- A. The required improvements are completed prior to occupancy of the structures; or
- B. The Director of Public Works has determined that such required improvements, if not completed, have little or no effect on the occupancy of the facility or conditions beyond the control of the contractor, i.e., strikes, weather, etc., have delayed the completion of the improvements.

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

Improvements necessary to adequately accommodate the intensity of development proposed in this District include the following:

1. The property must be replatted, by a separate action by the Planning and Zoning Commission and City Council concurrent with or prior to the development as shown in the Preliminary Development Plan with building across lot lines.
2. Sidewalks in accordance with Public Works standards are also required along all public streets. Private sidewalks within the development, must connect to the public sidewalk system at appropriate and convenient locations.

ACCESS TO PUBLIC THOROUGHFARES: Development shall adhere to the following:

Access to adjoining public thoroughfares shall be situated in substantial conformance with Exhibit 2.

OFF-STREET PARKING: Development shall adhere to the following:

1. Shall conform with Section 36-455 from the Springfield City Code, except as follows. One off-street parking space for each independent senior dwelling unit shall be permitted.
2. Angled head-in parking or loading zones shall be allowed on the south and east sides of Lot 4, and the east Lot 1.

SIGNS: Development shall adhere to the following:

1. All signage within the Planned Development shall be monument type signs.
2. Off-premise signs, as defined by the City sign code, are prohibited.
3. All other provisions Of the Springfield Zoning Ordinance for signage permitted for business areas shall be complied with.

PERIMETER TREATMENT: Development shall adhere to the following:

1. Bufferyards in accordance with *Section 36-482 of the Springfield Zoning Ordinance* are required on the west side of Lot 1 and 4.
2. Screening and fencing, and landscaping requirements for off-street parking and vehicular use areas is required in accordance with Sections 36-482 of the Springfield Zoning Ordinance in effect at the time of development.
3. No structures, signs, mechanical equipment, vehicular use areas (except those drives required to provide access to adjoining public thoroughfares) are permitted within these bufferyards. The surface of these bufferyards, or other required landscaped areas, shall be maintained with a living ground cover.

4. Waste cans, dumpster units, or other forms of litter control and refuse disposal devices shall be placed within the district where they are least visible from a public street or adjoining properties. Screening of these devices, in the form of a sight-proof fence or call, shall be provided. These devices may not occupy parking spaces required by this exhibit.
5. A landscape plan, showing conformance with these requirements, shall be submitted with the final development plan.

EXTERIOR LIGHTING: Development shall adhere to the following:

The purpose of this section is to regulate the spillover and glare on operators of motor vehicles, pedestrian and land uses in the proximity of the light source. With respect to motor vehicles in particular, safety considerations form the basis of the regulations contained herein. In other cases, both the nuisance and hazard aspects of glare are regulated. This section is not intended to apply to public street lighting, signs or seasonal displays.

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

DESIGN REQUIREMENTS: Development shall adhere to the following:

1. Structures within Lots shall display a similar level of quality on all building facades as surrounding structures. Entry doors shall be provided from both the streets and the parking lots to the businesses and multi-family dwellings. These entryways shall be differentiated from the rest of the building to define the entry and avoid a hole in the flat face of the building.
2. Building elevations, showing compliance with these requirements and detailing the architectural elements, shall be submitted with the final development plans.
3. All applicable Design Guidelines of Section 5.7 of the Revised Multi-Family Location and Design Requirements shall be met for the development as a whole.

MAINTENANCE OF COMMON AREAS AND FACILITIES: Development shall adhere to the following:

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

PHASING: Development shall adhere to the following:

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

FINAL DEVELOPMENT PLAN. A final development plan, showing conformance with the requirements of this exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit. Development of this district shall be in accordance with the approved final development plan.

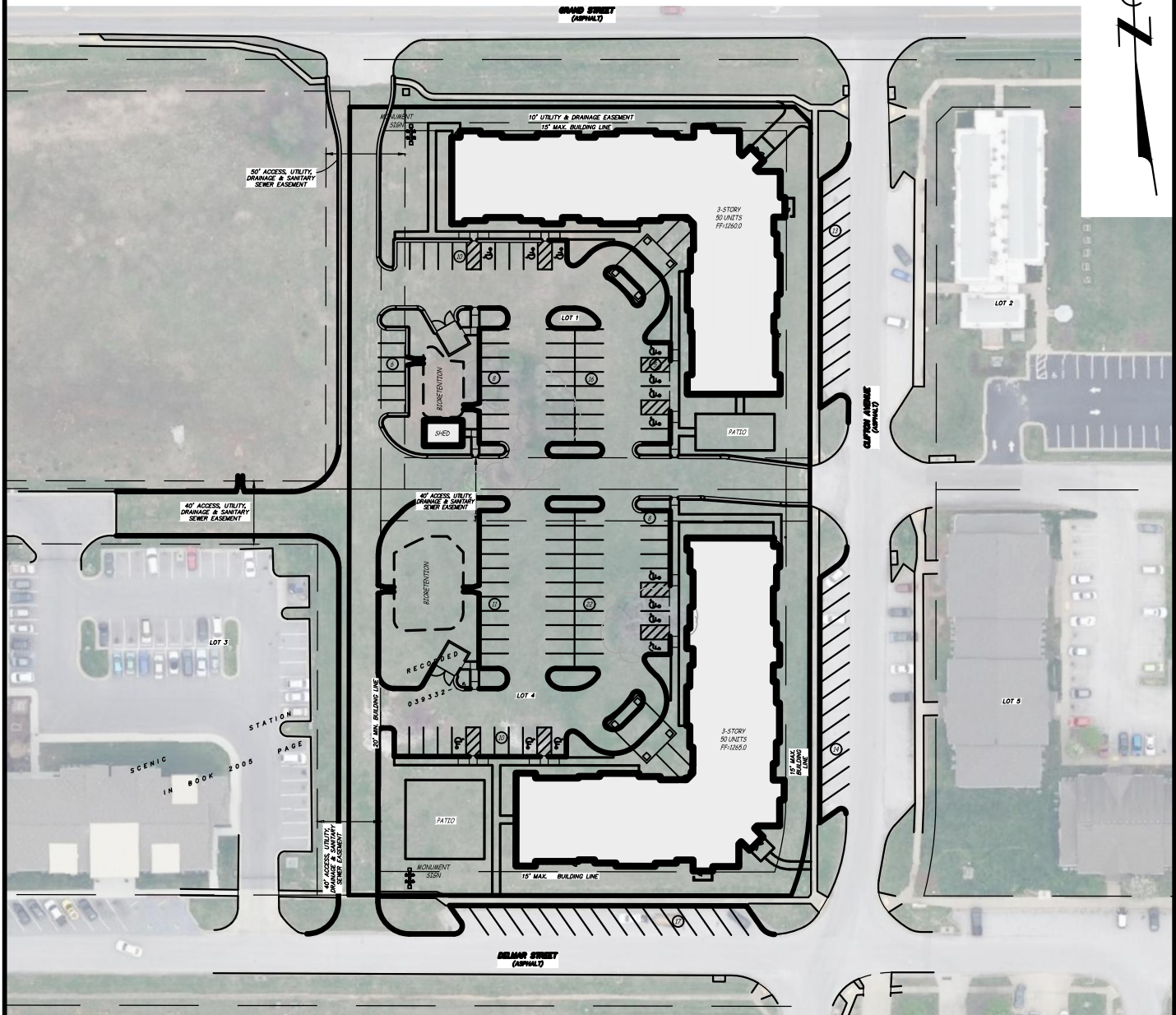
1. The Administrative Review Committee is hereby authorized to, acting jointly, approve the final development plan(s) for Lots provided such plan substantially conforms to the provisions of the ordinance.

The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

- a. Any uses within the district other than those specifically prescribed by the ordinance.
- b. Any increase in the intensity of use permitted within the district.
- c. Any deviation from the height and setback standards prescribed by the ordinance.
- d. Any reduction in the required parking prescribed by the ordinance.

PROPOSED SETBACKS:
CLIFTON AVENUE = 15' MAX.
DELMAR STREET = 15' MAX.
GRAND STREET = 20' MIN.
WEST PROPERTY LINE = 20' MIN.

SCALE: 1" = 100'



Engineering Surveys & Services

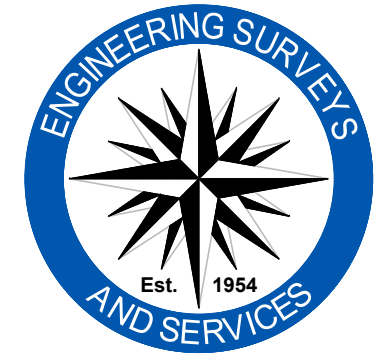
Missouri Engineering Corporation # 2004005018



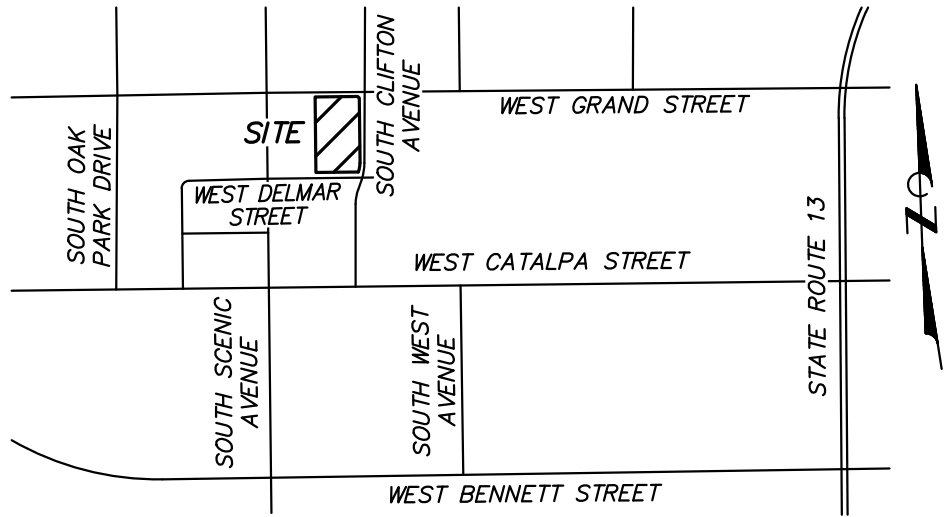
31 of 36

DELMAR MEADOWS
SPRINGFIELD, GREENE COUNTY, MISSOURI
PRELIMINARY DEVELOPMENT PLAN
AUGUST 27, 2021

Exhibit 2



Engineering Surveys & Services
Consulting Engineers, Land Surveyors, and Geoprosessionals
Analytical and Material Laboratories
1113 Ivy Street, Columbia, Missouri 65201
573-449-2646 | www.ess-mo.com
Other Offices: Wildwood
Jefferson City - Sedalia - Wildwood
Missouri Engineering Corporation # 2040605018



SITE LOCATION MAP

NOT TO SCALE

LEGEND

	PROPERTY LINE
	ELECTRIC LINE
	TELECOMMUNICATIONS LINE
	UNDERGROUND TELECOMMUNICATIONS LINE
	SANITARY SEWER LINE
	STORM SEWER LINE
	WATER LINE
	TREE & BRUSH LINE
	EXISTING CONTOUR
	BACK OF CURB
	CATCH BASIN
	CURB INLET
	DRAIN BASIN
	FLARED END SECTION
	FIRE HYDRANT
	HIGH DENSITY POLYETHYLENE PIPE
	INLINE DRAIN BASIN
	JUNCTION BOX
	LANDING
	OUTFLOW CONTROL STRUCTURE
	POLYVINYL CHLORIDE PIPE
	RAMP
	REINFORCED CONCRETE PIPE
	TELECOMMUNICATIONS UTILITY POLE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED STORM SEWER
	PROPOSED WATER VALVE
	PROPOSED FIRE HYDRANT & VALVE
	THRUST BLOCK
	HEAVY DUTY CONCRETE
	RUNOFF FLOW DIRECTION

PARKING NOTE

REQUIRED PARKING	
1 SPACE/UNIT	100 UNITS AT 1 SPACE / UNIT = 100 SPACES TOTAL REQUIRED = 100 SPACES

PROVIDED PARKING	
STANDARD SPACES	= 82 SPACES
ACCESSIBLE SPACES	= 14 SPACES
PROVIDED	= 96 SPACES

ON STREET PARKING	
	= 44 SPACES
TOTAL PROVIDED	= 140 SPACES

UTILITY NOTES

THE LOCATIONS, SIZES, AND MATERIAL TYPES OF UNDERGROUND UTILITIES INDICATED ON THE PLAT, NOT VISIBLE OR APPARENT FROM THE SURFACE, ARE SHOWN IN THEIR APPROXIMATE LOCATIONS FROM A MISSOURI ONE CALL SYSTEM LOCATE, OR UTILITY COMPANY RECORDS AND WERE NOT VERIFIED IN THE FIELD. UNDERGROUND UTILITY SERVICES TO BUILDINGS WERE NOT LOCATED.

ELECTRIC/WATER/GAS

CITY UTILITIES OF SPRINGFIELD
2655 S. BLACKMAN ROAD
SPRINGFIELD, MISSOURI 65809
CONTACT: JOSH CASEY 417-831-8816
AS SHOWN

TELECOMMUNICATIONS

SPRINGNET
301 E. CENTRAL STREET
SPRINGFIELD, MISSOURI 65802
CONTACT: BETHANY FORRESTER 417-831-8529
AS SHOWN

ATT DISTRIBUTION

222 W. MAIN STREET
PARK HILLS, MISSOURI 63601
CONTACT: 573-431-4589
AS SHOWN

SANITARY SEWER

CITY OF SPRINGFIELD
840 BOONVILLE AVENUE
SPRINGFIELD, MISSOURI 65802
CONTACT: DAN SMITH 417-864-1902
AS SHOWN

STORM SEWER

CITY OF SPRINGFIELD
840 BOONVILLE AVENUE
SPRINGFIELD, MISSOURI 65802
CONTACT: DAN SMITH 417-864-1902
AS SHOWN



Call BEFORE you DIG
TOLL FREE
1-800-DIG-RITE
MISSOURI ONE-CALL SYSTEM, INC.

INFORMATION NOTES

**SITE IS TO BE CONSTRUCTED IN TWO PHASES; HOWEVER, ALL CALCULATIONS BELOW WERE CALCULATED FOR THE OVERALL DEVELOPMENT.

CURRENT ZONING = PD PLANNED DEVELOPMENT, NO. 269
PROPOSED ZONING = PD PLANNED DEVELOPMENT, NO. 378
EXISTING USE = VACANT LOT
EXISTING COVER = GRASS AND SCATTERED TREE CLUMPS
PROPOSED USE = INDEPENDENT SENIOR LIVING (MULTI-FAMILY)
SITE AREA = 3.34 ACRES
DENSITY (32 UNITS/ACRE MAX) = 100 UNITS/3.34 AC = 30.3 UNITS/AC

BUILDING INFORMATION

BUILDING FLOOR AREA = 34,248 (24% OF SITE)
GROSS FLOOR AREA = 102,744 SF
PROPOSED BUILDING HEIGHT = 3 STORIES/ 45'-5 1/4"
PROPOSED MAXIMUM BUILDING HEIGHT = 4-STORY
1 BEDROOM UNITS = 34 UNITS
2 BEDROOM UNITS = 66 UNITS

SITE INFORMATION

IMPERVIOUS SURFACE = 2.35 AC
IMPERVIOUS SURFACE RATIO (0.75 MAX)= 2.35 AC/3.34 AC (0.70)
OPEN SPACE = 0.99 AC, OPEN SPACE AREA INCLUDES ALL PERVIOUS AREA SUCH AS PARKING ISLANDS, LAWN, PLANTING BEDS, AND BIORETENTION BASINS
OPEN SPACE RATIO (0.6% MIN) = 30.08
USABLE OPEN SPACE = 0.20 AC, USABLE OPEN SPACE AREA INCLUDES AREA WHERE ACTIVITIES CAN BE PERFORMED SUCH AS OPEN LAWN SPACE
SETBACKS
ORAND = 20' MIN
DELMAR = 15' MAX
CLIFTON = 15' MAX
VEHICULAR USE AREA = 1.29 AC (38.6%)
PEDESTRIAN USE AREA = 1.06 AC (31.7%)

PROPERTY DESCRIPTION

ALL OF LOTS ONE (1) AND FOUR (4) FINAL PLAT SCENIC STATION RECORDED IN PLAT BOOK 22 PAGE 107 IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

APPLICANT/DEVELOPER

DELMAR MEADOWS, L.P.
ATTN: JAY BURCHFIELD
302 CAMPUS VIEW DRIVE, SUITE 211
COLUMBIA, MISSOURI 65201
JBURCHFIELD@SILVERTREECO.COM

PROPERTY OWNER

ATTN: JOE RENNER
SIMMONS BANK
4033 NORTH SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
JOE.RENNER@SIMMONSBANK.COM

FLOOD PLAIN NOTE

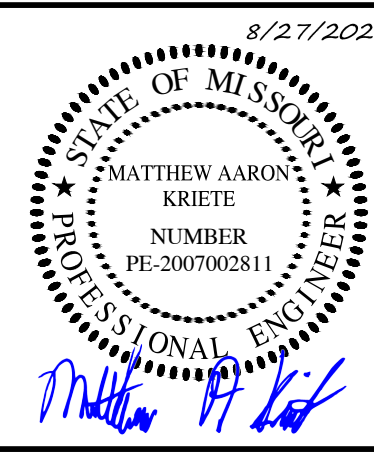
THIS PROPERTY IS LOCATED IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE, AS SHOWN BY FLOOD INSURANCE RATE MAP NUMBER 29077C0329E, DATED DECEMBER 17, 2010.

SHEET INDEX

C0.01	COVER
C1.01	SITE PLAN
C2.01	STORM SEWER & UTILITY PLAN
L1.01	LANDSCAPE PLAN
--	SIGN PLAN

DELMAR MEADOWS
PRELIMINARY DEVELOPMENT PLAN

DELMAR MEADOWS
2625 WEST DELMAR STREET
SPRINGFIELD, GREENE COUNTY, MISSOURI



MATTHEW A. KRIETE
PROFESSIONAL ENGINEER
PE-200700281

IF ORIGINAL SIGNATURE OR DIGITAL AUTHENTICATION IS NOT PRESENT THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT

Date
AUGUST 2, 2021

Revised
AUGUST 27, 2021

Design: KAH Drawn: BR

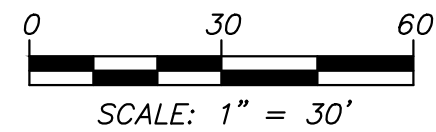
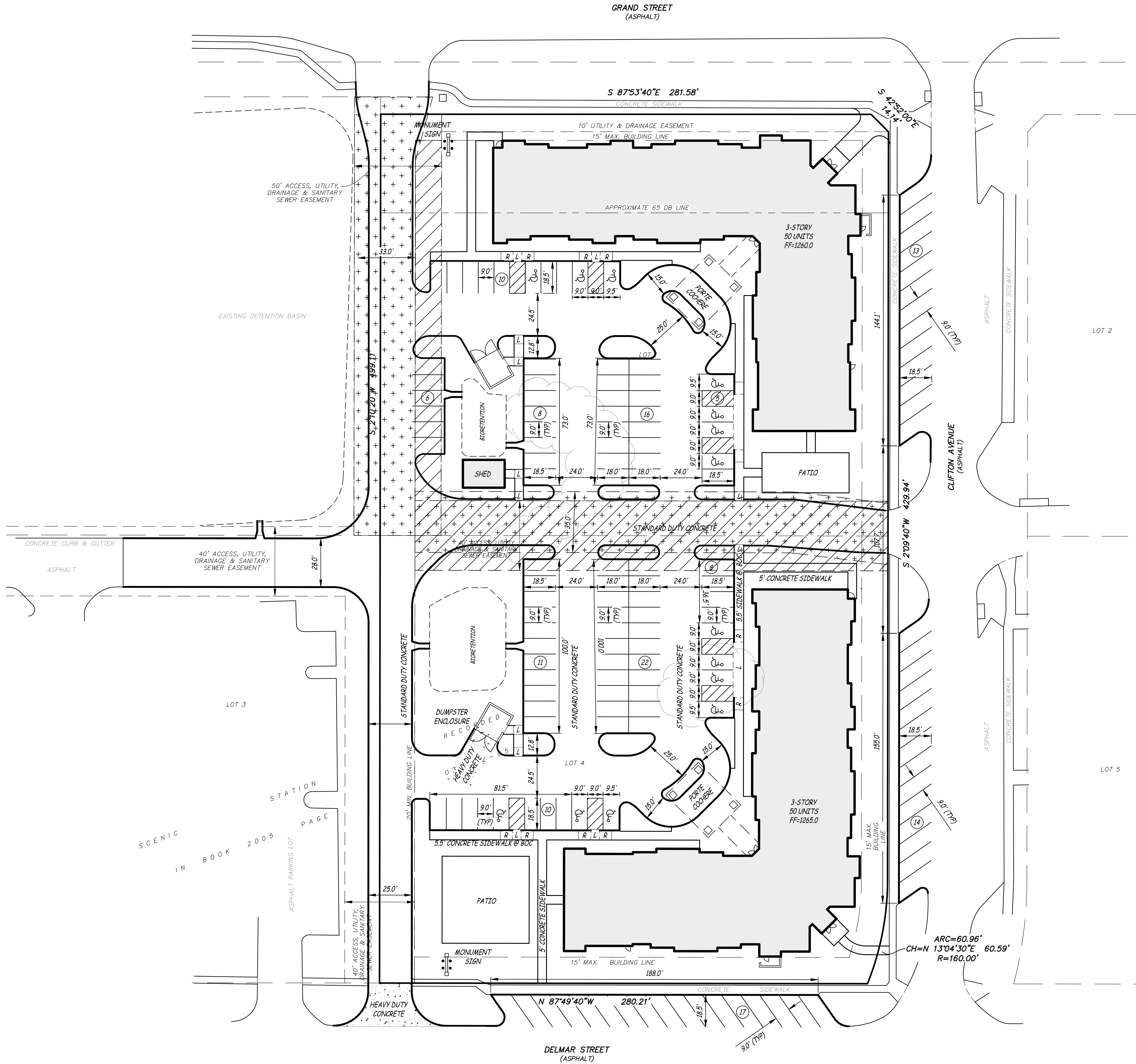
COVER

Sheet

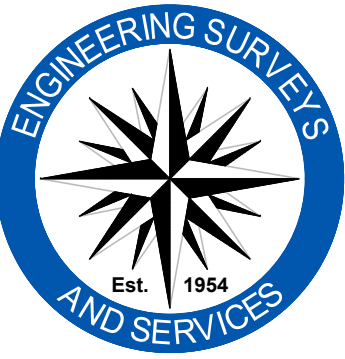
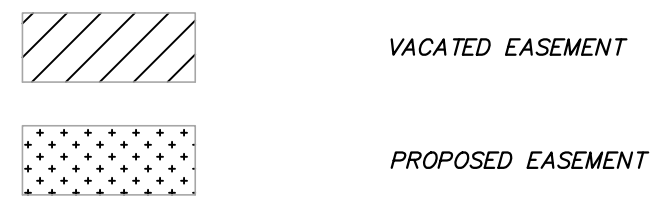
C0.01

ES&S PROJECT NO. 15175

Y:\CURRENTDRAWINGS\AEP\15175\15175 PD PLAN.DWG 8/27/2021

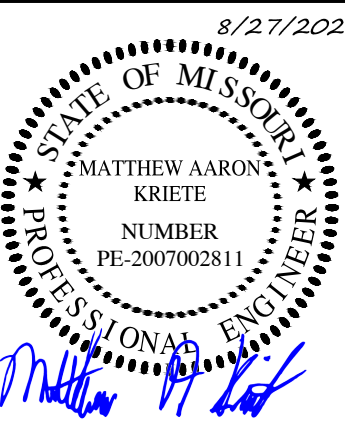


LEGEND



Engineering Surveys & Services
Consulting Engineers, Land Surveyors, and Geoprosessionals
Analytical and Material Laboratories
1113 Ivy Street, Columbia, Missouri 65201
573-449-2646 | www.ess-me.com
Other Offices: Sedalia - Wildwood
Missouri Engineering Corporation # 200405018

DELMAR MEADOWS
2625 WEST DELMAR STREET
SPRINGFIELD, GREENE COUNTY, MISSOURI



MATTHEW A. KRIETE
PROFESSIONAL ENGINEER
PE-2007002811

IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT

Date
AUGUST 2, 2021

Revised
1 AUGUST 27, 2021

Design: KAH Drawn: BR

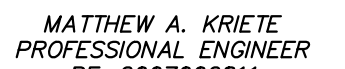
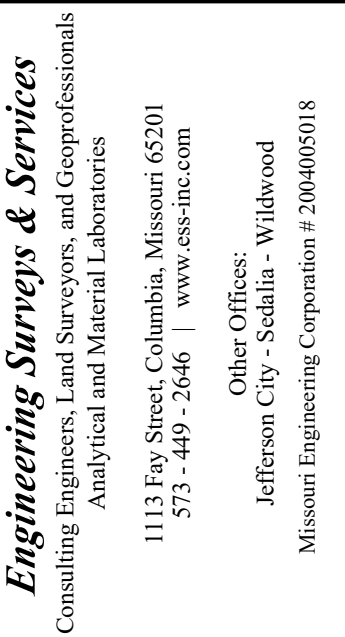
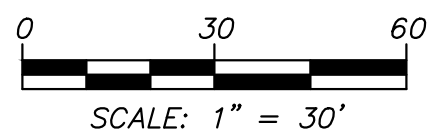
SITE PLAN

Sheet

C1.01

ES&S PROJECT NO. 15175

PRELIMINARY DEVELOPMENT PLAN



IF ORIGINAL SIGNATURE OR DIGITAL
AUTHENTICATION IS NOT PRESENT THIS
MEDIA SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT.

Date
AUGUST 2, 2021

Revised
AUGUST 27, 2021

Design: KAH Drawn: BR

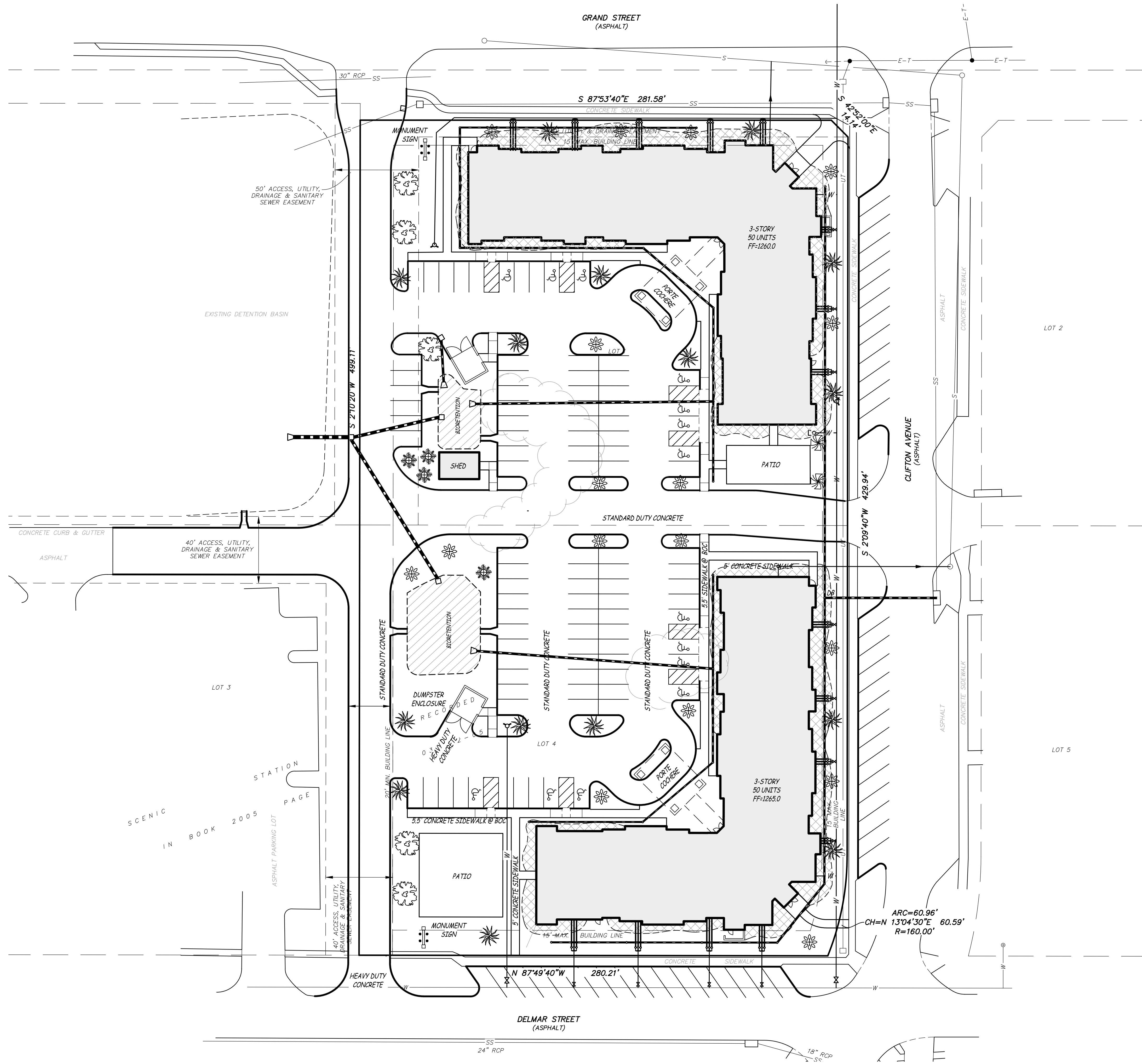
***STORM SEWER &
UTILITY PLAN***

Sheet

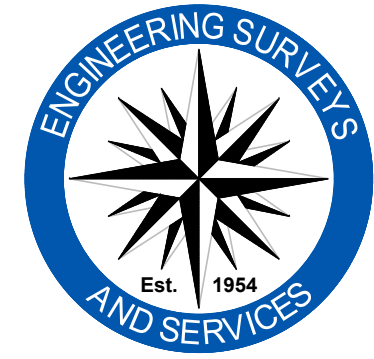
C2.01

ES&S PROJECT NO. 15175

Y:\CURRENTDRAWINGS\AEP\15175\15175 LANDSCAPE PLAN.DWG 8/27/2021

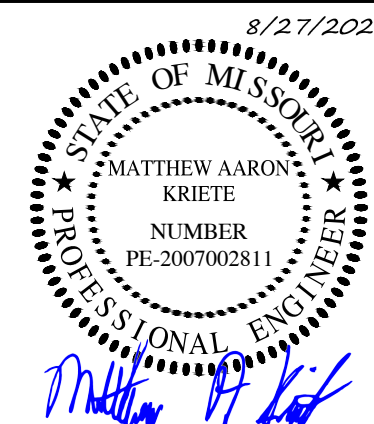


- LANDSCAPE LEGEND**
- LARGE DECIDUOUS SHADE TREES (CANOPY TREE)
 - MEDIUM DECIDUOUS SHADE TREES (CANOPY TREE)
 - SMALL DECIDUOUS SHADE TREES (UNDER STORY TREE)
 - ORNAMENTAL DECIDUOUS SHADE TREES
 - CONIFERS OR EVERGREEN TREES
 - LANDSCAPING BED
 - BIORETENTION BASIN
- NOTE: CONDENSERS VISIBLE FROM THE RIGHT-OF-WAY SHALL BE SCREENED



Engineering Surveys & Services
Consulting Engineers, Land Surveyors, and Geoprosessionals
Analytical and Material Laboratories
1113 Ivy Street, Columbia, Missouri 65201
573-449-2646 | www.es-and-s.com
Other Offices: Sedalia - Wildwood
Missouri Engineering Corporation # 204060018

DELMAR MEADOWS
2625 WEST DELMAR STREET
SPRINGFIELD, GREENE COUNTY, MISSOURI



MATTHEW A. KRIETE
PROFESSIONAL ENGINEER
PE-2007002811

IF ORIGINAL SIGNATURE OR DIGITAL AUTHENTICATION IS NOT PRESENT THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT

Date
AUGUST 2, 2021

Revised
1 AUGUST 27, 2021

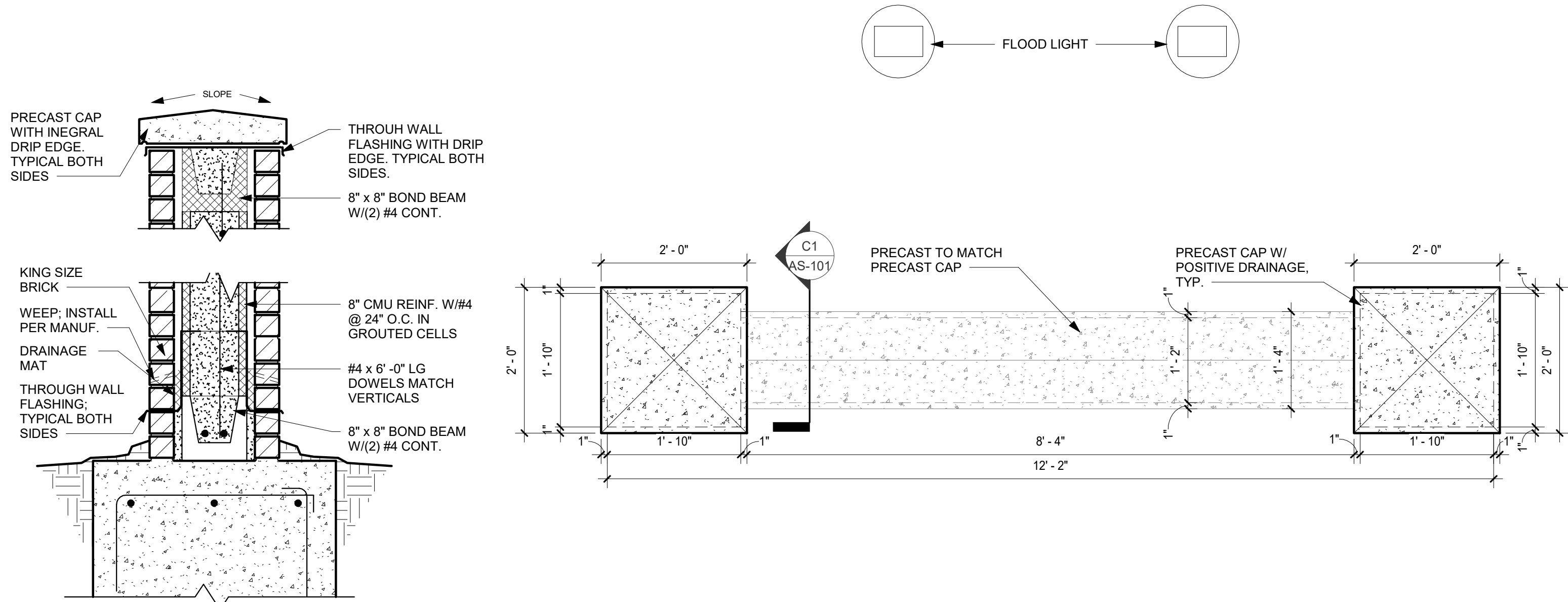
Design: KAH Drawn: BR

LANDSCAPE PLAN

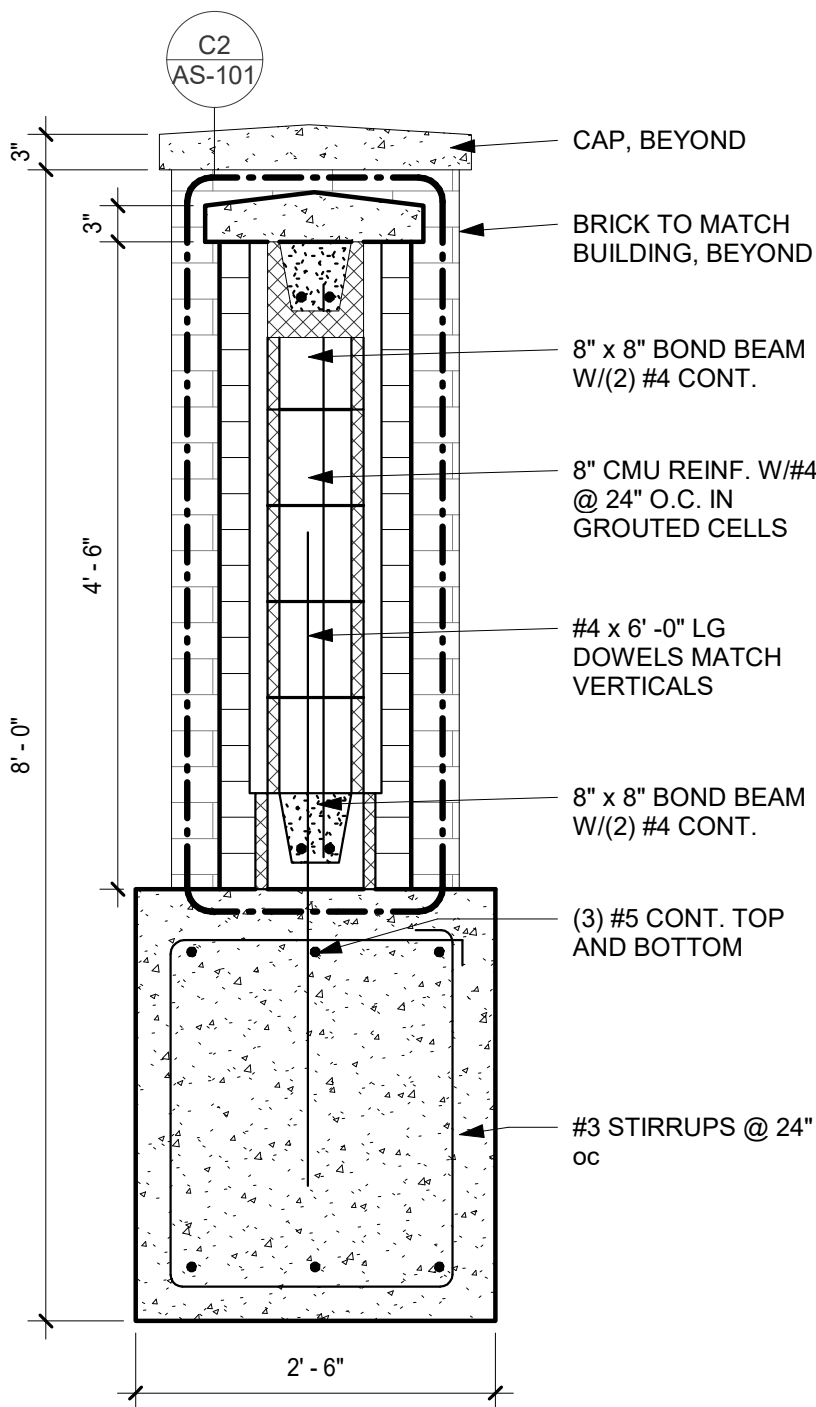
Sheet
L1.01

ES&S PROJECT NO. 15175

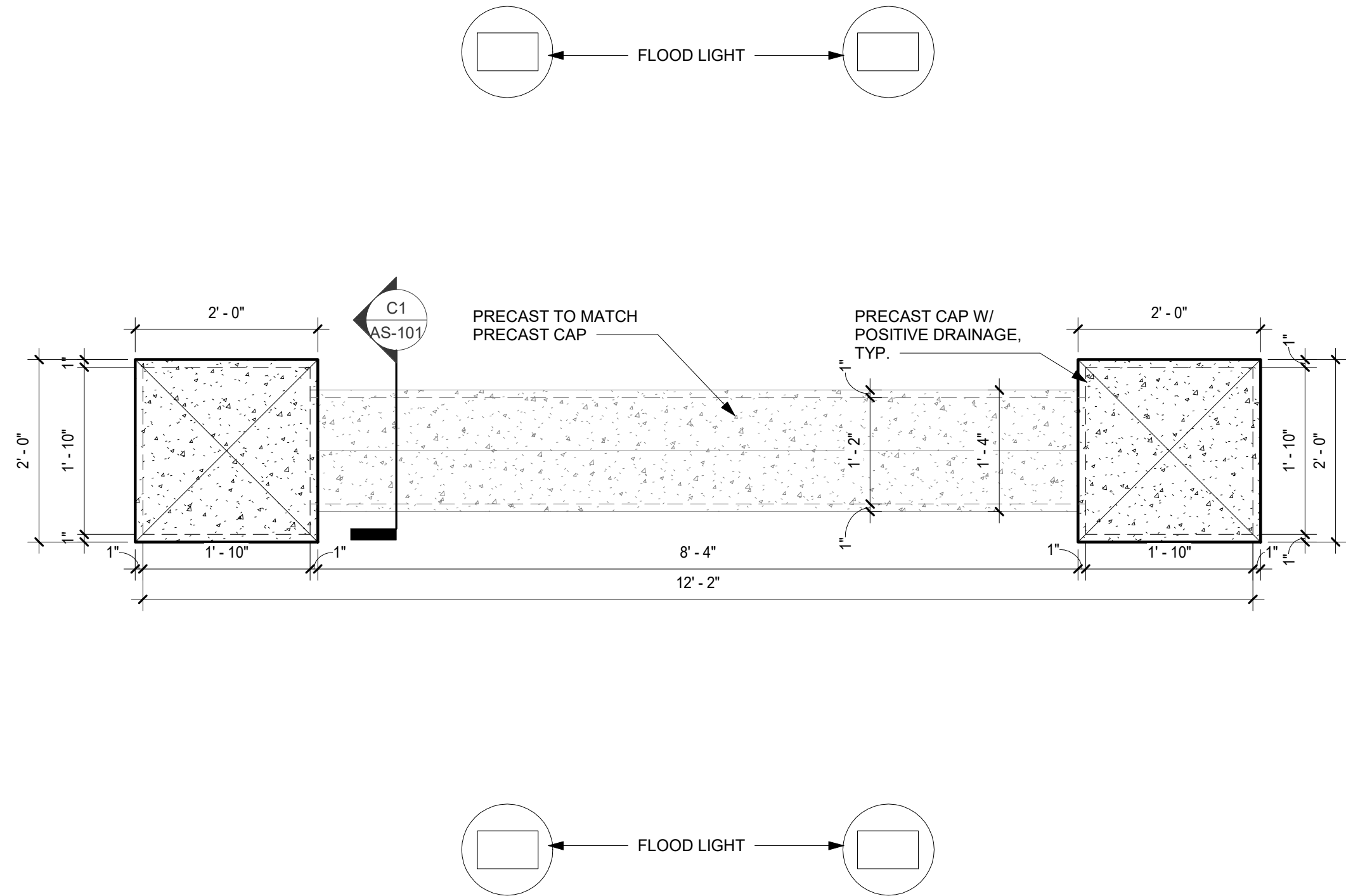
PRELIMINARY DEVELOPMENT PLAN



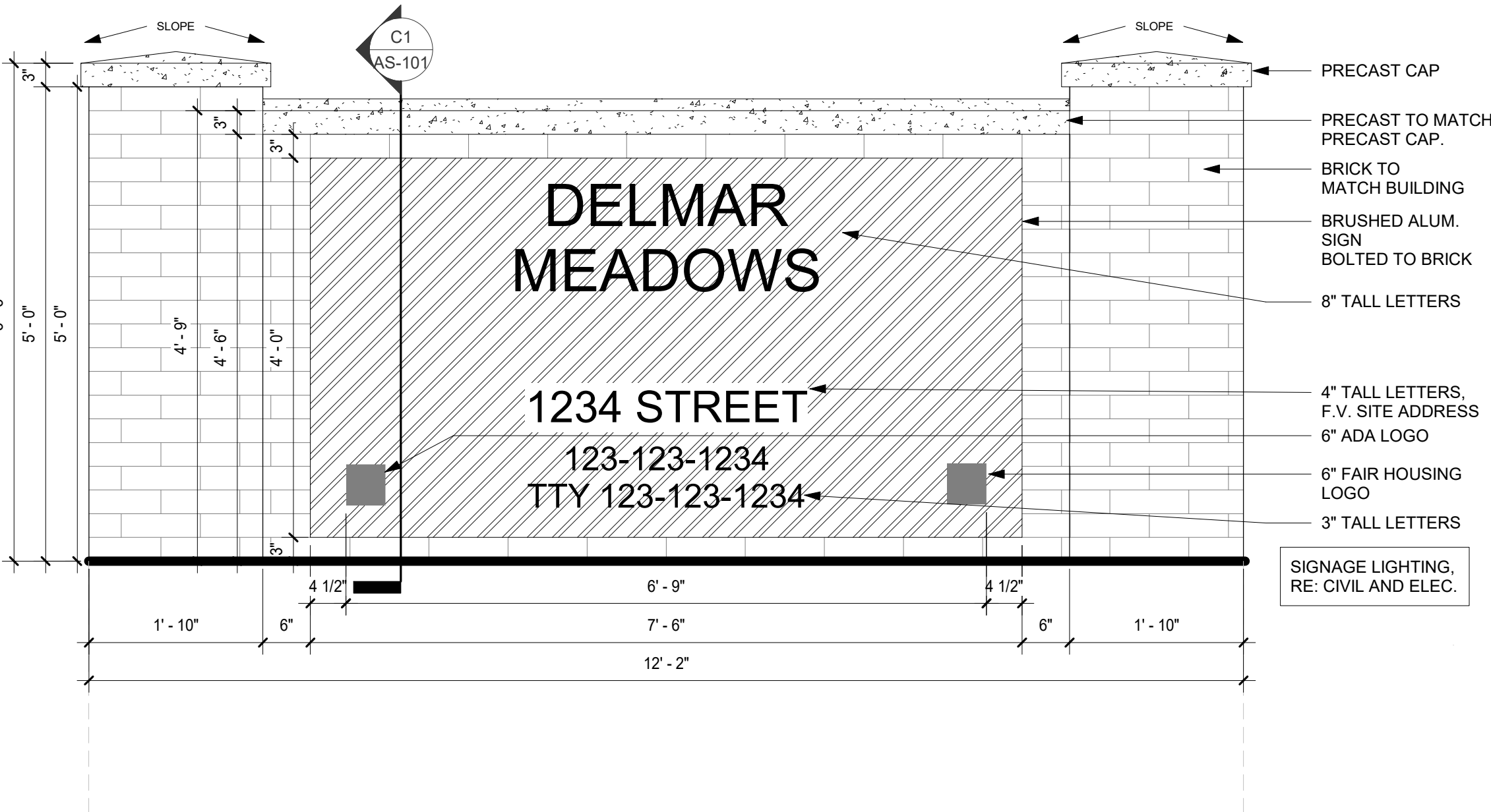
C2 MONUMENT SIGN SECTION
1" = 1'-0"



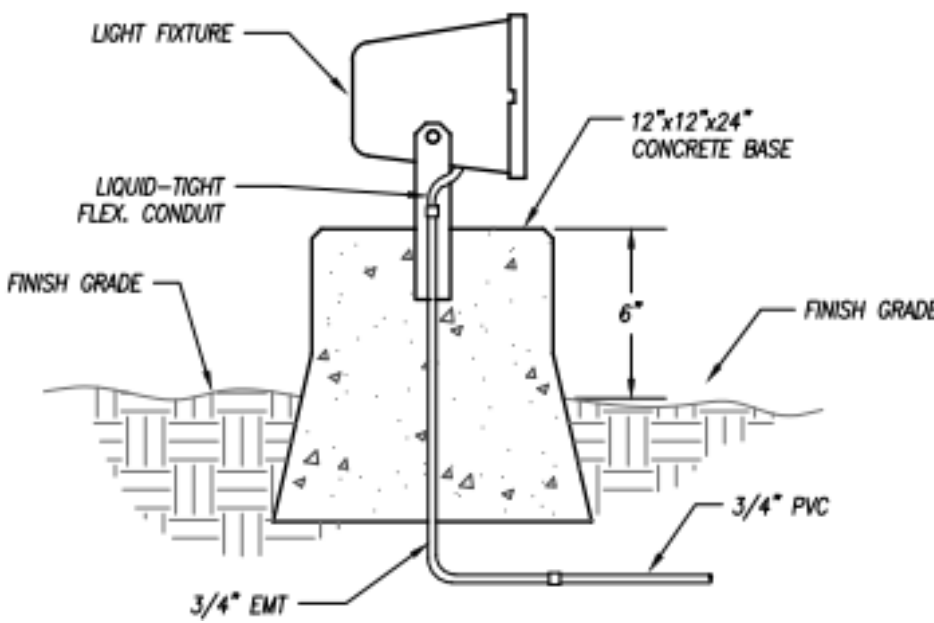
C1 MONUMENT SIGN SECTION
3/4" = 1'-0"



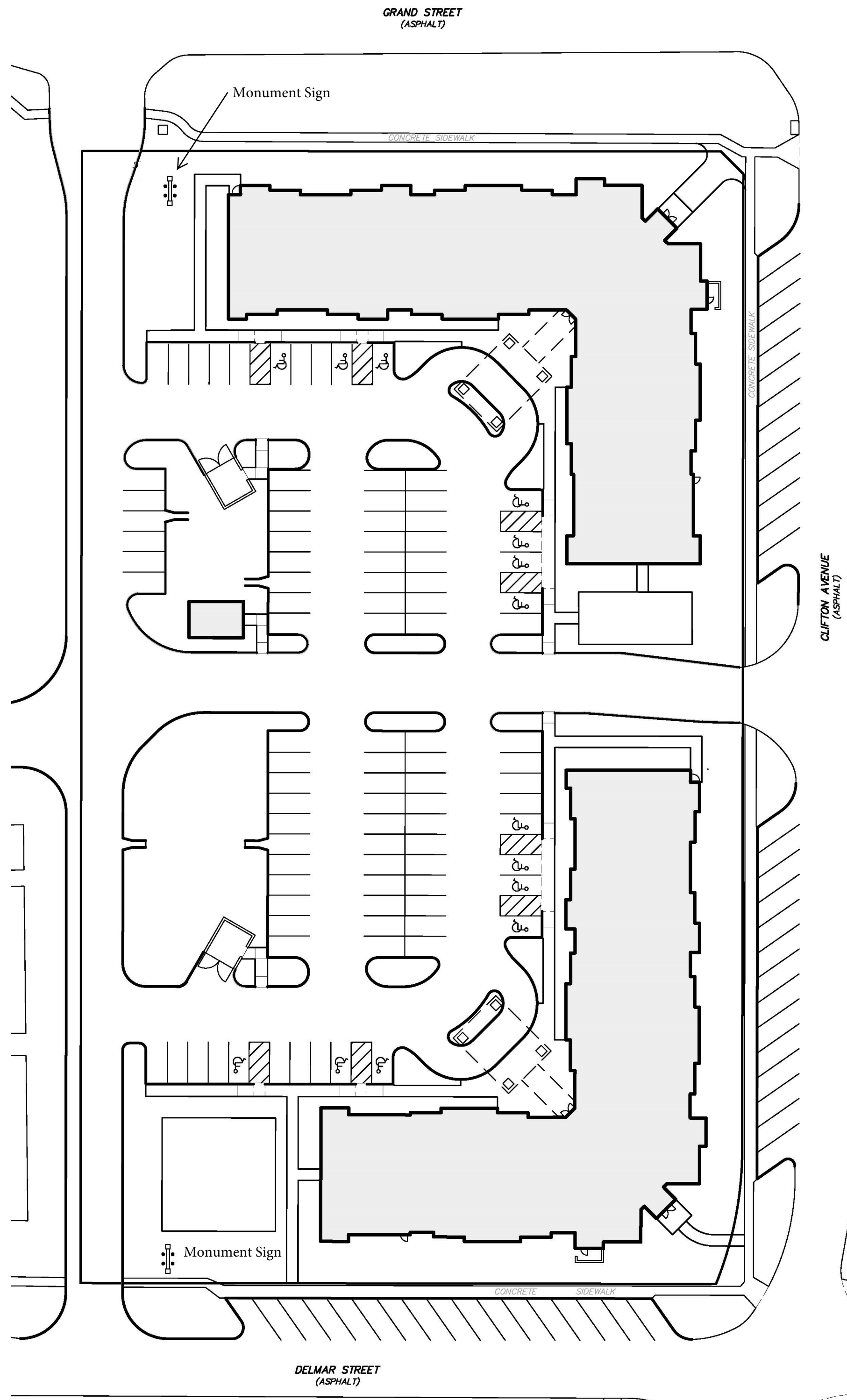
B2 MONUMENT SIGN PLAN
3/4" = 1'-0"



B1. MONUMENT SIGN ELEVATION
3/4" = 1'-0"



B3 FLOOD LIGHT DETAIL: RAB LIGHTING - FFLED18



A1 MONUMENT SIGN KEY PLAN
1" = 40'-0"

DEL MAR MEADOWS

2625 W. DELMAR STREET
SPRINGFIELD, GREENE COUNTY,
MISSOURI

SHEET TITLE
MONUMENT SIGN

PROJECT NUMBER: 21012

SHEET NUMBER:

AS-101

DRAWN BY: SS CHECKED BY: SS

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed 09-28-21

Sponsored by Schilling

First Reading _____

Second Reading _____

COUNCIL BILL 2021-256

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING General Ordinance 6662, which rezoned approximately 72.33 acres of
2 property generally located adjacent to Grant Avenue between College
3 Street and Catalpa Street to the Grant Avenue Parkway District, and
4 which is referenced as Zoning Case Z-11-2021, to correct the legal
5 descriptions of Subdistricts B and C within the Grant Avenue Parkway
6 District.
7 _____
8

9 WHEREAS, on June 28, 2021, City Council adopted General Ordinance 6662
10 rezoning approximately 72.33 acres of property generally located adjacent to Grant
11 Avenue between College Street and Catalpa Street to the Grant Avenue Parkway
12 ("GAP") District; and
13

14 WHEREAS, after City Council adopted General Ordinance 6662, which is also
15 referenced as Zoning Case Z-11-2021, City staff determined that the legal descriptions
16 included in said ordinance inaccurately described Subdistricts B and C within the GAP
17 District; and
18

19 WHEREAS, the legal descriptions of Subdistricts B and C within the GAP District
20 must be corrected to ensure appropriate application of GAP District Standards; and
21

22 WHEREAS, following proper notice, a public hearing was held before the
23 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
24 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
25 and said Commission made its recommendation; and
26

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

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

33 Section 1 – City Council hereby amends General Ordinance 6662 to correct the
34 legal descriptions of Subdistricts B and C within the GAP District by repealing the legal
35 descriptions set forth in “Exhibit A – Legal Description Zoning Case Z-11-2021” of
36 General Ordinance 6662 in its entirety and replacing it with “Exhibit A – Corrected Legal
37 Description Zoning Case Z-11-2021,” which is attached hereto and incorporated by
38 reference.

39
40 Section 2 – 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 Ordinance: _____

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

54
55
56 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-256

FILED: 09-28-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To correct the legal description that described the area to be rezoned as part of Zoning Case Z-11-2021/General Ordinance 6662, which rezoned approximately 72.33 acres of property generally located adjacent to Grant Avenue between College and Catalpa Streets from an R-SF, Single-Family Residential District, R-TH, Residential Townhouse District, R-MD, Medium Density Multifamily Residential District, GR, General Retail District, CC, Center City District and IC, Industrial Commercial District to Grant Avenue Parkway District, specifically for Subdistricts B and C. (Planning and Zoning Commission and Staff recommend approval).

BACKGROUND INFORMATION:

CORRECTED LEGAL FOR ZONING CASE Z-11-2021/GENERAL ORDINANCE 6662

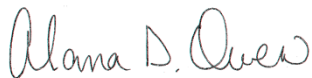
On June 28, 2021, City Council approved General Ordinance 6662 rezoning approximately 72.33 acres along Grant Avenue between College and Catalpa Streets to Grant Avenue Parkway District. Following City Council's approval, staff determined there was an error in the legal description for Subdistricts B and C in General Ordinance 6662. The error did not change the boundary of what was being rezoned, but rather inaccurately described Subdistricts B and C within the Grant Avenue Parkway District. The purpose of this bill is to correct the legal description.

REMARKS:

The Planning and Zoning Commission held a public hearing on September 9, 2021, and recommended approval, by a vote of 9 to 0.

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

Submitted by:



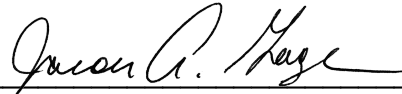
Alana D. Owen, AICP, Senior Planner

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: Neighborhood Meeting Summary

Exhibit A

**CORRECTED LEGAL DESCRIPTION
ZONING CASE Z-11-2021**

A proposal to rezone the following described property from an IC, Industrial Commercial District and a CC, Center City District to Grant Avenue Parkway District, Subdistrict A:

All of Lots 1, 2, 19, and 20 of Block 1 of M. M. McCluers Addition and all of Lots 1 through 4 of John M. Wood's Addition and the vacated alley lying West and adjacent in Woods Addition to the City of Springfield, Greene County, Missouri.

And also:

All of Lots 4, 5, 6 and the West 80 feet of Lot 7 of Abbott's Subdivision in the City of Springfield, Greene County, Missouri.

And also:

All of Lots 5 through 7 of John M. Wood's Addition to the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Southeast corner of Walnut Street and Grant Avenue in the City of Springfield, Greene County, Missouri; Thence East along the South right of way of Walnut Street 263.32 feet; Thence South, parallel with Grant Avenue a distance of 250 feet; Thence West, parallel with Walnut Street a distance of 263.54 feet to the East right of way of Grant Avenue; Thence North, along the said East right of way a distance of 250 feet to the point of beginning.

And the following described property from a GR, General Retail District and R-MD, Medium Density Multifamily Residential District to a Grant Avenue Parkway District, Subdistrict B:

All of Lots 10, 11, and 12 of J.H. Meinhardt's Addition in the City of Springfield, Greene County, Missouri.

And also:

All of Lots 9, 10, and 11 of Shipley's First Addition in the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Northwest corner of Lot 11 of Shipley's First Addition in the City of Springfield, Greene County, Missouri; Thence North along the East line of Grant Avenue a distance of 174.81 feet to a point 250 feet south of the southeast corner of the intersection of Walnut Street and Grant Avenue; Thence East, parallel with Walnut Street, a distance of 263.54 feet; Thence South, parallel with Grant Avenue, a distance of 174.53 feet to a point on the North line of Lot 12 of Shipley's First Addition; Thence West, along the said North line of Lot 12 and also Lot 11, a distance of 263.0 feet to the point of beginning.

And also:

Beginning at the Northeast corner of Lot 9 of J.H. Meinhardt's Addition to the City of Springfield, Greene County, Missouri; Thence West along the South right of way of Pershing Street a distance of 308 feet the Northwest corner of Lot 41 in Block 11 of M.M. McCluers Addition to the City of Springfield; Thence South a distance of 160 feet to the Southwest corner of said Lot 41; Thence East along the South line of said Lot 41 a distance of 30 feet; Thence South 160 feet to the South line of Lot 60 in Block 11 of M.M. McCluers Addition; Thence East a distance of 278 feet to the Southeast corner of Lot 6 of J.H. Meinhardt's Addition; Thence North a distance of 320 feet to the point of beginning.

And the following described property from an R-SF, Single Family Residential District and GR, General Retail District to a Grant Avenue Parkway District, Subdistrict C:

(Campbell School) Beginning one hundred twenty-five (125) feet West of the northwest corner of Main and Mt. Vernon Streets in the City of Springfield, Missouri, thence north 280 feet, thence west 85 feet, thence south 280 feet, thence east 85 feet to the place of beginning (except tract 5 feet east and west by 185 feet north and south in the southeast corner), and

Beginning at a point 280 feet north of the northwest corner of Mt. Vernon Street and Main Avenue as now located in the City of Springfield, Greene County, Missouri, thence north 50 feet, thence west 268 feet, thence south 50 feet, thence east 268 feet to said point of beginning, in the City of Springfield, Greene County, Missouri, subject, however, to a joint driveway easement over the north 21 feet of the east 220 feet thereof, and Beginning at a point 185 and 8/10ths (185.8) east of the northeast corner of Grant and Mt. Vernon Streets, thence east fifty-four (54) feet to an iron pin, thence north two hundred and sixty-two and 5/10ths (262.5) feet to an iron pin, in the south line of a private alley, 17 1/2 feet wide in the rear of the of the lot herein conveyed, which said private alley leads to and connects with an alley lying north of the Campbell School running from Grant Street to the northwest corner of the lot herein conveyed, thence west fifty (50) feet to an iron pin, thence south along the line of fence now defining the east boundary of the aforesaid Campbell School lot, two hundred and sixty-two and 5/10ths (262.5) feet to a place of beginning all of the above described land being in the

southeast quarter of the northeast quarter of Section Twenty-Three (23), Township 29, Range 22, Greene County, Missouri, hereby granting to said second party, its successors and assigns, the right of ingress and egress to said lot, hereby conveyed over and across the private alley above described, and

Lots No. 1, 2, 3, 5, 6, 7, and 8 in Shipley's First Addition to the City of Springfield, Greene County, Missouri.

And also:

All of Lots 1, 2, 3, 4, 5, 15, & 16 of J.H. Meinhardt's Addition to the City of Springfield, in Greene County, Missouri, except that part taken for street purposes.

And also:

Beginning at the Southwest corner of the intersection of Grant Avenue and Mt. Vernon Street in the City of Springfield, Greene County, Missouri; Thence West along the South right of way of Mt. Vernon Street a distance of 302 feet to the Southeast corner of the intersection of Mt. Vernon Street and Douglas Avenue; Thence South along the East right of way of Douglas Avenue a distance of 186 feet to the Southwest corner of a tract described in Book 2020 on Page 035490-20; Thence East along the South line of said tract a distance of 152 feet to the Southeast corner of said tract; Thence South a distance of 1 foot to the Southwest corner of a tract described in Book 2018 on Page 023070-18; Thence East along the South line of said tract a distance of 150 feet to the West right of way of Grant Avenue; Thence North along the said West right of way a distance of 187 feet to the point of beginning. Except any part taken for road purposes.

And also:

Beginning at the Southeast corner of the intersection of Grant Avenue and Mt. Vernon Street in the City of Springfield, Greene County, Missouri; Thence South along the East right of way of Grant Avenue a distance of 199 feet to the Northwest corner of a tract described in Book 2019 on Page 043990-19; Thence East along the North line of said tract a distance of 199 feet; Thence North a distance of 13 feet; Thence East a distance of 95.5 feet to the Southeast corner of a tract described in Book 2016 on Page 001347-16; Thence North along the East line of said tract a distance of 185 feet to the South right of way of Mt. Vernon Street; Thence West along the said South right of way a distance of 294.5 feet to the point of beginning. Except any part taken for road purposes.

And the following described property from an R-SF, Single Family Residential District and R-MD, Medium Density Multifamily Residential District to a Grant Avenue Parkway District, Subdistrict D:

Commencing at the Southeast corner of the intersection of Mt. Vernon Street and

Douglas Avenue; Thence South along the East right of way of Douglas Avenue a distance of 186 feet to the Northwest corner of a tract described in Book 2017 on Page 007030-17 and the True Point of Beginning; Thence South along the East right of way of Douglas Avenue a distance of 2292 feet, more or less, to the Southwest corner of a tract described in Book 2012 on Page 043148-12; Thence East along the South line of said tract a distance of 156.66 feet; Thence North along the West line of a tract described in Book 2666 on Page 2329 a distance of 37.65 feet; Thence East along the North line of said tract a distance of 133.29 feet to the West right of way of Grant Avenue; Thence East along said West right of way a distance of 5 feet to an iron pin; Thence North along the West right of way of Grant Avenue a distance of 2245.7 feet to the Northeast corner of a tract described in Book 2020 on Page 029216-20 and being 187 feet South of the Southwest corner of the intersection of Grant Avenue and Mt. Vernon Street; Thence West along the North line of said tract a distance of 150 feet; Thence North 1 foot to the Northeast corner of a tract described in Book 2017 on Page 007030-17; Thence West along the North line of said tract a distance of 152 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

Commencing at the Southeast corner of the intersection of Grant Avenue and Mt. Vernon Street in the City of Springfield, Greene County, Missouri; Thence South along the East right of way of Grant Avenue a distance of 199 feet to the Northwest corner of a tract described in Book 2019 on Page 043990-19 and the True Point of Beginning; Thence continuing South along the East right of way of Grant Avenue a distance of 403.87 feet to the Northeast corner of the intersection of Grant Avenue and State Street; Thence East along the North right of way of State Street a distance of 367.5 feet, more or less, to the Southeast corner of a tract described in Book 2005 on Page 054182-05; Thence North along the East line of said tract and the projection thereof a distance of 309 feet to the North right of way of Harrison Street; Thence East along said North right of way a distance of 8 feet to the Southeast corner of a tract described in Book 2018 on Page 043722-18; Thence North a distance of 125 feet to the Northeast corner of said tract; Thence West a distance of 190.75 feet to the Southwest corner of a tract described in Book 2016 on Page 001347-16; Thence South 13 feet to the Northeast corner of a tract described in Book 2019 on Page 043990-19; Thence West along the North line of said tract a distance of 199 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

Beginning at the Southeast corner of the intersection of Grant Avenue and State Street; Thence South along the East right of way of Grant Avenue a distance of 632 feet to the Northeast corner of the intersection of Grant Avenue and Madison Street; Thence East along the North right of way of Madison Street a distance of 302 feet to the Southwest corner of a tract described in Book 2014 on Page 031032-14; Thence North a distance of 194.3 feet to the Northwest corner of said tract; Thence West a distance of 17 feet; Thence North a distance of 215 feet to the Southeast interior corner of Lot 4 of Everett

Place Subdivision in the City of Springfield, Greene County, Missouri; Thence East a distance of 21.58 feet; Thence North a distance of 219.25 feet to the South right of way of State Street; Thence West along said right of way a distance of 302.58 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

All of Lots 12 through 20 in the Amended Plat of Grant Avenue Playground Addition and Lots 9 through 15 in Grant Avenue Playground First Addition, all in the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Southeast corner of the intersection of Grant Avenue and Madison Street; Thence South along the East right of way of Grant Avenue a distance of 542.04 feet to a the northwest corner of a bicycle path in Grant Avenue Playground First Addition in the City of Springfield, Greene County, Missouri; Thence East along the North line of said path, 156.19 feet; Thence North a distance of 543.48 feet to the South right of way of Madison Street; Thence West a distance of 145.65, more or less to the Point of Beginning. Except any part taken for road purposes.

And the following described property from a GR, General Retail District, R-SF, Single Family Residential District and an R-TH, Residential Townhouse District to a Grant Avenue Parkway District, Subdistrict E:

All of Lots 7 through 11 in the Amended Plat of Grant Avenue Playground Addition in the City of Springfield, Greene County, Missouri.

And also:

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4)OF SECTION TWENTY-THREE (23) TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22) IN SPRINGFIELD, GREENE COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL AT THE SOUTHEAST CORNER OF THE SOUTHWEST

QUARTER (SW1/4)OF THE SOUTHEAST QUARTER (SE1/4)OF SAID SECTION TWENTY-THREE (23); THENCE NORTH 2°33'38"EAST 78.19 FEET TO A POINT; THENCE SOUTH 89°11'31"WEST 55.30 FEET TO AN ALUMINUM CAPPED IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GRANT STREET AS IT NOW EXISTS IN AUGUST OF 1998, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 02°33'38"EAST ALONG SAID RIGHT-OF-WAY LINE 124.65 FEET TO A CAPPED IRON PIN; THENCE SOUTH 88°38'04" WEST 133.29 FEET TO A CAPPED IRON

PIN; THENCE SOUTH 01°09'41" EAST 37.65 FEET TO A CAPPED IRON PIN; THENCE NORTH 89°11'29" WEST 156.66 FEET TO THE EAST RIGHT OF WAY OF DOUGLAS AVENUE; THENCE SOUTH 01°32'27" WEST ALONG SAID RIGHT-OF-WAY LINE 105.54 FEET TO A CAPPED IRON PIN; THENCE SOUTH 89°11'31" EAST 263.71 FEET TO A CAPPED IRON PIN ON THE WEST RIGHT OF WAY LINE OF GRANT STREET; THENCE NORTH 44°22'46" EAST A DISTANCE OF 32.51 FEET TO THE TRUE POINT OF BEGINNING/ IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

And also:

Beginning at the Northeast corner of Lot 1 of the Grant-Douglas Subdivision in the City of Springfield, Greene County, Missouri; Thence North along the West right of way of Grant Avenue a distance of 569 feet, more or less, to the South right of way of Grand Street; Thence West along the said South right of way a distance of 315 feet, more or less, to the East right of way of Douglas Avenue; Thence South along the said East right of way a distance of 567 feet, more or less, to the extended North line of said Lot 1; Thence East a distance of 322 feet, more or less, to the Point of Beginning. Except any part taken for road purposes.

And also:

Beginning at the Northeast corner of Lot 4 of the Grant-Douglas Subdivision, in the City of Springfield, Greene County, Missouri; Thence South along the West right of way of Grant Avenue a distance of 392.52 to the Northwest corner of Grant Avenue and Catalpa Street; Thence Northwesterly along the North right of way of Catalpa Street a distance of 251.32 feet to the East right of way of Douglas Avenue; Thence North along said East right of way a distance of 288 feet to the Northwest corner of said Lot 4; Thence East a distance of 304.7 to the Point of Beginning. Except any part taken for road purposes.

And also:

Beginning at the Southwest corner of the intersection of Grant Avenue and Catalpa Street in the City of Springfield, Greene County, Missouri; Thence Southwesterly along the West right of way of Grant Avenue a distance of 207.69 feet; Thence, leaving said right of way, West a distance of 113.12 feet to the East line of vacated Douglas Avenue; Thence West a distance of 30 feet to the West line of vacated Douglas Avenue; Thence North along said West line a distance of 274.78 feet to the South line of Catalpa Street; Thence East along the said South right of way a distance of 261.55 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

All of Lots 9 through 13 of Block 2 and Lots 2, 3, 4, and the West 5 feet of Lot 1 in Block 3 in Miles-George Parkview Subdivision in the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Southwest corner of Lot 4 of Block 3 in Miles-George Parkview Subdivision in the City of Springfield, Greene County, Missouri; Thence East a distance of 200 feet; Thence South a distance of 170 feet; Thence West a distance of 200 feet to the East right of way of Grant Avenue; Thence North a distance of 170 feet to the point of Beginning.

And also:

Beginning At the Northeast corner of Lot 45 in Holman Place Addition in the City of Springfield, Greene County, Missouri; Thence South along the West line of the existing alley a distance of 400 feet to the Southeast corner of Lot 60 of said Addition; Thence West along the South line of Lot 60 a distance of 181.8 feet; Thence North a distance of 56 feet to the Southeast corner of a tract described in Book 2006 on Page 051183-06; Thence West along the South line of said tract a distance of 189 feet to the East right of way of Grant Avenue; Thence along the said East right of way a distance of 388.52 to a point on the extension of the North line of said Lot 45; Thence East along the North line and the extension thereof of Lot 45 a distance of 199.53 to the Point of Beginning. Except any part taken for road purposes.

And the following described property from a GR, General Retail District and R-SF, Single Family Residential District to a Grant Avenue Parkway District, Subdistrict F:

All of Lots 1, 2, and 3 of Grant-Douglas Subdivision in the City of Springfield, Greene County, Missouri.

And also:

Commencing at the Southwest corner of Lot 4 of Block 3 Miles-George Parkview Subdivision in the City of Springfield, Greene County, Missouri; Thence South along the East right of way of Grant Avenue a distance of 170 feet to the True Point of Beginning; Thence continuing South a distance of 230 feet to the Northwest corner of Lot 31 of Holman Place Addition; Thence continuing along said East right of way a distance of 350 feet, more or less, to a point on the extension of the North line of said Lot 45 of Holman Place Addition; Thence East along the North line and the extension thereof of Lot 45 a distance of 199.53 feet to the Northeast corner of said Lot 45; Thence North along the West line of the existing alley a distance of 360 feet to the North right of way of Loren Street; Thence East along the said North right of way a distance of 18.2 feet to

the Southeast corner of a tract described in Book 1804 on Page 648; Thence North along the east line of said tract a distance of 55 feet; Thence West a distance of 6 feet; Thence North a distance of 165 feet; Thence West a distance of 200 feet to the Point of beginning. Except any part taken for road purposes.

And also:

Beginning at the Northeast corner of Lot 6 of Greenhouse Estate in the City of Springfield, Greene County, Missouri; Thence East along the South right of way of Catalpa Street a distance of 780 feet, more or less, to the West line of vacated Douglas Avenue; Thence South along the said West line a distance of 245 feet, more or less, to Fassnight Creek; Thence along the center of Fassnight Creek a distance of 800 feet, more or less, to the East boundary of Greenhouse Estate; Thence North along said East boundary a distance of 310 feet, more or less, to the Point of Beginning.

Exhibit B

**RECORD OF PROCEEDINGS
Special
Planning and Zoning Commission – September 9, 2021**

Z-11-2021 - Corrected

465 S. Grant Avenue (Part of the Grant Avenue Parkway District)

Applicant: City of Springfield

Ms. Owen states that this is a request to correct legal description for the property at 645 South Grant Avenue to accurately describe the property as being located within Subdistrict B. No other changes are being proposed as part of this request. At the June 3, 2021 Planning and Zoning Commission meeting, Commission recommended approval to create a new zoning district, the Grant Avenue Parkway District, and accompanying zoning case, Z-11-2021, to rezone approximately 72.33 acres of land along Grant Avenue to the GAP District. City Council approved the new District and accompanying zoning case at their June 28, 2021 meeting. After the City Council meeting, staff discovered the legal description that accompanied the zoning case inaccurately identified the property located at 645 South Grant as being within Subdistrict C, however the intent is for the property to be located within Subdistrict B and was displayed with the information accompanying Z-11-2021 as being located within Subdistrict B.

Mr. Doennig opened the public hearing.

No speakers

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approved** Z-11-2021 – Corrected (465 S. Grant Avenue - Part of the Grant Avenue Parkway District). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

Exhibit C

Development Review Staff Report

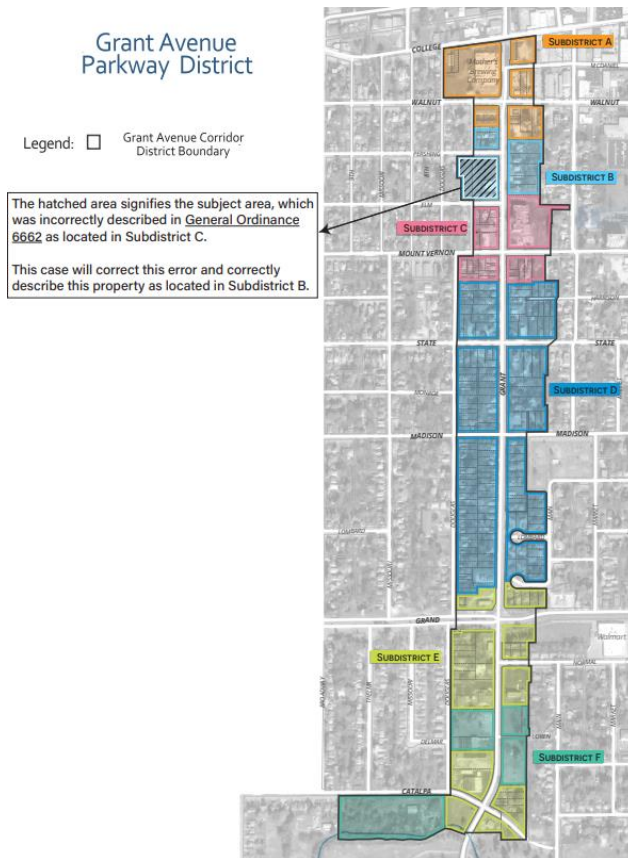


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

SEPTEMBER 9, 2021

CITY COUNCIL PUBLIC HEARING:

OCTOBER 4, 2021



CASE:

Correct legal description for Z-11-2021/General Ordinance 6662

STAFF:

Alana D Owen, AICP, 864-1831

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

To correct the legal description that described the area to be rezoned as part of Z-11-2021/General Ordinance 6662 from an R-SF, Single Family Residential District, R-MD, Medium Density Multifamily Residential District, GR, General Retail District, CC, Center City District and IC, Industrial Commercial District to Grant Avenue Parkway District with Subdistricts A through F (5 members are a quorum).

SUMMARY OF TEXT AMENDMENT AND ZONING DISTRICT

At the June 3, 2021 Planning and Zoning Commission meeting, Commission recommended approval to create a new zoning district, the Grant Avenue Parkway District, and accompanying zoning case, Z-11-2021, to rezone approximately 72.33 acres of land along Grant Avenue to the GAP District. City Council approved the new District and accompanying zoning case at their June 28, 2021 meeting. After the City Council meeting, staff discovered the legal description that accompanied the zoning case inaccurately identified the property located at 645 South Grant as being within Subdistrict C, however the intent is for the property to be located within Subdistrict B and was displayed with the information accompanying Z-11-2021 as being located within Subdistrict B.

This request is to correct the legal description for the property at 645 South Grant Avenue to accurately describe the property as being located within Subdistrict B as depicted on the accompanying map. No other changes are being proposed as part of this request.

Development Review Staff Report



STAFF COMMENTS:

Staff recommends approval of the request to correct the legal description for Z-11-2021/General Ordinance 6662.

PUBLIC COMMENTS:

Staff held a neighborhood meeting on August 18, 2021 to discuss this request. Eight people attended the meeting. A summary of the neighborhood meeting is attached (Attachment 1).

ATTACHMENT 1

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: GAP District- Subdistrict C to GAP District - Subdistrict B
(existing zoning) (proposed zoning)
2. Meeting Date & Time: Wednesday, August 18, 2021, 5:30 pm
3. Meeting Location: Southside Baptist Church, 465 South Grant Avenue
4. Number of invitations that were sent: 192
5. How the mailing list was generated: City of Springfield Planning Department
6. Number of neighbors in attendance (attach a sign-in sheet): 8
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).

There was nobody in attendance that had questions about the proposed rezoning case. There were a few questions regarding the Grant Avenue Parkway project from attendees. I took the names and contact information and gave them to Leree Reese to follow up.

There was a question about the possible rezoning of adjacent property owned by the Southside Baptist Church to match the GAP District zoning and the process for doing that.

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

I, Alana Owen (print name), attest that the neighborhood meeting was held on August 18, 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."

Alana Owen

Signature of person completing affidavit

Alana D. Owen

Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 09-28-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 -257

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental
2 Agreement with Ozarks Technical Community College for the provision
3 of professional equivalency credit for eligible sworn personnel of the
4 City of Springfield Fire Department.
5 _____
6

7 WHEREAS, the Springfield Fire Department ("SFD") and Ozarks Technical
8 Community College ("OTC") have a long tradition of providing firefighter training in the
9 Springfield area; and
10

11 WHEREAS, SFD and OTC currently provide shared training facilities and
12 cooperative training opportunities to SFD personnel and OTC students; and
13

14 WHEREAS, SFD and OTC share the desire to increase opportunity for
15 continuous learning and attainment of higher education for SFD personnel while
16 providing an avenue for the sustainment of the OTC Fire Science Technology Program;
17 and
18

19 WHEREAS, SFD and OTC wish to enter into the proposed agreement, which
20 would provide a pathway for eligible SFD personnel to obtain professional equivalency
21 credit for training provided by the SFD and credited toward the completion of an
22 Associate Degree in Fire Science Technology.
23

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

27 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
28 an Intergovernmental Agreement with OTC for the provision of professional equivalency
29 credit for eligible sworn personnel of the City of Springfield Fire Department. Said
30 Agreement shall be substantially in the same form and content as that document
31 attached hereto and incorporated by reference as "Exhibit A," and to do those things
32 necessary to carry out the intent of the Agreement.
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 2021-257

FILED 09-28-21

ORIGINATING DEPARTMENT: Fire

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement ("IGA") between the City of Springfield ("City") and the Community College District of Central Southwest Missouri, a/k/a Ozarks Technical Community College ("OTC") for the provision of professional equivalency credit by OTC through the Fire Science Technology ("FST") program and within the Center of Public Safety for eligible sworn personnel of the City of Springfield Fire Department ("SFD").

BACKGROUND INFORMATION:

On August 27, 2012, the SFD and OTC entered into an Intergovernmental Agreement for the purpose of providing shared training facilities and cooperative training between the two entities. Since that time, OTC has held a portion of their FST program at SFD's Fire Station 6 and has moved components of the practical training programs to the Springfield Regional Police and Fire Training Center ("SRPFTC"), allowing for the full use of the training complex, to include the situational training room, training grounds, the SFD Fire Academy building, Training Annex warehouse, drill tower and live burn props.

New employees of the SFD attend a twenty-four-week Fire Academy consisting of numerous job-related courses, IFSAC certifications, and licensure as an Emergency Medical Technician-Basic ("EMT-B"). Non-probationary employees attend the SFD Advanced Academy Professional Development Program, attending a series of five professional development academies providing additional IFSAC certifications, at designated intervals by fire academy class cohort.

OTC and SFD share the desire to increase opportunity for continuous learning and attainment of higher education for SFD personnel while providing an avenue for the sustainability of the FST program within the Center for Public Safety. This agreement formalizes the opportunity and pathway for eligible SFD members to obtain professional equivalency credit from training provided by the SFD and credited toward the completion of an Associate Degree in the FST program.

REMARKS:

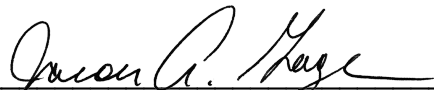
There is no on-going or shared cost to the City or OTC as a result of this agreement.

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager

Exhibit A

INTERGOVERNMENTAL AGREEMENT OF EDUCATION PARTNERSHIP

Between

City of Springfield/Springfield Fire Department

And

Community College District of Central Southwest Missouri aka Ozarks Technical Community College

PURPOSE

This document is used to outline the partnership agreement for provision of professional equivalency credit by Ozarks Technical Community College (OTC) through the Fire Science Technology (FST) program within the Center of Public Safety, for eligible sworn personnel of the City of Springfield Fire Department (SFD).

BACKGROUND

On August 27, 2012, the SFD and OTC entered into an intergovernmental agreement for the purpose of providing shared training facilities and cooperative training between the two entities. Since that time, OTC has held a portion of their FST program at SFD's Fire Station 6 and has moved components of the practical training programs to the Springfield Regional Police and Fire Training Center (SRPFTC), allowing for the full use of the training complex, to include the situational training room, training grounds, the SFD Fire Academy building, Training Annex warehouse, drill tower and live burn props.

New employees of the SFD attend a twenty-four-week Fire Academy consisting of numerous job-related courses, IFSAC certifications, and licensure as an Emergency Medical Technician-Basic (EMT-B). Non-probationary employees attend the SFD Advanced Academy Professional Development Program, attending a series of five professional development academies providing additional IFSAC certifications, at designated intervals by fire academy class cohort.

OTC and SFD share the desire to increase opportunity for continuous learning and attainment of higher education for SFD personnel while providing an avenue for the sustainability of the FST program within the Center for Public Safety.

AGREEMENT

The City of Springfield, Missouri/Springfield Fire Department and Ozarks Technical Community College hereby covenant and agree as follows:

1. This agreement shall be valid from the date ratified and remain in force and effect in perpetuity unless acted upon by either party.
2. Either party may request to modify the agreement with 30 days' notice.
3. This agreement may be terminated by either party without prejudice at any time during the Initial Agreement or any Renewal Agreement term by providing at least ninety (90) days written notice to Lessor or Lessee. If notice to terminate is given, the conditions of this agreement shall be honored for SFD personnel enrolled at the time of notification and without forfeiture through the end of the academic semester in progress.
4. Eligible SFD personnel enrolled at OTC must have a minimum of 15 credit hours in residency to satisfy requirements for graduation from the FST or FSA programs. Credit granted by OTC as professional equivalency or credit by exam shall not satisfy the residency requirement.
5. OTC recognizes the SFD Fire Academy as an official fire academy, and accepts the official fire academy letter of completion, on SFD letterhead and to include the signature of the Fire Chief, as the official record of completion.
6. This agreement grants non-probationary sworn members of the SFD professional equivalency and/or prior learning credit up to, and not to exceed, 50% of the Associate of Applied Science in Fire Science Technology (FST) or Fire Service Administration (FSA).
 - (a). Upon submission of the official fire academy letter of completion, OTC shall provide professional equivalency credit for TEC-285, Occupational Seminar (1 credit hour), and FST-280, Capstone (3 credit hours), toward the completion of the FST or FSA degree.
7. Eligible SFD personnel enrolled at OTC may receive up to and not to exceed 24 credit hours through credit-by-exam at no cost.
 - (a). Upon submission of the official fire academy letter of completion, OTC recognizes the SFD Fire Academy as providing curriculum and training and shall provide 22 hours of equivalency through credit by exam.
 - (b). Upon submission of the official fire academy letter of completion, OTC shall provide equivalency credit based on credit by exam standards toward completion of the FST degree for the following: Firefighter I; Firefighter II; Hazardous Materials Awareness; Hazardous Materials Operations, Firefighter Safety and Survival and EMT-B.

8. OTC recognizes the SFD Advance Academy professional development program and will provide no-cost professional equivalency credit for the following certifications toward the completion of the FST or FSA degree program: IFSAC Pumping Apparatus Driver Operator; IFSAC Rope Core; IFSAC Fire Inspector; IFSAC Fire Instructor I; IFSAC Fire Instructor II; IFSAC Fire Officer I; IFSAC Fire Officer II, and IFSAC Incident Safety Officer.

9. OTC agrees to waive the facility fee for sworn SFD members when only FST and/or FSA classes are taken at the SFD location. The facility fee will be charged for any non-FST/FSA course taken at SFD or any other OTC location.

10. This agreement in no way binds each party from entering into other contracts for service or partnership.

Agreed upon by:

Community College District of Central Southwest
Missouri aka Ozarks Technical Community College:

City of Springfield:

Vice Chancellor for Administrative Services

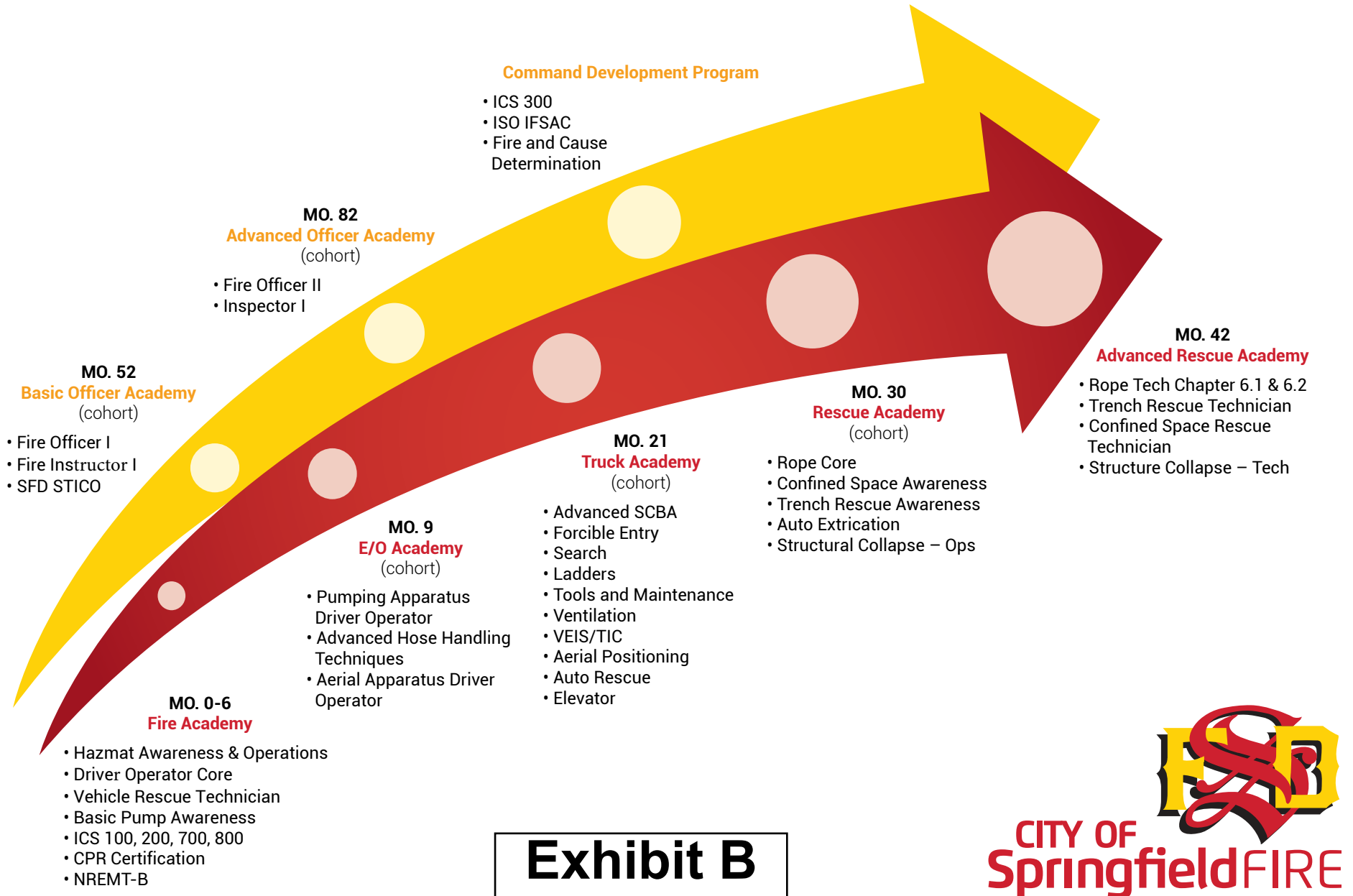
City Manager

Date: _____

Date: _____

THE SPRINGFIELD FIRE DEPARTMENT CAREER ACADEMY PATH

The SFD Professional Development Advanced Academy program provides our Firefighters and Officers the educational foundation and certifications necessary to provide safe and effective emergency services to our community. This program provides required training to perform in an out-of-title role and in preparation for promotional opportunities consistent with professional standards.



One-rdg. _____
P. Hrngs. _____
Pgs. 65
Filed: 09-28-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-258

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Wastewater
2 Service Contract and Mutual Aid Agreement with the City of
3 Battlefield for the purpose of continuing to provide contract
4 wastewater service to Battlefield.
5
6

7 WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment
8 Works (hereinafter "POTW") and has capacity to receive and treat wastewater from
9 surrounding communities, which will provide an environmental benefit to the region by
10 offering more effective, efficient, and lower cost wastewater treatment than smaller,
11 separate wastewater treatment facilities; and
12

13 WHEREAS, Springfield City Council authorized the current wastewater services
14 agreement (Special Ordinance 23805) in February 2000 with a 20-year term to be
15 replaced by this agreement; and
16

17 WHEREAS, the previous version of the contract to treat Battlefield's wastewater
18 required a monthly remittance based upon a combined base charge and volume charge
19 for each individual wastewater customer as well as a remittance of any new connection
20 charges. The parties agree this payment method has historically proven cumbersome for
21 both communities and a simplified method, based on a per 100 cubic feet (ccf) charge for
22 total volume of metered flow discharged from the City of Battlefield's Sewer Collection
23 System to the POTW at the point of connection is preferred and representative of the
24 industry standard; and
25

26 WHEREAS, the City of Battlefield is authorized pursuant to its governing body, to
27 pay Springfield a volume charge for wastewater disposal, as determined by the
28 Springfield City Council from time to time, and based upon the volume of water
29 discharged into Springfield's POTW to be determined by meter reading at the mutually
30 agreed point of connection to the POTW; and
31

32 WHEREAS, each party desires to enter into a Mutual Aid and Assistance
33 Agreement which provides terms of mutual assistance in times of emergency, including

provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Wastewater Service Contract with the City of Battlefield, said contract to be substantially in form and content as “Exhibit A,” which is attached hereto and incorporated herein by this reference with such changes as shall be approved by the City Attorney, and to do all things necessary to carry out the intent of the contract.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a Mutual Aid and Assistance Agreement with the City of Battlefield, said agreement to be substantially in form and content as “Exhibit B,” which is attached hereto and incorporated herein by this reference, with such changes as shall be approved by the City Attorney, and to do all things necessary to carry out the intent of the agreement.

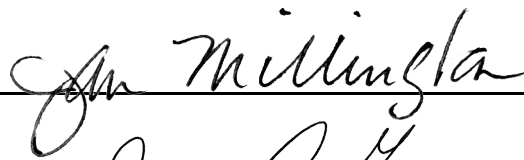
Section 3 – This Ordinance shall be in full force and effect from and after passage.

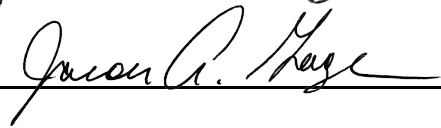
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Deputy City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-258

FILED: 09-28-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into a Wastewater Service Contract as well as a Mutual Aid and Assistance Agreement with the City of Battlefield for the purpose of continuing to provide contract wastewater service to Battlefield.

BACKGROUND INFORMATION: For decades the City of Springfield has operated a wastewater collection system and two wastewater treatment plants in accordance with our National Pollution Discharge Elimination System ("NPDES") permit with the Missouri Department of Natural Resources ("MDNR"). These permits require Springfield to adhere to the stringent standards of the Federal Clean Water Act ("CWA") regarding the operation of its sewer system and the discharge from the treatment plants.

In lieu of constructing its own treatment plant, the City of Battlefield has historically elected to send its wastewater to the City of Springfield for treatment in accordance with our NPDES permit. This service is facilitated through a contract that requires Battlefield to submit monthly remittances and enforce rules regarding operation of its sewer system and allows Springfield to recover costs associated with accepting Battlefield's wastewater. Battlefield's current wastewater contract was adopted by Springfield City Council by Special Ordinance 23805. The current contract has been in place since May 12, 2000, expired on May 12, 2020, and was administratively extended until a new contract could be put in place.

Under the current contract, Battlefield makes a monthly payment to Springfield based on the number of wastewater connections and the total wastewater volume billed to its customers during that month. The contract allows Battlefield to deduct a percentage of this remittance to defer system operation and maintenance costs. Springfield's NPDES permit includes several operational requirements, including the need to adopt and maintain sewer use ordinances that prohibit certain substances from entering its sewer system. Since Battlefield's sewer collection system flows into and forms an extension of Springfield's permitted system, Battlefield is also required to adopt and maintain similar sewer use ordinances.

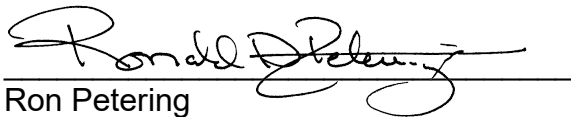
For the last several decades, this agreement has served both communities well. However, following a lengthy review of the contract, the City of Springfield has proposed to restructure the current wastewater contract to provide a more streamlined approach and improve contract conformity. Under this new proposed contract, Springfield will recover expenses associated with providing wastewater treatment to the City of Battlefield through a per-gallon charge, or "wholesale" rate, that will be measured at the point of connection and billed quarterly. This updated contract will no longer require Battlefield to monthly report its number of customers and individual wastewater use. It will also eliminate fees for each new permitted sewer connection. Battlefield will simply

pay Springfield for the wastewater delivered to Springfield's treatment plant and continue to enforce rules regarding the use of its sewer system.

In addition, both parties wish to enter into a Mutual Aid and Assistance Agreement which provides terms of mutual assistance in times of emergency, including provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis.

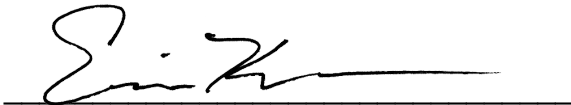
REMARKS: The Department of Environmental Services recommends approval of the proposed contract and would like to thank the City of Battlefield for their work in restructuring the agreement.

Submitted by:



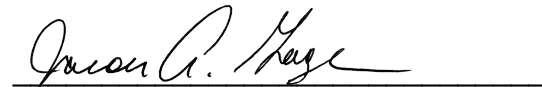
Ron Petering
Assistant Director of Environmental Services

Recommended by:



Errin Kemper
Director of Environmental Services

Approved by:



Jason Gage
City Manager

Exhibit A

WASTEWATER SERVICE CONTRACT

Between

CITY OF SPRINGFIELD, MISSOURI

and

BATTLEFIELD, MISSOURI

Dated:

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	5
ARTICLE I – SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS	7
Section 101. Precedence; Short Title	7
Section 102. Meanings and Construction	7
A. Definitions	7
B. Construction.....	14
Section 103. Duration of the Contract	14
Section 104. Successors.....	15
Section 105. Parties of Interest	16
ARTICLE II – OPERATION AND MAINTENANCE OF THE POTW AND SATELLITE COMMUNITY SEWER COLLECTION SYSTEM.....	16
Section 201. Operation of POTW and Satellite Community Sewer Collection System.....	16
Section 202. Rules, Regulations and Other Details.....	17
Section 203. Regulations for Use: Satellite Community Discharge of Wastewater	18
Section 204. Regulations for Use: Industrial User Discharge of Wastewater	21
Section 205. Inflow and Infiltration.....	24
Section 206. Satellite Community’s Sewer Collection System and Connection to Springfield	25
Section 207. Connection to Springfield and Division of Costs.....	27
Section 208. Covenant Against Waste.....	28
Section 209. Right of Inspection.....	28
Section 210. No Vested Rights of Satellite Community in POTW	29
Section 211. POTW Capacity	29
Section 212. Overflow Response Plan.....	30
Section 213. Mutual Aid Agreement	30
ARTICLE III – PAYMENT BY SATELLITE COMMUNITY	31
Section 301. Agreement to Pay.....	31
Section 302. Satellite Community’s Source Funds	31
Section 303. Satellite Community Collection of Charges.....	31
Section 304. The Contract Sum	32

Section 305. Meter Reading and Calibration	34
Section 306. Payment of Contract Sum	35
Section 307. Delinquent Payment by Satellite Community	35
Section 308. Contracts with Others	36
Section 309. Satellite Community's User Charge System	36
Section 310. Resolution of Disputes	37
Section 311. Connection Fees.....	39
Section 312. Annual Records and Report	39
A. Certified Annual Report.....	39
B. Failure to Comply	40
ARTICLE IV – MISCELLANEOUS.....	40
Section 401. Effective Date	40
Section 402. Performing Duties.....	40
Section 403. Further Assurances	41
Section 404. Limitations Upon Consent	41
Section 405. Form of Consent	42
Section 406. Conformity with Laws and Regulations.....	42
Section 407. Acts of God.....	43
Section 408. Nonassignability	43
Section 409. Amendments	43
Section 410. Severability	44
Section 411. Execution of Documents; Further Acts	44
Section 412. Waiver	44
Section 413. Remedies	45
Section 414. Entirety	45
Section 415. Applicable Law; Jurisdiction; Captions	45
Section 416. Injunctive Relief	45
Section 417. Authority.....	46
Section 418. Notice	46
Section 419. Indemnification.....	47
Exhibit A	49

SERVICE CONTRACT

between

CITY OF SPRINGFIELD
Greene County, Missouri and

BATTLEFIELD,
Greene County, Missouri

THIS SERVICE CONTRACT, made and entered into this ____ day
of _____, 2021, (regardless of when signed by the parties hereto), is by and
between THE CITY OF SPRINGFIELD, MISSOURI (herein referred to as
“Springfield”), a Municipal Corporation and duly organized Constitutional Charter City,
of the County of Greene, State of Missouri, and BATTLEFIELD, MISSOURI, a
municipal corporation (herein referred to as the “Satellite Community”).

WITNESSETH:

WHEREAS, Springfield owns and operates a regional Publicly Owned
Treatment Works (hereinafter “POTW”) and has capacity to receive and treat
wastewater from surrounding communities, which will provide an environmental
benefit to the region by offering effective, efficient, and lower cost wastewater
treatment than smaller, separate wastewater treatment facilities; and

WHEREAS, Battlefield has determined it is in the best interest of its community
for Springfield to treat the sewage from Battlefield and its surrounding agreed to areas;
and

WHEREAS, it is in the best interest of the region for Battlefield to own, operate
and maintain its own system of gravity sewers, lift stations and force mains to serve its

Community (hereinafter “Satellite Community Sewer Collection System”); and

WHEREAS, Battlefield is a customer of Springfield’s POTW, Battlefield being a political subdivision within Greene County which has a wastewater service contract or user agreement with Springfield; and

WHEREAS, Springfield and Battlefield agree to cancel their previous wastewater contract or agreement, and any amendments thereto (hereinafter “Original Contract”), and replace the same with a new Wastewater Service Contract (hereinafter “Contract” or “Service Contract”) for the collection and treatment of sewage from Battlefield’s Sewer Collection System; and

WHEREAS, the Original Contract between Battlefield and Springfield required Battlefield to submit a monthly remittance based upon a combined base charge and volume charge for each individual wastewater customer as well as a remittance of any new connection charges. The parties agree this payment method has historically proven cumbersome for both communities and a simplified method, based on a per gallon charge for total volume of metered flow discharged by Battlefield to the POTW at agreed Connection Point(s) (identified in Exhibit A, attached hereto and incorporated herein by this reference), is preferred and representative of the industry standard; and

WHEREAS, Battlefield is authorized pursuant to its governing body, to pay Springfield a volume charge for wastewater disposal (hereinafter “Contract Sum”), such Contract Sum to be determined by the Springfield City Council from time to time, and based upon both the volume of water used by the residential, commercial, and industrial establishments both within and without the jurisdictional limits of Battlefield and discharged into Springfield’s POTW together with such amounts, if any, of

groundwater, surface water, and storm water that is allowed to be discharged into the POTW, said volume to be determined by meter reading at or near the mutually agreed Connection Point(s) to the POTW. The Contract Sum to be fixed at such rate that shall, together with all other revenues of Springfield, ensure the provision of sufficient revenues for the operation, maintenance, rehabilitation and restoration of the POTW; and

WHEREAS, the POTW will be for the primary benefit of the users within the City of Springfield, Missouri.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS

SECTION 101. Precedence; Short Title

This Service Contract to accept and receive Satellite Community's wastewater shall supersede and have precedence over any prior wastewater service contract(s) or agreement(s), and amendments thereto, between Satellite Community and Springfield. Any prior contract(s) including the Original Contract and any amendments thereto is hereby rescinded and replaced in its entirety upon execution of this Service Contract.

SECTION 102. Meanings and Construction

A. Definitions

All terms which are defined herein shall have the same meaning for all purposes of this Service Contract as amended and supplemented, and of any instrument or

document appertaining hereto and whether or not such term is capitalized when used (except where the context by clear implication otherwise requires).

“Act” or “Clean Water Act” – Refers to the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq., and applicable Missouri Clean Water law.

“Annual Fee Study” – Springfield City Council annually approves fees related to the cost recovery for certain City services and functions. Each fee undergoes an annual study to determine the cost of the service.

“Annual Average Daily Flow” – The total volume of wastewater flowing into a Connection Point during any consecutive 365 days, divided by 365 and expressed in units of MGD. This volume includes the total volume of wastewater, together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the Satellite Community Sewer Collection System.

“Bonds” – All outstanding bonds issued by Springfield to date, and all subsequent bonds issued by it, or on its behalf, for the purpose of paying the cost of acquiring, constructing, improving or extending the POTW and all refunding bonds issued by it, or on its behalf, to refinance any such bonds. The term also includes sewer system revenue bonds issued to date and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and refunding bonds.

“Bond Documents” – Springfield’s bond resolutions and all subsequent bond resolutions approved by Springfield’s Council, together with all documents necessary

for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending the POTW, including land and easements, interceptor sewer lines, and sewage treatment facilities.

“Connection” or “Connection Point(s)” – A piped tie-in to Springfield’s POTW which conveys sewage.

“Contract” or “Service Contract” – Means the terms of this agreement between Springfield and Satellite Community and all provisions contained herein. “Original Contract” means any prior contracts between the parties and any amendments thereto which are superseded by execution of this “Service Contract.”

“Contract Sum” – The amounts paid or required to be paid from time to time by Satellite Community to Springfield pursuant to Section 304 of this Service Contract.

“Domestic Waste” – The waterborne waste derived from ordinary household living processes including, but not limited to waters from water closets, urinals, lavatories, sinks, bath tubs, showers, household laundries, household garbage grinders and drinking fountains.

“Food Service Establishment” – Any establishment or operation where food is provided for individual portion service directly to the consumer, whether the food is provided free of charge or sold, and whether the food is consumed on or off the premises.

“Hauled Waste” – Waste transported by haulers and discharged to a publicly owned treatment works by a conveyance other than a pipe (e.g., by truck or rail). Hauled waste might be sewage or domestic waste, or it might include non-domestic waste, or a

combination of both types of waste. The term “hailed waste” merely refers to the waste transportation method to the POTW. Hauled waste might include: chemical toilet waste, domestic septage, ground water remediation site waste, grease and sand trap waste, restaurant grease, landfill leachate, nonhazardous commercial and industrial (categorical and noncategorical) waste, and wastewater from hydrofracturing or other drilling processes.

“Hazardous Waste” – Any waste defined as such at 40 CFR 261 and/or 10 CSR 25-4.261.

“Hereby”, “Herein”, “Hereinabove”, “Hereinafter”, “Hereinbefore”, “Hereof”, “Hereto”, “Hereunder”, and any similar term, refer to this Contract and not solely to the particular portion thereof which such word is used; “Heretofore” means before the stated date of this Contract; and, “Hereafter” means after the stated date of this Contract.

“Indirect Discharge” – The introduction of pollutants into a POTW from any non-domestic source regulated under section 307(b), (c), or (d) of the Act.

“Industrial User” – In this Service Contract means any non-domestic user connected to the Satellite Community Sewer Collection System.

“Industrial Waste” – Any liquid or waterborne waste from an Industrial User, other than domestic waste.

“Infiltration” – Includes any storm water, surface water or groundwater that enters a sanitary sewer collection system through broken or defective pipes, improper joints or connections, deteriorated manhole components, broken foundation drains or defective service laterals.

“Inflow” – Includes any storm water which gains access to a sanitary sewer

collection system through direct sources, including, but not limited to vented manhole lids, downspouts, area drains, indirect storm sewer connections, storm sewer cross-connections and uncapped cleanouts below grade, roof drains, cellar or basement drains, sump pumps or yard drains.

“MDNR” – The Missouri Department of Natural Resources and any successor agency.

“MGD” - Million Gallons per Day.

“Ordinances for Sewer Collection System Use” or “Ordinances” – The Satellite Community ordinances and regulations governing usage and connection to the Satellite Community Sewer Collection System, which shall be maintained and enforced at all times by the Satellite Community while this Service Contract is in effect.

“Original Contract” – Means any prior contracts between the parties and any amendments thereto which are superseded by execution of this “Service Contract.”

“Publicly Owned Treatment Works” or “POTW” – For this Service Contract means the treatment works owned and operated by the City of Springfield, as defined by Section 212 of the Act, which includes any devices and systems used in the storage, treatment, recycling and reclamation of domestic and municipal sewage or industrial wastes of a liquid nature, including without limitation the interceptor trunk and connection, sewers, manholes, access junctions, metering, sampling and related structures, pump stations, treatment plants and support facilities, solid waste disposal systems and land, easements and rights-of-way, all as may be acquired or constructed by Springfield or acquired from others, whether interim or permanent facilities, whether existing or to be constructed to serve the needs of Springfield and its wastewater

customers (excluding any Satellite Community or wholesale customer), and whether acquired or constructed as initially planned facilities, as extensions or replacements thereof or improvements thereto, all as necessary or appropriate to achieve Springfield's purposes. This definition does not include Satellite Community's Sewer Collection System.

"Pretreatment Program" – The documents (rules, regulations, ordinances, contracts, or agreements), procedures and funding mechanisms developed and adopted by Springfield in response to the requirements of Title 40 CFR Part 403 - "General Pretreatment Regulations for Existing and New Sources." (hereinafter "40 CFR Part 403").

"Rate(s)" – Such charges as are recommended by the Department of Environmental Services and adopted by the City Council of Springfield and which shall always provide sufficient revenues for the operation and maintenance, including a reserve fund, of the POTW as determined by Springfield City Council;

"Sanitary Sewer Overflow" – A condition in which the wastewater flow rate in the POTW or Satellite Community Collection System exceeds the capacity of the sewer to the extent that untreated raw wastewater is discharged to waters of the State.

"Satellite Community" – For this Service Contract means the municipal entity, town, or sewer corporation that is a party to this Service Contract, other than the City of Springfield, that owns, operates and maintains its own system of gravity sewers, lift stations and force mains to serve the Satellite Community (hereinafter "Satellite Community Sewer Collection System"), but does not have a treatment plant to treat domestic sewage in an environmentally sound manner in accordance with applicable

local, state and federal laws and regulations.

“Satellite Community Sewer Collection System” or “Sewer Collection System” –

For this Service Contract means a system of gravity sewers, lift stations and force mains owned by Satellite Community and connected to Springfield’s POTW through a mutually agreed Connection Point(s), which provides now or hereafter for the collection and conveyance of sewage or wastewater or any combination thereof as permitted by law.

“Sewage” – The spent water of a community which may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the POTW. Sewage shall mean the same as the word ‘wastewater’ and is used interchangeably.

“Urban Service Area” or “USA” – For this Service Contract means the developed, undeveloped, or agricultural land, either incorporated or unincorporated, within the sphere of influence of a city, which is served or proposed to be served, by urban facilities, utilities, and services in a specified urban service area boundary developed through the city’s governing body.

“Urban Boundary Agreement” – For this Service Contract means the mutually agreed boundary between satellite community and City of Springfield, for the purpose of governing future growth of both cities.

“User Fee” – The user fees and charges assessed by a Satellite Community and collected from Satellite Community customers for wastewater services.

“Wastewater Regulations” or “Regulations for Use” – Springfield City Code

Chapter 120 - Wastewater Regulations, as may be amended from time to time by Springfield City Council.

“Wastewater” – Same as the definition for “Sewage” above.

B. Construction

This Service Contract, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (1) All interpretations and applications of this Service Contract shall be construed to apply only to the extent that the terms of this Service Contract impact the services provided by Springfield to Satellite Community.
- (2) Definitions include both singular and plural; pronouns include both singular and plural and cover all genders;
- (3) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by number, letter and otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Service Contract so numbered or otherwise so designated;

SECTION 103. Duration of the Contract

This Service Contract and each and every provision hereof shall remain in full force and effect for an initial period of ten (10) years, with automatic renewal for two (2) additional 5-year terms unless either party provides written notice within six (6) months of the expiration of the current term. Representatives from Springfield and the Satellite Community shall meet no later than twelve (12) months prior to expiration of this Service Contract to discuss renewal, termination, or modification of this Service

Contract. Any and all prior contracts, and amendments thereto, between Springfield and Satellite Community are hereby null and void and replaced by this current Contract.

This Service Contract may be amended or terminated upon written, mutual agreement of Springfield and Satellite Community. Springfield reserves the right to terminate this Service Contract for cause with 18 months' written notice of the nature of breach provided to Satellite Community.

The occurrence of the itemized nature of breach will justify termination for cause, unless Satellite community begins, within seven (7) days of receipt of notice, to cure its breach of the terms of the contract and proceeds diligently to cure such breach within no more than 30 days of receipt of said notice. If Satellite Community is diligently proceeding to cure such default, but such cure cannot be accomplished within 30 days, Satellite Community may, as part of its cure, request a reasonable amount of additional time, up to an additional sixty (60) days to cure any breach. The total right to cure shall not exceed 90 days. If the default is cured prior to the end of the cure period, then the notice of termination shall be null and void. Either party may initiate a mediation proceeding following the procedures set forth in Section 310 below after the initial 30-day time frame.

SECTION 104. Successors

Wherever Springfield or Satellite Community is referred to herein, such provision shall be deemed to include the successors of Springfield or Satellite Community, as the case may be, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions, for the benefit of Springfield or Satellite Community contained herein, shall bind and shall

inure to the benefit of such successors and shall bind and shall inure to the benefit of any officer, board, commission, council, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of Springfield or Satellite Community respectively, or of its successors, the possession of which is necessary or appropriate in order to comply with any such covenant, stipulation, obligation, agreement, or other provision hereof.

SECTION 105. Parties of Interest

Nothing in this Service Contract expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto, any rights, remedy or claim, legal or equitable, under or by reason of this Service Contract, this Contract being intended to be and being for the sole and exclusive benefit of the parties hereto. For the purpose of the enforcement of collection of revenue owed to Springfield, Springfield may pledge, assign and transfer the right to receive and collect Contract Sums provided for in this Service Contract; and from and after such pledge, assignment and transfer, such assignee shall have Springfield 's rights and privileges hereunder, but only as to revenue, to the extent and as conferred in such pledge, assignment and transfer.

ARTICLE II

OPERATION AND MAINTENANCE OF THE POTW AND SATELLITE COMMUNITY SEWER COLLECTION SYSTEM

SECTION 201. Operation of POTW and Satellite Community Sewer Collection System

Springfield shall treat sewage received from the Satellite Community's Sewer Collection System, for the Contract Sum as set out herein, provided that the Satellite Community shall at all times properly construct, operate, maintain, and repair all portions of its Sewer Collection System according to state and federal laws, up to and including the Connection Point(s) to Springfield's POTW. Satellite Community's failure to properly construct, operate, maintain, and repair all portions of its Sewer Collection System according to state and federal laws may, at Springfield's discretion, be construed a breach of the terms of this Service Contract.

Springfield shall at all times, operate the POTW properly and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same to be so maintained, preserved, and kept in good repair, order, and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the POTW may be properly conducted in a sound and economical manner. However, nothing herein shall provide Satellite Community any right to participate in any decision making or in the operation, maintenance or management of the POTW.

SECTION 202. Rules, Regulations and Other Details

The operation, use, and services of Springfield's POTW shall be governed by Springfield City Code Chapter 120 – Wastewater Regulations, in effect as of the date of this Service Contract, and as may be further amended from time to time by Springfield City Council (hereinafter "Wastewater Regulations"). Said Wastewater Regulations,

and any amendments thereto, are publicly available and made a part of this Service Contract as though set forth, in full, and verbatim. The Pretreatment Program set forth in the Wastewater Regulations applies specifically to Industrial User discharges to the POTW or the Satellite Community Sewer Collection System (See also Sections 203 and 204 herein). Satellite Community shall comply with all valid acts, rules, regulations, orders and directives of any legislative, administrative or judicial body applicable to the POTW or Satellite Community Sewer Collection System, and shall enforce the same as to its system including Industrial Users discharging therein.

SECTION 203. Regulations for Use: Satellite Community Discharge of Wastewater

- A. The Satellite Community's connections to the POTW shall be limited to the Connection Point(s) described in Exhibit A to this Service Contract and made a part hereof by reference as much as if set forth, in full, and verbatim. Said Exhibit A shall be amended only by consent of both parties, in writing.
- B. In further consideration for Springfield accepting and treating Satellite Community's wastewater, Satellite Community covenants and agrees to adopt and maintain at all times, while this Service Contract is in effect, ordinances and regulations governing usage and connection to its Satellite Community Sewer Collection System, hereinafter "Ordinances for Sewer Collection System Use" or "Ordinances", that are designed to protect the POTW from pollutants which are either determined not to be susceptible to treatment by the POTW or which would interfere with the operation of the POTW. These Ordinances shall, at a minimum:

- (1) Grant Satellite Community authority to enforce pretreatment regulations, in accordance with 40 CFR Part 403, that are at least as stringent as Springfield's Wastewater Regulations.
- (2) Adopt "local limits" in accordance with 40 CFR Part 403 for wastewater discharges that are at least as stringent as those found in Springfield's Wastewater Regulations.
- (3) Prohibit any discharges of hauled waste or sewerer non-domestic waste to the Satellite Community's Sewer Collection System.
- (4) Prohibit any discharges containing any Hazardous Waste to the Satellite Community's Sewer Collection System.
- (5) Provide authority to require all existing and future Food Service Establishments to provide grease removal devices, and to maintain applicable pumping schedules in compliance with, or at least as restrictive as, current and amended Springfield Wastewater Regulations.
- (6) Require notification of applicable wastewater standards (or "Ordinances") to all new industrial and commercial development, before the issuance of any building permits.
- (7) Effectively prohibit and/or correct and remove any connections to the Sewer Collection System that result in known Inflow and Infiltration.
- (8) Prohibit issuance of any further permits for the connection to or use of its Sewer Collection System, and allow no such further connections, upon notice from Springfield of any of the following:
 - a. Satellite Community has not paid to Springfield the established

Contract Sum; or

- b. Satellite Community has received notice from Springfield that it is in breach of this Service Contract; or
- c. A moratorium has been placed upon Springfield's issuance of new building permits by MDNR or Springfield because of lack of capacity of its POTW.

C. Measurements for wastewater flow rate and sampling for wastewater testing shall be conducted by Springfield at Connection Point(s) to the POTW or at other locations in Satellite Community's Sewer Collection System in accordance with this Service Contract or Springfield's Wastewater Regulations. If tests conducted by either Springfield or Satellite Community indicate wastewater discharged to the POTW exceeds the flow or quality criteria set forth in Springfield's Wastewater Regulations, Springfield shall have the right, in its sole business judgement, to:

- (1) Require pretreatment to an acceptable condition before discharge, in keeping with good engineering practices; and
- (2) Assess a surcharge payment to cover the added cost of treatment for characteristics outside the established limits, in keeping with good engineering practices.

D. Should Springfield have validly imposed upon it a monetary penalty or fine by any court, agency or instrumentality of the State of Missouri or the United States of America having competent jurisdiction, and should such penalty be imposed,

in whole or in part, because of some action or failure to take action on the part of Satellite Community with regard to its Sewer Collection System or the users thereof and whether or not Springfield has the right to enforce such compliance directly or indirectly, Springfield, in its sole business judgment, shall have the right to both require Satellite Community to immediately reimburse Springfield for any monies so paid or so required to be paid because of said penalty or fine, and to declare Satellite Community in breach of this Service Contract.

SECTION 204. Regulations for Use: Industrial User Discharge of Wastewater

The parties specifically authorize, recognize, and acknowledge Springfield's obligation to implement and enforce the Wastewater Regulations including its Pretreatment Program, as amended, promulgated pursuant to the Act and the applicable provisions of 40 CFR Part 403. Satellite Community agrees to perform on its Sanitary Sewer Collection System any technical and administrative duties necessary to implement and enforce applicable pretreatment provisions of 40 CFR Part 403, and to adhere to applicable plumbing codes for grease removal on its Sewer Collection System. The parties specifically authorize, recognize, and acknowledge Springfield's right to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and Pretreatment Program any time and specifically in the event Satellite Community fails to protect its Sewer Collection System, and thereby the POTW, from industrial wastewater in a satisfactory manner.

Because Industrial Users in Satellite Community's jurisdictional boundaries will or may contribute wastewater to the POTW which includes industrial waste, the parties

agree to the following terms and conditions:

A. If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but within at least 120 days after the effective date hereof) to adopt, maintain and upkeep Ordinances for Sewer Collection System Use (hereinafter “Ordinances”) which acknowledge and grant to Satellite Community the responsibility to require and monitor compliance of discharges into its Sewer Collection System and respond to and remedy violations or other instances of noncompliance of the Clean Water Act, as outlined in Section 203 above, and 40 CFR Part 403, including but not limited to:

(1) Adoption of “Local Limits” which address the same pollutant parameters and which are at least as stringent as the Local Limits enacted by Springfield, and as amended from time to time, and as set forth in the Wastewater Regulations and Pretreatment Program.

(2) Authority to perform technical and administrative duties necessary to implement and enforce the Ordinances for Sewer Collection System Use and the Pretreatment Program, consistent with 40 CFR Part 403, including, but not limited to, the following authorities and responsibilities:

- i. determining the acceptability of industrial waste to the POTW from Industrial Users contributing to the Satellite Community’s Sewer Collection System;
- ii. conducting appropriate sampling and analysis of effluent from Industrial Users and potential high-strength customers contributing to the Satellite Community Sewer Collection System;

- iii. issuing permits to Industrial Users contributing to the Satellite Community Sewer Collection System;
- iv. conducting inspection and compliance monitoring of effluent from contributing Industrial Users and high-strength customers; and
- v. performing an Industrial User survey to identify new or changed industry at least every calendar year; and
- vi. performing enforcement for acts of noncompliance of Ordinances for Sewer Collection System Use concerning fats, oils and grease collection and/or the Pretreatment Program.

B. Before Industrial Users located outside Satellite Community's jurisdictional boundaries are allowed to discharge into Satellite Community's Sewer Collection System, Satellite Community agrees to negotiate and secure an agreement with such user that all Ordinances will be followed. Such an agreement shall be substantially equivalent to this Section 204, the substantive provisions thereof shall be substantially equivalent to Sections 203 through 206, and a draft thereof shall be forwarded to Springfield for its reasonable approval prior to execution.

C. If Springfield reasonably believes that a violation of Satellite Community's Ordinances exists and/or the alleged violation also violates Springfield's Wastewater Regulations and/or any provision within 40 CFR Part 403, Springfield shall have the authority to demand that Satellite Community commence enforcement of its Ordinances against an Industrial User or any other user of Satellite Community's Sewer Collection System, by sending written notice to Satellite Community stating the reasons for its belief that a violation exists and requesting that such enforcement

by Satellite Community be commenced.

Upon receipt of any such notice stating a reasonable belief that a violation exists, Satellite Community shall commence and diligently pursue enforcement of its Ordinances. Springfield may, at its sole discretion, assist Satellite Community with any inspection, monitoring, and sampling necessary to the enforcement action.

If Springfield gives such written notice, and Satellite Community fails to commence and diligently pursue enforcement of its Ordinances, Springfield may, at its sole business discretion, consider said failure to be in breach of this Service Contract. Any additional cost or charge to Springfield, including fines and penalties, resulting from said failure shall be borne entirely by Satellite Community, provided that the failure of Satellite Community to obtain a conviction shall not be deemed a failure to commence and diligently pursue enforcement.

- D. Any failure of Springfield to give any notices referenced under this Section shall not excuse Satellite Community from complying with the terms of this section, nor create any liability on the part of Springfield.
- E. Any dispute arising out of this Service Contract shall be resolved in accordance with the applicable provisions hereof, which shall in no way limit Springfield's power to enforce requirements directly against Industrial Users using Satellite Community's Sewer Collection System in the event Satellite Community is unable or unwilling to take such action, nor shall it preclude Springfield from seeking other remedies against Satellite Community.
- F. Any routine compliance monitoring and/or documentation compiled by the Satellite Community in the course of administering the Pretreatment Program shall be

provided to Springfield within 30 days of sample collection and shall be included in the Certified Annual Report provided in Section 312.

SECTION 205. Inflow and Infiltration

The parties recognize and acknowledge Springfield 's right to implement and enforce federal and state regulations delegated to and implemented by Springfield, as may become enacted to govern infiltration/inflow and reasonably prevent sanitary sewer overflows.

Springfield and Satellite Community will each operate and maintain its own respective wastewater collection system according to standard engineering and management practices, and in doing so, each will effectively police, monitor and control, to the most reasonable extent possible, its respective sanitary wastewater collection systems so as to preclude storm, surface or ground water that is not intentionally admitted.

Satellite Community further agrees to maintain in effect Ordinances prohibiting the connection of roof drains, porch drains, driveway drains, parking lot drains, street drains, footing drains and surface or ground water sump pumps to its Sewer Collection System and to require their immediate removal or disconnect upon discovery of such connection. Satellite Community agrees to notify Springfield of any amendment to such Ordinances. Satellite Community will further perform reasonable monitoring and inspection to avoid significant infiltration and inflow to Satellite Community's Sewer Collection System.

SECTION 206. Satellite Community's Sewer Collection System and Connection to Springfield

A. Satellite Community's Sewer Collection System: Satellite Community, at its own expense and cost, will construct, install, operate, and maintain any and all improvements to its Sewer Collection System necessary to cause all sewage originating in Satellite Community's Sewer Collection System to deliver and discharge into the POTW, and will keep its Sewer Collection System connected with the POTW.

Satellite Community shall make all improvements to its Sewer Collection System without cost to Springfield and in full compliance with applicable federal and state laws and regulations. Prior to making any improvement to its Sewer Collection System, the Satellite Community shall obtain any necessary approval from MDNR for any such improvements. Such improvements shall be made in accordance with plans and specifications approved by MDNR and shall provide MDNR with all required certifications relating to such improvements. The Satellite Community will immediately provide Springfield with a copy of any application for a Construction Permit submitted to MDNR. Satellite Community agrees it shall include the appropriate, executed "Continuing Authority and Receiving Wastewater Treatment Facility Acceptance" form, with all Sewer Extension Construction Permit Applications submitted to MDNR.

In the event any defects(s) in materials, workmanship, construction, or inspections are discovered within one year, or such longer term as may be allowed by law, of the completion of any new improvements to Satellite Community's Sewer Collection System, Satellite Community agrees to promptly prosecute all lawful remedies against the developer(s), manufacturer(s), supplier(s), contractor(s),

engineer(s), and surety(s) to correct any such defect. In the event such defects are not corrected, and the defect affects in a material way the public health, safety or environmental compliance of the POTW (including the contribution of inflow or infiltration), the Satellite Community shall not continue to issue sanitary sewer connection permits within its Sewer Collection System. If such use continues, Springfield may in its discretion, consider the failure to enforce correction or the continued issuance of connection permits to be a breach of this Service Contract entitling Springfield to discontinue treatment of sewage from the Satellite Community Sewer Collection System and seek appropriate judicial relief if indicated.

All acquisitions, additions, alterations, reconstruction, improvements or extensions to the Sewer Collection System shall become a part of the Sewer Collection System owned exclusively by the Satellite Community and shall be subject to the terms and conditions of this Service Contract.

B. Connection to Springfield: Consistent with this Service Contract, Satellite Community shall both retain full power and authority over its existing Sewer Collection System and full power and authority to provide additional sewer service to customers within the:

i. Existing city limits of Battlefield, as shown in Exhibit B (city limits as of the effective date of this contract, or any mutually agreed to written revisions to Exhibit B) including the construction or acquisition of facilities for the collection and transportation of sewage arising within the corporate limits of Battlefield.

ii. Annexation Boundary of Satellite Community - Battlefield may also provide sewer service to persons in an area outside its existing corporate limits in the area

described in Exhibit B as the Battlefield Annexation Boundary, without the express written consent of Springfield if the area where sewer service is provided is annexed into Battlefield prior to providing the sewer service. Neither Battlefield nor Springfield shall permit persons outside the Battlefield Annexation Boundary shown in Exhibit B to connect to Battlefield's Sewer System without the express written consent of both parties. Connection to Springfield's POTW by persons outside Battlefield Annexation Boundary shall be on such terms and conditions as Springfield authorizes. All sewage within the Battlefield Annexation Boundary shown in Exhibit B shall be treated by Springfield.

iii. In order to induce Springfield to provide wastewater treatment to the area within the Battlefield Annexation Boundary, Battlefield agrees it will not extend its Sewer Collection System to any area outside of the Battlefield Annexation Boundary shown on Exhibit B without the written consent of Springfield. Springfield agrees that it will not extend Springfield's POTW to provide any sewer service into the area identified in Exhibit B as the Battlefield Annexation Boundary without the written consent of Battlefield.

Whenever possible, the parties shall avoid the use of lift stations by using gravity sewers. In order to facilitate and encourage the use of gravity sewers, Battlefield may directly connect property which is located within its corporate limits to the POTW without any additional charge (other than the charges required by this agreement and any other charges which are charged by Springfield to properties outside the Battlefield

Annexation Boundary to connect to the same sewer line) when such connection avoids the construction and use of a lift station provided the connection is made upon reasonable terms and conditions as determined by Springfield's Director of Environmental Services. Springfield may also connect property outside of Battlefield Annexation Boundary shown in Exhibit B to the Battlefield Sewer System without any additional charge (other than the cost to Battlefield to pump) when such connection avoids the construction and use of a lift station provided the connection is made upon reasonable terms and conditions as determined by an engineer for Battlefield and the additional sewage does not count towards Battlefield's capacity.

Nothing herein shall be deemed to limit Satellite Community's power with regard to areas inside or outside its jurisdictional limits, in accordance with the agreed to and established Urban Boundary Agreement. Nothing herein shall be deemed to limit Satellite Community's authority to charge persons outside its jurisdictional limits for the use of Satellite Community's Sewer Collection System.

Section 207. Connection to Springfield and Division of Costs

Satellite Community shall cause or continue to cause those portions of Satellite Community's Sewer Collection System transporting sewage to be connected with the POTW at the appropriate, agreed Connection Point(s) designated in Exhibit A, attached hereto and made a part hereof by reference as much as if set forth in full and verbatim. Every such Connection point shall constitute and shall be operated by Springfield as part of the POTW and shall include all such metering and other facilities as may be necessary to cause all sewage delivered at said Connection Point(s) to be metered and

sampled as a means of determining the quantity and characteristics of the wastewater discharged into the POTW from each location. Connection Point(s) of Satellite Community's Sewer Collection System to the POTW shall be limited to the locations designated in Exhibit A, or as amended and approved by Springfield in writing, and added as an amendment to this Service Contract.

Additional Connection Point(s), if requested by Satellite Community, may be approved and furnished by Springfield provided Satellite Community pays the Connection Fee (referenced in Section 311) and bears the cost of design and construction of the junction structure(s) or other facility if required to connect, meter, and sample flows contributed at that point. Such additional Connection Point(s) will be listed in an amendment to Exhibit A upon their approval by Springfield.

SECTION 208. Covenant Against Waste

Springfield and Satellite Community covenant not to do or suffer or permit any waste or damage, disfigurement or injury to the POTW.

SECTION 209. Right of Inspection

Springfield covenants and agrees, upon reasonable notice to Springfield, and the right of Springfield to accompany, to permit Satellite Community and the authorized agents and representatives of Satellite Community to enter the POTW during usual business hours for the purpose of inspecting the same. As permitted by law, upon reasonable notice to Satellite Community, and the right of Satellite Community to accompany, Springfield shall have the right but not the obligation to inspect Satellite

Community's Sewer Collection System.

SECTION 210. No Vested Rights of Satellite Community in POTW

Satellite Community shall not acquire any vested rights in the POTW by reason of this Service Contract. All or any portion of the Contract Sums to be paid by Satellite Community shall be deemed to be current costs of wastewater treatment, and to the extent applicable, operating expenses of Satellite Community's Connection Point(s).

SECTION 211. POTW Capacity

The wastewater that Springfield agrees to receive from the Satellite Community Sewer Collection System shall not exceed an Average Annual Daily Flow of 0.75 MGD, provided, however, this provision shall not constitute a reservation of capacity but only the right to use Springfield's POTW based upon its availability.

If it appears there will be insufficient capacity for Springfield to accommodate additional flows anticipated by Satellite Community and the flow anticipated from Springfield sewer customers during the then remaining term of the Service Contract, Springfield will, using reasonable assumptions, advise Satellite Community of the estimated date when new connections to the Satellite Community's Sewer Collection System will not be permitted to connect and ultimately discharge into Springfield's POTW. Springfield may, at its sole discretion, provide Satellite Community with an estimated schedule for the construction of additional facilities to meet the increased demand and a funding proposal to pay for such construction. Springfield reserves the right, at its discretion, to terminate this Service Contract at any time, with reasonable

notice, due to insufficient capacity.

SECTION 212. Overflow Response Plan

If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but in no event later than 180 days after the date hereof) to have and implement a valid Sanitary Sewer Overflow Response Plan (SSORP) for its Sewer Collection System; which plan shall be on file with MDNR.

SECTION 213. Mutual Aid Agreement

If Springfield and Satellite Community have not already done so, Satellite Community agrees as soon as reasonably possible (but in no event later than 180 days after the date hereof) to enter into a mutual aid agreement with Springfield pertaining to its Sewer Collection System, which shall outline the costs and response obligations of both parties in the event that assistance is requested.

ARTICLE III

PAYMENT BY SATELLITE COMMUNITY

SECTION 301. Agreement to Pay

Satellite Community agrees to pay Springfield for the treatment and disposal of its wastewater, as provided in Section 201 hereof, the Contract Sum provided for in Section 304 hereof.

SECTION 302. Satellite Community's Source Funds

The Contract Sum shall be paid by Satellite Community regardless of whether or not Satellite Community collects rates and charges from its connected users. If the user fees paid to Satellite Community are not sufficient to fully pay the Contract Sum or any portion thereof when due, the amount remaining unpaid, plus any delinquent charge, shall be paid by Satellite Community from its other income, revenues and property, as may be necessary to fully pay the Contract Sum.

SECTION 303. Satellite Community Collection of Charges

Satellite Community agrees to provide, by an appropriate ordinance or other governing rules, for the imposition and collection of a charge for the use of Satellite Community's Sewer Collection System or any part thereof, said charge to be sufficient to provide, and from time to time be revised to always be sufficient to provide Satellite Community with sufficient funds to pay the Contract Sum; Satellite Community further agrees to annually budget and appropriate such monies.

SECTION 304. The Contract Sum

Satellite Community's quarterly bill shall be comprised of a Volume Related Charge, High Strength Surcharges (if applicable), and Billing & Meter Charge, as

follows:

- A. Volume Related Charges - those charges directly attributable to the flow, as measured by the meter, at or near the Connection Point(s) established in Section 207 and Exhibit A. In the event of gravity Connection Point(s) to Springfield's POTW where metering may not be feasible, the volume of wastewater will be estimated based on the actual water use of commercial and residential facilities, excluding sources that do not contribute wastewater volume. In the event actual water use is not available for residential properties, estimated usage will be based on three ccf/month per bedroom for such residential facilities. The Volume Related Charge shall be billed based on the preceding three months of volume as determined by the flow meters and estimated volumes. The Volume Related Charge shall be established by Springfield City Council and amended from time to time.
- B. High Strength Surcharges (if applicable) - Industrial Users connected to Satellite Community's Sewer Collection System who discharge Total Suspended Solids (TSS) or Biochemical Oxygen Demand (BOD) in excess of an established limit as defined in Springfield's Wastewater Regulations shall be required to pay additional surcharges as established by Springfield City Council and amended from time to time. These surcharges will be assessed to the Industrial User by Satellite Community and will be calculated based on sampling procedures established in Springfield's Wastewater Regulations. Sampling will be required as a means to determine characteristics of wastewater contributed by Industrial Users within the Satellite Community's Sewer Collection System and will be at the expense of Satellite Community.

C. Billing and Meter Charge - those charges associated with administration and billing of Satellite Communities as well as the establishment, repair, and maintenance of Springfield's meters and meter structures located at or near the Connection Point(s). These costs will be determined as part of Springfield's Annual Fee Study and may include staffing costs associated with administering the billing program, capital costs of the meters and metering structures, and the repair, operation and maintenance of the meters and structures.

The fees and charges billed by Springfield per Section 304 of this Service Contract shall be deemed to be expenses of operating Springfield's POTW, and the assessment of the same against Satellite Community users shall not require confirmation, approval, or ratification by the Satellite Community by either ordinance or resolution. The duty of Satellite Community to pass necessary implementing legislation to impose sewer charges upon its customers as required by this Service Contract is deemed to be a ministerial duty and an operating expense of the Satellite Community. In the event Satellite Community has an objection to a rate or charge included by Springfield in the fee for the use of Springfield's POTW, Satellite Community shall be obligated to collect such rate or charge and pay under protest that portion of the fee to which it objects stating therein the reason for the protest. Failure to pay under protest shall be deemed an acceptance of such rate or charge. Procedures set forth in Section 310 shall apply to any such protest.

SECTION 305. Meter Reading and Calibration

This Section 305 is subject to change due to technological improvements in

wastewater measurements. As needed, Springfield will perform maintenance of flow measuring equipment, calculate flow quantities based on the flow readings, and perform a calibration of the meters.

As needed, Springfield's staff will calibrate and verify calibration of the meter at each meter structure. With a minimum twenty-four (24) hours' notice, representatives of Satellite Community may accompany Springfield's staff and/or Contractor and observe the calibration of the meter.

Satellite Community shall have the right, at their expense, to confirm meter calibration and/or to request supporting data needed to verify meter calibration. Satellite Community shall, no later than sixty (60) days after the visit or receipt of supporting data, advise Springfield of any differences regarding the meter calibrations, and the parties shall attempt to resolve any such differences. Neither the failure of Satellite Community to observe Springfield's calculation of flow or meter calibration, nor the failure of Satellite Community to advise Springfield and record in writing any differences between Satellite Community's readings or calibrations and those of Springfield shall affect the requirements of Section 304.

If, for any reason, Springfield's metering equipment is out of service or out of repair so that flow volumes for any period cannot be ascertained, Springfield shall estimate such volumes delivered during the period when the metering equipment is out of service or out of repair based on volumes during earlier periods under similar conditions when the metering equipment was registering properly. Satellite Community shall accept such estimate unless it is able to more accurately estimate such volumes delivered to the reasonable satisfaction of Springfield, in which case Satellite

Community's estimates shall be used.

SECTION 306. Payment of Contract Sum

The Contract Sum shall be billed quarterly by Springfield, as determined in Section 304. In all events, the quarterly billing shall be due and payable upon receipt.

SECTION 307. Delinquent Payment by Satellite Community

Any Contract Sum not paid within thirty (30) days from the date of billing will be considered delinquent and an additional charge of one and one-half percent (1.5%) per month for each month or portion thereof that the bill remains delinquent will be added thereto. Upon failure to make any such payment, the right to make any additional connection to the Satellite Community Sewer Collection System shall cease and Satellite Community shall not issue any permit for the construction of any building or structure requiring a connection to the Satellite Community Sewer Collection System.

Springfield may commence legal proceedings or available administrative proceedings against any Satellite Community which is delinquent in the payment of the Contract Sum. However, failure to commence legal proceedings or available administrative proceedings in a certain time frame does not limit or waive any legal right to pursue the delinquent payment.

Any overpayment by Satellite Community shall be credited against its payment obligations to Springfield for subsequent periods, and any underpayment shall be paid by Satellite Community within fifteen (15) days after Springfield's delivery of the final statement, with interest as provided in this section 307.

SECTION 308. Contracts with Others

No municipality, or other similar entity shall be permitted to connect to the POTW unless it has first duly entered into a contractual agreement with Springfield similar to this Service Contract, for payment of Contract Sums.

SECTION 309. Satellite Community's User Charge System

In conformance with Section 303 of this Service Contract, Satellite Community shall establish and maintain a User Charge System. The purpose of Satellite Community's User Charge System is to ensure the adequate collection of revenues to support the operation, maintenance and replacement needs of the Satellite Community's Sewer Collection System as well as Satellite Community's payment of the Contract Sum to Springfield. By signing this Service Contract, Satellite Community specifically acknowledges its ongoing obligation to comply with applicable Federal User Charge Requirements.

This Section 309 shall not be construed as conferring on Springfield, and Springfield shall not have, any right of review or approval of Satellite Community's User Charge System. Satellite Community shall maintain its User Charge System in accordance with applicable law.

SECTION 310. Resolution of Disputes

Any and all billing disputes, including the measurement of metered flow for purposes of computation of the Contract Sum, and any matters involving the duties or

obligations of either party to this Service Contract, that are unable to be resolved between Springfield and Satellite Community, shall be presented in writing to the other party, and shall include specific facts supporting the dispute. Satellite Community shall have thirty (30) days from the date of receipt of Springfield's Quarterly Billing to present the written notice that it is contesting the bill. Failure by Satellite Community to notify Springfield in writing, and to pay in full the disputed portion of a bill under protest within said thirty (30) day period, shall constitute a waiver on the part of Satellite Community and Satellite Community shall be deemed to have agreed to the accuracy of said bill. In the event of a properly notified dispute concerning a bill, or any matter involving the duties or obligations of either party to this Service Contract, the parties, by their designated representatives, shall meet, confer and discuss such disputes and possible resolutions within 90 days after presentation. The representatives thereafter shall again meet, confer and discuss the disputed issues within 30 days after the conclusion of the first meeting and after conferring with the governing bodies of each of the signatories to this Service Contract, or their representatives, and shall reduce to writing their points of agreement, points of disagreement, and recommendations.

In the event the dispute is not resolved, the parties may, by mutual consent, agree to arbitrate or mediate, or if they are unable to agree to arbitration or mediation, either party may proceed to litigate the matter in court or take any other action authorized by this Service Contract. Such arbitration or mediation shall be binding or nonbinding, as the parties may at that time agree.

A. Subject to any recognized privilege, discovery shall be available to each party to the arbitration or mediation as it would be available in the Circuit Court of Greene

County under the Missouri Rules of Civil Procedure in effect at the time of demand for arbitration or mediation. Notices, time periods and other procedural matters shall be governed by the Rules of Civil Procedure, which shall be enforced by the Mediator or Arbitrator in the same manner as in the Circuit Court.

- B. A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre-hearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amount therefore.
- C. All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the mediation or arbitration date. Failure to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed excludable by the arbitration panel in its discretion.
- D. In the event of any arbitration demanded by one party and agreed to by the other party, each party shall select an arbitrator, and the two so selected shall select a third. The decision of a majority of the arbitrators shall be the decision of the panel. Springfield and Satellite Community shall each be responsible for one-half of the fees of the arbitrators and administrative costs of the arbitration.
- E. The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in detail. The decision of the arbitration panel shall be final, if the parties agree in advance in writing, to submit the controversy to binding arbitration. However, the arbitrator's decisions on points of law shall be appealable.

SECTION 311. Connection Fees

In addition to other sums payable by Satellite Community hereunder, Satellite Community agrees to pay to Springfield any established Trunk Sewer Fees or other Connection Fees established by Springfield to recover the costs of infrastructure needed to serve the Satellite Community at future Connection Point(s).

SECTION 312. Annual Records and Report

A. Certified Annual Report:

It will be the responsibility of the Satellite Community to submit to Springfield, by the 60th day following the end of each fiscal year, an annual report regarding the Satellite Community's previous year's activity regarding its Sewer Collection System and use. The annual report shall be certified by an authorized representative of the Satellite Community to be true and correct to the best of Satellite Community's collective knowledge, and shall include at a minimum:

- (1) Industrial Waste Survey in accordance with the requirement of 40 CFR Part 403;
and
- (2) If applicable, Pretreatment Annual Report in accordance with the reporting requirements of 40 CFR Part 403; and
- (3) Sewer construction permits approved by MDNR along with the associated Public Improvement plans for all wastewater improvements constructed during the previous year; and
- (4) Summary of compliance activities for Food Service Establishments connected to

the Satellite Community Sewer Collection System, specifically with regard to fats, oils and grease (FOG) control.

B. Failure to Comply:

Failure to provide the above referenced certified annual records and report, may, as determined by the City of Springfield, be considered a breach of this Service Contract entitling Springfield to discontinue treatment of sewage from the Satellite Community Sewer Collection System and seek appropriate judicial relief.

ARTICLE IV

MISCELLANEOUS

SECTION 401. Effective Date

The effective date of this Service Contract is the date as set out in the first paragraph of this document.

SECTION 402. Performing Duties

Springfield will faithfully and punctually perform all duties with respect to the POTW required by law and all grant or Bond Documents. Satellite Community will so perform all duties with respect to the POTW and its Sewer Collection System required by law, including the Ordinances, this Service Contract, or other governing rules of Satellite Community, and any grant or Bond documents, including but not limited to the prompt payment of the Contract Sums charged by Springfield pursuant to Article III of this Service Contract.

SECTION 403. Further Assurances

At any and all times, Springfield and Satellite Community shall (insofar as they may be authorized by law) pass, make, execute, acknowledge and deliver any and every such further resolution or ordinance (or other governing rule) respectively, and acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to better assure, convey, grant, assign and confirm, all and singular, the Contract Sums, and other funds pledged or assigned, or intended so to be, of which Springfield or Satellite Community, as the case may be, may heretofore or hereafter become bound to pledge or to assign, and to comply with the Act.

SECTION 404. Limitations Upon Consent

Whenever, under the terms of this Service Contract, Springfield is authorized to give its written consent, Springfield in its discretion may give or may refuse such written consent; and if given, may restrict, limit or condition such consent in such manner as it shall deem advisable. Such written consent shall not be unreasonably withheld.

Acceptance by Springfield of Satellite Community's sewage in the volume or with characteristics exceeding or violating any limit or restriction provided by or pursuant to this Service Contract, in one or more instances or under one or more circumstances, shall not constitute a waiver of such limit or restriction or of any of the provisions of this Service Contract, and shall not in any way obligate Springfield thereafter to accept or to make provisions for sewage delivered and discharged into the

POTW in a volume or with characteristics exceeding or violating any such limit or restriction in any other instances or under any other circumstances.

SECTION 405. Form of Consent

All consents of any party required under this Service Contract shall be given in writing. Whenever under the terms of this Service Contract Satellite Community is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official and under its seal (if any), of an ordinance (or other governing rule) adopted by its governing body giving such consent. Whenever under the terms of this Service Contract Springfield is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official, and under its seal, of an ordinance or resolution adopted by Springfield and giving such consent.

SECTION 406. Conformity with Laws and Regulations

Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State, or any political subdivision thereof having any jurisdiction in the premises, and the Wastewater Regulations established by Springfield, as amended from time to time.

SECTION 407. Acts of God

No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way

cause an interruption or a discontinuance of service appertaining to the POTW or to Satellite Community's Sewer Collection System.

SECTION 408. Nonassignability

Other than as specifically provided herein, no party to this Service Contract may assign any interest herein to any person without the written consent of all the other parties hereto at that time; and the terms of this Service Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law, and in the absence of any prejudicial impairment of any obligation of Service Contract hereby imposed.

SECTION 409. Amendments

This Service Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 410. Severability

If any provision of this Service Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Service Contract and this Service Contract shall be construed and enforced as if such invalid or unenforceable provision had not been

contained herein.

SECTION 411. Execution of Documents; Further Acts

This Service Contract may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Service Contract.

SECTION 412. Waiver

No waiver by either party of any term or condition of this Service Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Service Contract.

SECTION 413. Remedies

If permitted by law, this Service Contract shall be specifically enforceable by any party hereto.

SECTION 414. Entirety

This Service Contract, inclusive of the above referenced exhibits, which are

attached hereto and made a part hereof, merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

SECTION 415. Applicable Law; Jurisdiction; Captions

This Service Contract and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Service Contract be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri. The captions at the beginning of Articles, Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Service Contract.

SECTION 416. Injunctive Relief

Satellite Community shall provide injunctive relief at the request of Springfield to restrain the violation or attempted violation of any of the provisions of this Service Contract and all Exhibits hereto. Upon failure of Satellite Community to act within ten (10) days of written request, Springfield shall be authorized to so proceed, in Satellite Community's name, if necessary. Such failure to act on the part of the Satellite Community may, in Springfield's sole business discretion, be deemed a breach of this Service Contract.

SECTION 417. Authority

Satellite Community shall have immediate and continuing right to discharge

wastewater, or as otherwise permitted hereunder, into Springfield's POTW at the agreed to Connection Point(s), on condition that Satellite Community agrees to promptly enforce the restrictions, proscriptions, penalties and other terms provided for herein against any person discharging into the Satellite Community Sewer Collection System, or POTW, in violation of the same. In the event of Satellite Community's failure to take action, Satellite Community authorizes Springfield to take all legal actions necessary to enforce the terms of this Service Contract and all exhibits thereto, in Satellite Community's name, if necessary. In the event of such failure Springfield may, in its sole business discretion, declare such failure to be a breach of this Service Contract.

SECTION 418. Notice

Any notice required by the terms of this Service Contract shall be sent via certified mail, return receipt requested, as follows:

To Springfield:

Errin Kemper, P.E. (or Acting)
Director of Environmental Services
840 Boonville Ave
Springfield, MO 65802

To Satellite Community:

Name

Address

SECTION 419. Indemnification

Satellite Community agrees to defend, indemnify and hold harmless Springfield,

and its officers, agents, and employees, from and against any and all claims, suits, actions, demands, losses, causes of action, liabilities, judgments, costs, damages, and expenses, including attorneys' fees, relating to, or in any way arising out of this Service Contract that Springfield may sustain, incur or become liable for or on account of this Service Contract, including but not limited to loss, damage, or injury to person or property related in any way to the subject matter of this Service Contract, or caused by the negligent, intentional or unintentional acts or omissions of the Satellite Community and its officers, employees or any other agents, as well as the actions of its users connected to the Satellite Community Sewer Collection System.

Springfield shall hold harmless Satellite Community from and against all claims, losses and causes of action of third parties against Satellite Community, including all claims, losses, and causes of action of third parties for personal injuries, wrongful death, and damage to property, caused by Springfield's gross negligent use, maintenance, and operation of the POTW.

IN WITNESS WHEREOF, the parties hereto have caused this Service Contract to be executed on behalf of Springfield by the Springfield City Council and attested to by the Springfield City Manager, and on behalf of Satellite Community by its authorized representative at the dates shown respectively.

CITY OF BATTLEFIELD, MISSOURI

CITY OF SPRINGFIELD, MISSOURI

By _____
Mayor

By _____
City Manager

Date: _____

Date: _____

ATTEST:

City Clerk

Date:_____

ATTEST:

City Clerk

Date:_____

Approved as to Form: _____ City Attorney,_____

Approved as to Form: _____, City Attorney, Springfield

Contract No: _____

Exhibit A

List, and illustrative maps, of Connection Point(s):

Location	Description	Manhole/Asset ID	Latitude	Longitude
Gravity Connection 1	NW Quadrant of FF and Republic Rd. (Exhibit A1)	N/A	37.143240	-93.366483
Gravity Connection 2	SE Quadrant of FF and Republic Rd. (Exhibit A2)	T15NW018	37.138578	-93.362243
Gravity Connection 3	Prairie View Heights 7 th Addition (Exhibit A3)	T15SE039	37.131341	-93.356021
Battlefield to Springfield Forcemain	Near FR135 South of Republic Rd. (Exhibit A4)	T16NE082AV	37.137736	-93.341569

Exhibit A1 - Point of Connection 1

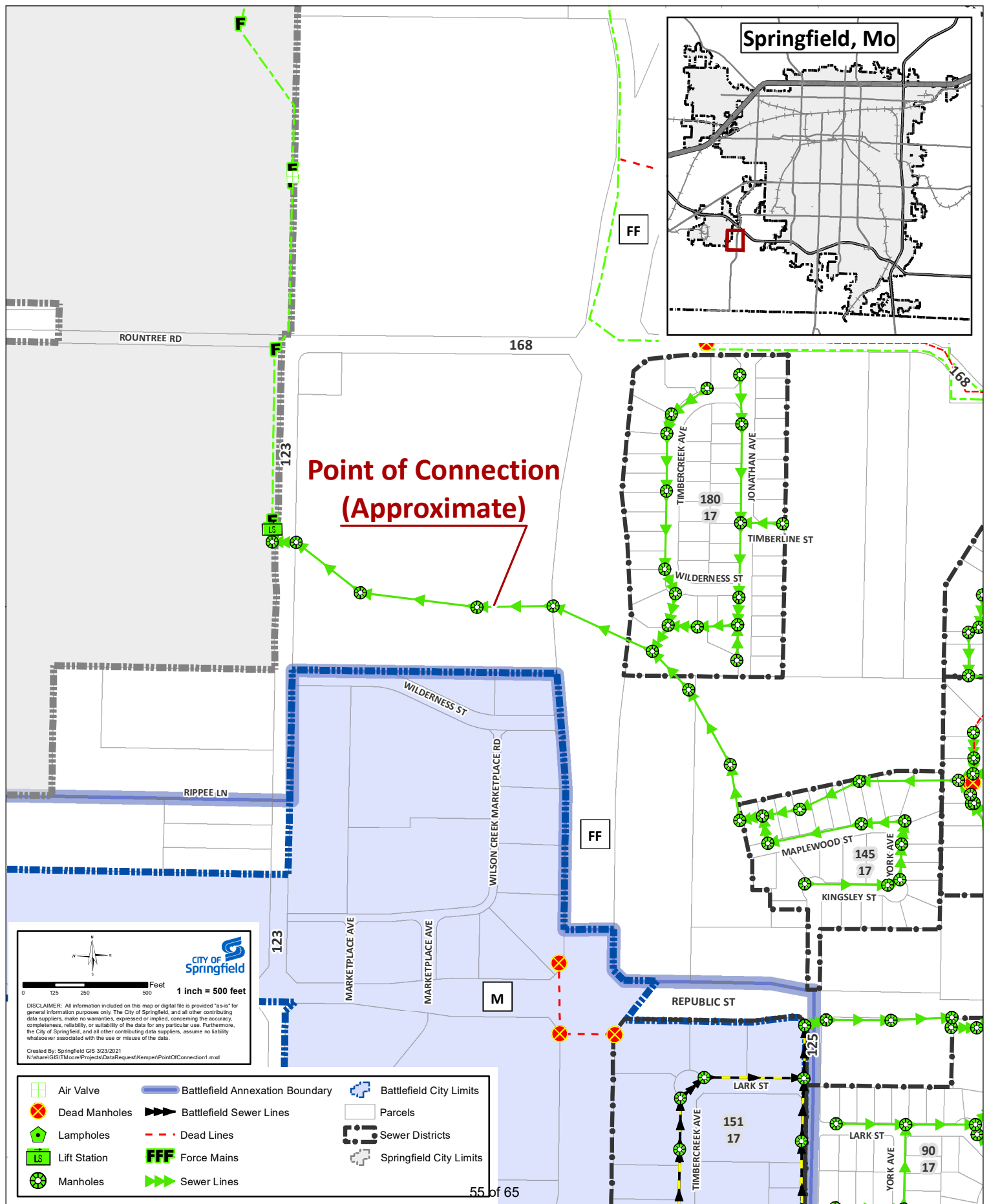


Exhibit A2 - Point of Connection 2

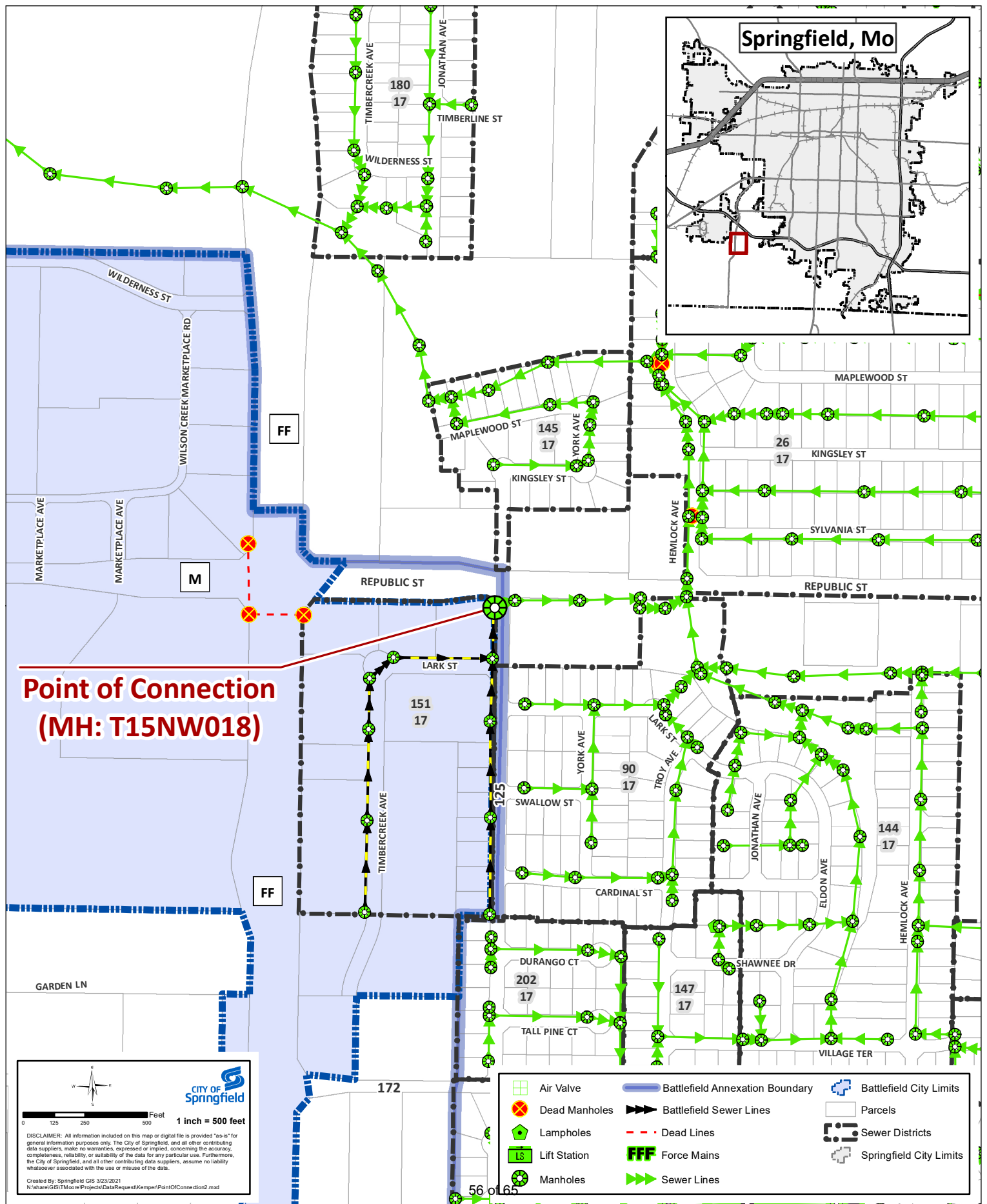


Exhibit A3 - Point of Connection 3

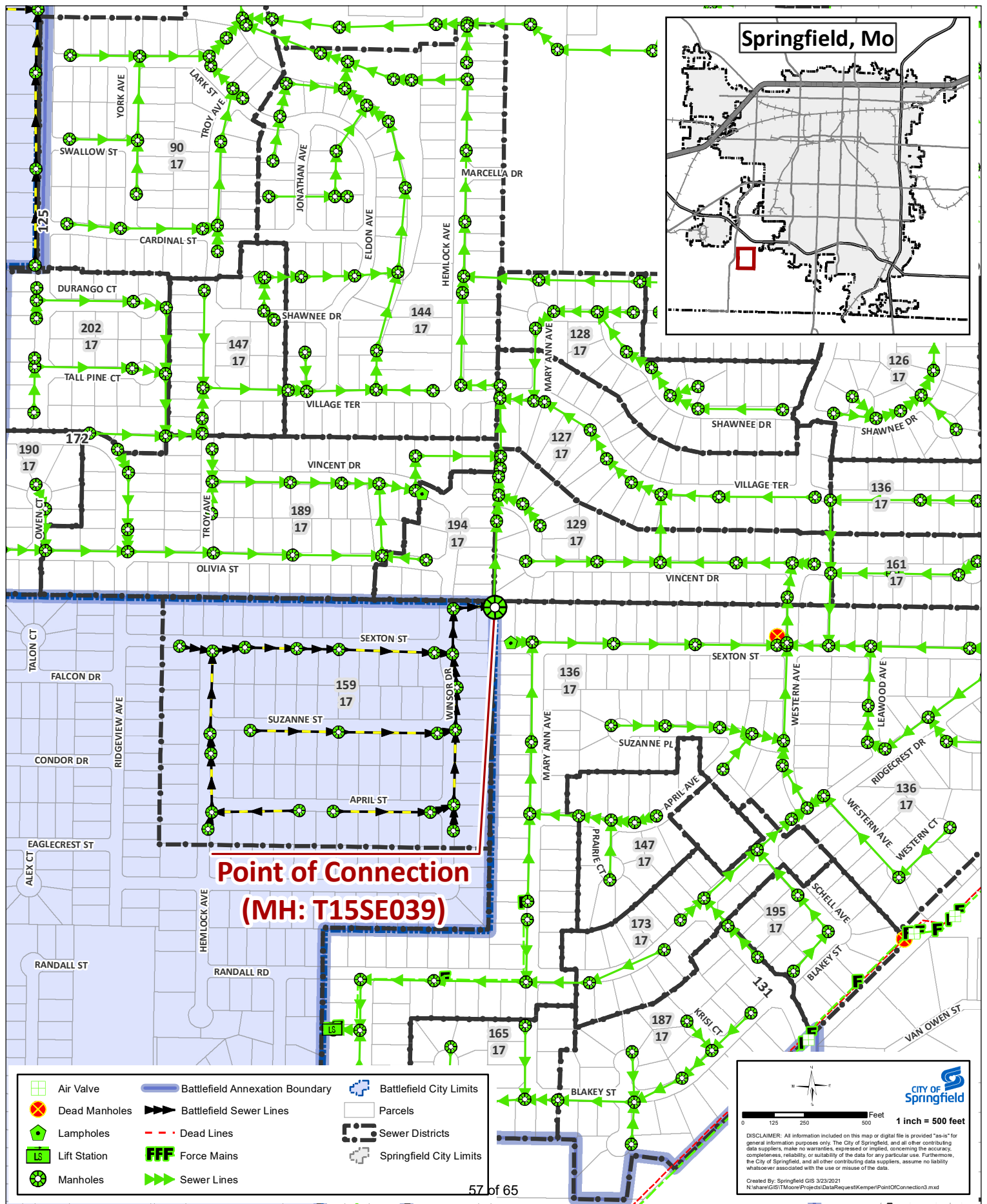


Exhibit A4 - Point of Connection 4

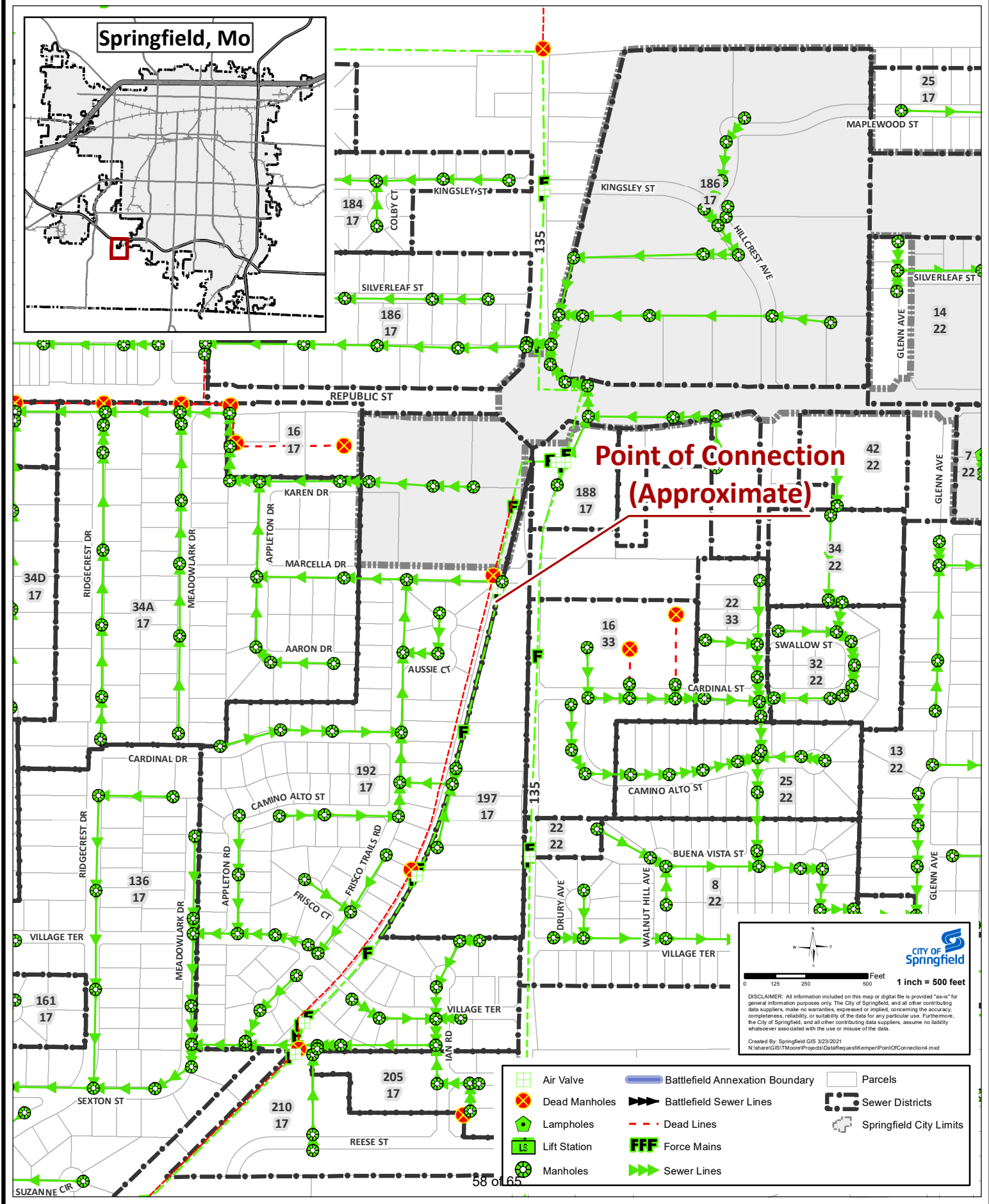


Exhibit B

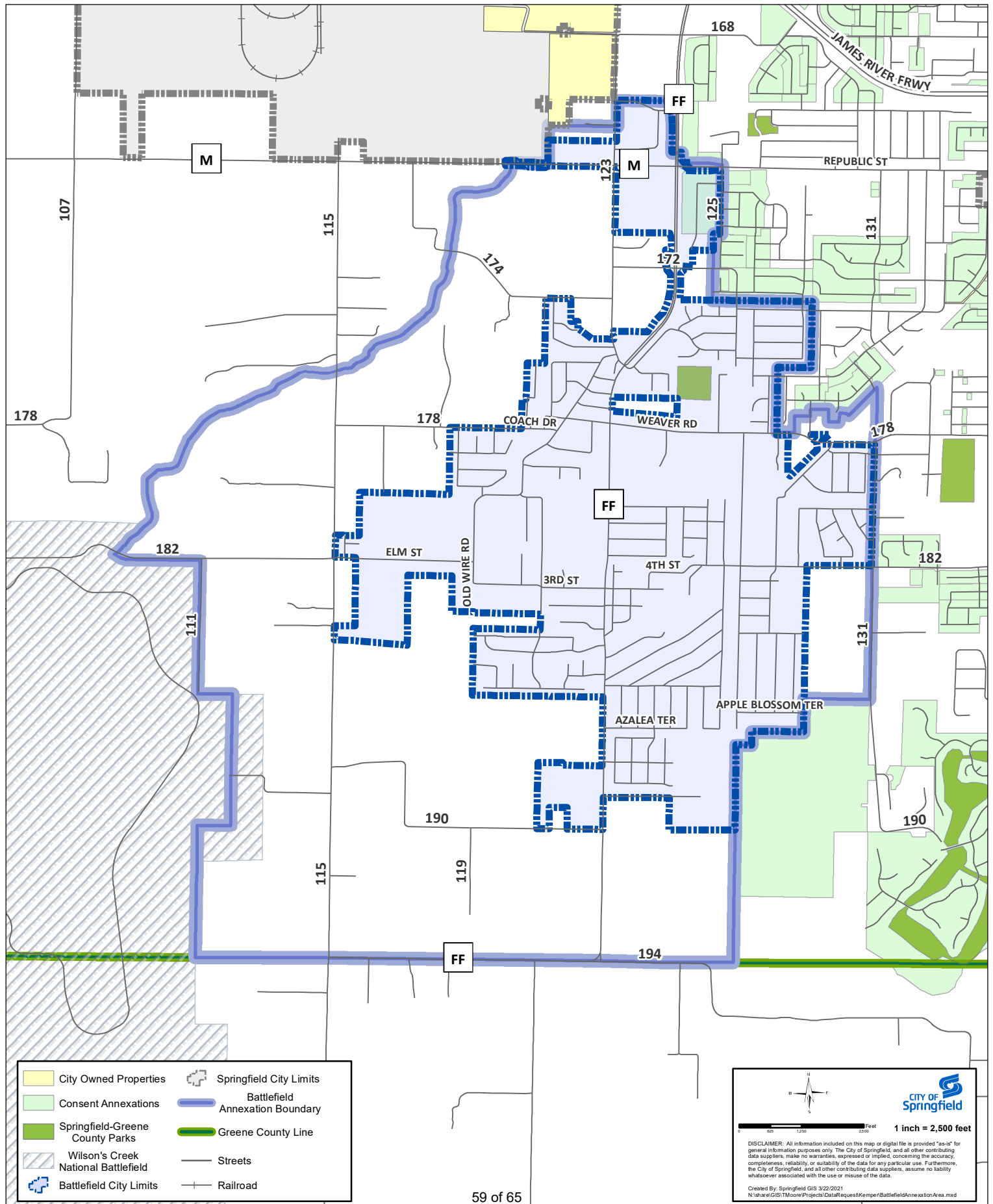


Exhibit B

MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement (“Agreement”) is made and entered into by the City of Springfield (“Springfield”) and the City of Battlefield (herein referred to as “Battlefield”), a municipal corporation, to provide mutual assistance in times of emergency; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

Article VI, Section 16 of the Constitution of the State of Missouri and Missouri Revised Statutes Section 70.220 authorize one or more political subdivision of the state to contract for the cooperative performance of any governmental service, activity or undertaking which each political subdivision is authorized by law to perform.

Ensuring that wastewater systems provide and maintain their services effectively promotes the safety, health and welfare of the residents and visitors within a collection system and is a fundamental function of government.

In consideration of the mutual covenants and agreements set forth herein, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I PURPOSE

1.1 Purpose. Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, materials and supplies, the undersigned hereby establish this Mutual Aid and Assistance Agreement. Under this Agreement, Springfield and Battlefield agree to, when deemed appropriate by both parties, coordinate response activities and share resources during an emergency affecting the wastewater system of either Party. This Agreement sets forth the procedures, standards, and cost recovery for administering such aid in times of emergency.

ARTICLE II DEFINITIONS

- 2.1 Agreement means this Mutual Aid and Assistance Agreement, including all amendments and addendums thereto.
- 2.2 Authorized Official means an employee, officer, or designee of the party that is authorized to request assistance; offer assistance; refuse to offer assistance or withdraw assistance under this Agreement.
- 2.3 Effective Date means the date established in accordance with Section 9.1.
- 2.4 Emergency means any occurrence that is or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of the party to fully manage and mitigate internally. An emergency need not be declared pursuant to Mo. Rev. Stat. §44.010-44.130 to be an Emergency under this Agreement.

- 2.5 Period of Assistance means a specified period of time when the Responding Party assists the Requesting Party. The period commences when personnel, equipment, or supplies depart from Responding Party's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.
- 2.6 Requesting Party means the party who requests aid or assistance under this Agreement.
- 2.7 Responding Party means the party that responds to a request for aid or assistance under this Agreement.

ARTICLE III RESPONSIBILITIES OF THE PARTIES

- 3.1 Authorized Official and Contact Information. Parties shall identify an Authorized Official and alternates and shall provide contact information including 24-hour access information. This information should be updated as needed to ensure that it is current. and will be included on Springfield's quarterly wastewater billing and Battlefield's annual report as required by Section 312 of the wastewater service contract.

ARTICLE IV REQUEST FOR ASSISTANCE

- 4.1 Party Request. In the event of an Emergency, a Party's Authorized Official may request mutual aid and assistance for its wastewater system from the other Party. Requests for assistance may be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing and forwarded to the Requesting Party as soon as practicable, but in no event later than 3 days after the initial request. Requests for assistance shall be directed to the Authorized Official of the other Party.

When making a Request for Assistance, the Party shall provide the following information:

- a. A general description of the assistance needed;
- b. The part of the wastewater system for which assistance is needed;
- c. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
- d. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Responding Party; and
- e. A description of work conditions and special constraints such as availability of fuel, supplies, lodging/meal support, medical facilities, security, communications, etc.

- 4.2 Response to a Request for Assistance. After a Party receives a Request for Assistance, the Authorized Official shall evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Party whether it will provide the requested assistance.

If the Party is willing and able to provide assistance, the Party shall provide the following information to the Authorized Official of the Requesting Party:

- a. A description of the personnel, equipment and materials available to respond;
 - b. The estimated length of time the personnel, equipment and materials will be available;
 - c. The name of the person or persons to be designated as supervisory personnel; and
 - d. The estimated time when the assistance can arrive at the location designated by the Authorized Official of the Requesting Member.
- 4.3 Discretion of Responding Party's Authorized Official. Execution of this Agreement does not create any duty to respond to a Request for Assistance. When a party receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Party's Authorized Official on the availability of resources shall be final.

ARTICLE V RESPONDING PARTY PERSONNEL

- 5.1 Personnel. During the period of Assistance, employees of a Party remain employees of that Party. Personnel sent by a Responding Party shall remain under the direct supervision of the Responding Party.
- 5.2 Status. To the extent provided by law, whenever the Responding Party's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the Responding Party.
- 5.3 Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Party's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Party's Authorized Official as soon as practicable under the circumstances.

ARTICLE VI COSTS OF RESPONSE AND COST REIMBURSEMENT

- 6.1 Cost Reimbursement to Responding Party. Unless otherwise mutually agreed in whole or in part, the Requesting Party shall reimburse the Responding Member for the categories

of costs listed in Section 6.2 to 6.4 incurred during the specified Period of Assistance. The Responding Party shall track, record and submit its costs incurred during the specified Period of Assistance as provided in Sections 6.2 to 6.4.

- 6.2 Personnel Costs. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Responding Party's personnel costs shall include the base salaries and overhead costs of responding personnel.
- 6.3 Equipment and Equipment Costs. Responding Party's costs for equipment used during the specified Period of Assistance shall include, but not be limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and/or unloading of loaned equipment. If Responding Party equipment is loaned to the Requesting Party, all equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. Requesting Party must reimburse Responding Party for any damages to equipment.
- 6.4 Costs for Materials and Supplies. Responding party's cost for expendable or nonreturnable materials and supplies shall be based on in kind or actual replacement costs, plus handling charges.
- 6.5 Payment Period for Cost Reimbursement. Responding Party will provide an itemized bill to the Requesting Party for all expenses incurred by the Responding Party while providing assistance under this Agreement. The Requesting Party must pay the bill in full within 60 days following the billing date. The Requesting Party may request additional periods of time within which to pay the itemized bill, and Responding Party shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Party.

ARTICLE VII RISK ALLOCATION

- 7.1 Immunity. All parties are governmental entities entitled to governmental immunities under law, including but not limited to Section 537.600 Rev. Stat. Mo. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 537.600 Rev. Stat. Mo, or any subsequent amendments thereof.
- 7.2 Party Responsible for Own Actions. Each Party shall bear the risk of its own actions, as it does with its day-to-day operations.
- 7.3 Employee Claims. The employees of a Responding or Requesting Party shall be covered by his or her employing Party for purposes of workers' compensation, unemployment insurance, and benefits under Chapter 287 Rev. Stat. Mo. regardless of whether the Party employer is a Responding or Requesting Party.

- 7.4 Insurance. Parties shall maintain insurance policies or maintain self-insurance programs that cover activities that it may undertake by virtue of this Agreement.
- 7.5 Survival of Obligations. The obligations set forth in this Article VII shall survive the termination or expiration of this Agreement.

ARTICLE VIII DISPUTES

- 8.1 Disputes. If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Parties shall attempt to resolve the dispute by negotiation.

ARTICLE IX EFFECTIVE DATE; MODIFICATION; TERMINATION

- 9.1 Effective Date. This Agreement shall be effective upon the date signed by the last party to this agreement.
- 9.2 Initial Term of Agreement; Renewal. The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement.
- 9.3 Termination. Either Party may terminate this Agreement at any time, for any reason, by providing written notice to the other Party.
- 9.4 Effect of Termination. A Party's voluntary termination of this Agreement shall not affect in any way any liabilities or obligations incurred under the terms of this Agreement, including, but not limited to, a Party's duty to reimburse a Responding Party for costs incurred during a Period of Assistance.

ARTICLE X MISCELLANEOUS

- 10.1 Prior Agreements. The terms of this Agreement shall supersede all prior agreements related to the requesting or providing of assistance for wastewater systems to the extent that such prior agreements are inconsistent with this Agreement.
- 10.2 Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalid term or provision.

- 10.3 Waiver. Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.
- 10.4 Interpretation. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Missouri.
- 10.5 Non-Discrimination. No Party will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out this Agreement.
- 10.6 Compliance with Laws; Jurisdiction; Applicable Law. Each Party will comply with all applicable federal, state and local laws, rules and regulations without limitation to those designated within this Agreement. This Agreement and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri.
- 10.7 Headings. The headings of various articles and sections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.
- 10.8 Prohibition on Third-Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties hereto and no other person or entity has any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.
- 10.9 No Authority to Bind other Parties. No Party to this Agreement has the authority to enter into contracts or agreements on behalf of another Party to this Agreement. This Agreement does not create a partnership between the Parties, and nothing contained herein shall be interpreted to create an employer-employee, master-servant, joint venture, or principal-agent relationship between the Parties in any respect.
- 10.10 Execution of Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.
- 10.11 Entire Agreement. This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement will not be modified, amended, or altered except through a written amendment approved by all Parties.

One-rdg. X
P. Hrngs.
Pgs. 43
Filed: 10-12-21

Sponsored by: Hosmer

COUNCIL BILL 2021-261 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee, to apply for the American
2 Rescue Plan Good Jobs Challenge Grant from the United States
3 Economic Development Administration in the amount of up to
4 \$17,500,000 to implement projects needed to provide workforce
5 training and connect local citizens with quality jobs.
6
7

8 WHEREAS, the City of Springfield, through the Department of Workforce
9 Development, has the opportunity to apply for grant funds for the Good Jobs Challenge
10 under the American Rescue Plan Act of 2021 described in the Notice of Funding
11 Opportunity Executive Summary, a copy of which is attached hereto and incorporated
12 herein by reference as "Exhibit A"; and
13

14 WHEREAS, on behalf of the City of Springfield, the Department of Workforce
15 Development is seeking permission to apply as the Lead Entity of this grant; and
16

17 WHEREAS, through this funding opportunity, the Department of Workforce
18 Development will follow EDA's efforts to reach historically underserved populations and
19 areas, communities of color, women, and other groups facing labor market barriers such
20 as persons with disabilities, disconnected youth, individuals in recovery, individuals with
21 past criminal records, including justice impacted and reentry participants, serving
22 trainees participating in the Supplemental Nutrition Assistance Program (SNAP),
23 Temporary Assistance for Needy Families (TANF) and Women, Infants and Children
24 (WIC), and veterans and military spouses; and
25

26 WHEREAS, through this funding opportunity, the Department of Workforce
27 Development will lead regional sectoral partnerships and systems that promote
28 economic growth and job training in the healthcare, early childcare development with an
29 entrepreneurial component, and transportation industries, and these systems and
30 partnerships will create and implement industry-led training programs designed to
31 provide skills for and connect unemployed or underemployed workers to existing and
32 emerging job opportunities.
33

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

36
37 Section 1 – The Department of Workforce Development is hereby authorized to
38 apply as a Lead Entity for the Good Job Challenge Grant from the United States
39 Economic Development Administration in the amount of up to \$17,500,000 to implement
40 projects needed to provide workforce training and connect local citizens with quality
41 jobs.

42
43 Section 2 – This Resolution shall be effective immediately upon adoption.

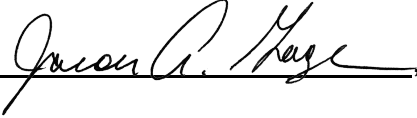
44
45 Passed at meeting: _____

46
47 _____
48 Mayor

49
50 Attest: _____, City Clerk

51
52 Filed as Resolution: _____

53
54 Approved as to form: , Assistant City Attorney

55
56
57 Approved for Council action: , City Manager
58

EXPLANATION TO COUNCIL BILL 2021- 261

FILED: 10-12-21

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to apply for the American Rescue Plan Good Jobs Challenge Grant from the United States Economic Development Administration in the amount of up to \$17,500,000 to implement projects needed to provide workforce training and connect local citizens with quality jobs; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION:

Under the American Rescue Plan Act of 2021 (Public Law 117-2), Congress provided the United States Economic Development Administration (“EDA”) with \$3,000,000,000 to remain available until September 30, 2022, to “prevent, prepare for, and respond to coronavirus and for necessary expenses for responding to economic injury as a result of coronavirus.” Of the \$3 billion in appropriated funds, this Notice of Funding Opportunity specifically allocates \$500,000,000 for the Good Jobs Challenge.

The Good Jobs Challenge is designed to support the needs of an applicant’s identified regional workforce system through a single integrated award. EDA will make awards to either the System Lead Entity of a regional workforce system or the Backbone Organization of a sectoral partnership as the lead applicant. On behalf of the City of Springfield, the Department of Workforce Development is seeking permission to apply as the Lead Entity of this grant.

Through this funding opportunity, the Department of Workforce Development will follow EDA’s efforts to reach historically underserved populations and areas, communities of color, women, and other groups facing labor market barriers such as persons with disabilities, disconnected youth, individuals in recovery, individuals with past criminal records, including justice impacted and reentry participants, serving trainees participating in the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) and Women, Infants and Children (WIC), and veterans and military spouses.

The Department of Workforce Development will lead regional sectoral partnerships and systems that promote economic growth and job training in the healthcare, early childcare development with an entrepreneurial component, and transportation industries. These systems and partnerships will create and implement industry-led training programs designed to provide skills for and connect unemployed or underemployed workers to existing and emerging job opportunities.

REMARKS:

EDA’s American Rescue Plan appropriations are available for making awards through September 30, 2022, though all activities under the award must be completed and all

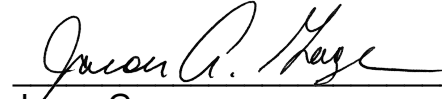
funds disbursed no later than September 30, 2027. Additional grant details and information can be found in the attached Notice of Funding Opportunity, Exhibit A.

Submitted by:

A handwritten signature in cursive script, reading "Sally Payne", written over a horizontal line.

Sally Payne,
Director of Workforce Development

Approved by:

A handwritten signature in cursive script, reading "Jason A. Gage", written over a horizontal line.

Jason Gage,
City Manager

NOTICE OF FUNDING OPPORTUNITY EXECUTIVE SUMMARY

- **Federal Agency Name:** Economic Development Administration (EDA or the Agency), U.S. Department of Commerce (DOC).
- **Federal Funding Opportunity Title:** FY 2021 American Rescue Plan Act Good Jobs Challenge Notice of Funding Opportunity (NOFO) (ARPA Good Jobs Challenge NOFO).
- **Announcement Type and Date:** ARPA Good Jobs Challenge NOFO publishing EDA's application submission requirements and application review procedures under EDA's Economic Adjustment Assistance program, as authorized by sections 209 and 703 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 *et seq.*) (PWEDA).
Effective date: July 22, 2021.
- **Funding Opportunity Number:** EDA-HDQ-ARPGJ-2021-2006964
- **Catalog of Federal Domestic Assistance (CFDA) Number:** 11.307, Economic Adjustment Assistance
- **Dates:** The deadline for application submission is **11:59 pm Eastern Time on January 26, 2022**. Proposals or applications received after the above deadlines will not be reviewed or considered. See section E of this ARPA Good Jobs Challenge NOFO regarding EDA's review process and section G of the NOFO for EDA's contact information.
- **Eligible Applicants:** Pursuant to section 3(4) of PWEDA (42 U.S.C. § 3122(4)(A)) and 13 C.F.R. § 300.3 (Eligible Recipient), eligible applicants under this NOFO include a(n):
(i) District Organization of an EDA-designated Economic Development District (EDD);
(ii) Indian Tribe or a consortium of Indian Tribes; (iii) State, county, city, or other political subdivision of a State, including a special purpose unit of a State or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions;
(iv) institution of higher education or a consortium of institutions of higher education; or (v) public or private non-profit organization or association, including labor unions, acting in cooperation with officials of a general purpose political subdivision of a State.

Under this NOFO, EDA is not authorized to provide grants or cooperative agreements to individuals or to for-profit entities, including for-profit institutions of higher education. Requests from such entities will not be considered for funding.

- **Funding Opportunity Description:** Subject to the availability of funds, EDA is issuing this NOFO for qualified organizations to form sectoral partnerships. These partnerships will work collaboratively to grow regional economies and their associated workforces by building training programs that meet the existing and emerging skills needs of employers and that help workers enter quality jobs and advance along their chosen career path. Although not required, EDA encourages efforts to reach historically underserved populations and areas, communities of color, women, and other groups facing with labor market barriers such as persons with disabilities, disconnected youth, individuals in recovery, individuals with past criminal records including justice-impacted and reentry participants, serving trainees participating in the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and Women, Infants and Children (WIC), and veterans and military spouses.

FULL ANNOUNCEMENT TEXT

FY 2021 EDA American Rescue Plan Act Good Jobs Challenge Notice of Funding Opportunity

<u>A. Good Jobs Challenge Program Description</u>	<u>4</u>
1. Overview and Program Information	4
2. EDA Investment Priorities	15
3. Statutory Authorities for EDA's Programs	15
4. How Does EDA Interpret Resilience?	16
<u>B. Federal Award Information.....</u>	<u>16</u>
1. What Funding Is Available Under this Announcement?	16
2. What Type of Funding Instrument Will Be Used to Make Awards? How Long Will a Project's Period of Performance Be?	17
<u>C. Eligibility Information</u>	<u>18</u>
1. Eligible Applicants.....	18
2. Applicable Disaster Declaration and Responsiveness to the Coronavirus Pandemic.....	18
3. Cost Sharing or Matching	18
<u>D. Application Submission Information.....</u>	<u>19</u>
1. Address to Request Application Package	19
2. Content and Form of Application Submission.....	19
3. AOR Requirement and File Formats.....	25
4. Unique Entity Identifier and System for Award Management (SAM)	25
5. Submission Dates and Times	25
6. Intergovernmental Review	26
7. Pre-award Costs	26
8. Other Submission Requirements.....	27
<u>E. Application Review Information.....</u>	<u>27</u>
1. Review and Selection Process.....	27
2. Federal Awardee Performance and Integrity Information System (FAPIIS) Review	30
<u>F. Federal Award Administration Information.....</u>	<u>31</u>
1. Federal Award Notification.....	31
2. Administrative and National Policy Requirements.....	31
3. DOC Financial Assistance Standard Terms and Conditions.....	31
4. DOC Pre-Award Notification Requirements	32
5. Reporting.....	32
<u>G. Federal Awarding Agency Contacts</u>	<u>33</u>

<u>H. Other Information.....</u>	<u>33</u>
1. Right to Use Information	33
2. Freedom of Information Act Disclosure	33
3. Notice of Government-Wide Procurement Restriction.....	34
4. Past Performance and Non-Compliance with Award Provisions	34
5. Certifications Required by Annual Appropriations Acts for Corporations and for Awards over \$5 Million.....	34
6. EDA’s Non-Relocation Policy	35
7. Audit Requirements	36
8. Non-Discrimination and Equal Access by Those with Past Criminal Histories	36
9. Fraud Awareness Training	36
<u>I. Instructions for Application Submission via Grants.gov</u>	<u>36</u>
1. Register Early and Submit Early.....	37
2. AOR Requirement.....	38
3. Field Limitations and Special Characters	38
4. Verify That Your Submission Was Successful	38
5. Grants.gov Systems Issues	39

A. Good Jobs Challenge Program Description

1. Overview and Program Information

a. Overview

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions, States, and Tribes for growth and success in the worldwide economy. Through this American Rescue Plan Act Good Jobs Challenge Notice of Funding Opportunity (ARPA Good Jobs Challenge NOFO), EDA aims to assist communities and regions impacted by the coronavirus pandemic. The pandemic has caused, and continues to cause, economic injury to U.S. communities and regions in devastating and unprecedented ways.

For the purposes of this NOFO:

- “Sectoral partnership” is defined as a partnership of employers from the same industry who join with other strategic partners to train and place workers into high-quality jobs that the employers need filled and intend to fill through the partnership. The strategic partners can include: government, education (including community and technical colleges), training organizations, economic development organizations, workforce development organizations, unions, labor management partnerships, industry associations, employer-serving organizations, and/or community-based organizations. A sectoral partnership is focused on one specific industry and one or more specific roles within that industry.
 - The lead entity of a sectoral partnership is referred to in this NOFO as a “Backbone Organization.” The Backbone Organization serves as an intermediary across all the partners in the sectoral partnership and must be an EDA eligible applicant.
- “Regional workforce training system” is defined as a system that fosters and supports sectoral partnerships. A mature regional workforce training system will include a lead entity and multiple sectoral partnerships, each with their own Backbone Organization, training provider, and industry partners. The lead entity (e.g., a state government, municipal government, state workforce board, local workforce board) coordinates across and supports the sectoral partnerships within its system. A regional workforce training system may also include other entities that support across multiple sectoral partnerships (e.g., a community-based organization that supports recruiting for all of the sectoral partnerships). In a region that does not yet have a regional workforce training system, interested partners are encouraged to join together to apply for funding under this NOFO to develop such a system. Interested parties would include a convener (e.g., a state government, municipal government, state workforce board, local workforce board) who is an eligible EDA applicant as well as entities interested in forming sectoral partnerships (e.g., employers, training providers, unions, community-based organizations).
 - The lead entity of a regional workforce training system is referred to in this NOFO as a “System Lead Entity.” The System Lead Entity must be an EDA eligible applicant.

Figure 1 offers a visualization of how different entities work together in a sectoral partnership and Figure 2 gives an illustrative example of a regional workforce training system.

Figure 1 – Visualization of a Sectoral Partnership

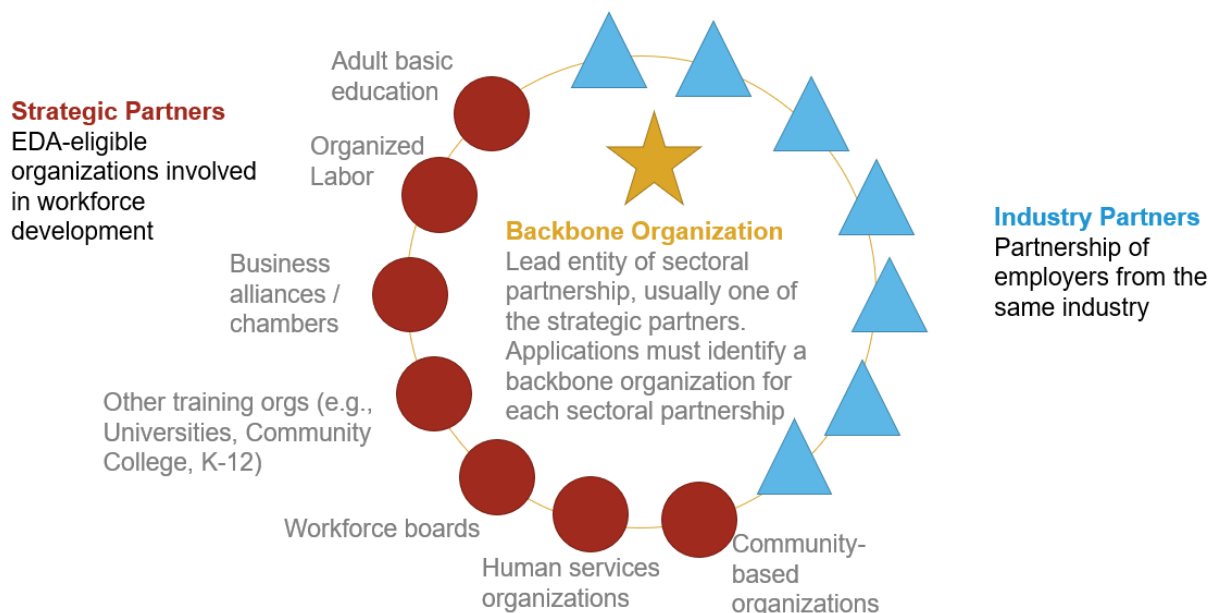
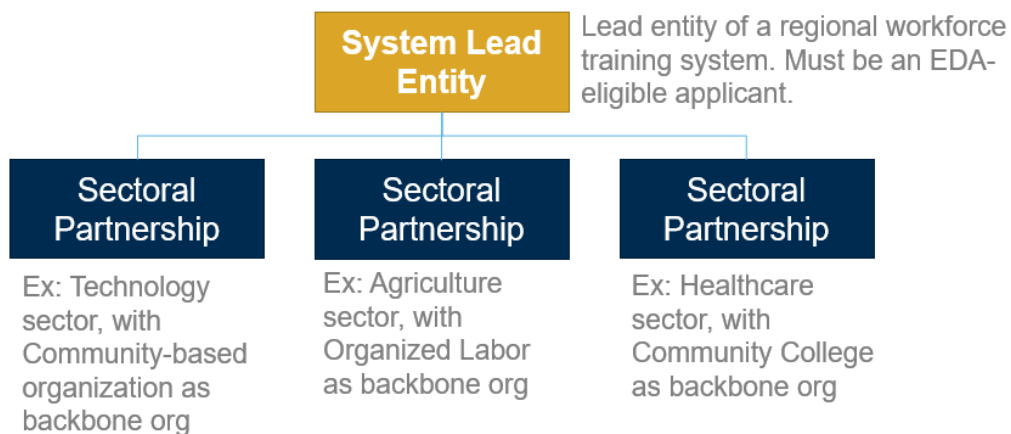


Figure 2 – Illustrative Example of a Regional Workforce Training System



This ARPA Good Jobs Challenge NOFO is designed to help get Americans back to work by investing in (1) developing and strengthening regional workforce training systems that support sectoral partnerships, (2) designing sectoral partnerships, and (3) implementing sectoral partnerships that will lead to high-quality jobs. The goal of regional workforce training systems is to create and support effective training programs that will connect the in-demand and

emerging skills needs of employers with qualified workers and help workers find and keep quality jobs¹ and advance along their chosen career path.

This program is designed to get Americans back to work and increase wage growth, as well as develop demand-driven systems that will continue to support Americans in securing and retaining quality jobs. Successful applicants will include proactive employer engagement and mobilization and employer commitments to hire (see Section A.1.b.v. below).

Regional workforce training systems and sectoral partnerships funded under this NOFO should connect employers in an industry with key regional stakeholders, including State, Tribal, and local governmental entities, economic development organizations, workforce development boards,² Career OneStops, employer-facing organizations and employer associations, education and training providers, community-based organizations (CBOs) (including faith-based organizations), worker-serving organizations (WSOs), labor unions, and/or other key stakeholders with responsibilities in advancing the goals of the sectoral partnerships. The system or partnership should be led by a System Lead Entity or Backbone Organization, respectively (see section A.1.b.ii below), serving as an intermediary that has convening power in the region and the capacity to coordinate engagement and collaboration across all necessary stakeholders.

EDA encourages sectoral partnerships to address populations with labor market barriers such as persons with disabilities, disconnected youth, individuals in recovery, individuals with past criminal records including justice-impacted and reentry participants, serving trainees participating in the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and Women, Infants and Children (WIC), and veterans and military spouses. EDA also encourages partnerships with Historically Black Colleges and Universities, Tribal Colleges and Universities, or Minority-Serving Institutions.

EDA recognizes that in many circumstances having adequate, modernized facilities is a critical component of a successful workforce training program that responds to industry needs today and into the future. As such, equipment costs, expenses related to securing adequate space (e.g., rent, leases), and other non-construction capital expenses are allowable expenses under this program. Building-based construction projects (i.e., any activity that disturbs the ground or modifies a structure) are not eligible under this NOFO. To the extent that a workforce training project is focused only on a building-based construction project or the success of the system or partnership depends on the construction of a new facility, EDA encourages eligible entities to apply under

¹ A “quality job” is defined as a job that exceeds the local prevailing wage for an industry in the region, includes basic benefits (e.g., paid leave, health insurance, retirement/savings plan), and/or is unionized, and helps the employee develop the skills and experiences necessary to advance along a career path. “Prevailing wage” is defined by the Department of Labor as “the average wage paid to similarly employed workers in a specific occupation in the area of intended employment.”

² The purpose of workforce development boards is to convene State, regional, and local workforce system and partners to: (a) enhance the capacity and performance of the workforce development system; (b) align and improve the outcomes and effectiveness of Federally-funded and other workforce programs and investments; (c) through these efforts, promote economic growth; (d) engage public workforce system representatives, including businesses, education providers, economic development, labor representatives, and other stakeholders to help the workforce development system achieve the purpose of the Workforce Innovation and Opportunity Act (WIOA); and (e) assist to achieve the State's strategic and operational vision and goals as outlined in the State's WIOA plan.

the ARPA Economic Adjustment Assistance (EAA) NOFO (that was published separately³), while following the principles laid out in this Good Jobs Challenge NOFO in that application. If a workforce training project develops or expands a regional workforce training system or sectoral partnership and there is a related, complementary construction project, EDA encourages applicants to submit the system or partnership project under this Good Jobs Challenge NOFO and the complementary construction project under EDA's EAA NOFO.

Additionally, the use of project funds to make equity or hybrid investments in businesses is not an allowable cost; neither EDA funds nor matching share may be used for such purposes.

If an applicant has inadvertently applied to the incorrect NOFO, or if a Good Jobs Challenge application is not selected, EDA in its discretion may move one or more of the proposed projects to another NOFO under which it is eligible.

In EDA's experience with post-disaster recovery, the most effective rebuilding efforts are based on long-term regional development or redevelopment strategies that leverage Federal funding in coordination with state, local, and private sector resources. For this reason, EDA encourages the submission of applications based on long-term, regionally oriented, coordinated, and collaborative economic development or redevelopment strategies that foster economic growth and resilience.

Prospective applicants should note that section C sets out eligibility criteria for applications, and only applications meeting the eligibility criteria will be considered. EDA will evaluate and select applications according to the evaluation criteria set forth in section E. Applicants who are unsure whether their proposed project is eligible under this NOFO should contact EDA at the email address listed in section G.

EDA may make changes or additions or cancel the ARPA Good Jobs Challenge NOFO at any time. All changes will be communicated via Grants.gov.

b. ARPA Good Jobs Challenge

As noted above, regional workforce training systems and sectoral partnerships connect, convene, and coordinate a variety of stakeholders across a region, which can include the following entities or those with similar functions (as appropriate to the region): State, Tribal, and local governmental entities, economic development organizations, workforce development boards, employers, employer-facing organizations and employer associations, educational institutions and training providers, labor-management partnerships, CBOs, WSOs, and labor unions. Sectoral partnerships help train workers with the skills needed for in-demand jobs and thus support communities' abilities to attract employers and support start up organizations.

Sectoral partnerships are effective because: they are carefully built to include *all* necessary partners before workforce solutions are designed; they cut across traditional economic development, workforce, education, and social services system silos; they are targeted to in-

³ Workforce construction projects may also be funded under the Build Back Better Regional Challenge, Indigenous Communities, and Travel, Tourism, and Outdoor Recreation NOFOs.

demand sectors with high-quality jobs; and they consider the economic realities of a regional industry in assessing workforce demand and training needs.

In addition, effective regional systems and partnerships have a System Lead Entity or Backbone Organization, respectively, that serves as the intermediary between all stakeholders and works to ensure programs get implemented, meet employer needs, are leading to long-term positive outcomes for workers and their communities, and meet agreed-upon milestones.

For example, a manufacturing trade association may bring multiple employers with common job openings that require similar skill sets together with a local training provider, labor management partnership, and community college or a group of community colleges in the region. Together, they may form a sectoral partnership to jointly develop and implement training programs to prepare workers to meet those needs. The sectoral partnership may also include one or more community-based organizations that provide wrap-around services (e.g., childcare, transportation) to support the workers during training. The partner businesses participate in the recruitment of the individuals to enroll in the training program and commit to hiring and retaining the workers who successfully complete the program.

Similarly, an existing sectoral partnership might tailor and expand an existing successful skills training program to serve other regions or industries or to target specific sets of workers facing systemic inequities or barriers to employment. Other examples might involve a union working with an employer or group of employers to create or scale a Registered Apprenticeship or an employer-led partnership that provides a work-and-learn model where workers can continue to work as they develop new skills. Training should teach foundational principles as well as applied knowledge, should be applicable to more than one employer as much as practicable, and should help workers advance along a career path.

EDA is cognizant that various regions or various industries within a region have different needs with respect to regional workforce training systems. One region may need to build and design a new sectoral partnership, while another region may have the various component parts of an effective partnership but may need to link those components in an integrated fashion. A third region may have an existing sectoral partnership that functions well and is ready to move forward with implementation projects or to expand the partnership to other regions or to support other industries and occupations or skill needs within an industry.

The ARPA Good Jobs Challenge is designed to meet the needs of businesses and workers in each type of region and help develop or strengthen dynamic regional workforce training systems and the sectoral partnerships they implement. EDA anticipates funding the following three phases of regional workforce training systems/sectoral partnerships, as applicable to regional needs, under the Good Jobs Challenge NOFO:

- **System Development** funding to help a System Lead Entity establish and develop a regional workforce training system comprised of multiple sector partnerships,
- **Program Design** funding for sectoral partnership(s) to identify the skills needed by industry and workers, develop the skills training curriculum and materials, and secure technical expertise needed to train workers with the skills needed by businesses, including providing professional development and capacity-building to trainers and educators, and

- **Program Implementation** funding to deliver workforce training and wrap-around services that place workers into quality jobs through a new or expanded sectoral partnership(s).

Note: the applicant for Program Design and Program Implementation may be the System Lead Entity or Backbone Organization, as is appropriate for the specific situation.

EDA plans to make an award to a System Lead Entity or Backbone Organization to fund the System Development, Program Design, and/or Program Implementation requirements of the system, as appropriate. The idea behind the ARPA Good Jobs Challenge NOFO is to support the needs of an applicant's identified system and/or partnership(s) through a single integrated award. The System Lead Entity or Backbone Organization may make subawards as necessary and as approved by EDA. The following paragraphs provide additional information on the types of projects EDA is seeking to support.

i. Regional, Industry, and Occupation Focus; Benchmark Approach to Funding

A regional workforce training system may focus on the skills needs of a region or multiple regions in one or more industries or occupations within that region or regions. For purposes of this ARPA Good Jobs Challenge NOFO, an occupation has the same meaning as a "worker role," defined as a workplace need of a region, an industry, or employer that requires specific training or skills and that creates a career pathway for a worker (e.g., a skilled machine technician, registered nurse). The size and scope of a given workforce training system and/or sectoral partnership can vary significantly based on the needs of the employers and workers in a region and the focus of the workforce training system and/or partnership itself.

The size of award available under this ARPA Good Jobs Challenge NOFO will depend on the proposed geographic, industry, and occupation coverage of a given regional system or partnership, and applicants should justify their budget requests by reference to those factors. Each application should identify a System Lead Entity or Backbone Organization that is an Eligible Applicant with convening power in the region and the capacity to coordinate all necessary regional system or partnership stakeholders (see section A.1.b.ii below for more details on the characteristics of System Lead Entities and Backbone Organizations). EDA anticipates making an overarching award to each successful System Lead Entity (on behalf of a regional workforce training system) or Backbone Organization (on behalf of a sectoral partnership) and then approving the release of award funds over the period of performance based on successful completion of specific applicant-proposed benchmarks that will be clearly identified in the award as the organization moves through System Development, Program Design, and/or Program Implementation, as applicable to the particular award. Applicants should submit one application to simultaneously request funding for as many phases (System Development, Program Design, and/or Program Implementation) as necessary.

The following examples are designed to help explain how EDA anticipates awarding funds and implementing benchmarks:

- Region A has identified a group of employers across three industries that have similar needs for skilled workers. Region A also has many of the resources of a successful

regional workforce training system, but those resources need to be linked and coordinated to help the worker, employers, and others in the region to identify or develop the skills adjacency to develop a pipeline of workers for in-demand jobs. For Region A, System Lead Entity A might submit an application that proposes specific steps for linking various existing resources together and focusing the system on those three industries and employer-identified worker roles within those industries.

EDA may approve an overarching award in the amount of \$20 million to System Lead Entity A based on the coverage of the regional workforce training system. System Lead Entity A would be able to access a specific amount of the overarching award for System Development activities related to successfully linking existing workforce resources together to develop an effective regional workforce training system. Once System Lead Entity A has met award-specified benchmarks related to System Development, the entity could access funds for Program Design activities to create sectoral partnerships specific to the identified industries and worker roles. Once System Lead Entity A has met award-specified benchmarks related to Program Design, the entity would be able to access Program Implementation funds to implement those sectoral partnerships, including through subawards to Backbone Organizations, to support training that leads to jobs and funding for wrap-around services for the program participants.

- Region B is relatively small geographically and has one main industry that needs trained workers. Similar to Region A, Region B has some components of a successful regional workforce training system, but those components need to be linked and coordinated. For Region B, System Lead Entity B might submit an application that proposes a new structure for linking existing system components and developing a work-and-learn program that gathers employer and regional needs related to worker roles and develops a skills training program in conjunction with local educational institutions that allows workers to continue in their jobs while they complete a program to train them for needed roles.

EDA may approve an overarching award in the amount of \$8 million to System Lead Entity B, which would be able to access a specific amount of the overarching award to accomplish System Development benchmarks related to establishing the structure for the regional system. Once System Lead Entity B has met System Development benchmarks related to regional system structure, the entity could access funds for Program Design activities, such as developing the sectoral partnership with education and training organizations specific to the identified industry and worker roles. Once System Lead Entity B has met award-specified Program Design benchmarks, the entity would be able to access Program Implementation award funds to implement the sectoral partnership.

- Region C has an existing regional workforce training system coordinated by System Lead Entity C that is working well. Neighboring Regions D and E request System Lead Entity C's assistance in tailoring the system to their regions' needs. System Lead Entity C submits an application that proposes strengthening and expanding Region C's system as well as supporting the workforce training needs of Regions D and E.

EDA may approve an overarching award in the amount of \$20 million to System Lead Entity C. While System Lead Entity C is not requesting funds for System Development,

before System Lead Entity C can access Program Design funds, it must demonstrate it already has System Development standards in place of sufficient quality to move to Program Design. Once System Lead Entity C has met award-specified Program Design benchmarks related to expanding the system to Regions D and E, System Lead Entity C may access Program Implementation funds to recruit workers and implement the broader-reaching sectoral partnerships, including wrap-around services. As part of Program Implementation, System Lead Entity C may subaward funds to Backbone Organizations supporting sectoral partnerships in Regions D and E.

- Region D has existing Backbone Organization D that runs a successful sectoral partnership that trains and places about 200 workers into quality jobs each year. Region D believes with additional resources they will be able to scale their partnership to train 500 workers each year and place them into quality jobs. Backbone Organization D submits an application for funds for additional trainers, leased facilities, equipment purchase, childcare, transportation, and coaching services to expand its existing sectoral partnership program to be able to train additional workers each year.

EDA may approve an award in the amount of \$10 million to Backbone Organization D. While Backbone Organization D is not requesting funds for System Development or Program Design, before Backbone Organization D can access Program Implementation funds, it must demonstrate it already has the System Development and Program Design standards in place of sufficient quality to move to Program Implementation.

ii. System Lead Entities and Backbone Organizations

The System Lead Entity or Backbone Organization for each regional workforce training system and sectoral partnership, respectively, is an essential element to the success of the system. A System Lead Entity or Backbone Organization serves as an intermediary that organizes and works with employers, training participants, employees, government agencies, and other organizations to solve problems within sectors and help grow sectors by developing trust and a base of knowledge about the organizations and businesses, as well as available public and private resources.

In a mature regional workforce training system, a System Lead Entity supports multiple sectoral partnerships, and each of those sectoral partnerships is convened by its respective Backbone Organization. The System Lead Entity supports and facilitates connections between the Backbone Organizations.

An effective System Lead Entity will have most or all the following characteristics:

- Convening power in the region;
- Committed support of the executive leadership from the region and buy-in from appropriate stakeholders (e.g., a governor, mayor or chief executive of a jurisdiction, chief executives of major employers, heads of labor unions, presidents of two- and four-year institutions of higher education, etc.);

- Relationships and credibility with key players in the workforce ecosystem, including employers, governmental entities, state or local workforce development boards, educational institutions, labor organizations, and worker-serving organizations;
- A proven track record of coordinating across sectors and partners and of driving stakeholders to successful action;
- Ability to translate various sectors' objectives and key concerns to other sectors;
- Strong fundraising capabilities; and
- Dedicated full-time employee(s) focused on addressing regional workforce issues to support regional economic development.

An effective Backbone Organization will have most or all the following characteristics:

- Convening power in the region;
- Committed support of the executive leadership from the region and buy-in from appropriate stakeholders (e.g., a governor, mayor or chief executive of a jurisdiction, chief executives of major employers, heads of labor unions, presidents of two- and four-year institutions of higher education, etc.);
- Relationships and credibility with the key industry leaders within the sector and strong knowledge of the industry and its needs;
- Relationships and credibility with key players in the workforce ecosystem, including employers, governmental entities, state or local workforce development boards, educational institutions, labor organizations, worker-serving organizations;
- A proven track record of coordinating across the sector and of driving stakeholders to successful action;
- Strong fundraising capabilities or connection to a system with strong fundraising capabilities; and
- Dedicated full-time employee(s) focused on addressing the industry's workforce issues to support the industry's economic growth.

iii. Regional Workforce Training Systems and Sectoral Partnerships

Regional workforce training systems contain multiple sectoral partnerships representing important industries within a region. Each sectoral partnership is a collaboration of stakeholders in a region brought together by a Backbone Organization to jointly address specific workforce needs of that sector's employers. Stakeholders include, but are not limited to, any of the following kinds of organizations: State, Tribal, and local governmental entities, economic development organizations, state or local workforce development boards, Career OneStops, employers, employer-facing organizations and employer associations, education and training providers like community colleges, community-based organizations (CBOs) (including faith-based organizations), worker-serving organizations (WSOs), labor unions, and/or other key stakeholders with responsibilities in advancing the goals of the sectoral partnerships.

The purpose of these partnerships is to implement strategies that meet employers' workforce needs, advance the skills and employment prospects of workers and jobseekers, grow regional economies, and increase employment in resilient and high-quality jobs. The key to effective partnerships is that they include a representative group of employers that are from the same

industry or have a similar workforce need and are meaningfully engaged in the development of the system and/or partnership.

iv. Training Models

There are several different skills training models that have proved to be effective if the fundamental characteristics we have described in previous sections are in place. However, in all models, a key component is upfront employer engagement and mobilization, and employer commitments to hire workers (see Section A.1.b.v below).

Models may differ in the type of worker skills training they provide and will differ based on the sectors or occupations that the trainings are aligned to. Examples that meet the interests of this Good Jobs Challenge – to develop and strengthen regional partnerships and systems and train workers with in-demand skills that lead to well-paying, high-quality jobs – include:

- **Skills Training Programs:** Programs that train workers with the foundational skills needed for in-demand, quality jobs and prepare workers for employment that provides career pathways after completion of the program.
- **Registered Apprenticeship Model:** These programs combine paid on-the-job training under the direction of a mentor with classroom instruction and result in an industry-recognized credential certifying occupational proficiency.
- **Other Work-and-Learn Models:** For example, a worker is conditionally hired for a specific training period and earns wages while receiving on-the-job training in foundational skills as well as applied concepts. After successful completion of the training period, the worker is officially hired as a full-time employee.
- **Certification or Credentialing Programs:** Programs in which participants obtain an industry-recognized certificate or certification and/or a license recognized by the State involved or the Federal Government.

Programs may target unemployed or underemployed workers or incumbent workers with opportunity for increased wages through targeted upskilling.

v. Employer Leadership

One of the primary goals of the Good Jobs Challenge is to get Americans back to work with good, quality jobs. To that end, EDA is seeking applications that have firm employer commitments to hire. The employer commitment may come in different formats. Some examples include:

- **Work-and-Learn, including Registered Apprenticeships:** See descriptions above.
- **Conditional Hire:** Employer hires worker on the condition of successful completion of the training program and demonstration of skill acquisition.
- **Employer Commitments:** Employers commit to hiring a specific number of workers who successfully complete the training program provided through the regional workforce training partnership.

In addition to these commitments, employers should be leading partners in the sectoral partnership and drive the sectoral partnership's agenda. While sectoral partnerships contain a

broad-based team of partners and are a “team effort” made up of education, worker groups, workforce development, and economic development leaders who collaborate to support the partnership, the partnership should focus on responding to the industry’s needs. This requires strong leadership from employers. Business leaders should define the priorities and be integrally involved in crafting the solutions (as opposed to providing input only). Employers define their skills needs and the priorities for addressing them; these needs may be linked to joint competitiveness needs that they face and wish to resolve. Employers and the other partners should all commit resources to identify and solve the problems.

vi. Example Activities and Desired Outputs and Outcomes

The ARPA Good Jobs Challenge will provide funding to develop, strengthen, and expand regional workforce training systems and sectoral partnerships that place workers into in-demand jobs to support vibrant, innovative economies and economic growth. Proposed projects may aim for some or all of the following activities, outputs, and outcomes, or others, as appropriate, considering each proposed project’s regional, sectoral, and economic contexts.

- Establishing, strengthening, or expanding sectoral partnerships or regional workforce training systems to provide workers with good jobs and employers with skilled workers.
- Funding and staffing for the System Lead Entity or Backbone Organization to carry out key functions outlined in section A.1.b.ii of this NOFO.
- Working with employers and other stakeholders to identify in-demand occupations and skills and securing employer commitments to hire workers who successfully complete skills training, including earning relevant industry-sought credentials.
- Making the information on in-demand occupations, the local training programs aligned to those occupations, and the funding/support opportunities to workers to afford the training programs easily accessible for job seekers.
- Developing processes to translate employers’ needs for worker skills into training models and to identify skills that could be useful to employers that they are not currently using, helping employers to adopt a more high-wage, high-skill workforce strategy.
- Developing and executing outreach and recruitment plans to secure workers, particularly from underserved populations, to participate in the skills training program to enhance diversity, equity, and inclusion in the targeted industry.
 - These plans should be developed in partnership with stakeholders from target populations, including Historically Black Colleges and Universities, Tribal Colleges and Universities, or Minority-Serving Institutions.
 - Although not required, EDA encourages efforts to reach historically underserved populations and areas, communities of color, women, and other groups facing labor market barriers such as persons with disabilities, disconnected youth, individuals in recovery, individuals with past criminal records, including justice-impacted and reentry participants, serving trainees participating in the SNAP, TANF, and WIC, and veterans and military spouses.
- Developing systems and processes to measure and track key outcomes and metrics of skills training program.
- Delivering quality skills training that places workers into quality jobs.
- Delivering technical assistance for employers on skills-based hiring practices to reduce bias, improve return on investment, and promote people-centered practices.

- Working with employers to adopt high-wage, high-skill workforce strategies.
- Securing and offering wrap-around services for workers to participate in skills training programs (e.g., transportation, childcare, career coaching/navigation services).
- Leveraging federal and non-federal funds to expand reach.

All awardees should produce concrete, measurable impacts for workers in the region (e.g., employer commitments to hire, job placements, wage gain). These metrics should also be broken down by demographics in order to track progress against equity goals.

c. CEDS Alignment

Each project funded under this NOFO must be consistent with the region's current Comprehensive Economic Development Strategy (CEDS) or an equivalent EDA-accepted regional economic development strategy that meets EDA's CEDS or strategy requirements. Applications will need to detail how the proposed project will support the economic development needs and objectives outlined in the CEDS or equivalent strategy and provide a copy of this planning document, either by attaching the document to the application or providing a web link for the document. In addition, applicants should indicate if other Federal funds have been secured or requested to support any portion of the project for which an EDA investment is proposed. Applicants should describe how the EDA investment will complement, leverage, or otherwise align with other public and private investments to accomplish the planned deliverables and outcomes. Where other Federal funding may be involved in the project, the applicant should provide the Federal program name and contact information with the application in order to facilitate interagency coordination and avoid duplication of resources.

2. EDA Investment Priorities

All projects considered for EDA funding under this ARPA Good Jobs Challenge NOFO must be consistent with EDA's Recovery and Resilience Investment Priority. Applicants may also demonstrate that a project is consistent with any of EDA's other Investment Priorities and may be considered more competitive as a result. EDA's Investment Priorities are located at <https://www.eda.gov/about/investment-priorities/>. The priorities may be updated from time to time. Any future revisions will be reflected on EDA's website on January 15, April 15, July 15, or October 15 of each year.

3. Statutory Authorities for EDA's Programs

The statutory authority for this program is section 209 of the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3149). The statutory authorization of supplemental appropriations for economic disaster recovery activities is section 703 of PWEDA (42 U.S.C. § 3233). Additional programmatic authority is provided by the American Rescue Plan Act of 2021 (Pub. L. 117-2).

Applicant eligibility and program requirements are set forth in EDA's regulations (codified at 13 C.F.R. Chapter III), and all applicants must address these requirements. EDA's regulations are accessible at the Electronic Code of Federal Regulations website at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>. Under "Browse," select "Title 13 – Business Credit and Assistance", then "Go", then "300-399".

4. How Does EDA Interpret Resilience?

All projects considered for EDA funding under this ARPA Good Jobs Challenge NOFO must be consistent with EDA's Recovery and Resilience Investment Priority. In terms of economic development, for EDA resilience is broadly defined as the ability of a community or region to anticipate, withstand, and bounce back from various disruptions to its economic base. These disruptions can be caused by a variety of things, including a downturn in the national or local economy as a result of the pandemic. Enhancing resilience in the face of the pandemic, especially in light of the ongoing impacts of natural disasters and a changing climate, is a multi-dimensional effort emphasizing engagement and support from all aspects of the community, including economic development practitioners. Some examples include:

- Efforts to broaden the industrial base or local sectoral specialization with diversification initiatives (e.g., moving away from a local or regional economy overly dependent on one industry that might be susceptible to downturns caused by the pandemic);
- Enhancing business retention and expansion programs to strengthen existing high-growth sectors and industries;
- Comprehensive planning efforts that involve extensive engagement from the community to define and implement a collective vision for economic recovery; and
- Training for workers in problem-solving skills, that enable nimble operation in both crisis and non-crisis times.

Resilience (within the context of economic development) is strengthened when it includes methods and measures to mitigate the potential for future economic injury, promote a faster “up-time” for economic anchors (e.g., key businesses and/or industries), and strengthen local and regional capacity to troubleshoot and address vulnerabilities within the regional economy. As noted above, to be competitive under this ARPA Good Jobs Challenge NOFO, application submissions must explicitly incorporate resilience principles. Additional information about this subject is available at <https://www.eda.gov/ceds/content/economic-resilience.htm>.

B. Federal Award Information

1. What Funding Is Available Under this Announcement?

Under the American Rescue Plan Act of 2021 (Public Law 117-2), Congress provided EDA with \$3,000,000,000, to remain available until September 30, 2022, to “prevent, prepare for, and respond to coronavirus and for necessary expenses for responding to economic injury as a result of coronavirus.” Of the \$3 billion in appropriated funds, this NOFO specifically allocates \$500,000,000 for the Good Jobs Challenge.

If an applicant is awarded funding, neither DOC nor EDA is under any obligation to provide any future funding in connection with that award or to make any future award(s). Amendments or renewals of an award to increase funding or to extend the period of performance are at the sole discretion of DOC and EDA.

Publication of this announcement does not obligate DOC or EDA to award any specific grant or cooperative agreement or to obligate all or any part of available funds. The granting of any

award is subject to the availability of funds at the time of award as well as to DOC priorities at the time of award. Neither DOC nor EDA will be held responsible for application preparation costs.

EDA anticipates making approximately 25 to 50 awards under this ARPA Good Jobs NOFO and scaling awards as appropriate to the proposed geographic, industry, and worker role coverage of a given regional system.

Depending on demand under this NOFO, EDA may exercise its discretion to adjust the total amount available under this NOFO and other American Rescue Plan Act NOFOs to ensure funds are used to maximum effect or to adjust to unforeseen changes in recovery efforts.

2. What Type of Funding Instrument Will Be Used to Make Awards? How Long Will a Project's Period of Performance Be?

Funding Instrument: Subject to the availability of funds, EDA may award grants or cooperative agreements to eligible applicants. EDA will award a cooperative agreement on a case-by-case basis if substantial agency involvement is required. For a cooperative agreement, the nature of EDA's "substantial involvement" (to be included in the terms and conditions of the award) will generally be collaboration between EDA and the recipient on the scope of work, including administering sub-awards to other eligible entities supporting the project. However, other possible examples of EDA's "substantial involvement" may include, but are not limited to: (i) authority to halt immediately an activity if detailed performance specifications are not met; (ii) stipulation that the recipient must meet or adhere to specific procedural requirements before subsequent stages of a project may continue; and (iii) operational involvement and monitoring during the project to ensure compliance with statutory requirements. Because EDA intends to release award funds to recipients only after the recipient has successfully completed specific applicant-proposed benchmarks identified in the award (see Section A.1.b.i), EDA anticipates that most awards will be cooperative agreements.

Period of Performance: Under the Good Jobs Challenge, the project period of performance depends on the nature of the project for which the grant or cooperative agreement is awarded. Because of the need for recipients to meet identified benchmarks to proceed through project phases, EDA expects projects to range in duration from 24 months to 36 months. EDA will work closely with award recipients to accommodate their projected timelines within reason and allowances of regulations and grant policies, though EDA will prioritize programs that are able to place workers into quality jobs within 24 months of the award. EDA expects that all projects will proceed efficiently and expeditiously, and EDA encourages applicants to clearly document how quickly they will be able to start and complete the proposed project scope of work. **EDA's American Rescue Plan appropriations are available for making awards through September 30, 2022, though all activities under the award must be completed and all funds disbursed no later than September 30, 2027.**

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for investment assistance include a(n):

- a. District Organization;
- b. Indian Tribe or a consortium of Indian Tribes;
- c. State, county, city, or other political subdivision of a State, including a special purpose unit of a State or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions;
- d. Institution of higher education or a consortium of institutions of higher education; or
- e. Public or private non-profit organization or association, including labor unions, acting in cooperation with officials of a political subdivision of a State.⁴

2. Applicable Disaster Declaration and Responsiveness to the Coronavirus Pandemic

EDA has determined that economic injury from the coronavirus pandemic constitutes a “Special Need,” and eligibility may be established on that basis without reference to the other economic distress criteria. This determination of nationwide eligibility for these funds is consistent with the March 13, 2020 emergency declaration for the coronavirus disease 2019 (COVID-19) pandemic pursuant to the Stafford Act for all states, tribes, territories, local governments, and the District of Columbia (<https://www.fema.gov/disasters/coronavirus/disaster-declarations#>).

EDA has further determined that due to the pervasive nature of the economic impacts of the coronavirus pandemic, any project that would address those impacts by creating or retaining jobs or increasing the economic diversity or resiliency of a region is eligible for funding. For example, an infrastructure project that creates new jobs in a region is responsive to the requirement that the funds be spent to respond to “economic injury as a result of coronavirus.”

3. Cost Sharing or Matching

EDA generally expects to fund 100% of eligible project costs, given the extent of the economic impact and in accordance with the agency’s statutory authority under section 703 of PWEDA (42 U.S.C. § 3233). As discussed in section E.1, however, applications that can demonstrate committed non-EDA resources to leverage grant funds will be preferred for award. Applicants are ***strongly encouraged*** to work with EDA regarding methods of encouraging outside leveraging.

⁴ See section 3 of PWEDA (42 U.S.C. § 3122) and 13 C.F.R. § 300.3. EDA, at its sole discretion, may waive this cooperation requirement for certain projects of a significant regional or national scope. 13 C.F.R. § 301.2.

D. Application Submission Information

All submissions under this ARPA Good Jobs Challenge NOFO are subject to the below review process.

An applicant **must submit a complete application**, as detailed in section D.2 of this ARPA Good Jobs Challenge NOFO, to be considered for funding. EDA may seek additional information or documentation from the applicant to clarify information presented in the application. EDA also may, in its sole discretion, continue review of any application with minor defects or errors, while the applicant supplies the missing information. Please see section E of this ARPA Good Jobs Challenge NOFO for more information on EDA's review and selection process.

EDA strongly encourages applicants to consult with EDA using the contact information in section G to discuss whether their project is in alignment with EDA's Investment Priorities as well as EDA's eligibility requirements, property standards, and other requirements outlined in this ARPA Good Jobs Challenge NOFO. This consultation is limited to clarification of technical matters involving the proposed project, project alignment with EDA's mission and EDA's Investment Priorities, and all other relevant and publicly available information relating to general technical matters.

1. Address to Request Application Package

An electronic version of the application for this ARPA Good Jobs Challenge NOFO may be obtained at Grants.gov using Funding Opportunity Number "EDA-HDQ-ARPGJ-2021-2006964". To accommodate applicants' accessibility requirements, a paper version of the application may be obtained by contacting the email address listed in section G of this NOFO. Please see section I below for instructions on submitting an application through grants.gov.

All applicants must apply through Grants.gov unless they request and receive authorization to submit a paper application package by contacting EDA at the email address listed in section G.

2. Content and Form of Application Submission

A complete Application will include two main elements: a Project Narrative and Standard Application Forms. In addition, applicants, at their option, may submit Optional Supporting Documentation as described below.

a. Project Narrative

A Project Narrative of no more than 15 total pages (12-point font, 1-inch margins). **Material beyond the 15th page will not be read or considered.** Applicants are strongly encouraged to provide a clear and concise narrative that includes a compelling justification for the project, including a clearly defined regional workforce need or gap, how the proposed project will uniquely meet that need, and the expected outcome(s) that will result from the proposed projects. Lengthy applications will not receive greater consideration.

Project Narratives must address the following areas:

Section 1: Project Description and Overview

Section 1a: Provide an executive summary that includes a project title, identifies the relevant regional workforce training system and/or sectoral partnership, and provides a summary of no more than 250 words.

Section 1b: Identify and describe the System Lead Entity or Backbone Organization for the regional workforce training system or sectoral partnership (see section A.1.b.ii for more details on the characteristics of System Lead Entities and Backbone Organizations).

Section 2a: Employer Leadership and Commitments

Sectoral partnership success will be measured by how many quality jobs training participants obtain with employer partners and their wages and wage growth. Any workforce solution funded will clearly devise a method for ensuring employment for its participants.

Describe employer leadership and commitments already in place or that are anticipated. For any such leadership or commitment, EDA will expect to see documentation of the commitment before advancing a project between System Development and Program Design phases. If applicable, describe how the System Lead Entity or Backbone Organization will identify additional employers to participate in the partnership's work. Applicants applying for Program Design and/or Program Implementation funds (but not System Development funds) should append documentation of the employer commitments to their applications.

Please explain how employers were or will be involved in the creation of the training programs and how they will participate in the implementation, evaluation, and ongoing refinement and improvement of them. Please also explain how employers were or will be active in the creation of recruitment requirements and the strategy for recruitment and/or the selection of training participants. Please also explain how entities that provide worker perspectives (labor unions, community organizations, etc.) will be involved in these activities. Applicants should include data and associated documentation from the employer(s) that show the number of committed job placements.

Section 2b: Other Stakeholders and Partnerships

Describe all relevant stakeholders for the system and/or partnership, including specific details on the roles and responsibilities of each stakeholder. Include letters of support from core sectoral partners, including labor union partners.

Section 3: Regional Description

Provide a description of the project's location and region, including its primary service area, and the key industry or industries. Also include the most significant and difficult-to-meet skills needs in the region and target participants served.

Address how the proposed development or strengthening of the partnership or system will be consistent with the region's or regions' CEDS.

Section 4: Impacts of the Regional Workforce Training System

Section 4a: Specify which one or more of the following components the project proposes:

- **System Development** to establish a new regional workforce training system,
- **Program Design** to strengthen or expand an existing sectoral partnership(s) and/or create new sectoral partnership(s), or
- **Program Implementation** to implement a sectoral partnership(s).

For proposals that include System Development, describe how the proposed project will capitalize on specific opportunities facing the region and/or tackle structural challenges. I.e., what is the problem you are trying to solve? For proposals that include Program Design or Program Implementation, describe the regional workforce training system that is already in place and how the proposed project will address local employers' workforce needs.

The applicant also should identify the factors that contribute to the region's workforce training strengths and challenges (e.g., workforce resources, existing and emerging industries, other regional assets).

Section 4b: Explain how the proposed project would meet EDA's Recovery and Resilience investment priority, which all American Rescue Plan Act projects are expected to meet. You also may explain in this space how the proposed projects will meet any of EDA's other investment priorities.

Section 4c: Describe the number and type of jobs expected to be available to workers who successfully complete the training as well as the projected wages, wage growth, benefits, and/or union membership of those jobs. Discuss how you will leverage available resources to support system development efforts and/or sectoral partnership implementation. Include data that validate estimates provided or, if data are not yet available, describe how you will collect data to validate estimates provided.

Section 4d: Explain why the proposed partnership or system is achievable. Do you have examples of where this or similar solutions have been implemented before? If the partnership is completely new, what research and groundwork have you done that leads you to believe your outcomes are achievable?

Section 4e: Describe the target demographics of participants and specific stakeholder groups that will be impacted by the solution and explain the rationale for how participants are targeted. Provide an estimate of how many people, organizations, employers and/or communities will be impacted by the project either directly or indirectly.

Section 5: Funding Request and Program Design and Implementation

Section 5a: Provide an estimated funding request for the proposed partnership(s) or system. As noted above in section A.1.b.i, EDA plans to award funds under this ARPA Good Jobs NOFO in proportion to the proposed geographic, industry, and worker role coverage of a given regional system. While there are no maximums for any particular phase or combination of phases that can be requested, the following estimates can help guide your funding request. EDA estimates:

- Approximately \$1 million may be required for System Development to establish a regional workforce training system.
- Approximately \$2 million may be required for Program Design to design an employer-driven skills training program and make the capacity building investments necessary to enable its implementation, including securing the needed capital (e.g., equipment, leased space) per region, industry, and worker role.
- Between approximately \$2 million and \$7 million may be required for Program Implementation to implement an employer-driven skills training program per region, industry, and worker role.

Proposals may be developed to serve multiple regions, industries and worker roles. A regional workforce training system may support multiple sectoral partnerships.

Please see sections A.1.b.i and B.1 above for additional guidance on articulating and justifying your funding request. Applicants should include costs in their proposal to cover expenses to track and measure key metrics of their program. Expenses may include staff resources and systems. Metrics that will need to be tracked and reported may include the following: number of workers participating in program broken down by key demographics, number of workers who complete the program broken down by key demographics, number of workers placed into jobs broken down by key demographics, average wages of job placements, average wage growth of job placements, retention of workers placed, amount spent on wraparound services, and total average cost spent per worker.

Section 5b. Describe anticipated System Development, Program Design and Program Implementation projects. Anticipated Program Design and Program Implementation projects should connect to the funding request under Section 5a. Depending on the needs of the region and the current status of existing workforce training efforts, these projects might include:

- The development of outreach and recruitment plans for employers.
- The development of outreach and recruitment plans for workers, including plans to reach diverse and underserved communities.
- The development of training models and curricula.
- Purchase of necessary equipment to support and expand existing workforce training projects.

Section 5c. Identify any anticipated barriers to worker participation and how you plan to mitigate the impact of those barriers. Describe any wrap-around services that will be provided to workers to ensure they are able to participate in employer-driven skills training programs (e.g., transportation, childcare, coaching/navigation services) and how you will ensure the program is sustainable, including any support provided to workers after completion of the training (e.g., job placement support, etc.).

b. Standard Application Forms

The following application forms must be submitted by the proposed System Lead Entity or Backbone Organization that will receive and administer the award if selected:

- Form SF-424 (Application for Federal Assistance).
- Form SF-424A ((Budget Information Non-Construction Programs).
- One Budget Narrative that identifies and justifies how funds in each line item of the budget (Form SF-424A) will be used to support the proposed project. The Budget Narrative should not repeat information provided in the funding request (section 5a of the Project Narrative) but should only provide additional detail needed to understand the amounts allocated to each budget line item. Total costs described in the narrative total should match the total project costs listed in both the SF-424 question 18 line g and SF-424A (“Totals”).
- Form ED-900A (Additional EDA Assurances for Construction or Non-Construction Investments).
- Form CD-511 (Certification Regarding Lobbying).
- Form SF-LLL (Disclosure of Lobbying Activities), if applicable. Form SF-LLL is only required if the applicant has retained a registered lobbyist in conjunction with the proposed project.
- If the System Lead Entity or Backbone Organization is a non-profit organization that is not an institution of higher education: a copy of the institution’s articles of incorporation, bylaws, and a current certificate of good standing.

c. Optional Supporting Documentation

As noted above, EDA recognizes that regions have different needs with respect to regional workforce training systems (i.e., one region may need to design and organize a system from the ground up, while another region may have an existing system). Therefore, applicants **may (but are not required to)** submit supporting documentation to appropriately supplement the Project Narrative. Such supporting documentation will not count against the Project Narrative page limit, but applicants should clearly label supporting documentation and make clear to EDA which section of the Project Narrative any supporting documentation is designed to supplement. For instance, an applicant **may (but is not required to)** submit:

- A memorandum of understanding or agreement (MOU or MOA) between the stakeholders to supplement Section 2 of the Project Narrative.

- A documented process to gather skills needs from employers and translate these needs into effective training models and a demonstrated ability to implement these skills training programs (e.g., past experience, sample training curriculum) to support Section 4 of the Project Narrative.
- Existing workforce training curricula to support Section 4 of the Project Narrative.

These examples are illustrative only; applicants may (but are not required to) submit other appropriate supporting documents as well.

d. Copy of Negotiated Indirect Cost Rate Agreement (if applicable)

If indirect costs are included in the project budget, the applicant must include documentation to support the indirect cost rate it is using (unless claiming the 10 percent de minimis indirect cost rate, discussed below). For most applicants, this will entail the submission of a copy of its current, approved negotiated indirect cost rate agreement (NICRA). The maximum dollar amount of allocable indirect costs for which EDA will reimburse a recipient is the lesser of the (i) line-item amount for the Federal Share of indirect costs contained in the EDA approved budget for the award, or (ii) the Federal Share of the total allocable indirect costs of the award based on either (a) the indirect cost rate approved in the NICRA, provided that the NICRA is approved on or before the award end date, or (b) other acceptable documentation as indicated below.

If the applicant does not have a current or pending NICRA, it may propose indirect costs in its budget; however, the applicant must prepare and submit an allocation plan and rate proposal for approval within 90 days from the award start date (unless claiming the 10 percent de minimis indirect cost rate, discussed below). See 2 C.F.R. part 200 Apps. III, IV, V, VI, VII for guidance. The allocation plan and the rate proposal must be submitted to EDA's Office of Regional Affairs (or applicable cognizant Federal agency). If the applicant chooses to pursue this option, it should include a statement in its Budget Narrative that it does not have a current or pending NICRA and will submit an allocation plan and rate proposal to EDA or the applicant's cognizant Federal agency for approval.

In accordance with 2 CFR § 200.414(f), an applicant that does not have a current negotiated (including provisional) rate, may elect to charge a de minimis rate of 10 percent of modified total direct costs (unless the applicant is a state or local unit of government that receives less than \$35 million in direct federal funding per year, discussed below). No documentation is required to justify the 10 percent de minimis indirect cost rate; however, an applicant electing to charge a de minimis rate of 10 percent must include a statement in its Budget Narrative that it does not have a current negotiated (including provisional) rate and is electing to charge the de minimis rate.

Note that if the applicant is a State or local unit of government that receives less than \$35,000,000 in direct Federal funding per year it may submit any of the following:

- i. A Certificate of Indirect Costs from the Department of the Interior (DOI) or EDA;
- ii. Acknowledgment received from EDA and Certificate of Indirect Costs in the form prescribed at 2 C.F.R. pt. 200, app. VII;
- iii. Cost Allocation Plan approved by a Federal agency (note that cost allocation plans or indirect cost rates approved by state agencies are not acceptable); or

- iv. NICRA.

3. AOR Requirement and File Formats

All relevant forms must be signed electronically by the applicant's Authorized Organizational Representative (AOR); please see section I.2 of this NOFO for information on AOR requirements. The preferred electronic file format for attachments is Adobe PDF; however, EDA will accept electronic files in Microsoft Word, Microsoft PowerPoint, or Microsoft Excel formats. EDA will not accept paper, facsimile, or email transmissions of applications except as described below in section D.5.b. Please refer to important information on submitting your application provided in section D.5.

All documentation and data submitted should be current and applicable as of the date submitted. Applicants are encouraged to contact EDA for technical assistance before submitting an application. EDA staff members are available to provide applicants with technical assistance regarding application requirements. Additionally, EDA may contact the applicant to clarify application materials received.

Finally, EDA may request a particular project be re-scoped to fit within budget and timing constraints. **Note that all projects must be completed by September 30, 2027 and that this deadline cannot be extended.**

4. Unique Entity Identifier and System for Award Management (SAM)

To enable the use of a universal identifier and to enhance the quality of information available to the public as required by the Federal Funding Accountability and Transparency Act of 2006, applicants are required to: (i) be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in the application; (iii) make certain certifications (see also section H.5 of this NOFO), and (iv) continue to maintain an active SAM registration with current information at all times during which they have an active federal award or an application or plan under consideration by a federal awarding agency. **System Lead Entities or Backbone Organizations do not need to be registered in SAM by the Application deadline, but their SAM registration must be complete before EDA may make an award under this NOFO.** EDA may not make a federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the EDA is ready to make an award, EDA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant. Recipients will be subject to reporting requirements, as identified in OMB guidance published at 2 C.F.R. parts 25 and 170.

5. Submission Dates and Times

The deadline for submission of complete Applications is **11:59 p.m. Eastern Time on January 26, 2022**. Applications received after that deadline will not be reviewed or considered. See section E of this ARPA Good Jobs Challenge NOFO regarding EDA's review process.

All American Rescue Plan Act Funds must be expended by September 30, 2027, and therefore, no grants may be extended beyond that date. EDA may cancel or withdraw the ARPA Good Jobs Challenge NOFO at any time.

a. Electronic Submission.

Applications will be accepted through Grants.gov. EDA will not accept paper, facsimile, or email transmissions of applications except as provided below.

Once an application is submitted, it undergoes a validation process through Grants.gov during which the application may be accepted or rejected by the system. Please be advised that the validation process may take 24 to 48 hours to complete. Applications that contain errors will be rejected by Grants.gov and will not be forwarded to EDA for review. The applicant must correct any errors before Grants.gov will accept and validate the application.

Please see section I of this ARPA Good Jobs Challenge NOFO for more detailed instructions and information on the requirements for submitting applications electronically via Grants.gov.

b. Alternatives to Electronic Submission.

If an applicant is unable to submit a complete application electronically for reasons beyond the control of the applicant, EDA, in its sole discretion, may **pre-approve in writing** submission via an alternate method (e.g., email).

6. Intergovernmental Review

Applications submitted under this ARPA Good Jobs Challenge NOFO are subject to the requirements of Executive Order (EO) 12372, “Intergovernmental Review of Federal Programs,” if a State has adopted a process under EO 12372 to review and coordinate proposed Federal financial assistance and direct Federal development (commonly referred to as the “single point of contact review process”). All applicants whose primary service areas fall within one or more such States must give State and local governments a reasonable opportunity to review and comment on the proposed Project, including review and comment from area-wide planning organizations in metropolitan areas.⁵ To find out more about a State’s process under EO 12372, applicants may contact their State’s Single Point of Contact (SPOC). Names and addresses of some States’ SPOCs are listed at <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. Question 19 of Form SF-424 allows applicants to demonstrate compliance with EO 12372.

7. Pre-award Costs

In general, EDA does not reimburse pre-award project costs. Applicants that need such reimbursement should work closely with EDA to determine if their pre-award costs may be considered for reimbursement. In order for contracted pre-award costs to be eligible for reimbursement, the applicant must competitively procure services pursuant to the Federal government’s procurement procedures. All pre-award costs are incurred at an applicant’s own risk and will be considered for reimbursement, in EDA’s sole discretion, only if an applicant receives an award and such costs are approved by EDA in writing. Under no circumstances will

⁵ As provided for in 15 C.F.R. part 13.

EDA or DOC be held responsible for application preparation expenditures, which are distinguished from pre-award project costs.

8. Other Submission Requirements

After EDA reviews an application, EDA may contact the applicant to request any necessary additional documentation to clarify or substantiate submitted application materials, depending on the type of project proposed. Examples of additional documentation may include, but are not limited to, title verification, documentation of the value of in-kind contributions, evidence that all funding is available and committed to the project, or documentation required for environmental or legal compliance. This additional documentation will be required to ensure the proposed project complies with all applicable rules and regulations prior to EDA's issuance of an award. EDA will provide applicants a reasonable amount of time to provide any additional documentation. Failure to provide complete and accurate supporting documentation in a timely manner when requested by EDA may result in the denial of an application.

EDA may, in its discretion, make changes or additions to this ARPA Good Jobs Challenge NOFO. All changes will be communicated on Grants.gov.

E. Application Review Information

Throughout the review and selection process, EDA reserves the right to seek clarification in writing from applicants whose applications are being reviewed. This may include reaching out to applicants and proposing they seek funding under a different EDA program or other Federal financial assistance program under which they may be more competitively assessed. EDA may additionally ask applicants to clarify application materials, objectives, and work plans, or modify budgets or other specifics necessary to comply with Federal requirements. EDA will screen submitted materials to verify that all required forms are complete and all required documentation is included. Complete applications that do not contain all elements listed in section D.2 will not be reviewed.

1. Review and Selection Process

a. Merit Review

All complete applications will be reviewed by at least three individuals and scored against the Merit Review criteria below. EDA anticipates funding approximately 25 to 50 awards to the highest scoring projects after application of selection factors described in section E.1.b below.

The number of points that can be earned for each category of criteria is listed below, with 100 points the maximum total that can be earned.

- **Development of Key Plans to Support Regional Workforce Training System or Sectoral Partnership (15 points)** –The applicant will be evaluated on plans for or the demonstration of:
 - Regional system development, including the process to gather skills needs from employers and translate these needs into effective training models and a demonstrated ability to implement these skills training programs.

- Training model and development specific to industries and worker roles. If the proposal is for Program Design or Program Implementation, this evaluation will include the strength of the existing system or sectoral partnership.
 - Employer commitment to participate in the system and hire workers for high-quality jobs.
 - Skill-based hiring training for employers in the system.
 - How the applicant proposes to leverage other funds.
 - Worker and employer outreach and recruitment.
 - Wrap-around services to support worker participation in the skills training program.
 - Measurement and tracking of key outcomes and metrics.
 - The project's alignment with EDA's Investment Priorities.
- **System Lead Entity's or Backbone Organization's capacity (15 points)** – The System Lead Entity's or Backbone Organization's ability to:
 - *Convene Necessary Stakeholders*: Must submit commitment letters from each stakeholder in system and articulate what role they will fill, including executive sponsor.
 - *Track Record of Success*: Provide documented evidence (including outcomes data) of coordinating across sectors/partners and driving them to action.
 - *Fundraising Plan and Track Record*: Outline how it will leverage other funds for this program and past fundraising experience.
 - *Ability to reach underserved workers*: Outline how it intends to reach a diverse set of underserved workers, as well as past outreach, recruiting, and service experience.
 - *Staffing Plan*: Outline staffing plan and include biographies for key team members.
- **Workers Served and Job Placements expected (15 points)** – Expected number of workers served and job placements during grant period based on partnerships with community-based organizations, worker-serving organizations, and employers, specifically:
 - Details about the jobs employers are committing to hire workers into (e.g., wages, benefits, union membership).
 - Projected number of individuals recruited for program with target demographic breakdown.
 - Projected number of individuals who successfully complete program with target demographic breakdown.
 - Projected number of individuals placed in quality jobs with target demographic breakdown.
 - Projected number of quality job placements committed by employers.
 - Projected wages for jobs.
 - Size of credibly-projected income gains for workers and number of new quality jobs.
 - Projected training cost per worker (inclusive of provision of comprehensive wrap-around services).

- **Employer partnerships (10 points)** – Employer partnerships secured or plans to secure employer partnerships to develop a community-driven model that will lead to job placements. Provide details on the type of training program they are building, what employers will be committing to the system (e.g., skills need data, job placement commitments) and what benefits they will receive from the partnership/system (e.g., skills-based hiring training, access to qualified workers, portable industry-recognized credentials). Must submit letters from each employer from which there is a commitment. The number and quality of employer commitments will be evaluated in the context of the stage of development of the partnership/system.
- **Identification of Regional Needs (10 points)** – The application will be reviewed from a worker skills training perspective and based on how the project will address these needs, including:
 - Assessment of region's economic state (e.g., level of distress, unemployment) and employer hiring needs (e.g., in-demand industries, vacancies, and worker roles).
 - Identification of specific existing or employer-projected needs of specific employers, who are engaged in the regional workforce training system.
 - Proposed plan for how project will address these needs by providing quality jobs.
- **Regional investment and sustainability (10 points)** – Availability and commitment of State and local government, philanthropy, and industry investment to support the ongoing sustainability of the system after the lifecycle of the grant, e.g., the amount of local leverage that will augment the federal award, and the project's alignment with and integration into other public or private investments currently ongoing or planned for the community and region. Sustainability also includes the applicant's plan for providing ongoing support for participants after completion of the training (e.g., job placement support, etc.).
- **Feasibility (10 points)** – The likelihood that plans and forecasted workers served and job placements will be completed in the grant period within budget.
- **Equity (15 points)** – The extent to which the application articulates a plan for ensuring that the project's benefits are shared across all affected communities and fairly between employers and workers. This includes the extent to which the application demonstrates the ability to serve trainees that benefit from federal and state programs like SNAP, TANF, and WIC. Although not required, EDA strongly encourages efforts to reach historically underserved populations and areas, communities of color, women, and other groups facing labor market barriers such as persons with disabilities, disconnected youth, individuals in recovery, individuals with past criminal records including justice-impacted and reentry participants, serving trainees participating in the SNAP, TANF, and WIC, and veterans and military spouses.

b. Due Diligence

EDA may request that an applicant submit additional documents and information to allow EDA to fully evaluate compliance with applicable rules and regulations. If the applicant provides the

requested information and supporting documentation in a timely fashion and EDA determines that the project is fully compliant with applicable rules and regulations, the application will be forwarded to the Grants Officer for a final decision and award approval. Applicants that do not provide the additional information and supporting documentation in a timely fashion or who are deemed not to be in compliance with applicable rules and regulations will receive notification that their application was not successful.

c. Grants Officer's Decision

The most highly ranked applications will be forwarded to the Grants Officer, who has been delegated the authority to make the final decision on whether to fund an application and may select a project for funding that differs from the most highly ranked applications based on any of the following Selection Factors or use these Selection Factors to break a tie for applications that are otherwise considered substantially equal in merit:

- i. The extent to which the application meets the overall objectives of section 2 of PWEDA (42 U.S.C. § 3121);
- ii. The extent to which the project is resilient to future pandemics or other sudden and severe economic dislocations, as defined in section A.4 (e.g., closures of major local employers, climate change), and resilience is integrated into the project scope of work;
- iii. To promote broad and equitable access to EDA assistance, the amount of EDA funding the applicant has received in the current or prior three federal fiscal years under any EDA Notice of Funding Opportunity;
- iv. The applicant's performance under previous Federal financial assistance awards, including whether the grantee submitted required performance reports and data;
- v. The availability of program funding;
- vi. Whether the project supports communities negatively impacted by the downturn in the coal economy;
- vii. The extent to which the project supports EDA's goals of geographic balance in distribution of program funds, project types, organizational type (to include smaller and rural organizations) and the overall portfolio;
- viii. The extent to which the application articulates a plan for ensuring that the project's benefits are shared across all affected communities and the extent to which the application demonstrates the capacity to account for the unique needs of historically underserved populations and areas; and
- ix. The relative economic distress of the area.

The Grants Officer's final decision must be consistent with EDA's and DOC's published policies. Any time the Grants Officer makes a selection that differs from the rank score, the Grants Officer will document the rationale for the decision in writing.

2. Federal Awardee Performance and Integrity Information System (FAPIS) Review

EDA, prior to making a Federal award with a total amount of Federal Share greater than the simplified acquisition threshold, is required to review and consider any information about the

applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS). See 41 U.S.C. § 2313.

Each applicant, at its option, may review information in the designated integrity and performance system accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM. EDA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

F. Federal Award Administration Information

1. Federal Award Notification

If an application is selected for funding the EDA Grants Officer will issue the award (Form CD-450), which is the authorizing financial assistance award document and includes Specific Award Conditions and the DOC Financial Assistance Standard Terms and Conditions (DOC ST&Cs), as described in section F.3, below.

By signing Form CD-450, the applicant agrees to comply with all award provisions. EDA will provide Form CD-450 via the award package to the applicant's authorized representative. The applicant's representative must sign and return the Form CD-450 without modification within 30 calendar days of the date of EDA's signature on the form.

If an applicant is awarded funding, neither DOC nor EDA is under any obligation to provide any additional future funding in connection with that award or to make any future award(s). Amendment or renewal of an award to increase funding or to extend the period of performance is at the discretion of DOC and EDA.

EDA will notify unsuccessful applicants in writing to the applicant's authorized representative. EDA will retain unsuccessful applications in accordance with EDA's record retention schedule.

2. Administrative and National Policy Requirements

Recipients of an EDA award will be bound by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 C.F.R. part 200.

3. DOC Financial Assistance Standard Terms and Conditions

For all projects, EDA will apply the DOC ST&Cs applicable on the date of award. The DOC ST&Cs may be accessed at: <https://www.commerce.gov/oam/policy/financial-assistance-policy>.

4. DOC Pre-Award Notification Requirements

DOC will apply the Pre-Award Notification Requirements for Grants and Cooperative Agreements effective December 26, 2014, 79 Fed. Reg. 78,390. The Pre-Award Notice may be accessed at the Government Printing Office (GPO) website at <http://www.gpo.gov/fdsys/pkg/FR-2014-12-30/pdf/2014-30297.pdf>.

5. Reporting

a. Financial, Performance, and Impact Reports

All recipients are required to submit financial, progress, and impact reports in accordance with the terms and conditions of the grant award, generally no less than semi-annually. All project progress and financial reports must be submitted to the applicable EDA program officer in an electronic format to be determined at the time of award.

b. Federal Funding Accountability and Transparency Act of 2006

The Federal Funding Accountability and Transparency Act of 2006 includes a requirement for awardees of applicable Federal grants to report information about first-tier subawards⁶ and executive compensation under Federal assistance awards issued in FY 2011 or later. All awardees of applicable grants and cooperative agreements are required to report to the Federal Subaward Reporting System (FSRS) available at www.FSRS.gov on all subawards over \$30,000. Please see the OMB guidance published at 2 C.F.R. part 170.

c. Government Performance and Results Act

Internal EDA Evaluation: As a condition of the grant award, EDA will require additional data on activities, outputs, and actual impact of the funded investment, in part to fulfill the requirements of the Government Performance and Results Act (GPRA). EDA anticipates that recipients will be expected to track their engagement activities within the scope of work, with project beneficiaries, and other project stakeholders. EDA further anticipates recipients will be expected to collect data, using surveys of beneficiaries or clients if necessary, on the outputs and outcomes of their activities, such as the number of strategic plans or economic development tools developed, the number of new business partnerships formed, or the range of new capabilities acquired. EDA plans to collect this information using Forms ED-915 (Public Works, Economic Adjustment Infrastructure and Revolving Loan Fund Investments) ED-916 (Semi-annual Program Outputs Questionnaire for EDA grantees), ED-917 (Annual Capacity Outcomes Questionnaire for EDA Grantees serving clients), and ED-918 (Annual Capacity Outcomes Questionnaire for EDA Grantees). For more information, please refer to <https://www.eda.gov/performance/gpra>.

Third Party Evaluation: As a condition of a grant award, grantees are required to participate in an EDA-funded third-party evaluation, if undertaken by EDA. The evaluation may include an

⁶ A first-tier subaward means an award provided by the recipient to a subrecipient for the subrecipient to carry out as part of a Federal award.

implementation assessment across grantees, an impact and/or outcome analysis of all or selected sites/components within or across grantees, and/or a benefit/cost analysis or assessment of return on investment. Conducting an impact analysis could involve random assignment (which involves random assignment of eligible participants into a treatment group that would receive/have received program services or into control group(s) that would not/has not received program services or program services). EDA may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grantees must agree to: (1) make records available to an evaluation contractor or contractors on participants, employers, and funding; (2) provide access to program operating personnel, participants, and operational and financial records, and any other relevant documents to calculate program costs and benefits; and (3) in the case of an impact analysis, facilitate the assignment of participants to program services, including the possible increased recruitment of potential participants; and (4) follow evaluation procedures as specified by the evaluation contractor(s) under the direction of EDA.

G. Federal Awarding Agency Contacts

For questions concerning this ARPA Good Jobs Challenge NOFO, or more information about EDA programs, you may contact GoodJobsChallenge@eda.gov. EDA's website at <http://www.eda.gov> provides additional information on EDA and its programs.

H. Other Information

1. Right to Use Information

The applicant acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by applicants, may be used by the Department of Commerce in conducting reviews and evaluations of its financial assistance programs. For this purpose, applicant information and data may be accessed, reviewed, and evaluated by Department of Commerce employees, other Federal employees, and also by Federal agents and contractors, and/or by non-Federal personnel, all of whom enter into appropriate conflict of interest and confidentiality agreements covering the use of such information. As may be provided in the terms and conditions of a specific financial assistance award, applicants are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with Department of Commerce and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), applicants are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award.

2. Freedom of Information Act Disclosure

EDA may publish any applications it receives, including any supporting documentation, on its website or through other means. Applicants are advised that any confidential commercial information that should not be disclosed must be identified, bracketed, and marked as Privileged, Confidential, Commercial, or Financial Information.

In addition, Department of Commerce regulations implementing the Freedom of Information Act (FOIA), 5 U.S.C. Sec. 552, are found at 15 C.F.R. Part 4, Public Information. These regulations set forth rules for the Department regarding making requested materials, information, and records publicly available under the FOIA. Applications submitted in response to this Notice of Funding Opportunity may be subject to requests for release under the Act. In the event that an application contains information or data that the applicant deems to be confidential commercial information that should be exempt from disclosure under FOIA, that information should be identified, bracketed, and marked as Privileged, Confidential, Commercial, or Financial Information. In accordance with 15 C.F.R. § 4.9, the Department of Commerce will protect from disclosure confidential business information contained in financial assistance applications and other documentation provided by applicants to the extent permitted by law.

3. Notice of Government-Wide Procurement Restriction

The general rule for Federal financial assistance is that contractors that develop draft specifications, requirements, statements of work, invitations for bids, or requests for proposals are prohibited from competing for the final procurement. For instance, a professional engineer or architect who prepared the Preliminary Engineering Report for an EDA application would be excluded from bidding on the same work under the award. Under 2 C.F.R. §§ 200.319 and 200.317, only State recipients are expressly exempt from this prohibition. Local governments and Indian Tribes may also take advantage of the exemption in two narrow circumstances: (i) if they are required (by statute, for example) to follow the State's procurement rules in full and without exception; or (ii) if they are required to follow a specific State procurement rule that creates an explicit conflict with the prohibition in 2 C.F.R. § 200.319(a) (i.e., there is a statute that requires or permits the local government or Indian Tribe to award the final procurement to the same contractor that developed the draft specifications). Absent one of these two scenarios, the local government or Indian Tribe must comply with the prohibition. Applicants are encouraged to contact EDA at the email address listed in section G with any questions regarding application of this regulation.

4. Past Performance and Non-Compliance with Award Provisions

Unsatisfactory performance under prior Federal awards may result in an application not being considered for funding. Failure to comply with any or all of the provisions of an award may have a negative impact on future funding by DOC (or any of its operating units) and may be considered grounds for any or all of the following actions: (1) establishing an account receivable; (2) withholding payments to the recipient under any DOC award(s); (3) changing the method of payment from advance to reimbursement only; (4) imposing other specific award conditions; (5) suspending any active DOC award(s); and (6) terminating any active DOC award(s).

5. Certifications Required by Annual Appropriations Acts for Corporations and for Awards over \$5 Million

As discussed in section D.4, all applicants are required to be registered in SAM before applying under this NOFO. SAM requires registering entities to certify compliance with all limitations imposed by annual appropriation acts. For corporations, this certification includes that the corporation:

(a) Was not convicted of a felony criminal violation under a Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; and/or

(b) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

For financial assistance awards in excess of \$5 million, this certification includes that the entity:

(a) To the best of its knowledge and belief, has filed all Federal tax returns required during the three years preceding the certification;

(b) Has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and/or

(c) Has not been notified, more than 90 days prior to certification, of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

6. EDA's Non-Relocation Policy

If an application is selected for award, the recipient will be required to adhere to a specific award condition relating to EDA's non-relocation policy as follows:

In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs within the U.S. that are located outside of its jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award for convenience or material noncompliance, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

For purposes of ensuring that EDA assistance will not be used to merely transfer jobs from one location in the United States to another, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA will consider an employer to be a "primary beneficiary" if: (i) the employer is specifically named in the application as benefitting from the project, and the applicant estimates that the employer will create or save 100 or more permanent jobs as a result of the investment assistance (if the jobs in question were originally located in a smaller community, EDA may extend this policy to the relocation of 50 or more jobs); or (ii) the employer is or will be located in an EDA-assisted building, port, facility,

or industrial, commercial, or business park constructed or improved in whole or in part with investment assistance prior to EDA’s final disbursement of funds.

7. Audit Requirements

Single or program-specific audits shall be performed in accordance with the requirements contained in the Uniform Guidance (see 2 C.F.R. part 200, Subpart F, “Audit Requirements”). The Uniform Guidance requires any non-Federal entity (i.e., non-profit organizations, including non-profit institutions of higher education and hospitals, States, local governments, and Indian Tribes) that expends Federal awards of \$750,000 or more in the recipient’s fiscal year to conduct a single or program-specific audit in accordance with the requirements set out in the Uniform Guidance.

8. Non-Discrimination and Equal Access by Those with Past Criminal Histories

Consistent with certifications made during the SAM registration process, grant recipients must administer skills training programs funded under this NOFO in compliance with Federal statutes related to non-discrimination. Further, recipients must not discriminate against participants in skills training programs funded under this NOFO with past criminal records including justice-impacted and reentry participants.

9. Fraud Awareness Training

Consistent with 2 CFR part 200, in signing a financial assistance award, Recipient personnel responsible for managing the Recipient’s finances and overseeing any contractors, sub-contractors or sub-grantees, will be required to complete the training PowerPoint entitled “Compliance with EDA Disaster Assistance Program Requirements” and return the signed Certificate of Training Completion to EDA as instructed by the Agency. Further, Recipient will be required to monitor award activities for common fraud schemes and report suspicious activity to EDA and the Office of Inspector General.

I. Instructions for Application Submission via Grants.gov

The most up-to-date instructions for application submission via Grants.gov can be found at <https://www.grants.gov/web/grants/applicants/apply-for-grants.html>. To begin, complete, and submit your application:

- Navigate to <https://www.grants.gov/web/grants/applicants/apply-for-grants.html>;
- Click “Search for Opportunity Package”;
- In the “Funding Opportunity Number” field, enter “EDA-HDQ-ARPGJ-2021-2006964”;
- Click “Search”;
- Click “Apply”;
- Enter your email address (if you would like to receive updates from Grants.gov regarding this grant opportunity) or check the box that indicates you do not wish to provide it, then click “Submit”;
 - Choose to apply using Workspace by clicking “Login to Apply Now” or choose to download the legacy application package by clicking “Download Package”; and

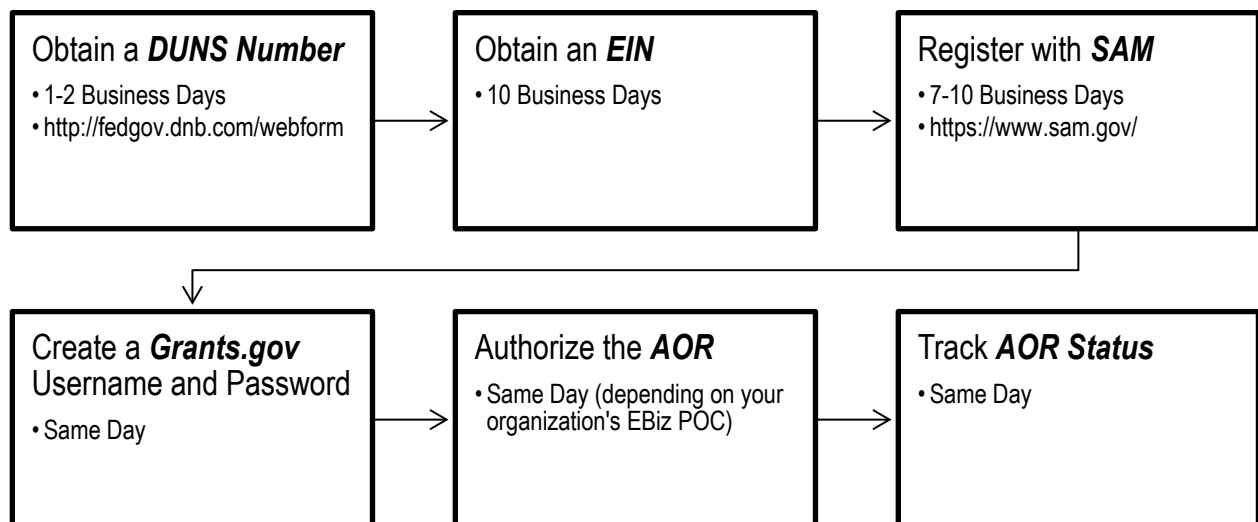
- Follow the instructions provided on the Grants.gov website and on each webpage to complete and submit your application.

1. Register Early and Submit Early.

In order to submit an application through <http://www.grants.gov/> (Grants.gov), an applicant must register for a Grants.gov user ID and password. Note that this process can take between **three to five business days** or **as long as four weeks** if all steps are not completed correctly. Information about the Grants.gov registration process for organizations can be found at <http://www.grants.gov/web/grants/applicants/organization-registration.html>. Please note that organizations already registered with Grants.gov do not need to re-register; however, all registered organizations must keep their System for Award Management (SAM), which includes the Central Contractor Registration (CCR) database, registration up-to-date through sam.gov or their applications will not be accepted by Grants.gov.

a. Pre-Submission Registration

Before submitting a Full Application under this NOFO, each applicant must both register with Grants.gov and register its Authorized Organization Representative (AOR) with Grants.gov. Applicants should note that this process can be lengthy, requires interaction with multiple organizations not affiliated with EDA, and requires confirmation at each step.



Applicants may have already completed one or more of the steps set forth in the above flowchart, which depicts an example of how the pre-submission registration process generally flows (e.g., applicants may have already registered with Grants.gov, in which case they do not need to re-register). However, note that applicants that have not completed any of the above steps may require 23 or more business days to complete the required steps serially. Grants.gov is a centrally-managed Federal grants portal, and changes or updates to the process outlined above may occur after the publication of this NOFO. Prospective applicants should visit

<http://www.grants.gov/web/grants/applicants/organization-registration.html> to ensure that they follow the most up-to-date instructions.

2. AOR Requirement

Applicants must register as organizations, not as individuals. As part of the registration process, you will register at least one Authorized Organization Representative (AOR) for your organization. AORs registered at Grants.gov are the only officials with the authority to submit applications at Grants.gov so please ensure that your organization's application is submitted by an AOR. **If the application is submitted by anyone other than your organization's AOR, it will be rejected by the Grants.gov system and cannot be considered by EDA.** Note that a given organization may designate multiple individuals as AORs for Grants.gov purposes.

3. Field Limitations and Special Characters

Please be advised that [Grants.gov](http://www.grants.gov) provides the following notice with respect to form field limitations and special characters: <https://www.grants.gov/web/grants/applicants/submitting-utf-8-special-characters.html>.

4. Verify That Your Submission Was Successful

Applicants should save and print written proof of an electronic submission made at Grants.gov. Applicants can expect to receive multiple emails regarding the status of their submission. Since email communication can be unreliable, applicants must proactively check on the status of their application if they do not receive email notifications within a day of submission.

An applicant should expect to receive two initial emails from Grants.gov: the first will confirm receipt of the application, and the second will indicate that the application has either been successfully validated by the system before transmission to EDA or has been rejected due to errors. It can take up to two business days after Grants.gov receives an application for applicants to receive email notification of an error. Applicants will receive a third email once EDA has retrieved their applications.

EDA requests that applicants kindly refrain from submitting multiple copies of the same application package.

Applicants should save and print both the confirmation screen provided on the Grants.gov website after the applicant has submitted an application, and the confirmation email sent by Grants.gov when the application has been successfully received and validated in the system. If an applicant receives an email from Grants.gov indicating that the application was received and subsequently validated, but does not receive an email from Grants.gov indicating that EDA has retrieved the application package within 72 hours of that email, the applicant may contact EDA using the contact information in section G to inquire if EDA is in receipt of the applicant's submission.

It is the applicant's responsibility to verify that its submission was timely received and validated successfully at Grants.gov. To see the date and time your application was received, navigate to <https://www.grants.gov> and click on the "Track My Application" link under the "Applicants" tab. For a successful submission, the application must be received and validated by Grants.gov

and an agency tracking number assigned. If your application has a status of “Received” it is awaiting validation by Grants.gov. Once validation is complete, the status will change to “Validated” or “Rejected with Errors.” If the status is “Rejected with Errors,” your application has not been received successfully. For more detailed information on why an application may be rejected, please see “Encountering Error Messages” at <https://www.grants.gov/web/grants/applicants/encountering-error-messages.html> and “Frequently Asked Questions by Applicants” at <https://www.grants.gov/web/grants/applicants/applicant-faqs.html>.

5. Grants.gov Systems Issues

If you experience a Grants.gov systems issue (i.e., a technical problem or glitch with the Grants.gov website) that you believe threatens your ability to complete a submission in a timely manner, please (i) print any error message received; (ii) call the Grants.gov Contact Center at (800) 518-4726 for assistance; and (iii) contact EDA using the contact information in section G of this NOFO. Ensure that you obtain a case number regarding your communications with Grants.gov. Please note that problems with an applicant’s computer system or equipment are **not** considered systems issues. Similarly, an applicant’s failure to, e.g., (i) complete the required registration, (ii) ensure that a registered AOR submits the application, or (iii) notice receipt of an email message from Grants.gov are **not** considered systems issues. A Grants.gov systems issue is an issue occurring in connection with the operations of Grants.gov itself, such as the temporary loss of service by Grants.gov due to unexpected volume of traffic or failure of information technology systems, both of which are highly unlikely. In the event of a confirmed systems issue, EDA reserves the right to accept an application in an alternate format.

Applicants should access the following link for assistance in navigating Grants.gov and for a list of useful resources: <http://www.grants.gov/web/grants/support.html>. If you do not find an answer to your question under the “Applicant FAQs,” try consulting the “Grants Online User Guide” at https://www.grants.gov/help/html/help/Get_Started/Get_Started.htm or contacting Grants.gov by email at support@grants.gov or telephone at 1-800-518-4726. The Grants.gov Contact Center is open 24 hours a day, seven days a week, except on Federal holidays.

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 10-12-21

Sponsored by: McClure

COUNCIL BILL 2021-262 RESOLUTION

RESOLUTION

1 AUTHORIZING Councilman Richard Ollis to participate in a mobility study tour hosted
2 by LaneShift, LLC, in Austin, Texas from November 15, 2021, through
3 November 19, 2021.
4 _____
5

6 WHEREAS, the City is desirous of exploring the growing power of active mobility
7 and the benefits such mobility can bring to a community; and
8

9 WHEREAS, LaneShift, LLC, is a planning and consulting agency that exists to
10 create bicycle and pedestrian networks that encourage people to move safely and
11 comfortably, and LaneShift, LLC, planned to host a mobility study tour in New York City
12 from March 10, 2020, through March 13, 2020; however, said trip was cancelled due to
13 the COVID-19 pandemic; and
14

15 WHEREAS, the study tour has been rescheduled for November 15, 2021,
16 through November 19, 2021, in Austin, Texas; and
17

18 WHEREAS, City Council previously approved Resolution 10483 which
19 authorized Councilman Ollis to attend the study tour that was subsequently cancelled,
20 and Councilman Ollis would like to participate in the rescheduled study tour.
21

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

25 Section 1 – City Council authorizes Councilman Richard Ollis to participate in the
26 mobility study tour of Austin, Texas from November 15, 2021, through November 19,
27 2021, and hereby further authorizes payment of all necessary and incidental expenses
28 incurred by attending said tour.
29

30 Section 2 – Section 2.3(1) of the City Charter authorizes City Council, by
31 adopting this Resolution to allow for council members to be reimbursed for expenses
32 associated with participation in this tour, said reimbursement to be pursuant to Sec 2-62
33 of the City Code and established travel expense policies of the City.
34

35 Section 3 – This Resolution shall be in effect immediately upon adoption.

36 Passed at meeting: _____

37

38

39

Mayor

40

41

42 Attest: _____, City Clerk

43

44 Filed as Resolution: _____

45

46

47 Approved as to form: Rhonda Lewsader, City Attorney

48

49

50 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 262

FILED: 10-12-21

ORIGINATING DEPARTMENT: Law

PURPOSE: Authorizing Councilman Richard Ollis to participate in a mobility study tour hosted by LaneShift, LLC, in Austin, Texas from November 15, 2021, through November 19, 2021.

BACKGROUND INFORMATION: The City is eager to explore the growing power of active mobility and the benefits such mobility can bring to a community. LaneShift, LLC, is a planning and consulting agency that exists to create bicycle and pedestrian networks that encourage people to move safely and comfortably. LaneShift, LLC, planned to host a mobility study tour in New York City on March 10, 2020, through March 13, 2020, and Councilman Ollis was authorized by City Council to participate in that study tour. Subsequently, the study tour was cancelled due to the COVID-19 pandemic; however, the tour has now been rescheduled for November 15, 2021, through November 19, 2021 in Austin, Texas, and Councilman Ollis would like to participate in the rescheduled study tour.

Participation in this tour will allow Councilman Ollis to learn about bike friendly real estate development; safe, comfortable, and connected mobility infrastructure; and a welcoming and inclusive mobility culture.

Per Section 2.3(1) of the City Charter, City Council may adopt a resolution allowing for Council members to be reimbursed for expenses associated with participation in this tour, said reimbursement to be pursuant to Sec 2-62 of the City Code and established travel expense policies of the City.

Submitted by:

Approved by:

Rhonda Lewsader, City Attorney

Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 18
Filed: 10-12-21

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2021-263

SPECIAL ORDINANCE

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a contract with the Missouri Department of Health and Senior Services for the purpose of accepting additional COVID-19 and Adult Vaccination Supplemental grant funds in the amount of \$331,225 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2021-2022 budget in the amount of \$331,225 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

WHEREAS, Special Ordinance 27528, approved by City Council on June 28, 2021, authorized the City Manager to enter into Contract #DH210049862 to accept \$197,913 for COVID-19 and Adult Vaccination Supplemental grant funds; and

WHEREAS, the City has the opportunity, through the Springfield-Greene County Health Department ("SGCHD"), to accept additional COVID-19 and Adult Vaccination Supplemental grant funding in the amount of \$331,225 from the Missouri Department of Health and Senior Services ("DHSS"), to increase COVID-19 adult vaccination capacity; and

WHEREAS, the acceptance of these grant funds will help to relieve some of the financial burden placed on the City as a result of the coronavirus pandemic.

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

Section 1 – City Council hereby authorizes the City Manager, or his designee, to accept additional COVID-19 and Adult Vaccination Supplemental grant funds in the amount of \$331,225, for use by the Springfield-Greene County Health Department as set forth in "Exhibit A," which is attached hereto and incorporated herein by this reference, and to do all things necessary to carry out the intent of the grant, including execution of the program services contract.

34 Section 2 – City Council hereby amends the budget of the Springfield-Greene
35 County Health Department for Fiscal Year 2021-22 in the accounts and in the amounts
36 as shown on Budget Adjustment No. 025, a copy of which is attached hereto and
37 incorporated herein by this reference as “Exhibit B.”
38

39 Section 3 – City Council hereby finds that the budget adjustment made above
40 has been recommended by the City Manager and further finds that the budget
41 adjustment herein is necessary to meet the need for relevant public expenditure.
42

43 Section 4 – City Council hereby directs the City Manager to cause the
44 appropriate accounting entries to be made in the books and records of the City. In the
45 event additional funding is provided under these grants by the grantor, the Director of
46 Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20
47 percent, and to do all things necessary to carry out the intent of the grants.
48

49 Section 5 – City Council hereby finds and declares this Ordinance relates to
50 grant monies from a state or federal agency, and, pursuant to Section 2.16(25) of the
51 City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance
52 shall be in full force and effect from and after passage.
53

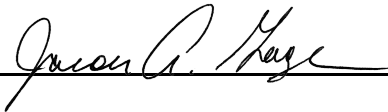
54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59
60 Attest: _____, City Clerk
61

62
63 Filed as Ordinance _____
64

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

68
69 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-263

FILED: 10-12-21

ORIGINATING DEPARTMENT: Health

PURPOSE:

Authorizing the City Manager, or his designee, to accept an amendment to the COVID-19 and Adult Vaccination Supplemental grant from the Missouri Department of Health and Senior Services in the amount of \$331,225 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2021-2022 budget in the amount of \$331,225 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

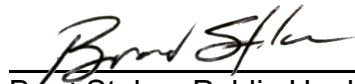
BACKGROUND INFORMATION:

This amendment is for additional funding in the amount of \$331,225 through the initial COVID-19 and Adult Vaccination Supplemental grant in the original amount of \$197,913 that was approved with Special Ordinance 27528 on June 28, 2021. The additional funding from Missouri Department of Health and Senior Services ("DHSS") will continue to be used by the Springfield-Greene County Health Department ("SGCHD") to plan, develop, and maintain a public health workforce to increase COVID-19 adult vaccination capacity across jurisdictions, including among high-risk and underserved populations; ensure high-quality and safe administration of vaccines; ensure equitable distribution and administration of vaccines; increase vaccine confidence through education, outreach, and partnerships; develop and implement community engagement strategies to improve vaccination efforts; and utilize immunization information systems to support efficient vaccination efforts.

This budget adjustment accepts the increase in funds and budgets the amount of \$331,225 in expenditures in the SGCHD Fiscal Year 2021-2022.

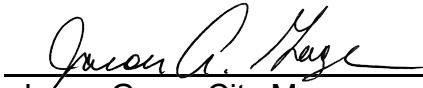
As this Ordinance is for a state grant contract, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

Submitted by:



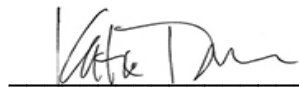
Brad Stulce, Public Health Resource Manager

Approved by:



Jason Gage, City Manager

Recommended by:



Katie Towns, Director of Health



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

EXHIBIT A

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 49862	Contract Title: COVID-19 AND ADULT VACCINATION SUPPLEMENTAL	
Contract Start: 2/1/2021	Contract End: 1/31/2024	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH220049862		Amend #: 01

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 227 EAST CHESTNUT EXPRESSWAY	
CITY, STATE, and ZIP CODE SPRINGFIELD MO 65802	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0268	DUNS NUMBER 006852255
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT #001 TO CONTRACT #DH210049862

CONTRACT TITLE: COVID-19 AND ADULT VACCINATION SUPPLEMENTAL

CONTRACT PERIOD: FEBRUARY 1, 2021 THROUGH JANUARY 31, 2024

The Department of Health and Senior Services hereby amends the above referenced contract as follows:

1. Delete Section 1.1 in its entirety and replace revised Section 1.1 as follows:
 - 1.1 The contract amount shall not exceed the Contractor's displayed funding amount on the COVID-19 Vaccine Incentive Advance Payments Table located at <https://health.mo.gov/living/healthcondiseases/communicable/novel-coronavirus-lpha/> for the period of February 1, 2021 through January 31, 2024.
2. Add Section 1.5 in its entirety as follows:
 - 1.5 The Contractor must disclose, in a timely manner in writing to the Department and the U.S. Department of Health and Human Services Office of the Inspector General (HHS OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the Centers for Disease Control and Prevention (CDC) and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Kathy Raible, Grants Management Officer
Centers for Disease Control and Prevention
Infectious Disease Services Branch
2939 Flowers Rd, Rm 2147 MS TV-2
Atlanta GA 30341
Email: kcr8@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services Office of the Inspector General
ATTN: Mandatory Grant Disclosures,
Intake Coordinator 330 Independence Avenue, SW
Cohen Building, Room 5527 Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

3. Delete Section 4.2.3 in its entirety and replace revised Section 4.2.3 as follows:
 - 4.2.3 The Contractor should utilize the CDC Patient Safety Checklist, found at the following link: <https://www.cdc.gov/vaccines/covid-19/downloads/patient-safety-checklist-508.pdf>, at each off-site COVID-19 vaccination clinic and maintain documentation or a similar screening tool that incorporates the health questions as indicated on the CDC Patient Safety Checklist.
4. Delete Sections 4.5.3 through 4.5.3 d. in its entirety and replace revised Section 4.5.3 through 4.5.3 d. as follows:
 - 4.5.3 The Contractor shall develop and implement community engagement strategies to promote COVID-19 vaccine to all eligible populations.

The Contractor shall choose at least one option to implement:

 - a. Conduct a county level digital campaign using CDC developed materials;
 - b. Provide printed adult vaccination materials to patients;
 - c. Implement direct adult immunization mailers (postage paid); or
 - d. Develop and print LPHA specific adult immunization flyers for county healthcare providers.
5. Delete Sections 4.6 through 4.6 c. in its entirety and replace revised Section 4.6 through 4.6 c. as follows:
 - 4.6 The Contract shall use immunization information systems to support efficient COVID-19 vaccination.

The Contractor shall implement at least one of the following options:

 - a. Develop, implement, or maintain a COVID-19 immunization reminder recall system;
 - b. Develop, implement, or maintain an Electronic Medical Record; or
 - c. Develop, implement, or maintain a HL7 interface with an EMR system and ShowMeVax.
6. Add Section 4.7 as follows:
 - 4.7 The Contractor shall provide influenza vaccination efforts for underinsured and uninsured eligible adults as outlined in the Attachment F, Underinsured and Uninsured Adult Influenza Program, which is attached hereto and is incorporated by reference as if fully set forth herein.

7. Add Section 4.8 as follows:
 - 4.8 The Contractor shall provide a COVID-19 Vaccination Incentive Program as outlined in the Attachment G, COVID-19 Vaccine Incentive Program, in its entirety, which is attached hereto and is incorporated by reference as if fully set forth herein.
8. Delete Sections 6.1 through 6.1 a. in its entirety and replace revised Section 6.1 through 6.1 a. as follows:
 - 6.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: Personnel (Salaries and Fringe Benefits), Travel, Software, Supplies, Printing/Marketing, Mass Vaccination (Rental space, tents, WiFi expenses, etc.), and Indirect Costs.
 - a. The Department reserves the right to pre-approve any single supply item with a unit cost over one-thousand dollars (\$1,000.00).
9. Delete Section 6.5 in its entirety.
10. Delete Section 10 in its entirety and replace with revised Section 10 as follows:
 - 10. DOCUMENT RETENTION**
 - 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
 - 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
 - 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
 - 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
 - 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. Delete Attachment D, Budget, in its entirety.
12. Add Attachment F, Underinsured and Uninsured Adult Influenza Program, in its entirety.
13. Add Attachment G, COVID-19 Vaccine Incentive Program, in its entirety.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

Underinsured and Uninsured Adult Influenza Program

1. PURPOSE

- 1.1 The purpose of the Underinsured and Uninsured Adult Influenza Program is to provide local public health agencies with funding to support targeted influenza vaccination efforts for underinsured and uninsured eligible adults.

2. DEFINITIONS**2.1 Target Population:**

- a. Underinsured individuals, age 19 years and older, with insurance that does not cover the full cost of influenza vaccine.
- b. Uninsured individuals, age 19 and older, without health insurance.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall hold off-site and/or non-traditional vaccination clinics to administer influenza vaccine to individuals in the target population, which could include: Curbside vaccination clinics, Drive-thru vaccination clinics, and College Campus Vaccination Clinics.
- 3.1.1 If the Contractor does not administer vaccine services, then the Contractor must partner with a community organization that does administer vaccine services to the target population.
- 3.2 The Contractor shall promote influenza vaccine clinics to the target population.
- 3.3 The Contractor shall be required to document all influenza doses administered in ShowMeVax either by manual entry or an HL7 interface.

4. REPORTS

- 4.1 The Contractor shall complete and submit a line listing of clinics conducted and number of influenza vaccines administered via email to their regional immunization nurse consultant by the 15th of the month following the month.
- 4.2 The Contractor shall use ShowMeVax, a Department approved electronic health record interface, or paper forms to be emailed, to report doses administered within seven (7) calendar days. Detailed instructions for reporting will be provided to the Contractor.

COVID-19 VACCINE INCENTIVE PROGRAM

1. PURPOSE

- 1.1 The COVID-19 Vaccination Incentive Program is an expeditious approach to incentivizing vaccine uptake beyond traditional approaches of public health action steps and to provide performance-based financial incentives for increasing COVID-19 vaccinations within local public health agency jurisdictions.

2. DEFINITIONS

- 2.1 Eligible recipients - Currently unvaccinated individuals receiving the COVID-19 vaccine.
- 2.2 COVID-19 Vaccine Incentive - An incentive to currently unvaccinated individuals and is awarded as gift cards or certificates in an amount up to, and not exceeding, \$100.00 per eligible recipient and must comply with the IP19-1901 Incentive Allowability Chart, Attachment G-1, which is attached hereto and incorporated by reference as if fully set forth herein.
- 2.3 Program Implementation Fund (PIF) – Funds to assist the Contractor in implementing the COVID-19 Vaccine Incentive Program.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall establish or enhance local jurisdiction partnerships to provide COVID-19 Vaccine Incentive Program to unvaccinated individuals to meet the desired outcome of increasing COVID-19 vaccination rates in the state of Missouri.
- 3.1.1 The Contractor shall have a formal written agreement with any entity that the Contractor partners with to administer COVID-19 vaccinations in the Contractor's jurisdiction (hereafter referred to as vaccinator partner).
- 3.2 The Contractor shall update their COVID-19 Vaccine Incentive Plan and shall submit the updated version with each subsequent request for funding. A COVID-19 Vaccine Incentive Plan template is available as Attachment G-2, which is attached hereto and incorporated by reference as if fully set forth herein.
- 3.2.1 The Contractor shall designate a staff person to handle the COVID-19 Vaccine Incentive Program and update that person on the updated COVID-19 Vaccine Incentive Plan.
- a. Within five (5) calendar days after the contract amendment is executed, the Contractor shall submit the name and contact information of the person handling the COVID-19 Vaccine Incentive program to Tanya.mcmillan@health.mo.gov and if needed, email updated name and contact information if the person changes.

COVID-19 VACCINE INCENTIVE PROGRAM

- 3.3 The Contractor shall purchase COVID-19 vaccine incentives from a vendor of their choice in conformity with allowable uses in the IP19-1901 Incentive Allowability Chart, Attachment G-1.
- 3.3.1 Within seven (7) business days of the purchase, the Contractor shall email a copy of the receipt to Tanya.mcmillan@health.mo.gov.
- 3.3.2 The Contractor shall secure the COVID-19 vaccine incentives in a secure locked location until issuance.
- 3.3.3 If the COVID-19 vaccine incentives have a redemption code on them, the redemption code must be covered at all times.
- 3.3.4 The Contractor shall be responsible for the security and tracking of COVID-19 vaccine incentives.
- 3.3.5 The Contractor is responsible for replacing any COVID-19 vaccine incentives that are lost or stolen prior to issuance to eligible recipients.
- 3.3.6 The Department is not responsible for lost or stolen COVID-19 vaccine incentives.
- 3.4 Per the approved COVID-19 Vaccine Incentive Plan, the Contractor shall issue the COVID-19 vaccine incentives to eligible recipients.
- 3.4.1 Once COVID-19 vaccine incentives are issued to eligible recipients, the Contractor shall not issue replacement COVID-19 vaccine incentives in the event the issued COVID-19 vaccine incentive(s) were lost or stolen.
- 3.4.2 Neither the Contractor nor the Department are responsible for COVID-19 vaccine incentives after issuance.
- 3.5 If the Contractor chooses to stop participation in COVID-19 Vaccine Incentive Program prior to distributing all incentives to eligible recipients, the Contractor shall then reimburse the Department the total of unused advance funds and the dollar value of any unissued incentives.
- 3.6 The Contractor shall not subcontract out the administration of this program to any outside entity.
- 4. REPORTS**
- 4.1 The Contractor shall submit reports of vaccines administered using the ShowMeVax system in accordance with the CDC's COVID-19 Vaccine Administration and Reporting Requirements located at: <https://www.cdc.gov/vaccines/covid-19/vaccination-provider-support.html>.

COVID-19 VACCINE INCENTIVE PROGRAM

- 4.2 The Contractor shall complete and maintain records on the distribution of COVID-19 vaccine incentives using the Vaccine Incentive Log, Attachment G-3, which is attached hereto and incorporated by reference as if fully set forth herein.
- 4.2.1 No changes shall be made to the COVID-19 Vaccine Incentive Log.
- 4.2.2 A new COVID-19 Vaccine Incentive Log shall be created for each purchase of COVID-19 vaccine incentives.
- 4.2.3 Information identifying the person receiving the incentive may need to be kept confidential to meet the Protected Personally Identifiable Information (PII) requirements. In these circumstances, the Contractor is responsible for maintaining the participant's identity separately from the COVID-19 Vaccine Incentive Log.
- 4.3 The Contractor shall submit to the Department a monthly report consisting of the dollar value of cash on hand for the purchase of cards, cash value of cards issued, and the cash value of unissued vaccine incentives until all incentives have been issued. The monthly report shall be due by the fifteenth (15th) day of the month following the month in which the Contractor provided services and shall be emailed to Tanya.mcmillan@health.mo.gov.
- 4.4 The Contractor shall submit a monthly report for advanced payment funds to include the cumulative expended amount through the prior month for the PIF Advancement. The monthly report shall be due by the fifteenth (15th) day of the month following the month in which the Contractor provided services and shall be emailed to Tanya.mcmillan@health.mo.gov.
- 4.5 The Contractor shall ensure all reports are accurate, complete, and submitted on time.
- 5. BUDGET AND ALLOWABLE COSTS**
- 5.1 The Department will pay in advance to the Contractor an amount based on the approved COVID-19 Vaccination Incentive Plan to assist in the advance purchasing of vaccine incentives.
- 5.1.1 The Department will notify the Contractor of the approved amount based on the available funding.
- 5.2 The Department will pay in advance to the Contractor to administer the COVID-19 Vaccine Incentive Program funded by the PIF.
- 5.2.1 PIF shall only be used for personnel and travel expenses.

COVID-19 VACCINE INCENTIVE PROGRAM

6. INVOICING AND PAYMENT

- 6.1 The Contractor shall invoice the Department for the COVID-19 Vaccine Incentive Program using the Vendor Request for Payment form. The Department will provide the Vendor Request for Payment form to the Contractor.
- 6.1.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: CVImmyyyyA. For example of the first invoice submitted to the Department in September 2021, the invoice number would be: CVI092021A. Additional invoices for the month would end in B, C, etc.
- 6.2 The Contractor shall submit the Vendor Request for Payment Form and an updated COVID-19 Vaccine Incentive Plan as follows:

Via email to:

tanya.mcmillan@health.mo.gov

OR by fax to:

573-526-5220

IP19-1901 Incentive Allowability Chart

Item Number	Type of Incentive	Allowability	Source for Determination	Notes
1	Alcohol	No	HHS Grants Policy Statement: Section II, page 31. Also falls under GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Food (meals, snacks, etc.)' (also referenced under 'Entertainment and personal expenses')	In addition to the regulation, the appearance of having federal funds used to support such an incentive also makes this type of request unallowable.
2	Amusement/Theme park entrance	No	GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Entertainment and personal expenses'. HHS Grants Policy Statement: Section II, page 34.	
3	Cash	No		While there is no regulation prohibiting the awarding of cash, ELC program does not support this option. Unlike gift cards or other methods that have serial numbers or other means for tracking, cash has greater potential for misuse/abuse.
4	Chain store vouchers	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
5	Commemorative items (e.g., coins, plaques, etc.)	No	GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Entertainment and personal expenses'. HHS Grants Policy Statement: Section II, page 34.	In addition to the regulation, the appearance of having federal funds used to support such promotional materials raises concerns from a programmatic standpoint.
6	Membership Dues: Professional, club memberships, etc.	No	Programs; Section d. Attachment 2 - 'Dues' (also under 'Membership Dues')	Not allowable; including as part of registration fees
7	Fare cards (e.g., bus, train)	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
8	Food	No	GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Food (meals, snacks, etc.)'. HHS Grants Policy Statement: Section II, page 37.	
9	Gas cards	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
10	Gift card (e.g., VISA)	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
11	Grocery store vouchers	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
12	Haircut vouchers	Yes	HHS Grants Policy Statement: Section II, page 35. 'Incentive Costs' that are not prohibited in another section.	
13	Lottery tickets	No	HHS Grants Policy Statement: Section II, page 35, under 'Fundraising Costs'. As most lotteries have a proportion of the generated revenue go towards public works (e.g., Education), this would constitute fundraising which is not an allowable expense.	In addition to the regulation, the appearance of having federal funds used to support such an incentive also makes this type of request unallowable.
14	Movie tickets	No	GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Entertainment and personal expenses'. HHS Grants Policy Statement: Section II, page 34.	
15	Sporting events (e.g., baseball games, football games, etc.)	No	GPAM: Part E, Chapter 1: Discretionary Grant Programs; Section d. Attachment 2 - 'Entertainment and personal expenses'. HHS Grants Policy Statement: Section II, page 34.	

COVID-19 Vaccine Incentive Plan
LPHA Name: Click or tap here to enter text.

1. The mechanism for distribution is as follows:

- a. ☐ For vaccines that require two doses, one \$50 gift card after receiving the first dose of the vaccine and one \$50 gift card after receiving the second dose of the vaccine.
- b. ☐ For vaccines that require only one dose, one \$100 gift card after receiving the single dose of the vaccine.

2. How many COVID-19 vaccines have been issued in the last 14 days (list the LPHA first, then vaccinator partners)?

SHOWMEVAX ID#	NAME OF ENTITY	NUMBER OF VACCINES ADMINISTERED IN LAST 14 DAYS
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.

If more than 5 vaccinating partner entities, please include a list with the above information as an attachment.

3. Where will the gift cards be purchased? Please see the IP19-1901 Incentive Allowability Chart.*

Click or tap here to enter text.

4. Identify the staff person who will oversee/monitor the COVID-19 vaccine incentive program.

Click or tap here to enter text.

- a. How will they verify that each recipient listed actually participated?
Click or tap here to enter text.
- b. How will gift cards be kept secure?
Click or tap here to enter text.

5. For subsequent requests, enter dollar value of unissued incentives.

Click or tap here to enter text.

LPHA Administrator verified: Click or tap here to enter initials and date of LPHA Admin

NOTES:

* If a business that sells alcohol/tobacco products is selected, LPHA staff must inform recipients, or partner entities who in turn inform the recipients:

- that gift card supplies are limited, and
- the second \$50 card may not be available when the recipient returns for a second dose, and
- the gift card shall not be used to purchase alcohol or tobacco products.

* When purchasing gift cards store policies must be reviewed prior to purchasing to avoid problems with expiration dates, loss of value, or other terms and conditions that could impact the value of the gift card.

*Allow at least one – two weeks for processing after submission of the plan and/or submission of invoices.

Submitted by:	Click here to enter text.	Date: Click here to enter text.
FOR DHSS USE ONLY		
Received by:	Click here to enter text.	Date: Click here to enter text.
Approved by:	Click here to enter text.	Date: Click here to enter text.

Page 1 of 1
16 of 18

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	49862	State: 0%	\$0.00	Federal: 100%	\$529,138.00
Contract Title:	COVID-19 AND ADULT VACCINATION SUPPLEMENTAL				
Contract Start:	2/1/2021	Contract End:	1/31/2024	Amend#: 01	Contract #: DH220049862
Vendor Name:	SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT				

CFDA:	93.268	Research and Development:			N
CFDA Name:	IMMUNIZATION COOPERATIVE AGREEMENTS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	6NH23IP922606-02				
Federal Award Name:	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN				
Federal Award Year:	2020	DHSS #:	IP922606-02M	Federal Obligation:	\$309,185.00

CFDA:	93.268	Research and Development:			N
CFDA Name:	IMMUNIZATION COOPERATIVE AGREEMENTS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	6NH23IP922606-02				
Federal Award Name:	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN				
Federal Award Year:	2020	DHSS #:	IP922606-02L	Federal Obligation:	\$207,583.00

CFDA:	93.268	Research and Development:			N
CFDA Name:	IMMUNIZATION COOPERATIVE AGREEMENTS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	6NH23IP922606-01				
Federal Award Name:	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN (THIS IS YEAR 01 NGA; KORTNEY MADE A MISTAKE ON SETUP AND IT WASN'T CAUGHT).LG				
Federal Award Year:	2020	DHSS #:	IP922606-02I	Federal Obligation:	\$12,370.00

* The Department will provide this information when it becomes available.

Project Description:

To support local efforts to plan develop and maintain a public health workforce to increase COVID-19 and adult vaccination capacity across jurisdictions.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
025

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	406010	102989		\$ 331,225	CDC Grant COVID-19 & Adult Vaccination Supplemental (IMMZ3) additional funds
Net Revenue Adjustment						\$ 331,225	

Expenditures:

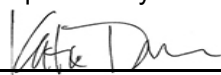
Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	500110	102989		\$ 331,225	CDC Grant COVID-19 & Adult Vaccination Supplemental (IMMZ3) additional funds
Net Expenditure Adjustment						\$ 331,225	

Fund Balance Appropriation:

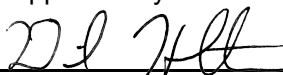
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating grant funds from the Department of Health & Human Services-CDC for COVID vaccine incentives and COVID & flu vaccine administration expenses.

Requested By:


Department Head 10/12/21
Date

Approved By:


Director of Finance 10/12/21
Date

City Manager Date

Authorization:

Council Bill No. 2021-263
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 10-12-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL: 2021-264

SPECIAL ORDINANCE: _____

AN ORDINANCE

1 AMENDING the Park Board's Fiscal Year 2021-2022 Operating Budget in the amount
2 of \$294,450 to appropriate the grant funds from the Board of Education for
3 Springfield School District R-12's Expansion of Service for Wrap Around
4 Care Program for youth attending elementary and middle schools, made
5 possible by \$3.4 million in Coronavirus Relief Funds, to be used in and as
6 part of Park Board's SPARC Before and After-School Programs.
7 _____
8

9 WHEREAS, the Board of Education for Springfield School District R-12 ("School
10 District") officially adopted the Expansion of Service for Wrap Around Care ("SHINE")
11 Program for youth attending elementary and middle schools, made possible by \$3.4
12 million in Coronavirus Relief Funds (ESSER II; Elementary and Secondary School
13 Emergency Relief); and
14

15 WHEREAS, the School District has offered to partner with the City of Springfield,
16 Missouri ("City"), by and through the Springfield-Greene County Park Board ("Park
17 Board"), as part of the Park Board's School-Parks are Reaching Communities
18 ("SPARC") Before and After-School Programs by offering grant funds to assist in
19 providing age-appropriate educational activities for school-age children to address
20 learning loss among students disproportionately affected by the coronavirus and school
21 closures, including low-income students, children with disabilities, English Learners,
22 racial and ethnic minorities, students experiencing homelessness, and children and
23 youth in foster care; and
24

25 WHEREAS, the Park Board determined that it is advantageous and in the best
26 interests of the Park Board, its consumers, residents of this region and the City overall,
27 in consideration and support of the SPARC programs that shall benefit from the receipt
28 of these grant funds to participate in School District's Shine Program.
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 budget for Fiscal Year 2021-2022 for the Park's Department is

hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 24, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – The City Council finds the budget adjustment has been recommended by the Park Board and the City Manager and that the budget adjustment made herein is necessary to appropriate the \$294,450 grant funds previously approved by the Park Board and herein recognized by City Council.

Section 3 – The 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 these grants by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent and to do all things necessary to carry out the intent of the grants.

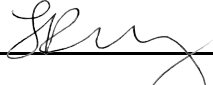
Section 4 – This Ordinance shall be in full force and effect from and after passage.

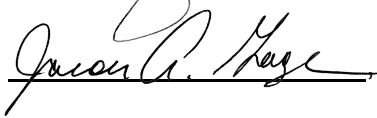
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-264

FILED: 10-12-21

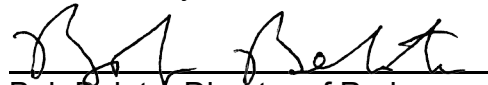
ORIGINATING DEPARTMENT: Parks

PURPOSE: Amending the Park Board's Fiscal Year 2021-2022 Operating Budget in the amount of \$294,450 to appropriate the grant funds from the Board of Education for Springfield School District R-12's Expansion of Service for Wrap Around Care Program for youth attending elementary and middle schools, made possible by \$3.4 million in Coronavirus Relief Funds (ESSER II; Elementary and Secondary School Emergency Relief), to be used in and as part of Park Board's School-Parks Are Reaching Communities Before and After-School Programs.

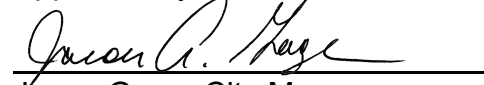
BACKGROUND INFORMATION: On June 22, 2021 the School District officially adopted the SHINE Program, the purpose of which is to provide age-appropriate educational activities for elementary and middle school-age children to address learning loss among students disproportionately affected by the coronavirus and school closures, including low-income students, children with disabilities, English Learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care. The School District reached out to Park Board's Before and After-School-Park Programs Section for participation in this Program. The financial support for this program is made possible by \$3.4 million in Coronavirus Relief Funds (ESSER II; Elementary and Secondary School Emergency Relief) allocated through the School District's SHINE Fund. Any student may attend SHINE, both before and after school, and Students who qualify for free/reduced meals may receive scholarships through the Springfield Public School's SHINE Fund allowing them to access academic support free of charge, either before or after school, depending on the site. Park Board's School-Parks will hire part-time Academic Coordinators, funded by the SHINE partnership, that will work directly with SPARC program leaders and students to bring academic enrichment opportunities in non-traditional disguised learning environments. SPARC school sites will include: Carver Middle School, Cherokee Middle School, Harrison Elementary, Pipkin Middle School (Before-School only), Truman Elementary, Watkins Elementary, Westport Elementary and Wilson's Creek Elementary. The School District will provide funding for these programs for a total of up to \$294,450. The term of the Program and the associated Agreement will be for a period of one year and may be renewed for two additional one-year periods.

REMARKS: The Park Board reviewed and approved the application for and acceptance of these Grant Funds at its August 13, 2021 Board Meeting, as referenced in the attached Park Board Resolution, a copy of which is attached hereto and incorporated herein by reference as "Attachment 1." The Park Board respectfully recommends and requests approval of this budget adjustment.

Submitted by:


Bob Belote, Director of Parks

Approved by:


Jason Gage, City Manager

RESOLUTION AUTHORIZING PARK BOARD TO CONTRACT WITH R-12 SCHOOL DISTRICT FOR PARTICIPATION IN SCHOOL DISTRICT'S SHINE PROGRAM; AND ACCEPTANCE OF UP TO \$294,450.00 IN GRANT FUNDS AS PART OF THIS PROGRAM, TO BE USED IN AND AS PART OF PARK BOARD'S SPARC BEFORE AND AFTER-SCHOOL PROGRAMS; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS IN CONNECTION WITH THE PROGRAM.

WHEREAS, the Board of Education for Springfield School District R-12 ("School District") officially adopted the Expansion of Service for Wrap Around Care (SHINE) Program for youth attending elementary and middle schools, made possible by \$3.4 million in Coronavirus Relief Funds (ESSER II; Elementary and Secondary School Emergency Relief).

WHEREAS, the School District has offered to partner with the City of Springfield, Missouri ("City"), by and through the Springfield-Greene County Park Board ("Park Board"), as part of the Park Board's School-Parks are Reaching Communities (SPARC) Before and After-School Programs by offering grant funds to assist in providing age-appropriate educational activities for school-age children to address learning loss among students disproportionately affected by the coronavirus and school closures, including low-income students, children with disabilities, English Learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care.

WHEREAS, the Park Board finds and determines that it is advantageous and in the best interests of the Park Board, its consumers, residents of this region and the City overall, in consideration and support of the SPARC programs that shall benefit from the receipt of the grant funds and through participation in School District's Shine Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SPRINGFIELD, MISSOURI, BY AND THROUGH THE SPRINGFIELD-GREENE COUNTY PARK BOARD:

Section 1. Approval to Contract with School District and Accept Grant Funds. The City of Springfield, Missouri, by and through the Springfield-Greene County Park Board (Park Board) hereby approves the Park Board entering into a Contract with the Board of Education for Springfield School District R-12 ("School District"), substantially similar in form as attached "Exhibit A", which is incorporated herein by reference as if fully set-out, for participation in School District's Expansion of Service for Wrap Around Care (SHINE) Program, and acceptance of Grant funds up to \$294,450.00, with said funds to be used to assist in providing age-appropriate educational activities for school-age children to address learning loss among students disproportionately affected by the coronavirus and school closures, including low-income students, children with disabilities, English Learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care.

Section 2. Further Authority. The officers, agents and employees of the Park Board, shall be and hereby are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the acceptance of said Grant funds, with their signatures as evidence....

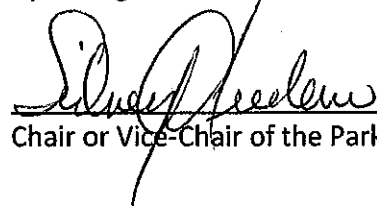
Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its execution by the Park Board.

Approved and adopted by the City of Springfield, Missouri, by and through the Springfield-Greene County Park Board on the 13th day of August 2021.

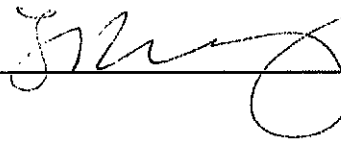
ATTEST:



Vice-Chair or Secretary of the Park Board


Chair or Vice-Chair of the Park Board

Approved as to form by:



Assistant City Attorney

AGREEMENT

Between Springfield-Greene County Park Board and The Board of Education for the School District of Springfield, R-12

(Wrap Around Services Expansion)

(School Year 2021-2022)

This Agreement is entered on the ____ day of _____, 2021 ("Effective Date"), by and between the City of Springfield, MO, by and through the Springfield-Greene County Park Board ("Park Board"), and the Board of Education for the School District of Springfield, R-12 ("District"). The Agreement is effective on the date of the last signature by the authorized officials of the two parties.

1. **District** – The District is an urban public school district and a political subdivision of the State of Missouri which is governed by its Board of Education ("Board"). District's administrative offices are located at 1359 E. St. Louis Street, Springfield, MO 65802.
2. **Park Board** – Park Board runs and manages the School Parks Are Reaching Communities ("SPARC") Program and is authorized to do business in the State of Missouri and has all appropriate professional licenses and certifications which are required to perform the duties and responsibilities described in this Agreement. The offices of SPARC are located at 300 East Harrison Street, Springfield, Missouri, 65802.
3. **Program** – The program to be provided pursuant to this Agreement ("Program") is set forth on "Attachment A" and incorporated into this Agreement by reference. The terms of this Agreement shall control the interpretation and responsibilities of the Parties in the event there is a conflict between the terms set out on Attachment A and the body of this Agreement.
4. **Relationship of the Parties.**
 - 4.1 **Independent Contractor** – In the performance of all services covered by this Agreement, District and the Park Board shall remain independent entities and be deemed to be and shall be an independent contractor of the other.
 - 4.2 **No Agency** – In the performance of the Program referenced in this Agreement, neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other unless specifically set forth in this Agreement or as otherwise approved by the District's Board and the Park Board and thereafter authorized in writing by the Parties.
5. **Employees of Park Board and District** – The Parties shall provide services as a part of the Program as more fully defined in this Agreement and Attachment A, which is incorporated herein by reference during the term of this Agreement:

5.1 Not Employees – No agent, employee, student or servant of the Park Board or District shall be an agent, employee, student or servant of the other party while participating in activities pursuant to this Agreement. Park Board's employees shall not be entitled to receive wages from the District or participate in any plans or benefits of employment with District, including but not limited to any pension, insurance plan or similar benefit plans that the District provides to, or makes available to its employees. District's employees shall not be entitled to receive wages from the Park Board or participate in any plans or benefits of employment with the Park Board, including but not limited to any pension, insurance plan or similar benefit plans that the Park Board provides to, or makes available to its employees.

5.2 Wages, Benefits, Taxes, Insurance – Park Board and District shall be solely responsible for the payment of all wages, contributions, benefits, assessments and taxes earned by their respective employees and shall maintain workers' compensation insurance for each of their respective employees who are engaged by it on the Program to the extent required by law.

5.3 Observance of District's and Park Board's Policies and Procedures – The Parties shall take reasonable steps to ensure that each of its employees who perform services pursuant to the Program complies with the District's and the Park Board's respective policies.

5.4 Background Checks – Park Board shall ensure that all individuals working with District's students in the Program have undergone a criminal background and a child safety registry check and the results of which are deemed satisfactory by District. No employee of either Party shall perform services for the Program, in or around District's students, unless and until their background check is completed and the results have been received.

6. Term – The Term of the Program and this Agreement shall be as follows: The Initial Term of this Program and this Agreement shall be effective on the date of the last signature by the authorized representatives of the two parties ("Effective Date") and shall terminate on June 30, 2022. This Agreement may be renewed by the parties for two (2) additional one-year periods with the written agreement of both parties. The Renewal Term shall commence on July 1 and end on June 30 of the following calendar year. This Agreement (or the Renewal Term) may be terminated at any time by either party by giving at least thirty (30) days written notice to the other party. Notwithstanding, this Agreement shall terminate at the end of its Initial Term or the Renewal Term, absent the mutual agreement of the parties to renew the Agreement.

7. Compliance With State And Federal Law and District and Park Board Policies – During the Term of this Agreement, Park Board and District shall comply with all applicable Federal, State and local laws, statutes, regulations and guidelines, the Constitutions of the United States and Missouri, and the District's and Park Board's policies.

8. Non-Discrimination - The parties agree in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, sexual orientation or preference, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, or based on any other classification protected by applicable Federal, State or Local statutes, regulations, ordinances, guideline or policies, against any employee of each respective party or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder, if

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

9. **Compliance with FERPA** – The Parties shall maintain confidentiality concerning personally identifiable information about District’s students who are involved in the Program as required by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.* and its regulations, 34 C.F.R. Part 99 (“FERPA”) and Section 167.020.7 RSMo. With respect to District’s students, Park Board shall also comply in all respects with the requirements of FERPA and cooperate with the District to ensure that the FERPA rights of each student, parent or eligible student who is provided services pursuant to the Program are observed.

9.1 **Access to Personally Identifiable Information** –The Parties and their respective employees shall refrain from accessing personally identifiable information regarding any District student, unless the student is a participant in Program’s activities.

9.2 **Use of Personally Identifiable Information** –The Parties agrees that any personally identifiable information regarding District’s students which is disclosed by the District to the Park Board shall be used solely for the purposes of the Program as required by 34 C.F.R. § 99.33(a)(2).

9.3 **Redisclosure of Personally Identifiable Information** – The Park Board agrees that it will not redisclose any personally identifiable information regarding District’s Students which is disclosed by the District to the Park Board without the prior consent of the parent or eligible student as required by 34 C.F.R. § 99.33(a)(1) or as otherwise permitted or required by law.

9.4 **Consent of Parent or Eligible Student** – If required by the District, the Park Board shall secure a written FERPA consent from the parent, guardian or eligible student of any District **student involved in the Program.**

10. **Program Fees.** Park Board will charge a fee per participant, to be paid by participants to Park Board, and such proceeds shall be retained by and belong to Park Board.

11. **Immunities and Liabilities** – Without waiving or limiting any sovereign immunity or other protection rights and/or defenses of either Party, and notwithstanding any provision in this Agreement to the contrary, each Party shall be responsible for any and all liability imposed by law, on its respective employees, agencies and institutions, arising from any and all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, relating to or arising out of the negligent acts, actions or

inactions of that party's respective employees, agents or volunteers. The Parties agree that each Party, as public entities and political subdivisions of the State of Missouri, is entitled to protection for certain causes of action by the Missouri Sovereign Immunity statute, Section 537.600 *et seq.* and its employees are protected by governmental immunity, official immunity and the Coverdale Act, and nothing in this Agreement shall constitute a limitation, restriction, nullification or waiver of either Party's, or their respective employees' rights to assert complete immunity from liability pursuant to those immunities. Nor shall either party be required by this Agreement to purchase and carry insurance of any type which could constitute a limitation, restriction, nullification or waiver of such immunities, rights and/or defenses.

12. **Notices and Designated Representatives** – Any notices required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, addressed to the party representatives identified below and at the addresses set forth below, or to their designees or successors at such other addresses as may be given from time to time in accordance with the terms of this notice provision:

District's Representative:

John Mulford
Deputy Superintendent-Operations
School District of Springfield, R-12
1359 E. St. Louis Street
Springfield, MO 65802

And a copy to:

Brandi Cryer
Contract Coordinator
contracts@spsmail.org
School District of Springfield, R-12
1359 East St. Louis Street
Springfield, MO 65802

Park Board's Representative:

Bob Belote, Director of Parks
Springfield-Greene County Park Board
1923 N Weller Ave
Springfield MO 65803

And a copy to:

Diana Ellison, Community Recreation Administrator
SPARC Administration Offices
300 E Harrison
Springfield MO 65806

13. **Miscellaneous.**

13.1 **Entire Agreement** – This Agreement constitutes the entire and only agreement between the parties relating to the Program, and all prior negotiations, representations, agreements and understandings are superseded hereby with relationship to the Program. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

13.2 **Governing Law and Venue** – This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Missouri and venue shall be proper only in the Circuit Court of Greene County, Missouri.

13.3 **Authority To Execute Agreement** – The undersigned certify that prior to signing this Agreement, each has authorization from his/her respective governing body to sign this Agreement on its behalf.

13.4 **Authorized Employees** – The Parties acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an

unauthorized alien to perform work within the state of Missouri. The Parties therefore covenant that they, respectively, are not knowingly in violation of Subsection 1 of Section 285.530 RSMo, and that they will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that their respective employees are lawfully eligible to work in the United States.

13.5 Conflicts – No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Licensee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. Licensee further covenants that in the performance of this contract no person having such interest shall be employed.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year indicated by each signature below.

**BOARD OF EDUCATION FOR THE
SCHOOL DISTRICT OF
SPRINGFIELD R-12/DISTRICT**

**CITY OF SPRINGFIELD, MO, BY & THROUGH
THE SPRINGFIELD-GREENE COUNTY
PARK BOARD/PARK BOARD**

By: _____
John Mulford
Deputy Superintendent-Operations

By: _____
Director of Parks or Assistant Director

Date: _____, 2021

Date: _____, 2021

Approved as to form: , City Attorney or Assistant City Attorney

ATTACHMENT A

Program Description

The Park Board provides the School Age Services before and after school within District facilities ("Program"). The District desires to provide additional supports to the Program in order to provide age-appropriate educational activities for school-age children to address learning loss among students disproportionately affected by the coronavirus and school closures, including low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care.

1. **Funding for Program/Compliance.** It is understood that the funding for this Program may be drawn from District resources or from Federal Grant Programs such as the Elementary and Secondary School Emergency Relief Fund (ESSER II), which was authorized by the Coronavirus Aid, Recovery and Economic Security (CARES) Act, Public Law 116-260 enacted on December 27, 2020, at the discretion of the District. If the District elects to use funding from ESSER II, CARES or other Federal or State grant funding for any portion of the Program.

A. The Parties agree that they will fully comply with all applicable Federal or State statutes or regulations governing the use of such funds.

B. Park Board agrees that it will fully cooperate with the District to make and maintain all records, provide data concerning the Program and other information that is required by the District or any external funding source as a condition of receiving such funds.

2. **Park Board's Responsibilities.**

A. Park Board shall provide age-appropriate educational activities for school-age children consistent with the District's requirements and the provisions of any applicable State or Federal grants. Park Board shall perform the Program activities in District's facilities, which shall be appropriate for such purposes.

B. While using District facilities for the School Age Services, Park Board shall:

- 1) The City of Springfield, MO ("City"), and thus the Springfield-Greene County Park Board as an Administrative Board of the City ("Park Board"), is self-insured for its \$250,000 deductible per covered loss under the excess liability coverage the City purchases from State's Self-Insurers Risk Retention Group, Inc. The Public Entity Excess Liability Insurance Policy provides \$15,000,000 in excess public entity liability coverage. The City maintains a self-insured fund that pays all deductibles for the Park Board for covered losses.
- 2) Not use or permit the use of the District's facilities for any unlawful purpose, for any purpose other than that required for the School Age Services or any purpose which is contrary to the Policies of the Board or District;
- 3) Be responsible for full reimbursement to the District for any damages to District property which occur while the property is being used for the Program, including but

not limited to the building and any equipment contained therein (e.g., televisions, dvd players, monitors, computers, etc);

- 4) Be responsible for employing the Directors for the Program and for providing each with a written job description. The Directors shall be provided with keys and swipe cards for entering and exiting the buildings. It shall be the responsibility of the Park Board and the Director at each building to open and lock the building upon entering and leaving the building; and
- 5) Keep the premises in a neat and orderly condition and leave the premises at the end of each session in a condition that is acceptable to the District. Park Board staff shall dry mop the indoor Program Areas and remove the trash before leaving the premises each day.

C. Park Board shall be responsible for the general oversight of the Services and the Program.

D. Park Board shall be responsible for hiring/terminating all Program employees; setting employee wages, hours and other terms and conditions of employment for such employees; establishing employee benefits; paying employees and withholding appropriate sums for State and Federal employment taxes; and complying with all Federal and State of Missouri statutes and regulations governing employment of workers.

E. Park Board shall be responsible for the recruitment and selection of Program participants.

F. Park Board shall be responsible for providing the District with quarterly enrollment reports including the total number of students served who qualify for free or reduced lunch ("FRL Student").

G. Park Board shall be responsible for incorporating academic time into their daily schedule with age-appropriate learning activities.

H. Park Board shall be responsible for employing and training staff to implement the academic component of the program.

I. Park Board shall be responsible for purchasing and utilizing district-approved learning resources with students during daily academic time.

J. Park Board shall provide an itemized invoice to the District for reimbursement of expenses as stated in this Agreement.

3. District Responsibilities.

A. The District shall provide funding for the Program consistent with State and Federal statutes and regulations.

B. The District shall be responsible for preparing all reports or other information required by State or Federal statutes and regulations and the funding source.

C. The District shall provide suitable premises in which to conduct the Program described herein.

4. **Funding Amounts.** Allocation of estimated total funds of up to \$294,450.00 for the 2021-2022 school year shall be paid to the Park Board as follows:

A. Ten Thousand Dollars (\$10,000.00) for each Academic Coordinator Staff member, up to ten (10) staff members, but no more than One Hundred Thousand Dollars (\$100,000.00). Fifty Percent (50%) of the maximum amount shall be paid to the Park Board with invoice prior to the start of the Program. Park Board shall assess the Program in December 2021 and shall provide an invoice for the actual amount of funding for Academic Coordinator Staff, less the amount paid prior to the start of the Program for Academic Coordinator Staff as outlined in this Agreement.

B. Thirty Dollars (\$30.00) per student for Academic Resources, up to Three Hundred Fifteen (315) students, but no more than Nine Thousand Four Hundred Fifty Dollars (\$9,450.00). Fifty Percent (50%) of this amount shall be paid to the Park Board with invoice prior to the start of the Program. Park Board shall assess the program in December 2021 and shall provide an invoice for the actual amount of funding for Academic Resources, less the amount paid prior to the start of the Program for Academic Resources as outlined in this Agreement.

C. One Thousand Dollar (\$1,000.00) scholarships for each FRL Student enrolled in the Program, up to One Hundred Sixty (160) FRL Students, but no more than One Hundred Sixty Thousand Dollars (\$160,000.00). Thirty Percent (30%) of the maximum amount shall be paid to the Park Board with invoice prior to the start of the Program. Park Board shall assess the program in December 2021 and shall provide an invoice for Forty-Eight Thousand Hundred Dollars (\$48,000.00). Park Board shall assess the Program in March 2022 and shall provide an invoice for the actual amount of funding for FRL Student scholarships, less the amounts previously paid by the District for FRL Student scholarships as outlined in this Agreement.

D. Scholarships for students of families experiencing hardships ("Hardship Students"), exclusive of FRL Students, will be provided, upon approval by the District, in amounts not to exceed One Thousand Dollars (\$1,000.00) per student per year, up to Twenty-Five (25) Hardship Students, but no more than Twenty-Five Thousand Dollars (\$25,000.00). The Park Board shall provide an invoice of approved students who are admitted to the Program.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
024

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20520	16	82590	416010	103024	00000	\$ 294,450	Federal Grant Revenue
Net Revenue Adjustment						\$ 294,450	

Expenditures:

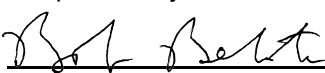
Fund	Dept	Org	Account	P&G	Location	Amount	Description
20520	16	82590	500130	103024	00000	\$ 253,455	Temporary Wages
20520	16	82590	500250	103024	00000	20,995	Fica Contribution
20520	16	82590	501260	103024	00000	20,000	Operating Supplies
Net Expenditure Adjustment						\$ 294,450	

Fund Balance Appropriation:

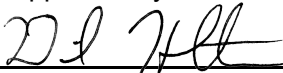
Fund	Title	Amount

Explanation: To amend the FY2021-2022 budget by appropriating \$294,450 in grant funds from the federal Elementary and Secondary School Emergency Relief Fund.

Requested By:

 10/12/21
Department Head Date

Approved By:

 10/12/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-264
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 10-12-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL: 2021-265

SPECIAL ORDINANCE: _____

AN ORDINANCE

1 AMENDING and restating the Brownfields Program Revolving Loan Fund Policies and
2 Procedures to increase program flexibility and adjust loan terms and
3 conditions to reflect current lending market conditions.
4
5

6 WHEREAS, City Council authorized and established the Brownfields Program
7 Revolving Loan Fund ("BRLF") Policies and Procedures in January 2009 through
8 Special Ordinance 25541, and subsequently restated and amended the BRLF Policies
9 and Procedures in August 2015 through Special Ordinance 26603; and
10

11 WHEREAS, the BRLF is funded by grants from the United States Environmental
12 Protection Agency for the purpose of providing environmental cleanup loans to for-profit
13 entities and funding grants to nonprofits; and
14

15 WHEREAS, the BRLF is not being utilized to its fullest extent because the
16 political climate for tax credits is not as favorable as it was in the past, and because
17 environmental clean-up costs remain a costly barrier to putting contaminated properties
18 back into productive reuse in the City of Springfield; and
19

20 WHEREAS, nearly \$1 million is currently available for cleanup loans, and the City
21 desires to make the BRLF more attractive to borrowers by reducing interest rates for
22 longer term loans of up to 15 years to facilitate clean-up of additional properties and to
23 demonstrate the success of the program to receive additional future federal funding.
24

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

28 Section 1 – The City of Springfield, Missouri, hereby adopts the Amended and
29 Restated Policies and Procedures for the BRLF, which is attached hereto as "Exhibit A"
30 and incorporated herein by this reference, to govern the practices, procedures, policies,
31 and prudent lending practices of the BRLF.
32

33 Section 2 – This Ordinance shall be in full force and effect from and after
34 passage.

35
36 Passed at meeting: _____

37
38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: Jill Bunnis, Assistant City Attorney

48
49
50 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-265

FILED 10-12-21

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To amend and restate the Brownfields Program Revolving Loan Fund Policies and Procedures to increase program flexibility and adjust loan terms and conditions to reflect current lending market conditions.

BACKGROUND INFORMATION: The Brownfields Program Revolving Loan Fund (BRLF) was established in January 2009 through a \$1 million United States Environmental Protection Agency (EPA) grant. The City has subsequently received over \$1 million in supplemental funds from the EPA. The funds may be used to fund environmental cleanup loans to for-profit entities and to fund grants to nonprofits. To date, two loans and seven subgrants have been made. However, staff has worked with numerous potential qualified borrowers who, after going through the application process and learning the policies and regulations, decided not to use the program. At inception, the program was designed to work in concert with State Brownfields Tax Credits which could be used to pay back loans. The political climate for tax credits is not as favorable now as it was in the past and environmental clean-up costs remain a costly barrier to putting contaminated properties back into productive reuse in our community. Currently, nearly \$1 million is available for cleanup loans.

In 2015, City Council by Special Ordinance No. 26603 amended the BRLF to reduce the interest rate for the program from 3-6% interest to 2-3% interest for loan terms of 5-15 years. (Under both the current and previous loan program rules, loans for 5 years or less could be made at 0% interest.)

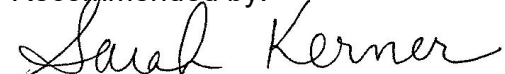
The proposed amendment and restatement of the program documents provides greater flexibility for the Brownfields Committee to approve 0% interest for longer term loans (up to 15 years). The purpose of this amendment is to facilitate clean-up of additional properties as well as demonstrate the success of the program in order to receive additional future federal funding.

REMARKS: Staff recommends approval.

Submitted by:


Olivia Hough, Senior Planner

Recommended by:


Sarah Kerner, Economic Development
Director

Approved by:


Jason Gage, City Manager

EXHIBIT A

City of Springfield, Missouri
Brownfields Program

REVOLVING LOAN FUND

Amended and Restated Policies and Procedures

Special Ordinance No. _____
October 2021

Special Ordinance No. 26603
August 10, 2015

For information, please contact:
Economic Vitality Department
840 Boonville Ave. 2nd Floor
Springfield, MO 65801
417-864-1031
www.springfieldmogov.org/brownfields

FORWARD

The Springfield Brownfields Revolving Loan Fund (RLF), administered by the Springfield Department of Planning and Development through the Brownfields Committee, provides loans and subgrants for environmental cleanup of brownfields property.

In October 2007, the City of Springfield was awarded a grant from EPA for \$1,000,000 to establish a Revolving Loan Fund. Since this original grant, the City has applied for and received various grants to supplement this program. The purpose of the RLF is to provide loans to public and private property owners and sub-grants for eligible organizations to facilitate environmental cleanup. The RLF expanded the Brownfields Program that has been operating since 1999 providing environmental assessments for both public and private property to help incentivize redevelopment.

This document contains the RLF policies and procedures that have been adopted by the City Council on January 26, 2009 as well as 2015 program amendments aimed at enhancing the marketability of the loans and to govern the RLF program. For further information, please contact the Brownfields Coordinator in the **Economic Vitality Department, at (417) 864-1037.**

TABLE OF CONTENTS

CHAPTER I: DESCRIPTION OF THE REVOLVING LOAN FUND	3
1. Introduction and Purpose	
2. Mission and Policy Statement	
3. Definitions	
4. Confidentiality and Conflicts of Interest	
CHAPTER II: ELIGIBILITY	6
1. Eligible Applicants	
A. Subgrantee Eligibility Restrictions	
2. Ineligible Applicants	
3. Eligible Sites	
4. Ineligible Sites	
5. Eligible Activities	
6. Ineligible Activities	
7. Eligible Fund Uses	
A. Statutory Exceptions to the Administrative Cost Prohibition	
8. Ineligible Fund Uses	
CHAPTER III: UNDERWRITING AND APPROVAL	11
1. Underwriting Guidelines for Loans	
2. Criteria for Approval	
3. Approval Process	
4. Standard Repayment Terms and Conditions	
CHAPTER IV: ROLES, REPORTS AND MONITORING	16
1. The Role of the City of Springfield	
2. The Role of the Borrower/Subgrantee	
CHAPTER V: PROTECTION OF SECURITY INTEREST	17

CHAPTER I

DESCRIPTION OF THE CITY OF SPRINGFIELD REVOLVING LOAN FUND

1. Introduction and Purpose

The Brownfields Revolving Loan Fund (RLF) is designed to provide financial assistance as an economic incentive to encourage eligible entities to clean up environmental contamination on brownfields sites within the city limits of Springfield. The fund is primarily focused on providing low interest loans. Under special circumstances, grants may be awarded to eligible non-profits.

The purpose of this Policy and Procedures document is to provide a system for uniform administration of the RLF program by the Brownfields Committee.

2. Mission and Policy Statement

The City of Springfield is a municipal corporation under the laws of the State of Missouri. The mission statement of the Brownfields Revolving Loan Fund is:

The Brownfields Revolving Loan Fund is a financial tool to assist and encourage environmental cleanup and sustainable reuse of brownfields property within the city of Springfield thus improving the quality of life for the community.

3. Definitions

When used in context with the Brownfields Revolving Loan Fund (RLF) the following definitions shall apply:

APPLICANT: any individual, firm, corporation, association or partnership including non-for-profit organizations, desiring to obtain financial assistance under the RLF by providing the appropriate information and by executing loan documents as required.

ARBITRATION: a hearing and determination of a case in controversy by a person chosen by the parties or under statutory authority.

BORROWER: an eligible loan applicant entering into an agreement with the City of Springfield to borrow RLF funds for environmental cleanup.

BROWNFIELDS: "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant or contaminant." - Public Law 107-118 (H.R. 2869) - "Small Business Liability Relief and Brownfields Revitalization Act", January 11, 2002.

BROWNFIELDS COMMITTEE: is the committee appointed by the **Director of Economic Vitality** charged with administering the RLF in accordance with the Policies and Procedures contained within this document.

BROWNFIELDS COORDINATOR: the staff person assigned to the daily oversight and administration of the Brownfields Program including all EPA grants, environmental assessments and the RLF program.

CITY: the City of Springfield, Missouri, a Municipal Corporation.

CONTRACTOR: the environmental consultant retained to perform environmental remediation including cleanup of the contaminated site.

ECONOMIC DEVELOPMENT: the acquisition, construction, reconstruction, or installation of commercial, industrial or residential buildings, structures, and other real property improvements which are directed to and may result in the creation or retention of jobs.

ELIGIBLE ENTITY: any entity determined to be eligible for either an RLF loan or subgrant based on the criteria contained within this document and as defined by the EPA RLF Administrative Manual.

ELIGIBLE AND ALLOWABLE COSTS: the costs that are eligible uses of the RLF loan or subgrant as described within this document and as defined by the EPA RLF Administrative Manual.

EPA: the United States Environmental Protection Agency.

EPA PROJECT OFFICER: the EPA staff person assigned to oversee the Springfield, Missouri RLF.

FUND MANAGER: the person responsible for the financial management of the RLF. The fund manager assists the City in carrying out its responsibilities on a site-specific basis, and works on behalf of the City.

GAP FINANCING: the difference between the amount of financing provided by a lending institution and the amount of financing provided by the Owner.

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY (LCRA): that public body corporate and politic created by or pursuant to section 99.330, RSMo. headed by a Board of Commissioners appointed by the City Council.

LOAN: the financial transaction between the borrower and the lender (City of Springfield) whereby the two parties enter into an agreement for the lender to provide temporary financing to the borrower for the project to be repaid per the Terms and Conditions of the agreement.

MDNR : the Missouri Department of Natural Resources

MBVCP: the Missouri Brownfields Voluntary Cleanup Program

OWNER: the person or persons named on the recorded property deed; or owner of record.

PLANS AND SPECIFICATIONS: a description of the construction to be performed which is acceptable to the Loan Committee. This generally will be staff work write-up or architectural plans.

PROJECT AREA: a designated area or district approved by the City Council that is eligible to receive business assistance.

PROJECT: a business property which is being assisted under the Brownfields RLF.

SUBGRANT: the financing (grant) awarded to the subgrantee by the City of Springfield through the EPA funded Brownfields RLF Program for the project per the Terms and Conditions of the subgrant agreement.

SUBGRANTEE: the eligible entity that is the recipient of an EPA funded RLF subgrant awarded by the City of Springfield per the Terms and Conditions of the subgrant agreement.

4. Confidentiality and Conflicts of Interest

Personal and business financial information will be held in confidence to be reviewed only by the Brownfields Committee and City Attorney's Office for use exclusively in the evaluation of the RLF application. EPA staff shall also review this information when requested.

No person who is an employee, agent, consultant, officer or elected official or appointed official of the City of Springfield or the LCRA who exercises or has exercised any functions or responsibilities with respect to activities assisted under this program or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from such activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

CHAPTER II ELIGIBILITY

The City of Springfield will only provide loans and subgrants to eligible borrowers and subgrantees for sites with eligible and allowable cleanup activities as described in this chapter. In addition to the eligibility described in this document, recipients must meet and will be reviewed based on the EPA criteria for eligible use of funds.

1. Eligible Applicants

Eligible borrowers can be any public or private entity with control over or access to a brownfields site. Eligible subgrantees are limited to political subdivisions and non-profit organizations that own the site they intend to clean up. Applicants must not be suspended, debarred or otherwise declared ineligible from receiving federal funds. Documentation must be placed in the project file if the property was obtained by involuntary means.

Prior to funding approval, all eligible applicants will be evaluated based on additional criteria specified within the application documents and must meet Brownfields Committee approval for eligibility. Borrowers and subgrantees must assert:

1. Bona fide prospective purchaser (BFPP),
2. Contiguous property owners (CPO), or
3. Innocent landowners (ILO) who have performed "all appropriate inquiry" as found in CERCLA 101 (35) (B), on or before acquiring the property and are not liable for cleanup cost.
4. Proof that they performed "all appropriate inquiry" into the property prior to obtaining it and meet all other CERCLA liability exemptions/defense requirements.

A. Subgrantee Eligibility Restrictions

In addition to the restrictions identified above, the following must be taken into consideration and documented for the extent to which a subgrant will:

1. Facilitate the creation or preservation of greenspace (e.g. a park, recreation area);
2. Benefit the needs of low income communities who have limited sources of funding for environmental remediation and redevelopment;
3. Facilitate the use of existing infrastructure; and
4. Promote the long-term availability of RLF funds.
5. The subgrant recipient must retain ownership of the site until the cleanup is completed and throughout the period of performance of the subgrant, as defined in the subgrant agreement.

2. Ineligible Applicants

1. Borrowers and subgrantees potentially liable under CERCLA
2. Applicants that are potentially liable, or affiliated with any other person that is potentially liable, for cleanup cost through: (a) any direct or indirect familial relationship, or (b) any contractual, corporate, or financial relationships;
3. A recognized business entity that was potentially liable;
4. Anyone otherwise liable under CERCLA 107 (a) as a prior owner/operator or generator or transporter of hazardous substances to the facility.
5. An entity that is currently suspended, debarred from receiving federal funding, or otherwise declared ineligible.

3. Eligible Sites

The RLF can be used for cleanup on eligible brownfields sites as defined by the brownfields law which includes sites where the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Brownfields law also specifies that RLF funds can be used at sites that are contaminated by petroleum or petroleum product, controlled substance, or mine-scarred lands. RLF funds may only be used at sites that are:

1. Contaminated by a hazardous substance, pollutant, or contaminant;
2. Contaminated by petroleum or a petroleum product, and is determined by the State to be relatively low risk with no liable and viable party and not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act
3. Contaminated by controlled substances; or
4. Mine-scarred lands.

4. Ineligible Sites

1. Sites listed or proposed for listing on the National Priorities List (NPL);
2. Sites subject to unilateral administrative order, a court order, an administrative order on consent or judicial consent decree issued or entered into by parties under CERCLA; and
3. Sites subject to the jurisdiction, custody, or control of the United States government, *except* for land held in trust by the United States for an Indian tribe.
4. The following petroleum-contaminated sites are not eligible for RLF funding:
 - a. Sites subject to a corrective action order under RCRA § 9003(h); or
 - b. Sites that have received specific cleanup assistance under the Subtitle I of RCRA from the Leaking Underground Storage Tank (LUST) trust fund are excluded from receiving financial assistance, unless a property-specific funding determination from EPA is obtained.

Certain sites that are excluded from funding eligibility could still qualify for funds if the recipient can provide documentation for EPA to make a property-specific determination that the site meets the goals and criteria of the brownfields program and the criteria set forth in the Brownfields Law. Eligibility approval from EPA must be received prior to conducting work at these sites

5. Eligible Activities

RLF funds are designated for eligible cleanup activities by eligible entities at eligible brownfields sites. Funds must be used on cleanup activities only. These activities include:

1. Removing, mitigating, or preventing the release or threat of a release of a hazardous substance, pollutant, contaminant, petroleum product, or controlled substance into the environment;
2. Site assessment or site monitoring activities that are reasonable, necessary, and incidental to the cleanup process;
3. Costs associated with meeting public participation, worker health and safety, and program management requirements related to managing the RLF; and
4. Compliance with state and federal laws applicable to the cleanup.

Direct programmatic costs may be eligible and allowable. However, the Brownfields Law makes administrative costs ineligible.

Actions associated with cleanup include, but are not limited to:

1. Documentation of the Analysis of Brownfields Cleanup Alternatives (ABCA);
2. Development and implementation of RLF marketing strategy;
3. Oversight of cleanup activities;
4. Installation of fences, warning signs, or other security or site control precautions;
5. Installation of drainage controls;
6. Stabilization of berms, dikes, or impoundments; or drainage or closing of lagoons;
7. Capping of contaminated soils;
8. Using chemicals and other materials to retard the spread of the release or mitigate its effects;
9. Excavation, consolidation, or removal of contaminated soils;
10. Removal of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants, or contaminants, including petroleum;
11. Removal of source materials, including free product recovery; and
12. Containment, treatment, or disposal of hazardous materials and petroleum contamination.

The Brownfields Law also provides that RLF funds can be used for:

1. Site monitoring activities, including sampling and analysis, that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
2. Site assessment activities that are reasonable, necessary, and incidental to the cleanup process, such as confirmation sampling; and
3. Costs associated with meeting public participation, worker health and safety, and programmatic management requirements.

6. Ineligible Activities

RLF funds may NOT be used for the following activities:

1. Pre-cleanup environmental assessment activities, such as site assessment, identification, and characterization with the exception of site monitoring activities as described above;
2. Public or private drinking water supplies that have deteriorated through ordinary use;
3. Cleanup cost at a brownfields site for which the recipient of the grant or loan is potentially liable under CERCLA § 107;
4. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
5. Construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new non-cleanup facility);
6. Construction, demolition, and cost sharing or matching requirement for another federal grant (absent statutory authorization);
7. Support of job training;
8. Support of lobbying efforts of the recipient; and
9. In addition, the Brownfields Law includes the administrative cost prohibition which prohibits the use of any “part of a grant or loan” for the payment of an administrative cost.

7. Eligible Fund Uses

Eligible programmatic costs are expenses incurred for activities that are integral to achieving the purpose of the program. For example, programmatic costs could include the costs of loan processing, legal fees, and professional services, or overseeing the borrower’s activities to ensure compliance with relevant and appropriate requirements of the National Oil and Hazardous Substance Contingency Plan (NCP) (see 40 C.F.R. § 300.700 et seq.). RLF funds may be used for (but are not limited to) the following programmatic activities:

1. Site cleanup activities;
2. Site remediation activities; VCP or State response program fees associated with the cleanup
3. Cost required to purchase insurance;
4. Expenses for making and managing loans and/or subgrants, operating the revolving fund, and financial management expenses;
5. Expenses for site cleanup activities, as in the case of subgrants to eligible entities and nonprofit organizations in remediation of brownfield sites under CERCLA § 104(k)(3)(A)(ii);
6. Costs incurred for complying with procurement provisions of 40 C.F.R. Part 30 (Institutions of Higher Education, Hospitals and other Non-Profit Organizations) and 40 C.F.R. Part 31 (State, local and Indian tribal governments) otherwise referred to as the Uniform Administrative Rules for Federal grant and cooperative agreement and subawards. Costs for performance and programmatic financial reporting required under 40 C.F.R. 30.51 and 30.52, and 40 C.F.R. 31.40 and 31.41 are eligible programmatic costs. Performance and financial reporting are essential programmatic tools for both the recipient and EPA to ensure that grants are carried out in accordance with statutory and regulatory requirements;

7. Costs associated with monitoring the health of populations exposed to hazardous substances from a brownfields site. In addition, costs associated with monitoring and enforcing institutional controls used to prevent human exposure to hazardous substances at a brownfields site are considered eligible administrative costs. These costs cannot exceed 10% of the grant funds, and are only eligible to local government recipients. Expenses for travel, training, equipment, supplies, reference materials, and contractual support are eligible if those costs are approved by EPA in the grant budget tables. For example, costs for training recipient personnel are eligible and allowable if the costs are for training employees who perform work under the RLF grant.

A. Statutory Exceptions to the Administrative Cost Prohibition

RLF funds can be used for eligible “programmatic” costs, but are not allowed for administrative costs. The following administrative costs are eligible for RLF funds. The Brownfields Law provides that the administrative cost prohibition does not apply to:

1. Investigation and identification of the extent of the contamination;
2. Design and performance of a cleanup action; or
3. Monitoring of a natural resource (e.g., soil, groundwater) for contamination.

8. Ineligible Fund Uses

Direct administrative costs are prohibited costs, as are indirect costs. The Brownfields law prohibits the use of any “part of a grant or loan” for the payment of an administrative cost.

Prohibited direct administrative costs or indirect charges include but are not limited to:

1. Salaries;
2. Benefits;
3. Contractual cost;
4. Supplies; or
5. Data processing charges incurred to comply with most provisions of the Uniform Administrative Requirements for Grants contained in 40 C.F.R. Part 30 or 40 C.F.R. Part 31.

Prohibited administrative costs also include all indirect costs under OMB Circulars A-21, A-87, and A-122, and Subpart 31.2 of the Federal Acquisition Regulation. In addition to direct administrative costs, RLF funds may not be used for the payment of:

1. A penalty or fine;
2. A federal cost-share requirement (i.e., a cost-share required by other federal funds);
3. A cleanup cost at a brownfields site for which the recipient of the grant or loan is potentially liable under CERCLA § 107;
4. A cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
5. Unallowable costs (e.g., lobbying and fund raising) under OMB Circulars A-21 (universities), A-87 (state, tribal, and local governments), or A-122 (non-profit organizations), and Subpart 31.2 of the Federal Acquisition Regulation (commercial organizations), as applicable.

CHAPTER III

UNDERWRITING AND APPROVAL

1. Underwriting Guidelines for Loans

The Brownfields Committee will consider the following when evaluating loan and subgrant applications:

1. Evaluate credit – must have satisfactory credit
2. Evaluate security – loans must be adequately secured (either by the cleanup property, other real estate or acceptable means)
3. Demonstrate repayment ability
4. Require a personal guarantee on loans
5. The City may take a subordinate collateral position

2. Criteria for Approval

A successful applicant for a City of Springfield Brownfields RLF Loan must meet all criteria outlined below as well as the requirements of the EPA RLF Administrative Manual.

1. Be an eligible applicant;
2. Be the fee simple title owner of an eligible brownfields site at the time subgrant funding is awarded or, for borrowers, have control over or access to the eligible brownfields site;
3. Request funds for an eligible activity;
4. Propose a project that supports EPA's Mission "To Protect Human Health and the Environment" and meets at least one of EPA's Goals;
 - a. Clean Air and Global Climate Change
 - b. Clean and Safe Water
 - c. Land Preservation and Restoration
 - d. Healthy Communities and Ecosystems
 - e. Compliance and Environmental Stewardship
5. Comply with all applicable Federal and EPA regulations;
6. Comply with Environmental Cleanup Responsibilities as stated in the EPA RLF Administrative Manual, October 2004 as amended;
7. Complete all application forms and provide all information required by the Brownfields Committee;
8. Demonstrate reasonable ability to repay the loan through project cash flow, business income, or financial capacity;
9. Provide sufficient collateral;
10. Demonstrate satisfactory credit history;
11. Demonstrate reasonableness of cleanup cost through a competitive procurement process.

In addition to the criteria listed above, eligible sites must meet one or more of the following criteria, all of which will be considered by the Brownfields Committee prior to approval:

1. Site Location. The site must be located within the city limits of Springfield to be eligible for a loan or subgrant. Evaluation of the site location will include its relationship to the Vision 20/20 Comprehensive Planning goals for the City of Springfield, as amended, and to City Council priorities. Priority will be given to sites that have been targeted through an inventory or study. For example, sites strategically located in a target planning or redevelopment area, such as Center City, the Jordan Valley Planning Area, the CDBG

boundary, the Jordan Creek Corps of Engineers Study Area, neighborhoods, or a City acquisition for public use will be given highest priority.

2. Environmental Need: Demonstrated contamination from hazardous substances, pollutants or contaminants, petroleum or petroleum products, controlled substances, or mine scarred lands must be documented.
3. Redevelopment Potential: Potential for redevelopment based on the property condition, surrounding area, location, market conditions, and/or commitment of the developer, community, or not-for-profit must be clearly delineated.
4. Community Benefit: Community benefit from use of funds for the site must be linked to the impact of eliminating the brownfields property. Level of benefit from redevelopment should be in the form of economic, health, and/or environmental improvement.
5. Cost Benefit: Cost benefit of the project relative to the use of brownfields funds must be documented and consideration will be given to the amount of grant funds remaining and other pending projects. Property targeted for City acquisition or City-owned property will receive priority over private property.

The loan request must be approved by the Brownfields Committee.

3. Approval Process

Loan or Subgrant Pre-Application

The Applicant shall submit a Pre-Application for an RLF Loan or Subgrant on the Pre-Application Form approved by the Brownfields Committee. The Brownfields Committee will review the pre-application to determine property, recipient and project eligibility as specified in Chapter II of this document. EPA may provide an eligibility determination on certain projects. The Brownfields Committee or Brownfields Coordinator will discuss the Terms and Conditions of the Loan/Subgrant with the applicant and notify eligible applicants of the Committee's decision.

Full Application

Once the project has been determined to be eligible, applicants may then submit a full application. The full application is a comprehensive project description that is used to evaluate projects for consideration of loan or subgrant awards. A credit analysis and financial evaluation will be carried out for each project application.

Application Review

The Brownfields Committee shall review the RLF Application for use before and after the cleanup project. Brownfields Committee will review each application, and evaluate it based on the information provided by the applicant for the project and the Criteria for Approval listed in this section, and meet jointly to make a funding determination. The Committee may request the Applicant to submit cleanup bids from a Contractor/ for approval by the Brownfields Committee. An appraisal may also be required. Based upon information submitted, the Brownfields Committee shall review the Application and shall either approve or disapprove the loan or subgrant. If the loan or subgrant is disapproved, the Committee shall inform the Applicant and state the reasons for denial in writing.

Application Approval

Successful loan and subgrant applications will require that all loan or subgrant documents be executed prior to funding. The applicant may be required to enroll the property in the Missouri Brownfields Voluntary Cleanup Program. The Brownfields Coordinator and Fund Manager will meet with the applicant to discuss approval, next steps in the cleanup process, and drawdown procedures.

4. Standard Repayment Terms and Conditions

Interest Rate

The interest rate shall be below market, with the option to not require interest based on the community benefit of the project and credit worthiness of the borrower.

Terms

The Brownfields Committee shall have the discretion to negotiate the terms of a loan with the Applicant. The maximum loan term is 15 years.

Loan Amount

There shall be no maximum loan amount, except the loan shall not exceed the actual cost of the cleanup and directly related eligible cost of the project.

Security

All loans will be secured by adequate collateral such as a deed of trust or a personal guarantee, and may require additional collateral.

Loan Assumption and Subordination

The loans may be assumed and subordinated subject to prudent lending practices. When and if approved the borrower will cover direct cost.

Collection Procedures

Once a loan is delinquent in one or more payment or otherwise in default in the terms and conditions of the loan agreement the City will take action as deemed necessary by the City and the City Attorney to collect any overages and enforce the loan agreement.

Appeal Process

Any Applicant aggrieved by a decision of the Brownfields Committee relating to loan or subgrant approval, cancellation, or determination of loan or subgrant amount, may appeal said decision by filing a written notice of appeal with the Secretary of the Land Clearance for Redevelopment Board (LCRA) within thirty (30) days of receiving written notice of the Brownfields Committee's decision. The request for appeal shall be placed on the LCRA Board agenda. The LCRA Board may affirm or reverse or modify the decision of the Brownfields Committee and notify the Committee and the Applicant in writing of its decision and the reasons therefore. The LCRA Board decision shall be final.

Resolution of Disputes

Ultimately, the Property Owner and the Contractor are responsible for discussing and resolving their differences. However, in those cases where agreement is not reached initially, and the project is likely to remain stagnant for an unreasonable period of time, the Property Owner and Contractor must submit their differences to the City for mediation and arbitration.

If the City's informal assistance does not succeed in resolving the dispute, the Property Owner and Contractor may either submit the case jointly to formal, binding arbitration or seek the advice of their own legal counsel.

For the purposes of these Policies and Procedures, a "dispute" shall be defined as a continuing claim, submitted in writing, which is raised by either the Property Owner or the Contractor, alleging that the letter or the spirit of the written contract has not been carried out by the other party. Such disputes generally involve interpretation of such issues as quality of workmanship, required scope of work, contract price adjustments and mutual cooperation between the Property Owner and the Contractor.

This definition also covers those occasions when one party to the contract claims that the other party has defaulted on his contractual obligations and wishes to halt further work under contract.

Informal Mediation by the City

It is common for the City's Brownfields Coordinator to be asked to make clarifications of contract requirements or performance evaluations in response to minor difficulties that arise on a day-to-day basis. However, if any such field judgments are not acceptable to both parties, the aggrieved party may ask for informal mediation by the Brownfields Committee. The request must be submitted in writing within five days after the other party has received the Brownfields Coordinator's field judgment.

If both parties agree, the Brownfields Coordinator will convene a meeting before the Brownfields Committee at the Department of Planning and Development offices within five days of receiving the first written notice of dispute. The Brownfields Committee will hear the dispute and advise the Brownfields Coordinator in the formulation of resolution of dispute.

After listening to both sides of the issue, unless further investigation is warranted, the Brownfields Coordinator will propose a resolution to the dispute he or she considers to be fair to both parties while being consistent with the contract documents and the brownfields RLF program policies and procedures.

If both parties accept the Brownfields Coordinator's proposal, a simple statement of acceptance may be drafted on the spot, signed by all parties and witnessed by a member of the Planning and Development staff. This does not necessarily mean that both parties now see eye-to-eye on the issue, only that they have accepted the Brownfields Coordinator's proposal on practical terms and are willing to resolve the dispute. Copies of the statement will be made for each party to the contract and for the project file.

While this informal mediation process cannot be considered legally binding, its purpose is to give both parties a fair and open hearing and thereby neutralize conflicts that could jeopardize the project.

When the meeting is the result of a request by either party to terminate the contract, the Brownfields Coordinator will, after reviewing the evidence presented, take the matter under advisement and within five days render a written decision for or against termination.

Formal, Binding Arbitration

If either party declines to sign a statement accepting the Brownfields Coordinator's proposed resolution, the Brownfields Coordinator will advise them this mediation meeting has exhausted the avenue of appeal as far as the City is concerned.

The Brownfields Coordinator will also provide both parties with information about arbitration services that are available for a fee through the Better Business Bureau of Southwest Missouri. (The General Contractor and Property Owner shall be responsible for all fees associated with the binding arbitration procedure).

The Bureau's arbitration services call for both parties in a dispute to jointly submit a signed request for arbitration, stating the nature of the dispute and agreeing beforehand to abide by the arbitrator's decision.

The facts of their case are reviewed at a scheduled hearing before the arbitrator, who is a disinterested community volunteer acceptable to both parties. If additional information is needed, the arbitrator may visit the job site before delivering a written decision.

The decision of the arbitrator and any award made by the arbitrator generally are not subject to appeal in a court of law.

CHAPTER IV

ROLES, REPORTS AND MONITORING

1. The Role of the City of Springfield

The City must report to EPA quarterly on the RLF performance, in compliance with the terms and conditions. These duties include the following:

1. Submits quarterly reports within 30 days of the end of each federal fiscal quarter. Items included in 40 C.F.R. 31.40 must be included in quarterly reports. Examples include: Documentation of progress at meeting the performance objectives, project narrative and project time line; an update on project milestones; a property profile; a budget recap summary page with the following headings: Current Approved Budget; Costs Incurred this Quarter; Costs Incurred to Date; and Total Remaining Funds; and if applicable, quarterly reports must specify costs incurred at petroleum-only brownfields sites; clearly identify in quarterly reports which activities performed during the reporting period were undertaken with EPA funds, and relate EPA-funded activities to the objectives and milestones agreed upon in the work plan including a list of sites where cleanup (either through loans or subgrants) activities were completed.
2. Determines site eligibility for projects.
3. The Environmental Engineer with the assistance of the Brownfields Committee conducts cleanup oversight of contractor work for all projects.
4. Maintains adequate accounting records and source documentation to substantiate the amount and percentage of program income expended for eligible programmatic costs.
5. Complies with applicable Office of Management and Budget (OMB) cost principles when charging costs against program income.
6. Maintains RLF records for three years after the submission of the financial status report, closeout of the cooperative agreement, or completion of an ongoing loan, whichever is the longest retention period.
7. Receives written approval from EPA before destroying any records.
8. Ensures that periodic audits of their programs are conducted by an outside auditor in accordance with General Accounting Office (GAO) accounting standards or generally accepted government auditing standards.

2. The Role of the Borrower/Subgrantee

The borrower or subgrantee must show that they have:

1. Documented and used funds only for eligible activities at eligible sites.
2. Demonstrate adequate collateral and has repaid funds within the terms of the loan agreement.
3. Provided financial records to the City on a regular basis.
4. Kept records of compliance with the terms and conditions of the loan including applicable federal and state requirements.
5. Complied with all applicable federal and state requirements.
6. Maintained records and provided access to records for three years after the submission of the financial status report, closeout of the cooperative agreement, completion of an ongoing audit, or completion of an ongoing loan, whichever is the longest retention period.

CHAPTER V

PROTECTION OF SECURITY INTEREST

This Chapter outlines the basic procedures and policies of the City regarding protection of its financial interest in real property.

In order to meet program objectives and achieve goals, and to provide financial assistance where needed, the Brownfields Committee may approve loans for environmental cleanup on properties which require the City to assume a subordinate position to existing liens on the property being assisted. As a result thereof, it may be necessary from time to time for the City to provide funds for legal assistance to acquire a permanent interest in, or to obtain temporary control of, the assisted property in order to protect the financial interest of the City when foreclosure is pending by a lien holder on the property as a result of nonpayment by the mortgagor. RLF funds may not be used to purchase the property.

Revolving Loan Funds, or funds from other sources as may be appropriate, may be expended on legal fees upon recommendation of the Brownfields Committee, to acquire a permanent interest in or to obtain temporary control of the assisted property in order to protect the financial interest of the RLF Program upon general default of the borrower or when foreclosing by a lien holder would seriously affect the investment of the RLF in the property and/or the RLF loan program. Real estate acquired by the City pursuant to foreclosure of a deed of trust securing a loan under the RLF Program may be disposed of in accordance with City of Springfield Administrative Memo 5D, Disposition of Surplus Real Estate.

The Director of the Planning and Development is authorized, upon recommendation of the Brownfields Committee, and with EPA approval, to write off a debtor's liability for the portion of indebtedness which is in excess of the property's fair market value when the property is sold under the following circumstances. Nothing contained herein shall be deemed to allow the forgiveness of any debt in contravention of Article 3, Section 39 of the Missouri Constitution.

1. Bankruptcy
2. Foreclosure
3. Conveyance by deed in lieu of foreclosure
4. The property was liquidated to help pay debtor's uninsured medical or nursing home expenses.

One-rdg. _____
P. Hrngs. _____
Pgs. 108
Filed: 10-12-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-266

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING and directing the issuance, sale and delivery by the City of Springfield,
2 Missouri, of Taxable Special Obligation Refunding Bonds, Series 2021A,
3 in a principal amount not to exceed \$3,000,000 for the purpose of
4 providing funds to refund the Refunded Bonds (as defined below);
5 authorizing and approving certain documents in connection with the
6 issuance of the Bonds; authorizing certain other documents and actions
7 in connection therewith; and declaring an emergency.
8
9

10 WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home rule
11 charter city and political subdivision of the State of Missouri, duly created, organized and
12 existing under and by virtue of the Constitution and laws of the State of Missouri and the City's
13 charter; and
14

15 WHEREAS, the City desires to issue Taxable Special Obligation Refunding Bonds,
16 Series 2021A (the "Bonds"), in a principal amount not to exceed \$3,000,000 to (1) currently
17 refund the Springfield Center City Development Corporation Taxable Revenue Bonds, Series
18 2002C (Jordan Valley Park Project) (the "Refunded Bonds"), and (2) provide for payment of
19 costs of issuance of the Bonds; and
20

21 WHEREAS, the City is authorized under the City's charter and the Constitution of the
22 State of Missouri to issue and sell special obligation bonds for the purpose of refunding the
23 Refunded Bonds, with the principal of and interest on such special obligation bonds being
24 payable by the City only upon appropriation of moneys therefore by the City Council; and
25

26 WHEREAS, the Bonds shall not constitute a general obligation of the City, nor shall the
27 Bonds constitute an indebtedness of the City within the meaning of any constitutional, statutory
28 or charter provision, limitation or restriction, and the taxing power of the City will not be pledged
29 to the payment of the principal of or interest on the Bonds.
30

31 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
32 SPRINGFIELD, MISSOURI, AS FOLLOWS:
33

34 Section 1 - Authorization of Bonds. There shall be issued and hereby are authorized and
35 directed to be issued one series of special obligation bonds designated as follows: Taxable
36 Special Obligation Refunding Bonds, Series 2021A (the "Bonds") (with such additional
37 appropriate series identifier as the officers of the City deem necessary), in a principal amount

not to exceed \$3,000,000, for the purpose of refunding the Refunded Bonds and paying costs related to the issuance of the Bonds.

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 with a true interest cost not exceeding **2.00%** 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 June 1, 2022. The Bonds shall have such other terms to be determined in the manner described in the following paragraph.

The 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 **\$3,000,000**, (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 **2028**, (c) the purchase price for the Bonds shall not be less than **95%** of the principal amount thereof, (d) the weighted average maturity of the Bonds shall not be less than **1.6** years nor more than **5.6** 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 with a true interest cost not exceeding **2.00%** per annum, and (g) an underwriter's discount not to exceed **0.90%** of the proceeds of the Bonds plus an underwriter's expense allowance of not to exceed **0.05%** of the proceeds of the Bonds, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price (including any discount or premium) which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Bonds in the then bond market for the Bonds. The determination of the Committee and the final terms of the Bonds shall be set forth in the Indenture and the Bond Purchase Agreement (herein defined) upon the execution thereof.

Section 3 - Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by the City Council of the City at this meeting (copies of which documents are attached hereto), with such changes therein as shall be approved by the officers of the City executing such documents:

- (a) Trust Indenture (the "Indenture") between the City and BOKF, N.A., as Trustee (the "Trustee"), pursuant to which the Bonds shall be issued, in substantially the form attached hereto as Exhibit A; and
- (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); and

- 88 (c) Continuing Disclosure Agreement between the City and the Trustee, as
89 Dissemination Agent, under which the City agrees to provide continuing
90 disclosure of certain financial information, operating data and material events, for
91 the benefit of the owners of the Bonds and to assist Stifel, Nicolaus & Company,
92 Incorporated (the "Purchaser") in complying with Rule 15c2-12 of the Securities
93 and Exchange Commission, in substantially the form attached hereto as Exhibit
94 C; and
95
96 (d) Bond Purchase Agreement (the "Bond Purchase Agreement") under which the
97 City agrees to sell the Bonds to the Purchaser at the purchase price and upon
98 the terms and conditions set forth therein, in substantially the form attached
99 hereto as Exhibit D.

100
101 Section 4 - Preliminary and Final Official Statement. The Preliminary Official Statement,
102 in substantially the form attached hereto as Exhibit B, is hereby ratified and approved, and the
103 final Official Statement is hereby authorized and approved by supplementing, amending and
104 completing the Preliminary Official Statement, with such changes and additions thereto as are
105 necessary to conform to and describe the transaction. The City Manager is hereby authorized to
106 execute the final Official Statement as so supplemented, amended and completed, and the use
107 and public distribution of the final Official Statement by the Purchaser in connection with the
108 reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby
109 authorized to execute and deliver a certificate pertaining to such Official Statement as
110 prescribed therein, dated as of the date of payment for and delivery of the Bonds.
111

112 For the purpose of enabling the Purchaser to comply with the requirements of Rule
113 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the
114 information regarding the City contained in the Preliminary Official Statement to be "final" as of
115 its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and
116 the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser
117 a letter or certification to such effect and to take such other actions or execute such other
118 documents as such officers in their reasonable judgment deem necessary to enable the
119 Purchaser to comply with the requirement of such Rule.
120

121 The City agrees to provide to the Purchaser within seven business days of the date of
122 the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to
123 comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange
124 Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking
125 Board.
126

127 Section 5 - Security for the Bonds.
128

- 129 (a) Security for the Bonds. The Bonds shall be special obligations of the City payable
130 as to both principal and interest solely from annual appropriations of funds by the
131 City for such purpose to be deposited in the debt service fund, as established
132 under the Indenture. The covenants and agreements of the City contained
133 herein, in the Indenture and in the Bonds shall be for the equal benefit, protection
134 and security of the legal owners of any or all of the Bonds, all of which Bonds
135 shall be of equal rank and without preference or priority of one Bond over any
136 other Bond in the application of the funds to the payment of the principal of and
137 the interest on the Bonds, or otherwise, except as to the rate of interest and
138 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 in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and under the Indenture and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

Section 6 - Covenant to Request Appropriations. The City Council hereby directs that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to Section 5 hereof, the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds in the next succeeding fiscal year of the City, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding fiscal year of the City.

Section 7 - Refunding and Redemption of Refunded Bonds. The City Council hereby authorizes and approves the current refunding and redemption of the Refunded Bonds on or about December 2, 2021, or a date as soon thereafter as practicable, as determined by the Director of Finance, at a redemption price of 100% of the principal amount of bonds redeemed, plus accrued interest.

Section 8 - Execution of Documents. The City is hereby authorized to enter into and the Mayor, City Manager, Director of Finance and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents and the Bonds and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9 - Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 10 - Further Authority. The officers of the City, including the Mayor, the City Manager, the Director of Finance, the City Attorney and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may

190 approve, and the execution or taking of such action shall be conclusive evidence of such
191 necessity or advisability.

192
193 Section 11 - Governing Law. This Ordinance shall be governed exclusively by and
194 construed in accordance with the applicable laws of the State of Missouri.

195
196 Section 12 - Emergency Measure; Effective Date. The City Council finds and declares
197 that this Ordinance constitutes an emergency because it pertains to the payment of expenses of
198 the City. Therefore, this Ordinance shall take effect and be in full force and effect immediately
199 after its passage by the City Council of the City.

200
201 Section 13 - Electronic Storage of Documents. The City agrees that the transaction
202 described herein may be conducted and related documents may be sent, received and stored
203 by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of
204 original executed documents shall be deemed to be authentic and valid counterparts of such
205 original documents for all purposes, including the filing of any claim, action or suit in the
206 appropriate court of law.

207
208 Passed at meeting: _____

209
210
211 _____
212 Mayor

213
214 Attest: _____, City Clerk

215
216
217 Filed as Ordinance: _____

218
219 Approved as to Form: Rhonda Lewsader, City Attorney

220
221
222 Approved for Council Action: Jason A. Hage, City Manager
223

EXPLANATION TO COUNCIL BILL 2021-266

FILED: 10-12-21

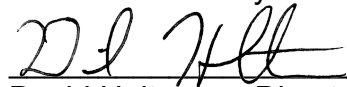
ORIGINATING DEPARTMENT: Finance

PURPOSE: Directing the issuance, sale and delivery of Taxable Special Obligation Refunding Bonds, Series 2021A in a principal amount not to exceed \$3,000,000 for the purpose of providing funds to refund the Springfield Center City Development Corporation Taxable Revenue Bonds, Series 2002C (Jordan Valley Park Project), related issuance costs, authorizing and approving certain documents and declaring an emergency.

BACKGROUND INFORMATION: The City of Springfield has a debt policy that allows for the refunding of outstanding debt if the present value savings is approximately 5% of the principal amount being refunded. Periodically, all outstanding debt is reviewed to determine if there are refunding opportunities that meet the policy guidelines. After the most recent review, this bond issue was selected for refunding. The average present value savings is approximately 19.0%. The total savings achieved with the refunding is expected to be \$507,000 over the remaining term of the bonds.

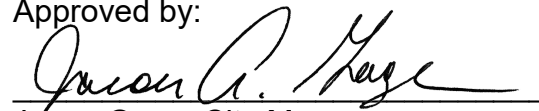
This ordinance is presented as an emergency under Section 2.12(3) of the City Code of Springfield as it relates to the payment of expenses of City government. Council is not expected to vote on this ordinance immediately after the first reading. The Ordinance is presented as an emergency bill to allow changes to the ordinance, such as modifications to the bond terms and updated financial information after the first reading and prior to final approval by City Council.

Recommended by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

Gilmore & Bell, P.C.

September 27, 2021

\\dcfs\Data\wpdata\TES\, Springfield MO - Tax Spec Ob Ref Bonds, Series 2021A (600634.20108)\Indenture
v2.docx

TRUST INDENTURE

Dated as of December 1, 2021

Between

CITY OF SPRINGFIELD, MISSOURI

and

**BOKF, N.A.,
as Trustee**

**\$(Principal Amount)
City of Springfield, Missouri
Taxable Special Obligation Refunding Bonds
Series 2021A**

TRUST INDENTURE

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals	1
Granting Clauses	1

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms	2
Section 102. Rules of Construction	7

ARTICLE II

THE BONDS

Section 201. Authorization, Issuance and Terms of Bonds	7
Section 202. Nature of Obligations.....	8
Section 203. Execution, Authentication and Delivery of Bonds	8
Section 204. Registration, Transfer and Exchange of Bonds	9
Section 205. Description of Bonds	10
Section 206. Mutilated, Lost, Stolen or Destroyed Bonds.....	11
Section 207. Cancellation and Destruction of Bonds Upon Payment.....	11

ARTICLE III

RESERVED

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds; Application of Bond Proceeds and other Moneys	12
Section 402. Transfer of Appropriated Funds by City.....	13
Section 403. Debt Service Fund	13
Section 404. Project Fund.....	13
Section 405. [Reserved].....	14
Section 406. Non-Presentment of Bonds.....	14
Section 407. Transfer of Funds.....	14

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust	14
Section 502. Investment of Moneys	14

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. City to Issue Bonds and Execute Indenture	15
Section 602. Covenant to Request Appropriations	15
Section 603. Performance of Covenants	15
Section 604. Instruments of Further Assurance	15
Section 605. General Limitation on City Obligations	15
Section 606. Recording and Filing	15
Section 607. Possession and Inspection of Books and Documents	16

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default	16
Section 702. Acceleration	16
Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession ..	17
Section 704. Appointment of Receivers in Event of Default	17
Section 705. Exercise of Remedies by the Trustee	18
Section 706. Limitation on Exercise of Remedies by Owners	18
Section 707. Right of Owners to Direct Proceedings	19
Section 708. Application of Moneys in Event of Default	19
Section 709. Remedies Cumulative	20
Section 710. Delay or Omission Not Waiver	20
Section 711. Effect of Discontinuance of Proceedings	20
Section 712. Waivers of Events of Default	20

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts	20
Section 802. Fees, Charges and Expenses of the Trustee	24
Section 803. Notice of Default	24
Section 804. Intervention by the Trustee	24
Section 805. Successor Trustee Upon Merger, Consolidation or Sale	24
Section 806. Resignation or Removal of Trustee	25
Section 807. Appointment of Successor Trustee	25
Section 808. Qualifications of Trustee and Successor Trustees	25
Section 809. Vesting of Trusts in Successor Trustee	26
Section 810. Trust Estate May be Vested in Co-Trustee	26
Section 811. Annual Statement	26

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal	27
--	----

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture	27
Section 902. Bonds Deemed to Be Paid	28

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners	29
Section 1002. Supplemental Indentures Requiring Consent of Owners	29
Section 1003. Opinion of Bond Counsel	30

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners	30
Section 1102. Notices	31
Section 1103. Limitation of Rights Under the Indenture	32
Section 1104. Suspension of Mail Service	32
Section 1105. Business Days	32
Section 1106. Immunity of Officers, Employees and Members of City	32
Section 1107. No Sale	32
Section 1108. Severability	32
Section 1109. Execution in Counterparts	32
Section 1110. Governing Law	33
Section 1111. Electronic Storage of Documents	33

Signatures and Seals	S-1, S-2
-----------------------------------	----------

Schedule 1 - The Refunded Bonds

Exhibit A - Form of Bonds

Exhibit B - Form of Disbursement Request – Costs of Issuance Account

* * *

TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of December 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 Taxable Special Obligation Refunding Bonds, Series 2021A (the “Bonds”) to (a) currently refund certain revenue bonds described in **Schedule 1** hereto (the “Refunded Bonds”), and (b) provide for payment of costs of issuance of the Bonds.

3. On November 1, 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 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 of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment 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 Taxable Special Obligation Refunding Bonds, Series 2021A, 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.

“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 and the Continuing Disclosure Agreement and any other documents entered into in connection with the refunding of the Refunded Bonds.

“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 Fund**” means the fund by that name created in **Section 401** hereof, including within such fund the “*Costs of Issuance Account*” and the “*Refunding Account*”.

“**Record Date**” for the interest payable on any Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such Payment Date.

“**Refunded Bonds**” means the bonds described in **Schedule 1** hereto.

“**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.

“**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) refund the Refunded Bonds, and (2) provide for payment of costs of issuance of the Bonds, which series of bonds shall be designated “Taxable Special Obligation Refunding Bonds, Series 2021A” (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 December [2], 2021 and shall become due in the amounts on the maturity dates, 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 June 1, 2022.

Serial Bonds

<u>Stated Maturity</u> <u>June 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2022	\$,000	%
2023	,000	
2024	,000	
2025	,000	
2026	,000	
2027	,000	
2028	,000	

- (c) The Bonds are *not* subject to redemption prior to their maturity.
- (d) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.

- (e) 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.
 - (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.
- (f) 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 or is about to, 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 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

[RESERVED]

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 Taxable Special Obligation Refunding Revenue Bonds, Series 2021A Project Fund (the “Project Fund”), and within such fund 2 separate and segregated trust accounts designated the “*Costs of Issuance Account*” and the “*Refunding Account*”.
 - (2) City of Springfield, Missouri Taxable Special Obligation Refunding Revenue Bonds, Series 2021A Debt Service Fund (the “Debt Service 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 \$_____, 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 Account in the Project Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 404(a)** hereof.
 - (2) The remaining net proceeds of the Bonds in the amount of \$_____ shall be deposited in the Refunding Account in the Project Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 404(b)** 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 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

Second, 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. Project Fund. Moneys in the Project Fund shall be disbursed as follows:

- (a) *Costs of Issuance Account.* Moneys in the Cost of Issuance Account in the Project 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 Account on June 1, 2022, shall be deposited, without further authorization, into the Debt Service Fund. In making payments and disbursements pursuant to this Section, the Trustee may rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent investigation in connection with the matters set forth in the written requests.
- (b) *Refunding Account.* The Bond Trustee shall transfer by wire transfer, without further authorization, the amount of \$_____ to the trustee and paying agent for the Refunded Bonds for deposit in the debt service fund for the Refunded Bonds, which

amount shall be applied to pay the principal of and interest on the Refunded Bonds on the redemption date.

Section 405. [Reserved].

Section 406. Non-Presentation of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, 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.

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 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.

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, in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.
- (b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.
- (c) If the principal of all Bonds have been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712** hereof, then, subject to the provisions of subsection (b) above of this Section in the event that the

principal of all Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of Bonds then Outstanding with respect to which an Event of Default has occurred, except a default:

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond; or
- (b) in respect of a covenant or provision hereof which under **Article X** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts

under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

- (a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.
- (b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.
- (c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the City or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** hereof other than for the earnings thereon. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.
- (d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.
- (e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner

of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

- (f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.
- (g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.
- (h) The Trustee shall not be required to take notice of any Event of Default, other than a failure to make any payment on the Bonds when due, unless the Trustee is specifically notified in writing of such Event of Default by the City or by the Owners of at least 10% in aggregate principal amount of all Bonds then Outstanding.
- (i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the components of the project originally financed with the proceeds of the Refunded Bonds, including all books, papers and records of the City pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.
- (j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.
- (k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.
- (l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** hereof concerning the payment of principal and interest on the Bonds, declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs, liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

- (m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.
- (n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.
- (o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.
- (p) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by Electronic Notice, provided, however, that such instructions or directions shall be signed by an Authorized City Representative. If the City elects to give the instructions by Electronic Notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such Electronic Notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. "Electronic Notice" means notice given by telecopy or facsimile transmission or similar electronic means of communication, including but not limited to e-mail, which produces evidence of transmission.
- (q) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:
 - (1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;
 - (2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;
 - (3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to

the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

- (4) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and
- (5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the City for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys transferred by the City are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Fourth* of **Section 402** on any Payment Date, the unpaid portion shall be carried forward to the next Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

Section 803. Notice of Default. If a default occurs of which the Trustee is required to take notice or notice is given to the Trustee as provided in **Section 801(h)** hereof, then the Trustee shall give written notice thereof to the City within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702** hereof) by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(l)** hereof as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be

consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808** hereof, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City and the Owners, and such resignation shall take effect upon the appointment of a successor Trustee pursuant to **Section 807** hereof. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which with notice or the lapse of time will become an Event of Default as provided in **Section 701(a)** hereof, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The City or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 808. Qualifications of Trustee and Successor Trustees. The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank qualified to do business in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$75,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the City, by a guarantor with such combined capital and surplus. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 810. Trust Estate May be Vested in Co-Trustee.

- (a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.
- (b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.
- (c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.
- (d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement. Unless the Trustee is doing so on a more frequent basis, the Trustee shall render an annual statement for each calendar year ending December 31 to the City and, if so requested and the expense thereof is paid, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting

period and shall include the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

- (a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.
- (b) The City may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay Bonds when such Bonds are duly presented to it for payment, 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 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 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 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.

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

REFUNDED BONDS

The Refunded Bonds consist of the Springfield Center City Development Corporation Taxable Revenue Bonds, Series 2002C (Jordan Valley Park Project), with a stated maturity of June 1, 2028, currently outstanding in the principal amount of \$2,600,000.

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

**TAXABLE SPECIAL OBLIGATION REFUNDING BOND
SERIES 2021A**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	June 1, 20__	December [2], 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 June 1, 2022, 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 "Taxable Special Obligation Refunding Bonds, Series 2021A," in the aggregate principal amount of \$[Principal Amount] (the "Bonds"), issued by the City to refund the Refunded Bonds and provide for payment of costs of issuance of the Bonds, by, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to a Trust Indenture dated as of December 1, 2021, between the Trustee and the City (the "Indenture") and proceedings duly and legally had by the governing body of the City.

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 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 ACCOUNT
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A**

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 December 1, 2021, from the City of Springfield, Missouri, to said Trustee (the “Indenture”)

Pursuant to Section 404(a) of the Indenture, the City of Springfield, Missouri (the “City”) requests payment from the Costs of Issuance Account in accordance with this request and said Section 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 Account.
5. Each item listed above has not previously been paid or reimbursed from moneys in the Costs of Issuance Account and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed from Bond proceeds.
6. There has not been filed with or served upon the City any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: Authorized City Representative

ATTACHMENT I

**TO WRITTEN REQUEST FOR DISBURSEMENT FROM THE
COSTS OF ISSUANCE ACCOUNT
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A**

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 for which the obligation to be paid was incurred
---	-------------------	--

Moody's Rating:

See "RATING" herein

BOOK ENTRY ONLY

The interest on the Bonds is included in gross income for federal income tax purposes and is not exempt from Missouri income taxation. See "TAX MATTERS" in this Official Statement.

\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A

Dated: Date of Delivery

Due: June 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 June 1, 2022.

The Bonds are *not* subject to redemption prior to maturity.

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 December __, 2021.

STIFEL

The date of this Official Statement is November __, 2021.

* Preliminary, subject to change.

\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A

MATURITY SCHEDULE*

Maturity	Principal	Interest		
<u>June 1</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>
2022	\$,000			
2023	,000			
2024	,000			
2025	,000			
2026	,000			
2027	,000			
2028	,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.

TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
INTRODUCTION	1	MISCELLANEOUS.....	9
Purpose of this Official Statement.....	1	Certification and Other Matters Regarding	
The City	1	Official Statement.....	9
The Bonds.....	1	Additional Information	9
Security and Source of Payment.....	1		
Financial Statements.....	2	APPENDIX A: City of Springfield, Missouri -	
Continuing Disclosure Information	2	General, Economic and Financial	
Bond Rating.....	2	Information	
THE CITY	2	APPENDIX B: Definitions of Words and Terms	
PLAN OF FINANCING	2	and Summary of the Indenture	
Authorization and Purpose of the Bonds	2	APPENDIX C: Summary of the Continuing	
Refunding of the Refunded Bonds	2	Disclosure Agreement	
Sources and Uses of Funds.....	3	APPENDIX D: City of Springfield, Missouri,	
THE BONDS	3	Comprehensive Annual Financial	
Description of the Bonds	3	Report with Independent	
No Redemption.....	3	Auditor's Report for the Year	
Book-Entry Only System.....	3	Ended June 30, 2020	
Registration, Transfer and Exchange of Bonds		APPENDIX E: Book-Entry Only System	
Upon Discontinuance of Book-Entry Only		APPENDIX F: Report of GRS Retirement	
System	3	Consulting - Missouri LAGERS	
SECURITY AND SOURCES OF		GASB Statement No. 68	
PAYMENT FOR THE BONDS.....	4	Employer Reporting Accounting	
Sources of Payment	4	Schedules - June 30, 2020;	
RISK FACTORS.....	4	City of Springfield Police	
Coronavirus and Other Health-Related Risks....	5	Officers' and Fire Fighters'	
LEGAL MATTERS.....	6	Retirement System Actuarial	
Legal Proceedings.....	6	Valuation as of June 30, 2020;	
Approval of Legality	6	City of Springfield Police	
TAX MATTERS	7	Officers' and Fire Fighters'	
Tax Status of the Bonds - Federal and State of		Retirement System GASB 67	
Missouri.....	7	and 68 Disclosure for Fiscal	
Other Tax Consequences	7	Year July 1, 2019, to June 30,	
RATING	8	2020	
UNDERWRITING.....	8		
CONTINUING DISCLOSURE	8		
General	8		
Compliance With Prior Continuing Disclosure			
Undertakings.....	9		

OFFICIAL STATEMENT
\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A

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 Taxable Special Obligation Refunding Bonds, Series 2021A (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 December 1, 2021 (the “**Indenture**”), between the City and BOKF, N.A. (the “**Trustee**”). The Bonds are being issued for the purpose of (i) currently refunding \$2,600,000 outstanding principal amount of the Springfield Center City Development Corporation Taxable Revenue Bonds, Series 2002C (Jordan Valley Park Project) (the “**Refunded Bonds**”), 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 credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the

* Preliminary, subject to change.

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, 2020.*

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 currently refunding the Refunded Bonds and paying costs of issuance for the Bonds.

Refunding of the Refunded Bonds

To effect the current refunding of the Refunded Bonds, \$_____ will be deposited with the trustee and paying agent for the Refunded Bonds which amount will be sufficient, without consideration of reinvestment, to pay the principal, interest and premium due on the Refunded Bonds on or about December [2], 2021.

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]]*
Total.....	\$ _____

Uses of Funds:

Deposit to the Refunding Account	\$ _____
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 on June 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 June 1, 2022. 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.

No Redemption

The Bonds are *not* subject to redemption prior to maturity.

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.

* Preliminary, subject to change.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Sources of Payment

Annual Appropriation Obligations. The Bonds and the interest thereon constitute special obligations of the City payable solely from Appropriated Moneys. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property to the City to pay the principal of and interest on the Bonds. See “***Appendix B – Definitions of Words and Terms and Summary of the Indenture.***”

In the Bond Ordinance, the City Council has directed the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals, subject to the provisions of the Indenture, from and after delivery of the Bonds and so long as any of the Bonds are outstanding, to (1) include in each annual budget prepared and presented to the City Council an appropriation of the amount necessary to pay debt service on the Bonds in the next succeeding Fiscal Year, and (2) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

The payment of the principal of and interest on the Bonds and other payments by the City under the Indenture are subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council. No property of the City is pledged or encumbered as security for payment of the Bonds.

RISK FACTORS

The following describes certain risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

THE BONDS DO NOT GIVE RISE TO A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY, THE STATE OF MISSOURI, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER DEBT LIMITATION OR PROVISION.

THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE ANNUAL APPROPRIATION OF FUNDS BY THE CITY FOR THAT PURPOSE AS DESCRIBED HEREIN. IN EACH FISCAL YEAR, PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE MADE SOLELY FROM THE AMOUNTS APPROPRIATED THEREFOR FROM (1) THE INCOME AND REVENUES OF THE CITY PROVIDED FOR SUCH YEAR PLUS (2) ANY UNENCUMBERED BALANCES FOR PREVIOUS YEARS, AND THE DECISION WHETHER TO MAKE SUCH APPROPRIATION EACH YEAR SHALL BE WITHIN THE SOLE DISCRETION OF THE THEN CURRENT CITY COUNCIL. SUBJECT TO THE PRECEDING SENTENCE, THE OBLIGATIONS OF THE CITY TO MAKE PAYMENTS HEREUNDER AND TO PERFORM AND OBSERVE ANY OTHER COVENANT AND AGREEMENT CONTAINED IN THE INDENTURE SHALL BE ABSOLUTE AND UNCONDITIONAL.

IF THE CITY FAILS TO APPROPRIATE AMOUNTS SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS IN ANY FISCAL YEAR, NO OTHER FUNDS OR PROPERTY WILL BE AVAILABLE TO PAY SUCH PRINCIPAL AND INTEREST. NO PROPERTY OF THE CITY IS PLEDGED OR ENCUMBERED TO SECURE PAYMENT OF THE BONDS. NO DEBT SERVICE RESERVE FUND HAS BEEN ESTABLISHED FOR THE BONDS.

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 and surrounding area is experiencing 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 that serve both the City and the southwest Missouri region. 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 worked in the area through the beginning of August. The City has recently seen an increase in its vaccination rate.

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.

Tax Status of the Bonds - Federal and State of Missouri

No Federal or Missouri Tax Exemption. The interest on the Bonds is *included* in gross income for federal income tax purposes, in accordance with an owner's normal method of accounting, and is *not* exempt from income taxation by the State of Missouri.

No Other Opinions. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds. Purchasers of the Bonds should consult their tax advisors as to the applicability of these tax consequences and other income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

Other Tax Consequences

Sale, Exchange, Legal Defeasance or Retirement of Bonds. Upon the sale, exchange, legal defeasance 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, legal defeasance 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, legal defeasance 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. 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 \$_____ (\$[Principal Amount].00* par amount of the Bonds, less an underwriting discount of \$_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter's business activities. The Underwriter will sell certain of the Bonds at a price greater than such purchase price, as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices. In connection with this offering, the Underwriter may overallocate or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has read and participated in the preparation of certain portions of this Official Statement and has supervised the compilation and editing thereof. The Underwriter has not, however, independently verified the factual and financial information contained in this Official Statement and, accordingly, expresses no view as to the sufficiency or accuracy thereof.

To the extent legally permitted, the City has agreed to indemnify the Underwriter against certain civil liabilities, including certain liabilities under the federal securities laws.

CONTINUING DISCLOSURE

General

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has agreed to have updated financial information

* Preliminary, subject to change.

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 enumerated 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 year ended 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, 2016 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, 2020. 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, 2018, and June 30, 2020, but did not timely cross-reference the audited financial statements on EMMA to all outstanding issues. The City was late filing notice of the incurrence of a material "Financial Obligation" as defined in SEC Rule 15c2-12. The City was a borrower on three issues issued by the State Environmental Improvement and Energy Resources Authority in 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.

[Remainder of Page Intentionally Left Blank]

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPENDIX A
CITY OF SPRINGFIELD, MISSOURI
GENERAL, ECONOMIC AND FINANCIAL INFORMATION

APPENDIX B

DEFINITIONS OF WORDS AND TERMS AND SUMMARY OF THE INDENTURE

APPENDIX C

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**

Gilmore & Bell, P.C.

September 14, 2021

\\dcfs\Data\wpdata\TES\, Springfield MO - Taxable Spec Ob Ref Bonds, Series 2021A (600634.20108)\CDA
v1.docx

CONTINUING DISCLOSURE AGREEMENT

Dated as of December 1, 2021

Between

CITY OF SPRINGFIELD, MISSOURI

And

BOKF, N.A.

**\$(Principal Amount)
Taxable Special Obligation Refunding Bonds
Series 2021A**

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of December 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) Taxable Special Obligation Refunding Bonds, Series 2021A** (the “**Bonds**”), pursuant to Trust Indenture dated as of December 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, 2022, 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

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Springfield, Missouri

Name of Bond Issue: \$[Principal Amount] Taxable Special Obligation Refunding Bonds, Series 2021A (the “Bonds”)

Name of Obligated Person: City of Springfield, Missouri (the “City”)

Date of Issuance: December [2], 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 December 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

\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A

[Dated Date], 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 Taxable Special Obligation Refunding Bonds, Series 2021A (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 November ___, 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 [Dated Date], 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 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, 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. Receipt for Bonds and Closing Certificate. The Underwriter’s Receipt for Bonds and Closing Certificate delivered at closing shall be in substantially the form attached as **Exhibit A** hereto.

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 _____, 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, (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 December ____, 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) 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

(ii) 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

(iii) 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

(iv) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(v) 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 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 Continuing Disclosure Agreement duly executed by the City and the Dissemination Agent;
- (vi) Letter from Moody's Investors Service, assigning a rating of "_____."
- (vii) The Indenture, duly executed by the City and Trustee;
- (viii) 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;
- (ix) A copy of the Blanket Issuer Letter of Representations; and
- (x) 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: Jason Gage
Title: City Manager

SCHEDULE I
TO
BOND PURCHASE AGREEMENT

\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A

Maturity Schedule

<u>Maturity</u> <u>June 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			

Redemption Provisions

Redemption. The Bonds are not subject to redemption prior to maturity.

EXHIBIT A
TO
BOND PURCHASE AGREEMENT

UNDERWRITER’S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

**[\$principal amount]
CITY OF SPRINGFIELD, MISSOURI
TAXABLE SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2021A**

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 [Dated Date], 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. The Original Purchaser has complied with Section 2 of the Purchase Agreement with respect to the offer and sale of the Bonds.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

DATED: December __, 2021.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**, as underwriter

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

One-rdg. _____
P. Hrngs. _____
Pgs. 7 _____
Filed: 10-12-21 _____

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-267

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to amend the Intergovernmental
2 Agreement between the City of Springfield and the School District of
3 Springfield R-12 to share the costs of a third-party vendor to operate a
4 school crossing guard program inside the city limits of Springfield.
5 _____
6

7 WHEREAS, Council Bill 27555 authorized the City of Springfield ("City") to enter
8 into an agreement with the School District of Springfield R-12 ("District") to share the
9 costs of providing crossing guards near schools within the city limits to address safe
10 travel to and from school; and
11

12 WHEREAS, the City and District agreed to share the costs of providing crossing
13 guards near schools; and
14

15 WHEREAS, the City and District wish to modify the terms of the existing
16 agreement to allow the District to be credited for filling crossing guard vacancies with
17 District employees.
18

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

22 Section 1 – The City Manager, or his designee, is hereby authorized to amend
23 the Intergovernmental Agreement with the School District of Springfield R-12 for the
24 sharing of costs for a third-party vendor to operate a school crossing guard program
25 inside the city limits of Springfield, said amendment to be substantially similar to "Exhibit
26 A," attached hereto and incorporated herein by this reference and approved by the City
27 Attorney, and to do those things necessary to carry out the intent of the Agreement.
28

29 Section 2 – This Ordinance shall be in full force and effect from and after
30 passage.
31

32 Passed at meeting: _____
33

34
35
36
37
38
39
40
41
42
43
44
45

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-267

FILED: 10-12-21

ORIGINATING DEPARTMENT: City Manager's Office

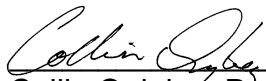
PURPOSE: To authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement ("IGA") Addendum No. 1 between the City of Springfield ("City") and the School District of Springfield R-12 ("District") for sharing the cost of a third-party vendor to operate a school crossing guard 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 2021; however, some changes are necessary as the District assists in filling the open crossing guard positions. The City and the District have agreed to modifications to the Liability and Indemnity section and the Division of Costs section of the agreement.

In the City's contract with the vendor, the City has the ability to charge the vendor as needed for crossing guard positions that are filled in as vacancies occur. The modification to this IGA allows the District to be credited for filling those vacancies with District employees as well as amends the liability and indemnity for the District in performing these tasks.

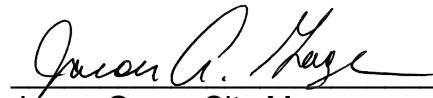
This IGA will run through the 2021-2022 school year ending on June 30, 2022.

Recommended by:



Collin Quigley, Deputy City Manager

Approved by:



Jason Gage, City Manager

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:	
() NEW CONTRACT (X) ADDENDUM () 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 – Addendum No. 1

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 agreed to a division of costs and general conditions associated with the crossing guard program during the School Term; and

WHEREAS, the Parties wish to modify the terms of the existing Agreement.

NOW THEREFORE, the Parties mutually agree as follows:

1. That paragraph 1. Division of Costs is hereby deleted and replaced with a new paragraph 1. Division of Costs which reads 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.
- v. In the event the School District provides crossing guard services pursuant to this Agreement, the City shall reduce any amount owed by the School District pursuant to paragraph 1.b.i. of this Agreement by \$30.00 per hour per crossing location served.

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.
- v. Upon notification from Cross Safe that crossing guard services will not be provided at a given crossing location on a given day, the School District may, at its discretion, provide crossing guard services at that location. If the School District provides crossing guard services in this manner, the School District shall notify the City of the location and length of time crossing guard services were provided by the School District.

2. That paragraph 6. Liability and Indemnity is hereby deleted and replaced by a new paragraph 6. Liability and

Indemnity which reads as follows:

6. Liability and Indemnity.

- a. The Parties agree that the City has entered into a separate contract with Everything Parking Inc. d/b/a Cross Safe ("Cross Safe") to perform school crossing services for District students. The City has sole responsibility for the administration of the Cross Safe contract. The District is not a party to the Cross Safe contract and has no supervision or authority over or responsibility for the actions of Cross Safe, or its successors.
 - b. In the performance of this Contract, City and the District shall be deemed to be and shall be an independent contractor of the other. The City shall be solely responsible for the payment of all wages, contributions, benefits, assessments, and taxes earned by its employees for services provided pursuant to this Contract. The District shall be solely responsible for the payment of all wages, contributions, benefits, assessments and taxes earned by its employees for services provided pursuant to this Contract. The City and District shall separately maintain workers' compensation insurance for each of their employees who perform services pursuant to the Contract.
 - c. The City assumes any and all responsibility for personal injury and property damage attributable to the negligent acts of its employees arising out of the services they provide pursuant to this Contract, subject to the protections of the Missouri Sovereign Immunity Statute, Section 537.600 et seq. RSMo., governmental immunity and official immunity. The District assumes any and all responsibility for personal injury and property damage attributable to the negligent acts of its employees, agents and contractors, arising out of the services they provide pursuant to this Contract, subject to the protections of the Missouri Sovereign Immunity Statute, Section 537.600 et seq. RSMo., governmental immunity, official immunity and the Coverdale Act.
 - d. Notwithstanding any provision to the contrary, the City agrees to indemnify and hold the District harmless for any personal injury and property damages alleged to have been caused, in whole or in part, by District employees who have been assigned by the District to substitute for a Cross Safe employee pursuant to this Contract.
 - e. In no event shall the City be liable to the 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 District be liable to the City for special, indirect, or consequential damages, except those caused by the District's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract.
 - f. Notwithstanding any provision in this Contract to the contrary, the Parties agree that the City and the District are entitled to protection for certain causes of action by Sovereign Immunity pursuant to Section 537.600 *et seq.* and otherwise by governmental immunity and official immunity and nothing in this Contract shall constitute a limitation, restriction, nullification or waiver of the right of the City or District to assert complete immunity from liability pursuant to these immunities. Further, neither the City nor the District shall be required by this Contract to purchase and carry insurance of any type which could constitute a limitation, restriction, nullification or waiver of such immunities.
3. That all other provisions of the aforementioned Contract shall remain in full force and effect.
4. That this Addendum together with the Agreement contain the entire agreement of the parties. No modification, amendment, or waive of any of the provisions of this Agreement shall be effective unless in writing specifically

referring hereto, and signed by both parties.

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

SCHOOL DISTRICT OF SPRINGFIELD R-12

By: _____

Name & Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

Collin Quigley, Deputy City Manager

Approved as to Form:

Assistant City Attorney

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 10-12-21

Sponsored by: Hardinger

COUNCIL BILL 2021- 268 RESOLUTION

A RESOLUTION

1 APPROVING the Mayor's appointment of two members to the Tax Increment
2 Financing Advisory Commission and acknowledging the appointments
3 made by other taxing jurisdictions.
4
5

6 WHEREAS, the City of Springfield, Missouri has created a Tax Increment
7 Financing Advisory Commission ("Commission") in Sec. 2-241 of the Springfield City
8 Code ("Code"); and
9

10 WHEREAS, the Mayor is authorized by § 99.820 RSMo. and Sec. 2-241 of the
11 Code to appoint six of the nine members of the Commission; and
12

13 WHEREAS, under § 99.820 RSMo. and Sec. 2-241 of the Code, a majority of the
14 City Council must consent to the Mayor's appointments; and
15

16 WHEREAS, Sec. 2-241 of the Code requires that of the six members appointed
17 by the Mayor, one member is to be from the Springfield-Greene County Library Board,
18 one is to be from City Council, and the remaining four members are to be from the
19 public at large; and
20

21 WHEREAS, the Mayor has submitted a list of two appointees for approval by City
22 Council; and
23

24 WHEREAS, City Council also desires to acknowledge the appointments made by
25 other taxing jurisdictions.
26

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

30 Section 1 – City Council hereby consents to the Mayor's appointment of two
31 members of the Tax Increment Financing Advisory Commission, whose names are as
32 follows for the term indicated immediately following each name:
33

- 34 a) Regina Greer Cooper, Springfield-Greene County Library Board
35 representative, with term to expire on May 31, 2025; and

b) Brian Fogle, Member at Large, with term to expire on May 31, 2025.

Section 2 – City Council hereby acknowledges the other taxing jurisdictions' new appointments as follows:

Republic School District representative (for redevelopment projects and areas located within the Republic School District):

a) Dr. Matt Pearce, filling the unexpired term of Chance Winstrom, with term to expire May 31, 2022.

Section 3 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-268

FILED 10-12-21

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: A resolution approving the Mayor's appointment of two members to the Tax Increment Finance Advisory Commission.

BACKGROUND INFORMATION: Section 2-241 of the Springfield City Code establishes the creation of the Tax Increment Finance Advisory Commission. The Code also establishes the membership of the TIF Commission in accordance with State law. The Mayor appoints six of the eleven members with the consent of City Council. Of the six, one of the members appointed by the Mayor is to be a member of City Council, one is to be from the Springfield-Greene County Library Board, and the remaining four members from the public at large. The other five members of the Commission are appointed by Greene County (2), the affected school board (2), and all other taxing jurisdictions (1).

The Mayoral appointments are made for four-year terms, which are staggered based on the expiration date of the former Commission members' terms. The other appointments may be made for a specific term or for a period of time to coincide with the Commission's consideration of a specific redevelopment plan or project.

The Mayor's recommended re-appointments to the TIF Commission are as follows:

- Regina Greer Cooper, Library Representative, term to expire May 31, 2025
- Brian Fogle, Member at Large, term to expire May 31, 2025

The other taxing jurisdiction's new appointments are as follows:

Republic School District representatives (for redevelopment projects and areas located within the Republic School District)

- Dr. Matt Pearce, filling unexpired term of Dr. Chance Winstrom, term to expire May 31, 2022

The other members of the TIF Commission, previously approved by City Council Resolution No. 10472 are as follows:

City representatives:

- Richard Ollis, Council member, term to expire May 31, 2023
- Marshall Kinne, Member at Large, term to expire May 31, 2023
- Ron Hawley, Member at Large, term to expire May 31, 2022
- Aaron Jones, Member at Large, term to expire May 31, 2022

Greene County representatives:

- Bob Dixon, term to expire May 31, 2023
- John Russell, term to expire May 31, 2022

Republic School District representatives (for redevelopment projects and areas located within the Republic School District)

- Todd Wojciechowski, term to expire May 31, 2023

REMARKS: Passage of this Resolution will grant the consent of City Council to the Mayoral re-appointments and acknowledge the appointments made by Republic School District. Staff recommends approval.

Submitted and Recommended by:



Sarah Kerner, Economic Development
Director

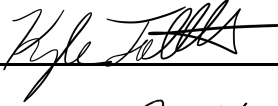
Approved by:



Jason Gage, City Manager

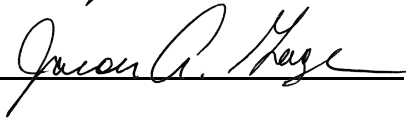
34 Filed as Resolution: _____

35

36 Approved as to form: , Assistant City Attorney

37

38

39 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 269

FILED: 10-12-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, on behalf of the City, to apply for state grant funds in the amount of \$30,000 from the Missouri Department of Conservation to support native plant establishment and enhancement for the Renew Jordan Creek - Main to Boonville Project; and to exercise any and all powers to obtain such funding.

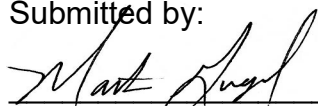
BACKGROUND INFORMATION: The primary objectives of the Renew Jordan Creek Project are to mitigate flooding impacts to buildings in downtown Springfield and provide water quality benefits to the urban watershed. As part of the Renew Jordan Creek masterplan, Jordan Creek will be restored to a naturalized channel in-lieu of the current underground box culvert system. This new naturalized channel with pools and native plantings will be beneficial for urban wildlife habitat as well as a softer lining for enhanced filtration, shading, and other water quality benefits to Jordan Creek. Funding is needed for native plantings to achieve the habitat and water quality goals of the project. The proposed Community Conservation Funding Application is attached as "Exhibit A."

REMARKS: This Council Bill will authorize the City of Springfield to apply for the grant. Matching funds will be provided through the project budget. Public Works recommends approval of this Council Bill.

Supports the following City Council Priorities:

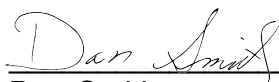
- Quality of Place

Submitted by:



Martin Gugel
Assistant Director of Public Works

Recommended by:



Dan Smith
Director of Public Works

Approved by:



Jason Gage
City Manager

**Missouri Department of Conservation
Community Conservation Funding Application
Potential Funding Sources: Community Conservation Grant, Urban Cost-share**

Project Details:

Need and objectives:

The primary objectives of the Renew Jordan Creek Project are to mitigate flooding impacts to buildings in downtown Springfield and provide water quality benefits to the urban watershed. There are several supporting objectives that tie-in with the primary objective of flood impact mitigation. First, a major goal of the project is to restore Jordan Creek to a naturalized channel in-lieu of the current box culvert system. It is envisioned that a naturalized channel will be beneficial for urban wildlife habitat as well as by providing water quality benefits to Jordan Creek. The design will incorporate naturalized pools and native plantings. Funding is needed for native plantings to achieve the habitat and water quality goals of the project. A conceptual rendering of the Renew Jordan Creek Project area is included as attachment with this application.

Project area Map:

Please see attached exhibit depicting the project area outline and current renderings of the proposed design (Exhibit A). The project incorporates water quality elements. The attached schematic shows the locations of proposed water quality and native planting elements (Exhibit B). As of the time of this application, specific planting list and planting plan are pending with concept level 30% plans anticipated in October 2021.

Expected community benefits:

Jordan creek is heavily influenced by the characteristic karst geology of the Ozarks. Portions of the creek are classified as losing and gaining streams and there are several major springs along the creek as well as many sinkholes throughout the watershed. The vision for the Renew Jordan Creek project is the creation of an urban amenity that will achieve the primary project goals of flood reduction and water quality improvement while serving as an economic catalyst. By providing green space in this urban environment, the overall project will remove and disconnect impervious surface and associated pollution risks to surface water and groundwater from this sensitive, karst-influenced riparian corridor and floodplain. The project will construct a new open, naturalized channel along 1,100 linear feet of Jordan Creek and restore adjacent land as green space with riparian plantings. The City has acquired several miles of riparian buffer downstream of this property. This project would represent another significant step in a healthy, connected riparian corridor along Jordan Creek. This project is also key to fulfilling the overall vision for Jordan Valley, providing connectivity for the Jordan Creek and Wilsons Creek greenway trail system, and enhancing the West Central neighborhood, Historic Route 66 revitalization, and Grant Avenue Parkway efforts.

Approach/ methodology:

The channel design will significantly improve aquatic habitat compared to the existing underground concrete tunnel by incorporating riffles and pools and use of natural materials. Riparian improvements will include native plantings along the creek and tree planting throughout the project to provide shade, habitat, and stormwater benefits. The project will achieve an overall reduction in impervious area in the floodplain through the removal of two existing parking lots. Remediation of soil contamination and restoration of healthy soil will provide riparian and stormwater benefits. New hardscape plaza elements

and structures that will be incorporated as community amenities will be designed with stormwater green infrastructure such as rain gardens, native plantings, and pervious pavers whenever feasible.

Budget summary:

A preliminary construction estimate is attached (Exhibit C). This cost estimate was developed following community engagement activities but prior development of 30% concept plans. It is expected that this budget will be further honed as the design process continues. Landscape items are highlighted in the itemized construction estimate and total landscape estimated construction cost is \$299,500.00.

Total MDC Request:

\$30,000.00 (toward native Missouri plants – seeding, plugs, shrubs, & stakes)

Partner match:

\$6,775,000.00 (toward total project costs inclusive of design, construction, and administration costs)

Total Project Cost:

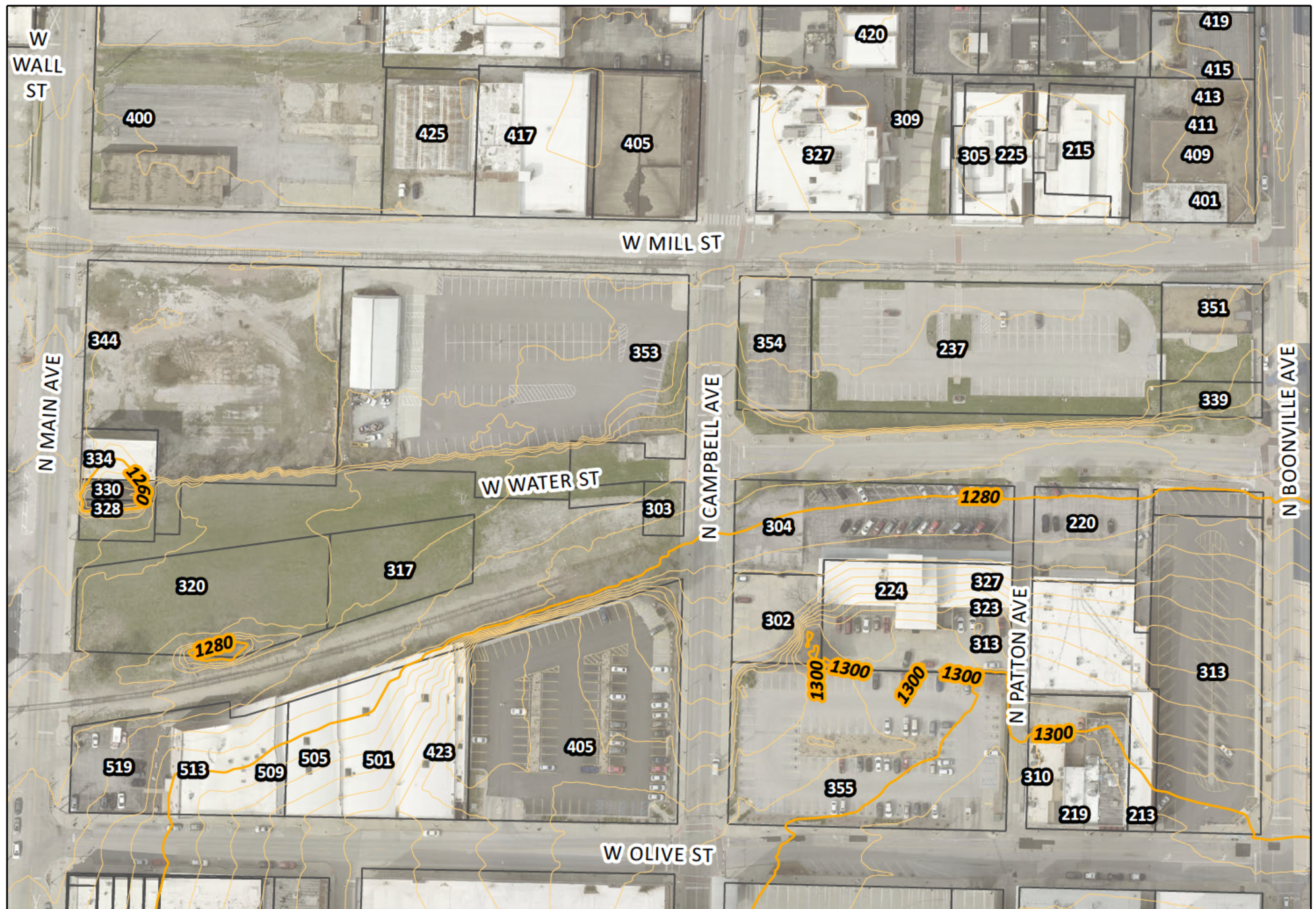
approximately \$20,273,266.00 (May 2021 estimate) inclusive of design, construction, and administrative costs. Construction cost is approximately \$16.5 Million (May 2021 estimate). Funding sources include \$400,000.00 NRДАР Grant, \$300,000.00 EPA Section 319 Grant, & \$6,775,000.00 City Level Property Tax Funds. Construction may need to be phased to meet budget constraints; however, anticipated initial phasing would include water quality elements, landscaping, and plantings.

Budget Table:

Category	MDC Funds	Partner Match	
Native seeding, plugs, shrubs, and stakes	\$30,000.00	\$299,500.00	City of Springfield
Project Design, Construction, Admin.	\$0.00	\$6,775,000.00	City of Springfield
TOTAL			

Submit applications:

Ashley Schnake, Springfield, Ashley.Schnake@mdc.mo.gov

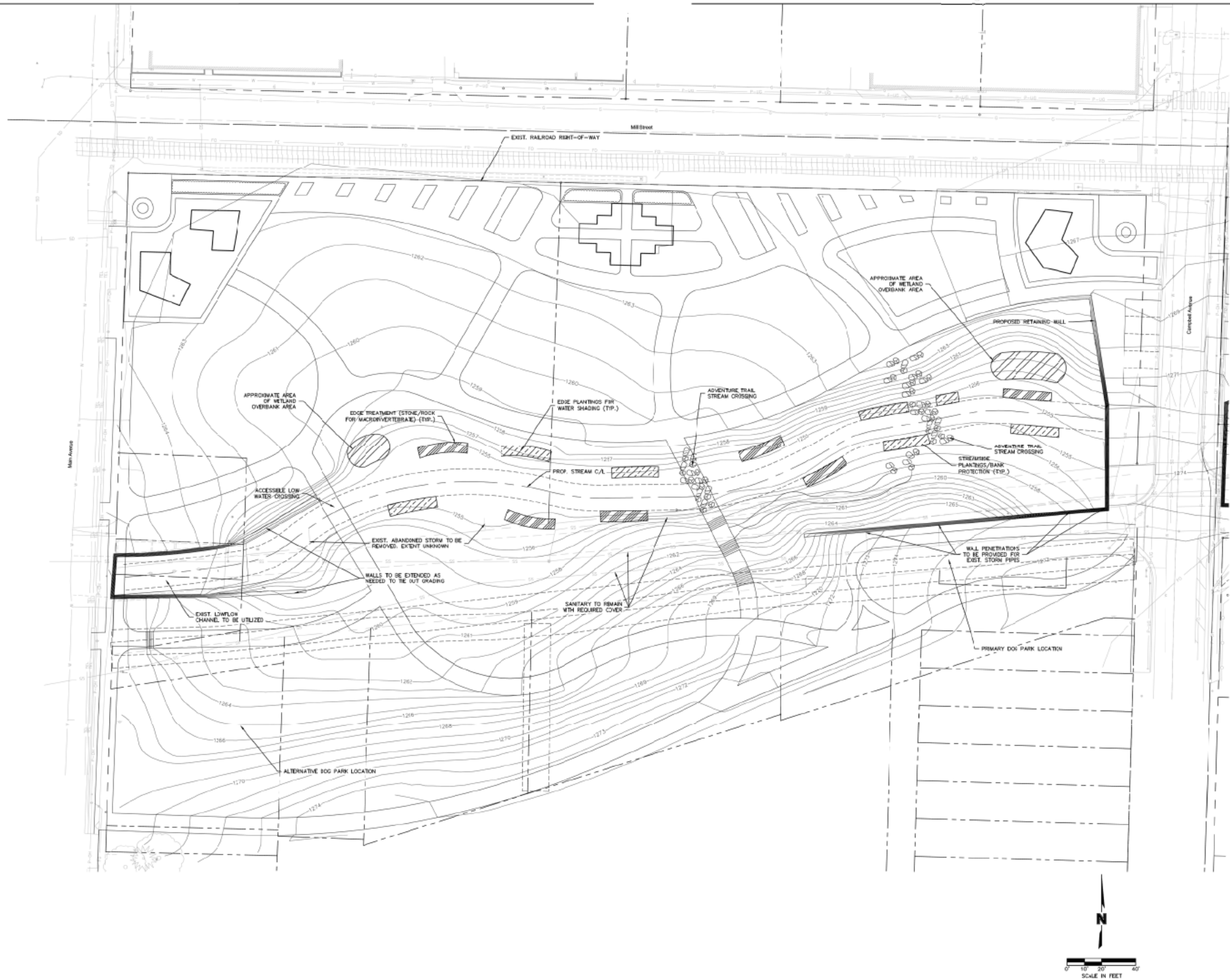




Proposed Project Rendering – (View #1) at intersection of N. Boonville Ave. and W. Water St. looking to the northwest. Depicting naturalized/open channel through center of Site.



Proposed Project Rendering – (View #2) at N. Main Ave., looking northeast across Site toward intersection of N. Boonville Ave. and W. Mill Street.



Spreadsheet Report
B21121 JORDAN CREEK SD BUDGET

Page 1
5/28/2021 5:13 PM

Alternate	Location	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
GENERAL CONDITIONS		GENERAL CONDITIONS			
	01 PRECON				
		Pre-Con GMP	1.00 ls	40,000.00 /ls	40,000
		01 PRECON			40,000
	02 COW GC'S				
		Project Signage	1.00 ea	2,500.00 /ea	2,500
		Site Surveying & Layout	80.00 hrs	125.00 /hrs	10,000
		Mob-Demob Temporary Chain Link Fence	3,500.00 lf	1.37 /lf	4,799
		Temporary Chain Link Fence Rental / Month	52,500.00 lf	0.30 /lf	15,750
		By Pass Pumping & Dewatering	1.00 ls	100,000.00 /ls	100,000
		Daily Clean-up Per Month	15.00 mth	1,533.36 /mth	23,000
		Final Clean-up	1.00 ls	20,000.00 /ls	20,000
		02 COW GC'S			176,049
		GENERAL CONDITIONS GENERAL CONDITIONS			216,049
PRIORITY 01A		PRIORITY 1A			
	02 SITEWORK				
		Mass Grading	1.00 ls	750,000.00 /ls	750,000
		MODOT Type 2 Creek Rip Rap	2,500.00 sy	80.00 /sy	200,000
		Rock Removal	1.00 ls	200,000.00 /ls	200,000
		02 SITEWORK			1,150,000
	02 LANDSCAPE				
		Trees & Plantings	1.00 ls	200,000.00 /ls	200,000
		Seeding	6.50 acre	3,000.00 /acre	19,500
		Boulder Landscaping & Creek Crossings	1.00 ls	300,000.00 /ls	300,000
		02 LANDSCAPE			519,500
	02 SITE DEMO				
		Remove Corner Building	4,200.00 sf	8.10 /sf	34,000
		Remove East Asphalt Parking Lot	43,000.00 sf	0.42 /sf	18,000
		Remove Hotel Terror Building	2,700.00 sf	24.07 /sf	65,000
		Remove West Parking Lot	44,000.00 sf	0.41 /sf	18,000
		Remove West Maintenance Building	4,000.00 sf	8.00 /sf	32,000
		Remove Box Culvert	975.00 lf	153.85 /lf	150,000
		Misc Site Demo	1.00 ls	22,203.68 /ls	22,204
		02 SITE DEMO			339,204
	02 TRAFFIC CONTROL				
		Traffic Control Sub	1.00 ls	10,000.00 /ls	10,000

Spreadsheet Report
B21121 JORDAN CREEK SD BUDGET

Page 2
5/28/2021 5:13 PM

Alternate	Location	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		02 TRAFFIC CONTROL			10,000
	03 R-WALL				
		Retaining Wall	850.00 lf	705.88 /lf	600,000
		03 R-WALL			600,000
	03 SIDEWALK				
		Sidewalk 1A	18,800.00 sf	10.00 /sf	188,000
		03 SIDEWALK			188,000
	06 BRIDGE				
		Pedestrian Bridge	1.00 ls	75,000.00 /ls	75,000
		06 BRIDGE			75,000
	15 SITE UTILITIES				
		Modify/Relocate Unknown Site Utilities	1.00 ls	500,000.00 /ls	500,000
		15 SITE UTILITIES			500,000
	16 ELECTRICAL				
		Electrical	1.00 ls	100,000.00 /ls	100,000
		16 ELECTRICAL			100,000
		PRIORITY 01A PRIORITY 1A			3,481,704
PRIORITY 01B		PRIORITY 1B			
	02 SITEWORK				
		Sitework	1.00 ls	50,000.00 /ls	50,000
		02 SITEWORK			50,000
	02 ARCH BRIDGE				
		Street Reconstruction	2,750.00 sf	20.00 /sf	55,000
		Rehab Arch Bridge	1.00 ls	350,000.00 /ls	350,000
		New Arch Bridge Addition	1.00 ls	650,000.00 /ls	650,000
		02 ARCH BRIDGE			1,055,000
	02 TRAFFIC CONTROL				
		Traffic Control Sub	1.00 ls	5,000.00 /ls	5,000
		02 TRAFFIC CONTROL			5,000
	16 ELECTRICAL				
		Electrical	1.00 ls	25,000.00 /ls	25,000
		16 ELECTRICAL			25,000
		PRIORITY 01B PRIORITY 1B			1,135,000
PRIORITY 01C		PRIORITY 1C			
	02 SITEWORK				
		Sitework	1.00 ls	20,000.00 /ls	20,000
		02 SITEWORK			20,000
	02 BOX CULVERT				

Spreadsheet Report
B21121 JORDAN CREEK SD BUDGET

Page 3
5/28/2021 5:13 PM

Alternate	Location	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
	02 BOX CULVERT				
		Box Culvert under Plaza	135.00 lf	2,000.00 /lf	270,000
		02 BOX CULVERT			270,000
	02 LANDSCAPE				
		Landscape/Softscape Items	1.00 ls	20,000.00 /ls	20,000
		Architectural Elements	1.00 ls	25,000.00 /ls	25,000
		Cascading Water Wall	1.00 ls	150,000.00 /ls	150,000
		02 LANDSCAPE			195,000
	02 TRAFFIC CONTROL				
		Traffic Control Sub	1.00 ls	5,000.00 /ls	5,000
		02 TRAFFIC CONTROL			5,000
	03 R-WALL				
		<i>Plaza perimeter retaining walls????</i>	<i>lf</i>	<i>/lf</i>	
	03 SIDWALK				
		Hardscape 1C	20,000.00 sf	10.00 /sf	200,000
		03 SIDWALK			200,000
	06 BUILDING				
		Commerical Building @ Plaza	2,500.00 sf	225.00 /sf	562,500
		06 BUILDING			562,500
	16 ELECTRICAL				
		Electrical	1.00 ls	40,000.00 /ls	40,000
		16 ELECTRICAL			40,000
		PRIORITY 01C PRIORITY 1C			1,292,500
PRIORITY 01D		PRIORITY 1D			
	02 MAIN BRIDGE				
		Main Ave. Bridge	1.00 ls	2,250,000.00 /ls	2,250,000
		02 MAIN BRIDGE			2,250,000
		PRIORITY 01D PRIORITY 1D			2,250,000
PRIORITY 02		PRIORITY 2			
	02 FENCING				
		Dog Park Fencing	500.00 lf	55.00 /lf	27,500
		02 FENCING			27,500
	03 SIDWALK				
		Trails & walks	3,100.00 sf	8.00 /sf	24,800
		03 SIDWALK			24,800
	06 MISC				
		K9/Human Drinking Fountian	1.00 ea	7,500.00 /ea	7,500
		Dog Park Play Equipment	1.00 ls	10,000.00 /ls	10,000

Spreadsheet Report
B21121 JORDAN CREEK SD BUDGET

Page 4
5/28/2021 5:13 PM

Alternate	Location	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
	06 MISC				
		Small Pavillion & Benches	1.00 ls	15,000.00 /ls	15,000
		06 MISC			32,500
	16 ELECTRICAL				
		Electrical	1.00 ls	15,000.00 /ls	15,000
		16 ELECTRICAL			15,000
		PRIORITY 02 PRIORITY 2			99,800
PRIORITY 03		PRIORITY 3			
	02 SITEWORK				
		Sitework	1.00 ls	10,000.00 /ls	10,000
		02 SITEWORK			10,000
	02 LANDSCAPE				
		Landscape/Softscape Items	1.00 ls	50,000.00 /ls	50,000
		Historical Marker	1.00 ls	10,000.00 /ls	10,000
		02 LANDSCAPE			60,000
	03 SIDEWALK				
		Hardscape 3, 1/2 of area to be hardscaped	10,000.00 sf	10.00 /sf	100,000
		03 SIDEWALK			100,000
	06 BUILDING				
		Pop-up Retail Building	1,500.00 sf	125.00 /sf	187,500
		06 BUILDING			187,500
	16 ELECTRICAL				
		Electrical	1.00 ls	50,000.00 /ls	50,000
		16 ELECTRICAL			50,000
		PRIORITY 03 PRIORITY 3			407,500
PRIORITY 04		PRIORITY 4			
	02 SITEWORK				
		Sitework	1.00 ls	15,000.00 /ls	15,000
		02 SITEWORK			15,000
	02 LANDSCAPE				
		Landscape/Softscape Items	1.00 ls	25,000.00 /ls	25,000
		02 LANDSCAPE			25,000
	03 SIDEWALK				
		Hardscape 4	6,000.00 sf	10.00 /sf	60,000
		03 SIDEWALK			60,000
	06 MISC				
		Wooden Overlook Porches	4,200.00 sf	60.00 /sf	252,000
		Pre-Fab Pedestrian Bridge	100.00 lf	1,800.00 /lf	180,000

Spreadsheet Report
B21121 JORDAN CREEK SD BUDGET

Page 5
5/28/2021 5:13 PM

Alternate	Location	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		06 MISC			432,000
	16 ELECTRICAL				
		Electrical	1.00 ls	40,000.00 /ls	40,000
		16 ELECTRICAL			40,000
		PRIORITY 04 PRIORITY 4			572,000
PRIORITY 05		PRIORITY 5			
	02 SITEWORK				
		Sitework	1.00 ls	10,000.00 /ls	10,000
		Sitework & Main & Mill	1.00 ls	10,000.00 /ls	10,000
		02 SITEWORK			20,000
	02 LANDSCAPE				
		Landscape/Softscape	1.00 ls	10,000.00 /ls	10,000
		Landscape/Softscape @ Main & Mill	1.00 ls	5,000.00 /ls	5,000
		02 LANDSCAPE			15,000
	02 TRAFFIC CONTROL				
		Traffic Control Sub	1.00 ls	5,000.00 /ls	5,000
		02 TRAFFIC CONTROL			5,000
	03 SIDEWALK				
		Hardscape 5	8,500.00 sf	10.00 /sf	85,000
		Hardscape 5 @ Main & Mill	6,000.00 sf	10.00 /sf	60,000
		03 SIDEWALK			145,000
	06 BUILDING				
		Pop-up Retail Building	1,500.00 sf	125.00 /sf	187,500
		Pop-up Retail Building @ Main & Mill	1,500.00 sf	165.00 /sf	247,500
		06 BUILDING			435,000
	16 ELECTRICAL				
		Electrical	1.00 ls	20,000.00 /ls	20,000
		16 ELECTRICAL			20,000
		PRIORITY 05 PRIORITY 5			640,000
PRIORITY 06		PRIORITY 6			
	02 SITEWORK				
		Sitework	1.00 ls	30,000.00 /ls	30,000
		02 SITEWORK			30,000
	02 LANDSCAPE				
		Landscape/Softscape	1.00 ls	20,000.00 /ls	20,000
		02 LANDSCAPE			20,000
	03 SIDEWALK				
		Hardscape 6	12,000.00 sf	10.00 /sf	120,000

Spreadsheet Report
B21121 JORDAN CREEK SD BUDGET

Page 6
5/28/2021 5:13 PM

Alternate	Location	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
	03 SIDEWALK				
		Plaza	5,200.00 sf	12.00 /sf	62,400
		03 SIDEWALK			182,400
	06 BUILDING				
		Modern Treehouse Area	1.00 ls	100,000.00 /ls	100,000
		06 BUILDING			100,000
	16 ELECTRICAL				
		Electrical	1.00 ls	25,000.00 /ls	25,000
		16 ELECTRICAL			25,000
		PRIORITY 06 PRIORITY 6			357,400
PRIORITY 07		PRIORITY 7			
	02 SITEWORK				
		Sitework	1.00 ls	10,000.00 /ls	10,000
		02 SITEWORK			10,000
	02 LANDSCAPE				
		Landscape/Softscape	1.00 ls	50,000.00 /ls	50,000
		02 LANDSCAPE			50,000
	03 SIDEWALK				
		Hardscape 7, 1/4 of area to be hardscaped	3,500.00 sf	10.00 /sf	35,000
		03 SIDEWALK			35,000
	06 BUILDING				
		Large Open-air Pavillion	2,000.00 sf	150.00 /sf	300,000
		06 BUILDING			300,000
	16 ELECTRICAL				
		Electrical	1.00 ls	50,000.00 /ls	50,000
		16 ELECTRICAL			50,000
		PRIORITY 07 PRIORITY 7			445,000
PRIORITY 08		PRIORITY 8			
	02 SITEWORK				
		Demo Street/Sitework	13,000.00 sf	8.00 /sf	104,000
		Decoritve Concrete Paving???	13,000.00 sf	15.00 /sf	195,000
		02 SITEWORK			299,000
	02 TRAFFIC CONTROL				
		Traffic Control Sub	1.00 ls	7,500.00 /ls	7,500
		02 TRAFFIC CONTROL			7,500
	06 BUILDING				
		Gateway Arch	1.00 ls	75,000.00 /ls	75,000

Spreadsheet Report
B21121 JORDAN CREEK SD BUDGET

Page 7
5/28/2021 5:13 PM

Alternate	Location	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		06 BUILDING			75,000
	16 ELECTRICAL				
		Electrical	1.00 ls	50,000.00 /ls	50,000
		16 ELECTRICAL			50,000
		PRIORITY 08 PRIORITY 8			431,500
PRIORITY 09		PRIORITY 09			
	02 SITEWORK				
		Demo Street/Sitework	55,000.00 sf	8.00 /sf	440,000
		Decoritve Concrete Paving???	55,000.00 sf	15.00 /sf	825,000
		02 SITEWORK			1,265,000
	02 TRAFFIC CONTROL				
		Traffic Control Sub	1.00 ls	15,000.00 /ls	15,000
		02 TRAFFIC CONTROL			15,000
	16 ELECTRICAL				
		Electrical	1.00 ls	200,000.00 /ls	200,000
		16 ELECTRICAL			200,000
		PRIORITY 09 PRIORITY 09			1,480,000
PRIORITY 10		PRIORITY 10			
	02 SITEWORK				
		Demo Street/Sitework	5,000.00 sf	8.00 /sf	40,000
		Replace Road	5,000.00 sf	15.00 /sf	75,000
		02 SITEWORK			115,000
	02 BOX CULVERT				
		Box Culvert under Boonville	1.00 ls	3,000,000.00 /ls	3,000,000
		02 BOX CULVERT			3,000,000
	02 TRAFFIC CONTROL				
		Traffic Control Sub	1.00 ls	7,500.00 /ls	7,500
		02 TRAFFIC CONTROL			7,500
	16 ELECTRICAL				
		Electrical	1.00 ls	10,000.00 /ls	10,000
		16 ELECTRICAL			10,000
		PRIORITY 10 PRIORITY 10			3,132,500

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	42,603		791 hrs		16 of 17		0.22%
Material	1,000,200						5.20%

Estimate Totals

Subcontract	14,802,700					76.95%
Equipment	8,400	202 hrs				0.04%
Other	87,050					0.45%
	15,940,953					82.86% #####
General Cond	865,697		4.500 %	T		4.50%
Liability Insurance	41,823			B		0.22%
Builders Risk	21,161		0.110 %	T		0.11%
Overhead and Profit	337,393		2.000 %	T		1.75%
Bond Cost	106,914			B		0.56%
CONTINGENCY	1,923,771		10.000 %	T		10.00%
Total	19,237,712					