



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 November 15, 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 18, 2021 SPECIAL CITY

4. APPROVAL OF MINUTES. OCTOBER 19, 2021 SPECIAL CITY COUNCIL MEETING, NOVEMBER 1, 2021 CITY COUNCIL MEETING, NOVEMBER 2, 2021 SPECIAL CITY COUNCIL MEETING AND NOVEMBER 9, 2021 SPECIAL CITY COUNCIL MEETING.

Documents:

[10-19-21 SPECIAL CITY COUNCIL MEETING.PDF](#)
[11-01-21.PDF](#)
[11-02-21 SPECIAL CITY COUNCIL MEETING.PDF](#)
[11-09-21 SPECIAL CITY COUNCIL MEETING.PDF](#)

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

4. CEREMONIAL MATTERS.

Swear in Lindsey McDaniel to the Springfield/Greene County Environmental Advisory Board.

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

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

7. Council Bill 2021-271 (McGull)

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 2 acres of private property, generally located at 3284 North Mulroy Road, and referenced as Annexation A-5-2021, into the City of Springfield. (Vivian McKenzie, 3284 N. Mulroy Rd., A-5-2021)

Documents:

[2021-271.PDF](#)

8. Council Bill 2021-272 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 32 acres of property generally located at 3280 and 3284 North Mulroy Road from County R-1, Suburban Residence District, and County PAD 933, to HC, Highway Commercial District; establishing Conditional Overlay District No. 203; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (Vivian L. McKinzie & Childress Family LP, 3284 N. Mulroy Rd., 7-19-2021 w/COD #203)

Documents:

[2021-272.PDF](#)

9. Council Bill 2021-273 (McGull)

A special ordinance granting Conditional Use Permit No. 454 for the purpose of authorizing an automobile washing business to operate as a conditional use within the GR, General Retail District, generally located at 3015 East Sunshine Street. (Staff and Planning and Zoning Commission recommend approval.) (Ozark Motors & Supply Co., 3015 East Sunshine Street, CUP 454)

Documents:

[2021-273.PDF](#)

10. Council Bill 2021-274 (McGull)

A special ordinance granting Conditional Use Permit No. 455 for the purpose of permitting a restaurant to operate as a conditional use within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue. (Staff and Planning and Zoning Commission recommend approval.) (Kirk A. Heyle Trust, 307 South National Avenue, CUP 455)

Documents:

[2021-274.PDF](#)

11. Council Bill 2021-275 (Ollis)

A special ordinance approving a Petition to Establish the SGF Sports Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the SGF Sports Community Improvement District, and SGF Sports, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

Documents:

[2021-275.PDF](#)

12. Council Bill 2021-276 (McGull)

A special ordinance amending the budgets of the General Fund, the 2019-2024 1/4-Cent Capital Improvement Sales Tax Fund, and the 2021-2025 1/8-Cent Transportation Sales Tax Fund for Fiscal Year 2021-2022 to appropriate funds

in the amount of \$611,000 to reimburse Costco Wholesale Corporation for total payments due in Fiscal Year 2021- 2022 pursuant to the City's Infrastructure Reimbursement Agreement.

Documents:

[2021-276.PDF](#)

13. Council Bill 2021-277 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to accept the City of Springfield's allocation of \$3,805,703 of HOME-American Rescue Plan grant funds from the U.S. Department of Housing and Urban Development; authorizing the City Manager, or his designee, to execute the grant agreement as an amendment to the Housing and Urban Development Fiscal Year 2021 Annual Action Plan; and amending the Fiscal Year 2021-2022 budget in the amount of \$3,805,703 for the purpose of appropriating these funds.

Documents:

[2021-277.PDF](#)

14. Council Bill 2021-278 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission and Parsons Transportation Group, Inc., for the development, implementation and maintenance of updated Advanced Traffic Management System software and hardware to be operated by the Missouri Department of Transportation and the City of Springfield at the Transportation Management Center of the Ozarks for traffic management and traveler information services throughout the regional roadway network.

Documents:

[2021-278.PDF](#)

15. Council Bill 2021-279 (Ollis)

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Non-Union Schedule and the Crafts, Trades and Labor Non-Union Schedule by making provision for nine new job titles and deleting one existing job title; authorizing the City Manager, in connection with the Director of Human Resources, to administratively establish

and implement a commission-based supplemental pay program for specific designated positions; establishing a new Occupational Series market pay adjustment for specific golf pro positions; and amending the Salary Ordinance to clarify the City Manager's authority to increase the Occupational Series market pay adjustments for all occupational series groups.

Documents:

[2021-279.PDF](#)

16. Council Bill 2021-280 (Simpson)

A general ordinance amending the Springfield City Code Chapter 46, 'Elections,' to add a new Section 46-9, 'Statement of candidacy - candidate affidavits,' for the purpose of requiring candidates for City Council to make a sworn affidavit they possess the qualifications for office required by the City's Charter, the Springfield City Code, and state law.

Documents:

[2021-280.PDF](#)

17. Council Bill 2021-281 (Romine)

A special ordinance amending the budget of the Springfield Art Museum for Fiscal Year 2021-2022 in the amount of \$121,000 to appropriate fund balance reserves from the Art Museum Special Project Fund; and amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$200,000 to appropriate fund balance reserves from the 1/4-Cent Capital Improvement Sales Tax to support construction of the Art Museum North Parking Improvements Project at the Springfield Art Museum.

Documents:

[2021-281.PDF](#)

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

19. Council Bill 2021-285 (Ollis)

A resolution affirming City Council's support for the Council American Rescue Plan Act (ARPA) Review Committee's recommendation for retention pay for all full-time employees of the City's Departments of Police, Fire, and Health; and authorizing City staff to take all preliminary action necessary to carry out the recommendation.

Documents:

[2021-285.PDF](#)

20. **Council Bill 2021-286 (McClure)**

A resolution affirming City Council's support for the City Manager to proceed with plans to recommend a mid-year pay increase for City employees, including any preliminary steps necessary to prepare a formal recommendation to City Council.

Documents:

[2021-286.PDF](#)

21. **Council Bill 2021-287 (McClure)**

A resolution adopting the City of Springfield's Legislative Priorities for 2022.

Documents:

[2021-287.PDF](#)

22. **EMERGENCY BILLS.**

23. **PUBLIC IMPROVEMENTS.**

24. **GRANTS.**

25. **AMENDED BILLS.**

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

27. **Council Bill 2021-288 (Schilling)**

A special ordinance approving the Second Amendment to the Redevelopment Plan for the Beverly Lofts Redevelopment Area, generally located along the north side of East Cherry Street near the intersection of Cherry Street and Kimbrough Avenue; authorizing certain tax abatements within the Redevelopment Area; and authorizing the City Manager to execute a Second Amended and Restated 353 Redevelopment Agreement with the Redevelopment Corporation, relating to the implementation of the Second Amendment to the Redevelopment Plan. (The Planning and Zoning Commission and City Staff recommend approval.)

Documents:

[2021-288.PDF](#)

28. **Council Bill 2021-289 (McGull)**

A general ordinance amending the Springfield City Code, Chapter 36, 'Land Development Code,' Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section 36-454 - 'Signs,' Subsection (19), 'Interstate Highway Commercial Sign District' to rename the subsection, add a new area to the subsection, and reorganize the subsection to provide clarity regarding the application of subsection.

Documents:

[2021-289.PDF](#)

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

30. **Council Bill 2021-290 (Ollis)**

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-444, "Board of trustees established; membership; election of members" to allow for electronic elections.

Documents:

[2021-290.PDF](#)

31. **Council Bill 2021-291 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to enter into Schedule of Equipment No. 3, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the City and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2021-2022 in the amount of \$705,755.

Documents:

[2021-291.PDF](#)

32. **Council Bill 2021-292 (Ollis)**

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Refunding Bonds, Series 2022, in a principal amount not to exceed \$16,000,000 for the purpose of providing funds to refund the City's Special Obligation Bonds (Sewer System

Improvements Project) Series 2012; 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:

[2021-292.PDF](#)

33. Council Bill 2021-294 (Lear)

A general ordinance amending the Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," by establishing a new Section 2-484, "In Service Distributions After Retirement and Rehire," and revising certain other sections to authorize in-service distributions to certain retirees.

Documents:

[2021-294.PDF](#)

34. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Susan Carter wishes to address City Council.

Duane Keys wishes to address City Council.

Lisa Meeks wishes to address City Council.

Sharon Taylor Gullett wishes to address City Council.

Don Underwood wishes to address City Council.

35. NEW BUSINESS.

The City Manager recommends the following appointment to the Board of Adjustment: Jin Chang as an alternate with term to expire January 1, 2026.

36. UNFINISHED BUSINESS.

37. MISCELLANEOUS.

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

39. Council Bill 2021-295 (Romine)

A special ordinance authorizing City Utilities to dispose of approximately 0.17 acres of property generally located at 814 West Division Street (Planning and

acres of property generally located at 614 West Division Street (Planning and Zoning Commission and staff recommend approval)

Documents:

[2021-295.PDF](#)

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

41. **Council Bill 2021-296 (Hardinger)**

A special ordinance authorizing the City Manager, or his designee, to apply for and accept grant funds in the amount of \$12,817 from the Missouri Department of Public Safety Office of Homeland Security, funded through the U.S. Department of Homeland Security Fiscal Year 2021 Homeland Security Grant Program, for qualifying expenditures from September 1, 2021, through August 31, 2023; authorizing the City Manager, or his designee, to enter a subaward agreement with the Missouri Department of Public Safety Office of Homeland Security accepting the award conditions; amending the budget of the Information Systems Department for Fiscal Year 2021-2022 in the amount of \$12,817 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-296.PDF](#)

42. **Council Bill 2021-297 (Schilling)**

A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Juan Carlos Lopez-Ruvalcaba, Sr. and Elena Lopez, d/b/a Purple Burrito #1, for their location at 1700 South Campbell Avenue, Suites A and B, Springfield, Missouri.

Documents:

[2021-297.PDF](#)

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

44. **Council Bill 2021-282 (McGull)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Cottle's Range Subdivision, generally located at 3280 and 3284 North Mulroy Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the

authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (Childress Family LP & Vivian L. McKinzie, 3280 N Mulroy Road, Preliminary Plat of Cottle's Range Subdivision)

Documents:

[2021-282.PDF](#)

45. Council Bill 2021-283 (Simpson)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Mercy Villa, generally located at 1100 East Montclair Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (St. John's Regional Health Center, 1100 East Montclair Street, Preliminary Plat of Mercy Villa)

Documents:

[2021-283.PDF](#)

46. Council Bill 2021-284 (McGull)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Murray's Hickory Village Subdivision, generally located at 636 South Mission Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (Hickory Village 55 Plus LLC, 636 South Mission Avenue, Preliminary Plat of Murray's Hickory Village Subdivision)

Documents:

[2021-284.PDF](#)

47. BOARD CONFIRMATIONS.

Confirm the following reappointment to the Mayor's Commission for Children:
Gerald Lee with term to expire November 29, 2022.

Confirm the following appointments to the Mayor's Commission for Children:

Dr. Kaleen Long, Brandy Harris, Chris Jarratt, and Dr. Elizabeth Andrews with terms to expire November 29, 2024.

Confirm the following appointment to the Board of Adjustment: Thomas Kondro with term to expire January 1, 2024.

Confirm the following reappointment to the Board of Adjustment: Steven Jackson with term to expire January 1, 2026.

48. **END OF CONSENT AGENDA.**

49. **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 19, 2021
Springfield, Missouri

The City Council met in special session October 19, 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: Angela Romine, Abe McGull, Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis, Andrew Lear, Heather Hardinger, and Ken McClure. Absent: None.

Closed Session

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

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

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

November 01, 2021
Springfield, Missouri

The City Council met in regular session November 1, 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: Angela Romine, Abe McGull, Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis*, Andrew Lear, Heather Hardinger, and Ken McClure. Absent: None.

*Richard Ollis attended via Zoom.

Minutes

The minutes of October 18, 2021 City Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Manager Report

Jason Gage, City Manager noted last week Mayor McClure and the Ozarks Performing Arts League announced plans for the upcoming annual tree lighting and holiday show scheduled for Saturday, November 20th. He mentioned the festivities will start on the square at 6:00 p.m. with Selfies with Santa, rides on a free SGF Holiday Express Train, horse-drawn carriage rides and hot chocolate and cookies. Mr. Gage noted pre-recorded musical performances will be projected onto a jumbo screen on the square and on KY3 starting at 7:00 p.m., with the live tree lighting just before 8:00 p.m. He encouraged individuals to join for a live reading of "Twas the Night Before Christmas" at the Park Central Branch Library from 8:00 p.m. until 9:00 p.m.

Mr. Gage noted on October 27th, the Springfield Art Museum celebrated 75 years as a City-owned and operated community cultural resource. Mayor McClure delivered a proclamation honoring the museum's artistic, educational, and economic contributions to Springfield and the region's cultural landscape. He thanked those who came out to celebrate and congratulated Director Nick Nelson and his staff at the art Museum.

Mr. Gage noted the two-time World Champion Springfield Lasers are gearing up for their 26th season of World TeamTennis. He explained earlier this year, World TeamTennis announced the 2021 season will take place November 13th-28th, with all teams playing on location in Indian Wells, California. After 24 seasons of calling Cooper Tennis Complex their home court, the Lasers, along with World TeamTennis' other eight teams, played the entire 2020 season on location at The Greenbrier Resort in West Virginia. Mr. Gage noted through frequent COVID testing and limited contact with visitors, World TeamTennis was one of the first professional sports to establish "the bubble" and return to play during the summer of 2020.

Councilman Hosmer inquired about the provided expenses of councilmembers and asked Mr. Gage if this was accurate information. Mr. Gage explained the report provided to the City Council regarding Councilman Hosmers' request and what other information factors into these types of reports.

Katie Towns, Director of Health provided an update about COVID-19. She noted the rate of new cases in the month of October remained consistent and Springfield saw a decline in the number of hospitalizations. At the end of October, the seven-day average was 36 new cases per day. She noted the Center for Disease and Control and Prevention (CDC), which uses COVID-19 cases per 100,000 people to compare case rates, still classifies Greene County as an area of substantial transmission. Today 52% of Greene County residents 12 and older are fully vaccinated and another 5% have received the first dose of the two-dose vaccine. She explained the City continues to see progress on the number of vaccinations given in Greene County. She noted last month Community Partnership of the Ozarks, Springfield Public Schools, and the Community Foundation of the Ozarks vaccinated 183 people during an event at Fremont Elementary. She noted in the first 3 weeks, the Health Department Vaccination Clinic on Battlefield Road administered more than 2,400 vaccinations, most of which have been booster shots. Ms. Towns noted every dose of the vaccine is available at this clinic and encourages people continue to utilize this clinic as a resource.

Ms. Towns emphasized the Health Departments work to research ways to reach the 48% of residents who are not vaccinated because increasing vaccine initiation rates will allow transmissions and hospitalizations of COVID-19 cases to go down and protect us from future variants as the virus changes. She expressed her view that vaccination works and the surge from this summer has shown more of the community being fully vaccinated can help slow future surges of COVID-19 and the variant. She noted areas in Missouri such as Boone County and the St. Louis County, have higher vaccination rates and experienced significantly lower peaks of COVID-19 and the Delta variant. She explained Springfield's vaccination rate is higher now than during the last surge which has had a positive effect on the community. She noted those who recovered from COVID-19 this past summer have some natural immunity which is also slowing the spread of the virus. Early results of a study released on Friday by the CDC continues to show that while natural immunity is robust, it does not last. This study also showed unvaccinated individuals with previous COVID-19 infections were five and a half times more likely to contract COVID-19 three to six months after the infection. As the natural immunity in our community begins to wane, the Health Department anticipates the number of cases to begin to rise again. Ms. Towns expressed the importance to those who are unvaccinated or who have had COVID-19 still receive the vaccination. Ms. Towns noted it is expected later this week children 5-11 will be eligible for the COVID-19 vaccine. She recommended while waiting for final approval of plans for distribution to this age group, parents are encouraged to use this time before the eligibility becomes available to talk with their pediatrician about the decision to vaccinate. She noted the Health Department will continue to ensure both the vaccine and trustworthy reliable information is available to those who need it. Ms. Towns further noted anyone who is needing assistance, has questions, or needs to make an appointment for any of the doses of vaccines can do so by visiting the website

or calling the Springfield-Greene County Health Department Call Center. She noted parents who want to be notified when vaccine appointments are available for those ages 5-11 can also call the Springfield-Greene County Health Department and sign up to receive a text message with a link to the scheduling platform.

Councilwoman Romine noted a meeting she attended by the Health Department. She expressed her appreciation for the information presented about talking with unvaccinated individuals. She thanked Ms. Towns for her time.

Mayor McClure thanked Ms. Towns for her report.

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

**Expansion of
Service for Wrap
Around Care
Program**

Sponsor: McGull. Council Bill 2021-264.

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.

Council Bill 2021-264. Special Ordinance 27591 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None. Absent: None. Abstain: None.

**Brownfields
Program
Revolving Loan
Fund Policies and
Procedures**

Sponsor Ollis. Council Bill 2021-265.

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.

Council Bill 2021-265. Special Ordinance 27592 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

**Sale and Delivery
of Taxable Special
Obligation
Refunding Bonds**

Sponsor: Simpson. Council Bill 2021-266

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.

Council Bill 2021-266. Special Ordinance 27593 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

School Crossing Guard Program

Sponsor: Lear. Council Bill 2021-267.

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.

Council Bill 2021-267. Special Ordinance 27594 was approved with the following vote: Ayes: Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: None. Abstain: None.

The following bill appeared on the agenda under Resolutions.

Annexation of Property; 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass

Sponsor: Schilling. Council Bill 2021-270.

A resolution declaring an intent to initiate annexation of approximately 11.5 acres of private property, generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass, and referenced as Annexation A-6-2021, into the City of Springfield. (Staff recommends approval.) (Anderson Engineering, Inc., 1644, 1684 & 1706 S. Farm Road 129 (Zimmer Avenue), A-6-2021)

Brenden Griesemer, Acting Director of Planning and Development provided an overview of the proposed. He noted this area is located near the intersection of West Bypass and Sunshine and is adjacent to the city limits. He further noted this bill is to initiate the annexation of 11.5 acres into the city limits. He further noted if this bill moves forward a public hearing would be held on November 29, 2021.

Mayor McClure emphasized this bill is to express an intent to annex this land into city limits, and once approved would be brought to council for additional approvals within the process.

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

Council Bill 2021-270. Resolution 10604 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

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

**Annexation at 3284
North Mulroy
Road**

Sponsor: McGull. Council Bill 2021-271.

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 2 acres of private property, generally located at 3284 North Mulroy Road, and referenced as Annexation A-5-2021, into the City of Springfield. (Vivian McKenzie, 3284 N. Mulroy Rd., A-5-2021)

Mayor McClure noted Council Bill 2021-271 and Council Bill 2021-272 would be presented together.

Brendan Griesemer, Acting Director of Planning and Development provided an overview of the proposed. He noted this site is located near Interstate-44 and Mulroy Road and is about 2 acres. He explained the initiation of the proposed annexation was completed in October of this year, is within the Urban Service area, and is adjacent to the city limits. He noted four sides of this area are within the city limits, but the area itself is considered an "island" because it is zoned as Greene-County R-1, suburban residence district area due to the city lines. He explained this area will allow for continued growth and development while maximizing use of existing resources and minimizing the cost to citizens. Mr. Griesemer noted this area is necessary for annexation because it is a location for potential commercial development due to the close proximity of a key highway interchange. He explained this area enhances governmental efficiencies through rational and simplified boundaries. He noted this area is consistent with the Urban Service Area philosophy and city services can be provided to the property.

**Rezoning; 3280
and 3284 North
Mulroy Road;
COD No. 203**

Sponsor: McGull. Council Bill 2021-272.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 32 acres of property generally located at 3280 and 3284 North Mulroy Road from County R-1, Suburban Residence District, and County PAD 933, to HC, Highway Commercial District; establishing Conditional Overlay District No. 203; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (Vivian L. McKinzie & Childress Family LP, 3284 N. Mulroy Rd., Z-19-2021 w/COD #203)

Brenden Griesemer, Acting Director of Planning and Development provided an overview of the proposed. He noted this is the last step in the process for rezoning this area. He further noted the proposed includes the area presented in Council Bill 2021-271. He explained this would allow for rezoning of the area and is appropriate for medium intensity retail, office or housing on the southern half of the property and

low-density housing on the northern half of the property. He noted this area is currently zoned as County R-1 which allows for office, light industrial and warehouse space. Mr. Griesemer further noted the transportation plan classifies Mulroy Road as a primary arterial road and will require on-site stormwater detention, a traffic study at the time of development, 50 feet of right-of-way, sidewalk installation, and a sewer connection fee.

Councilman Hosmer asked with annexation, does Planning and Zoning look at additional coordinating plans to help place the city boundary lines in a more manageable position. Mr. Griesemer noted typically Planning and Zoning does look at additional areas when there is a subdivision nearby. He explained the proposed area includes farmland which the department has not exercised in some time. He further noted Planning and Zoning is currently working to put the city boundaries in a better position.

Mayor McClure expressed his interest in the forthcoming comprehensive plan for the propose.

Christy Brand spoke in opposition of the proposed. She noted her property is up against the proposed area and has been in her family for years. She explained currently her husband runs a business with cattle that utilizes the pond in between her property and the proposed annexation area. She clarified the issues her family faced when the area was originally bull dozed and reseeded by a local farmer. She expressed her concern that the water runoff may contaminate the pond in the area and affect her sewer line and well water. She expressed wanting a soundproof wall installed in this area between her family home and the annexed area to protect her cattle.

Mayor McClure asked Jason Gage, City Manager, if staff could work with Ms. Brand to talk through any other concerns she may have about the proposed. Mr. Gage noted staff will work to facilitate an arrangement between both parties. Mayor McClure thanked Ms. Brand for her comments.

Councilman Lear asked if this area was not annexed and remained zoned as County R-1, would the applicant still be able to proceed as proposed. Brenden Griesemer, Acting Director of Planning and Zoning explained the City regulation is somewhat more restrictive in guidelines which allows for higher quality standards and would be beneficial for the resident.

John Chamberland, representative for the applicant noted the plans for the land. He explained they would be working to landscape the area in accordance with city requirements. He noted they would look at creating an appropriate screening along the north property line to buffer the development from the property owners. He clarified there are two ponds on the area that are for water detention. He noted in accordance with city regulation, the detention will limit storm water runoff from the site to existing predevelopment conditions. He further noted they would be providing best management practice for water measures as part of the project which should address any water quality issues that have been raised.

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

**Conditional Use
Permit No. 454;
Automobile
Washing Business;
3015 East
Sunshine Street**

Sponsor: McGull. Council Bill 2021-273.

A special ordinance granting Conditional Use Permit No. 454 for the purpose of authorizing an automobile washing business to operate as a conditional use within the GR, General Retail District, generally located at 3015 East Sunshine Street. (Staff and Planning and Zoning Commission recommend approval.) (Ozark Motors & Supply Co., 3015 East Sunshine Street, CUP 454)

Brenden Griesemer, Acting Director for Planning and Development provided an overview of the proposed. He noted the proposed is for an automobile washing business. He explained the comprehensive plan is appropriate for medium intensity retail, office, or housing use. He noted the Conditional Use Permit will allow a car wash to be in compliance with the approved site plan. He further noted a buffer yard with a fence will be provided between R-SF and the general retail car wash.

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

**Conditional Use
Permit No. 455;
Walnut Street
Urban
Conservation
District;
307 South National
Avenue**

Sponsor: McGull. Council Bill 2021-274.

A special ordinance granting Conditional Use Permit No. 455 for the purpose of permitting a restaurant to operate as a conditional use within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue. (Staff and Planning and Zoning Commission recommend approval.) (Kirk A. Heyle Trust, 307 South National Avenue, CUP 455)

Brenden Griesemer, Acting Director for Planning and Development provided an overview of the proposed. He noted the proposed is located near McDaniel Street and South National Avenue in a building which was once used as a single-family home. He explained the comprehensive plan is appropriate for medium intensity retail space, office or housing and will require an on-site stormwater detention for this site. He noted the original conditional use permit for a restaurant in this building was approved in 1989. He further noted the stipulation to this location states if the building remains vacant for 12 consecutive months a new conditional use permit is needed to reestablish restaurant use. He mentioned the applicant meets approval standards for the proposed.

Nate Dunville was available to speak on behalf of the applicant. Mayor Pro Tem Simpson asked what type of restaurant would be at this location. Mr. Dunville noted the restaurant is currently leased to someone who has a business in the Walnut Street District and is wanting to expand.

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

**Petition to
Establish the SGF
Sports Community
Improvement
District**

Sponsor: Ollis. Council Bill 2021-275.

A special ordinance approving a Petition to Establish the SGF Sports Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the SGF Sports Community Improvement District, and SGF Sports, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development of the creation of the District. (Staff recommends approval.)

Sarah Kerner, Director of Economic Development provided an overview of the proposed. She noted this petition is part of the Community Improvement District Act (CID). She explained CID's are governed by a board of directors and may fund public services and public improvements. She noted CID's may generate revenue by imposing sales tax, property tax, business licenses tax, or special assessments depending on the specifics of the district. Ms. Kerner noted the proposed is over 114 acres of land at the southwest corner of West State Highway 266 and North Airport Boulevard. She noted the proposed projects include off-site public utilities, offsite traffic, on-site public utilities and permits and inspection fees. She explained the proposed District will have the power to impose a sales and use tax at a maximum rate of 1% on all retail sales made within the District that are subject to taxation pursuant to state law. She noted if approved the District will use the tax revenues to reimburse the City for its payment to the Developer for reimbursable CID projects within the District boundaries. She further noted the District will be a political subdivision of the State of Missouri and will have a life of 20 years, or until repayment of reimbursable project cost, whichever occurs first. She mentioned the sales and use property tax for the proposed is estimated to generate \$50,000-\$80,000 by years 3-5 and these funds will be used to reimburse the City of approved CID projects only.

Councilwoman Romine asked for additional clarification if the City pays for the improvements. Ms. Kerner explained the developer builds and pays for the initial improvements. Once the athletic complex is fully built, the City will reimburse up to \$2 million dollars of public improvements. Councilwoman Romine asked where the reimbursement comes from for this project. Ms. Kerner and Jason Gage, City Manager noted the reimbursement would come from the transportation sales tax and capital improvements sales tax.

Councilman Hosmer asked when the City would make the \$2 million contribution. Ms. Kerner noted once the athletic complex is completed. Councilman Hosmer inquired if the payback from the CID would include interest to be paid to the City. Ms. Kerner noted this CID would include interest from sales made in the area under the CID which would be paid to the Department of Revenue and allocated back to the City of Springfield until the full investment was returned.

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.

**Amending the
General Fund; FY
2021-2022; Costco
Wholesale
Corporation**

Sponsor: McGull. Council Bill 2021-276.

A special ordinance amending the budgets of the General Fund, the 2019-2024 1/4-Cent Capital Improvement Sales Tax Fund, and the 2021-2025 1/8-Cent Transportation Sales Tax Fund for Fiscal Year 2021-2022 to appropriate funds in the amount of \$611,000 to reimburse Costco Wholesale Corporation for total payments due in Fiscal Year 2021- 2022 pursuant to the City's Infrastructure Reimbursement Agreement.

Sarah Kerner, Director of Economic Development provided an overview of the proposed. She explained this bill is to add into the Infrastructure Reimbursement Agreement approved by Special Ordinance 27335 on June 15, 2020. She noted this agreement was for the City to use a portion of the sales taxes generated by the new development of Costco to pay the developer back for construction of some required public improvements including the relocation of Eastgate Avenue to the east, building Olive Street from Eastgate to Pebble Beach Avenue, modification of the existing traffic signal at Eastgate and Chestnut Expressway, and stormwater improvements associated with public right-of-way. She noted the proposed is a request to approve a budget adjustment to appropriate funds to fulfill the City's obligation under the Infrastructure Reimbursement Agreement for fiscal year 2021-2022 for \$611,000. She further noted future appropriations will be included in the annual budget.

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

**HOME- American
Rescue Plan;
Amendment to
HUD; FY 2021-
2022**

Sponsor: Hosmer. Council Bill 2021-277.

A special ordinance authorizing the City Manager, or his designee, to accept the City of Springfield's allocation of \$3,805,703 of HOME-American Rescue Plan grant funds from the U.S. Department of Housing and Urban Development; authorizing the City Manager, or his designee, to execute the grant agreement as an amendment to the Housing and Urban Development Fiscal Year 2021 Annual Action Plan; and amending the Fiscal Year 2021-2022 budget in the amount of \$3,805,703 for the purpose of appropriating these funds.

Bob Jones, Grants Administrator provided an overview of the proposed. He noted the proposed is part of the American Rescue Plan Act that allocated \$5 billion to Housing and Urban Development (HUD) to fund homeless programs. He explained the regulations put into place for receiving these funds which included certain restrictions. He noted the City of Springfield's allotted amount of monies is \$3,805,703 and are allocated utilizing a format for the HOME Grant Program. Mr. Jones further noted HUD created a new Grant Program, HOME-American Rescue Plan (HOME-ARP), that included instructions for the HOME program, additional guidelines, and specific activities these funds could be used towards. He explained the HOME-ARP can be utilized for affordable rental development, rent assistance, homeless support services provided through non-profit agencies, and to develop non-congregate shelters. He

noted these funds are for qualifying populations which include homeless, at-risk homelessness, those fleeing or attempting to flee violence, sexual assault, or human trafficking, and other families requiring services or housing assistance to prevent homelessness. He noted for this particular grant, administration has to develop a detailed allocation plan and will require a community assessment of the agencies working with these qualifying populations. Mr. Jones explained the process administration would have to go through to receive this grant. He noted due to the lengthy process to apply for these monies a plan is still in development and is expected by early 2022. He further noted the proposed is to accept the grant to initiate the input for the Allocation Plan.

Mayor McClure inquired about the process for this grant. He noted the Council received the regulations from HUD in September. He further noted the appropriate guidance listed six categories for the utilization of these funds. He asked for clarification if the next step in the process would be to solicit public input. Mr. Jones explained the biggest part of this process will be the consultation with the different non-profit agencies that are working with the homeless population. Mayor McClure asked if a suggested plan of expenditures would be made to be split among those six categories. Mr. Jones noted a suggested plan for these monies would be made in addition to data to support the recommendations for allocating these funds.

Mayor Pro Tem Simpson inquired about the status of a previous grant approved by City Council. He asked if there is an opportunity to coordinate spending between the proposed and the approved grant to maximize the usage of both funds. Mr. Jones responded there would be an opportunity for both grants to be used concurrently on bigger projects for homeless services.

Councilwoman Romine asked if the consultation with the non-profit organizations for the proposed plan are not met, would City Council be able to vote no if needed. Mr. Jones noted City Council can at any time during this process vote no. He explained the consultation with the non-profit organizations is a required portion of this plan. He noted this includes letting HUD know the details and results of the input for those organizations. Councilwoman Romine expressed her desire to see a detailed plan for the proposed to ensure the goals and guidelines are met. She noted this detailed plan could help the future success of other grants.

Mayor McClure clarified the proposed is authorizing the acceptance of the funds which are not able to be spent until there is a HUD approved plan.

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

**Agreement to
Update Advanced
Traffic
Management
System Software**

Sponsor: Lear. Council Bill 2021-278.

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission and Parsons Transportation Group, Inc., for the development, implementation and maintenance of updated Advanced Traffic Management System software and hardware to be operated

by the Missouri Department of Transportation and the City of Springfield at the Transportation Management Center of the Ozarks for traffic management and traveler information services throughout the regional roadway network.

Tom Dancy, Traffic Engineer provided an overview of the proposed. He noted the proposed would authorize the City to partner with Missouri Highways and Transportation Commission (MoDOT) in the upgraded maintenance of the traffic management system software utilized with Transport Management Center (TMC) of the Ozarks. He explained this software is used for incident management, traffic management, and traveler information for road work and special events. He further noted this would be used for traffic monitoring camera control and video loop programming such as City View and other traffic related incidents. He explained the information that is received through this software provides data to external partners. He noted MoDOT is the lead agency on this project with the existing software and contract vendor. He further noted due to this contract coming to an end, solicitations were sent out to the St. Louis TMC and Springfield TMC software vendors. He explains this is important because St. Louis TMC takes over the night monitoring in Springfield and would like to have the same software platform to share information. The City of Springfield participated in the selection for the requested software. Mr. Dancy noted this enhanced software would provide greater efficiency for operators to respond to incidents, to preprogram special events that are known in advance about roadway construction, and enhanced mapping capabilities.

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

**Amending the
Salary Ordinance;
Supplemental Pay
Program;
Occupational
Series Market Pay**

Sponsor: Ollis. Council Bill 2021-279.

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Non-Union Schedule and the Crafts, Trades and Labor Non-Union Schedule by making provision for nine new job titles and deleting one existing job title; authorizing the City Manager, in connection with the Director of Human Resources, to administratively establish and implement a commission-based supplemental pay program for specific designated positions; establishing a new Occupational Series market pay adjustment for specific golf pro positions; and amending the Salary Ordinance to clarify the City Manager's authority to increase the Occupational Series market pay adjustments for all occupational series groups.

Darla Morrison, Director of Human Resources provided an overview of the proposed. She noted the proposed addresses three major components for Human Resources related matters. She explained the first component requests the addition of nine new job titles and the deletion of one job title. She noted the job title additions and deletions are recommended on department organizational changes and job studies completed by Human Resources. She noted the second component is the recommendation to establish and implement a commission based supplemental pay program for specific and designated positions in the Parks Department. Ms. Morrison

further noted the last component is to clarify the occupational series market pay adjustment program which grants the City Manager discretion to increase occupational series market adjustments by up to 5% annually and cumulatively and to establish a new occupational series market pay adjustment for specific golf pro positions. She noted all cost to the bill was adopted in the annual budget for fiscal year 2021-2022 and no new monies are being requested as part of this bill.

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

**Amending
Springfield City
Code “Elections”;
Candidates for
City Council
Sworn Affidavit**

Sponsor: Simpson. Council Bill 2021-280.

A general ordinance amending the Springfield City Code Chapter 46, ‘Elections,’ to add a new Section 46-9, ‘Statement of candidacy - candidate affidavits,’ for the purpose of requiring candidates for City Council to make a sworn affidavit they possess the qualifications for office required by the City’s Charter, the Springfield City Code, and state law.

Rhonda Lewsader, City Attorney provided an overview of the proposed. She noted the City’s Charter and State law set certain requirements and qualifications a candidate for City Council must have in order to qualify for office. She further noted for years as a matter of practice, the City has required City Council candidates to submit an affidavit stating they possess those qualifications for office. She explained there is no mechanism in place to penalize candidates for providing false information in the affidavit. Therefore the proposed would require candidates for City Council to make an affidavit they possess the qualifications required by the Charter, the City Code, and State law at the time of filing their statement of candidacy. Ms. Lewsader noted the affidavit would have to be in writing, made under oath, and sworn before the City Clerk. She further noted if this change is made in the city code, it would allow persons who make a false affidavit regarding their qualifications to be prosecuted under state law depending on the other elements of the charge, and if sufficient evidence exists.

Councilman McGull asked if there would be a standardized affidavit that includes the essential elements for this bill. Ms. Lewsader noted that information would be part of this code revision.

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

**Springfield Art
Museum Budget
2021-2022; Art
Museum North
Parking
Improvements
Project**

Sponsor: Romine. Council Bill 2021-281.

A special ordinance amending the budget of the Springfield Art Museum for Fiscal Year 2021-2022 in the amount of \$121,000 to appropriate fund balance reserves from the Art Museum Special Project Fund; and amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$200,000 to appropriate fund balance reserves from the 1/4-Cent Capital Improvement Sales Tax to support

construction of the Art Museum North Parking Improvements Project at the Springfield Art Museum.

Nick Nelson, Director of the Springfield Art Museum provided an overview of the proposed. He noted as part of the Art Museum's Master Plan, parking would be moved to the north side of the property. He explained earlier in the year, the City and the Springfield Art Museum accepted a gift of \$500,000 from a donor to cover the cost of this project. He noted the design of this project was completed spring of 2020 and request for bids were sent out this past summer. Mr. Nelson further noted due to the bids being higher than anticipated, the museum is using reserves from its special projects fund. He noted the Art Museum has 1/4 cent sales tax improvement funds available to make up the difference between the project budget and the bid costs. He further noted the proposed is a budget adjustment to allow the City and Museum to utilize these funds to accept the bid to complete the project.

Mayor Pro Tem Simpson complimented Mr. Nelson on hosting the Springfield Contemporary Theatre performances. He asked Jason Gage, City Manager if there was anything that could be done for the residents that have been affected by the extended road closure on Brookshire Drive. Mr. Gage noted the closure is related the recent storm water project. Dan Smith, Director of Public Works noted his department would take a look at these issues which include safety from the excavation in the area.

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

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

Withdrew

Clifford Van Natta did not appear to address City Council.

Chris Washam provided comments to the City Council for a request to City Utilities. He noted he lives within Springfield city limits and utilizes City sewer services. Mr. Washam expressed his desire to have City water services in his area.

The following items appeared on the agenda under New Business.

Recommended

The Mayor recommends the following reappointment to the Mayor's Commission for Children: Gerald Lee with term to expire November 29, 2022.

Recommended

The Mayor recommends the following appointments to the Mayor's Commission for Children: Dr. Kaleen Long, Brandy Harris, Chris Jarratt, and Dr. Elizabeth Andrews with terms to expire November 29, 2024.

Recommended

The City Manager recommends the following appointment to the Board of Adjustment: Thomas Kondro with term to expire January 1, 2024.

Recommended

The City Manager recommends the following appointment to the Board of Adjustment: Austin Simpson as an alternate with term to expire January 1, 2026.

Recommended The City Manager recommends the following reappointment to the Board of Adjustment: Steven Jackson with term to expire January 1, 2026.

UNFINISHED BUSINESS

MISCELLANEOUS

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

- Preliminary Plat of Cottle's Range Subdivision; 3280 and 3284 North Mulroy Road** Sponsor: McGull. Council Bill 2021-282.
- A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Cottle's Range Subdivision, generally located at 3280 and 3284 North Mulroy Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (Childress Family LP & Vivian L. McKinzie, 3280 N Mulroy Road, Preliminary Plat of Cottle's Range Subdivision)
- Preliminary Plat of Mercy Villa; 1100 East Montclair Street** Sponsor: Simpson. Council Bill 2021-283.
- A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Mercy Villa, generally located at 1100 East Montclair Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (St. John's Regional Health Center, 1100 East Montclair Street, Preliminary Plat of Mercy Villa)
- Preliminary Plat of Murray's Hickory Village Subdivision; 636 South Missouri Avenue** Sponsor: McGull. Council Bill 2021-284.
- A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Murray's Hickory Village Subdivision, generally located at 636 South Mission Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (Hickory Village 55 Plus LLC, 636 South Mission Avenue, Preliminary Plat of Murray's Hickory Village Subdivision)

CONSENT AGENDA ONE READING BILLS

CONSENT AGENDA SECOND READING BILLS

Confirmed

Confirm the following reappointment to the Art Museum Board: Matt Edwards, with a term to expire June 1, 2024.

END OF CONSENT AGENDA.

Motion to Adjourn

Mayor Pro Tem Simpson moved to Adjourn. Councilwoman Romine seconded the motion, and it was approved by the following vote. Ayes. McGull, Schilling, Simpson, Ollis, Lear, Hardinger, Romine, and McClure. Nays. Hosmer. Absent. None. Abstain. None. The meeting adjourned at 8:00 p.m.

Prepared by
Lauren M. Fischer

Anita J. Cotter, CMC/MRCC
City Clerk

November 2, 2021
Springfield, Missouri

The City Council met in special session November 2, 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: Abe McGull, Mike Schilling, Matthew Simpson, Craig Hosmer, Andrew Lear, Heather Hardinger, Angela Romine, and Ken McClure. Absent: Richard Ollis.

Closed Session

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

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

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

November 9, 2021
Springfield, Missouri

The City Council met in special session November 9, 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: Abe McGull, Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis, Andrew Lear, Angela Romine, and Ken McClure. Absent: Heather Hardinger.

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.

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

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 10-26-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-271

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards,
3 precincts and council zones;' for the purpose of annexing approximately
4 2 acres of private property, generally located at 3284 North Mulroy
5 Road, and referenced as Annexation A-5-2021, into the City of
6 Springfield.
7 _____
8

9 WHEREAS, a verified petition requesting annexation was filed by the owners of
10 all fee interests of record in all tracts of real property located within the area proposed to
11 be annexed, as described in "Exhibit A," said area being generally located at 3284
12 North Mulroy Road; and
13

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

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

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

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

29 Section 1 – City Council, after holding a public hearing, hereby determines that
30 Annexation A-5-2021 of the property described in "Exhibit A," which is attached hereto
31 and incorporated herein by this reference, is reasonable and necessary to the proper
32 development of the City, the City has the ability to furnish normal municipal services to
33 the area annexed within a reasonable time, and the area is contiguous and compact to
34 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and

35 incorporated herein by this reference.

36
37 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
38 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

39
40 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
41 amended by adding thereto the land described in "Exhibit A."

42
43 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
44 precincts and council zones,' is hereby amended by placing the property described in
45 "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in
46 accordance with the provisions of State law.

47
48 Section 5 – The City Clerk is directed to: (1) file certified copies of this
49 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
50 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
51 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
52 any other information that the Director of Revenue may require. The City Clerk is further
53 authorized and empowered to perform any other administrative acts which are
54 consistent with the intent of this Ordinance.

55
56 Section 6 – This Ordinance shall be in full force and effect from and after
57 passage.

58
59 Passed at meeting: _____

60
61 _____
62 Mayor

63
64 Attest: _____, City Clerk

65
66 Filed as Ordinance: _____

67
68
69 Approved as to form: Jill Bennis, Assistant City Attorney

70
71
72 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 271

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to annex approximately 2 acres of private property into the City of Springfield, generally located at 3284 North Mulroy Road and referenced as Annexation A-5-2021 (Staff recommends approval).

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 3284 North Mulroy Road are requesting annexation into the City of Springfield. The owner(s) of the private properties have signed a petition to request annexation of approximately 2 acres into the City of Springfield. The property is within the City of Springfield's Urban Service Area and is immediately adjacent to the City of Springfield. The property currently has a single-family residence on it. The intent of the rezoning application is to facilitate the development of the subject 2 acres and surrounding 30 acres, which is already in the City, into a new commercial/retail development and subdivision. The proposed annexation does not contain any public right-of-way.

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

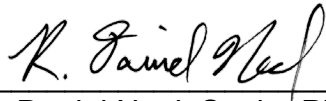
REMARKS: The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

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

Staff recommends the annexation of this private property.

Submitted by:



R. Daniel Neal, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department and Agency Review

Attachment 2, Annexation Schedule

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-5-2021

PART OF THE EAST HALF OF LOT THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION ONE, TOWNSHIP TWENTY-NINE, RANGE 21, GREENE COUNTY, MISSOURI

VIVIAN L. MCKINZIE TRACT-

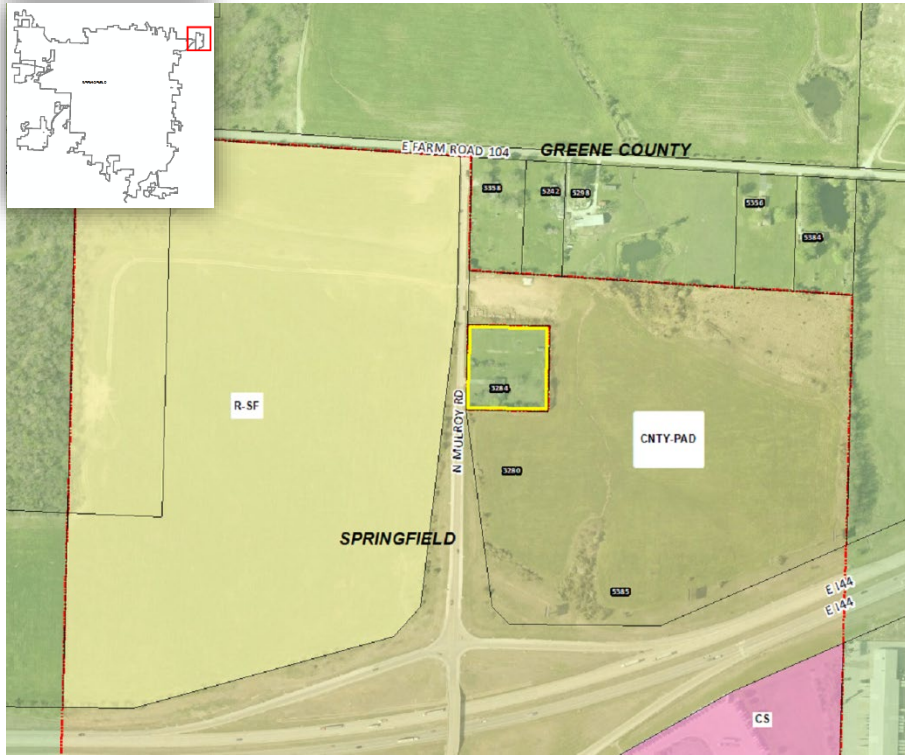
BEGINNING 596.2 FEET SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF ($E\frac{1}{2}$) OF LOT THREE (3) IN THE NORTHWEST FRACTIONAL QUARTER ($NW\frac{1}{4}$) OF SECTION ONE (1), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE EAST PARALLEL TO THE NORTH LINE OF SAID EAST HALF ($E\frac{1}{2}$) OF LOT THREE (3) 295.3 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID EAST HALF OF LOT THREE (3) 295.3 FEET; THENCE WEST PARALLEL TO SAID NORTH LINE 295.3 FEET; THENCE NORTH 295.3 FEET TO BEGINNING, EXCEPT THE WEST 20 FEET THEREOF USED FOR ROAD PURPOSES.

Development Review Staff Report



CITY COUNCIL PUBLIC HEARING:

NOVEMBER 1, 2021



CASE NUMBER:
Annexation A-5-2021

LOCATION:
3284 N. Mulroy Rd.

ACRES:
Approximately 2 acres

EXISTING LAND USE:
Single-family residence

APPLICANT:
Vivian McKenzie

STAFF:
Daniel Neal, Senior Planner
864-1036

STAFF RECOMMENDATIONS:
Approve

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

SUMMARY OF REQUEST:

Request to annex approximately 2 acres of private property into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

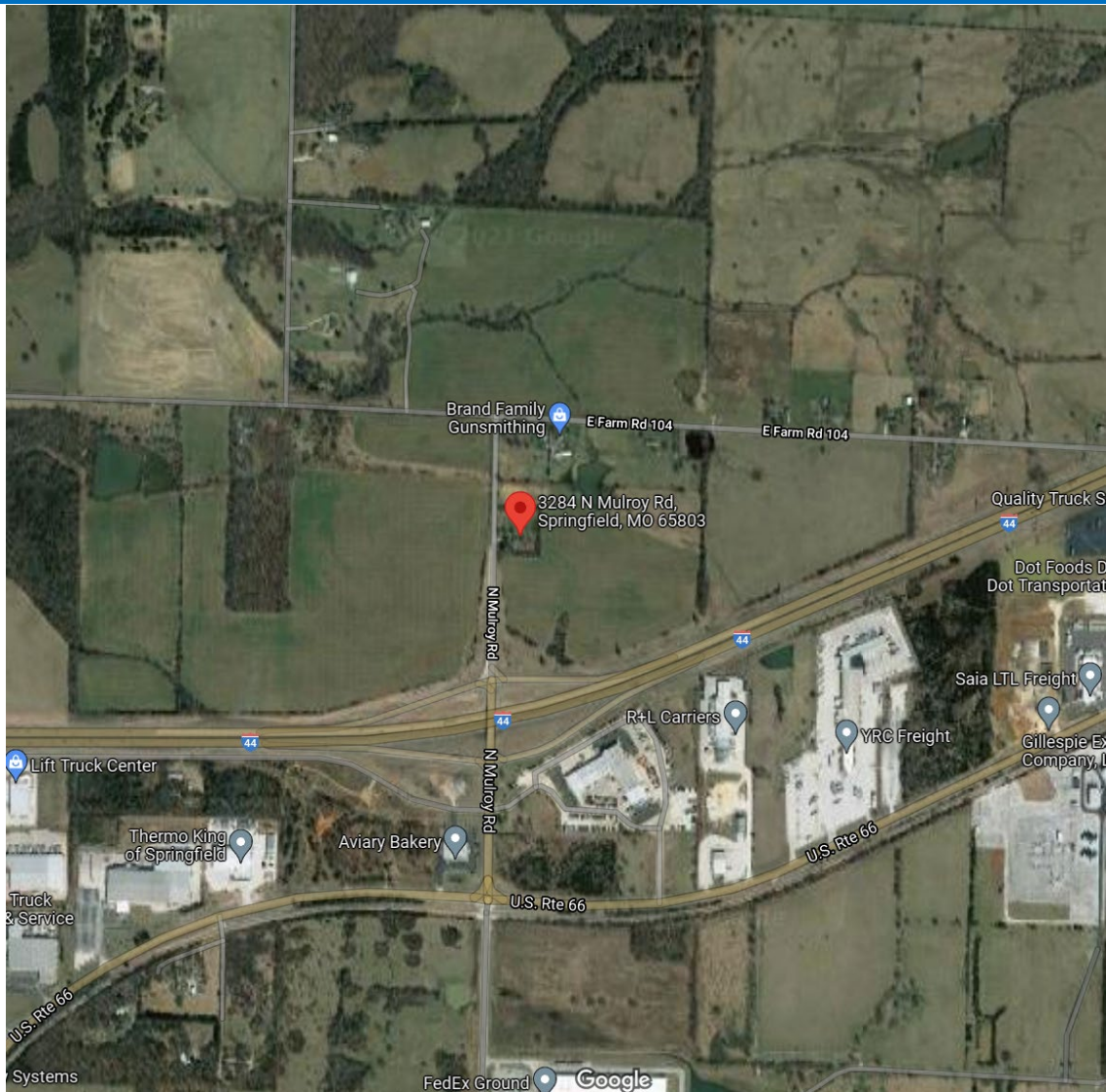
1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports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

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County PAD 933	County PAD 933	County PAD 933	R-SF
LAND USE	Agricultural, undeveloped	Agricultural, undeveloped	Agricultural, undeveloped	Agricultural, undeveloped

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

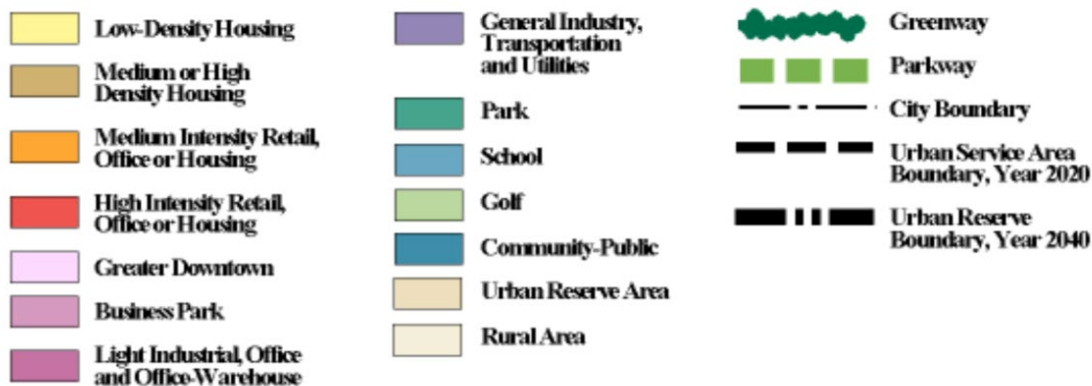


GOOGLE MAPS STREET VIEW:

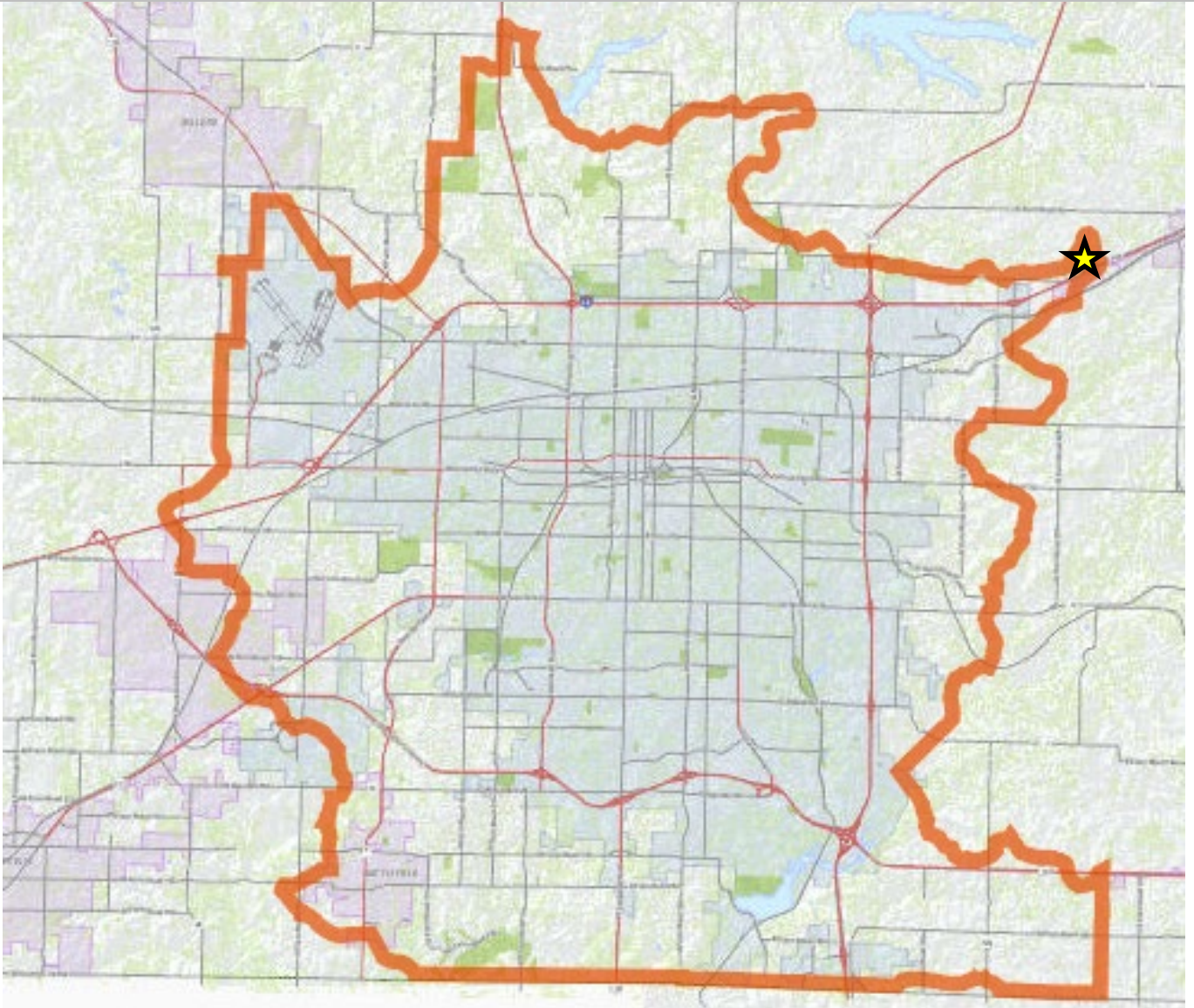


Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



URBAN SERVICE AREA:



Development Review Staff Report



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County R-1, Suburban Residence District and has a single-family residence on it. The annexation is being processed concurrently with a rezoning of 32 total acres along Mulroy Road and will have a public hearing at the same City Council meeting.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

This area is located within the I-44 and Mulroy Road (Emerging) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property fits these criteria.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Low Density Housing uses; however, the surrounding property is zoned PAD 933 which allows for intense commercial uses and it is located near a major intersection of an interstate freeway and a primary arterial (I-44 and Mulroy Road) which encourages higher intensity developments. The HC District is one of the recommended districts for this area. The HC District is intended for commercial uses which depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 2 acres of unincorporated property generally located at 3284 N. Mulroy Road into the City of Springfield. A rezoning to HC, Highway Commercial District and preliminary plat for a proposed commercial subdivision are being processed with this annexation and will have a public hearing at the City Council meeting on November 1st. The intent of the rezoning application is to facilitate the development of the subject 2 acres and surrounding 30 acres, which is already in the City, into a new commercial/retail development and subdivision.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.
4. The proposed annexation area does not contain any known sinkholes and is not located in a FEMA designated floodplain.
5. The proposed annexation does not include public right-of-way.
6. The proposed annexation area is currently served by the Strafford Fire Protection District.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

Development Review Staff Report



PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 6	Returned: 0
--	-----------	-------------

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

There are no issues with the annexation. Plans shall be duly submitted for review and building permit for future development.

CITY UTILITIES:

No issues with Annexation. Utilities will be extended to provide service as part of Cottle's Range subdivision design.

CLEAN WATER SERVICES COMMENTS:

No objection to the annexation. Property will be combined with the larger tract around it and will be served by public sewer. The property will be subject to a \$0.048 per square foot trunkline construction reimbursement fee when development occurs.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

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

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #4 located at 2423 N Delaware, which is approximately 5.35 miles from the southwest corner of the property. Fire Station #3 located at 205 N Patterson is the secondary station responding to this location, which is 6.67 miles from the southwest corner of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile response distance by 4.3 miles for the 1st due unit. *This will have a negative impact on our ISO rating for deployment.*
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 50 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 8 minutes, 45 seconds. The 2nd due company has an estimated total response time of 10 minutes, 20 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st

Development Review Staff Report



alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. *The department expects that it will not meet the initial unit or effective response force benchmarks. This location is covered by an established automatic aid agreement to offset the initial unit total response time for a fire emergency. This will negatively impact our accreditation standard of cover.*

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 4	8-9 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 4,2,3,12	13-14 minutes	10 minutes 20 seconds	13 minutes 18 seconds

- Water Supply** – Currently there is no water supply to service the proposed area to be annexed. Commercial development associated with this annexation is currently underway with planning for improved water supply included. *All requirements and conditions of the Fire Code must be met for fire suppression water supply for the occupancy type and intended use. The Fire Department does have any concerns with the water supply for this proposed annexation after Fire Code requirements are satisfied.*
- Impact** - The Fire Department is unable to estimate the call activity due to the unique type of development. *While the Fire Department is concerned about the potential for extended total response time to this address from existing stations, adherence to the provisions of the Fire Code for fire suppression water supply and fixed fire suppression systems and supplemental coverage through an automatic aid agreement lessen the concern for impact due to lengthened travel time.*

Fire Department Recommendation: *The Fire Department is supportive of this annexation.*

MODOT COMMENTS:

No comments.

POLICE DEPARTMENT COMMENTS:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

Traffic has no objection to the annexation of this property.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Mulroy Road as a Primary Arterial roadway. The property also fronts I-44. The standard right-of-way width for N. Mulroy Road 50-feet from the centerline. It appears additional right-of-way is needed along N. Mulroy Road, which will be part of the plat that is moving forward for this property. A survey is recommended to determine the exact amount of existing right-of-way. N. Mulroy Road is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for N. Mulroy Road. On-street parking is not allowed along N. Mulroy Road.

Development Review Staff Report



DRIVEWAY ACCESS

There is currently two driveway access points onto the property from N. Mulroy Road. Access to this property will be allowed based on existing City of Springfield standards for a Primary Arterial.

SIDEWALK

There is not existing sidewalk along the property frontage of N. Mulroy Road. The developer is required to construct sidewalk or apply to the ARC for approval to pay a fee in lieu of, which is currently \$19 per linear foot. If approved, this fee must be paid prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along N. Mulroy Road. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study has been preliminarily approved by the City. The Traffic Impact Study is currently under review by MoDOT and the FHWA since there are proposed improvements at the I-44/Mulroy Road Interchange. All improvements required by the Traffic Impact Study will be completed on Public Improvement Plans approved by the City and MoDOT. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Mulroy Road	Primary Arterial	No	Varies	50
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	720	
*Proposed Trips Generated		16	67	720	
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:

The property is in the **South Dry Sac** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual* –

Development Review Staff Report



<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 City's *Flood Control and Water Quality Protection 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 City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

Public Works Stormwater Division	Response
Drainage Basin	South Dry Sac
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

Development Review Staff Report



ANNEXATION SCHEDULE:

ATTACHMENT 2 ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation..... October 4, 2021
City Council public hearing November 1, 2021
City Council second reading and vote November 15, 2021

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 10-26-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-272

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 32 acres of
3 property generally located at 3280 and 3284 North Mulroy Road from
4 County R-1, Suburban Residence District, and County PAD 933, to HC,
5 Highway Commercial District; establishing Conditional Overlay District No.
6 203; and adopting an updated Official Zoning Map. (Staff and Planning
7 and Zoning Commission both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at located at 3280 and 3284 North Mulroy Road from County R-1,
12 Suburban Residence District, and County PAD 933, to HC, Highway Commercial
13 District, with Conditional Overlay District No. 203; and
14

15 WHEREAS, Conditional Overlay District No. 203 shall modify the requirements
16 of the Springfield Land Development Code Section 36-422, HC, Highway Commercial
17 District, by requiring that the property described in "Exhibit B" comply with the
18 requirements described in "Exhibit A;" and
19

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

25 WHEREAS, the City has reviewed the applicant's request and prepared a staff
26 report concerning the application which is attached hereto and incorporated herein by
27 this reference as "Exhibit D;" and
28

29 WHEREAS, proper notice was given of a public hearing before City Council, and
30 said hearing was held in accordance with law.
31

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

34 Section 1 – The property described in "Exhibit B," which is attached hereto and
35 incorporated herein by this reference, is hereby rezoned from County R-1, Suburban
36 Residence District, and County PAD 933, to HC, Highway Commercial District, with
37 Conditional Overlay District No. 203. Springfield Land Development Code, Section 36-
38 306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and
39 modified consistent with this Ordinance.

40
41 Section 2 – City Council hereby establishes Conditional Overlay District No. 203
42 which shall contain the requirements and standards provided in "Exhibit A," which is
43 attached hereto and incorporated herein by this reference as though set forth herein.
44 The requirements of Conditional Overlay District No. 203 shall modify the requirements
45 of the Springfield Land Development Code Section 36-422, HC, Highway Commercial
46 District, by requiring the property described on "Exhibit B" comply with the requirements
47 contained in "Exhibit A."

48
49 Section 3 – City Council hereby directs the City Manager, or designee, to update
50 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
51 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
52 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
53 rules of interpretation.'

54
55 Section 4 – The Official Zoning Map herein adopted shall be maintained and
56 archived in the same digital form in which this Council has approved its adoption.

57
58 Section 5 – This Ordinance shall be in full force and effect from and after
59 passage.

60
61 Passed at meeting: _____

62
63 _____
64 Mayor

65
66 Attest: _____, City Clerk

67
68 Filed as Ordinance: _____

69
70
71 Approved as to form: Jill Bennis, Assistant City Attorney

72
73
74 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 272

FILED: 10-26-21

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 32 acres of property generally located at 3280 and 3284 North Mulroy Road from County R-1, Suburban Residence District, and County PAD 933, to HC, Highway Commercial District and establishing Conditional Overlay District No. 203. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-19-2021/ CONDITIONAL OVERLAY DISTRICT NO. 203

The applicant is proposing to rezone approximately 32 acres of property generally located at 3280 and 3284 North Mulroy Road from County R-1, Suburban Residence District, and County PAD 933, to HC, Highway Commercial District and establishing Conditional Overlay District No. 203. One of these properties (2 acres) is currently in the County; however, an annexation request is being processed concurrently with this rezoning application. The intent of this rezoning application is to allow for a new commercial/retail development and subdivision.

REMARKS:

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

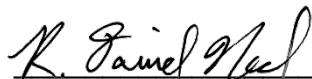
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The southern half of this request is consistent with the Growth Management and Land Use Plan element of the Comprehensive Plan, which identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing uses. The northern half is identified as Low-Density Housing on the Growth Management and Land Use Plan; however, the property was already zoned County PAD 933 when annexed in 1999 which allows Office, Light Industrial and Warehouse uses. It is also located within an Emerging Activity Center and at a major intersection of an interstate freeway and a primary arterial (I-44 and Mulroy Road) which encourages higher intensity developments.

2. The requested HC, Highway Commercial zoning is consistent with the existing County PAD 933 which allows for automotive services, restaurants and convenience commercial uses along the I-44 frontage and Office, restaurants, light industrial and warehousing uses to the north of a new east-west local street as identified on the preliminary plat.
3. The proposed HC zoning is consistent with commercial zoning of I-44 and Mulroy Road at the southeast quadrant which is developed and zoned CS, Commercial Services and the southwest quadrant which is developed and zoned CS and some vacant HM, Heavy Manufacturing.
4. A Conditional Overlay District has been submitted to mitigate any potential negative impacts of the Highway Commercial District to adjacent properties.

Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Brendan Griesemer, AICP
Acting Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood meeting summary

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-19-2021 & CONDITIONAL OVERLAY DISTRICT NO. 203

The requirements of *Section 36-422* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A traffic study, in a format acceptable to the City and MoDOT, shall be required at the time of development. Any improvements that are identified in the traffic study shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.
2. Mulroy Road is classified as a Primary Arterial which requires 50-ft of right of way from the centerline. The right of way varies along this portion of Mulroy Road. 50-ft of right of way is required as part of the preliminary plat running concurrently with this zoning case or can be dedicated prior to the issuance of a building permit.
3. Per City Code Section 36-471, sidewalk is required to be constructed along the property frontage of Mulroy Road or a fee in lieu of request submitted and approved by the ARC. If approved, the fee must be paid prior to issuance of a building permit.
4. There is a \$0.048 per sq. ft. trunkline connection fee required to connect. This connection fee was established with Council Bill 2001-229 as part of the Mulroy Rd. Trunk Sewer. This is based on the area of the property connecting. This fee is typically collected as part of the engineering and inspection fees for the public improvements but does not include the sewer impact permit fee collected as part of the building plans.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-19-2021 & CONDITIONAL OVERLAY DISTRICT NO. 203

PART OF THE EAST HALF OF LOT THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION ONE, TOWNSHIP TWENTY-NINE, RANGE 21, GREENE COUNTY, MISSOURI.

3280 N. Mulroy Road - BEGINNING AT AN IRON PIN SET ON THE EAST SIDE OF THE COUNTY ROAD, 415 FEET SOUTH AND 1339.5 FEET, MORE OR LESS, WEST OF THE NORTHEAST CORNER OF LOT THREE (3) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL $\frac{1}{4}$) SECTION ONE (1), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE SOUTH ALONG THE EAST LINE OF THE COUNTY ROAD 181.4 FEET; THENCE EAST 276 FEET TO AN IRON PIN; THENCE SOUTH 295.6 FEET TO AN IRON PIN; THENCE WEST 276 FEET TO THE EAST LINE OF THE COUNTY ROAD; THENCE SOUTH ALONG THE EAST LINE OF THE COUNTY ROAD 210.8 FEET TO THE RIGHT-OF-WAY OF INTERSTATE HIGHWAY #44; THENCE EAST 11.6 FEET; THENCE SOUTHERLY ALONG THE HIGHWAY RIGHT-OF-WAY 290.6 FEET TO A RIGHT-OF-WAY MARKER; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY #44, 1367.93 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SAID SECTION ONE (1), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE NORTH ALONG SAID EAST LINE 858.6 FEET; THENCE WEST AT AN INTERIOR ANGLE OF 91°50' 1338 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT THAT PART OF THE NORTH 2.4 FEET OF SAID TRACT WHICH OVERLAPS THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF (E $\frac{1}{2}$) OF LOT THREE (3) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL $\frac{1}{4}$) OF SECTION ONE (1), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE SOUTH 417.4 FEET; THENCE EAST 348.7 FEET; THENCE NORTH 417.4 FEET; THENCE WEST 348.7 FEET TO THE BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

AND

A PARCEL OF LAND IN THE EAST HALF (E $\frac{1}{2}$) OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION ONE (1), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST WHICH IS DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION ONE (1), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST; THENCE NORTH 23°51'56.4" EAST A DISTANCE OF 5447.4208 FEET, TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE ON A CURVE, DEFLECTION RIGHT, WITH A 640.648 FOOT RADIUS FROM A TANGENT BEARING NORTH 64°51'56.4" WEST, A DISTANCE OF 303.569 FEET; THENCE SOUTH 25°08'03.6" WEST A DISTANCE OF 1.137 FEET TO A POINT;

THENCE NORTH 63°06'26.9" WEST A DISTANCE OF 236.188 FEET TO A POINT;
THENCE ON A CURVE, DEFLECTION LEFT, WITH A 712.278 FOOT RADIUS, A
DISTANCE OF 117.732 FEET TO A POINT; THENCE SOUTH 07°11'49" EAST A
DISTANCE OF 164.734 FEET; THENCE SOUTH 47°16'09.7" EAST A DISTANCE OF
77.085 FEET; THENCE NORTH 89°26'55.2" EAST A DISTANCE OF 537.381 FEET
TO THE POINT OF TRUE BEGINNING.

AND

3284 N. Mulroy Road - BEGINNING 596.2 FEET SOUTH OF THE NORTHWEST
CORNER OF THE EAST HALF (E½) OF LOT THREE (3) IN THE NORTHWEST
FRACTIONAL QUARTER (NWFR¼) OF SECTION ONE (1), TOWNSHIP TWENTY-
NINE (29), RANGE TWENTY-ONE (21); THENCE EAST PARALLEL TO THE NORTH
LINE OF SAID EAST HALF (E½) OF LOT THREE (3) 295.3 FEET; THENCE SOUTH
PARALLEL TO THE WEST LINE OF SAID EAST HALF OF LOT THREE (3) 295.3
FEET; THENCE WEST PARALLEL TO SAID NORTH LINE 295.3 FEET; THENCE
NORTH 295.3 FEET TO BEGINNING, EXCEPT THE WEST 20 FEET THEREOF
USED FOR ROAD PURPOSES.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-19-2021 & CONDITIONAL OVERLAY DISTRICT NO. 203
Planning and Zoning Commission – October 7, 2021

Z-19-2021 w/COD #203

3280 & 3284 North Mulroy Road

Applicant: Vivian L. McKinzie and Childress Family, LP

Mr. Hosmer stated that this a request to rezone approximately 32 acres of property generally located at 3284 N. Mulroy Rd. from County R-1, Suburban Residence District and County PAD 933 to HC, Highway Commercial District and establishing Conditional Overlay District No. 203. There is an annexation request for the smaller tract in County. The proposed Conditional Overlay District will:

- Require a Traffic Study at the time of development to MoDOT and City,
- 50 feet of ROW and sidewalk along Mulroy Rd,
- Sewer connection fee.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. John Chamberlin, Kansas City has no issues with the staff report and here to answer any questions.

Mr. Michael Brand, Strafford (lives just north of the proposed development) and believes that the current flooding issues will be worse and stated that when it was originally woodland and before it was turned onto pasture/hay fields there was no flooding or run off problems, but since it has been turned into pasture there is significant flooding to the barn and area and cannot navigate through it. He also noted that he is on well water (water table) and does not like the idea of his cattle and his family drinking contaminated water with oil.

Mr. Jerry Tolbert, Strafford, lives east of the proposed development on 28 acres and is pleased with the proposed development and is in favor the rezoning.

Mr. Doennig closed the public hearing.

Mr. Jobe wanted to clarify the density of the use and any allowable activity does not have a greater use than the county.

Mr. Hosmer noted the county would allow offices, light industrial, etc., and would a lot more intense (county zoning).

Mr. Knuckles noted that the site will have to comply with stormwater requirements and asked that Chris Dunnaway explain the requirements for detention of stormwater.

Mr. Dunnaway stated they will have to provide stormwater detention and have the rates to what they are today and provide water quality.

Mr. Doennig asked where the detention basins will drain.

Mr. Dunnaway stated that they will probably be towards to lower area (pond).

Mr. Colony noted that there is an existing 30" culvert and will it go across the property to the north.

Mr. Dunnaway noted the stormwater has to convey across the property.

Mr. Doennig asked a hypothetical question for stormwater. If this property was developed like a FedEx warehouse, would that have the same run off to what is being proposed in terms of quantity.

Mr. Dunnaway noted that they will design to percentage of the impervious area.

Mr. Knuckles said about the two detention basins on site and will be severely intense impervious surface.

Mr. Dunnaway noted the change from pasture to concrete and rooftop and they provide large storage area to provide for volume to allow same rate as of today.

Mr. Colony wanted to ask how the staff/developers would be aware of these issues.

Mr. Hosmer noted that the developers will have to comply with all requirements and standards.

Ms. Bruce asked if the rezoning goes through, would the property be allowed to pay a fee in lieu of on-site detention?

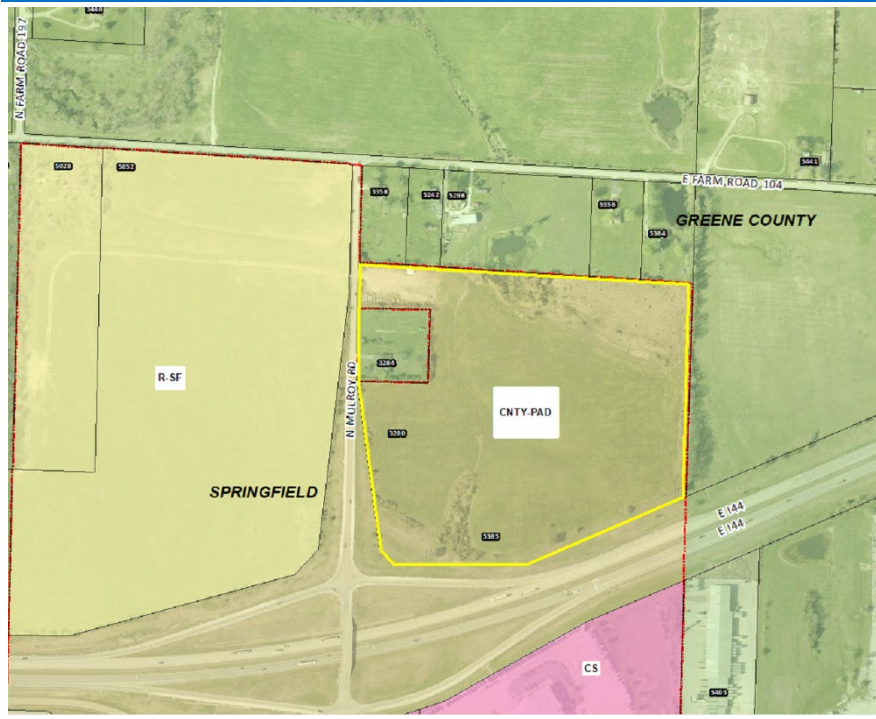
Mr. Hosmer stated they will have to provide detention.

COMMISSION ACTION: Mr. Jobe motioned to **approve** Z-19-2021 w/COD #203 (3280 & 3284 North Mulroy Road). Ms. Bruce seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce, Jobe, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin and Lebeck.



Bob Hosmer, AICP, Planning Manager

Development Review Staff Report

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


October 7, 2021

November 1, 2021

CASE: Z-19-2021 w/COD #203**ACRES:** Approximately 32 acres**LOCATION:** 3284 N. Mulroy Rd.**EXISTING LAND USE:** Single-family residence, billboards and vacant/undeveloped land**APPLICANT:** Vivian L. McKinzie & Childress Family LP**STAFF:** Daniel Neal, Senior Planner
417-864-1036**STAFF RECOMMENDATIONS:**
Approve w/Conditions**PROPOSED MOTION:** Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).
SUMMARY OF REQUEST:

Request to rezone approximately 32 acres of property generally located at 3284 N. Mulroy Rd. from County R-1, Suburban Residence District and County PAD 933 to HC, Highway Commercial District and establishing Conditional Overlay District No. 203.

FINDINGS FOR STAFF RECOMMENDATIONS:

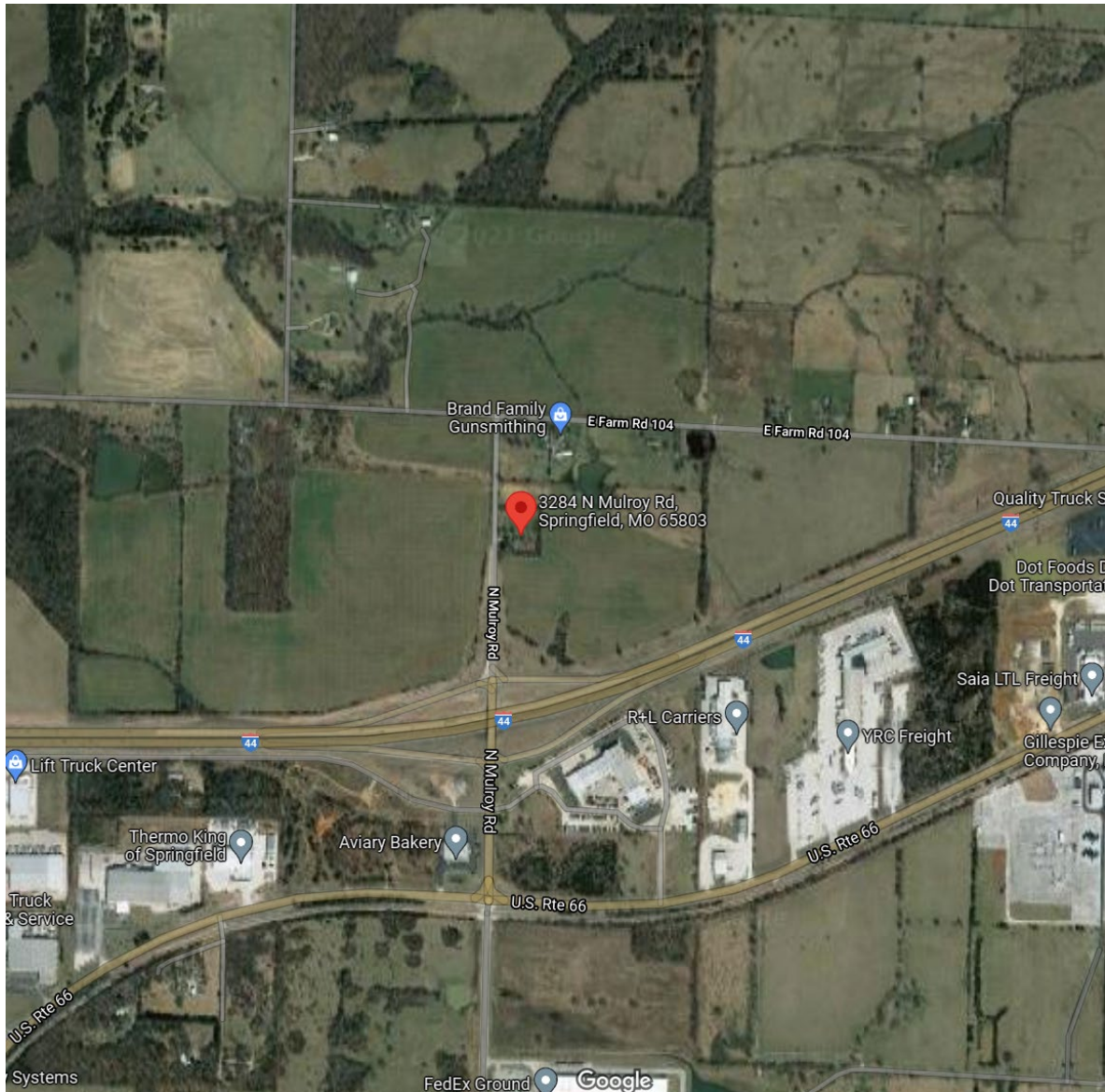
1. The southern half of this request is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing uses. The northern half is identified as Low-Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County PAD 933 when annexed in 1999 which allows Office, Light Industrial and Warehouse uses. It is also located within an Emerging Activity Center and at a major intersection of an interstate freeway and a primary arterial (I-44 and Mulroy Road) which encourages higher intensity developments.
2. The requested HC, Highway Commercial zoning is consistent with the existing County PAD 933 which allows for automotive services, restaurants and convenience commercial uses along the I-44 frontage and Office, restaurants, light industrial and warehousing uses to the north of a new east-west local street as identified on the preliminary plat.
3. The proposed HC zoning is consistent with commercial zoning of I-44 and Mulroy Rd. at the southeast quadrant which is developed and zoned CS, Commercial Services and the southwest quadrant which is developed and zoned CS and some vacant HM, Heavy Manufacturing.
4. A Conditional Overlay District has been submitted to mitigate any potential negative impacts of the Highway Commercial District to adjacent properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-1 and R-1	CS	County R-1	R-SF
LAND USE	Single-family residential	Commercial uses	Agricultural/undeveloped	Agricultural/undeveloped

Development Review Staff Report

SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)

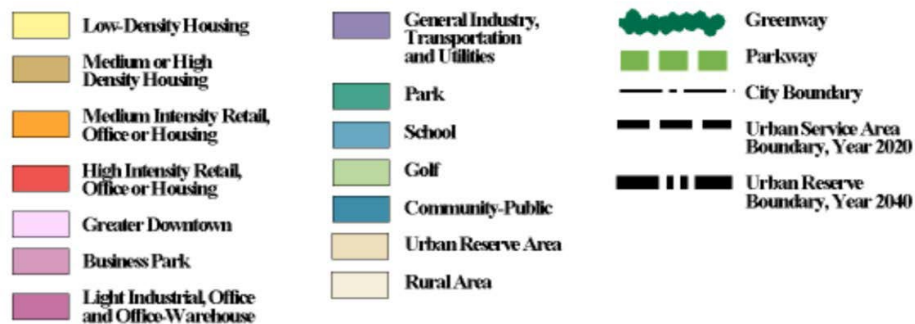
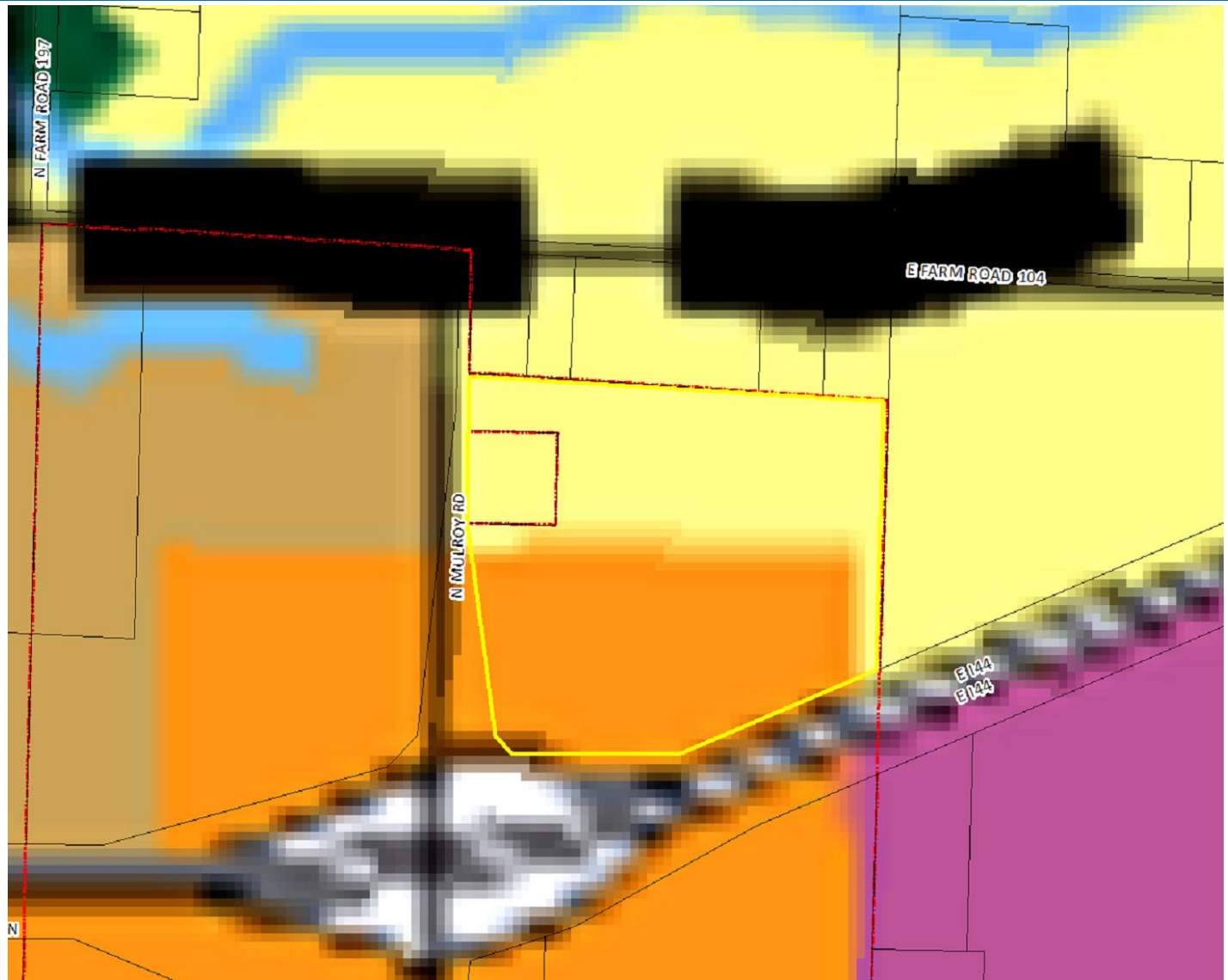


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject properties are currently located in Greene County and zoned County R-1, Suburban Residence District and Plot Assignment District No. 933. The rezoning is being processed concurrently with an annexation of 2 acres along Mulroy Road and will have a public hearing during the same City Council meetings. The remaining 30 acres were annexed and rezoned in 1999.

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 HC
Minimum Yard Requirements	<i>Front yard:</i> Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 20 percent.
BULK PLANE	BUFFERYARD AND LANDSCAPING
30-degree bulk plane is required from the boundaries of a R-SF zoning district.	36-482-12- (f)

Development Review Staff Report



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The southern half of this request is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing uses. The northern half is identified as Low-Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County PAD 933 when annexed in 1999 which allows Office, Light Industrial and Warehouse uses. It is also located within an Emerging Activity Center and at a major intersection of an interstate freeway and a primary arterial (I-44 and Mulroy Road) which encourages higher intensity developments.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 32 acres of property generally located at 3284 N. Mulroy Rd. from County R-1, Suburban Residence District and County PAD 933 to HC, Highway Commercial District and establishing Conditional Overlay District No. 203. One of these properties (2 acres) are currently in the County; however, an annexation request is being processed concurrently with this rezoning application. The intent of this rezoning application is to allow for a new commercial/retail development and subdivision.
2. The uses within the HC district are consistent with current uses allowed on these properties. The current zoning of Plot Assignment District 933 allows for similar uses as in the HC district along I-44 (e.g. retail, restaurant, automotive garage and office uses). The northern portion allows for office and light industrial warehouse uses which would be most similar to the Office and Light Industrial Districts. The current PAD is showing an east-west outer road to be constructed between the lots that front I-44 and office/warehouse uses to the north. The applicant is proposing the Highway Commercial zoning district for both properties.
3. The proposed Highway Commercial zoning district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. The Highway Commercial district is intended for commercial uses which depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate or other limited-access streets. These properties are located at a major intersection of an interstate freeway and a primary arterial (I-44 and Mulroy Road). This area has not changed since the adoption of the *Comprehensive Plan* and the *Plan* identifies this area as an Emerging Activity Center which should be developed at higher intensities.
4. A Conditional Overlay District has been submitted to mitigate any potential impacts of the HC zoning. The requirements of the COD include a Traffic Impact Study to be submitted at the time of development and approved by MODOT and Public Works. Any improvements that are identified in the traffic study shall be constructed at the expense of the developer. Any additional right-of-way required for I-44 or Mulroy Road shall be provided at the time of platting or development. Sidewalk is required to be constructed along the property frontage of Mulroy Road or a fee in lieu of request submitted and approved by the ARC. Also, there is a \$0.048 per sq. ft. trunkline connection fee required to connect. This connection fee was established with Council Bill 2001-229 as part of the Mulroy Rd. Trunk Sewer to recover the costs of extending sanitary sewer to this area. This cost recovery is based on the area of the property connecting.
5. A Traffic Impact Study has been preliminarily approved by the City. The Traffic Impact Study is currently under review by MoDOT and the FHWA since there are proposed improvements at the I-44/Mulroy Road Interchange. All improvements required by the Traffic Impact Study will be completed on Public Improvement Plans approved by the City and MoDOT. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit. With these improvements, the proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic or impact traffic safety in the vicinity.
6. The applicant has not included a site plan as part of the proposed rezoning and COD; however, they have submitted a preliminary plat to subdivide the properties called Cottles Range Subdivision that is running concurrently with this rezoning.
7. The subject properties will construct stormwater facilities to serve the property and will not substantially impact the adjacent area. The subject property has existing city utilities and public sewer to serve the properties and additional extensions and upgrades to city utilities services will be made as part of the subdivision.

Development Review Staff Report



8. The proposed zoning will not correct an error in the application but rather provide a viable use of the property subject to the provisions of the HC zoning district. The proposed zoning will not deny the property owner of any reasonable viable economic use because the HC zoning is similar to the current PAD 933 permitted uses.
9. The subject properties have 3 existing billboards which will need to be evaluated at the time of development to determine whether they meet the current sign code with new on-premise signs or will need to modify or remove them.
10. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on September 14, 2021, regarding the rezoning request. A summary of the meeting is attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 6 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to rezoning however we have the following review comments:

1. There is a \$0.048 per sq. ft. trunkline connection fee required to connect. This connection fee was established with Council Bill 2001-229 as part of the Mulroy Rd. Trunk Sewer. This is based on the area of the property connecting. This fee is typically collected as part of the engineering and inspection fees for the public improvements but does not include the sewer impact permit fee collected as part of the building plans.
2. Public improvement plans are required. Public improvement plans for sanitary sewer to be designed and constructed to city specs. Submit public improvement plans for review via ProjectDox. Engineering and inspection fees of 5.34% of the approved contract amount plus the trunkline connection fee must be paid prior to filing the plans.
3. The public improvements must be approved and constructed or escrowed before any building permits can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements. No objection to escrow of the public sewer extension.

FIRE DEPARTMENT:

Fire has no issues with the proposed rezoning.

CITY UTILITIES:

City Utilities has no issues with the proposed rezoning.

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **South Dry Sac** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection 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 City's *Flood Control and Water Quality Protection Manual*.

Development Review Staff Report



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 City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

Public Works Stormwater Division	Response
Drainage Basin	South Dry Sac
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Mulroy Road as a Primary Arterial roadway. The property also fronts I-44. The standard right-of-way width for N. Mulroy Road 50-feet from the centerline. It appears additional right-of-way is needed along N. Mulroy Road, which will be part of the plat that is moving forward for this property. A survey is recommended to determine the exact amount of existing right-of-way. N. Mulroy Road is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for N. Mulroy Road. On-street parking is not allowed along N. Mulroy Road.

DRIVEWAY ACCESS

There is currently two driveway access points onto the property from N. Mulroy Road. Access to this property will be allowed based on existing City of Springfield standards for a Primary Arterial.

SIDEWALK

There is not existing sidewalk along the property frontage of N. Mulroy Road. The developer is required to construct sidewalk or apply to the ARC for approval to pay a fee in lieu of, which is currently \$19 per linear foot. If approved, this fee must be paid prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along N. Mulroy Road. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study has been preliminarily approved by the City. The Traffic Impact Study is currently under review by MoDOT and the FHWA since there are proposed improvements at the I-44/Mulroy Road Interchange. All improvements required by the Traffic Impact Study will be completed on Public Improvement Plans approved by the City and MoDOT. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Mulroy Road	Primary Arterial	No	Varies	50

Development Review Staff Report



	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	16	67	720	
*Proposed Trips Generated	16	67	720	
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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-19-2021 & CONDITIONAL OVERLAY DISTRICT NO. 203

The requirements of Section 36-422 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A traffic study, in a format acceptable to the City and MoDOT, shall be required at the time of development. Any improvements that are identified in the traffic study shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed prior to issuance of a building permit.
2. Mulroy Road is classified as a Primary Arterial which requires 50-ft of right of way from the centerline. The right of way varies along this portion of Mulroy Road. 50-ft of right of way is required as part of the preliminary plat running concurrently with this zoning case or can be dedicated prior to the issuance of a building permit.
3. Per City Code Section 36-471, sidewalk is required to be constructed along the property frontage of Mulroy Road or a fee in lieu of request submitted and approved by the ARC. If approved, the fee must be paid prior to issuance of a building permit.
4. There is a \$0.048 per sq. ft. trunkline connection fee required to connect. This connection fee was established with Council Bill 2001-229 as part of the Mulroy Rd. Trunk Sewer. This is based on the area of the property connecting. This fee is typically collected as part of the engineering and inspection fees for the public improvements but does not include the sewer impact permit fee collected as part of the building plans.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

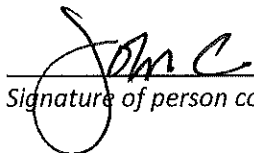
1. Request change to zoning from: Cnty-Pad to HC Highway Commercial
(existing zoning) (proposed zoning)
2. Meeting Date & Time: September 14, 2021; 4:00-6:30 PM
3. Meeting Location: Strafford Branch Library 101 MO-125, Strafford, Mo. 65757
4. Number of invitations that were sent: 16 invitations
5. How the mailing list was generated: City Planning Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 7
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).

1. Site stormwater runoff; Explained the proposed Bucee's development will provide two detention ponds to control site stormwater.
 2. Roundabouts; Will pickup truck and trailer and buses be able to negotiate the roundabouts? The roundabouts are sized to accommodate WB-67 tractor-trailer combination which exceeds the requirements of buses or pickups with trailer.
 3. Lots on north side of Bucee's Blvd; What are the intended uses? Unknown at this time but could be any use allowed by the City based on the HC zoning.
 4. Concerns with roundabout safety; Explained that once familiar with roundabouts they are much safer.

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

None received

I, John Chamberlin (print name), attest that the neighborhood meeting was held on 9-14-21 (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

John Chamberlin
Printed name of person completing affidavit

SIGN IN SHEET

Kimley»»Horn

Expect More. Experience Better.

Job _____ Subject _____

Sheet No. _____ of _____
Job No. _____

Designed By _____ Date _____ Checked By _____ Date _____

Christy Brand
Grace Brand

CARL KING
KRISTY KING

Jerry Tolbert

Sandy Strecker

Jerry Snyder

One-rdg. _____
P. Hrngs. X
Pgs. 27
Filed: 10-26-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-273

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 454 for the purpose of authorizing an
2 automobile washing business to operate as a conditional use within
3 the GR, General Retail District, generally located at 3015 East
4 Sunshine Street. (Staff and Planning and Zoning Commission
5 recommend approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a public hearing on
13 October 7, 2021, made recommendations regarding specific findings of fact on the
14 proposed conditional use, and found that the necessary conditions existed for issuance
15 of Conditional Use Permit No. 454 for the property located at 3015 East Sunshine Street
16 and zoned GR, General Retail District; and
17

18 WHEREAS, City Council finds that sufficient evidence has been presented to
19 satisfy all applicable standards of the Land Development Code for issuance of
20 Conditional Use Permit No. 454; and
21

22 WHEREAS, the granting of such permit is deemed proper, and it is not found to
23 harm the community or injure the value, lawful use, and reasonable enjoyment of
24 properties in the vicinity of 3015 East Sunshine Street.
25

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

29 Section 1 – City Council adopts the Commission’s specific findings of fact on the
30 proposed conditional use, and Conditional Use Permit No. 454 is hereby granted in
31 accordance with and subject to the provisions of Section 36-363 of the Land
32 Development Code. Conditional Use Permit No. 454 is granted for the purpose of
33 authorizing an automobile washing business to operate as a conditional use within the

GR, General Retail District, located at the property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, and which is generally located at 3015 East Sunshine Street.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the "Requirements for Conditional Use Permit 454" described in "Exhibit A," which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in "Exhibit A" and "Exhibit D – Attachment 2" shall govern and control the use and development of the land described in "Exhibit B," in a manner consistent with the attached site plan depicted on "Exhibit D – Attachment 5." "Exhibit D" is attached hereto and incorporated herein by this reference in its entirety.

Section 3 – Any violation of the provisions of this Ordinance shall be grounds for the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the property and any improvements thereon conform to the conditions and requirements described in Section 36-363 of the Land Development Code, other applicable City regulations or Ordinances, and this Ordinance.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 273

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit an automobile washing business as a conditional use within a GR, General Retail District, generally located at 3015 East Sunshine Street. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 454

The applicant is requesting approval of a Conditional Use Permit for an automobile washing business on the subject property within a GR, General Retail District. The Zoning Ordinance requires a use permit in the GR, General Retail District for an automobile washing business. The applicant is proposing to construct and operate a new automobile washing business.

CONDITIONS:

1. The regulations and standards listed on Exhibit D - Attachment 3 shall govern and control the use and development of the land in Use Permit Number 454 in a manner consistent with the attached site plan ("Exhibit D - Attachment 5").

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS: The Planning and Zoning Commission held a public hearing on October 7, 2021, and recommended approval, by a vote of 6 to 1 of the proposed Conditional Use Permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached "Exhibit A").

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 454

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Requirements for Conditional Use Permit 454

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Affidavit of Neighborhood Notification and Meeting Summary and
Neighborhood comments

Attachment 5, Proposed Site Plan

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 454

1. An automobile washing business is permitted in conformance with Attachment 5.
2. The automobile washing business shall comply with all the standards listed in Attachment 3.
3. A buffer yard "Type F" is required along the north property line adjacent to R-SF zoned property.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 454

BEGINNING 30 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE EAST 330 FEET; THENCE NORTH 366 FEET; THENCE WEST 330 FEET; THENCE SOUTH 366 FEET, TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES, IN GREENE COUNTY, MISSOURI. EXCEPT A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21) WEST; MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SECTION TWENTY-EIGHT (28); THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$), A DISTANCE OF 45 FEET, MORE OR LESS TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET) AS IT NOW EXISTS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) A DISTANCE OF 351.27 FEET; THENCE ON AN ANGLE TO THE RIGHT FROM THE LAST DESCRIBED COURSE $91^{\circ}08'55''$ A DISTANCE OF 183.50 FEET TO A NEW POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 146.50 FEET; THENCE ON AN ANGLE TO THE RIGHT FROM THE LAST DESCRIBED COURSE $88^{\circ}51'05''$ A DISTANCE OF 351.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET) AS IT NOW EXISTS; THENCE ON AN ANGLE TO THE RIGHT FROM THE LAST DESCRIBED COURSE $91^{\circ}08'55''$ AND ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 152.20 FEET; THENCE ON AN ANGLE TO THE RIGHT FROM THE LAST DESCRIBED COURSE $89^{\circ}45'52''$ A DISTANCE OF 351.20 FEET TO THE NEW POINT OF BEGINNING, ALL BEING IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 454
Planning and Zoning Commission – October 7, 2021

Conditional Use Permit 454

3015 East Sunshine Street

Applicant: Ozarks Motors & Supply Company

Mr. Hosmer stated that this a request to approve a Conditional Use Permit for the purpose of authorizing an automobile washing business within the GR, General Retail District generally located at 3015 East Sunshine Street. The Comprehensive Plan identifies the property as Medium Intensity Retail, Office, or Housing. The Transportation Plan classifies Sunshine Street as a Primary Arterial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. On-site stormwater detention will be required. The CUP will allow a car wash in compliance with the approved site plan. A Type F buffer yard with fence will be provided between R-SF and GR/car wash. The application meets the approval standards for the conditional use permit. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Aaron Hargrave, 3213 S. West Bypass; Springfield here to answer any questions.

Mr. Bruce Colony asked if they intend to recycle the wastewater from their business.

Mr. Hargrave noted that they are intending to recycle the wastewater.

Mr. Knuckles asked about how much water will be used before they start recycling and what about the leftover grit and residue.

Mr. Hargrave noted that he is not sure on how much wastewater will be released before recycling but said the grit and residue will be separated.

Mr. Doennig closed the public hearing.

Mr. Colony asked about the requirements for this type of operation.

Mr. Hosmer noted that the City does have a noise and light ordinance but does not regulate them on their recycling wastewater.

COMMISSION ACTION: Mr. Knuckles motioned to **approve** Conditional Use Permit 454 (3015 East Sunshine Street) with staff responses in attachment 3 & 4, as the specific findings of fact on the proposed conditional use. Ms. Ogilvy seconded the

motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce, and Jobe. Nays: Broekhoven. Abstain: None. Absent: Coltrin and Lebeck.

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

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

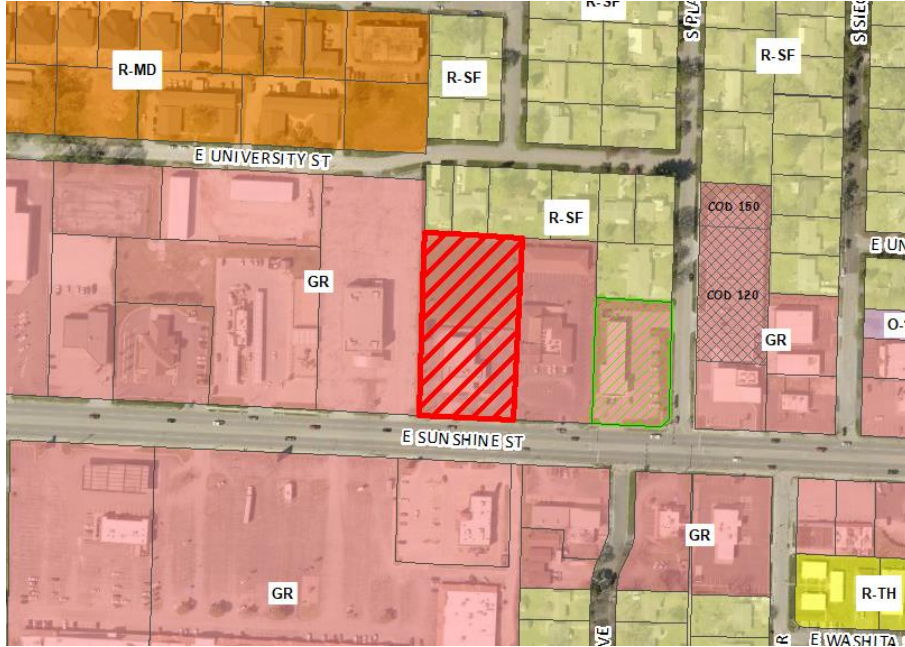


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

OCTOBER 7, 2021

CITY COUNCIL PUBLIC HEARING:

NOVEMBER 1, 2021



CASE NUMBER:

Conditional Use Permit 454

LOCATION: 3015 East Sunshine Street

ACRES: Approximately 1.46 acres

EXISTING LAND USE: Vacant land

APPLICANT: Ozark Motors & Supply Co.

STAFF: Michael Sparlin, Senior Planner

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to adopt the Staff Responses in Attachment 3, as the specific findings of fact on the proposed conditional use, and I move to approve CUP 454. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

This is a request to permit an automobile washing business as a Conditional Use Permit within a GR, General Retail District generally located at 3015 East Sunshine Street.

FINDINGS FOR STAFF RECOMMENDATION:

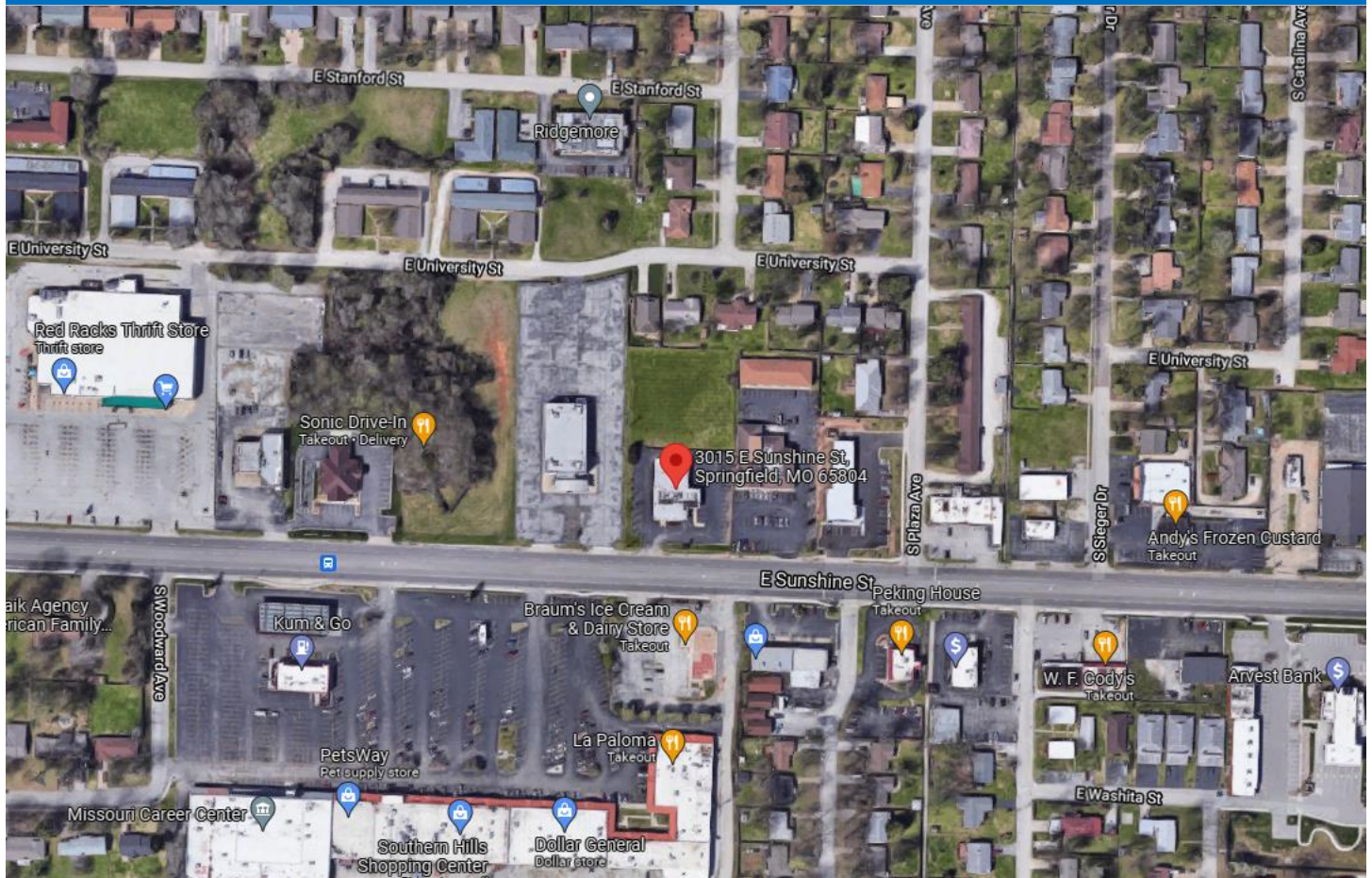
1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	GR	GR	GR
LAND USE	Single-family residence	Restaurant, Commercial Shopping center	Restaurant, Commercial Shopping center	Commercial uses

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

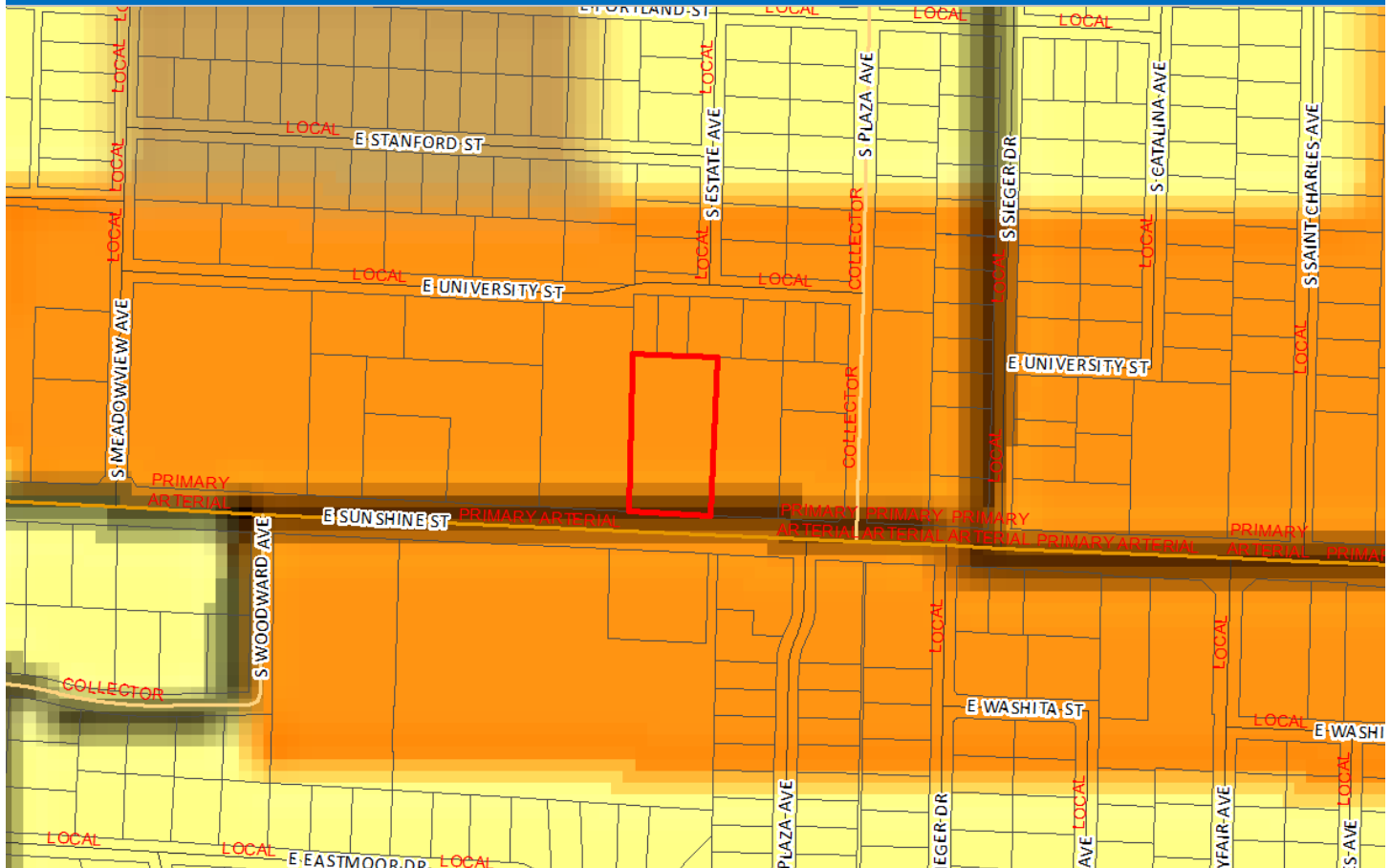


STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area

- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

Development Review Staff Report



PROPERTY HISTORY:

The subject property has been zoned GR, General Retail since the City-wide remapping in 1995.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
- (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 - 1. A building permit is obtained and the erection or alteration of a structure is started; or
 - 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium Intensity Retail, Office or Housing. The GR District is one of the appropriate zoning districts recommended for the area.

STAFF COMMENTS:

Development Review Staff Report



1. The applicant is requesting approval of a Conditional Use Permit for an automobile washing business on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for an automobile washing business.
2. Approval of this request will provide for the redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. A bufferyard "Type F" is required along the north property line adjacent to R-SF zoned property which includes a six-foot solid masonry/brick wall or solid evergreen hedge and required plantings.
4. A Traffic Impact Study is not required as the trips generated by the conditional use permit do not exceed the threshold of 1,000 trips per day or 100 trips in the a.m. or p.m. peak.
5. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on September 16, 2021 regarding the rezoning request. A summary of the meeting is attached (Attachment 4)

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 15 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 CONDITIONAL USE PERMIT 454

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to CUP. Public sewer is available for the development.

FIRE DEPARTMENT COMMENTS:

No issues.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Galloway Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual*
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the City's *Flood Control and Water Quality Protection 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 City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Sunshine Street as a Primary Arterial roadway. The standard right-of-way width for E. Sunshine Street is 50-ft from the Centerline. It appears that 5-ft of additional right-of-way is needed along E. Sunshine St. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. E. Sunshine Street is a MoDOT-maintained street.

Development Review Staff Report



TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on this section of E. Sunshine Street. On-street parking is not allowed along E. Sunshine Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. Sunshine Street. No additional access will be allowed.

SIDEWALK

There is existing sidewalk along the property frontage of E. Sunshine Street. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are two bus stops in the vicinity of this property along E. Sunshine Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Sunshine St	Primary Arterial	No	45	50
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		9	27	125	
*Proposed Trips Generated		N/A	77	N/A	
Additional Trips Generated		N/A	50	N/A	

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

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments.

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL USE PERMIT 454

1. An automobile washing business is permitted in conformance with Attachment 5.
2. The automobile washing business shall comply with all the standards listed in Attachment 3.
3. A bufferyard "Type F" is required along the north property line adjacent to R-SF zoned property.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Development Review Staff Report



STANDARDS FOR CONDITIONAL USE PERMIT 454

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	Yes. A conditional use permit allowing for an automobile washing business in this location is consistent with the City of Springfield Comprehensive Plan. The Growth Management and Land Use Plan identifies this section of Sunshine Street as "Medium-Intensity Retail, Office, or Housing" and the site is located near the U.S. 65 & Sunshine Street Activity center. General Retail, the current zoning is listed	This application is consistent with the <i>Growth Management and Land Use Plan</i> of the <i>Comprehensive Plan</i> which designates this area as appropriate for Medium Intensity Retail, Office or Housing. The GR District is one of the appropriate zoning districts recommended for this area. The GR district allows car wash businesses with a Conditional Use Permit.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	No. The site currently has access to E Sunshine Street and the proposed access will not be relocated and there are no additional access points to Sunshine Street are proposed.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians with traffic access controls that are required. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	Yes. A fire lane meeting the requirements of the International Fire Code (IFC) and the City of Springfield Fire Department will be provided. All other requirements will be addressed during the site plan review process.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	No. All runoff drains towards E Sunshine St so no adjacent properties will see an increase of runoff. The proposed development will meet all City of Springfield regulations regarding stormwater management	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet development standards for stormwater management.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	No. The noise levels of the equipment to be used onsite should be at or close to the existing noise levels in the area created by the traffic on Sunshine. The blowers at the exit of the car wash have a noise level	The applicant's response adequately addresses this condition It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
	of ~70dB at 50 ft. Beyond that distance, the tunnel blower noise blends into the surrounding noise and is not very noticeable. The properties to the east and west are ~55 ft and ~90 ft, respectively, from the corner of the building at the car wash building exit so blower noise should not adversely affect adjacent properties. The proposed onsite vacuums will have the central vacuum units located in block structures will be placed as far from the residential properties as possible, which is about 100 feet. The normal hours of operation are 7am - 8pm, so there will be no impacts to any neighbors in the evening or early morning.	
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	Glare from vehicular lights will not be an issue because the existing grades will be cut for the proposed site at least 4 feet on the north end which will put vehicular lights lower than the residential properties to the north. There will also be a bufferyard along the north property line per City of Springfield regulations that will provide additional light shielding. The properties to the east and west are commercial and will not be affected by vehicular light glare. A photometric plan will be developed per City of Springfield regulations to provide a lighting plan to keep light at an allowable levels on adjacent properties. Stationary lights will be also positioned to direct light away from neighboring properties.	It is not expected that the proposed use will negatively affect neighborhood districts. The applicant's response adequately addresses this condition.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	Yes. The existing pylon sign in the center of the property along Sunshine will be removed and replaced with a monument sign at the SW corner of the site. Any signage and site lighting will be installed per City of Springfield requirements.	The development will be subject to the signage standards of the Zoning Ordinance.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
8. Such signs will not have an adverse effect on any adjacent properties.	No. The proposed monument sign will be located appropriately and sized for the site. All signage will meet city standards	The development will be subject to the signage standards on the Zoning Ordinance.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	Yes. Sunshine Street is classified as a Primary Arterial with 4 travel lanes, a center turn lane, and a right of way of 90 feet. This is suitable for the proposed use.	Sunshine Street pavement width is adequate to handle increased traffic volume.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	No. The site is already developed with a commercial use and is adjoined on two sides by commercial developments. The site will be lower than the residential property to the north and there will be a 20 foot bufferyard to provide additional screening/separation from the residential property to the north. The proposed improvements will be constructed per City of Springfield standards and will not adversely affect the commercial properties and will work to minimize any potential impacts on the residential property to the north.	It is not anticipated that the proposed car washing business will have an adverse effect or be incompatible with the adjacent and surrounding properties which are used for commercial/retail uses to the east, west, and south or the residential uses to the north.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	The proposed building will be lower than the residential property to the north and will be similar in height to the existing building on-site and the neighboring buildings. The only other fences on-site would be the trash pad screening and possibly a screening fence on the north side of the site which would provide additional screening for residential single family property. Landscaping and screening will conform with City of Springfield zoning requirements.	The standards of the Zoning Ordinance adequately address these issues. The applicant will install the required bufferyard along the adjacent property zoned R-SF.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	No. There are no significant natural topographic or physical features on the site. The front half of the site is currently a bank and the rear half is a grassed area.	It is not expected that the proposed development will negatively affect any significant natural topography or physical features.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No. There are no significant natural topographic or physical features on the site. The front half of the site is currently a bank and the rear half is a grassed area.	The applicant's response adequately addresses this condition.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	Yes. The proposed development will comply with all other City of Springfield regulations.	The proposed use complies with applicable regulations with regard to lot size, bulk regulations, use limitations and performance standards.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	Yes. The site will provide the public with an optional service/amenity.	The applicant's response adequately addresses this condition.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	Yes. The parking and loading areas for the proposed development will comply with city standards set forth in sections 36-455, 36-456, and 36-483.	The development will be subject to these standards of the Zoning Ordinance.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Yes. The site has one existing access to Sunshine Street and this access location will continue to be utilized for the proposed re-developed site.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	No. The vehicular circulation elements have been designed to provide adequate use of the site and will provide for safe circulation of a fire truck per City of Springfield requirements and the IFC	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with the traffic access controls that are required with this Conditional Use.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	No. There are no known interferences at this time.	No known interference with any public rights of way or easements are known.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	All existing structures will be removed and replaced.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces,	All public utilities are available at the site. Stormwater runoff will be addressed during plan review, but	This property is already served with public infrastructure and services.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	it will be designed to meet City of Springfield standards	

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 3015 E Sunshine Street
2. Meeting Date & Time: September 16, 2021
3. Meeting Location: 2900 E Sunshine St, Dogwood A Room, Springfield, MO 65804
4. Number of invitations that were sent: 98
5. How was the mailing list generated: Provided by Planning Department
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 of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

See Attached

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

None Received as of 09/23/2021

I, Aaron Hargrave (*print name*), attest that the neighborhood meeting was held on 09/16/2021 (*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."

Aaron T. Hargrave

Signature of person completing affidavit

Aaron T. Hargrave

Printed name of person completing affidavit

PLN201-00387 – 3015 E Sunshine Street Conditional Use Permit

September 16, 2021 Neighborhood Meeting Notes

Q: What kind of car wash will it be?

A: A tunnel type car wash that pulls your car thru

Q: How far will the car wash be from the rear property line?

A: With the current layout it will be about 123 feet from the rear property line.

Q: Will there be a retaining wall at the rear of the site?

A: Maybe. We hope to grade down from the rear property line at 3:1 slope without a wall.

Q: What are the islands on the east side of the site?

A: Matt explained those are the pay kiosks and how the circulation of the site works.

Q: What are the hours of operation?

A: Sun up to sun down, so it is a seasonal issue.

Q: Will there be employees on site?

A: There will always be 3-4 employees on site.

Q: Do you realize how busy Sunshine St is?

A: Yes. The site has been laid out with three drive thru lanes with plenty of queueing length to keep cars from backing up onto Sunshine.

Q: How far back does paving go?

A: Paving goes back to within 21 feet of the rear property line. Light areas on the site plan are pavement and dark areas are landscaping.

Q: What is the anticipated construction start date?

A: Going through the CUP process now and hope to start construction in January or February.

Q: When are you closing on the property?

A: January 1st, 2022 is the anticipated closing date

Q: Is a car wash allowed in GR zoning?

A: It is an allowed conditional use which is why we are going through the Conditional Use Permit process.

Q: Is the CUP permanent?

A: For this site and use, yes, it is permanent. Any other use would need a new conditional use permit.

Q: What about site safety?

A: The site will be well lit with security cameras.

Q: Where is the site located?

A: It is located directly north of Braum's.

Project located at 3015 East Sunshine



Stu Stenger <Stu@stengerhomes.com>
To: Zoning@springfieldmo.gov



Tue 9/7/2021 3:23 PM

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

We support the conditional use permit application for this site.

Thanks,

Stu Stenger
Sunshine Partners LLC (parcel owned is 3033 and 3043 East Sunshine)
5051 South National Ave.
Springfield MO 65810
417-889-4300

DATE:		Telephone No.	417 889-9105
YOUR NAME:	Julie Spreadlin-Lawson		
YOUR ADDRESS:	1643 St. Plaza Ave		
PROJECT ADDRESS:	3015 E. Sunshine		
COMMENTS:			

That spot on Sunshine already has so many congestions & accidents since Panera Bread & Old Mexico went in!

Unless City makes some REALLY NECESSARY changes to Sunshine Street & the turning lane to Ventura

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611 Phone / 417.864.1882 Fax

another busy business added there is going to be even worse! Other than that - better than an empty lot of concrete nothing.

Notes:

Acreage: 63,444 SF / 1.46 AC
Zoning: GR
Rear abuts R-SF

Tunnel Length: 115'
Vehicle Stack: 210' (x3)
Processing: 79' x 85'
Vacuum Stalls: 19
Emp. Parking: 4

AADT: 13,762 VPD(2019)
31,204 VPD(2013)
37,023 VPD(2004)

Lat/Long : 37.1810095, -93.234680

CUP SITE PLAN

3015 E Sunshine St
Springfield, MO, 65804

DISCLAIMER: THIS SITE PLAN IS NOT A SURVEY.
NOT TO BE USED FOR CONSTRUCTION.

DRAWN BY: ATH

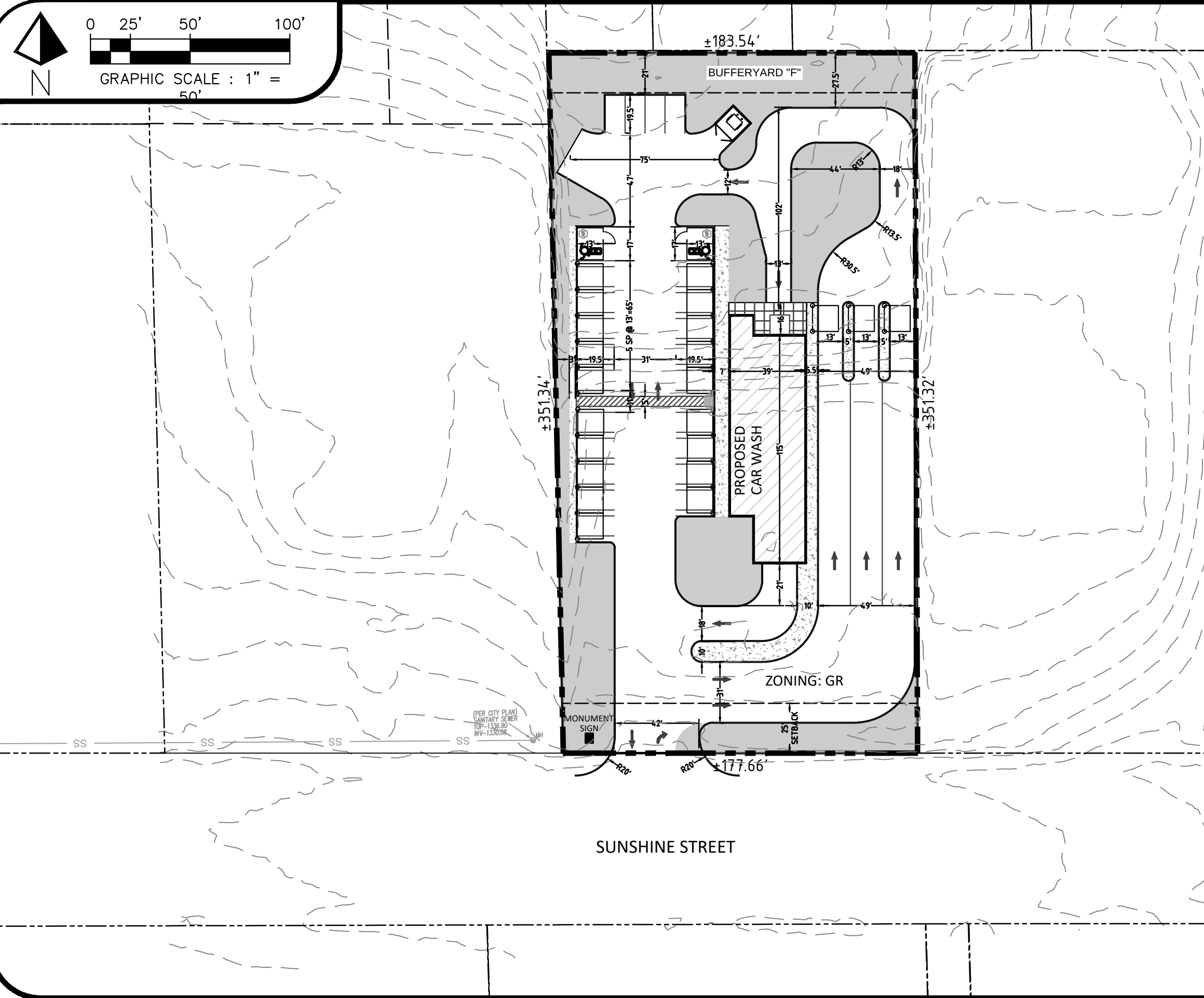
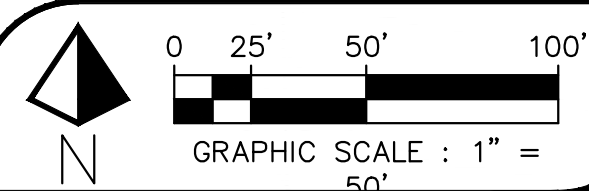
PROJ # 21SP10148



10-06-21



ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
3213 SOUTH WEST BYPASS SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741
ANDERSON COA# 000062 • AARON T HARGRAVE PE# 2007020274



One-rdg. _____
P. Hrngs. X
Pgs. 28
Filed: 10-26-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-274

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 455 for the purpose of permitting a
2 restaurant to operate as a conditional use within the Walnut Street
3 Urban Conservation District No. 1, Area West, generally located at
4 307 South National Avenue. (Staff and Planning and Zoning
5 Commission recommend approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a public hearing on
13 October 7, 2021, made recommendations regarding specific findings of fact on the
14 proposed conditional use, and found that the necessary conditions existed for issuance
15 of Conditional Use Permit No. 455 for the property located at 307 South National
16 Avenue within the Walnut Street Urban Conservation District No. 1, Area West; and
17

18 WHEREAS, a conditional use permit for a restaurant at this location was
19 originally issued in August of 1989; however, the use was discontinued for more than 12
20 consecutive months and therefore a new conditional use permit is required; and
21

22 WHEREAS, City Council finds that sufficient evidence has been presented to
23 satisfy all applicable standards of the Land Development Code for issuance of
24 Conditional Use Permit No. 455; and
25

26 WHEREAS, the granting of such permit is deemed proper, and it is not found to
27 harm the community or injure the value, lawful use, and reasonable enjoyment of
28 properties in the vicinity of 307 South National Avenue.
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 adopts the Commission’s specific findings of fact on the
34 proposed conditional use, and Conditional Use Permit No. 455 is hereby granted in
35 accordance with and subject to the provisions of Section 36-363 of the Land
36 Development Code. Conditional Use Permit No. 455 is granted for the purpose of
37 permitting a restaurant to operate as a conditional use within the Walnut Street Urban
38 Conservation District No. 1, Area West, located at the property described in “Exhibit B,”
39 which is attached hereto and incorporated herein by this reference, and which is
40 generally located at 307 South National Avenue.
41

42 Section 2 – Building permits, certificates of occupancy, and any other required
43 permits or approvals may be issued by the duly authorized officials of the City provided
44 that such issuance is consistent with Section 36-363 of the Land Development Code,
45 any other applicable City regulation or ordinance, and the “Requirements for Conditional
46 Use Permit 455” described in “Exhibit A,” which is attached hereto and incorporated
47 herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit
48 D – Attachment 2” shall govern and control the use and development of the land
49 described in “Exhibit B,” in a manner consistent with the attached site plan depicted on
50 “Exhibit D – Attachment 6.” “Exhibit D” is attached hereto and incorporated herein by
51 this reference in its entirety.
52

53 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
54 the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.
55

56 Section 4 – This Ordinance shall be in full force and effect from and after
57 passage only so long as the Property and any improvements thereon conform to the
58 conditions and requirements described in Section 36-363 of the Land Development
59 Code, other applicable City regulations or Ordinances, and this Ordinance.
60

61 Passed at meeting: _____
62

63 _____
64 Mayor
65

66 Attest: _____, City Clerk
67

68 Filed as Ordinance: _____
69

70
71 Approved as to form: Jill Bennis, Assistant City Attorney
72

73
74 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 274

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit a restaurant as a conditional use within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 455

The applicant is requesting approval of a Conditional Use Permit for a restaurant as a conditional use within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue.

The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council. This property had been used as a restaurant for many years after the first conditional use permit was approved in August of 1989. The applicant is not proposing changes to the existing structure or site development.

The restaurant use must meet the parking requirements or receive approval for a parking reduction by the Administrative Review Committee as specified by the Zoning Ordinance.

CONDITIONS:

1. The regulations and standards listed on Exhibit D - Attachment 3 and 4 shall govern and control the use and development of the land in Use Permit Number 455 in a manner consistent with the attached site plan (Exhibit D - Attachment 6).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.

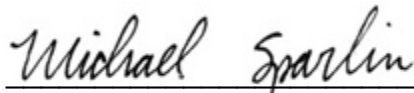
3. Approval of this request will provide for continued use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on October 7, 2021, and recommended approval, by a vote of 6 to 0 of the proposed Conditional Use Permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached "Exhibit A").

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 455

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Requirements for Conditional Use Permit 455

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Additional Standards and Responses for Conditional Use Permits

Attachment 5, Affidavit of Neighborhood Notification and Meeting Summary and Neighborhood comments

Attachment 6, Proposed Site Plan

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 455

1. A restaurant is permitted in conformance with Attachment 6.
2. The restaurant shall comply with all the standards listed in Attachment 3 and 4.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 455

All of lots forty-one (41) and Forty-two (42), East Side Addition to Springfield, Greene County, Missouri, according to the recorded plat thereof.

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 455
Planning and Zoning Commission – October 7, 2021

Conditional Use Permit 455
307 South National Avenue
Applicant: Kirk A. Heyle Trust

Mr. Britton Jobe recused himself.

Mr. Hosmer stated that this a request to approve a Conditional Use Permit for the purpose of authorizing a restaurant within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue. The Comprehensive Plan identifies the property as Medium Intensity Retail, Office, or Housing. The Transportation Plan classifies National Ave as a Primary Arterial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. On-site stormwater detention will be required. The subject property was approved a Conditional Use Permit for a restaurant in August of 1989. The conditional use permit for the restaurant was discontinued or abandoned for a period of 12 consecutive months and a new conditional use permit must be granted by City Council to reestablish the restaurant use. The application meets the approval standards for the conditional use permit. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Nate Dunville, 3144 E. Republic Road; Springfield here to answer any questions.

Mr. Bruce Colony asked about the ratio to car versus table space as this has a very little parking.

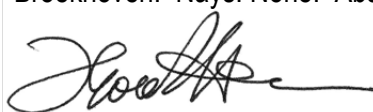
Mr. Dunville noted that they are aware of the lack of parking but will have appropriate parking for the available parking.

Ms. Ogilvy asked what type of restaurant is locating there.

Mr. Dunville declined to answer what type of restaurant it will be.

Mr. Doennig closed the public hearing.

COMMISSION ACTION: Mr. Knuckles motioned to **approve** Conditional Use Permit 455 (307 South National Avenue) with staff responses in attachment 3 & 4, as the specific findings of fact on the proposed conditional use. Mr. Colony seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin and Lebeck. Mr. Britton Jobe recused himself.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

OCTOBER 7, 2021

CITY COUNCIL PUBLIC HEARING:

NOVEMBER 1, 2021



CASE NUMBER:

Conditional Use Permit 455

LOCATION: 307 South National Avenue

ACRES: Approximately 0.4 acres

EXISTING LAND USE: Vacant restaurant

APPLICANT: Kirk A Heyle Trust

STAFF: Michael Sparlin, Senior Planner

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

I move to adopt the Staff Responses in Attachment 3 & 4, as the specific findings of fact on the proposed conditional use, and I move to approve CUP 455. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

This is a request to permit a restaurant as a Conditional Use Permit within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue.

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.
3. Approval of this request will provide for continued use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

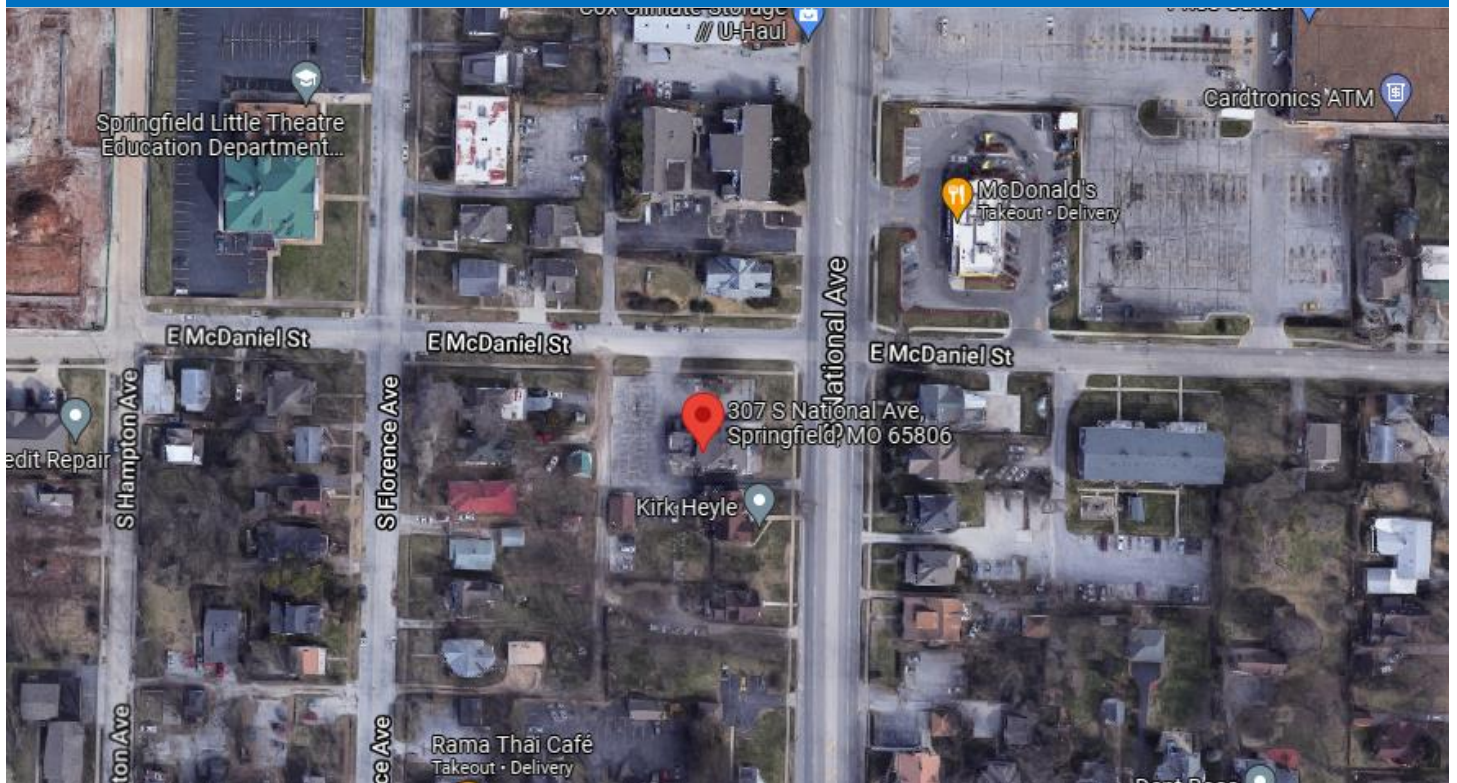
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-HD w/ UCD No 1	R-HD w/ UCD No 1	R-HD w/ UCD No 1	R-HD
LAND USE	Single-family residence	Commercial office use	Law office, residence	Single-family residence

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GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

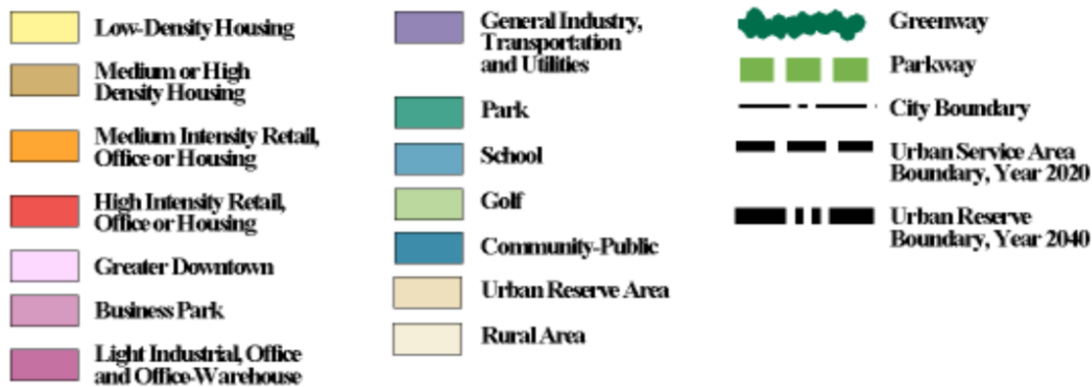
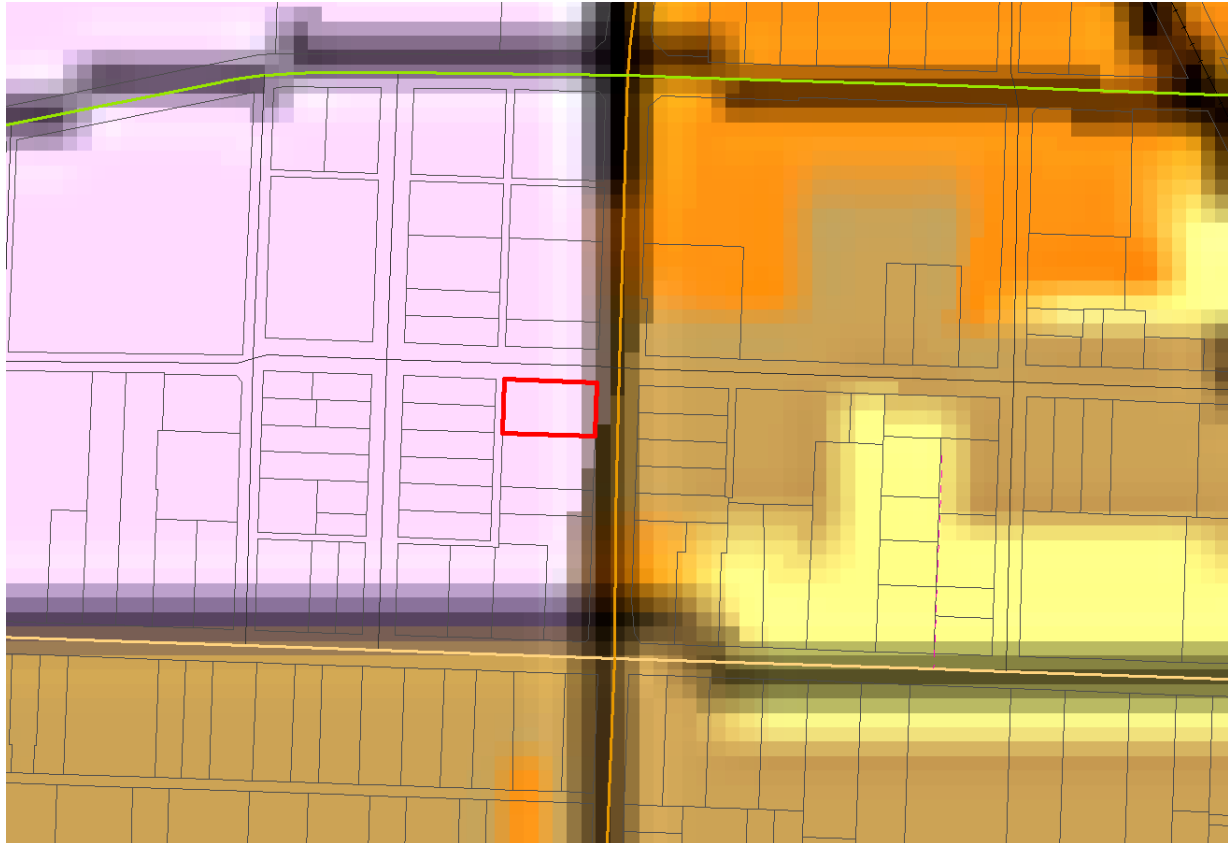


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was approved a Conditional Use Permit for a restaurant in August of 1989. The conditional use for the restaurant was discontinued or abandoned for a period of 12 consecutive months and now a conditional use permit must be granted by City Council to reestablished or resumed.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
 - (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Greater Downtown. This land use category, which pertains to the downtown and University Plaza portions of Center City, allows and promotes high-intensity office, retail, housing, academic and public land uses, preferably in mixed-use buildings with a strong pedestrian orientation.

Development Review Staff Report



STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for a restaurant as a Conditional Use Permit within the Walnut Street Urban Conservation District No. 1, Area West, generally located at 307 South National Avenue.
2. The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.
3. The applicant is proposing to reestablish operation of a restaurant without changes to the existing structure and site development. This property has been used as a restaurant for many years after the first conditional use permit was approved in August of 1989.
4. Approval of this request will provide for continued use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
5. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on September 16, 2021 regarding the rezoning request. A summary of the meeting is attached (Attachment 4)

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 17 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1
CONDITIONAL USE PERMIT 455

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to CUP. Public sewer is available for the development.

FIRE DEPARTMENT COMMENTS:

No issues.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Jordan Creek South Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection Manual*
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the City's *Flood Control and Water Quality Protection 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 City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. National Avenue as a Primary Arterial roadway and E. McDaniel Street as a Local-Commercial roadway. The standard right-of-way width for S. National Avenue 50-feet from the centerline and 30-feet from the centerline for E. McDaniel Street. It appears additional right-of-way is needed along N. National Avenue. It appears no additional right-of-way is needed along E. McDaniel Street. A survey is

Development Review Staff Report



recommended to determine the exact amount of existing right-of-way as nothing can be built or placed in the required right of way. Both S. National Avenue and E. McDaniel Street are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on this section of S. National Avenue is 30,894 vehicles per day. There are no recent traffic counts for E. McDaniel Street. On-street parking is not allowed along S. National Avenue but is allowed on E. McDaniel Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. McDaniel Street and no access points onto the property from S. National Avenue. No access will be allowed to National Avenue. The existing access on E. McDaniel Street does not meet spacing requirements outlined in the City of Springfield Public Works Design Guide. If the driveway is reconstructed, it will need to be pushed to the western property line as far as possible. No additional access to E. McDaniel Street will be allowed.

SIDEWALK

There is existing sidewalk along the property frontage of both S. National Avenue and E. McDaniel Street. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops in the vicinity of this property along E. Sunshine Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. National Avenue	Primary Arterial	No	38	50
Street 2	E. McDaniel Street	Local – Commercial	Yes	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	96	
*Proposed Trips Generated		16	67	96	
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

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments.

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL USE PERMIT 455

1. A restaurant is permitted in conformance with Attachment 6.
2. The restaurant shall comply with all the standards listed in Attachment 3 & Attachment 4.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Development Review Staff Report



STANDARDS FOR CONDITIONAL USE PERMIT 455

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The proposed use as a restaurant will be consistent with the adapted policies in the Springfield Comprehensive Plan and will bring the property into compliance with the plan.	This application is consistent with the <i>Growth Management and Land Use Plan</i> of the <i>Comprehensive Plan</i> which designates this area as appropriate for Greater Downtown. This land use category, which pertains to the downtown and University Plaza portions of Center City, allows, and promotes high-intensity office, retail, housing, academic and public land uses, preferably in mixed-use buildings with a strong pedestrian orientation.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The site will comply with all regulations for safety of itself, the motoring public, pedestrians using the facility, and all others in the area immediately surrounding the Property.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians with traffic access controls that are required. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The site will adhere to all regulations for fire safety and will provide for safety from fire hazards, including, but not limited to, having effective measure of fire control.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The Property has a safe, effective water management system that ensure there is no increased hazard to adjacent properties from flood or water damage.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet development standards for stormwater management.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	The site will adhere to all applicable regulations for noise and sound levels and will not generate noise characteristics that exceed zoning ordinance standards, or those standards typical for the district.	The applicant's response adequately addresses this condition It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	The proposed use will not negatively affect the established character of the neighborhood and will not generate any new light that will be visible from any residential district. The Property is already located in an area of intense commercial/retail use and any light that may be generated from the proposed use will be significantly less than the existing light.	It is not expected that the proposed use will negatively affect neighborhood districts. The applicant's response adequately addresses this condition.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	The proposed use will be appropriate for the site and in compliance with all lighting and signage regulations and codes.	The development will be subject to the signage standards of the Zoning Ordinance and Walnut Street West UCD No. 1.
8. Such signs will not have an adverse effect on any adjacent properties.	The Property will utilize the existing signage and similar signs that have been used by prior tenants of the property and will ensure compliance with applicable lighting and signage regulations, codes, and standards. There will be no adverse effect on any adjacent properties.	The development will be subject to the signage standards on the Zoning Ordinance and Walnut Street West UCD No. 1.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	The street right-of way- and pavement in the vicinity of the Property is adequate for the traffic expected to be generated by the proposed use, as it has been for prior tenants of the property who have been awarded a conditional use permit for the same proposed use.	National Avenue pavement width is adequate to handle increased traffic volume.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	The proposed use of the site will not have an adverse effect on, or be incompatible with, the adjacent and surrounding properties and other matters affecting the public health, safety, and general welfare. The area has several commercial/retail businesses, including other restaurants, and the proposed use will be compatible with the area and add value to the neighborhood.	It is not anticipated that the proposed restaurant will have an adverse effect or be incompatible with the adjacent and surrounding properties. A restaurant has been approved for a conditional use permit for this property in the past.
11. The proposed conditional use will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the	The proposed use of the Property will be in accordance with applicable district regulations and codes and will not dominate the	The standards of the Zoning Ordinance adequately address these issues.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls, and fences on the site; and b. The nature and extent of landscaping and screening on the site.	immediate vicinity or interfere with the development in the area. The Property will be used in a similar, if not identical, manner to prior applicants who have received conditional use permits to operate a restaurant out of the property.	
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	The proposed use will not destroy damage detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	It is not expected that the proposed development will negatively affect any significant natural topography or physical features.
13. The proposed conditional use will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.	The proposed use will not result in the destruction of any natural, scenic, or historical features of significant importance. The proposed use will enhance the historic nature of the Property and the surrounding area by revitalizing what is currently a vacant building while preserving and enhancing the historic aspects of the building located on the Property.	The continued use of this property will promote the viability of the historic property. The applicant is not proposing exterior alterations to the property.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The site otherwise adheres to all regulations including lot size requirements, bulk regulations, use limitation.	The proposed use complies with applicable regulations with regard to lot size, bulk regulations, use limitations and performance standards.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The site will be designed to follow the surrounding developments lot organization in order to promote welfare or convenience of the public.	The applicant's response adequately addresses this condition.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	Off-street parking and loading areas will be provided in accordance with all applicable regulations for parking, loading areas and residential adjacency and the proposed use will be in accordance with any such regulations.	The development will be subject to these standards of the Zoning Ordinance and Walnut Street West UCD.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Existing roads, entrances and exits will be utilized to prevent traffic hazards and to minimize traffic congestion	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The site will use the current existing roads, entrances, exits, sidewalks and other existing amenities for traffic and pedestrian circulations into and exiting the site and will not create any hazards, undue interference, and inconvenience to vehicular and pedestrian travel.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with the traffic access controls that are required with this Conditional Use.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	The proposed use will not interfere with any easements, roadways, rail lines, utilities, or public or private Right of Ways.	No known interference with any public rights of way or easements are known.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The development will adhere to all standards of the Zoning Ordinance and other applicable ordinances, including meeting all fire, health, building, plumbing and electrical requirements.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	The Property is already served public infrastructure and services and the proposed use will continue to utilize existing services provided to the Property.	This property is already served with public infrastructure and services.

Development Review Staff Report



ATTACHMENT 4

ADDITIONAL STANDARDS, WALNUT STREET UCD - WEST, FOR CONDITIONAL USE PERMIT 455

No use permit shall be issued unless the following conditions have been met or provisions made therefore:	Applicant's response:	Staff response:
The application including site plan is complete and does not contain or reveal violations of the regulations applicable to the Walnut Street Urban Conservation District - West.	The completed application and site plan does not contain or reveal violations of the regulations applicable to the Walnut Street Urban Conservation District - West.	The applicant's response adequately addresses this condition. The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
Existing buildings proposed to be converted to uses requiring a "Use Permit" must meet all fire, health, building, plumbing, and electrical requirements of the City of Springfield.	The buildings subject to the proposed conditional use permit continue to meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
The proposed site plan does not interfere with easements, roadways, utilities and public or private rights- of-way.	The proposed site plan and conditional use does not interfere with easements, roadways, utilities and public or private rights-of-way.	The applicant's response adequately addresses this condition.
The proposed use as shown by the site plan is not injurious or detrimental to the use and enjoyment of surrounding property.	The proposed site plan and conditional use is not injurious or detrimental to the use and enjoyment of surrounding property or the rights of surrounding property owners.	This application is not expected to adversely impact the surrounding properties.
The circulation element of the proposed site plan does not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The proposed use as shown by the site plan does not cause or create hazards to safety on or off the site, ensures that there are no disjointed vehicular or pedestrian circulation paths on or off the site, and does not cause or create undue interference or inconvenience to vehicular and pedestrian travel.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.
The screening of the site provides adequate shielding for nearby less intense uses.	To the extent that screening is necessary, the screening in place provides adequate shielding for neighboring properties, including, but not limited to, properties that are zoned for less intense uses.	The applicant's response adequately addresses this condition.
The proposed structures or landscaping are not lacking amenity in relation to or are not incompatible with nearby structures and uses.	The structures and landscaping are consistent and compatible with nearby structures and uses.	The applicant's response adequately addresses this condition.

Development Review Staff Report



No use permit shall be issued unless the following conditions have been met or provisions made therefore:	Applicant's response:	Staff response:
The proposed use as shown by the site plan does not create drainage or erosion problems on or off the site.	No drainage or erosion problems, whether on or off-site, will be created by the proposed use.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet development standards for stormwater management.
The application and site plan have been reviewed by the Landmark Board to determine whether the goal of historic preservation is met, the existing structure is preserved, and any exterior modifications are consistent with the Secretary of Interior's Standards for Historic Preservation Projects and the Walnut Street Urban Conservation District Design Guidelines. Such determination shall be shown by the Board issuing a Certificate of Appropriateness.	A review by the Landmark Board is not required. The existing structure is being preserved and no major exterior alterations are being made. It is applicant's understanding that no certificate of appropriateness is required.	A certificate of Appropriateness issued by the Landmarks Board is not applicable to this development. The applicant is preserving the existing structure and is not proposing exterior alterations to the structure. The Landmarks Board does not review exterior alterations to structures in this location of the Walnut Street West UCD No. 1, unlike other locations within the District.
The City Council may require such additional conditions as it deems necessary to further the public interest, to achieve the intent of the Urban Conservation District Plan and to assure that the conditions stated above are satisfied.	Owner/applicant are willing to do anything within reason to further the public interest, achieve the intent of the UCD Plan and ensure the above conditions are satisfied.	The applicant's response adequately addresses this condition.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: PLN2021-00391 307 S. National Conditional Use Permit
2. Meeting Date & Time: September 16, 2021, 4:00 pm to 6:30 pm
3. Meeting Location: 307 S. National Ave. Springfield, Missouri
4. Number of invitations that were sent: 105
5. How was the mailing list generated: By City Staff
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 of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

100% of attendees and persons who submitted comments were in favor of the conditional use permit and excited about the prospect of a restaurant being operated out of the property. No issues were raised other than dissatisfaction that the conditional use permit process would delay the opening of the restaurant.

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

See attached.

I, C. Nathan Dunville (*print name*), attest that the neighborhood meeting was held on September 21, 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

Nathan Dunville

Printed name of person completing affidavit

Neighborhood Meeting Sign-In Sheet
307 S. National Conditional Use Permit
9/16/2021

	Name	Address	Phone Number	Email	Opposed?
1	Nate Dunville	2144 E. Republic Rd 65804	417-882-9090	ndunville@nolan.com	No
2	Melissa Tompkins	1210 E Cherry Apt A10	812-3961	melissa@heyleerealtors.com	No
3	Kirk A. Heyle	2325 S. Edgewater Dr.	417 353-1024	kirk@heyleerealtors.com	No
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

N Dunville

From: Scott Sturm <scottsturmre@gmail.com>
Sent: Friday, September 10, 2021 8:00 AM
To: N Dunville
Subject: 307 S National building

Hi there,

Thanks for the notification about the Heyle restaurant house getting the conditional use permit restored. I do believe this current stretch of that building sitting empty is the longest I've seen since owning property in that area. Lemme see if I can recall the restaurant lineage that has come and gone there....Billy's Chili, Marketplace Cafe, Garbos, Moosehaven, Enochs, Wing Shack, Exotic Noodle....I'm probably missing one or two others in there.

We have long desired that place to be a real good gyro/Greek food joint, and I think that would be an appropriate building for it since it has that kinda Greek revival look on the outside. Anyhow, whatever moves in there has our blessing and if we're not thrilled with what they're serving, all we gotta do is wait till it folds! Hopefully it'll be a fruitful endeavor for everyone involved though. Good luck with the meeting next week!

Scott

Scott Sturm
AMAX Real Estate
1324 E Kingsley St
Springfield MO 65804
417-855-2333 office
417-773-2631 cell/text

N Dunville

From: Peggy Wise <peggy@sweerelaw.com>
Sent: Thursday, September 16, 2021 12:59 PM
To: zoning@springfieldmo.gov; N Dunville
Subject: 307 S National Neighborhood Meeting
Attachments: 307SNationalApproval.pdf

Mr. Hosmer and Mr. Dunville,

I received a Neighborhood Meeting Notice for 307 S. National for this evening. I may not be able to attend; however, I'm attaching a comment card so that you are aware that we support the issue of a Conditional Use Permit for the property so that it may again be operated as a restaurant. It is an excellent use of the property and we miss a restaurant being located there. Thank you.

Robert M. Sweere LLC
Attorney at Law
302 S National Ave
Springfield MO 65802
417-862-0063 - telephone
417-862-0222 – facsimile

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307 S National Neighborhood Meeting



Peggy Wise <peggy@sweerelaw.com>

To Zoning@springfieldmo.gov; ndunville@nnlaw.com

[Reply](#)[Reply All](#)[Forward](#)

Thu 9/16/2021 12:59 PM



307SNationalApproval.pdf
678 KB

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

Mr. Hosmer and Mr. Dunville,

I received a Neighborhood Meeting Notice for 307 S. National for this evening. I may not be able to attend; however, I'm attaching a comment card so that you are aware that we support the issue of a Conditional Use Permit for the property so that it may again be operated as a restaurant. It is an excellent use of the property and we miss a restaurant being located there. Thank you.

Robert M. Sweere LLC
Attorney at Law
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DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss an application for a Conditional Use Permit in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits, an application for a change in land use or zoning the property will be posted, there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

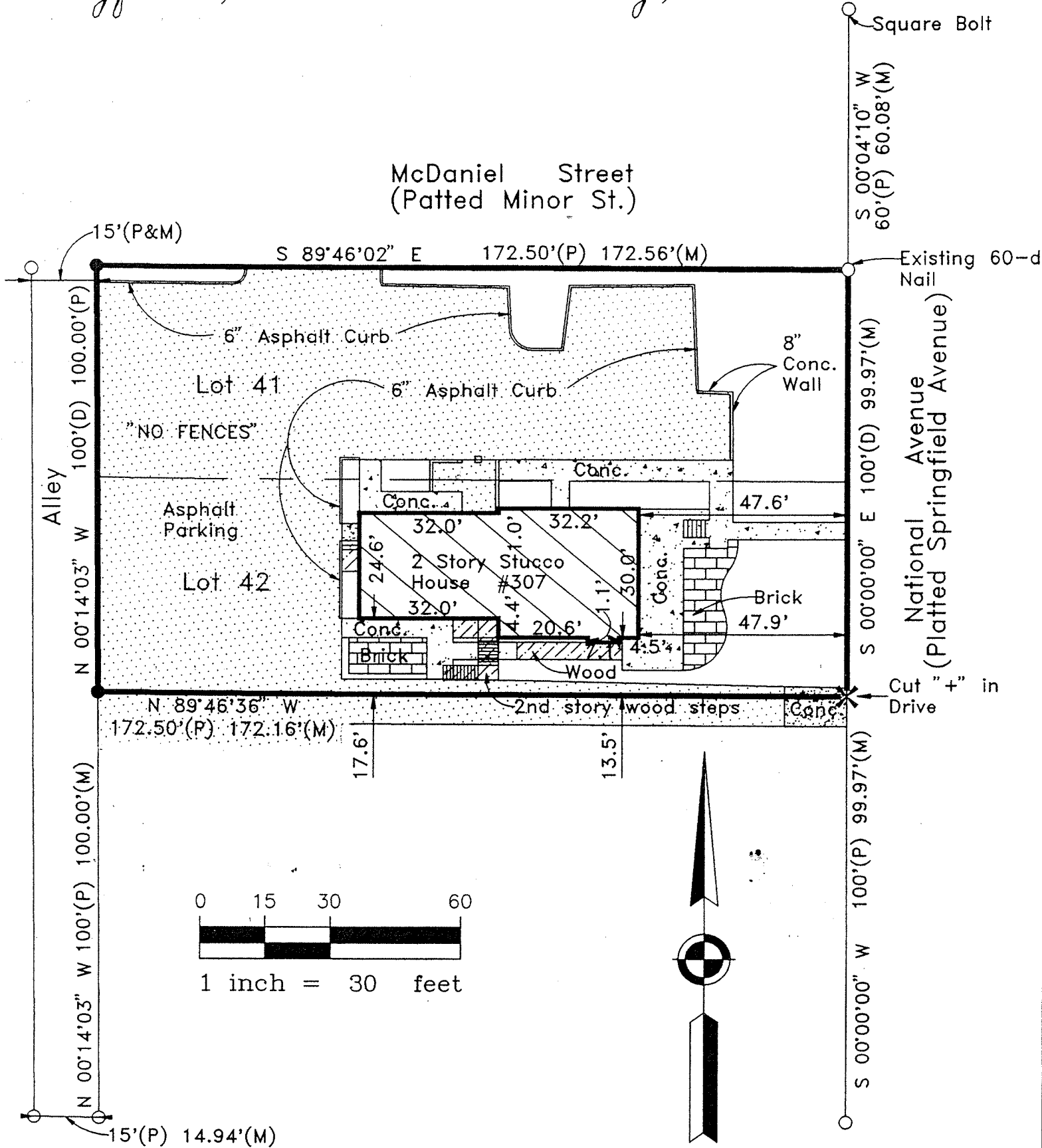
Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65802

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

DATE:	9-15-2021	Telephone No.	417-862-0063
YOUR NAME:	Robert Sweere		
YOUR ADDRESS:	302 S. National Ave.		
PROJECT ADDRESS:	307 S. National Ave.		
COMMENTS:	This project should be granted the Conditional Use Permit and return to being operated as a restaurant. We look forward to the opening!		
	Bob		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611 Phone / 417.864.1882 Fax

Lots 41 & 42, East Side Addition
Springfield, Greene County, Missouri



This property shown hereon does not lie within a H.U.D. Identified Flood Hazard Area
290149-0007-B 10-16-91

This survey is an Instrument of Service as of this date and to the noted client only,
is not to be reused by any party unless it has been updated and recertified by the
undersigned company.

I hereby declare to the below noted client that the information contained hereon is
based on an actual survey of a Class A type property described herein, which was
performed under my supervision and to the best of my knowledge and belief, in
accordance with the current Missouri Minimum Standards for Property Boundary Surveys.
Apparent ownerships are based on information provided by the client and
do not represent an Opinion as to Title.

Easements are shown from the recorded subdivision plat and may not be
all of the easements of record; no above ground or below ground
utilities are shown.

03-08-95 Heyle Real Estate

Job# 112-429

Date Client
EIR O -- Existing 5/8" Iron Rod
SIR ● -- Set 5/8" Iron Rod
□ -- Fence Line

PLS# 2069 By: P.N.
P - Plat Distance
M - Measured Distance
D - Deed Distance



JOHN C. GORDON & ASSOC., INC.
REGISTERED LAND SURVEYORS
SUBDIVISION ENGINEERING

1329 East Republic Rd Phone
Springfield, MO 65804 883-4736

One-rdg. _____
P. Hrngs. X
Pgs. 53
Filed: 10-26-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-275

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Petition to Establish the SGF Sports Community Improvement
2 District; authorizing the City Manager to execute a Cooperative
3 Agreement between the City of Springfield, the SGF Sports
4 Community Improvement District, and SGF Sports, LLC; and directing
5 the City Clerk to notify the Missouri Department of Economic
6 Development of the creation of the District. (Staff recommends
7 approval.)
8 _____
9

10 WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "CID Act") authorize the
11 governing body of any municipality, as defined in the CID Act, upon a proper petition
12 requesting the formation and after a public hearing, to adopt an ordinance establishing a
13 community improvement district; and
14

15 WHEREAS, on October 7, 2021, a Petition ("Petition") to Establish the SGF
16 Sports Community Improvement District (the "District") was filed with the City Clerk; and
17

18 WHEREAS, the City Clerk verified that the Petition complied with the CID Act,
19 and a public hearing was set with all proper notice being given in accordance with the
20 CID Act or other applicable law; and
21

22 WHEREAS, City Council held a public hearing on November 1, 2021, at which all
23 persons interested in the formation of the District, were allowed an opportunity to speak
24 and at which time City Council heard all protests and received all endorsements.
25

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

29 Section 1 – The SGF Sports Community Improvement District is hereby created
30 within the City of Springfield, Missouri, as a political subdivision of the State of Missouri,
31 having the powers and purposes set forth in the Petition, the original of which is on file
32 with the City Clerk and a copy of which is attached hereto and incorporated herein by
33 this reference as "Exhibit 1."

34
35 Section 2 – Pursuant to the Petition, the existence of the District shall
36 automatically terminate if the District has not, within six months of passage of this
37 Ordinance, duly approved and executed a binding cooperative agreement with the City,
38 in substantial conformance with the agreement attached hereto as “Exhibit 2.”
39

40 Section 3 – The City Manager, or his designee, is hereby authorized to enter into
41 the Cooperative Agreement, in substantially the same form presented as “Exhibit 2,”
42 and to do all things reasonable and convenient to comply with the terms and intent of
43 this Ordinance.
44

45 Section 4 – The City Clerk is hereby directed to prepare and file with the Missouri
46 Department of Economic Development and the state auditor the report specified in
47 Subsection 6 of Section 67.1421 of the Community Improvement District Act, and to
48 further notify the Office of the Greene County Clerk of the District’s Petition and
49 establishment.
50

51 Section 5 – The officers of the City are hereby authorized and directed to execute
52 all documents and take such actions as they may deem necessary or advisable in order
53 to carry out and perform the purposes of this Ordinance and to make ministerial
54 alterations, changes, or additions to the foregoing documents herein approved,
55 authorized, and confirmed which they may approve and the execution of such action
56 shall be conclusive evidence of such necessity or advisability.
57

58 Section 6 – This Ordinance shall be in full force and effect from and after its
59 passage.
60

61 Passed at meeting: _____
62

63 _____
64 Mayor
65

66 Attest: _____, City Clerk
67

68 Filed as Ordinance: _____
69

70
71 Approved as to form: *Jill Burris*, Assistant City Attorney
72

73
74 Approved for Council action: *Jason R. Hays*, City Manager

EXPLANATION TO COUNCIL BILL 2021- 275

FILED: 10-26-21

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To adopt a special ordinance approving the Petition to Establish the SGF Sports Community Improvement District and authorizing the City Manager, on behalf of the City, to execute a Cooperative Agreement between the City of Springfield, the SGF Sports Community Improvement District, and SGF Sports, LLC. (Staff recommends approval.)

BACKGROUND INFORMATION: On March 8, 2021, the City Council passed Special Ordinance 27472, authorizing the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with SGF Sports, LLC (the "Developer") to facilitate development of a private athletic complex (the "SGF Sports Development") located immediately west of Deer Lake Golf Course near the intersection of West State Highway 266 and North Airport Boulevard. According to the agreement, the City has agreed to reimburse the Developer up to \$2 million in public improvements as well as up to an additional \$100,000 in related financing costs upon completion of the SGF Sports Development. In exchange, the Developer has agreed to cooperate with the City in establishing a Community Improvement District (CID) over the entire SGF Sports Development for the purpose of reimbursing the City for the expenses incurred under the Agreement.

Pursuant to the terms of the Infrastructure Reimbursement Agreement, City staff and the Developer have prepared and filed the Petition to Establish the SGF Sports Community Improvement District with the Springfield City Clerk. The District encompasses the SGF Sports Development, which comprises approximately 114.57 acres generally located at the southwest corner of the intersection of West State Highway 266 and North Airport Boulevard. The District will be a political subdivision of the State of Missouri. It will be governed by a five-member board of directors that will initially consist of Martin Gugel, John Haik, Rob Haik, Sarah Kerner, and Bill Weaver. All successor directors will be appointed by the Mayor with the consent of the City Council. The District will have an initial term of 20 years and shall be renewed until the City's investment in the SGF Sports Development has been repaid.

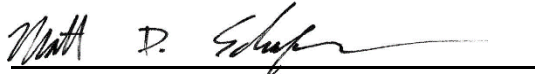
The SGF Sports Community Improvement District will have the power to impose a sales and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such tax shall be subject to the approval of the qualified voters within the District by a mail-in ballot election. If approved, the District shall use the sales and use tax revenues to reimburse the City up to \$2.1 million with interest at the rate of five percent (5%) for the public improvements and related financing costs the City has agreed to fund pursuant to the Infrastructure Reimbursement Agreement. Funded improvements include on-site and off-site sanitary sewer, water, and natural gas; regional detention basins; road and sidewalk

improvements; design and permitting fees; and contingency costs.

The Cooperative Agreement between the City of Springfield, the SGF Sports Community Improvement District, and the Developer specifies how the District sales and use tax revenue will be collected and disbursed. Under this agreement, the Missouri Department of Revenue will collect the District sales and use tax and deposit the revenues into a special trust account created by the District. The District shall use the funds to reimburse the City for the expenses incurred under the Infrastructure Reimbursement Agreement. Prior to the disbursement of funds, the City shall submit a Certificate of Completion and Reimbursable Project Costs along with supporting documentation (e.g., receipts, invoices, etc.) to the District, verifying that the public improvements have been completed and that the amounts paid by the City to the Developer are reimbursable to the City by the District.

REMARKS: The Petition has been certified by the Springfield City Clerk as a proper petition in accordance with the CID Act. Staff recommends approval.

Submitted by:



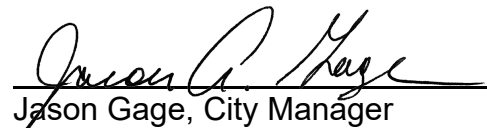
Matt D. Schaefer, AICP,
Senior Planner

Recommended by:



Sarah Kerner,
Economic Development Director

Approved by:



Jason Gage, City Manager

**PETITION TO ESTABLISH THE
SGF SPORTS
COMMUNITY IMPROVEMENT DISTRICT**

Springfield, Greene County, Missouri

Submitted 8/30, 2021

PETITION TO ESTABLISH THE SGF SPORTS COMMUNITY IMPROVEMENT DISTRICT

To the City Council of the City of Springfield, Greene County, Missouri (the “City”)

The undersigned (the “Petitioners”), being the owner of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the SGF Sports Community Improvement District (the “District”) and the owners of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City approve and establish the SGF Sports Community Improvement District in order to fund all or part of the cost of services and public improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, RSMo (the “Community Improvement District Act” or “CID Act”) in accordance with this Petition.

1. Legal Description and Map of District Boundaries; Property Areas; Ownership.

The legal description of the District is attached hereto as Exhibit A. A map illustrating the District boundaries is attached hereto as Exhibit B. The boundaries of the District are contiguous. The Petitioners are the owners of more than 50% by assessed value of the real estate within the District and the owners of more than 50% per capita of all owners of real property within the boundaries of the District. A listing of all the owners of real estate is attached hereto as Exhibit C.

2. Name of District.

The name of the District is the “SGF Sports Community Improvement District.”

3. Signatures May Not Be Withdrawn Later Than Seven Days After Submittal.

Notice has been provided to all Petitioners that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. Five-Year Plan.

A five-year plan stating a description of the purposes of the District, the improvements it will make, and an estimate of costs of these improvements to be incurred is attached hereto as Exhibit D and includes Exhibits D-1, D-2, and D-3.

5. Type of District.

The District will be a political subdivision.

6. Board of Directors.

The District will be governed by a five (5) member board of directors (the "Board").

A. Qualifications.

Each Director shall meet the following requirements:

- i) Be at least 18 years of age; and
- ii) Be either:
 - (1) An official or employee of the City of Springfield; or
 - (2) An owner of real property within the District, which is defined in the CID Act as the individual or individuals or entity or entities who own a fee interest in real property that is located within the district ("Owner") or their legally authorized representative ("Owner Representative"). All Owner representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

B. Representation.

- i) At least three (3) of the five (5) of the Directors shall be City of Springfield officials or employees as selected by the City.

Except for the initial Directors which are named, approved and appointed by way of the City's written acceptance of this Petition, each Director shall be appointed by the Mayor with the advice and consent of the City Council according to a slate submitted by the Board to the City Clerk.

The Petitioners hereby propose the following slate of Directors:

NAME	TYPE	TERM
Sarah Kerner	City of Springfield Official/Employee	4 Years
John Hart	Owner/Owner Representative	4 Years
Martin Gugel	City of Springfield Official/Employee	2 Years
Rob Hart	Owner/Owner Representative	2 Years
Bill Weaver	City of Springfield Official/Employee	2 Years

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance herewith, and their successors shall serve for four-year terms or until their successor is appointed in

accordance with the CID Act. If so appointed, there shall be no limits on the number of times a person may serve as a Director and there shall not be any term limits.

In the event for any reason a Director is not able to serve his or her full term or is removed from the Board for any reason ("Exiting Director"), any vacancy to the Board shall be filled by appointment of an interim director ("Interim Director") which shall be nominated by the remaining Directors and appointed by the Mayor as described below. Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth in this Article, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director. Provided, however, that the failure to meet such representation requirements shall not affect the Board's authority to hold meetings, exercise any of the District's powers or take any otherwise lawful action, assuming a lawful quorum to do so.

In the event for any reason all the Directors resign, become incapacitated, or are otherwise unable to serve their respective terms, the Mayor shall appoint new Directors to serve on the Board as provided herein with the advice and consent of the City Council.

7. Successor Directors.

- A. Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed in accordance with the CID Act according to a slate submitted to the City Clerk by the Board. The City Clerk shall deliver the slate to the Mayor. The Mayor may appoint the successor Directors according to the slate submitted, provided that such appointments shall not be effective unless the City Council consents to said appointments by resolution; or the Mayor or the City Council may reject the slate submitted and request in writing that the Board submit an alternate slate.
- B. If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted, and the City Council may consent by resolution to the appointment; or, the Mayor or the City Council may reject the alternate slate submitted and request that the Board submit another alternate slate.
- C. The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the City Council.

8. Total Assessed Value.

As of the date of submittal, the total assessed value of all real property located within the District is \$354,140.

9. Determination of Blight.

The Petitioners do not seek a determination that the District, or any portion thereof, is a blighted area.

10. Life of District.

Subject to the provisions of Section 13 of this Petition, the District will have an initial term of 20 years with the intent, as indicated in the Infrastructure Agreement, that the term would continue to be renewed until the City's investment in the project has been repaid. The CID will terminate when (i) the City's entire cost of the CID Project, as such term is defined on Exhibit D attached hereto (including Exhibits D-1, D-2 and D-3), has been reimbursed by the CID Sales and Use Tax revenues, or (ii) until the entire,; or (ii) when any bond, notes or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

11. Maximum Rates of Business License Tax, Real Property Tax and Sales Tax.

A. License and Real Estate Taxes.

The District will not impose business license taxes or real estate taxes.

B. Sales and Use Taxes.

The District may impose a sales and use tax, at a maximum rate of one percent (1.0%), on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo., except sales of motor vehicles, trailers, boats or outboard motors and sales to public utilities and providers of communications, cable, or video services (the "CID Sales and Use Tax"). The CID Sales and Use Tax shall be approved by a majority of the qualified voters in the District by mail-in ballot as required by Section 67.1545, RSMo.

12. Maximum Rates of Special Assessments and the Method of Assessment.

The District will not impose special assessments.

13. Intergovernmental Cooperative Agreement Relating to CID Sales Tax Revenue Collection and Distribution.

Within six (6) months following the establishment of the District and prior to funding eligible project costs, the District, the City, and the Developer shall enter into an intergovernmental cooperative agreement (the "Cooperative Agreement") that shall provide for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenues, and other rights, duties, and obligations of the District, City, and Developer for the operations of the District.

14. Limitations on Borrowing Capacity.

The District will have the authority to borrow funds from any public or private source and issue obligations and provide security for the repayment of same as provided by the CID Act and as otherwise provided by law.

15. Limitations on Revenue Generation.

The District shall have no limitations on the revenue it may generate.

16. Other Limitations on District Powers.

The District will have the authority and powers granted to community improvement districts and political subdivisions under the CID Act and as otherwise provided by law.

17. Annual Reports and Meetings.

The District shall comply with the reporting and meeting requirements described in Sections 67.1471 and 105.145, RSMo., and acknowledges that such meetings shall be open to the public.

18. Request for Ordinance Establishing District.

The Petitioners respectfully request the City Council of the City of Springfield, Missouri to enact an ordinance to establish the District as set forth in this Petition.

19. Severability

If any provision of this Petition shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition 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 circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever

[Remainder of page left intentionally blank. Signature Pages follow]

Signature Page to Petition to Establish the SGF Sports Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the SGF Sports Community Improvement District according to the preceding Petition.

Name of Owner: Deer Lake Partners, LLC

Owner's Telephone Number: (918) 523-4000

Owner's Mailing Address: 4500 South 129th E. Ave, Suite 115
Tulsa, OK 74134

If Signer is different from Owner

Name and Title of Signer: Robert E. Phillips, President- Philcrest Properties, Inc

Basis of Signer's Legal Authority to Sign: Sole manager of Deer Lake Properties, LLC

Signer's Telephone Number: (918) 523-4000

Signer's Mailing Address: (Same as above)

If the Owner is an individual, state if owner is single or married: married

If Owner is not an individual, state what type of entity: limited liability company

Owner's Property within District

Parcel Number

881423100001

Assessed Value

\$3,770

Map

[Attached]

If multiple individuals own the property (e.g. husband and wife), then each individual owner must sign with notary attestation. Additional signature blocks are available on following page.

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. Signatures may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

By:

Robert E. Phillips
Signature of Owner or Person Signing for Owner

7/15/21
Date

STATE OF ~~MISSOURI~~

OKLAHOMA

) SS.

COUNTY OF ~~GREENE~~

TULSA

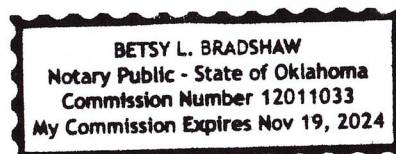
)

Before me personally appeared Robert Phillips, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 15th day of July, 2021.

Betsy L. Bradshaw
Notary Public

My commission expires: 11-19-24





Signature Page to Petition to Establish the SGF Sports Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the SGF Sports Community Improvement District according to the preceding Petition.

Name of Owner: JJ&J, Incorporated

Owner's Telephone Number: 785-233-2868

Owner's Mailing Address: 913 SE 29th St Topeka KS 66605

If Signer is different from Owner

Name and Title of Signer: Rick Farrant, Pres

Basis of Signer's Legal Authority to Sign: Pres of JJ&J, Inc

Signer's Telephone Number: 785-640-2890

Signer's Mailing Address: 2321 NW 44th St Topeka KS 66618

If the Owner is an individual, state if owner is single or married: _____

If Owner is not an individual, state what type of entity: corporation

Owner's Property within District

Parcel Number
881424200020

Assessed Value
\$341,630

Map
[Attached]

If multiple individuals own the property (e.g. husband and wife), then each individual owner must sign with notary attestation. Additional signature blocks are available on following page.

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. Signatures may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

By: [Signature]
Signature of Owner or Person Signing for Owner

8-7-21
Date

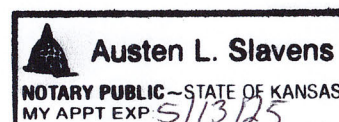
STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me personally appeared Rick Farrant, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7 day of August, 2021.

[Signature]
Notary Public

My commission expires: 5/13/25





Signature Page to Petition to Establish the SGF Sports Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the SGF Sports Community Improvement District according to the preceding Petition.

Name of Owner: Springfield Underground, Inc.

Owner's Telephone Number: 417-874-1400

Owner's Mailing Address: 3253 E Chestnut Expy. #1, Springfield MO 65802

If Signer is different from Owner

Name and Title of Signer: John Griesemer

Basis of Signer's Legal Authority to Sign: President / CEO

Signer's Telephone Number: 417-874-1400

Signer's Mailing Address: 3253 E Chestnut Expy #1, Springfield mo 65802

If the Owner is an individual, state if owner is single or married: _____

If Owner is not an individual, state what type of entity: corporation

Owner's Property within District

Parcel Number

881413300001

Assessed Value

\$8,740

Map

[Attached]

If multiple individuals own the property (e.g. husband and wife), then each individual owner must sign with notary attestation. Additional signature blocks are available on following page.

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. Signatures may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

By: 
Signature of Owner or Person Signing for Owner

August 27, 2021

Date

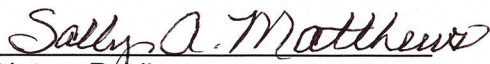
STATE OF MISSOURI)

) SS.

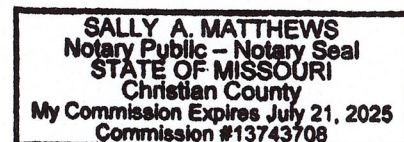
COUNTY OF GREENE)

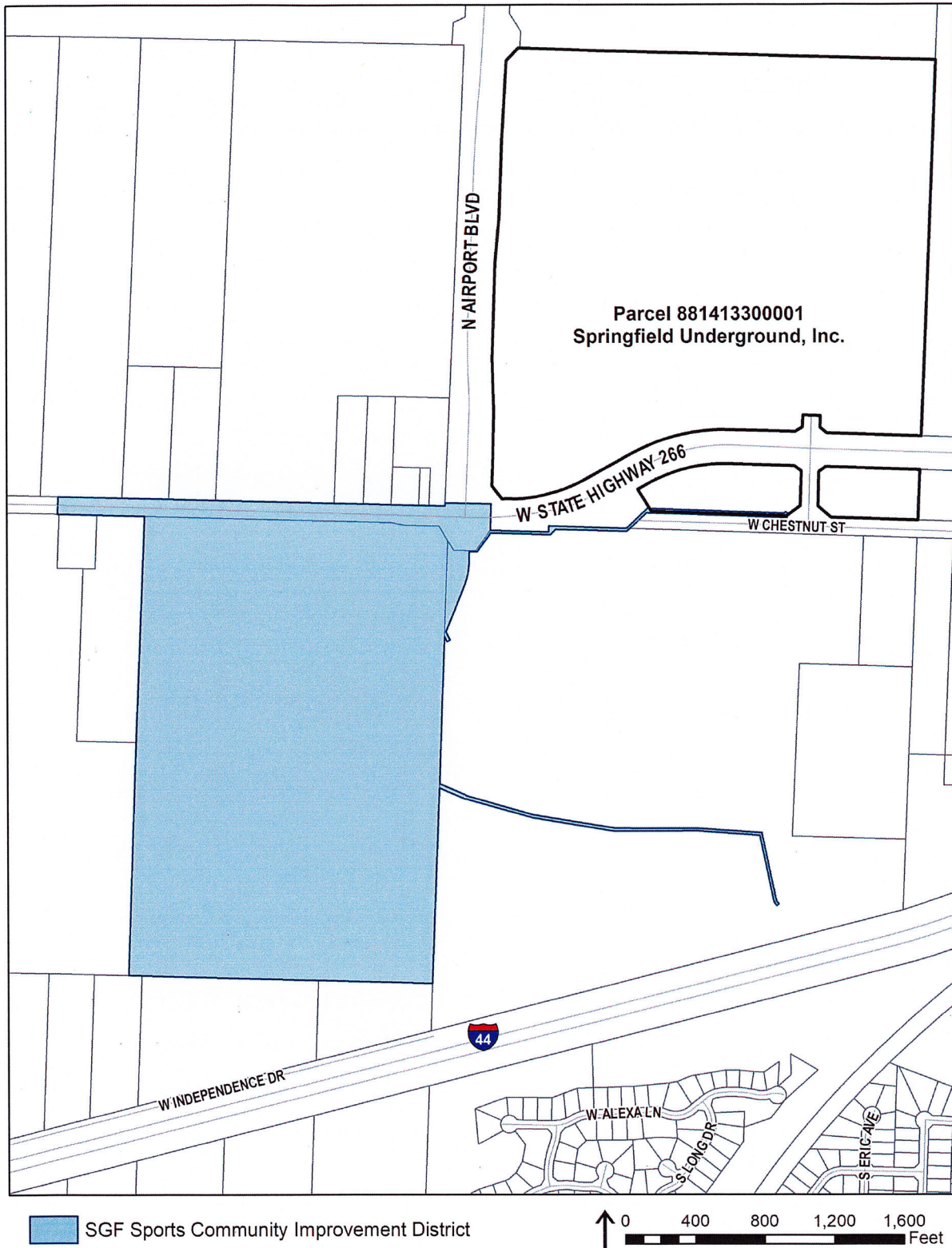
Before me personally appeared John Griesemer, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 27th day of August, 2021.


Notary Public

My commission expires: 07/21/2025



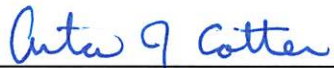


CLERK'S RECEIPT OF PETITION

This Petition to establish the SGF Sports Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 7th day of October 2021.

[SEAL]





Anita J. Cotter, CMC/MRCC
City Clerk

City Clerk Verification

Pursuant to Section 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I, Anita J. Cotter, City Clerk of Springfield, Missouri, state the following:

1. A petition to establish the SGF Sports Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 7th day of October 2021.
2. I have reviewed the petition and have determined on October 12, 2021, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: 10/12/2021

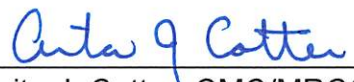

Anita J. Cotter, CMC/MRCC
City Clerk

EXHIBIT A

A Community Improvement District being a part of the Northeast Quarter (NE¼) of Section 23, a part of the Northwest Quarter (NW¼) of Section 24, a part of the Southwest Quarter (SW¼) of Section 13, and a part of the Southeast Quarter (SE¼) of Section 14, all in Township 29 North, Range 23 West, in the City of Springfield, Greene County, Missouri, being a part of the tracts of land recorded in the Greene County Recorder's Office in Book 2010 at Page 24733-10, Book 2019 at Page 3299-19 and Book 1723 at Page 252, including a part of the public right-of-way of State Highway 266 and Chestnut Street, more particularly described as follows:

BEGINNING at the Southeast corner of said NE¼ of Section 23; thence N88°18'37"W, along the South line of said NE¼, a distance of 1754.59 feet; thence N02°19'28"E, a distance of 1333.45 feet; thence N02°09'04"E, a distance of 1287.55 feet to a point on the South Right-of-Way line of State Highway 266, as it now exists; thence N88°25'01"W, along said South Right-of-Way line, a distance of 507.66 feet; thence N01°34'59"E, a distance of 100.00 feet to a point on the North Right-of-Way line of said State Highway 266; thence S88°25'01"E, along said North Right-of-Way line, a distance of 2231.52 feet; thence N02°36'16"E, a distance of 18.33 feet; thence S88°26'18"E, a distance of 269.77 feet; thence S01°33'42"W, a distance of 150.44 feet to a point on said South Right-of-Way line of State Highway 266; thence S88°18'14"E, along said South Right-of-Way line, a distance of 340.63 feet; thence N01°41'44"E, along said South Right-of-Way line, a distance of 31.06 feet; thence S88°16'20"E, a distance of 440.69 feet; thence N46°58'29"E, a distance of 156.27 feet to a point on the North line of an existing utility easement; thence S88°16'29"E, along said easement line, a distance of 141.05 feet; thence S87°55'29"E, continuing along said easement line, a distance of 646.27 feet; thence N45°00'00"E, a distance of 11.94 feet; thence S45°00'00"E, a distance of 13.04 feet; thence S02°02'05"W, a distance of 24.86 feet; thence N87°55'29"W, a distance of 663.89 feet; thence N88°16'29"W, a distance of 144.89 feet; thence S46°58'29"W, a distance of 142.07 feet; thence N88°16'20"W, a distance of 412.86 feet; thence S46°38'54"W, a distance of 43.86 feet; thence N88°18'14"W, a distance of 335.70 feet; thence S35°58'43"W, a distance of 142.78 feet; thence N88°25'22"W, a distance of 45.09 feet; thence S01°41'23"W, a distance of 70.28 feet; thence along a tangent curve to the right, said curve having a radius of 330.00 feet, an arc length of 115.89 feet, a central angle of 20°07'18" and a chord distance of 115.30 feet which bears S11°45'02"W; thence S21°48'40"W, a distance of 292.85 feet; thence S26°59'08"E, a distance of 51.80 feet; thence S63°00'52"W, a distance of 20.00 feet; thence N26°59'08"W, a distance of 41.65 feet to a point on the East line of the NE¼ of the NE¼ of said Section 23; thence S02°17'20"W, along said East line, a distance of 643.34 feet to the Southeast corner of said NE¼ of the NE¼ of Section 23; thence S01°58'38"W, along the East line of the SE¼ of the NE¼ of said Section 23, a distance of 200.63 feet; thence S66°55'11"E, a distance of 172.24 feet; thence S23°04'49"W, a distance of 2.50 feet; thence S74°08'39"E, a distance of 399.33 feet; thence S80°35'52"E, a distance of 473.24 feet; thence N89°47'19"E, a distance of 475.58 feet; thence S86°02'08"E, a distance of 367.48 feet; thence S12°07'13"E, a distance of 397.95 feet; thence S39°01'11"E, a distance of 20.47 feet; thence S50°58'49"W, a distance of 15.00

feet; thence N39°01'11"W, a distance of 24.06 feet; thence N12°07'13"W, a distance of 390.25 feet; thence N86°02'08"W, a distance of 355.64 feet; thence S89°47'19"W, a distance of 476.30 feet; thence N80°35'52"W, a distance of 475.34 feet; thence N74°08'39"W, a distance of 401.12 feet; thence S23°04'49"W, a distance of 2.50 feet; thence N66°55'11"W, a distance of 165.46 feet to a point on said East line of the SE¼ of the NE¼ of Section 23; thence S01°58'38"W, along said East line, a distance of 1,116.89 feet to the POINT OF BEGINNING.

Containing 114.565 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

The above description to be used only for the purpose of establishing the boundaries of a Community Improvement District and should not be used for any other purposes.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: City of Springfield
Project No.: B16-1787

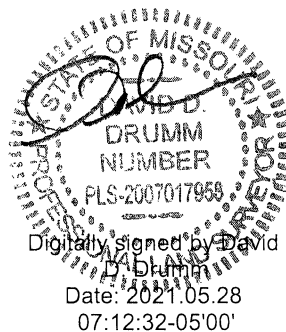


EXHIBIT B
Map of District Boundaries

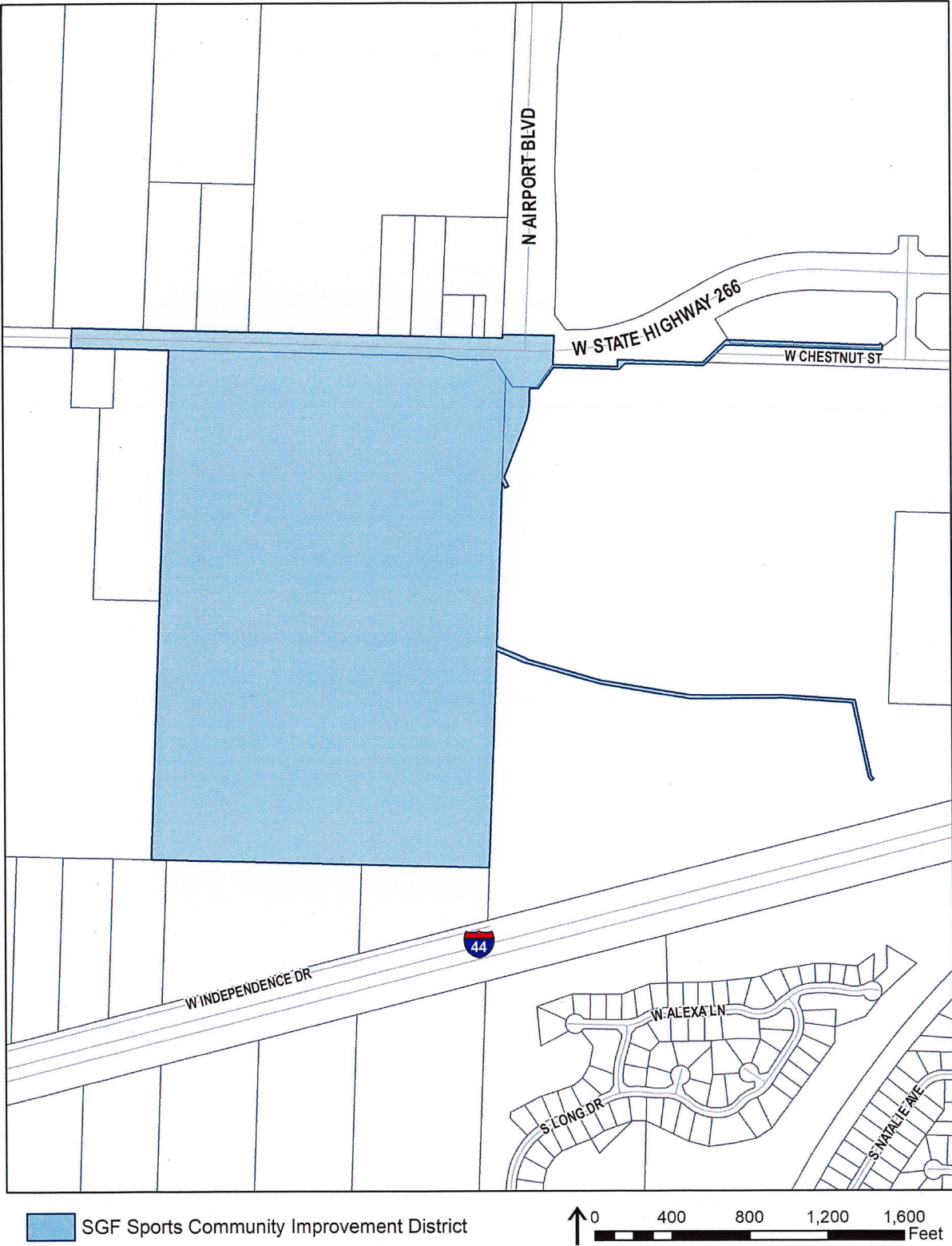


EXHIBIT C
List of Owners of Real Property inside District

Owner	Parcel No.	Assessed Valuation (2020)	Acres
Deer Lake Partners, LLC	881423100001	\$3,770	106.04
JJ&J, Incorporated	881424200020	\$341,630	128.07 ¹
Springfield Underground, Inc.	881413300001	\$8,740	144.62 ¹

¹ Parcel is only partially located inside District

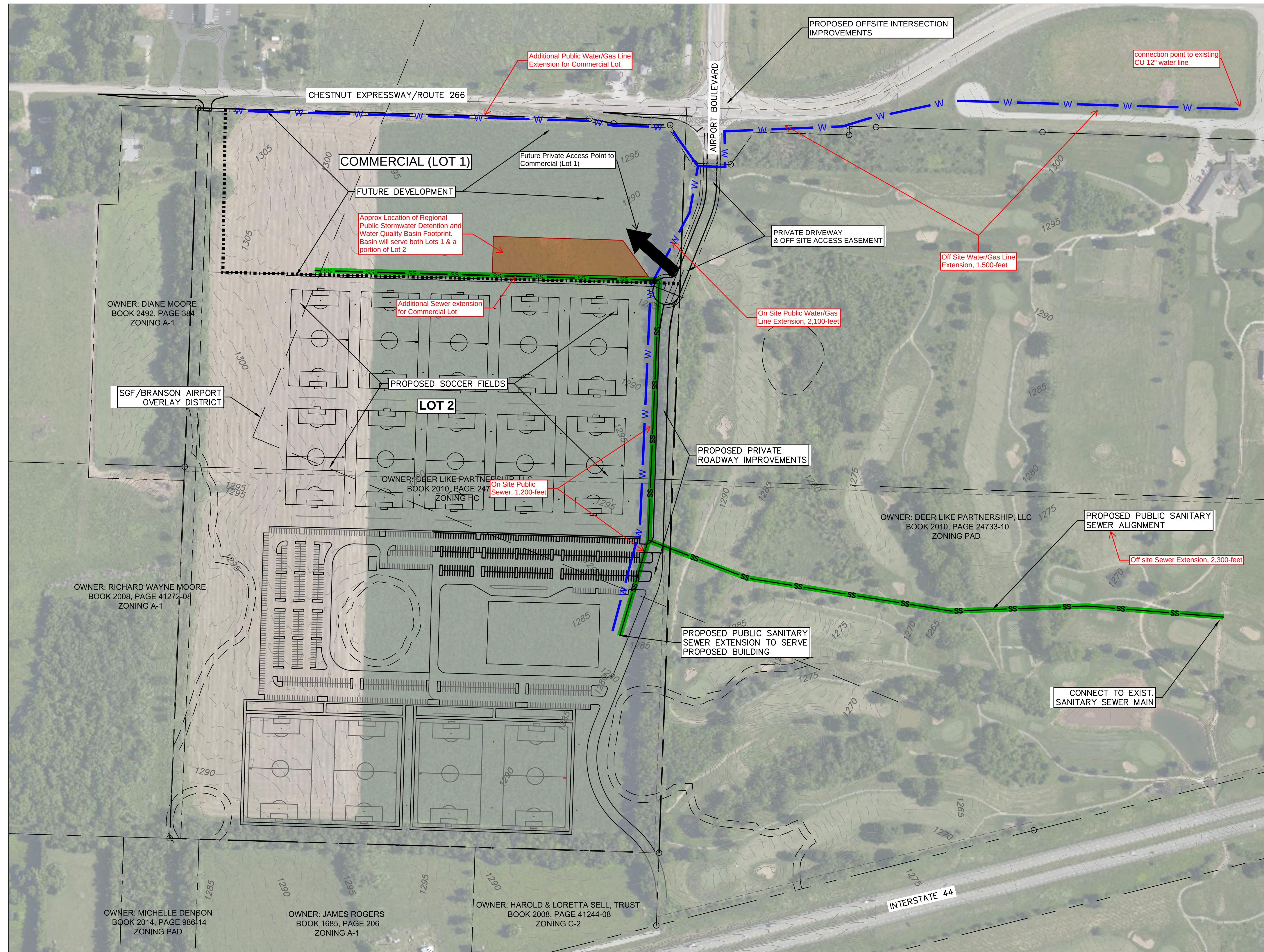
EXHIBIT D
Five-Year Plan

1. **Purpose of the District.** The purposes of the District are to:
 - A. Provide or cause to be provided for the benefit of the District, the certain public improvements as described in this Exhibit;
 - B. To levy and collect the CID Sales and Use Tax in order to provide a source of repayment for public improvements as proposed within this Petition, and related expenses; and
 - C. Provide for ongoing administrative activities (e.g. accounting, communications, reporting) as are required by the CID Act and the Cooperative Agreement; and,
 - D. Such other purposes as authorized or required by the CID Act.
2. **Services.** The services to be performed by the District may include the following:
 - A. Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the CID Act and the revised statutes of the State of Missouri;
 - B. Developing funding sources, including the levying of the CID Sales and Use Tax, necessary in order to pay for the costs and expenses of the District and to pay for public improvements as proposed within this Petition, all in a manner authorized by the CID Act; and
 - C. Providing such accountings, reports and communications as are required by the CID Act and the Cooperative Agreement.
3. **Improvements.** The District shall use its revenues to fund certain public improvements that are required to facilitate development of a private athletic complex and adjoining potential retail/commercial component near the southwest corner of the intersection of North Airport Boulevard and West State Highway 266 as per the Infrastructure Reimbursement Agreement between SGF Sports, LLC and the City of Springfield, Missouri, dated March 10, 2021 (the "CID Project"). These public improvements include on-site and off-site sanitary sewer, water, and gas; regional detention basin(s); road and sidewalk improvements; associated design and permitting fees; and contingency costs. The public improvements associated with the CID Project and their estimated costs are detailed in Exhibits D-1 and D-2.

Per the Infrastructure Reimbursement Agreement, SGF Sports, LLC (the "Developer") shall construct the CID Project. Upon completion, the City of Springfield shall reimburse up to \$2 million of CID Project costs and \$100,000 of interest costs to the Developer. The District shall then use its revenues to reimburse the City of Springfield up to \$2.1 million with interest at the rate of five percent (5%).
4. **Budget.** The estimated five-year budget for the District is attached to and made a part of this Petition as Exhibit D-3.

EXHIBIT D-1

CID Project Concept Plan



FLOOD ZONE:

THE FLOOD INSURANCE RATE MAPS (FIRM) FROM THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
COMMUNITY PANEL NOS. 29077C0308E AND
29077C0309E, EFFECTIVE DATE OF DECEMBER 17,
2010, SHOWS THIS PROPERTY IS LOCATED IN ZONE "X"
(AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL
CHANCE FLOODPLAIN.)

UTILITY COMPANIES:

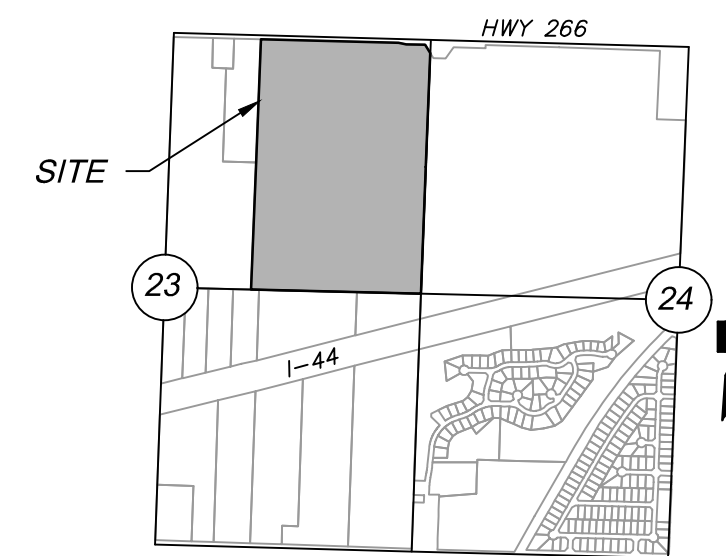
WATER/ELECTRIC/GAS
CITY UTILITIES OF SPRINGFIELD
2665 S. BLACKMAN ROAD
SPRINGFIELD, MO 65809
CONTACT: DEVELOPER SERVICES
PH: (417) 831-8815
EMAIL:
developer_services@cityutilities.net

SANITARY
CITY OF SPRINGFIELD
ENVIRONMENTAL SERVICES
840 BOONVILLE AVENUE
SPRINGFIELD, MO 65802
CONTACT: MATT TAYLOR
PH: (417) 864-1934
EMAIL: mtaylor@springfieldmo.gov

STORM SEWER
CITY OF SPRINGFIELD –
STORMWATER SERVICES DEPT.
840 BOONVILLE AVENUE
CONTACT: JULIE HAWKINS
PH: (417) 864-1876
EMAIL: jhawkins@springfieldmo.gov

COMMUNICATIONS

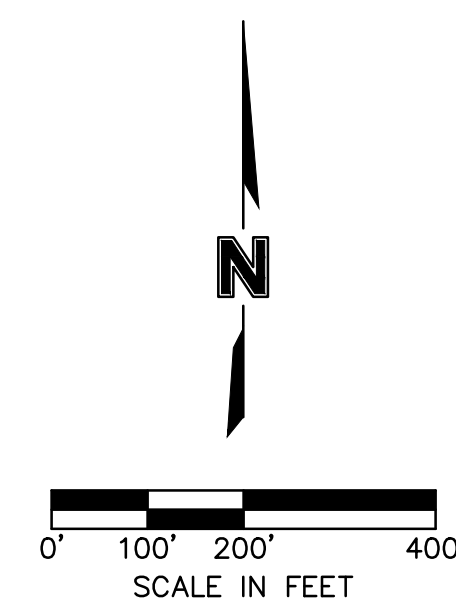
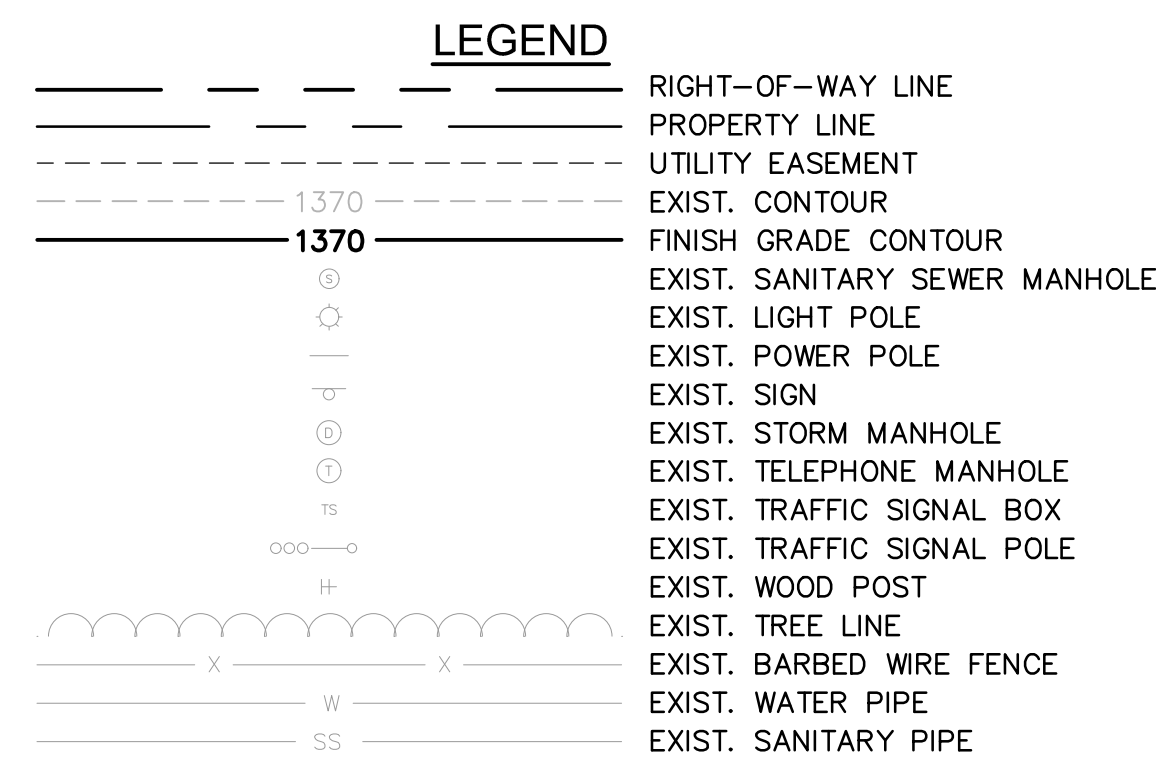
AT&T
600 ST. LOUIS STREET
SPRINGFIELD, MO 65806
CONTACT: STEVEN BEIER
PH: (417) 836-2761
EMAIL: sb9742@att.com



LOCATION MAP
SEC. 23 & 24, T-29-N, R-23-W
SCALE: 1"=2000'

BENCHMARKS

LIDAR ELEVATIONS BASED ON NAVD 88 BY USE OF
MODOT CONTINUOUSLY OPERATING GNSS RTK NETWORK



ENGINEER:

OLSSON, INC.
JARED RASMUSSEN
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
PH: (417) 890-8802
FAX: (417) 890-8805

SURVEYOR:

OLSSON, INC.
ROD NEFF
550 ST. LOUIS STREET
SPRINGFIELD, MO 65807
PH: (417) 890-8802
FAX: (417) 890-8805

OWNER/DEVELOPER:

DEER LAKE PARTNERS, LLC
CONTACT: ROBERT PHILLIPS
4500 S 129TH EAST AVE. SUITE 115
TULSA OK 74134
PH: (918) 523-4000

BOUNDARY DESCRIPTION

IN TRACT OF LAND, SITUATED IN SECTION 23 OF TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF TRACT III DESCRIBED IN BEED BOOK 2010, PAGE 24733-10, DULY RECORDED IN THE GREENE COUNTY, MISSOURI, RECORDERS' OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 01°45'40" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 13.80 FEET TO AN EXISTING CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF OLD STATE HIGHWAY 266; THENCE NORTH 88°19'42" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 300.16 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 725.80 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE NORTH 88°23'16" WEST A DISTANCE OF 349.80 FEET; THENCE SOUTH 01°45'09" WEST A DISTANCE OF 982.89 FEET; THENCE SOUTH 88°23'16" EAST A DISTANCE OF 650.00 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°45'09" WEST ALONG SAID EAST LINE 401.41 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,433.75 FEET, A DELTA OF 0°145'29", AN ARC LENGTH OF 136.04 FEET, AND A CHORD WHICH BEARS SOUTH 74°24'58" WEST HAVING A CHORD DISTANCE OF 136.03 FEET TO AN EXISTING RIGHT OF WAY MARKER FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 2,655.96 FEET TO AN EXISTING IRON PIN ON THE WEST LINE OF SAID SECTION 24 FOR CORNER; THENCE NORTH 01°38'07" EAST ALONG SAID WEST LINE OF SECTION 24 A DISTANCE OF 261.29 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER FOR A POINT OF BEGINNING; THENCE NORTH 88°47'48" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 23, A DISTANCE OF 1,754.45 TO AN EXISTING IRON PIN FOR THE CORNER; THENCE N01°50'13" EAST A DISTANCE OF 1,333.63 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE N01°40'14" EAST A DISTANCE OF 1,287.49 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 266 FOR CORNER; THENCE NORTH 88°53'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1,402.32 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 75°21'06" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 88.86 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 88°54'54" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 202.35 FEET TO AN EXISTING RIGHT OF WAY MONUMENT (LS299) FOR CORNER; THENCE SOUTH 32°54'54" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 100.32 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 FOR CORNER; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 01°48'27" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1187.07 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 01°29'45" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 24 A DISTANCE OF 1338.95 FEET TO THE POINT OF BEGINNING, AND CONTAINING 105.16 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY.

EXHIBIT D-2
Estimated CID Project Costs

OFFSITE UTILITIES	Cost
12-inch PVC Offsite Water	\$ 142,500
4-inch Plastic Offsite Gas	\$ 20,350
City Utilities Design & Inspection Fee	\$ 29,313
10-inch PVC Offsite Sewer	\$ 241,500
Subtotal	\$ 433,663
Contingency (20%)	\$ 86,733
Total	\$ 520,396
OFFSITE TRAFFIC AND TRANSPORTATION	
HWY 266 Right Turn Lane @ Public Road A	\$ 150,000
HWY 266 Intersection Restriping	\$ 30,000
Sidewalks along HWY 266	\$ 41,800
Subtotal	\$ 221,800
Contingency (20%)	\$ 44,360
Total	\$ 266,160
ONSITE PUBLIC IMPROVEMENTS	
Public Sanitary	\$ 120,000
Additional Sanitary for Commercial Lot	\$ 120,000
Public Water (8") & Gas Joint Trench (2")	\$ 241,500
Additional Public Water (8") & Gas Joint Trench	\$ 195,500
2" for Commercial Lot Regional Basins	\$ 150,000
Subtotal	\$ 827,000
Contingency (20%)	\$ 165,400
Total	\$ 992,400
PERMITS, INSPECTIONS, AND DESIGN FEES	
City Inspection Fees (5% of Road, Basin and Sanitary Construction Costs)	\$ 77,418
Land Disturbance Permits (MO and City)	\$ 3,000
Rezoning, TIS, Platting, and Design	\$ 126,005
Subtotal	\$ 206,423
Contingency (20%)	\$ 41,285
Total	\$ 247,708
CID Project Grand Total*	\$2,026,663

* Per the Infrastructure Reimbursement Agreement between SGF Sports, LLC and the City of Springfield, dated March 10, 2021, reimbursable CID Project Costs shall be limited to \$2 million. Said costs may include up to an additional \$100,000 in developer interest costs. The District shall reimburse the City for these costs with interest at 5%.

EXHIBIT D-3
Five-Year Budget

	Year 1	Year 2	Year 3	Year 4	Year 5
Income					
1% Sales & Use Tax	\$ 1,000.00	\$ 25,000.00	\$ 50,000.00	\$ 70,000.00	\$ 82,000.00
less					
MO Collection Fee (1%)	\$ (10.00)	\$ (250.00)	\$ (500.00)	\$ (700.00)	\$ (820.00)
Net Income	\$ 990.00	\$ 24,750.00	\$ 49,500.00	\$ 69,300.00	\$ 81,180.00
Expenses					
Reimbursement to City	\$ (990.00)	\$ (24,750.00)	\$ (49,500.00)	\$ (69,300.00)	\$ (81,180.00)
City Infrastructure Reimbursement					
Starting Balance	\$ 2,100,000.00	\$ 2,204,010.00	\$ 2,179,260.00	\$ 2,129,760.00	\$ 2,060,460.00
Interest (5%)	\$ 105,000.00	\$ -	\$ -	\$ -	\$ -
Payment to City	\$ (990.00)	\$ (24,750.00)	\$ (49,500.00)	\$ (69,300.00)	\$ (81,180.00)
Ending Balance	\$ 2,204,010.00	\$ 2,179,260.00	\$ 2,129,760.00	\$ 2,060,460.00	\$ 1,979,280.00

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

and

SGF SPORTS
COMMUNITY IMPROVEMENT DISTRICT

and

SGF SPORTS, LLC

dated as of

_____, 2021

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this _____ day of _____, 2021, among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **SGF SPORTS COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”), and **SGF SPORTS, LLC** (the “**Developer**”) (the City, District, and Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

Recitals:

WHEREAS, on _____, 2021, _____ filed the “Petition to Establish the SGF Sports Community Improvement District” (the “**Petition**”), which proposed formation of the District to reimburse the City for certain costs associated with design and construction of the SGF Sports Development (the “**Development**”); and

WHEREAS, the City Council of Springfield, Missouri (the “**City Council**”), did on _____, 2021 pass Special Ordinance No. _____, which approved the Petition and formed the District; and

WHEREAS, the Petition requires the District and the Developer to enter into an agreement with the City which shall provide for the process by which the City will be reimbursed by the District for Reimbursable Project Costs, the Missouri Department of Revenue will collect the CID Sales and Use Tax Revenues, and the District will make payments to the City for Reimbursable Project Costs and other costs and requirements as set forth in the Petition; and

WHEREAS, the District is authorized under the CID Act to undertake the CID Project, to impose the CID Sales and Use Tax to pay for Reimbursable Project Costs and other costs as set forth in the Petition, and to enter into this Agreement for such purposes; and

WHEREAS, following the imposition of the CID Sales and Use Tax, the Missouri Department of Revenue will collect the CID Sales and Use Tax on behalf of the District in accordance with this Agreement, and the CID Sales and Use Tax Revenues will be used to reimburse the City for Reimbursable Project Costs and other costs as set forth in the Petition; and

WHEREAS, the City is authorized in accordance with the provisions of the CID Act to perform all functions incident to the administration, collection, enforcement, and operation of the CID Sales and Use Tax, and to contract with the District for such purposes.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing Recitals, and the exhibits attached to this Agreement, are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions.

Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“CID Project” means those certain public improvements that are required to facilitate development of a private athletic complex and adjoining potential retail/commercial component near the southwest corner of the intersection of North Airport Boulevard and West State Highway 266 as per the Infrastructure Reimbursement Agreement between Developer and City, dated _____, 2021. These public improvements include on-site and off-site sanitary sewer, water, and gas; regional detention basin(s); road and sidewalk improvements; associated design and permitting fees; contingency costs; and any other public improvements within the District that are eligible under the CID Act and that are constructed for or in connection with the Development, as set forth in the Petition and as further described in **Exhibit “_____”** attached hereto.

“CID Sales and Use Tax” means the sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services within their boundaries pursuant to the CID Act, in the amount not to exceed one percent (1.0%).

“CID Sales and Use Tax Revenues” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales and Use Tax.

“City” shall mean the City of Springfield, Missouri, a constitutionally chartered home rule city in the state of Missouri and its successors and assigns.

“City Council” means the governing body of the City of Springfield, Missouri.

“Development” is the SGF Sports Development, as set forth in the Infrastructure Reimbursement Agreement defined herein.

“District” is the SGF Sports Community Improvement District, which includes all real property described on **Exhibit “A”**.

“Event of Default” means any event specified in Section 6.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party’s failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

“Infrastructure Reimbursement Agreement” is the Infrastructure Reimbursement Agreement between City and Developer dated _____, 2021.

“Operating Costs” means the actual, reasonable expenses which are necessary for the operation of the District, which include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services.

“Ordinance” means an ordinance enacted by the City Council.

“Reimbursable Project Costs” means all actual and reasonable costs and expenses that are incurred by or at the direction of the Parties with respect to the construction of the CID Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen in connection with the construction contracts awarded for the CID Project constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, and the ongoing administration of the District, including but not limited to the following:

(1) Actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Project and all actual and reasonable costs for the oversight of the completion of the CID Project;

(2) All Operating Costs of the District; and

(3) All other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition,

annexation, construction, improvement, and financing of the CID Project and which may lawfully be paid or incurred by the District under the CID Act.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of District's Board of Directors (the "Board"), the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. Consideration and public benefit: The District acknowledges that construction of the CID Project is of significant value to the District, the property within the District, and the general public. The District finds and determines that the CID Project will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary parking and other infrastructure improvements for the Development and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2 Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional-charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City or his designee has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease, or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3 Representations by the Developer.

The Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligations of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Project. In addition, no litigation, proceedings, or investigation are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of

this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, of the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, and operations as contemplated by this Agreement.

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales and Use Tax.

The District may approve a resolution that, subject to qualified voter approval, imposes the CID Sales and Use Tax. The CID Sales and Use Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District shall receive the CID Sales and Use Tax Revenue from the Department of Revenue or from the City, if collected by the City as provided herein, which shall be used to reimburse the City for Reimbursable Project Costs incurred by the City, and the District for Operating Costs incurred by the District in the order of priority set forth herein. The District shall have no obligation to reimburse the City for Project Costs until a Certificate has been approved (as described in Section 4.3) and after and to the extent CID Sales and Use Tax Revenues have been collected and are available for payment to the City in accordance with this Agreement.

Section 3.2 Administration and Collection of the CID Sales and Use Tax.

The Parties anticipate that the CID Sales and Use Tax will be collected by the Missouri Department of Revenue, as provided in the CID Act. In the event that the Department of Revenue refuses such collection and allows the City to collect in lieu of state collection, the City shall collect the CID Sales and Use Tax. The City agrees to perform for the District all functions incident to the administration and enforcement of the CID Sales and Use Tax, pursuant to the CID Act and this Agreement. The District will enact a resolution that (i) imposes the CID Sales and Use Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the CID Sales and Use Tax, (iii) authorizes the City to collect in lieu of state collection, if the Department of Revenue refuses to collect, and (iv) prescribes any required forms and administrative rules and regulations for reporting and collecting the CID Sales and Use Tax. After collection by the Department of Revenue and/or the City (as the case may be) and the CID Sales and Use Tax Revenues have been transferred to the District, the CID Sales and Use Tax Revenues shall be deposited by the District directly into a special trust account in accordance with the resolution adopted by the District. The District may amend the forms, administrative rules, and regulations applicable to the administration, collection, enforcement, and operation of the CID Sales and Use Tax, as needed.

Section 3.3 Operating Costs.

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Sales and Use Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5. In the course of performing the administrative duties set forth in Section 3.2, the City may incur Operating Costs for the District, which shall be approved by the District.

Section 3.4 Enforcement of the CID Sales and Use Tax.

The District authorizes the City, to the extent permitted by law, to take any and all actions necessary for collection and enforcement of the CID Sales and Use Tax. The City may, in its own name or in the name of the District, prosecute or defend in action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of any CID Sales and Use Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request.

Section 3.5 Distribution of the CID Sales and Use Tax Revenue.

No disbursements of the CID Sales and Use Tax Revenues shall be made until the City has approved a Certificate, as defined in Section 4.3. After the City has approved a Certificate for the CID Project, and to the extent Reimbursable Project Costs remain unpaid, the District shall make disbursements of the entire balance of the CID Sales and Use Tax Revenues not later than sixty (60) days after the end of each calendar quarter in the following order of priority:

- A. The District shall pay Operating Costs of the District.
- B. The District shall pay the City's Reimbursable Project Costs.

Section 3.6 Records of the CID Sales and Use Tax.

The District shall keep accurate records of the CID Sales and Use Tax collected and copies of such records shall be made available to the City. Any District records pertaining to the CID Sales and Use Tax shall be provided to the City upon written request of the City, as permitted by law.

Section 3.7 Repeal of the CID Sales and Use Tax.

When: (1) the City has been fully reimbursed for the cost (a) to finance the CID Project and Reimbursable Project Costs and, (b) to pay ongoing Operating Costs associated with and required by the business of the District, the District shall implement the procedures in the CID Act for repeal of the District's CID Sales and Use Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the CID Sales and Use Tax and abolishment of the District if any portion

of the District's obligations remain unpaid. The City's obligation to perform for the District any functions incident to the administration, collection, enforcement and operation of the CID Sales and Use Tax for the District shall terminate concurrent with the repeal of the CID Sales and Use Tax levied by the District. Upon repeal of any CID Sales and Use Tax, the District shall:

- A. Pay all outstanding Operating Costs to the District;
- B. Pay all unpaid Reimbursable Project Costs to the City; and
- C. Retain any remaining CID Sales and Use Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID PROJECT

Section 4.1 Design and Construction of CID Project.

As allowed by the CID Act, the District's role is solely to fund and assist in the funding of the CID Project and the Operating Costs incurred by the City and District. The CID Project shall be designed and constructed by or at the direction of Developer, and the District shall have no obligation to design and construct the CID Project. The CID Project shall be designed and constructed on a schedule to be determined by the Developer, in accordance with plans approved by the City. The Developer shall comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer for the construction of the CID Project. The Developer shall indemnify and hold harmless the City for any damage resulting to it from failure of either the Developer or the District for any damage resulting from failure of either the Developer or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws.

Section 4.2 Financing the CID Project.

The District shall impose the CID Sales and Use Tax within the boundaries of the District to assist in the funding of the CID Project.

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Project, the City shall reimburse Developer for the Reimbursable Project Costs pursuant to the provisions of the Infrastructure Reimbursement Agreement. The City shall then submit a Certificate of Completion and Reimbursable Project Costs ("**Certificate**") to the District using the form attached as **Exhibit "D"**: The City shall provide itemized invoices, receipts or other information to confirm that any such cost is so incurred and does so qualify. If the District determines that the CID Project, or an applicable portion of any CID Project, has been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the District shall

approve the Certificate and the amounts stated therein for payment. If the CID Project, or an applicable portion of any CID Project, is not complete, then the District shall not approve the certificate and the amounts stated therein for payment, and shall specify in writing within sixty (60) days after receiving City's Certificate the reason(s) for withholding its approval. Upon request of the City or the District, the District shall hold a hearing at which the City or the Board may present new and/or additional evidence. The City shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost.

Section 4.4 Ownership, Maintenance, and Dedication of CID Projects.

The District's sole role is to fund and assist in the funding of the CID Project and the Operating Costs. The District shall have no ownership of the CID Project, and title to the CID Project shall at all times be vested in the name of the Developer, the City, or other appropriate entity. The District shall not be responsible for maintenance of the CID Project. The Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation, and maintenance of the CID Project in such form and amounts as required by applicable City or state law.

Section 4.5 Annual Budget.

The budget for the District's first fiscal year shall be prepared and submitted to the City Finance Director within ninety (90) days after execution of this Agreement. For each subsequent fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City Finance Director, which shall be approved by the Board. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.1471 RSMo, as amended. Once the budget is approved by the Board, the City shall have the right to comment on the Budget. Based on the City's comments, the Board may determine that the budget should be amended. However, if there are no comments from the City or the Board determines that no revisions to the budget are necessary following the City's comments, the budget shall be effective without further action or vote by the Board.

Section 4.6 New CID Projects.

The District may use CID Sales and Use Tax Revenue, as such revenues are available, to pay Project Costs for all CID Projects which have been determined by the City Council to be necessary and approved in accordance with the CID Act. The District shall not undertake any additional CID Projects which are not reasonably described in **Exhibit D** to the Petition, except with the prior approval of the City Council.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the District.

The District shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles, consistently applied, and will furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected, and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents, and vouchers relating to its business, affairs, and properties that are otherwise considered public information and not confidential in nature shall at all times during regular business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Records of the City.

The City shall keep and maintain adequate records of the disbursements it authorizes the District to make for reimbursement or payment of the Reimbursable Project Costs (including Operating Costs) and Collection Fees paid to the City. Such records shall be available for inspection by the District upon reasonable notice. The District shall submit a true and accurate copy of all agendas at least twenty-four hours in advance, annual meeting notices and minutes, the adopted budget, and any reports or filings provided to State agencies.

Section 5.3 Consent by Tenants and Transferees.

A. Developer shall cause all leases of property in the District to contain provisions that are in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the SGF Sports Community Improvement District ("District") created by Springfield, Missouri (the "City"), and that the District imposes a sales and use tax on Tenant's economic activities which will be applied toward the costs of improvements for the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District, and the City, are third party

beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce both these reporting requirements.

Provisions in substantial compliance with these provisions shall be included in all sales contracts with purchases of property located within the District, requiring said sales information be provided to the City.

B. At least five (5) days following its execution, the Developer shall provide a certification to the City, signed by Developer and each such tenant/purchaser, confirming that each lease/sales contract affecting Property within the District includes the provisions satisfying the Developer's obligation as set forth in this Section 5.3. Failure of the Developer to require to include such restrictions in any such lease or sale contract shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement.

C. Developer, to the maximum extent possible, shall enforce the lease/sales contract obligation set forth in paragraph A of this Section and shall require any purchaser, lessee, or other transferee or possessor of the property within the District, to provide to the City a copy of their Missouri sales tax receipts and filing indicating the amount of the sales tax paid. This obligation shall be a covenant running with the land and shall be enforceable against the Developer, to the extent Developer continues to own property within the District, and against any purchaser, lessee, or other transferee or possessor as if such purchaser, lessee, or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District.

Section 5.4 Developer's Obligations to the City under Bond or Surety.

The Parties agree that:

A. The CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in Section 2.1 and shall be a Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. In the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or an Ordinance, then the City shall be entitled to reimbursement from the District for such Reimbursable Project Costs or Operating Expenses that are not paid or reimbursed to the City under such bond or surety. The City shall complete a certificate in substantial compliance with the form in **Exhibits "D" or "E"** to receive such reimbursement, which shall be approved by the District in accordance with Section 4.3.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the District to make a payment in a timely manner as required by this Agreement, and the continuance of such failure for ten (10) days following written notice to District of such failure; or

B. Failure by any Party in the performance of any covenant, agreement, or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action, or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents, and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3 Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4 Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

This Agreement shall become effective on the date set forth herein. Upon expiration of the CID Sales and Use Tax as providing in Section 3.7 the District shall be abolished in accordance with Section 67.1481, RSMo.

Section 7.2 Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant, or agreement in this Agreement maintained against any past, present or future officer, member, employee, director, or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, 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, members, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agree to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs, and/or expenses, including court costs and attorney fees, resulting from, arising out of, or in any way connected with District's failure to comply with any applicable law.

Section 7.3 Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any action, breach, enforcement, or interpretation thereof shall be had only in the Circuit Court of Greene County, Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties.

Section 7.5 Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.6 Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.7 City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council.

Section 7.8 District Approvals.

Unless specifically provided to the contrary herein, all approvals of any District hereunder may be given by the Executive Director or his designee without the necessity of any action by the Board.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

**THE CITY OF SPRINGFIELD,
MISSOURI**

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

**SGF SPORTS COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Name:
Title:

ATTEST

By: _____

SGF SPORTS, LLC

By: _____

Name:

Title:

EXHIBIT A
DISTRICT LEGAL DESCRIPTION

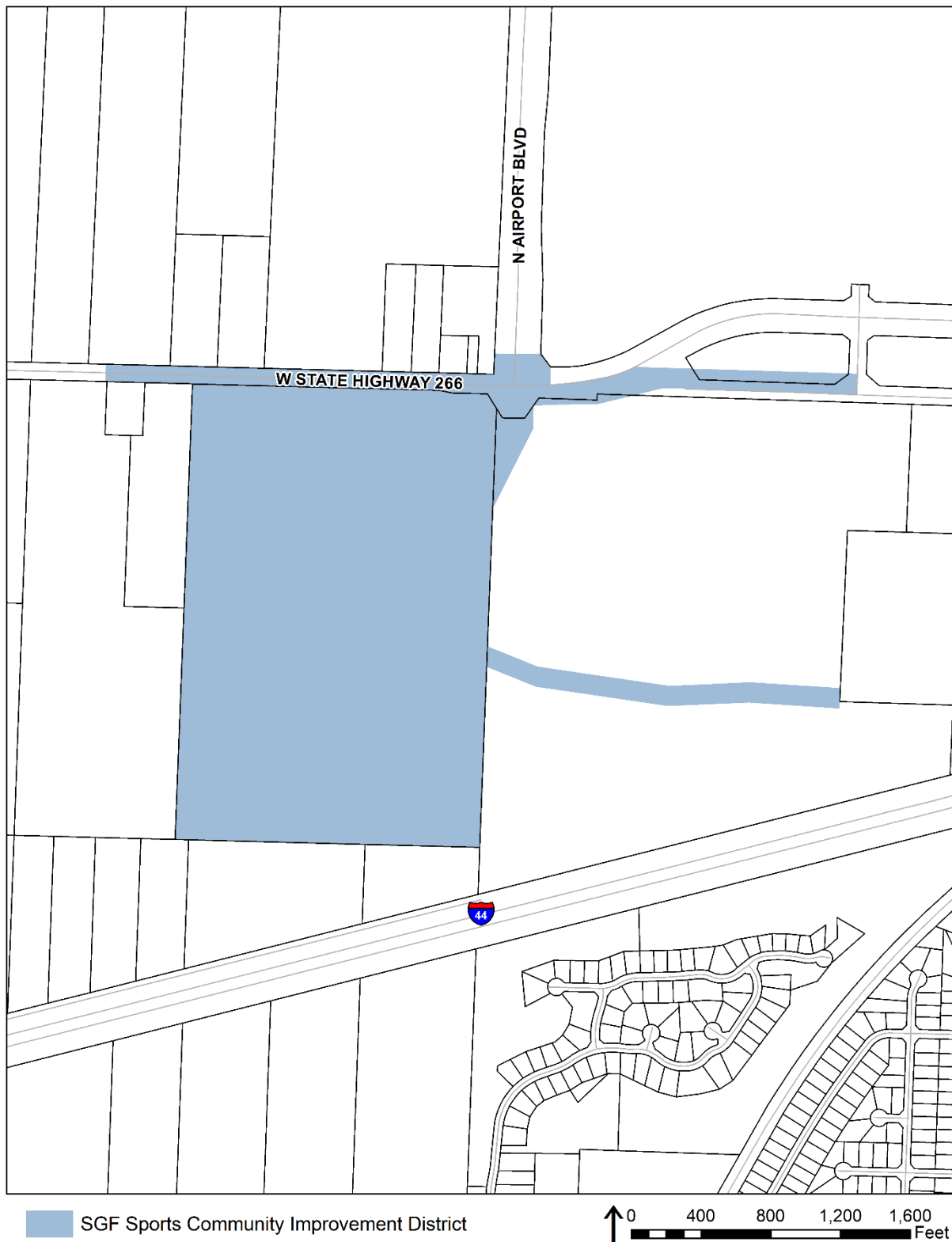
EXHIBIT A-1

ESTIMATED COSTS OF CID PROJECT

OFFSITE UTILITIES	Cost
12-inch PVC Offsite Water	\$ 142,500
4-inch Plastic Offsite Gas	\$ 20,350
City Utilities Design & Inspection Fee	\$ 29,313
10-inch PVC Offsite Sewer	\$ 241,500
Subtotal	\$ 433,663
Contingency (20%)	\$ 86,733
Total	\$ 520,396
OFFSITE TRAFFIC AND TRANSPORTATION	
HWY 266 Right Turn Lane @ Public Road A	\$ 150,000
HWY 266 Intersection Restriping	\$ 30,000
Sidewalks along HWY 266	\$ 41,800
Subtotal	\$ 221,800
Contingency (20%)	\$ 44,360
Total	\$ 266,160
ONSITE PUBLIC IMPROVEMENTS	
Public Sanitary	\$ 120,000
Additional Sanitary for Commercial Lot	\$ 120,000
Public Water (8") & Gas Joint Trench (2")	\$ 241,500
Additional Public Water (8") & Gas Joint Trench	\$ 195,500
2" for Commercial Lot Regional Basins	\$ 150,000
Subtotal	\$ 827,000
Contingency (20%)	\$ 165,400
Total	\$ 992,400
PERMITS, INSPECTIONS, AND DESIGN FEES	
City Inspection Fees (5% of Road, Basin and Sanitary Construction Costs)	\$ 77,418
Land Disturbance Permits (MO and City)	\$ 3,000
Rezoning, TIS, Platting, and Design	\$ 126,005
Subtotal	\$ 206,423
Contingency (20%)	\$ 41,285
Total	\$ 247,708
CID Project Grand Total*	\$2,026,663

* Per the Infrastructure Reimbursement Agreement between SGF Sports, LLC and the City of Springfield, dated _____, 2021, reimbursable CID Project Costs shall be limited to \$2 million. Said costs may include up to an additional \$100,000 in developer interest costs. The District shall reimburse the City for these costs with interest at 5%.

EXHIBIT B
MAP OF DISTRICT



**EXHIBIT C
FORM OF
CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

**CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

To: City Manager, City of Springfield, Missouri
cc: Executive Director, SGF Sports Community Improvement District

Re: Completion and Certification of the SGF Sports Community Improvement District Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 20____ (the "Agreement") between the City of Springfield, the _____ Community Improvement District and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:

1. The capital improvements of the CID Project, or an appropriate portion thereof, have been completed by the Developer in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity agency to commence operation of said improvements in the CID Project.

2. Each item listed on *Schedule 1* attached hereto as a Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

3. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement and the CID Act.

4. No item listed on *Schedule 1* has previously been paid or reimbursed from money derived from the CID Sales and Use Tax, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer or City any notice of any lien, right of 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, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.

7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the City shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

9. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.

10. All of the City's representations set forth in the Agreement remain true and correct as of the date hereof.

11. The parties acknowledge and agree that the City may submit more than one Certificate as appropriate stages of the CID Project are completed and the City shall consider and approve each Certificate provided it is otherwise in compliance with the Cooperative Agreement.

12. The parties hereto acknowledge and agree that Reimbursable Project Costs include the Operating Costs of the District and that the City shall be entitled to submit requests for said Operating Costs under and as a part of this Certificate.

Dated this _____ day of _____, 20_____.

City of Springfield, Missouri

By: _____
Name: _____
Title: _____

Approved:

SGF Sports Community Improvement District

By: _____
Name: _____
Title: _____

Date: _____

**SCHEDULE 1 TO CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

Itemization of Reimbursable Project Costs

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 10-26-21

Sponsored by McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2021-276

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budgets of the General Fund, the 2019-2024 1/4-Cent Capital
2 Improvement Sales Tax Fund, and the 2021-2025 1/8-Cent Transportation
3 Sales Tax Fund for Fiscal Year 2021-2022 to appropriate funds in the
4 amount of \$611,000 to reimburse Costco Wholesale Corporation for total
5 payments due in Fiscal Year 2021- 2022 pursuant to the City's
6 Infrastructure Reimbursement Agreement.
7
8

9 WHEREAS, City Council authorized, pursuant to Special Ordinance 27335, the
10 City Manager to enter into an Infrastructure Reimbursement Agreement ("Agreement")
11 with Costco Wholesale Corporation ("Costco") to reimburse Costco up to \$4,800,000,
12 plus interest, for public improvements made to South Eastgate Avenue and East Olive
13 Street to provide a suitable site for the Costco facility; and
14

15 WHEREAS, said Agreement authorized City to reimburse Costco one-half of the
16 1% general sales tax, 1/4% capital improvements sales tax, and 1/8% transportation
17 sales generated by their facility, for a term of 15 years or until the \$4,800,000
18 reimbursement amount is complete, whichever occurs first; and
19

20 WHEREAS, the Costco reimbursement for 2021-2022 Fiscal Year is estimated
21 not to exceed \$611,000.
22

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

26 Section 1 – The budget of the City for Fiscal Year 2021-2022 is hereby amended
27 in the accounts and in the amounts as shown on Budget Adjustment No. 026, a copy of
28 which is attached hereto and incorporated herein by reference as "Exhibit A."
29

30 Section 2 – City Council finds that the budget adjustment made above has been
31 recommended by the City Manager, and the City Manager is directed to cause the
32 appropriate accounting entries to be made in the books and records of the City.
33

34 Section 3 – 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 2021-276

FILED 10-26-21

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To appropriate funds for payment of the Infrastructure Reimbursement Agreement with Costco Wholesale Corporation, for improvements made to South Eastgate Avenue and East Olive Street by amending the FY2021-2022 budget for \$611,000. Appropriations for future years will be handled via the annual budget process until the total of \$4,800,000 plus interest has been reimbursed to Costco Wholesale Corporation.

BACKGROUND INFORMATION: Special Ordinance 27335 passed June 15, 2020, authorized an Infrastructure Reimbursement Agreement with Costco Wholesale Corporation. In order to provide a suitable site of the approximately 160,000 square foot facility and vehicle fueling facility, required public improvements included; moving Eastgate Avenue east and building Olive Street from Eastgate to Pebble Beach Avenue. Additional public improvements included modification of the existing traffic signal at Eastgate and Chestnut Expressway and stormwater improvements associated with public right-of-way.

The required public improvements were estimated to cost \$4.8 million. The City will reimburse Costco for these improvements using a portion of the local sales taxes generated by their facility. The agreement authorized reimbursement to Costco using one-half of the 1% general sales tax, 1/4% capital improvements sales tax and 1/8% transportation sales tax. The agreement has a term of 15 years and includes an interest rate on the unpaid balance of 5%. Reimbursement payments will be made on a monthly basis until complete.

REMARKS: Staff recommends approval.

Submitted and Recommended by:



Sarah Kerner,
Economic Development Director

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
026

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14020	401510	000000	00000	\$ 444,364	Sales Tax
41100	09	14020	401510	000000	00000	111,091	Sales Tax
40060	09	14020	401510	000000	00000	55,545	Sales Tax
Net Revenue Adjustment						\$ 611,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14020	502490	000000	00000	\$ 444,364	Reimbursement
41100	09	14020	502490	000000	00000	111,091	Reimbursement
40060	09	14020	502490	000000	00000	55,545	Reimbursement
Net Expenditure Adjustment						\$ 611,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating reimbursements to Costco Wholesale Corporation for public improvements per the Infrastructure Reimbursement Agreement.

Requested By:

Sarah Kerner 10/27/21
Department Head Date

Approved By:

DL Hill 10/27/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-276
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 10-26-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-277

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept the City of Springfield's
2 allocation of \$3,805,703 of HOME-American Rescue Plan grant
3 funds from the U.S. Department of Housing and Urban Development;
4 authorizing the City Manager, or his designee, to execute the grant
5 agreement as an amendment to the Housing and Urban
6 Development Fiscal Year 2021 Annual Action Plan; and amending
7 the Fiscal Year 2021-2022 budget in the amount of \$3,805,703 for
8 the purpose of appropriating these funds.
9 _____

10
11 WHEREAS, the American Rescue Plan Act of 2021 ("ARPA"), signed into law on
12 March 11, 2021, requires the U.S. Department of Housing and Urban Development
13 ("HUD") to allocate ARPA funds to eligible government organizations using an allocation
14 method similar to that which provides the City with its annual HOME grant allocation;
15 and
16

17 WHEREAS, the City was awarded \$3,805,703 in HOME-American Rescue Plan
18 ("HOME-ARP") grant funds.
19

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

23 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
24 accept \$3,805,703 in HOME-ARP grant funds, to execute the HOME-ARP grant
25 agreement, as an amendment to the Housing and Urban Development Fiscal Year 2021
26 Annual Action Plan, and to do those things necessary to carry out the intent of the grant,
27 including execution of any necessary documents, provided they are in a form approved
28 by the City Attorney or designee.
29

30 Section 2 – City Council hereby amends the budget for Fiscal Year 2021-2022 in
31 the accounts and in the amounts as shown on Budget Adjustment No. 028, a copy of
32 which is attached hereto and incorporated herein by this reference as "Exhibit A."
33

34 Section 3 – City Council hereby finds that the budget adjustment made above
35 has been recommended by the City Manager and further finds that the budget
36 adjustment herein is necessary to meet the need for relevant public expenditure.
37

38 Section 4 – City Council hereby directs the City Manager, or his designee, to
39 cause the appropriate accounting entries to be made in the books and records of the
40 City. In the event additional funding is provided under these grants by the grantor, the
41 Director of Finance is hereby authorized to adjust this appropriation by an amount not to
42 exceed 20 percent and to do all things necessary to carry out the intent of the grants.
43

44 Section 5 – This Ordinance shall be in full force and effect from and after
45 passage.
46

47 Passed at meeting: _____
48

49 _____
50 Mayor
51

52 Attest: _____, City Clerk
53

54 Filed as Ordinance: _____
55

56
57 Approved as to form: Jill Bennis, Assistant City Attorney
58

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

EXPLANATION TO COUNCIL BILL 2021- 277

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: To authorize the City Manager, or his designee, to accept the City of Springfield's allocation of HOME-American Rescue Plan ("HOME-ARP") grant funds from the U.S. Department of Housing and Urban Development ("HUD"), and to execute the grant agreement as an amendment to the HUD Fiscal Year 2021 Annual Action Plan.

BACKGROUND INFORMATION: The ARP Act was signed into law on March 11, 2021. HUD is required to allocate the funds to eligible government organizations using a similar allocation method that provides the City of Springfield with its annual HOME grant allocation. Pursuant to the ARP Act, HUD was required to create a new, but similar grant program to accommodate the differences between the HOME Grant and the HOME-ARP Grant. On September 13, 2021, HUD issued regulations and guidance on the new HOME-ARP grant program. The HOME-ARP Grant agreement was received on September 22, 2021, ("Exhibit A") for the city's allocation of \$3,805,703

The HOME-ARP Grant can be used for the following six types of activities:

- Grant Administration and Planning
- HOME-ARP Rental Housing Development
- Tenant-Based Rental Assistance
- Supportive Services for Qualifying Populations
- Non-Congregate Shelter Acquisition and Development
- Non-profit Agency Operating expenses and/or Capacity Building Assistance directly related to HOME-ARP activities.

The Grant also requires that the grant funds be used to assist specifically defined Qualifying Populations:

- Homeless
- At-risk of Homelessness
- Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking.
- Other Families Requiring Services or Housing Assistance to Prevent Homelessness or that are at great risk of housing instability

HUD must approve our final HOME-ARP Allocation Plan. HUD requires the City to develop a needs analysis and consult with citizens and local agencies that provide assistance to or that have programs for the homeless, persons with disabilities, and veterans. The grant allows for a limited amount of the funding (up to 5%) to be utilized for the needs analysis and conducting the required consultation in preparing the Allocation Plan.

REMARKS: Staff will continue our required consultation with citizens, various service providers and other organizations as required by HUD. An Allocation Plan must be approved by City Council prior to submission to HUD. The proposed Allocation Plan will be presented to Council once all required consultation is completed. The Budget Adjustment document is attached as Exhibit A. Staff recommends approval.

Submitted by:

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

Bob Jones, Grants Administrator

Recommended by:

A handwritten signature in blue ink, appearing to read "Brendan Griesemer", written over a horizontal line.

Brendan Griesemer, AICP
Acting Director

Approved by:

A handwritten signature in black ink, appearing to read "Jason Gage", written over a horizontal line.

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
028

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21200	17	60110	416010	100464	00000	\$ 3,805,703	HOME ARP Grant
Net Revenue Adjustment						\$ 3,805,703	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21200	17	60110	504580	100464	00000	\$ 3,805,703	HOME ARP Grant
Net Expenditure Adjustment						\$ 3,805,703	

Fund Balance Appropriation:

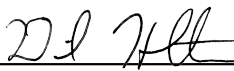
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating Federal grant funds from the Department of Housing and Urban Development for the HOME American Rescue Plan grant.

Requested By:

 10/27/21
Department Head Date

Approved By:

 10/27/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-277
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 59 _____
Filed: 10-26-21 _____

Sponsored by: Lear _____

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-278 _____

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 Missouri Highways and Transportation Commission and Parsons
3 Transportation Group, Inc., for the development, implementation and
4 maintenance of updated advanced traffic management system
5 software and hardware to be operated by the Missouri Department of
6 Transportation and the City of Springfield at the Transportation
7 Management Center of the Ozarks for traffic management and traveler
8 information services throughout the regional roadway network.
9 _____

10
11 WHEREAS, the City wishes to enter into an agreement with both the Missouri
12 Highways and Transportation Commission and Parsons Transportation Group, Inc., for
13 software and hardware to support and update the advanced traffic management system
14 (ATMS) and the Transportation Management Center of the Ozarks (TMC); and
15

16 WHEREAS, the desired software and hardware provides traffic management
17 staff with integrated traffic management functionality.
18

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

22 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
23 an agreement with the Missouri Highways and Transportation Commission and Parsons
24 Transportation Group, Inc., said agreement to be in substantially the form as that
25 document attached hereto and incorporated herein by reference as “Exhibit A,” and to
26 do those things necessary to carry out the intent of the Agreement.
27

28 Section 2 – This Ordinance shall be in full force and effect from and after
29 passage.
30

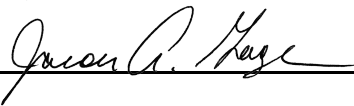
31 Passed at meeting: _____
32
33 _____

34 Mayor

35
36 Attest: _____, City Clerk

37
38
39 Filed as Ordinance: _____

40
41
42 Approved as to form: , Assistant City Attorney

43
44
45 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 278

FILED: 10-26-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission (“MHTC”) and Parsons Transportation Group, Inc. (hereinafter, “Consultant”), for the development, implementation, and maintenance of updated Advanced Traffic Management System (“ATMS”) software and hardware to be operated by Missouri Department of Transportation (“MoDOT”) and the City of Springfield at the Transportation Management Center of the Ozarks (“TMC”) for traffic management and traveler information services throughout the regional roadway network.

BACKGROUND INFORMATION: This agreement (“Exhibit A”) defines the services to be provided by the Consultant and MoDOT (through collaboration with the City), and the terms under which the City and MoDOT will share in the cost of acquiring the software and hardware.

City staff participated in the evaluation and selection of the Consultant which responded to the MoDOT solicitation issued June 15, 2021, for ATMS software to be implemented at the traffic management centers in St. Louis and Springfield. MoDOT, along with City staff, evaluated letters of interest received from four vendors including CJW Transportation Consultants, Kimley-Horn and Associates, Parsons Transportation Group, and TransCore. Project interviews with three of the vendors were conducted virtually during the week of July 19, and consultant selection was agreed upon by representatives from MoDOT Central Office, St. Louis District, Southwest District, and City of Springfield.

The proposed ATMS software, iNET, will provide TMC staff with integrated traffic management functionality for incidents, roadwork, and special events; traffic sensor data processing; data storage and retrieval of field data for performance measure reporting; closed-circuit television (CCTV) traffic monitoring camera control; dynamic message sign (DMS) control; computer-aided dispatch (CAD) interface that supports importing of external incidents from E911; and data feeds to the public website and external partners. The St. Louis TMC provides overnight remote coverage of Springfield TMC operations. Utilizing the same software provides for more effective interoperability between the two TMCs.

The iNET software would replace the existing ATMS software, for which the vendor contract was recently extended to provide coverage through the transition. In addition to features included in the existing software, iNET will also provide enhanced features such as a browser-based interface that is more secure and accessible; customizable user/operator interface; mobile device platform; intersection level mapping capabilities that will allow operators to define closures for multiple intersection approach lanes;

mapping capabilities for arterial two-way center turn lanes; and integrated automated traffic signal performance measures software module.

The total cost for the three-year contract is estimated at \$293,329, for which the City will be responsible for twenty-five percent (25%) of actual costs, not to exceed \$73,332.25, made payable directly to the Consultant. The City's portion would be funded from the 1/8-cent Transportation Sales Tax ITS and Signal System Improvements Program and is already budgeted.

Supports the following 2021 City Council Priorities:

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

REMARKS: This agreement is an example of the City and MoDOT working together to improve regional traffic management and traveler information. Public Works recommends approval of this council bill.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager

EXHIBIT A

CCO Form: DE43
Approved: 07/99 (DPP)
Revised: 08/20 (BDG)
Modified: 09/21 (BDG)

Project Design Consultant Agreement
Agreement No. 2021-08-65178
Route: Various
County: Various
Job No.: 8Q3181

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROJECT DESIGN CONSULTANT AGREEMENT (FEDERAL ASSISTANCE)

THIS AGREEMENT is entered into by Parsons Transportation Group Inc. (hereinafter, "Consultant") and the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield (hereinafter, "City"). Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Commission and City of Springfield have undertaken a regional Intelligent Transportation Systems (ITS) program and continue to partner in the operation of the Transportation Management Center of the Ozarks (hereinafter referred to as "TMC of the Ozarks") located in Springfield, MO; and

WHEREAS, the Parties have selected the Consultant to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software or Route Various, Various County designated as Job No. 8Q3181. This ATMS software will be utilized at both the St. Louis and Springfield Traffic Management Centers (TMC), and while the scope is similar, this agreement is for the TMC of the Ozarks only.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Commission, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "AASHTO" means the American Association of State Highway and Transportation Officials.

(B) "COMMISSION" means the Missouri Highways and Transportation Commission, an executive branch agency of state government, which acts by and through its Director, Chief Engineer and others in the Missouri Department of Transportation.

(C) “CONSULTANT” means the firm providing professional services to the Commission and City as a party to this Agreement.

(D) “CONSULTANT'S REPRESENTATIVE” means the person or persons designated in writing by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Commission's Engineers.

(E) “DELIVERABLES” means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Commission pursuant to the terms and conditions set out in Section (13) of this Agreement.

(F) “DISADVANTAGED BUSINESS ENTERPRISE (DBE)” means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 C.F.R. Part 26, which is certified as a DBE firm in Missouri by the Commission. Appropriate businesses owned and controlled by women are included in this definition.

(G) “ENGINEER” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(H) “FHWA” means the Federal Highway Administration within the USDOT, headquartered at Washington, D.C., which acts through its authorized representatives.

(I) “INTELLECTUAL PROPERTY” consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) “SUBCONSULTANT” means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Engineer, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) “SUSPEND” the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Commission either decides to terminate the project or reactivate the services under the conditions then existing.

(L) “TERMINATE,” in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the

Consultant, or the unilateral cancellation of this Agreement by the Commission.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(O) "TMC of the Ozarks" means the Missouri Highways and Transportation Commission and the City of Springfield, and their representatives, as engaged in the regional ITS program.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for development and implementation of an Advanced Traffic Management System (ATMS) software as further described in the Exhibits referenced in Section (13) of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Commission or its Engineer shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the supplemental agreement.

(4) INFORMATION AND SERVICES PROVIDED BY THE COMMISSION:

(A) At no cost to the Consultant and in a timely manner, the Commission will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Commission will provide the Consultant with the specific items or services set forth on Exhibit II to this Agreement, titled "Services Provided by the Commission," which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Commission concerning the project site, including without limitation, boring logs and subsurface data, pile driving and load testing, utility locations and layout survey data and will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Commission shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the Commission which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Commission and City; and if none are expressly established in this Agreement, published manuals and policies of the Commission and FHWA which shall be furnished by the Commission upon request; and, absent the foregoing, manuals and policies of AASHTO, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, design criteria and project planning will be in accordance with the information set out in Exhibit I.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Commission project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed plans, plans submitted for review by permit authorities, and plans issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plan(s), when submitted for review by others, shall not be sealed, but the name of the responsible

engineer, along with the engineer's Missouri registration number, shall be indicated on the plan(s) or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the plan(s) shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Commission and its Engineers, consultants, and contractors on adjacent projects, and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer. This shall include attendance at meetings, discussions, and hearings as requested by the Engineer. The minimum number and location of public meetings and public hearings shall be defined in Exhibit I.

(F) In the event any lawsuit or court proceeding of any kind is brought against the TMC of the Ozarks, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the TMC of the Ozarks in preparing the TMC of the Ozarks's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the TMC of the Ozarks by the Consultant will be compensated at an amount or rate negotiated between the TMC of the Ozarks and the Consultant as will be identified in a separate agreement between the TMC of the Ozarks and the Consultant. To the extent the assistance given to the TMC of the Ozarks by the Consultant was necessary for the TMC of the Ozarks to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the TMC of the Ozarks to the Consultant will be reimbursed to the TMC of the Ozarks.

(G) BACKGROUND CHECK: At the written request and at the sole discretion of the Commission, the Commission shall have the right to require the Consultant(s)'s and /or subconsultant's staff that will be performing the work to undergo a criminal background check prior to performing work if the staff may access sensitive information based on computer systems or building access.

The Consultant(s) shall agree to provide information to the Commission that may be needed to complete security background checks of the Consultant's and subconsultant's employees. The Commission's designated representative will provide instruction to the Consultant regarding the process the consultant's staff must follow in order to obtain the background check.

Failure to provide the required information or forms and/or failure to successfully pass the security background checks may result in removal of this individual(s) from service eligibility in performance of project contracted services.

The Consultant(s) shall be responsible for the costs for such security background checks.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other

subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Commission to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Commission.

6. Verification of DBE Participation: Prior to final payment by the Commission, the Consultant shall file a list with the Commission showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission

for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Commission, the Commission may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Commission, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal:

The Agreement goal established by the Commission is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Paragraph (7)(B)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
N/A				

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Paragraph (7)(B)(8) is less than the Commission's DBE goal given in Subsection (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Commission in Subsection (7)(A):

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the proper written consent of the Commission. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS

<u>Firm Name</u>	<u>Complete Address</u>	<u>Nature of Services</u>
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N/A

(B) The Consultant agrees, and shall require the selected Subconsultants, to maintain books, documents, papers, accounting records, and other

evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times at no charge to the Commission and their designees and/or representatives during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Commission or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Commission, the Consultant agrees to require, and shall provide evidence to the Commission, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontract agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;

2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence; and

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Commission in accordance with the submitted invoices for such services, as set forth in Section (10), titled "Fees and Payments."

(F) The Consultant agrees to furnish a list of any Commission-approved DBE Subconsultants under this Agreement upon the request of the Commission.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds twenty-five thousand dollars (\$25,000).

(9) EXECUTIVE ORDER:

(A) The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth

(6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(B) The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(10) FEES AND PAYMENTS:

(A) The amount to be paid to the Consultant by the Parties as full remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of \$31,428, except that the combined costs and fee will not exceed a maximum amount payable of \$293,329 which is shown in Exhibit III, "Estimate of Costs," attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred as restricted by Commission reimbursement policy and in accordance with generally accepted accounting principles, to the extent they are considered necessary to the execution of the item of service. The Commission will be responsible for seventy five percent (75%) of the total project costs, currently estimated at \$219,996.75. The Commission's share will come from its Southwest District TMC of the Ozarks operating budget, payable directly to the Consultant. The City will be responsible for twenty five percent (25%) of the total project costs, currently estimated at \$73,332.25, payable directly to the Consultant.

(B) The Consultant's actual costs shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 C.F.R. Part 31, the Federal Acquisition Regulations (FAR), and 23 C.F.R. 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance,

social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(B) 1 and 2 will be established based on the latest audit. If an audit determines that overhead has increased or decreased during the course of the services, the Consultant shall notify the Commission and utilize the latest audited data as the basis for interim payments and adjust overhead for prior periods. Upon completion of the services outlined under this Agreement, the final payment for these items will be based on accounting records of the Consultant incurred during the period of the Agreement. If, however, the Consultant's overhead has remained reasonably uniform during the period of the Agreement, the Consultant's latest audited rates may be accepted as a basis for establishing final payment for payrolls earned in the last fiscal year.

5. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Commission will be required prior to acquisition of reimbursable special equipment.

(C) The Consultant shall submit separate invoices for services rendered to the Commission and City not more than once every month. The invoice must be on the form provided by the Commission and must include all information required pursuant to section 134.5.1.1 of the Commission's Engineering Policy Guide, as amended. A graphic progress report indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress report, the Commission and City will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Commission's and City's receipt of the Consultant's invoice. The Commission and City will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected

by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

(11) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit IV, "Schedule," attached hereto and made a part of this Agreement. The Consultant and the Commission will be required to meet this schedule.

(B) The Commission will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(C) The Consultant and Commission agree that time is of the essence, and the Consultant and Commission will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit IV of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(12) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Commission may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Commission, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Commission.

(B) Should the Agreement be suspended or terminated for the convenience of the Commission, the Commission will pay to the Consultant its costs as set forth in Subsection (10)(B), including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Commission for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Commission 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Commission. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Commission that funds are no longer available to continue performance.

2. The Commission's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Commission.

(13) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the TMC of the Ozarks upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. the Consultant shall have the right to their future use with written permission of the TMC of the Ozarks;

2. the Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. the Consultant shall retain its rights to its intellectual property, including its intellectual property developed, utilized, or modified in the performance of the services. Consultant grants to the Commission and the City a personal, non-assignable, non-transferable, non-exclusive right to use its intellectual property, to the extent made available by Consultant pursuant to this Agreement, in accordance with and strictly subject to the following:

Exhibit V: Intelligent NETworks® Software License Agreement

Exhibit VI: SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Both Exhibits are attached hereto, and incorporated herein, by this reference. In the event of any conflict or inconsistency between this Agreement and its Exhibits, its Exhibit shall govern.

(14) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with

or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(C) If the Consultant has a claim for payment against the Commission or City which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of final payment. The notice of claim shall be delivered in accordance with Section (23) of this Agreement, and an additional notice shall be personally delivered or sent by certified mail to the office of the Secretary to the Commission in Jefferson City, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Commission.

(E) The claims procedure in Subsections (14)(C) and (D) do not apply to any claims of the Commission against the Consultant. Further, any claims of the Commission against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (14) (C) and (D).

(F) Notwithstanding Subsections (14)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(15) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(16) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Commission, the City, and the FHWA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the TMC of the Ozarks as result of the negligent acts, errors, or omissions

of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the TMC of the Ozarks for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Commission's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Commission on this project arising out of the Consultant's services hereunder.

(17) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in (17)(C)(1) and (C)(2), above, the Consultant may obtain insurance at all times in an amount equal to the Commission sovereign immunity caps as stated in Section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in (17)(C)(1) and (C)(2), above.

(E) The Consultant shall, upon request at any time, provide the Commission with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (17) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(18) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement includes design services only, unless review of shop drawings and other construction phase services are specifically included. The Consultant shall not be responsible for bidding, award of the construction contract, or construction administration or observation except as provided by Section (2), titled "Scope of Services," and Exhibit I to this Agreement.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors,

agents, or employees, or of any other persons performing portions of the construction work.

(19) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

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

(B) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 C.F.R. Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(C) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of Subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. Subtitle A, Part 21, Section 21.5, including in its employment practices.

(D) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the Subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential Subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

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

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

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its Subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(G) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or USDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the United State to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(20) APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA. The Commission shall have no liability whatsoever for any cost or loss to the Consultant if the FHWA does not approve this Agreement.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that this Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place or be delivered at Jefferson City, Missouri, by reason of which the Consultant consents to venue of any action against it in Cole County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Commission and the FHWA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Commission has notice of a potential claim against the Consultant and/or the Commission based on the Consultant's services under this Agreement, the Consultant, upon written request of the

Commission, shall retain and preserve its records until the Commission has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Commission or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Commission: Notices to the Commission shall be addressed and delivered to the following Engineer, who is hereby designated by the Commission as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Marc Lewis
Traffic Center Manager
Missouri Department of Transportation
1107 W Chestnut Expressway
Springfield, MO 65803
Telefax No.: (417) 864-1176
Telephone No.: (417) 895-7665

The Commission reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the Commission may now or hereafter deem appropriate. Such substitution or designations shall be made by the Chief Engineer in a written notice to the Consultant and City.

(B) Notice to the City: Notices to the City shall be addressed and delivered to the following Engineer, who is hereby designated by the City as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Tom Dancey, P.E., PTOE
Traffic Engineer
City of Springfield
840 Boonville Avenue
Springfield, MO 65802
Telefax No.: (417) 864-1176
Telephone No.: (417) 864-1167

The City reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its

behalf generally or in limited capacities, as the City may now or hereafter deem appropriate. Such substitution or designations shall be made by the Director of Public Works in a written notice to the Consultant and Commission.

(C) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

Joseph Brahm
Vice President
Parsons Transportation Group Inc.
650 E Algonquin Road, Suite 400
Schaumburg, IL 60173
Telephone No.: 847-485-1054

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Commission and City.

(24) MISCONDUCT CERTIFICATIONS: Under penalty of perjury, false declaration, and any other applicable consequences pursuant to state and federal law, the Consultant by signing this Agreement hereby certifies, unless expressly noted by submission of written exceptions, that the Consultant and its principals (any person associated with the Consultant in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any other administrative position): (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local governmental entity; (2) have not been indicted, convicted, or had a civil judgment rendered against them in any matter involving fraud or official misconduct within the past three years; and (3) have not had any public transactions terminated for cause or default in the last three years. If there are any exceptions to this certification, the Consultant shall submit those exceptions in writing, and these exceptions will be considered in determining whether to procure professional services from the Consultant. The Consultant shall not execute a subcontract for services under this Agreement with any business or person the Consultant knows to be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by a federal agency unless authorized by the Commission.

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

Agreement.

(26) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Commission. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Commission's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Commission under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Commission's Engineer, in advance.

(27) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(28) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Commission and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(29) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Commission to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Commission prior to the performance of such

subconsultant services under this Agreement.

(30) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

(31) ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION: By signing the contract, below, the Consultant certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

(32) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit I: Scope of Services.
- (B) Exhibit II: Services Provided by the Commission
- (C) Exhibit III: Estimate of Costs
- (D) Exhibit IV: Schedule
- (E) Exhibit V: Intelligent NETworks® Software License Agreement
- (F) Exhibit VI: Software License and Maintenance Agreement

[remainder of page intentionally left blank]

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

Executed by the Consultant on _____(DATE).

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

**PARSONS TRANSPORTATION
GROUP, INC.**

By: _____

By: _____

Title: _____

Title: _____

ATTEST: (Commission seal)

ATTEST: (Consultant seal, if existing)

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

CITY OF SPRINGFIELD

Deputy City Manager

Contract Paralegal

ATTEST:

Approved as to Form:

City Clerk

Assistant City Attorney

Director of Finance

Ordinance No. _____

Exhibit I
Scope of Services
St Louis and Springfield ATMS Project

Introduction:

This agreement provides for engineering services to design, deploy, integrate and support an ATMS for St Louis and Springfield.

This work will be accomplished according to the following tasks.

Task 1: Project Management

Task 2: Operations and Requirements Assessment

Task 3: Existing conditions data collection

Task 4: Interface definition and external interfaces

Task 5: Initial Base system deployment

Task 6: Additional Software Development and Deployments

Task 7: User acceptance testing

Task 8: Training and documentation

Task 9: Maintenance and support

Task 1: Project Management

Purpose:

This ATMS project involves interfaces, systems, and personnel/departments within MoDOT and the City of Springfield. The ability to maintain schedule will require a coordinated effort.

In order to meet the requirement to provide a fully integrated solution, Parsons will work closely with MoDOT and City in the management of the entire Installation. The objective of this task will be to provide project leadership that encompasses managing resources, tasks, project schedule, costs, and keeping MoDOT and City involved and informed throughout the project lifecycle.

Inputs:

- Contract
- Scope of Services
- Parsons Proposal
- Parsons Project Management-PM policies and procedures
- MoDOT and Springfield Project Management Team

Approach:

- Conduct kickoff meetings with the MoDOT and Springfield Team and discuss management approach including clarification of scope, expectations, and any project interrelationships
- Review MoDOT and City's ITS program and schedules
- Update Project Schedule
- Develop Detailed Project Management Plan
- Provide monthly project status reports via meeting that include:
 - o Status Summary
 - o Issues/Risks updates
 - o Progress Assessment
 - o Activities Performed
 - o Deliverables Completed
 - o Updates to project schedule
 - o Coordinate delivery of project deliverables

Deliverables:

- Project Management Plan
- Project Status Reports and invoices
- Specific Issues and Actions Report
- Risk Assessment updates
- Monthly Project Schedule
- Project Work Plan updates

Assumptions:

- Bi-weekly status meetings via Teams
- On-site staff will be available as needed to ensure smooth progress of the project
- Project Status Reports
- Specific Issues and Actions Report
- Monthly Project Schedule
- Project Work Plan updates

Task 2: Operations and Requirements Assessment

Purpose:

The system requirements identified within the RFP provide a high-level listing of functions and features that will define the initial system behaviors. To help ensure that MoDOT and the City fully understand and agrees to what is being provided in the system, the identified stakeholders will be involved in the assessment process. A Requirements Workshop will be held very early in

the project. This Workshop will allow the Parsons team and the stakeholders to augment, clarify, refine and add/or delete system requirements developed for the RFP.

As part of the Requirements Review Workshop, Parsons will walk through the initial requirements, and to the extent possible, demonstrate how the requirements will be fulfilled through system demonstrations. These visual system walkthroughs will provide the Stakeholders with valuable insight on how the requirements will be met and an understanding of what changes will need to be made to fully meet the full set of requirements. More than one workshop may be required to walk through all the requirements and system components.

Data collection and performance measurements are an important part of the system installation. As part of the workshop, we work with MoDOT and City to determine data collection, performance measures as well, data exchanges, and interface needs.

Our approach is based on deploying one ATMS product that will meet the needs in St Louis and Springfield. Phase 1 is the deployment of the base modules, with customizations and interfaces that can be developed and deployed by May of 2022. The intent will be to provide a fully functional ATMS platform that meets the vast majority of the requirements listed in the RFP. This base installation will allow the project team to begin using the system functions as soon as possible and allow for user feedback in time to adjust items prior to the end of the project based on operational experience.

We always recommend that clients reserve budget for refinements based on their own operational experience. While our system functionality is based on many years of experience, there are always client specific needs that result in special functional requirements. Planning for this up front always results in a solution that will more closely meet your needs. Phase 2 will include the enhancements needed for the base deployment to fulfill the agreed upon requirements from the RFP and workshops.

We will develop a build schedule in coordination with the project team. We will discuss and agree on a build schedule at the end of the initial requirements review. The schedule will depend on the interdependencies with interfaces, communications infrastructure.

Once the schedule is defined, requirements are assigned to the enhancements based on priorities, interdependencies, and level of effort required. As the project progresses the build assignments are regularly assessed and refined. It is very possible that all the requirements identified in the RFP can be deployed, with the initial based build in May. However, it is agreed that we will not let unforeseen, issues, or interface details hold up the initial deployment.

This task will also validate the status of MoDOT and City Operational Environments in relationship to the ITS deployments, the field network and the Software Requirements, and refine the requirements to best meet the project needs.

Inputs:

- RFP Software Requirements
- Parsons Proposal
- Parsons base system modules
- Technical assessment and inventory documentation

Approach:

- Parsons will lead up to 2 in person half day Requirements Work Workshops.

- As part of the Workshop trips, Parsons will review existing operations, systems
- Workshops will include system demos and a detailed evaluation of requirements with respect to the proposed solution demonstrating how it meets the requirements.
- The team will assess priorities and dependencies and develop initial deployment phasing schedule, if it is anticipated that all of the requirements cannot be deployed with the Based Deployment in May of 2022.

Deliverables:

- Requirements Walkthrough material and documentation
- Updated Requirements Document
- Implementation Phasing Plan with updated schedule (if needed)
- Initial draft Data Management Plan

Assumptions:

- The Requirements Workshop will be held on site at MoDOT
- The City will coordinate the use of a MoDOT conference room with adequate size and AV.

Task 3: Existing Conditions Data Collection

Purpose:

The purpose of this task is to work with MoDOT and the City to gather all the relevant ITS infrastructure and interface details. This will include information on any existing devices and interface as well as any new devices or interfaces.

This task will include the input of the device details into the ATMS and the documentation of any interface details.

Inputs:

- MoDOT and Springfield ITS legacy devices and systems
- Existing Inventory Data
- Existing ATMS Data
- Communications Infrastructure
- Technical Environment
- System Requirements

Approach:

- Review system requirements with MoDOT.
- Work with agencies to collect data
- Review inventory documentation for existing equipment and software.

- Central facility and limited field reviews
- Gather details related to any new device or system interfaces

Deliverables:

- Fully populated ATMS for St Louis and Springfield infrastructure

Assumptions:

- Existing ITS field equipment and communications infrastructure is in good working condition
- Existing communications diagrams are available
- MoDOT and Springfield staff will work closely with Parsons to collect the required information.
- The hope is that we can get the current device details as direct outputs from the current ATMS
- Interface details will be readily available for any new devices or systems that will be integrated

Task 4: Interface Definition and External Interfaces

Purpose:

The intent of this task is to design and develop the external interfaces to the ATMS. Center-to-Center Communications in the ATMS environment is ideally accomplished through utilization of existing ITS Standards including the latest Traffic Management Data Dictionary Standard for Traffic Management Center to Center Communications. However, we do not expect that all the interfaces will adhere to the industry standard.

This task will include the Center to Center-to-Center interface between the St Louis Area ATMS and the Springfield Area ATMS.

If the vendor does not support a standards-based interface, but does have a reasonable interface available, Parsons will look at using their available interface if it meets the project needs. If no interface is available, Parsons will work with the vendor and the project team to develop the interface definition.

System integration requires coordination on both sides, as result we will need to work with each of the vendors to make the integration effort successful. Any new system or device vendors will be contacted early in the process to gain an understanding of their current systems, and potential interfaces.

New System interfaces will include:

- Surfsight cameras
- Queue warning system between Wavetronix Smart HD sensor and CMS board
- RWIS
- Mizzou TITAN
- Integration of TMS layers on ATMS Map

- Integration of Miovision sensors (depending on price)

The current ATMS already interfaces with the following devices and systems. It is expected that we will use the same interface formats to connect to these devices and systems.

- Motorola CAD
- American Eagle
- Transparency
- TMS
- MoDOT Traveler Information Map
- Missouri State Highway Patrol feed (SL)
- Geotab
- Waze
- RITIS
- Activu video wall

Through this task Parsons will coordinate with the vendors, design the interfaces, develop the interfaces on the ATMS side and work with the vendors to test and confirm functionality.

Inputs:

- Parsons Proposal
- Vendor interface documentation
- RFP and Requirements Review functional requirements
- Communications Infrastructure
- Industry standards

Approach:

- Work with system vendors to define interfaces
- Assess and prioritize in coordination with requirements review
- Review communications and security needs
- Work with MoDOT and Springfield IT to confirm and set up physical connection and fire walls
- Document all new interface details
- Develop any custom interfaces
- Perform integration testing with the vendors and work through any identified issues

Deliverables:

- API Document for each new system interface
- Fully deployed and tested system interface with each approved system.
- Results from interface testing

Assumptions:

- Any new vendors will support a standard interface such as REST, SOAP, XML, or access to a database view.

- Parsons costs cover the coordination, interface definition, and the interface development on the ATMS side. Any costs associated with the development of an interface on the vendor side will be covered outside Parsons based project budget.
- The MoDOT and Springfield will support the development of agreements that may be required to develop the interfaces.
- All Vendors will cooperate in the development and testing of the system interface
- Parsons will use the current interface format for any devices or systems that are interfaced to the existing ATMS.

Task 5: Initial Base Systems Deployment

Purpose:

The vast majority of the requirements identified in the RFP are already supported by the iNET™ ATMS. There are a few new external interfaces and features that will need to be added. The intent is to have a base system deployed by May of 2022 with the majority of the desired features and interface in place.

The project Budget should cover the deployment of the Base System and all the requirements defined in the attachments to the RFP and described in the Parsons proposal, as well provide for the support and maintenance of the system for the remaining time in the contract, as requested.

Through the Requirements Walkthrough process, Parsons will work with MoDOT and Springfield to assess which requirements can be deployed in May 2022, and identify any items that could be delayed. These would likely to be new system interfaces that have not been defined.

In addition, MoDOT or Springfield may want to adjust the requirements as a result of the Requirements Walkthrough and/or experience working with the Base System Deployment. Any changes to requirements would need to be mutually agreed between Parsons and the agencies, and not put the project budget at risk.

Parsons will setup all system hardware and software in the development, QA and production environments and test and document results of the hardware, communications, software and data migration to meet the requirements.

Parsons will develop a System Cutover Plan for MoDOT and Springfield approval prior to any switchover to the new iNET™ ATMS. The Cutover Plan will outline how we will switch the system over to the new ATMS with minimal disruption to the agencies operations.

This task will include the initial setup of all the base components including the ATMS Domains and Properties, signal system, ATSPM, map base, and all device and system interface.

Inputs:

- Task 2 through 4 outputs
- Parsons receiving shipped hardware.
- Facility availability schedule
- Interface Communications to field devices

- Facility floor plans
- Facility electrical layouts
- iNET™ deployment procedures
- Current signal system setup
- Cut over input from MoDOT and Springfield technical and operations staff
- Input from MoDOT and TransCore to support the transition

Approach:

- Procure and set up development environment in Parsons environment
- Review and assess physical environment for QA and production servers
- Coordinate as needed with TransCore to collect information needed to system configuration and transition planning
- Develop any custom functionality and new interfaces that can be completed by May of 2022
- Set up QA and production environment in coordination with MoDOT
- Set up Version Control Baseline in Parsons' repository
- Develop initial deployment plan and schedule
- Develop initial Cutover Plan
- Coordinate initial communications, system and device integration testing
- Complete integration with initial center and field networking.

Deliverables:

- Base system as defined during the Requirements Review
- System Cutover Plan
- Initial Software Installation
- QA, Production and backup servers installed in MoDOT facility in Springfield and St Louis area, with a Center-to-Center interface between them.
- Version Control Baseline in Parsons' Repository
- Provide As-Built Documentation
- Build 1 Test Plan
- Test procedures
- Build 1 Test Results

Assumptions:

- The initial system setup, properties, and parameters will be setup by Parsons based on input from the MoDOT and Springfield during the Requirements Review Walkthrough.
- The base Deployment will include any new features and interface that can be built, tested and deployed by May of 2022. This is expected to be the vast majority of the requirements.
- Parsons will setup new ATMS Production and backup server for the St Louis Deployment. The servers will be set up in a virtual environment to allow for the QA/testing to be hosted on the same Physical servers.. Parsons will also setup two

video servers for St Louis. For the Springfield TMC Parsons will setup one new Production server and set up the existing server for backup.

- Parsons will setup, install, manage and maintain the ATMS servers with limited support from the MoDOT staff as described above.
- Parsons will provide a HOT failover environment in St Louis, and a warm fail over in Springfield such that the ATMS can be quickly switched over to the backup ATMS if the primary ATMS fails.
- MoDOT will purchase all the servers and COTS packages required for the St Louis and Springfield ATMS. Parsons will set up the servers and maintain them throughout the life of the contract.

Task 6: Additional Software Development and Deployments

Purpose:

While our system will meet the bulk of the requirements without customization, there will be some system changes required to meet the requirements. It is expected that many of the customizations needed to meet requirements or interface needs will be deployed as part of the Base Deployment. However, with new system interface, and limited first year budgets, there will be some items that cannot be deployed by May of 2022. These items will be developed and deployed as part of future builds.

It is also expected that there may be additional desired adjusted requirements based on the Requirements Workshop, or on the use of the Base System deployed under Task 5. Parsons will work closely with MoDOT and Springfield staff to make any desired adjustments that can be completed within the project budget without sacrificing the 3-year system support.

System requirements will be tracked and managed throughout the Project. Any, modification, changes or tradeoffs of requirements will be documented and submitted to the MoDOT and Springfield for approval.

Each build will include a full set of documentation including, build notes, roll back procedures, requirements list, Transition Plan (when applicable), Test Plan and Test Procedures. User Manuals, Administrator Manuals and training material will also be updated (See Task 8).

Inputs:

- Parsons Proposal
- Outputs from tasks 2 through 5
- System Requirements
- Technical Assessment and Inventory Documentation
- Build schedule
- Build assignments

Approach:

- Tasks 2 through 5 provide the initial base for any future custom development.
- Additional customization may be approved by the MoDOT or the City
- All builds include full documentation under Task 8
- Development in accordance with Parsons' process including: Configuration Management, Change Control, Testing, and deployment processes.

- All builds will be preceded by development, multiple levels of testing, and appropriate build documentation as described above.
- All builds will include a Rollback Plan

Deliverables:

- ATMS Software Build(s)
- Build notes
- Roll back procedures
- Requirements updates
- Transition Plan (when applicable)
- Test Plans
- Test Procedures
- User Manuals updates (under Task 8)
- Administrator Manual updates (under Task 8)
- Training material (under task 8)
- Implementation Schedule updates
- System design updates if appropriate
- Critical Design Review Meetings notes if needed

Assumptions:

- The Scope, schedule and Budget was based on up to 4 builds. However, if mutually agreed this could be adjusted to include more builds if there are issues that delay an external interface.

Task 7: User Acceptance Testing

Purpose:

Acceptance testing will be a part of all builds for MoDOT and the City. The testing will typically utilize a combination of visual inspection, analysis, and test or proofs that will define pass/fail conditions for each requirement in the given build.

The task purpose is to ensure that builds are deployed in accordance with requirements, design details and without bugs.

Testing is done at multiple stages of the development process. All builds will be tested by Parsons in the development environment, and QA before being tested with the Client as part of acceptance.

After the build is tested in QA, with the client's approval, it will be moved to the production environment and tested again in coordination with the client and/or your representative. Issues identified at any stage of testing are fed back into the tracking tool and tracked until resolved.

Inputs:

- Software Implementation Plan
- Software builds
- Test Plans
- Test Procedures
- Implementation Schedule

Approach:

- Test Plans and Procedures will be provided prior to each build.
- Use of ITS devices for the test environment will be coordinated with MoDOT and Springfield as appropriate.
- When possible, we like to test to live devices from the QA environment prior to deployment into production.
- Parsons will provide simulated devices for initial testing of field device related functions.
- All test results will be documented and signed off by Parsons and the client
- Each build will be tested in coordination with the client before moving to the production environment
- All builds will be retested once it is moved to production.

Deliverables:

- Test results
- Issue Resolution Plans (When appropriate)
- Issue Correction
- Successful Test Completion
- Software build moved to the production environment

Assumptions:

- MoDOT and/or Springfield will provide staff to support acceptance testing for each build.
- MoDOT and/or Springfield will provide workstations for acceptance testing

Task 8: Training and Documentation

Purpose:

Parsons will provide training in coordination with each system build. Training will include user and administrator training as appropriate based on the build details. All training material will be provided to the client for future reference. Updates to Manuals and documentation are provided with each build.

The provided manuals will be based on our core iNET™ Manuals with modification to reflect the specific details of the client's system.

For the initial deployment, we expect to provide two separate 4-hour user training sessions. We will coordinate with MoDOT and Springfield to determine the best time and location for this training. We will also provide one 4-hour system administrator training session, which will provide the agencies the ability to manage and maintain the system at the appropriate level. In addition, we will provide an additional 2-hour train-the-trainer session. Unless otherwise restricted, we expect to provide the initial training onsite at a MoDOT (or Springfield TMC) facility.

Training for subsequent builds may be provided remotely, or in person, and will be of sufficient length to cover the build changes.

Inputs:

- Completed Initial Installation
- Completed Implementations, per installation schedule
- System Configuration Documentation
- System build details and requirements met.

Approach:

- The initial Training Plan will be tailored for up to 3 user groups and one administrator group established by the client
- Signal system and ATSPM training will be separate from the rest of the ATMS training and include 2 separate sessions.
- Training Course Syllabi and support materials will be included
- Training material will be provided in hard and electronic format
- Initial training will be held on site at a MoDOT facility
- Three separate 4 hour user training session will be provided with the initial build for the ATMS and 2 for the signal system
- One 4-hour system administrator training session will be provided. This can be provided at the initial build or at any time after that, prior to the completion of the project
- Subsequent training may be provided online

Deliverables:

- Training Plan
- Course Syllabi and Support Documentation
- Hard and soft copy training material
- Manuals are updated with each build

Assumptions:

- MoDOT and Springfield will assist with training logistics.

- MoDOT and Springfield will ensure appropriate computers and communications are available to training locations, ideally this will be one computer per trainee, but they can also share a computer if needed

Task 9: Maintenance and Support

Purpose:

The intent of this Task is to ensure the smooth operations, and maintenance of the system. Through this task Parsons will support the maintenance and ongoing operations of the ATMS.

Maintenance and support will commence once first build is put into production. Prior to the initial deployment Parsons will work with MoDOT and the City staff to develop maintenance and support procedures and guidelines that will optimize our ability to provide the quick and effective support you will want.

The Maintenance Plan will define how the MoDOT, City and Parsons will coordinate all maintenance requests and resolution. The Plan will describe how to best document and report issues and problems when they occur. It will describe call out procedures and issue stacking details.

The Maintenance Plan will also describe routine maintenance procedures and responsibilities as outlined in the section below. The Parsons team will provide:

Emergency Support – Parsons will provide 24/7 support for mission critical functional issues. We will maintain an on-call support number for the client to call 24/7 for any mission critical issues with the ATMS. Through the Emergency Support, the client will have access to staff that can help resolve issues remotely in real time. Each call shall be issued a tracking or reference number.

Telephone Help Desk Support - Provide telephone help desk support to answer user questions and issues regarding the ATMS application, TMC network and any related ancillary components used to operate the system. The help desk support will be available Monday-Friday 8 a.m. – 5 p.m. Central Time Zone, excluding state holidays, with an initial response time of 1 hour. Each call shall be issued a tracking or reference number.

Configuration Management - Perform software configuration management activities related to the ATMS. Tasks shall include:

- Process and disposition of client-reported System Change Requests (SCR) related to the ATMS.
- Investigate SCR resolution as required to determine necessary course of action, if any.
- Track all problem reports in a maintained database.
- Prepare monthly maintenance summary reports.

Monthly status meetings with the client to help ensure that the users are getting the most from the system. Biweekly meeting can be provided for the first 6 months if needed. It includes support for adding or modifying new devices, planning system modifications and fine-tuning system parameters.

Inputs:

- System Requirements
- System Documentation
- Change Control Board
- Completed ATMS Installation
- Maintenance Plan
- Issue Reports

Approach:

- Routine maintenance details will be discussed and agreed with the Client prior to the initial build
- Support details will be described in the Maintenance Plan and agreed by both parties prior to deployment
- Support will be provided in accordance with the Maintenance Plan
- Most maintenance or support related changes will be incorporated with regular system builds unless they are related to critical functionality.

Deliverables:

- Maintenance Plan
- Post implementation support
- Maintenance activity log
- Issue tracking
- Resolution dispositions
- CCB Agenda, item tracking and notes
- Release notes for any updates
- Any other deliverable identified in the Maintenance Plan

Assumptions:

- Parsons will support and maintain the software and ATMS Servers.
- Parsons will train MoDOT and City Staff on how to safely switch the ATMS to the backup server if needed and how to reboot the ATMS environments.
- Parsons will have remote access to the ATMS servers. It is expected that the vast majority of the system support can be administered remotely, with minimal MoDOT or Springfield staff support

ATMS Requirements (DISCUSS)

Parsons will provide Advanced Traffic Management System (ATMS) software implementation and support for ITS devices and for two of the major Traffic Management Centers in Missouri (St. Louis, and Springfield). Parsons will implement and maintain a MoDOT ATMS software that controls ITS equipment and devices along rural corridors as well as the urban centers of St. Louis and Springfield. The following are major functions that the ATMS software will support. Parsons intends to develop, deploy and maintain one software platform for both St Louis and Springfield. However, some functions will only be available in one region based on system configuration and regional specific interfaces.

The requirements outline below is marked to show requirements that are specific to only one region, and show which requirements are expected to be deployed in the Initial Base Build and which ones will be built in the additional future builds. All the identified requirements will be implemented in a build, or adjusted or traded off in coordination with MoDOT and the City of Springfield.

Initial Build by May 2022– (IB)

Follow-on Builds – (FB)

Springfield Only – (SO)

St Louis Only – (SL)

1. Mapping capabilities including the following: (IB unless marked otherwise)
 - a. Mapping all state routes
 - b. Intersection level mapping (FB) (SO)
 - c. TWLT capabilities
 - d. Lane by lane visibility
 - e. City of Springfield roads mapping
 - f. City of Joplin roads mapping
 - g. Incident mapping
 - h. Congestion mapping
 - i. Weather mapping
 - j. AVL mapping
 - k. Response plans
 - l. Device mapping
2. Video Camera Control System compatible with our existing equipment
3. Web-based user interface options

4. Integration with Waycare predictive analytics software (SL) (FB).
5. Dynamic Message Sign & Traveler Information System compatible with our existing equipment
6. Freeway Management System including freeway side-fire microwave/radar detectors, Probe Data (HERE.com), and arterial TT sensor and Bluetooth
7. Traffic Signal integration system for MoDOT traffic signals compatible with all existing SL controller types (SL) (IB)
8. Automated Traffic Signal Performance Measures (ATSPM) support (SL) Springfield may want to add. (IB). First 130 intersections (IB). Additional 80 more in (FB)
9. System which manages MoDOT ITS device inventory and maintenance/repair tickets (SL) (FB)
10. Traffic Incident Management (TIM) portal. Initial build based on iNET™ current dashboards. Changes may be made with future builds
11. Scheduled event layer/portal. Initial build based on iNET™ current dashboards. Changes may be made with future builds
12. TMC video wall integration and interaction via video control system. Springfield does not have a video wall controller. Parsons expects to use an iNET™ client on a PC to drive this wall.
13. ATMS CCTV analytic alarms such as wrong way driving, and slow/stopped vehicles on the roadway. (SL)(FB)
14. Data portal which manages and keeps the historic MoDOT side radar detector traffic data Initial build based on iNET™ current dashboards. Changes may be made with future builds.
15. Ability to integrate GEOTAB AVL data, and Surfsight cameras for ER vehicles. (FB)
16. 911 computer aided dispatch integration including: With existing Interface (IB)
 - a. Multiple site import ability
 - b. Continuous import of traffic incidents and automatic mapping
17. Traffic device integration including:
 - a. CCTV and Detection Cameras including:
 - i. PTZ capabilities and presets
 - ii. Vendor Agnostic: AXIS, Miovision, Surfsight, Pelco, Blackvue, etc.
 - iii. Compressed video streaming
 - iv. Video tours
 - b. DMS/CMS/VMS including:
 - i. Tiered priority messaging
 - ii. Scheduling capabilities
 - iii. Travel time messaging
 - iv. Weather alert messaging

- v. Standard and full color matrix supported
 - vi. Queue warning system
 - vii. Dynamic Trailblazer Signs (SL) (FB)
- c. Traffic detection device integration and data display including (but not limited to):
 - i. WIFI sensors
 - ii. Sidefire radar
 - iii. Queue warning system between Wavtronix Smart HD sensor and CMS board
 - iv. Miovision sensors
- 18. Weather applications including:
 - a. RWIS and stand-alone device integration (data and visibility)
 - b. RADAR mapping
 - c. Severe weather alerts
- 19. External Communication including:
 - a. 3rd party data feeds including:
 - i. www.ozarktaffice.com export (SO)
 - ii. www.Gatewayguide.com export (SL)
 - iii. MoDOT Traveler Information Map export
 - iv. MoDOT TMS export
 - v. WAZE import/export of data (FB)
 - vi. RITIS import/export (FB)
 - vii. Social media export
 - viii. Xml/json data structures
 - ix. Waycare (SL)(FB)
 - x. Mizzou TITAN (FB)
 - b. Email Altering including:
 - i. Special events
 - ii. Construction events
 - iii. Major incidents
 - iv. Ability to attach screenshots (FB)
 - c. Import specific alarms from Transparency (SO) (FB)
 - d. ATSPM software integration (FB)
 - e. Map based selectable customized email/text alerts for public (SL) (FB)
- 20. Video wall management (SL)
- 21. TMC to TMC control (FB)

- 22. Alerts
 - a. Signal system integration (Transparency alarms only) (SO) (IB)
 - b. Device alarm reporting
- 23. Remote access capabilities
- 24. User privilege by jurisdiction or security level
- 25. Web and mobile platform based access (FB)
- 26. Reporting including:
 - a. Incidents
 - b. Construction
 - c. DMS
 - d. Communication
- 27. Integration of TMS layers on ATMS map
- 28. Assign multiple "home views" in ATMS map

Exhibit II: Services Provided by Commission

- Provide staff to support acceptance testing for each build.
- Provide workstations for acceptance testing.
- Assist with training logistics.

Exhibit III: Estimate of Costs

Springfield ATWS Cost Estimate

Tasks	Project										Springfield									
	Manager	Chief Engineer	Lead Engineer	Senior Software Eng.	Software Engineer	Systems Engineer	Engineer	Tech2 Staff	Senior Engineer	SrTS Eng	ITS ENG	ODC& Equipment Number	ODC& Equipment Unit	Total Labor Hours	Direct Labor Amount	Springfield Labor Hours	Direct Labor Amount	Overhead at 114.38%	Fixed Fee at 12.00%	Springfield Total
	\$117,000	\$86,435	\$86,544	\$92,212	\$54,000	\$55,000	\$32,000	\$26,589	\$79,580	\$46,000	\$40,385			866	\$64,463	189	\$13,287	\$15,197	\$3,418	\$31,902
Project Management		216	0	228	36	0	0	0	282	0	0	0	0	866	\$64,463	189	\$13,287	\$15,197	\$3,418	\$31,902
Operations and Requirements Assessment		40	0	0	28	0	0	163	0	0	0	0	0	231	\$11,975	51	\$2,618	\$2,995	\$674	\$5,287
Existing conditions data collection		14	0	0	28	32	0	64	0	0	0	0	0	138	\$7,753	30	\$1,704	\$1,946	\$438	\$4,091
Interface definition & initial external interface		8	0	48	128	304	8	114	0	0	0	0	0	610	\$32,895	134	\$8,321	\$9,517	\$2,141	\$18,979
Initial Base system deployment		5	9	148	706	1,082	244	0	0	0	0	0	0	2,194	\$547,843	482	\$32,488	\$37,146	\$8,348	\$78,004
Signal System & AI SPW		0	0	0	410	318	0	404	500	229	240	520	0	2,251	\$100,692	465	\$22,124	\$25,301	\$5,691	\$53,112
Additional Software Development and Deployment		6	14	176	286	640	97	95	0	0	0	0	0	1,274	\$88,635	280	\$18,379	\$21,021	\$4,728	\$44,128
Acceptance Testing		20	0	32	44	104	0	126	0	0	0	0	0	326	\$18,921	72	\$4,166	\$4,768	\$1,072	\$10,004
Training and Documentation		24	0	0	28	0	0	0	0	0	0	0	0	156	\$10,837	30	\$2,380	\$2,724	\$613	\$5,718
Maintenance and support		54	0	88	156	432	136	440	0	0	0	0	0	1,356	\$75,992	286	\$16,698	\$19,101	\$4,284	\$40,006
Total hours		397	23	670	1,430	2,912	1,456	782	228	240	520			9,388	\$555,937	2,263	\$122,167	\$139,734	\$31,428	\$289,329
Project Total		\$44,449	\$2,211	\$37,982	\$107,469	\$186,368	\$35,706	\$46,592	\$21,081	\$18,274	\$11,534	\$21,242		9,388	\$555,937	2,263	\$122,167	\$139,734	\$31,428	\$289,329
Springfield Total		\$10,207	\$436	\$12,741	\$23,614	\$40,654	\$8,036	\$10,239	\$4,621	\$4,019	\$2,535	\$4,663								

Exhibit IV: Schedule

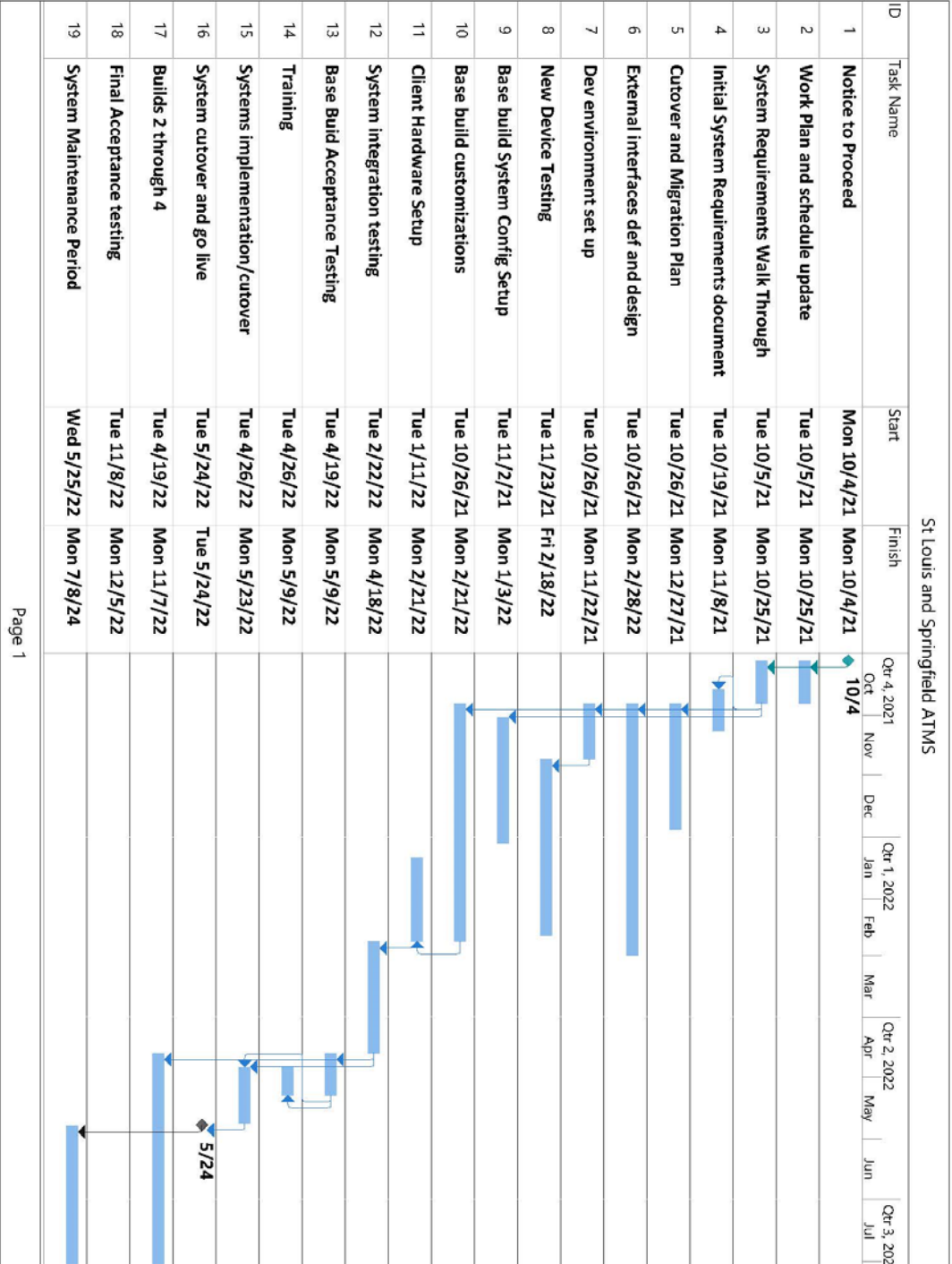


Exhibit V: Intelligent NETworks® Software License Agreement



Intelligent NETworks® Software License Agreement

IMPORTANT – This software license agreement (the “Agreement”) is a legal agreement between the Licensee (as defined in Schedule A, attached hereto) and Parsons Transportation Group Inc. (the “Licensor”). Licensee’s use of the Software indicates acceptance of the terms of this Agreement.

LICENSE TERMS

1. **GRANT OF LICENSE.** Licensor grants to Licensee the personal, non-assignable, non-transferable, non-exclusive right to use the Intelligent NETworks® software and all associated documentation (the “Software”), solely in object code format, solely for Licensee’s own internal business or personal purposes and use, only on the computers and/or at the location(s) identified in Schedule A, and subject to any additional limitations specified in Schedule A. Optional extensions of the scope of the license granted hereunder, including but not limited to those “OPTIONS” identified in Schedule A, may be made with the written agreement of Licensor and Licensee. The Agreement is effective from the “Date of Delivery” specified in Schedule A, until terminated. If Licensee breaches the terms of this Agreement, then without limiting any other remedies available to it, including injunction and other equitable remedies, Licensor can immediately terminate this Agreement and the license granted hereunder upon written notification to Licensee.
2. **RESTRICTIONS ON USE.** Licensee agrees that it will not: (a) copy or reproduce the Software except that Licensee may make one copy of the Software solely for backup purposes; (b) copy or reproduce any of the written materials for any purpose; (c) assign this Agreement or transfer, loan, share, lease, rent, export, sell or grant a sublicense of the Software or the licence contained herein to any other party unless authorized by the Licensor in writing; (d) reverse engineer, decompile or disassemble the Software; (e) use the Software except as authorized herein; (f) remove any proprietary notices, labels or marks from the Software; and/or (g) permit third parties to use the Software in any way that would constitute a breach of this Agreement.
3. **OWNERSHIP AND COPYRIGHT.** The Licensor and, if applicable, its suppliers are the owners of all title, copyright and other intellectual property rights in the Software, related written materials, logos, names and other support materials furnished to Licensee. Licensor reserves all rights not expressly granted to Licensor in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. The Software is licensed, not sold. No title to the intellectual property in the Software, the documentation, magnetic media or any other material provided therewith is transferred to Licensee by this Agreement.
4. **LIMITED WARRANTY.** Licensor warrants that the Software will perform substantially in accordance with the project requirements for a period of ninety (90) days from the Date of Delivery. Any implied warranties are limited to ninety (90) days from the Date of Delivery.
5. **LICENSEE REMEDIES.** Licensor's entire liability and Licensee's exclusive remedy pursuant to this Agreement and in relation to the license granted hereunder shall be, at Licensor's option and subject to applicable law, either (a) return of the price paid, if any, for the Software and termination of this Agreement, or (b) repair or replacement of the Software that does not meet Licensor's Limited Warranty and which is returned to Licensor. The Limited Warranty described above is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus.
6. **NO OTHER WARRANTIES.** THE SOFTWARE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY STATED HEREIN, LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. THE LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT ITS OPERATION WILL BE ERROR-FREE.

7. NO LIABILITY FOR DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOSS, DAMAGES, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE.
8. MISCELLANEOUS. This is the entire agreement between Licensor and Licensee pertaining to Licensee's rights to use the Software, and supersedes all prior or collateral oral or written representations or agreements related thereto. In the event that one or more provisions is found to be void, illegal or unenforceable, this Agreement shall not be rendered inoperable but the remaining provisions shall continue in full force and effect. No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions, and no waiver shall be effective unless made in writing. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

SOFTWARE LICENSE AGREEMENT

SCHEDULE A

This Schedule A is incorporated into and forms an integral part of the Software License Agreement to which it is attached.

SOFTWARE: Intelligent NETworks® with the following software modules:

- Map Module
- Security and Administration Module
- Video/Closed-Circuit Television (CCTV)
- Dynamic Message Sign (DMS)
- Vehicle Detector Station (VDS)
- Environmental Sensor Stations (ESS)
- Traffic Signals (TSS)
- Event Management (EM)
- Decision Support System (DSS)
- Center to Center (C2C)

Module licenses from the previous Missouri iNET deployment have been carried forward to this license.

DATE OF DELIVERY: October 2021

LICENSEE: Missouri Department of Transportation/Missouri Highways and Transportation Commission

**AUTHORIZED COMPUTERS/
LOCATION(S)/GEOGRAPHIC
SCOPE:** Software is licensed for the purposes of traffic management within the state of Missouri

ADDITIONAL LIMITATIONS: Licensee may use the Software only for governmental purposes and not for any commercial purposes. The Software is licensed solely for use in conjunction with the MoDOT, St Louis and Spring Field ATMS deployments.

OPTIONS (SCOPE EXTENSIONS): System can be expanded for use with any other Intelligent NETworks® system modules

Specific terms and conditions, including associated fees, must be agreed upon in advance and in writing between Licensor and Licensee prior to activation of any OPTION.

GOVERNING LAW This Agreement shall be governed by the laws in force in the State of Missouri; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the Circuit Court of Cole County, Missouri.

Exhibit VI: SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

AG-106 MTNC - 10/97

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Date: _____

B E T W E E N:

Parsons Transportation Group Inc. - and - Missouri Department of Transportation
Company Name ("Licensor") Customer Name ("Licensee")

Company Office Address:

650 East Algonquin Road, Suite 400

Schaumburg, IL 60173

Agreement Number: _____

Service Level:

Per Contract Scope of Work

Customer Address:

Missouri Department of Transportation

File/Project Number: _____

Name of Software:

INTELLIGENT NETWORKS®

1. DEFINITIONS.

The following are definitions of various terms to be used throughout this Agreement.

- (a) **"Authorized Computers"** means the equipment LICENSEE is required to maintain at Authorized Stations upon which the Supported Software are intended to be used, more particularly described in Schedule "A".
- (b) **"Authorized Stations"** means the location(s) at which the LICENSEE is licensed to use the software and where the Software Maintenance Services may be provided under this agreement, more particularly described in Schedule "A".
- (c) **"Computer"** shall mean any one or more processing units operating under the control of a single operating system which will process the Software.
- (d) **"Products"** shall mean LICENSOR'S proprietary computer Software, and related items that are an integral part of the Products and includes the following or any combination of the following: (i) instructions or statements in Computer readable form, (ii) any database structure in Computer readable form, and (iii) any related materials, including documentation and listing, whether in Computer readable or printed form.
- (e) **"Product Enhancements"** shall mean either corrections, improvements or additions to the Software which increase the basic functions of the Software to a level that redefines the original Products as defined by the LICENSOR.
- (f) **"Product Upgrades"** shall mean either corrections, improvements, revisions, new releases, additions or user manuals which relate to operating performance of the Products but which do not redefine the original Products as defined by the LICENSOR.
- (g) **"Service Level"** means the specified level of service for the provision by LICENSOR of Software Maintenance Services as specified in the Contract Scope of Work
- (h) **"Software"** means the LICENSOR's proprietary computer data processing program which is an integral part of the Products.
- (i) **"Software Problem(s)"** means Software having defective distribution media and/or Software function which is inconsistent with the user manual(s).

- (j) **"Supply Contract"** means the contract for the supply of the Products assigned to the LICENSEE as specified above.
- (k) **"Support Contact(s)"** means the LICENSEE's authorized individual(s) with whom LICENSOR communicates when providing Software Maintenance Services. The Support Contact(s) shall be knowledgeable about how the Supported Products are being used and the operating environment.
- (l) **"Supported Products"** means the Software that the LICENSOR will perform Software Maintenance Services for at the specified Service Level identified in more detail in Schedule "A".

2. LICENSE AGREEMENT

All Product Upgrades, Product Enhancements, user manuals (or portions thereof), media, and services provided hereunder are subject to all of the terms and conditions of the LICENSOR's Software License Agreement and shall remain proprietary to the LICENSOR and title thereto remains with the LICENSOR. All applicable rights to patents, copyrights, trademarks, and trade secrets in the Software and the Product Upgrades and Product Enhancements, are and shall remain with the LICENSOR. The LICENSEE shall not sell, transfer, publish, disclose, display or otherwise make available the Software or Product Upgrades or Product Enhancements to others and agrees to secure and protect same.

Provided payment of fees is made, LICENSOR grants LICENSEE a non-assignable, non-transferable, non-exclusive license to use the Product Upgrades and Product Enhancements in accordance with the terms and conditions outlined in LICENSOR's Software License Agreement governing the Software.

3. SOFTWARE MAINTENANCE SERVICES

- 3.1 Upon execution and return of this agreement, and provided payment of required fees is current by LICENSEE, LICENSOR will provide the remote Software Maintenance Services as outlined in Schedule "B" and in accordance with the Service Level specified above as outlined in more detail in the Contract Scope of Work".
- 3.2 LICENSOR agrees to provide remote Software Maintenance Services for Supported Products on Authorized Computers at the Authorized Stations specified in Schedule "A".
- 3.3 LICENSOR shall be entitled, upon giving prior written notice to LICENSEE, to assign this Agreement and LICENSOR's rights hereunder, to any parent, subsidiary or affiliate of LICENSOR.

4. LIMITATIONS OF SOFTWARE MAINTENANCE SERVICES

- 4.1 Unless otherwise stated in Schedule "B", the following services are **not** supported under this Agreement:
 - (a) support of Products, other software, accessories, attachments, machines, systems or other devices not supplied by the LICENSOR or not listed in Schedule "A";
 - (b) rectification of lost or corrupted data arising for any reason other than through LICENSOR'S own negligence;
 - (c) support arising from any changes, alterations, additions, modifications or variations to the Supported Products or Authorized Computers made by the LICENSEE without the consent of the LICENSOR;
 - (d) attendance to faults caused by LICENSEE using the Supported Products outside the design or other specifications or outside the provisions laid down in the User's Manual supplied with the Software;
 - (e) diagnosis and/or rectification of problems not associated with the Software of the Supported Products;
 - (f) Software Problems arising from (1) the Products (or parts thereof) not being used in accordance with the LICENSOR's instructions or if they have been improperly installed by the LICENSEE, its employees, agents or others for whom it is responsible in law; (2) the Products (including object code) being altered, modified or converted by LICENSEE without the written approval of the LICENSOR; (3) any of Authorized Computers or other LICENSEE'S equipment malfunctioning causing the Supported Products to become inoperative; or (iv) any other cause within the control of the LICENSEE which shall result in any part of the Supported Products becoming inoperative or substantially deviating from the specifications in the applicable Users' Manual.
 - (g) consulting services, including applications design or recommendations, or any custom purchase recommendations;
 - (h) Supported Products not used with the Authorized Computers or used on a computer system other than those licensed for in the Software License Agreement.

- 4.2 UNLESS OTHERWISE EXPRESSLY STATED HEREIN, LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF ANY KIND WHATSOEVER, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED AND WAIVED BY LICENSEE. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, LICENSOR'S MAXIMUM LIABILITY TO LICENSEE SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS.

5. LICENSEE RESPONSIBILITIES

- 5.1 LICENSEE agrees to only use the Software Maintenance Services for occasions when a Software Problem arises relating to the Supported Products. Questions concerning adaptation or custom modification of the Supported Products are not covered by this Agreement. LICENSEE agrees to furnish descriptions of malfunctions in the form requested by LICENSOR's support staff. LICENSEE also agrees to assist LICENSOR in its efforts to replicate the Software Problem.
- 5.2 LICENSEE shall install and maintain for the duration of this Agreement, an appropriate remote access facility. LICENSEE shall pay for installation, maintenance and use of such equipment and associated telephone service charges. LICENSOR, at its option, shall use remote access facility in connection with Software Maintenance Services and shall pay usage charges associated with support calls. Such access by LICENSOR shall be subject to prior approval by the LICENSEE in each instance.
- 5.3 LICENSEE is responsible for and agrees to conduct regular data backups of Authorized Computers.
- 5.4 LICENSEE agrees to notify LICENSOR if any changes are made to the Authorized Computers. Notification must be in writing thirty (30) days prior to the changes being made and are subject to approval by the LICENSOR.
- 5.5 LICENSEE shall provide the name(s) of the Support Contact(s) to the LICENSOR. LICENSEE agrees to notify LICENSOR if any changes are made to the Support Contact(s). Notification must be in writing thirty (30) days prior to the changes being made and are subject to approval by the LICENSOR.
- 5.6 LICENSEE shall provide reasonable remote access to Authorized Computers and Authorized Stations and necessary support required to enable LICENSOR to provide remote Software Maintenance Services for Supported Products.

6. TERM AND TERMINATION OF AGREEMENT.

- 6.1 The term of this Agreement shall commence upon the date stated above and shall continue for a period of one (1) year.
- 6.2 This Agreement may be renewed for terms of one (1) year under the same terms, conditions and fees upon 60 days' advance written notice by LICENSEE. LICENSOR shall notify the LICENSEE, in writing, at least seventy (70) days prior to the end of the current term of the Agreement, if any of the terms, conditions and fees regarding the renewal of this Software Maintenance Agreement have changed.
- 6.3 Either party may terminate this Agreement upon 60 days' advance written notice. In the event of termination, the Software License Agreement, and the Software Maintenance Agreement shall automatically terminate contemporaneously and if LICENSOR so terminates any advanced fees paid by LICENSEE to LICENSOR shall be returned to LICENSEE on a prorated basis.
- 6.4 Violation of any provisions herein shall be the basis for immediate termination of this Software License and Maintenance Agreement, which termination shall be in addition to and not in lieu of any equitable remedies available to LICENSOR. In such event, all maintenance fees or charges payable for the term of this Agreement shall become due and payable and the LICENSOR's obligations under this Software Maintenance Agreement shall immediately end.
- 6.5 If the LICENSEE has early terminated this Agreement in accordance herein, the LICENSEE may only thereafter re-subscribe to Software Maintenance Services upon the terms, conditions, and fees prevailing at that time plus a reinstatement fee if applicable.

7. FEES AND PAYMENT

- 7.1 The fees for each Service Level of Software Maintenance Services are set out in the Project Contract Budget. Any service requested or required by the LICENSEE outside the scope of the Software Maintenance Services in Schedule "B" and the selected Service Levels in the Scope of Work will be charged at LICENSOR's then current schedule of rates and will be in addition to the specified fees identified in the Project Budget attached to the Contract. A schedule of current rates can be provided upon written request of LICENSEE.

- 7.2 The fees shall be invoiced annually in advance. Where LICENSOR performs additional services, such services shall be invoiced in arrears.
- 7.3 LICENSEE shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
- 7.4 LICENSOR reserves the right to charge for unusual or excess telephone, shipping, handling, media or user manual expenses in connection with Software Maintenance Services to be provided hereunder. In all cases, LICENSOR shall notify the LICENSEE of these costs in advance.

8. GENERAL

- 8.1 The LICENSEE may not assign this Agreement to a third party without the prior written consent of LICENSOR. This Agreement shall be the only Agreements between the LICENSEE and LICENSOR with respect to the Supported Products. This Agreement cannot be modified or amended unless a written amendment or modification is executed by LICENSOR. This Agreement supersedes all prior agreements, written or oral, relating to the Supported Products.
- 8.2 This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the state of Missouri. Any and all proceedings relating to the subject matter hereof shall be maintained in the circuit court of Cole County, Missouri.
- 8.3 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 8.4 The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
- 8.5 Unless otherwise agreed to by the parties in writing, all notices which any party may be required or desire to give to any other party shall be given in writing by personal service, registered mail or certified mail to the respective addresses set forth at the beginning of this Agreement. Mailed notices shall be deemed to be received on the fifth (5th) business day following the date of mailing.
- 8.6 This Agreement together with all Schedules or modifications now and hereafter made a part hereof shall be binding on the respective parties and their respective heirs, legal representatives, successors and permitted assigns.
- 8.7 If there is a conflict between this Agreement and the Schedules annexed hereto, the terms and conditions of the Schedules shall prevail.

LICENSOR

LICENSEE

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

SUPPORTED PRODUCTS
AUTHORIZED COMPUTERS
AUTHORIZED STATIONS

A1. SUPPORTED PRODUCTS:

LIST OF SOFTWARE (Proprietary to LICENSOR):

Intelligent NETworks® with the following software modules:

- Map Module
- Security and Administration Module
- Video/Closed-Circuit Television (CCTV)
- Dynamic Message Sign (DMS)
- Vehicle Detector Station (VDS)
- Environmental Sensor Stations (ESS)
- Traffic Signals (TSS)
- Event Management (EM)
- Decision Support System (DSS)
- Center to Center (C2C)

A2. AUTHORIZED STATION(S):

Software is licensed for the purposes of traffic management within the State of Missouri only.

A3. AUTHORIZED COMPUTER(S):

Software is licensed for the purposes of traffic management solely on computers operated by the Missouri Department of Transportation and State approved agencies within the State of Missouri.

SCHEDULE B

SOFTWARE MAINTENANCE SERVICES

The following Services will be provided by LICENSOR during the term of this Agreement.

- a. **Resolution of Software Problems:** LICENSOR's responsibility shall be limited to using best efforts to correcting or replacing, as soon as practicable, any substantial deviations in the Products (or any subsequent Product Enhancements or Product Upgrades of Products) from the specifications in the applicable users' manual which the LICENSOR determines to be necessary at the LICENSEE's cost and expense, provided written notice of such substantial deviations is received by the LICENSOR during the term of this Software Maintenance Agreement.
- b. **Product Upgrades/Product Enhancements:** Product Upgrades will be provided as deemed necessary by LICENSOR. Product Enhancements are not provided as part of the Software Maintenance Services. Product Enhancements can be provided for additional fees.
- c. **Documentation Updates:** LICENSOR will provide revised User Manual documentation that pertains to Product Upgrades.

One Rdg. _____
P. Hmgs. _____
Pgs. 6
Filed: 10-26-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-279

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Non-Union Schedule and the Crafts, Trades and Labor Non-Union Schedule by making provision for nine new job titles and deleting one existing job title; authorizing the City Manager, in connection with the Director of Human Resources, to administratively establish and implement a commission-based supplemental pay program for specific designated positions; establishing a new Occupational Series market pay adjustment for specific golf pro positions; and amending the Salary Ordinance to clarify the City Manager's authority to increase the Occupational Series market pay adjustments for all occupational series groups.

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

(NOTE: Throughout this document, underlined language has been added, and ~~stricken~~ language has been deleted.)

Section 1 – Section 2-92 of the City Code, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical ("PAT") Non-Union Schedule is hereby amended by adding the following eight job title(s), and deleting one existing job title.

Proposed Job Title and Salary Grade (Titles to be Added)

Classification

Grade

Community Tennis Manager

PAT-9

<u>General Aviation Manager</u>	<u>PAT-9</u>
<u>Farm Park Coordinator</u>	<u>PAT-8</u>
<u>Golf Pro Shop Manager</u>	<u>PAT-8</u>
<u>Marketing & Sponsorship Coordinator</u>	<u>PAT-8</u>
<u>Golf Pro Shop Assistant Manager</u>	<u>PAT-6</u>
<u>Citizen Resource Representative</u>	<u>PAT-4</u>
<u>Golf Pro Shop Assistant</u>	<u>PAT-2</u>

Proposed Job Title and Salary Grade
(Titles to be Deleted)

General Aviation Coordinator	PAT-6
---	------------------

Section 2 – Section 2-92 of the City Code, known as the ‘Salary Ordinance,’ relating to various salary grades for various job titles within the City service as contained in the Crafts, Trades and Labor Non-Union Schedule is hereby amended by adding the following job title.

Proposed Job Title and Salary Grade
(Titles to be Added)

Classification	Grade
<u>Yardwaste Recycling Center Supervisor</u>	<u>CTL-11</u>

Section 3 – Section 2-92 of the City Code, known as the ‘Salary Ordinance,’ shall be amended to include a new, Commission-Based, Supplemental Pay Program, and this section shall be numbered and placed within the Salary Ordinance at a location the City Attorney deems appropriate. Specifically, the following provisions shall be added to the Salary Ordinance:

Commission-Based, Supplemental Pay Program

A. There is hereby created a Commission-Based, Supplemental Pay Program that applies only to the Golf Pro Shop Manager, Golf Pro Shop Assistant Manager, and Marketing & Sponsorship Coordinator positions.

B. The Golf Pro Shop Manager and Golf Pro Shop Assistant Manager positions may receive, as additional compensation, a percentage of the “net income” of the Golf Pro Shop that the employee manages. The maximum percentage of the “net income” that may be received by any such employee in any given fiscal year is six percent (6%). For the purposes of this section, “net income” shall not include any revenue derived from fees such as green fees or lesson fees.

C. The Marketing & Sponsorship Coordinator positions may receive, as additional compensation, a percentage of any Parks’ sponsorship, marketing, or advertising revenue generated by the employee, whether it be sponsorship, marketing, or advertising revenue resulting from a renewal of a previously generated sponsorship, marketing, or advertising

81 agreement; or revenue resulting from a new sponsorship, marketing or
82 advertising agreement. The maximum commission percentage that may
83 be allowed for any new sponsorship, marketing, or advertising agreement,
84 shall be twenty percent (20%). The maximum commission percentage for
85 the renewal of any existing sponsorship, marketing, or advertising
86 agreement, shall be fifteen percent (15%).

87 D. The City Manager shall determine on an annual basis what percentages, if
88 any, shall be allowed for positions eligible for the commission-based,
89 supplemental pay program. In so doing, the City Manager may consult
90 with department management and the Director of Human Resources.

91 E. The commissioned-based supplemental pay program for specific
92 designated positions will be established within budgetary limitations.
93

94 Section 4 – Section 2-92 of the City Code, known as the ‘Salary Ordinance,’
95 shall be amended in that the following language set forth in Section 5 of General
96 Ordinance 4712 shall be repealed:

97
98 ~~“That Chapter 2, Section 2-29, of the Springfield City Code, known as the Salary~~
99 ~~Ordinance, is hereby amended by providing the City Manager, in connection with~~
100 ~~the administrative implementation of the Occupational Series program regarding~~
101 ~~City job positions, the discretionary authority to increase, within budgetary~~
102 ~~limitations, the annual base pay rate of any job position listed within the~~
103 ~~respective City compensation schedules by an amount not to exceed five percent~~
104 ~~(5%).”~~

105
106 And by enacting in lieu thereof the following new section, to be numbered and placed
107 within the Salary Ordinance at a location the City Attorney deems appropriate:

108
109 Occupational Series Market Adjustment Program

- 110 1. There is hereby created an Occupational Series Market Adjustment Program,
111 pursuant to which the City Manager has the discretionary authority to
112 increase the annual base pay rate of any job position or City occupational
113 series group by a percentage multiplier.
114 2. The percentage multiplier shall not exceed five percent (5%) per fiscal year.
115 3. After a percentage multiplier is provided in a given fiscal year, then in
116 subsequent years the City Manager may increase the multiplier by up to an
117 additional five percent (5%) per fiscal year, and this additional increase shall
118 be cumulative with any prior increase.
119 4. There is hereby created a new Occupational Series Group, “Golf Pros,” which
120 shall consist of the Golf Pro Shop Manager and Golf Pro Shop Assistant
121 Manager positions. In connection with the Occupational Series Market
122 Adjustment program, the City Manager is hereby provided the discretionary
123 authority, within budgetary limitations, to set the initial occupational market
124 series adjustment for the Golf Pros occupational group, at an amount not to
125 exceed twelve percent (12%). In subsequent years, the City Manager shall
126 have the authority to apply the five percent (5%) annual discretionary
127 multiplier set forth above to the Golf Pros occupational group.

128 5. Nothing in this section shall affect occupational series market adjustments
129 already in place at the time of this ordinance's adoption.
130

131 Section 5 – This Ordinance shall be in full force and effect immediately after its
132 adoption by the City Council.
133

134 Passed at meeting: _____
135

136 _____
137 Mayor
138

139 Attest: _____, City Clerk
140

141 Filed as Ordinance: _____
142

143 Approved as to form: _____, Assistant City Attorney
144
145

146 Approved for Council action: _____, City Manager
147

EXPLANATION TO COUNCIL BILL 2021-279

FILED: 10-26-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend Chapter 2, Article III, Division 1 of the Code of Ordinances of the City of Springfield, Missouri, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules and the Crafts, Trades and Labor Non-Union Schedule by making provision for nine new job titles and deleting one existing job title; to authorize the City Manager, in connection with the Director of Human Resources, to administratively establish and implement a commission-based supplemental pay program for specific designated positions; to clarify that the Occupational Series Market Adjustment program grants the City Manager discretion to increase the occupational series adjustment by up to 5% annually and cumulatively; and to establish a new Occupational Series market pay adjustment for specific golf pro positions.

BACKGROUND: This Council bill contains recommendations related to job title additions and deletions due to department organizational changes and job studies recently completed by Human Resources. New job title additions include: Community Tennis Manager (PAT-9), General Aviation Manager (PAT-9), Farm Park Coordinator (PAT-8), Golf Pro Shop Manager (PAT-8), Marketing & Sponsorship Coordinator (PAT-8), Golf Pro Shop Assistant Manager (PAT-6), Citizen Resource Representative (PAT-4), Golf Pro Shop Assistant (PAT-2), and Yardwaste Recycling Center Supervisor (CTL Non-Union-11). The job title deletion includes General Aviation Coordinator (PAT-6).

Several of the newly recommended positions in this Council bill that are assigned to Parks will be eligible for a commission-based supplemental pay program for specific designated positions. For example, positions responsible for the golf pro shop revenue, and/or Parks sponsorship and advertising/marketing revenue agreements will be eligible for the supplemental commission-based pay program approved administratively. In addition, based on external market pay factors and industry standards for golf pro positions, a new occupational series market pay adjustment is recommended to be competitive with external markets and to have better parity among golf pros.

REMARKS: Human Resources has completed job studies and recommends the establishment of the new job titles based on organizational changes and the results from the job studies. Additionally, the job title deletion is recommended as the job title will no longer be utilized. Based on the scope of responsibility required of each position, the recommended salary grade assignments as outlined in the attached Council Bill are consistent with the overall level of responsibility and in some cases will result in reclassifications for incumbent employees.

The commissioned-based supplemental pay program for specific designated positions

will be established within budgetary limitations and in consultation with department management, monitored, and amended as needed, by the Director of Human Resources and as ultimately, approved and adopted by the City Manager. Additionally, a new occupational group, Golf Pros, is being established and the associated occupational series market pay adjustment for this group is recommended based on external market pay factors and comparable industry standards.

BUDGET NOTE: The recommendations and explanations contained herein are consistent with Council's policies. All costs reflected herein are part of the adopted Annual Operating Budget for Fiscal Year 2022 with no new funds being requested. Therefore, no budget adjustment is needed.

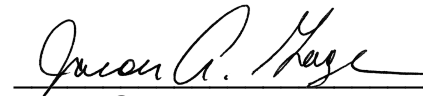
It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 10-26-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-280

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code Chapter 46, 'Elections,' to add a new Section
2 46-9, 'Statement of candidacy - candidate affidavits,' for the purpose of
3 requiring candidates for City Council to make a sworn affidavit they
4 possess the qualifications for office required by the City's Charter, the
5 Springfield City Code, and state law.
6 _____
7

8 WHEREAS, City Charter Section 13.2 states the City Council shall provide by
9 ordinance all regulations which it considers needful or desirable for the prevention of fraud in
10 the City's municipal elections; and
11

12 WHEREAS, to prevent fraud in the City's elections, it is of the utmost importance that
13 candidates for City Council possess the qualifications prescribed for Council members by the
14 City's Charter, the Springfield City Code, and state law; and
15

16 WHEREAS, a legal requirement for candidates for City Council to make a sworn
17 affidavit they are qualified for office would help prevent unqualified candidates from
18 seeking election because purposefully making a false affidavit can be prosecuted under
19 state law.
20

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

24 NOTE: Added language is underlined, deleted language is ~~stricken~~.
25

26 Section 1 – The Springfield City Code Chapter 46, 'Elections,' is hereby
27 amended to add a new Section 46-9, 'Statement of candidacy - candidate affidavits,'
28 which shall read as follows:
29

30 Sec. 46-9. – Statement of candidacy - candidate affidavits.
31

32 All persons who file a statement of candidacy for a City Council position shall at the time
33 of filing such statement make an affidavit that the person meets all qualifications

34 required by the City's Charter, the Springfield City Code, and state law for holding such
35 a City Council position. An affidavit shall mean a written statement and shall be required
36 to be made under oath and to be sworn to before the City Clerk.
37

38 An affidavit shall comply with this section only if it is on a form provided to candidates by
39 the City Clerk which shall have been prepared by or approved by the City Attorney. The
40 purpose of the affidavit is to ensure that all candidates for a City Council position
41 possess the qualifications required by the City's Charter, the City Code, and state law.
42

43 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
44 affect any suit or proceeding now pending in any court or any rights acquired, or liability
45 incurred nor any cause or causes of action occurred or existing, under any act or
46 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
47 impaired, or affected by this Ordinance.
48

49 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
50 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
51 affect the validity of the remaining portions of this Ordinance. City Council hereby
52 declares that it would have adopted the Ordinance and each section, subsection,
53 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
54 sections, subsections, sentences, clauses, or phrases be declared invalid.
55

56 Section 4 – This Ordinance shall be in full force and effect immediately upon
57 adoption.
58

59 Passed at meeting: _____
60
61

62 _____
63 Mayor
64

65 Attest: _____, City Clerk
66

67 Filed as Ordinance: _____
68

69
70 Approved as to form: Rhonda Lewsader, City Attorney
71

72
73 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-280

FILED: 10-26-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code Chapter 46, 'Elections,' to add a new Section 46-9, 'Statement of candidacy - candidate affidavits,' for the purpose of requiring candidates for City Council to submit a sworn affidavit they possess the qualifications required by the City's Charter, the Springfield City Code, and state law.

BACKGROUND: The City Manager's office requested this Council bill. The City's Charter and state law set out certain requirements to qualify to hold City office. For years, the City has required City Council candidates to submit an affidavit that they possess the qualifications required for office. However, at present, there is no mechanism in place to punish candidates that provide false information in the affidavit. To preserve the integrity of the City's elections, it is important that candidates possess the required qualifications.

Under state law, a person may be prosecuted for making a false affidavit under certain conditions. One of the conditions is that the affidavit is authorized or required by law to be made under oath and sworn to before a person authorized to administer oaths. City Charter Section 13.2 authorizes City Council to adopt all regulations which it considers needful or desirable for the prevention of fraud in the City's municipal elections.

Passage of this Council bill would require candidates for City Council to make an affidavit they possess the qualifications for office required by the City's Charter, the City Code, and state law at the time of filing their statement of candidacy. The affidavit must be in writing, made under oath, and sworn to before the City Clerk. City Charter Section 19.17 empowers the City Clerk to administer oaths or affirmations in any matter pertaining to the affairs and government of the City. The Council bill also requires that the affidavit be made on a form prepared by or approved by the City Attorney to ensure that there is a legal review of required candidate qualifications listed on the affidavit and to ensure uniformity of the affidavits.

With the passage of this Council bill, candidates that purposefully make a false affidavit regarding their qualifications can be prosecuted for making a false affidavit under state law when the other requirements of the charge and sufficient evidence exist.

Submitted by:


Rhonda Lewsader, City Attorney

Approved by:


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 10-26-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-281

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget of the Springfield Art Museum for Fiscal Year 2021-2022
2 in the amount of \$121,000 to appropriate fund balance reserves
3 from the Art Museum Special Project Fund; and amending the
4 budget of the Department of Public Works for Fiscal Year 2021-
5 2022 in the amount of \$200,000 to appropriate fund balance
6 reserves from the 1/4-Cent Capital Improvement Sales Tax to
7 support construction of the Art Museum North Parking
8 Improvements Project at the Springfield Art Museum.
9 _____

10
11 WHEREAS, as part of the Master Plan for the Springfield Art Museum
12 ("Museum"), the Museum's parking will be relocated to the north side of the Museum's
13 property; and
14

15 WHEREAS, bids received for the Art Museum North Parking Improvements
16 Project ("Project") were higher than originally budgeted; and
17

18 WHEREAS, fund balance reserves from the Art Museum Special Project Fund
19 and the 1/4-Cent Capital Improvement Sales Tax will be used to cover the increased
20 cost of this Project; and
21

22 WHEREAS, the Springfield Art Museum Board has approved use of Museum
23 reserve funds for this purpose.
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 budgets of the Springfield Art Museum and the Department of
29 Public Works for Fiscal Year 2021-2022 are hereby amended in the accounts and in the
30 amounts as shown on Budget Adjustment No. 029, a copy of which is attached hereto
31 and incorporated herein by reference as "Exhibit A."
32

33 Section 2 – City Council finds that the budget adjustment made above has been

recommended by the Springfield Art Museum Board and the City Manager.

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-____

FILED: 10-26-21

ORIGINATING DEPARTMENT: Art Museum and Public Works

PURPOSE: Authorizing a budget adjustment amending the budget of the Springfield Art Museum for Fiscal Year 2021-2022 in the amount of \$121,000 to appropriate fund balance reserves from the Art Museum Special Project Fund, and amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$200,000 to appropriate fund balance reserves from the 1/4-Cent Capital Improvement Sales Tax, to support construction of the Art Museum North Parking Improvements project at the Springfield Art Museum.

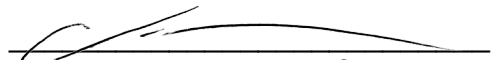
BACKGROUND INFORMATION: As part of the Master Plan for the Springfield Art Museum, the Museum's parking will be relocated to the north side of the Museum property. This project will be the first phase of this effort and will include the construction of a new parking lot and vehicular entrance on the northwest portion of the Museum property as well as improvements to the Amphitheater, lighting, accessibility through the construction of additional trails and sidewalks, and aesthetic improvements to the landscape through plantings. Bids received for this project were higher than the original budget. Fund balance reserves from the Art Museum Special Project Fund and the 1/4-Cent Capital Improvement Sales Tax will be used to cover the increased cost of this project. The Art Museum Board has approved the use of Art Museum reserve funds for this purpose.

REMARKS: The bulk of the funding for this project comes from a private donation of \$500,000. Additional funds will be provided by grants from the James River Basin Partnership 319 Grant from the Environmental Protection Agency through the Missouri Department of Natural Resources. The Art Museum, the Art Museum Board, and Public Works recommend approval of this Council Bill and budget adjustment.

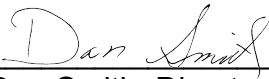
This project supports the following City Council Priorities:

- Quality of Place
- Economic Vitality

Submitted by:

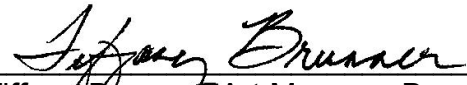

Nick Nelson, Director of Art Museum

Recommended by:



Dan Smith, Director of Public Works

Recommended by:



Tiffany Brunner, Art Museum Board Chair

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
029

Revenues:

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

Expenditures:

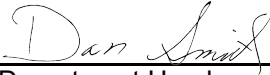
Fund	Dept	Org	Account	P&G	Location	Amount	Description
29130	02	21010	509110	103026	00000	\$ 121,000	Art Museum North Parking Improvements
41090	20	73020	509110	103026	00000	200,000	Art Museum North Parking Improvements
Net Expenditure Adjustment						\$ 321,000	

Fund Balance Appropriation:

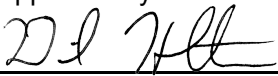
Fund	Title	Amount
29130	Art Museum Special Projects	(121,000)
41090	1/4-Cent Cap. Imp. Sales Tax	(200,000)

Explanation: To amend the FY2021-22 budget by appropriating fund balance reserves of \$121,000 from the Art Museum Special Project Fund and \$200,000 from the 1/4-Cent Capital Improvement Sales Tax Fund for the Art Museum North Parking Improvement project.

Requested By:

 10/27/21
Department Head Date
 10/27/21
Department Head Date

Approved By:

 10/27/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-281
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 11-09-21

Sponsored by: Ollis

COUNCIL BILL 2021-285 RESOLUTION

RESOLUTION

1 AFFIRMING City Council's support for the Council American Rescue Plan Act
2 (ARPA) Review Committee's recommendation for retention pay for all
3 full-time employees of the City's Departments of Police, Fire, and
4 Health; and authorizing City staff to take all preliminary action
5 necessary to carry out the recommendation.
6
7

8 WHEREAS, on November 2, 2021, the Council ARPA Review Committee
9 ("Committee") met and voted to recommend allocating a portion of the City's ARPA
10 funds to provide retention pay for all full-time employees of the City's Departments of
11 Police, Fire, and Health over a three-year period, with active employment being a
12 prerequisite to receiving any single retention payment during the three-year period; and
13

14 WHEREAS, City Council supports the recommendation of the Committee and
15 wishes to authorize staff to take all preliminary actions necessary to carry out the
16 recommendation, such as negotiating with collective bargaining units that represent
17 some employees in the affected departments.
18

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

22 Section 1 – City Council affirms its support of the Committee's recommendation
23 to provide up to \$6,000 in retention pay over a three-year period to all full-time
24 employees of the City's Departments of Police, Fire, and Health, with active
25 employment being a prerequisite to receiving any single retention payments during the
26 three-year period. Such pay is anticipated to be provided as up to a \$2,000 lump sum
27 the first year and as equal payments each biweekly pay period in the second and third
28 year.
29

30 Section 2 – The City Manager and his designees are hereby authorized to take
31 all necessary action to prepare an ordinance or ordinances needed to seek formal City
32 Council approval of the Committee's recommendation, including but not limited to
33 collective bargaining negotiation and preparation of contract addendums, and any other
34 steps necessary or helpful to accomplish the purpose of this Resolution.
35

36 Section 3 – This Resolution shall be in effect immediately upon adoption.

37
38 Passed at meeting: _____

39
40 _____
41 Mayor

42
43
44 Attest: _____, City Clerk

45
46 Filed as Resolution: _____

47
48
49 Approved as to form: Rhonda Lewsader, City Attorney

50
51
52 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021 -285

FILED: 11-09-21

ORIGINATING DEPARTMENT: Law

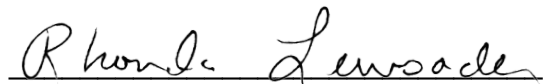
PURPOSE: To affirm City Council's support for the Council ARPA Review Committee's recommendation for retention pay for all full-time employees of the City's Departments of Police, Fire, and Health; and authorizing City staff to take all preliminary action necessary to carry out the recommendation.

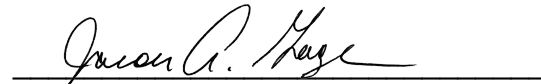
BACKGROUND INFORMATION: On November 2, 2021, the Council ARPA Review Committee ("Committee") voted to recommend allocating a portion of the City's ARPA funds to providing retention pay to all full-time employees of the City's Departments of Police, Fire, and Health over a three-year period, with active employment being a prerequisite to receiving any single retention payment during the three-year period. The recommendation is that all full-time employees of the Departments of Police, Fire, and Health receive up to \$2,000 per year for three years. The payment for the first year would be a lump sum of up to \$2,000 made to qualifying employees. The pay for the second and third years would be \$2,000 per year divided into equal parts and paid each biweekly pay period. New recruits in the police department would be eligible for a net total of \$2,000 per year which would be inclusive of other retention pay, if received.

Approval of this Council bill would not adopt the Committee's recommendation, but would authorize City staff to negotiate the proposed retention pay with the collective bargaining units that represent some police and fire department employees and to prepare an ordinance approving the recommendation for Council's consideration. If agreement is reached with the collective bargaining units, an ordinance approving the recommendation and any necessary amendments to collective bargaining agreements would be brought forward for City Council's approval. It is anticipated that if an agreement is reached by December 31, 2021, with the collective bargaining units that the first lump sum payment could be made no later than the first quarter of 2022.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 3
Filed

Sponsored by McClure

COUNCIL BILL 2021-286 RESOLUTION

A RESOLUTION

1 AFFIRMING City Council's support for the City Manager to proceed with plans to
2 recommend a mid-year pay increase for City employees, including any
3 preliminary steps necessary to prepare a formal recommendation to City
4 Council.
5
6

7 WHEREAS, the employees of all of the City's various departments continue to
8 show dedication, resilience, and a strong commitment to providing quality services to
9 the public throughout the current pandemic; and
10

11 WHEREAS, with changes in the economy and work force and the rising cost of
12 living, it is important to keep wages competitive; and
13

14 WHEREAS, the City's current finances, including the financial picture following
15 the higher than expected first quarter sales tax revenue, indicate the City can sustain a
16 mid-year wage increase to keep employee wages competitive; and
17

18 WHEREAS, it would be appropriate and the City Manager recommends, that
19 staff review the City's current finances and investigate and discuss a recommendation
20 for mid-year pay increases.
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 affirms its support of the City Manager's
26 recommendation to develop a proposed plan, for City Council approval, for mid-year
27 compensation increases.
28

29 Section 2 – The City Manager and his designees are hereby authorized to take
30 all necessary steps to prepare an ordinance or ordinances needed to seek formal City
31 Council approval of the staff recommendation for mid-year compensation increases,
32 including but not limited to negotiating with collective bargaining units and preparing
33 recommendations for non-union employees, with said negotiations to be concluded by
34 December 15, 2021 for a planned mid-year pay increase to occur in mid to late January

35 of 2022, and to take any other steps necessary or helpful to accomplish the purpose of
36 this Resolution.

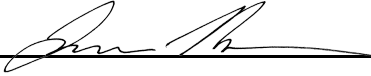
37
38 Section 3 – This Resolution shall be in effect immediately upon adoption.

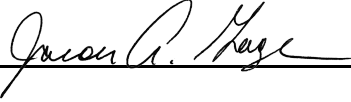
39
40 Passed at meeting: _____

41
42 _____
43 Mayor

44
45 Attest: _____, City Clerk

46
47 Filed as Ordinance: _____

48
49
50 Approved as to form: , Assistant City Attorney

51
52
53 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021 -286

FILED: 11-09-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To affirm City Council's support for the City Manager to proceed with plans to recommend a mid-year pay increase for City employees, and authorizing City staff to proceed with preliminary actions necessary to prepare the recommendation for the mid-year pay increase.

BACKGROUND INFORMATION: City employees continue to demonstrate significant dedication and resilience in delivering public services to the citizens of Springfield through challenging and uncertain times, given the crisis of the pandemic and its aftereffects. Based on this fact and a review of the City's current finances, including having the opportunity to study data and the City's financial position after the first quarter of the fiscal year, the City Manager recommends funding for a mid-year pay increase for City employees.

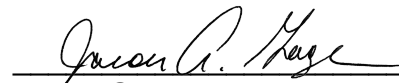
Approval of this Council bill will not adopt the recommended mid-year pay increase, instead it expresses City Council's support for City staff negotiating the proposed mid-year pay increase with the collective bargaining units representing certain city employees, preparing mid-year pay increase recommendations for non-union employees, and preparing appropriate ordinances outlining the recommendations for City Council's consideration and approval. To implement the necessary steps required to execute a mid-year pay increase, negotiations will need to conclude by December 15th for a planned mid-year pay increase to occur in mid to late January 2022.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 11
Filed: 11-09-21

Sponsored by: McClure

COUNCIL BILL 2021 - 287 RESOLUTION _____

A RESOLUTION

1 ADOPTING the City of Springfield's Legislative Priorities for 2022.
2 _____
3

4 WHEREAS, City Council is concerned with legislative matters at the state and
5 federal level which have an impact on the governmental operations of the City of
6 Springfield, Missouri; and
7

8 WHEREAS, City Council has identified several important legislative items that may
9 be considered by federal and state legislatures in the upcoming year; and
10

11 WHEREAS, adoption of the legislative priorities will empower City officials, staff, and
12 representatives to advocate on the City's behalf, before and to members of the federal and
13 state legislatures.
14

15 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
16 SPRINGFIELD, MISSOURI, as follows, that:
17

18 Section 1 – City Council hereby adopts “Exhibit A”, a copy of which is attached
19 hereto and incorporated herein by reference, as its Legislative Priorities for 2022.
20

21 Section 2 – This Resolution shall be in effect immediately upon adoption.
22

23 Passed at meeting: _____
24

25 _____
26 Mayor
27

28 Attest: _____, City Clerk
29

30 Filed as Resolution: _____
31

32 Approved as to form: Rhonda L. Lunsade, City Attorney
33
34

35 Approved for Council action: Juan R. Hays, City Manager
36

EXPLANATION TO COUNCIL BILL 2021-287

FILED: 11-09-21

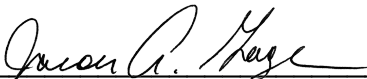
ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To adopt the City of Springfield's Legislative Priorities.

BACKGROUND INFORMATION: This Resolution adopts the City of Springfield's 2022 Legislative Priorities. These priorities, once adopted, will guide the City's elected officials and staff in their work with state and federal legislators during 2022.

On October 12, 2021, City Council reviewed and provided guidance for the Legislative Priorities at a City Council Lunch meeting. The final version of the 2022 Legislative Priorities is attached as Exhibit A. Exhibit B is provided in markup form for informational purposes only.

Submitted and Approved by:



Jason Gage, City Manager

Exhibit A

City of Springfield Legislative Priorities – 2022

General Priorities

- **Retain Local Control** – The City of Springfield opposes legislation that would reduce or remove local authority, including the setting of user and license fees.
- **Avoid Unfunded Mandates** – The City of Springfield opposes any legislation that would result in a new net cost and related tax burden to the City of Springfield and/or its citizens.
- **Promote Public Safety** – The City of Springfield supports legislation that promotes safe communities and reduces violent crime.
- **Promote Economic Vitality** – The City of Springfield supports legislation that strengthens Springfield's ability to: compete for jobs, enhance education and workforce development, improve transportation, provide affordable housing, create healthy neighborhoods, stimulate downtown revitalization, grow tourism funding, and ensure broadband access for all citizens – all without compromising our natural environment.
- **Promote Fiscal Sustainability** – The City of Springfield supports legislation that honors municipal taxing independence, preserves current revenue streams and ensures stable service delivery and infrastructure.
- **Promote Quality of Place** – The City of Springfield supports legislation that promotes projects that improve livability, strengthens our ability to retain and attract talent, enhances our neighborhoods, enriches our visitor experience, and encourages an inclusive and welcoming community.

Specific Priorities

- **Municipal Elections** – The City of Springfield opposes legislation that would move municipal elections from April to Fall or introduce partisanship into municipal elections.
- **Hotel/Motel Tax** – The City of Springfield asks our local delegation to introduce and support legislation enabling the Springfield electorate to vote on a hotel/motel tax or a convention and tourism and/or convention and sport tax in addition to the currently enabled hotel/motel tax and at a similar rate afforded to the voters in Kansas City and St. Louis.
- **Public Safety** – The City of Springfield supports:

- sustained funding for mental health services support for public safety intervention, including rapid access treatment programs.
- ongoing funding for the newly established Pretrial Witness Protection Services Fund (2020 Special Session, HB66).
- amending State law to match Federal law regarding the possession of handguns by minors,
- expanding the collection of DNA samples by requiring a sample be collected from any individual aged 18 or older who is arrested of any felony crime as defined by the Revised Statutes for the State of Missouri, and
- legislation that is intended to provide additional funding for rape kit testing, reduce the incidence of sexual assault, provide additional protections for victims of sexual assault, and require timely and ongoing sexual assault training for law enforcement, prosecutors and applicable court personnel.
- **Land Bank** – For the betterment of our neighborhoods, the City of Springfield supports legislation that adds Springfield and other communities to the list of cities enabled to form a Land Bank.
- **Property Deed Covenant Language** – The City of Springfield supports legislation that requires the removal of covenant language from property deeds that prohibits ownership or occupancy due to race, gender, nationality or other similar factors.
- **Pay Day Loans** – The City of Springfield asks our local delegation to introduce and support legislation that will limit refinancing and cap the amount of interest that can be charged by pay-day loan and car title loan companies that tend to prey on the poor. According to the State Commissioner of Finance’s report to the Governor, the average interest rate for “pay day” loans in Missouri in 2021 was 414%.
- **Municipal Court**
 - **FACT Procedure** – The City of Springfield asks our local delegation to introduce legislation that will reinstate the FACT Procedure. RSMo 302.341.2 eliminated the FACT (Failure to Appear in Court for Traffic Violation) driver’s license suspension procedure found in 302.341.1 for “minor traffic violations”. Under current law, the driver’s license for those who fail to appear in Municipal Court after receiving a citation can no longer be suspended for minor traffic violations. As a result, arrest warrants are immediately issued for these defendants. The prior FACT process did allow for driver’s license suspensions after a 30-day warning/grace period. This process gives defendants a chance to address their case before their license is suspended. Additionally, we have found a much higher compliance rate with the FACT process than with the warrant process. Application of a comparable practice used by the State court

system and/or other legal incentives that have the result of increasing court appearances are also supported.

- **Municipal Court Warrants** – The City of Springfield asks our local delegation to introduce legislation that will allow warrants for defendants that fail to follow court judgments, amending section 4729.360.1 (3) RSMo to clearly allow courts the ability to utilize warrants for those that fail to abide by the judgment of the court or fail to show cause for not abiding by the judgment of the court.
- **Municipal Community Service Support** – The City of Springfield asks our local delegation to introduce and support language to once again allow municipal courts that utilize community service in lieu of traditional sentencing obtain program cost recovery from non-indigent probationers. We also support amendments that limit municipal liability for these programs.

- **Chronic Nuisance Properties and Dangerous Buildings**

Property Nuisances

- Provide Accelerated Abatement Process for Chronic Nuisances – The City of Springfield asks our local delegation to introduce and support a bill that will allow a single, one-year notice for the abatement of tall grass and weed nuisances to more expeditiously address chronic violation locations.
- Allow violation notices to be sent only to owners.
- Allow flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required.
- Allow abatement costs to run with the land.
- Allow recovery of all direct processing and abatement costs associated with processing and abatement of nuisances.
- Review all statutory narrative for topic and definitional clarity

Dangerous/Unsafe Buildings

- Allow flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required.
- Allow recovery of all direct costs associated with processing and abatement.
- Allow for collecting of processing and abatement costs through the County Collector (real estate tax bill) in lieu of a special tax bill.
- Limit formal notice requirement to 'violation notice' and 'need to abate' only.

- **American Recovery Plan Act (ARPA) Funding**

- Support elimination of the State's local funding match requirement for ARPA funding allocations to State-funded entities (i.e., public colleges and universities), and

- Consider utilizing a portion of the State's federal ARPA allocation to assist local communities and counties, including the strengthening of public health infrastructure.

Exhibit B

City of Springfield Legislative Priorities - 2022

General Priorities

- **Retain Local Control** – The City of Springfield opposes legislation that would reduce or remove local authority, including the setting of user and license fees.
- **Avoid Unfunded Mandates** – The City of Springfield opposes any legislation that would result in a new net cost and related tax burden to the City of Springfield and/or its citizens.
- **Promote Public Safety** – The City of Springfield supports legislation that promotes safe communities and reduces violent crime., including:
 - ~~the funding of the newly established Pretrial Witness Protection Services Fund (2020 Special Sess., HB 66),~~
 - ~~amending State law to match Federal law regarding the possession of handguns by minors,~~
 - ~~Expand the collection of DNA samples by requiring a sample be collected from any individual aged 18 or older who is arrested of any felony crime as defined by the Revised Statutes of the State of Missouri, and~~
 - ~~legislation that is intended to provide additional funding for rape kit testing, reduce the incidence of sexual assault, provide additional protections for victims of sexual assault, and require timely and ongoing sexual assault training for law enforcement, prosecutors and applicable court personnel.~~**MOVE DETAIL TO SPECIFIC PRIORITIES**
- **Promote Economic Vitality** – The City of Springfield supports legislation that strengthens Springfield's ability to: compete for jobs, enhance education and workforce development, improve transportation (including additional gas tax funding), provide affordable housing, create healthy neighborhoods, stimulate downtown revitalization, grow tourism funding, and ensure broadband access for all citizens – all without compromising our natural environment. This includes adding Springfield to the list of cities enabled to form a Land Bank for the betterment of our neighborhoods. **GAS TAX DONE – deleted. LAND BANK MOVED TO SPECIFIC PRIORITIES**
- **Promote Fiscal Sustainability** – The City of Springfield supports legislation that honors municipal taxing independence, preserves current revenue streams, and ensures stable service delivery and infrastructure.
- **Promote Quality of Place** – The City of Springfield supports legislation that promotes projects that improve livability, strengthens our ability to retain and attract

talent, enhances our neighborhoods, enriches our visitor experience, and encourages an inclusive and welcoming community.

- ~~We support legislation that requires the removal of covenant language from property deeds that prohibits ownership or occupancy due to race, gender, nationality or other similar factors.~~ **MOVED TO SPECIFIC PRIORITIES**

Specific Priorities

- **~~Internet Sales Tax~~** — ~~The City of Springfield asks our local delegation to introduce and support legislation that will “level the retail market playing field” in accordance with the intent of the recent South Dakota v. Wayfair Supreme Court case by appropriately including Internet sales in the current Sales Tax and/or Use Tax statute.~~ **DONE - delete**
- **Municipal Elections** – The City of Springfield opposes legislation that would move municipal elections from April to Fall or introduce partisanship into municipal elections.
- **Hotel/Motel Tax** – The City of Springfield asks our local delegation to introduce and support legislation enabling the Springfield electorate to vote on a hotel/motel tax or a convention and tourism and/or convention and sport tax in addition to the currently enabled hotel/motel tax and at a similar rate afforded to the voters in Kansas City and St. Louis.
- **Public Safety** – The City of Springfield supports:
 - sustained funding for mental health services support for public safety intervention, including rapid access treatment programs. **NEW language**
 - ongoing funding for the newly established Pretrial Witness Protection Services Fund (2020 Special Sess., HB 66),
 - amending State law to match Federal law regarding the possession of handguns by minors,
 - expanding the collection of DNA samples by requiring a sample be collected from any individual aged 18 or older who is arrested of any felony crime as defined by the Revised Statutes of the State of Missouri, and
 - legislation that is intended to provide additional funding for rape kit testing, reduce the incidence of sexual assault, provide additional protections for victims of sexual assault, and require timely and ongoing sexual assault training for law enforcement, prosecutors and applicable court personnel.
- **Land Bank** – For the betterment of our neighborhoods, the City of Springfield supports legislation that adds Springfield and other communities to the list of cities enabled to form a Land Bank.

- **Property Deed Covenant Language** – The City of Springfield supports legislation that requires the removal of covenant language from property deeds that prohibits ownership or occupancy due to race, gender, nationality or other similar factors.
- **Statewide Prescription Drug Monitoring Program (PDMP)** — Missouri is the only state of 50 without a PDMP. As a result, the City of Springfield encourages our local delegation to introduce and support legislation to establish a statewide PDMP. Although the City of Springfield and Greene County have each implemented local PDMPs, this is truly an issue of statewide concern. **DONE - delete**
- **Pay Day Loans** – The City of Springfield asks our local delegation to introduce and support legislation that will limit refinancing and cap the amount of interest that can be charged by pay-day loan and car title loan companies that tend to prey on the poor. According to the State Commissioner of Finance’s report to the Governor, the average interest rate for “pay day” loans in Missouri in 2021 was nearly 474.414%.
- **Municipal Court**
 - **FACT Procedure** – The City of Springfield asks our local delegation to introduce legislation that will reinstate the FACT Procedure. RSMo 302.341.2 eliminated the FACT (Failure to Appear in Court for Traffic Violation) driver’s license suspension procedure found in 302.341.1 for “minor traffic violations”. Under current law, the driver’s license for those who fail to appear in Municipal Court after receiving a citation can no longer be suspended for minor traffic violations. As a result, arrest warrants are immediately issued for these defendants. The prior FACT process allowed for driver’s license suspensions after a 30-day warning/grace period. This process gave defendants a chance to address their case prior to invoking the license suspension. Additionally, we have found a much higher compliance rate with the FACT process than with the warrant process. **Application of a comparable practice used by the State court system and/or other legal incentives that have the result of increasing court appearances are also supported. NEW language**
 - **Municipal Court Warrants** — The City of Springfield asks our local delegation to introduce legislation that will allow warrants for defendants that fail to follow court judgments. Repeal of sections 479.353(3) RSMo and 479.360.1(3) RSMo. Missouri Supreme Court Rule 37.65, effective July 1, 2015, comprehensively addresses how courts are to operate procedurally in enforcing judgments. We need the ability to utilize warrants for those that fail to abide by the judgment of the court or fail to show cause for not abiding by the judgment of the court. The City of Springfield asks our local delegation to introduce legislation that will allow warrants for defendants that fail to follow court judgments, amending section 4729.360.1(3) RSMo to clearly allow courts the ability to utilize warrants for those that fail to abide by the judgment of the court or fail to show cause for not abiding by the judgment of the court. **DELETED and MODIFIED language**

- **Municipal Court Community Service Support** – The City of Springfield asks our local delegation to introduce and support language to once again allow municipal courts that utilize community service in lieu of traditional sentencing to obtain program cost recovery from non-indigent probationers. **We also support amendments that limit municipal liability for these programs. NEW language**
- **Chronic Nuisance Properties and Dangerous Buildings**
The City of Springfield supports legislation that:
 - Property Nuisances**
 - Provides Accelerated Abatement Process for Chronic Nuisances – The City of Springfield asks our local delegation to introduce and support a bill that will allow a single, one-year notice for the abatement of tall grass and weed nuisances to more expeditiously address chronic violation locations.
 - Allows violation notices to be sent only to property owners.
 - Allows flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required.
 - Allows nuisance abatement costs to run with the land.
 - Allows recovery of all direct costs associated with processing and abatement of nuisances.
 - Reviews all statutory narrative for topic and definitional clarity
 - Dangerous/Unsafe Buildings**
 - Allows flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required.
 - Allows recovery of all direct costs associated with processing and abatement.
 - Allows for collecting of processing and abatement costs through the County Collector (real estate tax bill) in lieu of a special tax bill.
 - Limits formal notice requirement to 'violation notice' and 'need to abate' only.
- **Property Assessed Clean Energy (PACE)** – ~~The City of Springfield recently withdrew from participating in the Property Assessed Clean Energy (PACE) program for residential properties due to insufficient residential consumer protections under the current statute. Our data highlighted numerous examples of disproportionately high energy efficiency project costs compared to the home's value. This circumstance resulted in surprisingly high property tax bills for many residents, whereby the energy use savings does not come close to covering the project related property tax increase. As a result, we strongly support amendments to the current law to adequately strengthen consumer protections and ensure statewide monitoring of the program's application.~~ **DONE – delete**

SUGGESTED NEW ITEM

- **American Recovery Plan Act (ARPA) Funding – The City of Springfield asks our local delegation to:**
 - **Support elimination of the State’s local match for ARPA funding allocations to State-funded entities (i.e., colleges and universities), and**
 - **Consider utilizing a portion of the State’s federal ARPA allocation to assist local communities and counties, including the strengthening of public health infrastructure.**

One-rdg. _____
P. Hrngs. X
Pgs. 131
Filed: 11-09-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-288

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Second Amendment to the Redevelopment Plan for the Beverly
2 Lofts Redevelopment Area, generally located along the north side of
3 East Cherry Street near the intersection of Cherry Street and
4 Kimbrough Avenue; authorizing certain tax abatements within the
5 Redevelopment Area; and authorizing the City Manager to execute a
6 Second Amended and Restated 353 Redevelopment Agreement with
7 the Redevelopment Corporation, relating to the implementation of the
8 Second Amendment to the Redevelopment Plan. (The Planning and
9 Zoning Commission and City Staff recommend approval.)
10 _____
11

12 WHEREAS, The Urban Redevelopment Corporations Law, Chapter 353, RSMo.,
13 authorizes tax abatement for projects located in areas that have conditions of blight
14 when a proper redevelopment plan is developed and carried out for such projects; and
15

16 WHEREAS, the Beverly Lofts Redevelopment Corporation ("Corporation"), a
17 corporation duly organized pursuant to the Urban Redevelopment Corporations Law
18 and amendments thereto, previously filed an the application for tax abatement for a
19 project known as the Beverly Lofts Redevelopment Area ("Redevelopment Area"),
20 together with a redevelopment plan, a blight report, and a tax impact analysis for the
21 property generally located along the North side of East Cherry Street near the
22 intersection of Cherry Street and Kimbrough Avenue, within the City limits of Springfield,
23 Missouri; and
24

25 WHEREAS, City Council approved the Redevelopment Plan on April 3, 2017, by
26 Special Ordinance 26866, and an Amended Development Plan on August 21, 2017, by
27 Special Ordinance 26939; and
28

29 WHERAS, the Amended Development Plan proposed to rehabilitate and
30 redevelop the Redevelopment Area in two phases, set forth specific plans for Phase
31 One, and included a requirement that the Amended Redevelopment Plan be amended
32 to incorporate more specific plans for Phase Two prior to beginning construction of that
33 Phase; and

34 WHEREAS, Phase One of the Amended Development Plan was completed in
35 2018, and the developer is now preparing to initiate Phase Two for the project; and
36

37 WHEREAS, the Corporation has filed a Second Amendment to the
38 Redevelopment Plan for the Redevelopment Area to authorize partial real property tax
39 abatement pursuant to Chapter 353, RSMo., for Phase Two of the project; and
40

41 WHEREAS, City staff supports the Second Amendment to the Redevelopment
42 Plan; and
43

44 WHEREAS, the Planning and Zoning Commission reviewed the Second
45 Amendment to the Redevelopment Plan for consistency with the Comprehensive Plan
46 on October 7, 2021, and recommended it be approved by a vote of 8 to 0; and
47

48 WHEREAS, proper notice has been provided as required by applicable law to the
49 public, all affected taxing jurisdictions, and all property owners within the
50 Redevelopment Area of the public hearing on the request for tax abatement; and
51

52 WHEREAS, City Council held a public hearing on November 15, 2021, notice of
53 which was properly given, and all interested parties, including affected political
54 subdivisions, were given the opportunity to be heard on such request; and
55

56 WHEREAS, City Council, after all interested parties were given an opportunity to
57 be heard, has elected to approve the Second Amendment to the Redevelopment Plan
58 submitted by the Corporation.
59

60 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
61 SPRINGFIELD, MISSOURI, as follows, that:
62

63 Section 1 – The Second Amendment to Redevelopment Plan of the Corporation
64 for the redevelopment of an area generally located along the north side of East Cherry
65 Street near the intersection of Cherry Street and Kimbrough Avenue, as set forth in
66 “Exhibit 1,” which is attached hereto and incorporated herein by this reference, is
67 approved.
68

69 Section 2 – City Council finds and declares that the Redevelopment Area
70 described in the Second Amendment to the Redevelopment Plan, and more particularly
71 described on “Exhibit F-9” to “Exhibit 1,” has previously been declared a blighted area
72 as defined by Section 353.020(2), RSMo.; that the redevelopment is necessary for
73 public convenience and necessity; and that approval of the Second Amendment to the
74 Redevelopment Plan and construction of the Phase Two Redevelopment Project is
75 necessary for the preservation of the public peace, prosperity, health, safety, morals,
76 and welfare.
77

78 Section 3 – After review of the Tax Impact Analysis attached to this Ordinance in
79 “Exhibit D” to “Exhibit 1,” the Corporation, upon executing an agreement with the City

that substantially conforms to "Exhibit 2," which is attached hereto and incorporated by reference, is hereby granted partial real property tax abatement as follows: real property acquired by the Corporation as part of Phase II shall not be subject to assessment or payment of general ad valorem taxes for a period of ten (10) years after the date upon which the Corporation becomes the owner of the property, except to the extent and in such amount as may be imposed upon real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the assessor of Greene County, for taxes due and payable during the calendar year preceding the calendar year during which the Corporation acquired title thereto; and after the expiration of ten (10) years, such real property, including improvements, and for an additional 15 years to the extent of ad valorem taxes on such property measured by the assessed valuation thereof at the rate of 50 percent of the true value of such property including improvements, provided that such abatement shall continue only so long as the property is used in accordance with the Second Amendment to the Redevelopment Plan.

Section 4 – The City Manager, or his designee, is authorized to enter into a Second Amended and Restated 353 Redevelopment Agreement ("Agreement") that substantially conforms to "Exhibit 2" with the Corporation.

Section 5 – The Corporation shall make annual payments in lieu of taxes (PILOTs) as set forth in the Agreement.

Section 6 – If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 7 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

126 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-288

FILED: 11-09-21

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To approve the Second Amendment to the Redevelopment Plan for the Beverly Lofts Redevelopment Area, authorize certain tax abatement within the Redevelopment Area, and authorize the City Manager to execute an amended agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (The Planning and Zoning Commission and City Staff recommend approval.)

BACKGROUND: The Beverly Lofts Redevelopment Corporation (the “Developer”) has filed the Second Amendment to the Redevelopment Plan for the Beverly Lofts Redevelopment Area to authorize partial real property tax abatement pursuant to Chapter 353, RSMo, Urban Redevelopment Corporations Law for Phase Two of the redevelopment project. The Redevelopment Plan was approved by the City Council on April 7, 2017 by Special Ordinance 26866, and subsequently amended on August 7, 2017 by Special Ordinance 26939. It proposed to rehabilitate and redevelop the former Harmony House site located along the north side of East Cherry Street near the northwest corner of the intersection of East Cherry Street and South Kimbrough Avenue for multi-family residential use in two phases.

Phase One was completed in 2018. It involved the rehabilitation and conversion of the three-story structure at 529 East Cherry Street (the “Beverly Building”) into a 22-unit, multi-family residential apartment building. The project used state and federal Historic Preservation Tax Credits and was therefore rehabilitated in accordance with the Secretary of the Interior’s Standards for Rehabilitating Historic Properties. Phase One also involved demolition of the remainder of the structures in the Redevelopment Area, located at 519 and 525 East Cherry Street, to accommodate future redevelopment.

Phase Two of the Redevelopment Plan proposed construction of an 18 - to 28- unit multi-family residential apartment building on the vacant portion of the Redevelopment Area demolished in Phase One. Specific plans for this phase had not been finalized at the time the Redevelopment Plan was approved. Therefore, the Plan included a requirement that it be further amended to incorporate finalized plans for the new apartment building prior to beginning construction.

The Developer is now preparing to initiate Phase Two and has prepared this amendment to reflect more specific plans for Phase Two of the project. The proposed amendment includes plans and specifications for a new 18-unit, three-story multi-family residential apartment building on the western half of the Redevelopment Area. It will be similar in size and layout to the adjacent apartment building that was rehabilitated during Phase One of the project.

The Planning and Zoning Commission reviewed the proposed Second Amendment to the Redevelopment Plan at their October 7, 2021 meeting. The Commission found the Amendment to be in conformance with *Springfield-Greene County Comprehensive Plan* and recommended that it be approved by a vote of 8 to 0.

The Developer requests real property taxes for Phase Two be partially abated for a 25-year period pursuant to Chapter 353, RSMo. During the first ten years, 100% of the incremental increase in real property taxes on the land along with 100% of the real property taxes on the improvements will be abated. The Developer will continue to pay real property taxes based on the assessed value of the land during the year preceding the Redevelopment Corporation obtaining title of the Redevelopment Area. The Developer will also make annual payments in lieu of taxes (PILOTs) during this ten-year period that are equal to the property taxes on the improvements during the year preceding the Redevelopment Corporation obtaining title of the Redevelopment Area. Combined, the payment of taxes on the land and PILOTs on the improvements will be equal to the property taxes paid on the land and improvements during the year preceding the redevelopment, thus ensuring real property taxes do not decrease due to the abatement. During the remaining 15 years of tax abatement, 50% of real property taxes on both the land and improvements will be abated. According to the tax impact analysis, the affected taxing jurisdictions are estimated to collect \$221,213 of additional property tax revenue over the next 25 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

The City of Springfield's Economic Development Incentives Policy Manual requires requests for discretionary incentives, such as partial real property tax abatement pursuant to Chapter 353, RSMo, to pass the "but for" test. In other words, the Developer must demonstrate that the project would not occur, would only occur at a significantly smaller scale, or would not be financially stable, or that public benefit would not occur but for receiving the tax abatement. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. The Developer has provided two 25-year project pro forma financial statements for Phase Two (one with tax abatement, one without), each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is warranted for Phase Two of the Redevelopment Plan.

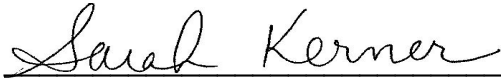
REMARKS: The Planning and Zoning Commission and City staff recommend approval.

Submitted by:



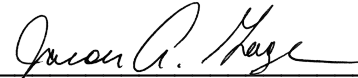
Matt D. Schaefer, AICP,
Senior City Planner

Recommended by:



Sarah Kerner, Economic
Development Director

Approved by:



Jason Gage, City Manager

**SECOND AMENDEDMENT TO THE
BLIGHT REPORT
&
REDEVELOPMENT PLAN
FOR THE
BEVERLY LOFTS
REDEVELOPMENT AREA
SPRINGFIELD, MISSOURI**

January 17, 2017 (Original Redevelopment Plan)
August 21, 2017 (First Amended)
September 1, 2021 (Second Amendment)

Amendment / Supplemental Information Summary:

This Second Amendment to the Redevelopment Plan for the Beverly Lofts Redevelopment Area (the “**Original Redevelopment Plan**” and collectively with this Second Amendment the “**Redevelopment Plan**”) is a supplement to the Original Redevelopment Plan as approved as Council Bill No. 2017-065 by the Springfield, Missouri City Council via Ordinance No. 26866 on April 3, 2017 and Council Bill No. 2017-202 by the Springfield, Missouri City Council via Ordinance No. 26939 on August 21, 2017. All of the information contained in the Original Redevelopment Plan remains true and correct in all material forms and are applicable to the Phase II portion of the previously approved redevelopment plans. The Original Redevelopment Plan as originally amended and its relevant information is provided as Exhibit F to this Amendment. Phase II involves the construction of twelve (12) two-bedroom and six (6) one-bedroom multi-family apartment units, which will accommodate approximately thirty (30) residents within a three story building and associated parking on the parcel referenced as 519 E. Cherry St. The Phase II development will complement existing Phase I improvements and serve as a companion property by maintaining the use of high quality materials while designed in style and appearance to be its own distinct apartment building.

The Phase II Project site is located within the approved Redevelopment Area and was included in the original Blight Determination within the Redevelopment Plan. Phasing was specifically contemplated in the Redevelopment Plan and the inclusion of a future Phase II was specifically approved under the original Redevelopment Plan pursuant to an amendment. Pursuant to Section III (B) of the Redevelopment Plan, this Amendment is being provided to include a Phase II site plan, tax impact analysis, and additional development details prior to the beginning of construction on Phase II. These items are included as provided for in Index Below

The tax abatement provided is under Chapter 353 of the Missouri Revised Statutes designated as “The Urban Redevelopment Corporations Law” and provides one hundred percent (100%) real property tax abatement for ten (10) years and fifty percent (50%) real property tax abatement for fifteen (15) years. The impact of the real property tax abatement is described in the Tax Impact Analysis attached hereto as Exhibit E, but the redevelopment with eligible abatement applied over the twenty-five (25) year abatement period results in a benefit to the taxing jurisdictions of \$221,213.00 over that same time period.

The estimated construction schedule for the Phase II development set forth in Section IV of the Redevelopment Plan is amended to the following timeline:

- Pre-Construction (Inspections/Permits): Completed by February 2017
- Site Work (Demolition): Completed by March 2017
- Construction of Building: Completed by December 31, 2024

Phase II Information Index

Site Plan Exhibit A

Floor Plan.....	Exhibit B
Elevations / Renderings	Exhibit C
Tax Impact Analysis.....	Exhibit D
Estimated Construction Costs	Exhibit E
Original Blight Report and Redevelopment Plan	Exhibit F
Appraisal (provided under separate cover)	Exhibit G

Exhibit A

Site Plan

[please see attached]

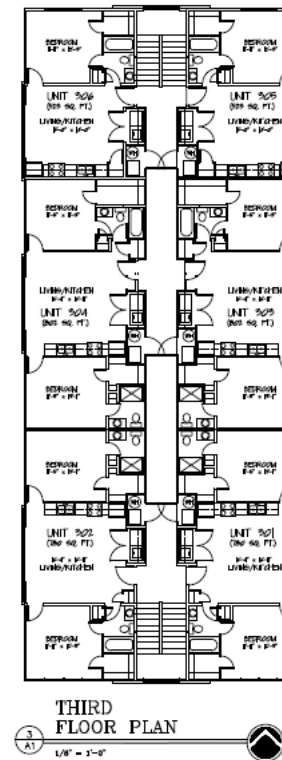
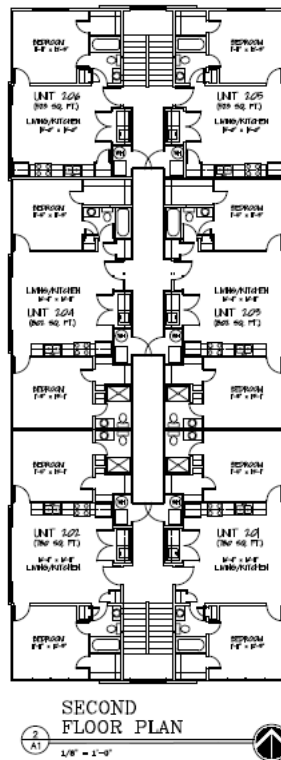
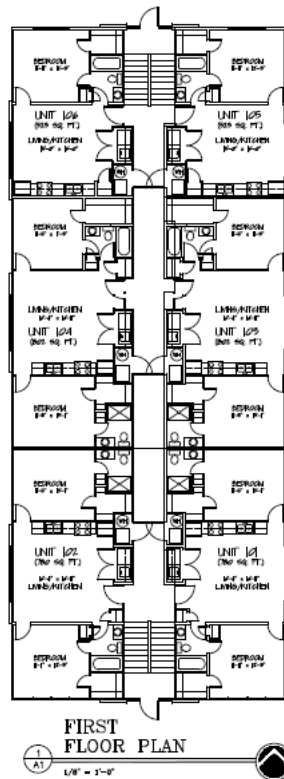
Exhibit A-1

Exhibit B

Floor Plan

[please see attached]

Exhibit B-1



**NEW
LOFT APARTMENTS
BEVERLY LOFTS TWO**
505 E. CHERRY STREET
SPRINGFIELD, MISSOURI

Keystone Architects
P.C. BULLOCK
MANAGING PRINCIPAL/ARCHITECT
1000 N. 10TH STREET, SUITE 100
SPRINGFIELD, MISSOURI 65802

PROJECT:	20002	DATE:	1-19-21
DATE:		APPROVED:	
SCALE:	AS SHOWN	DATE:	1-19-21
CONTRACT:		DATE:	1-19-21

A1
SP. 1
FLOOR PLANS

Exhibit C

Elevations / Renderings

[please see attached]



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

**NEW
LOFT APARTMENTS
BEVERLY LOFTS TWO**

228 N. CHERRY STREET
SPRINGFIELD, MISSOURI

Keystone Architects 228 N. CHERRY STREET SPRINGFIELD, MISSOURI 65801 (417) 863-1234		A4 OF 100001 ELEVATIONS
PROJECT: 10001	DATE: 1-25-11	
DRAWN: HLP	CHECKED: HLP	
DESIGNED: HLP	DATE: 10-01-10	
SCALE: 1/8" = 1'-0"		



SOUTH ELEVATION

Exhibit C-3

Exhibit D
Tax Impact Analysis
[please see attached]

Beverly Lofts Redevelopment Area - Phase II

Tax Impact Analysis

City of Springfield, Missouri
September 21, 2021

Spencer Fane LLP
2144 E. Republic Road, Suite B300
Springfield, MO 65804

Exhibit D-2

Beverly Lofts Redevelopment Area - Phase II 2021 Real Estate Assessment & Taxes

(All 2021 estimates utilize 2020 tax levy rates as 2021 levy rates are not yet available)

519 E. Cherry
Parcel No. 1324243044

Current Assessment Ratio			19%
	Appraised*	Assessed	
Land	\$ 116,100	\$ 22,060	
<u>Improvements</u>	-	-	
Total	\$ 116,100	\$ 22,060	

Jurisdiction	Tax	Levy per \$100
City of Springfield	136.68	0.6196
Springfield -- Greene County Library	53.69	0.2434
Ozarks Technical College	44.03	0.1996
Greene County	27.53	0.1248
Road & Bridge	27.53	0.1248
State of Missouri	6.62	0.0300
County Developmental Disability	10.30	0.0467
Springfield R-12	942.56	4.2727
County Seniors' Services	10.88	0.0493
Commercial SurTax	-	
	\$ 1,259.82	5.7109

*Per Greene County Assessor's Office

Beverly Lofts Redevelopment Area - Phase II
Tax Impact Analysis -- Assessment Assumptions

Property	2021						Redeveloped Estimate					
	Appraised*			Assessed			Appraised			Assessed		
	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total
519 E. Cherry	\$ 116,100	\$ -	\$ 116,100	\$ 22,060	\$ -	\$ 22,060	\$ 116,100.00	\$ 2,343,929	\$ 2,460,029	\$ 22,059.00	\$ 445,346.51	\$ 467,406
								-	-		-	-
							-	-	-	-	-	-
Totals	\$ 116,100	-	116,100	\$ 22,060	-	22,060	\$ 116,100	\$ 2,343,929	\$ 2,460,029	\$ 22,059	\$ 445,347	\$ 467,406

Portion of total value that is land 100%
 Assessment ratio (commercial) 32%
 Assessment ratio (residential) 19%

*2021 Values per Greene County Assessor's Office
 Appraised and assessed values based on updated appraisal (see pg. 36)

Beverly Lofts Redevelopment Area - Phase II
Tax Impact Analysis
Projected Tax Revenue without Redevelopment

Biennial Growth Rate Assumption - Real Estate Taxes -1.00%

Year		Assessed Value (\$)		Real Estate Taxes Paid										
				0.6196	0.2434	0.1996	0.1248	0.1248	0.0300	0.0467	4.2727	0.0493	-	5.7109
Plan	Calendar	Total Land	Total Imp.	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R-12	County Seniors' Services	Commercial SurTax	Tax Paid
1.0	2024	22,060	-	\$ 137	\$ 54	\$ 44	\$ 28	\$ 28	\$ 7	\$ 10	\$ 943	\$ 11	\$ -	\$ 1,260
2.0	2025	21,839	-	135	53	44	27	27	7	10	933	11	\$ -	1,247
3.0	2026	21,839	-	135	53	44	27	27	7	10	933	11	\$ -	1,247
4.0	2027	21,621	-	134	53	43	27	27	6	10	924	11	\$ -	1,235
5.0	2028	21,621	-	134	53	43	27	27	6	10	924	11	\$ -	1,235
6.0	2029	21,405	-	133	52	43	27	27	6	10	915	11	\$ -	1,222
7.0	2030	21,405	-	133	52	43	27	27	6	10	915	11	\$ -	1,222
8.0	2031	21,191	-	131	52	42	26	26	6	10	905	10	\$ -	1,210
9.0	2032	21,191	-	131	52	42	26	26	6	10	905	10	\$ -	1,210
10.0	2033	20,979	-	130	51	42	26	26	6	10	896	10	\$ -	1,198
11.0	2034	20,979	-	130	51	42	26	26	6	10	896	10	\$ -	1,198
12.0	2035	20,769	-	129	51	41	26	26	6	10	887	10	\$ -	1,186
13.0	2036	20,769	-	129	51	41	26	26	6	10	887	10	\$ -	1,186
14.0	2037	20,561	-	127	50	41	26	26	6	10	879	10	\$ -	1,174
15.0	2038	20,561	-	127	50	41	26	26	6	10	879	10	\$ -	1,174
16.0	2039	20,356	-	126	50	41	25	25	6	10	870	10	\$ -	1,162
17.0	2040	20,356	-	126	50	41	25	25	6	10	870	10	\$ -	1,162
18.0	2041	20,152	-	125	49	40	25	25	6	9	861	10	\$ -	1,151
19.0	2042	20,152	-	125	49	40	25	25	6	9	861	10	\$ -	1,151
20.0	2043	19,951	-	124	49	40	25	25	6	9	852	10	\$ -	1,139
21.0	2044	19,951	-	124	49	40	25	25	6	9	852	10	\$ -	1,139
22.0	2045	19,751	-	122	48	39	25	25	6	9	844	10	\$ -	1,128
23.0	2046	19,751	-	122	48	39	25	25	6	9	844	10	\$ -	1,128
24.0	2047	19,554	-	121	48	39	24	24	6	9	835	10	\$ -	1,117
25.0	2048	19,554	-	121	48	39	24	24	6	9	835	10	\$ -	1,117
TOTAL				\$ 3,211	\$ 1,262	\$ 1,035	\$ 647	\$ 647	\$ 155	\$ 242	\$ 22,146	\$ 256	\$ -	\$ 29,601

Beverly Lofts Redevelopment Area - Phase II
Tax Impact Analysis
Projected Taxes with Renovation but without Abatement

Biennial Growth Rate Assumption - Real Estate Taxes

2.00%

Year		Assessed Value (\$)		Real Estate Taxes Paid											
				0.6196	0.2434	0.1996	0.1248	0.1248	0.0300	0.0467	4.2727	0.0493	-	5.7109	
Plan	Calendar	Total Land	Total Imp.	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R-12	County Seniors' Services	Commercial SurTax	Tax Paid	
1.0	2024	22,059	445,347	\$ 2,896	\$ 1,138	\$ 933	\$ 583	\$ 583	\$ 140	\$ 218	\$ 19,971	\$ 230	\$ -	\$ 26,693	
2.0	2025	22,500	454,253	2,954	1,160	952	595	595	143	223	20,370	235	\$ -	27,227	
3.0	2026	22,500	454,253	2,954	1,160	952	595	595	143	223	20,370	235	\$ -	27,227	
4.0	2027	22,950	463,339	3,013	1,184	971	607	607	146	227	20,778	240	\$ -	27,771	
5.0	2028	22,950	463,339	3,013	1,184	971	607	607	146	227	20,778	240	\$ -	27,771	
6.0	2029	23,409	472,605	3,073	1,207	990	619	619	149	232	21,193	245	\$ -	28,327	
7.0	2030	23,409	472,605	3,073	1,207	990	619	619	149	232	21,193	245	\$ -	28,327	
8.0	2031	23,877	482,057	3,135	1,231	1,010	631	631	152	236	21,617	249	\$ -	28,893	
9.0	2032	23,877	482,057	3,135	1,231	1,010	631	631	152	236	21,617	249	\$ -	28,893	
10.0	2033	24,355	491,699	3,197	1,256	1,030	644	644	155	241	22,049	254	\$ -	29,471	
11.0	2034	24,355	491,699	3,197	1,256	1,030	644	644	155	241	22,049	254	\$ -	29,471	
12.0	2035	24,842	501,533	3,261	1,281	1,051	657	657	158	246	22,490	260	\$ -	30,061	
13.0	2036	24,842	501,533	3,261	1,281	1,051	657	657	158	246	22,490	260	\$ -	30,061	
14.0	2037	25,339	511,563	3,327	1,307	1,072	670	670	161	251	22,940	265	\$ -	30,662	
15.0	2038	25,339	511,563	3,327	1,307	1,072	670	670	161	251	22,940	265	\$ -	30,662	
16.0	2039	25,846	521,794	3,393	1,333	1,093	683	683	164	256	23,399	270	\$ -	31,275	
17.0	2040	25,846	521,794	3,393	1,333	1,093	683	683	164	256	23,399	270	\$ -	31,275	
18.0	2041	26,363	532,230	3,461	1,360	1,115	697	697	168	261	23,867	275	\$ -	31,901	
19.0	2042	26,363	532,230	3,461	1,360	1,115	697	697	168	261	23,867	275	\$ -	31,901	
20.0	2043	26,890	542,875	3,530	1,387	1,137	711	711	171	266	24,344	281	\$ -	32,539	
21.0	2044	26,890	542,875	3,530	1,387	1,137	711	711	171	266	24,344	281	\$ -	32,539	
22.0	2045	27,428	553,732	3,601	1,415	1,160	725	725	174	271	24,831	287	\$ -	33,189	
23.0	2046	27,428	553,732	3,601	1,415	1,160	725	725	174	271	24,831	287	\$ -	33,189	
24.0	2047	27,976	564,807	3,673	1,443	1,183	740	740	178	277	25,328	292	\$ -	33,853	
25.0	2048	27,976	564,807	3,673	1,443	1,183	740	740	178	277	25,328	292	\$ -	33,853	
TOTAL				\$ 82,134	\$ 32,265	\$ 26,459	\$ 16,543	\$ 16,543	\$ 3,977	\$ 6,191	\$ 566,386	\$ 6,535	\$ -	\$ 757,033	

Beverly Lofts Redevelopment Area - Phase II
Tax Impact Analysis
Projected Tax Impact following proposed Renovation and Abatement

Biennial Growth Rate Assumption - Real Estate Taxes 2.00%

Year		Assessed Value (\$)		Real Estate Taxes Paid												
				0.6196	0.2434	0.1996	0.1248	0.1248	0.0300	0.0467	4.2727	0.0493	-	5.7109		
Plan	Calendar	Total Land	Total Imp.	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	County Developmental Disability	Springfield R-12	County Seniors' Services	Commercial SurTax	Tax Paid		
1.0	2024	22,059	-	\$ 137	\$ 54	\$ 44	\$ 28	\$ 28	\$ 7	\$ 10	\$ 943	\$ 11	\$ -	\$ 1,260		
2.0	2025	22,059	-	137	54	44	28	28	7	10	943	11	\$ -	1,260		
3.0	2026	22,059	-	137	54	44	28	28	7	10	943	11	\$ -	1,260		
4.0	2027	22,059	-	137	54	44	28	28	7	10	943	11	\$ -	1,260		
5.0	2028	22,059	-	137	54	44	28	28	7	10	943	11	\$ -	1,260		
6.0	2029	22,059	-	137	54	44	28	28	7	10	943	11	\$ -	1,260		
7.0	2030	22,059	-	137	54	44	28	28	7	10	943	11	\$ -	1,260		
8.0	2031	22,059	-	137	54	44	28	28	7	10	943	11	\$ -	1,260		
9.0	2032	22,059	-	137	54	44	28	28	7	10	943	11	\$ -	1,260		
10.0	2033	22,059	-	137	54	44	28	28	7	10	943	11	\$ -	1,260		
11.0	2034	12,177	245,849	1,599	628	515	322	322	77	120	11,025	127	-	14,736		
12.0	2035	12,421	250,766	1,631	641	525	328	328	79	123	11,245	130	-	15,030		
13.0	2036	12,421	250,766	1,631	641	525	328	328	79	123	11,245	130	-	15,030		
14.0	2037	12,669	255,782	1,663	653	536	335	335	81	125	11,470	132	-	15,331		
15.0	2038	12,669	255,782	1,663	653	536	335	335	81	125	11,470	132	-	15,331		
16.0	2039	12,923	260,897	1,697	666	547	342	342	82	128	11,700	135	-	15,638		
17.0	2040	12,923	260,897	1,697	666	547	342	342	82	128	11,700	135	-	15,638		
18.0	2041	13,181	266,115	1,731	680	557	349	349	84	130	11,933	138	-	15,950		
19.0	2042	13,181	266,115	1,731	680	557	349	349	84	130	11,933	138	-	15,950		
20.0	2043	13,445	271,437	1,765	693	569	356	356	85	133	12,172	140	-	16,269		
21.0	2044	13,445	271,437	1,765	693	569	356	356	85	133	12,172	140	-	16,269		
22.0	2045	13,714	276,866	1,800	707	580	363	363	87	136	12,416	143	-	16,595		
23.0	2046	13,714	276,866	1,800	707	580	363	363	87	136	12,416	143	-	16,595		
24.0	2047	13,988	282,404	1,836	721	592	370	370	89	138	12,664	146	-	16,927		
25.0	2048	13,988	282,404	1,836	721	592	370	370	89	138	12,664	146	-	16,927		
TOTAL				\$ 27,212	\$ 10,690	\$ 8,766	\$ 5,481	\$ 5,481	\$ 1,318	\$ 2,051	\$ 187,650	\$ 2,165	\$ -	\$ 250,813		

Exhibit D-7

Tax Impact Analysis

Jurisdiction	Tax Revenue		
	Without Redevelopment or Abatement	With Redevelopment and Abatement*	Impact on Juris.
City of Springfield	\$ 3,211	\$ 27,212	\$ 24,000
Greene County Library	1,262	10,690	9,428
Ozarks Technical College	1,035	8,766	7,732
Greene County	647	5,481	4,834
Road & Bridge	647	5,481	4,834
State of Missouri	155	1,318	1,162
County Developmental Disability	242	2,051	1,809
Springfield R-12	22,146	187,650	165,504
County Seniors' Services	256	2,165	1,910
Commercial SurTax	-	-	-
Total	\$ 29,601	\$ 250,813	\$ 221,213

*Includes Taxes and PILOTS

2031 Projections	2031 w/Abatement	2032 Projections	2032 w/Abatement	2033 Projections	2033 w/Abatement	2034 Projections	2034 w/Abatement	2035 Projections	2035 w/Abatement	2036 Projections	2036 w/Abatement	2037 Projections	2037 w/Abatement	2038 Projections	2038 w/Abatement	2039 Projections
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 66,413.19	\$ 66,413.19	\$ 68,405.58	\$ 68,405.58	\$ 70,457.75	\$ 70,457.75	\$ 72,571.48	\$ 72,571.48	\$ 74,748.63	\$ 74,748.63	\$ 76,991.09	\$ 76,991.09	\$ 79,300.82	\$ 79,300.82	\$ 81,679.85	\$ 81,679.85	\$ 84,130.24
185,957	185,957	191,536	191,536	197,282	197,282	203,200	203,200	209,296	209,296	215,575	215,575	222,042	222,042	228,704	228,704	235,565
\$ 252,370.12	\$ 252,370.12	\$ 259,941.22	\$ 259,941.22	\$ 267,739.46	\$ 267,739.46	\$ 275,771.64	\$ 275,771.64	\$ 284,044.79	\$ 284,044.79	\$ 292,566.13	\$ 292,566.13	\$ 301,343.12	\$ 301,343.12	\$ 310,383.41	\$ 310,383.41	\$ 319,694.91
\$ (12,618.51)	\$ (12,618.51)	\$ (12,997.06)	\$ (12,997.06)	\$ (13,386.97)	\$ (13,386.97)	\$ (13,788.58)	\$ (13,788.58)	\$ (14,202.34)	\$ (14,202.34)	\$ (14,628.31)	\$ (14,628.31)	\$ (15,067.16)	\$ (15,067.16)	\$ (15,519.17)	\$ (15,519.17)	\$ (15,984.75)
\$ 239,751.61	\$ 239,751.61	\$ 246,944.16	\$ 246,944.16	\$ 254,352.48	\$ 254,352.48	\$ 261,983.06	\$ 261,983.06	\$ 269,842.55	\$ 269,842.55	\$ 277,937.83	\$ 277,937.83	\$ 286,275.96	\$ 286,275.96	\$ 294,864.24	\$ 294,864.24	\$ 303,710.17
\$ (28,893)	\$ (1,260)	\$ (28,893)	\$ (1,260)	\$ (29,471)	\$ (1,260)	\$ (29,471)	\$ (1,260)	\$ (30,061)	\$ (1,260)	\$ (30,061)	\$ (15,030)	\$ (30,662)	\$ (15,030)	\$ (30,662)	\$ (15,331)	\$ (31,275)
(10,946)	(10,946)	(11,274)	(11,274)	(11,612)	(11,612)	(11,961)	(11,961)	(12,320)	(12,320)	(12,689)	(12,689)	(13,070)	(13,070)	(13,462)	(13,462)	(13,866)
(11,988)	(11,988)	(12,347)	(12,347)	(12,718)	(12,718)	(13,099)	(13,099)	(13,492)	(13,492)	(13,897)	(13,897)	(14,314)	(14,314)	(14,743)	(14,743)	(15,186)
(11,069)	(11,069)	(11,401)	(11,401)	(11,743)	(11,743)	(12,095)	(12,095)	(12,458)	(12,458)	(12,832)	(12,832)	(13,217)	(13,217)	(13,613)	(13,613)	(14,022)
(3,075)	(3,075)	(3,167)	(3,167)	(3,262)	(3,262)	(3,360)	(3,360)	(3,461)	(3,461)	(3,564)	(3,564)	(3,671)	(3,671)	(3,781)	(3,781)	(3,895)
(14,021)	(14,021)	(14,441)	(14,441)	(14,874)	(14,874)	(15,321)	(15,321)	(15,780)	(15,780)	(16,254)	(16,254)	(16,741)	(16,741)	(17,244)	(17,244)	(17,761)
(6,149)	(6,149)	(6,334)	(6,334)	(6,524)	(6,524)	(6,720)	(6,720)	(6,921)	(6,921)	(7,129)	(7,129)	(7,343)	(7,343)	(7,563)	(7,563)	(7,790)
(4,305)	(4,305)	(4,434)	(4,434)	(4,567)	(4,567)	(4,704)	(4,704)	(4,845)	(4,845)	(4,990)	(4,990)	(5,140)	(5,140)	(5,294)	(5,294)	(5,453)
(9,591)	(9,591)	(9,878)	(9,878)	(10,175)	(10,175)	(10,480)	(10,480)	(10,794)	(10,794)	(11,118)	(11,118)	(11,452)	(11,452)	(11,795)	(11,795)	(12,149)
(13,283)	(13,283)	(13,681)	(13,681)	(14,092)	(14,092)	(14,514)	(14,514)	(14,950)	(14,950)	(15,398)	(15,398)	(15,860)	(15,860)	(16,336)	(16,336)	(16,826)
\$ (113,318.12)	\$ (85,684.46)	\$ (115,850.86)	\$ (88,217.20)	\$ (119,037.45)	\$ (90,825.92)	\$ (121,724.44)	\$ (93,512.91)	\$ (125,081.46)	\$ (109,756.38)	\$ (127,932.08)	\$ (112,901.72)	\$ (131,469.43)	\$ (115,837.86)	\$ (134,493.66)	\$ (119,162.69)	\$ (138,221.85)
\$ 126,433.49	\$ 154,067.15	\$ 131,093.30	\$ 158,726.96	\$ 135,315.03	\$ 163,526.56	\$ 140,258.62	\$ 168,470.15	\$ 144,761.09	\$ 160,086.17	\$ 150,005.75	\$ 165,036.11	\$ 154,806.53	\$ 170,438.10	\$ 160,370.58	\$ 175,701.55	\$ 165,488.32
(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)	(\$133,287.00)
\$ (6,853.51)	\$ 20,780.15	\$ (3,193.70)	\$ 25,439.96	\$ 2,028.03	\$ 30,239.56	\$ 6,971.62	\$ 35,183.15	\$ 11,474.09	\$ 26,799.17	\$ 16,718.75	\$ 30,749.11	\$ 21,519.53	\$ 37,151.00	\$ 27,051.58	\$ 43,414.55	\$ 32,201.32
-1%	3%	0%	4%	0%	5%	1%	6%	2%	4%	3%	5%	4%	6%	4%	7%	5%

Exhibit D-10

2039 w/Abatement	2040 Projections	2040 w/Abatement	2041 Projections	2041 w/Abatement	2042 Projections	2042 w/Abatement	2043 Projections	2043 w/Abatement	2044 Projections	2044 w/Abatement	2045 Projections	2045 w/Abatement	2046 Projections	2046 w/Abatement	2047 Projections	2047 w/Abatement	2048 Projections	2048 w/Abatement
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 84,130.24	\$ 86,654.15	\$ 86,654.15	\$ 89,253.77	\$ 89,253.77	\$ 91,931.39	\$ 91,931.39	\$ 94,609.33	\$ 94,609.33	\$ 97,530.01	\$ 97,530.01	\$ 100,455.91	\$ 100,455.91	\$ 103,469.58	\$ 103,469.58	\$ 106,573.67	\$ 106,573.67	\$ 109,770.88	\$ 109,770.88
235,505	242,632	242,632	249,911	249,911	257,408	257,408	265,130	265,130	273,084	273,084	281,277	281,277	289,715	289,715	298,406	298,406	307,358	307,358
\$ 319,694.91	\$ 329,285.76	\$ 329,285.76	\$ 339,164.33	\$ 339,164.33	\$ 349,339.26	\$ 349,339.26	\$ 359,819.44	\$ 359,819.44	\$ 370,614.03	\$ 370,614.03	\$ 381,732.45	\$ 381,732.45	\$ 393,184.42	\$ 393,184.42	\$ 404,979.95	\$ 404,979.95	\$ 417,129.35	\$ 417,129.35
\$ (15,984.75)	\$ (16,464.29)	\$ (16,464.29)	\$ (16,958.22)	\$ (16,958.22)	\$ (17,466.96)	\$ (17,466.96)	\$ (17,990.97)	\$ (17,990.97)	\$ (18,530.70)	\$ (18,530.70)	\$ (19,086.62)	\$ (19,086.62)	\$ (19,659.22)	\$ (19,659.22)	\$ (20,249.00)	\$ (20,249.00)	\$ (20,856.47)	\$ (20,856.47)
\$ 303,710.17	\$ 312,821.47	\$ 312,821.47	\$ 322,206.12	\$ 322,206.12	\$ 331,872.30	\$ 331,872.30	\$ 341,828.47	\$ 341,828.47	\$ 352,083.32	\$ 352,083.32	\$ 362,645.82	\$ 362,645.82	\$ 373,525.20	\$ 373,525.20	\$ 384,730.95	\$ 384,730.95	\$ 396,272.88	\$ 396,272.88
\$ (15,331)	\$ (31,275)	\$ (15,638)	\$ (31,901)	\$ (15,638)	\$ (31,901)	\$ (15,950)	\$ (32,539)	\$ (15,950)	\$ (32,539)	\$ (16,269)	\$ (33,189)	\$ (16,269)	\$ (33,189)	\$ (16,595)	\$ (33,853)	\$ (16,595)	\$ (33,853)	\$ (16,927)
(13,866)	(14,282)	(14,282)	(14,710)	(14,710)	(15,152)	(15,152)	(15,606)	(15,606)	(16,074)	(16,074)	(16,557)	(16,557)	(17,053)	(17,053)	(17,565)	(17,565)	(18,092)	(18,092)
(15,186)	(15,641)	(15,641)	(16,110)	(16,110)	(16,594)	(16,594)	(17,091)	(17,091)	(17,604)	(17,604)	(18,132)	(18,132)	(18,676)	(18,676)	(19,237)	(19,237)	(19,814)	(19,814)
(14,022)	(14,442)	(14,442)	(14,876)	(14,876)	(15,322)	(15,322)	(15,782)	(15,782)	(16,255)	(16,255)	(16,743)	(16,743)	(17,245)	(17,245)	(17,762)	(17,762)	(18,295)	(18,295)
(3,895)	(4,012)	(4,012)	(4,132)	(4,132)	(4,256)	(4,256)	(4,384)	(4,384)	(4,515)	(4,515)	(4,651)	(4,651)	(4,790)	(4,790)	(4,934)	(4,934)	(5,082)	(5,082)
(17,761)	(18,294)	(18,294)	(18,842)	(18,842)	(19,408)	(19,408)	(19,990)	(19,990)	(20,590)	(20,590)	(21,207)	(21,207)	(21,844)	(21,844)	(22,499)	(22,499)	(23,174)	(23,174)
(7,790)	(8,024)	(8,024)	(8,264)	(8,264)	(8,512)	(8,512)	(8,768)	(8,768)	(9,031)	(9,031)	(9,301)	(9,301)	(9,581)	(9,581)	(9,868)	(9,868)	(10,164)	(10,164)
(5,453)	(5,616)	(5,616)	(5,785)	(5,785)	(5,959)	(5,959)	(6,137)	(6,137)	(6,321)	(6,321)	(6,511)	(6,511)	(6,706)	(6,706)	(6,908)	(6,908)	(7,115)	(7,115)
(12,149)	(12,514)	(12,514)	(12,889)	(12,889)	(13,276)	(13,276)	(13,674)	(13,674)	(14,084)	(14,084)	(14,507)	(14,507)	(14,942)	(14,942)	(15,390)	(15,390)	(15,852)	(15,852)
(16,826)	(17,331)	(17,331)	(17,851)	(17,851)	(18,386)	(18,386)	(18,938)	(18,938)	(19,506)	(19,506)	(20,091)	(20,091)	(20,694)	(20,694)	(21,315)	(21,315)	(21,954)	(21,954)
\$ (12,277.64)	\$ (141,430.25)	\$ (125,792.66)	\$ (145,360.40)	\$ (129,097.31)	\$ (148,764.20)	\$ (132,813.86)	\$ (152,908.12)	\$ (136,319.76)	\$ (156,519.20)	\$ (140,249.85)	\$ (160,889.39)	\$ (143,969.27)	\$ (164,720.39)	\$ (148,125.65)	\$ (169,330.10)	\$ (152,071.58)	\$ (173,394.41)	\$ (156,467.28)
\$ 18,143.53	\$ 171,391.22	\$ 187,028.81	\$ 176,845.71	\$ 193,108.80	\$ 183,108.10	\$ 199,058.44	\$ 188,920.35	\$ 205,508.71	\$ 195,644.13	\$ 211,833.47	\$ 201,756.44	\$ 218,676.56	\$ 208,804.81	\$ 225,399.55	\$ 215,400.85	\$ 232,659.38	\$ 222,878.48	\$ 239,805.10
\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)	\$ (133,287.00)
\$ 48,145.53	\$ 38,104.22	\$ 53,741.81	\$ 43,558.71	\$ 59,821.80	\$ 49,821.10	\$ 65,771.44	\$ 55,633.35	\$ 72,221.71	\$ 62,277.11	\$ 78,546.47	\$ 68,460.44	\$ 85,389.56	\$ 75,517.81	\$ 92,112.55	\$ 82,113.85	\$ 99,372.38	\$ 89,591.48	\$ 106,518.10
8%	6%	9%	7%	10%	8%	11%	9%	12%	10%	13%	11%	14%	12%	15%	13%	16%	15%	17%

Exhibit D-11

Return Analysis

Cash-on-Cash Return (with Abatement)

	<u>Construction</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Initial Equity/Residual Value	(610,982)			
Cash Flow		(8,252)	(4,463)	(560)
Total Cash Flow	(610,982)	(8,252)	(4,463)	(560)
Cumulative Cash Flow	(610,982)	(619,234)	(623,697)	(624,257)
Cumulative Cash on Cash Return at Stabilization				-102.08%
Year 3 Cash on Cash Return				0.00%

Cash-on-Cash Return (without Abatement)

	<u>Construction</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Initial Equity	(610,982)			
Cash Flow		(33,685)	(30,430)	(26,528)
Total Cash Flow	(610,982)	(33,685)	(30,430)	(26,528)
Cumulative Cash Flow	(610,982)	(644,667)	(675,097)	(701,625)
Cumulative Cash on Cash Return at Stabilization				-110.49%
Year 3 Cash on Cash Return				-3.00%

Beverly Lofts Redevelopment Area - Phase II Amortization	
Loan Amount	\$1,832,946.00
Term in Months	240
Interest Rate	4.000%
Monthly Payment	(\$11,107.29)
Annual Payment	(\$133,287.51)

Month	Total Pmt.	Int. Rate	Int. Pmt.	Prin. Pmt.	Principal Balance
Beg. Bal.					\$1,832,946.00
1	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
2	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
3	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
4	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
5	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
6	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
7	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
8	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
9	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
10	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
11	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
12	\$11,107.29	4.00%	\$6,109.82	\$0.00	\$1,832,946.00
13	\$11,107.29	4.00%	\$6,109.82	\$4,997.47	\$1,827,948.53
14	\$11,107.29	4.00%	\$6,093.16	\$5,014.13	\$1,822,934.40
15	\$11,107.29	4.00%	\$6,076.45	\$5,030.84	\$1,817,903.55
16	\$11,107.29	4.00%	\$6,059.68	\$5,047.61	\$1,812,855.94
17	\$11,107.29	4.00%	\$6,042.85	\$5,064.44	\$1,807,791.50
18	\$11,107.29	4.00%	\$6,025.97	\$5,081.32	\$1,802,710.18
19	\$11,107.29	4.00%	\$6,009.03	\$5,098.26	\$1,797,611.92
20	\$11,107.29	4.00%	\$5,992.04	\$5,115.25	\$1,792,496.67
21	\$11,107.29	4.00%	\$5,974.99	\$5,132.30	\$1,787,364.37
22	\$11,107.29	4.00%	\$5,957.88	\$5,149.41	\$1,782,214.95
23	\$11,107.29	4.00%	\$5,940.72	\$5,166.58	\$1,777,048.38
24	\$11,107.29	4.00%	\$5,923.49	\$5,183.80	\$1,771,864.58
25	\$11,107.29	4.00%	\$5,906.22	\$5,201.08	\$1,766,663.50
26	\$11,107.29	4.00%	\$5,888.88	\$5,218.41	\$1,761,445.09
27	\$11,107.29	4.00%	\$5,871.48	\$5,235.81	\$1,756,209.28
28	\$11,107.29	4.00%	\$5,854.03	\$5,253.26	\$1,750,956.02
29	\$11,107.29	4.00%	\$5,836.52	\$5,270.77	\$1,745,685.25
30	\$11,107.29	4.00%	\$5,818.95	\$5,288.34	\$1,740,396.91
31	\$11,107.29	4.00%	\$5,801.32	\$5,305.97	\$1,735,090.94
32	\$11,107.29	4.00%	\$5,783.64	\$5,323.66	\$1,729,767.28
33	\$11,107.29	4.00%	\$5,765.89	\$5,341.40	\$1,724,425.88
34	\$11,107.29	4.00%	\$5,748.09	\$5,359.21	\$1,719,066.68
35	\$11,107.29	4.00%	\$5,730.22	\$5,377.07	\$1,713,689.61
36	\$11,107.29	4.00%	\$5,712.30	\$5,394.99	\$1,708,294.61
37	\$11,107.29	4.00%	\$5,694.32	\$5,412.98	\$1,702,881.63
38	\$11,107.29	4.00%	\$5,676.27	\$5,431.02	\$1,697,450.61
39	\$11,107.29	4.00%	\$5,658.17	\$5,449.12	\$1,692,001.49
40	\$11,107.29	4.00%	\$5,640.00	\$5,467.29	\$1,686,534.20
41	\$11,107.29	4.00%	\$5,621.78	\$5,485.51	\$1,681,048.69
42	\$11,107.29	4.00%	\$5,603.50	\$5,503.80	\$1,675,544.90
43	\$11,107.29	4.00%	\$5,585.15	\$5,522.14	\$1,670,022.75
44	\$11,107.29	4.00%	\$5,566.74	\$5,540.55	\$1,664,482.20
45	\$11,107.29	4.00%	\$5,548.27	\$5,559.02	\$1,658,923.19
46	\$11,107.29	4.00%	\$5,529.74	\$5,577.55	\$1,653,345.64
47	\$11,107.29	4.00%	\$5,511.15	\$5,596.14	\$1,647,749.50
48	\$11,107.29	4.00%	\$5,492.50	\$5,614.79	\$1,642,134.70
49	\$11,107.29	4.00%	\$5,473.78	\$5,633.51	\$1,636,501.19
50	\$11,107.29	4.00%	\$5,455.00	\$5,652.29	\$1,630,848.91
51	\$11,107.29	4.00%	\$5,436.16	\$5,671.13	\$1,625,177.78
52	\$11,107.29	4.00%	\$5,417.26	\$5,690.03	\$1,619,487.74
53	\$11,107.29	4.00%	\$5,398.29	\$5,709.00	\$1,613,778.74

Exhibit D-14

54	\$11,107.29	4.00%	\$5,379.26	\$5,728.03	\$1,608,050.71
55	\$11,107.29	4.00%	\$5,360.17	\$5,747.12	\$1,602,303.59
56	\$11,107.29	4.00%	\$5,341.01	\$5,766.28	\$1,596,537.31
57	\$11,107.29	4.00%	\$5,321.79	\$5,785.50	\$1,590,751.81
58	\$11,107.29	4.00%	\$5,302.51	\$5,804.79	\$1,584,947.02
59	\$11,107.29	4.00%	\$5,283.16	\$5,824.14	\$1,579,122.89
60	\$11,107.29	4.00%	\$5,263.74	\$5,843.55	\$1,573,279.34
61	\$11,107.29	4.00%	\$5,244.26	\$5,863.03	\$1,567,416.31
62	\$11,107.29	4.00%	\$5,224.72	\$5,882.57	\$1,561,533.74
63	\$11,107.29	4.00%	\$5,205.11	\$5,902.18	\$1,555,631.56
64	\$11,107.29	4.00%	\$5,185.44	\$5,921.85	\$1,549,709.71
65	\$11,107.29	4.00%	\$5,165.70	\$5,941.59	\$1,543,768.11
66	\$11,107.29	4.00%	\$5,145.89	\$5,961.40	\$1,537,806.71
67	\$11,107.29	4.00%	\$5,126.02	\$5,981.27	\$1,531,825.44
68	\$11,107.29	4.00%	\$5,106.08	\$6,001.21	\$1,525,824.24
69	\$11,107.29	4.00%	\$5,086.08	\$6,021.21	\$1,519,803.03
70	\$11,107.29	4.00%	\$5,066.01	\$6,041.28	\$1,513,761.74
71	\$11,107.29	4.00%	\$5,045.87	\$6,061.42	\$1,507,700.32
72	\$11,107.29	4.00%	\$5,025.67	\$6,081.62	\$1,501,618.70
73	\$11,107.29	4.00%	\$5,005.40	\$6,101.90	\$1,495,516.80
74	\$11,107.29	4.00%	\$4,985.06	\$6,122.24	\$1,489,394.57
75	\$11,107.29	4.00%	\$4,964.65	\$6,142.64	\$1,483,251.92
76	\$11,107.29	4.00%	\$4,944.17	\$6,163.12	\$1,477,088.80
77	\$11,107.29	4.00%	\$4,923.63	\$6,183.66	\$1,470,905.14
78	\$11,107.29	4.00%	\$4,903.02	\$6,204.28	\$1,464,700.87
79	\$11,107.29	4.00%	\$4,882.34	\$6,224.96	\$1,458,475.91
80	\$11,107.29	4.00%	\$4,861.59	\$6,245.71	\$1,452,230.20
81	\$11,107.29	4.00%	\$4,840.77	\$6,266.52	\$1,445,963.68
82	\$11,107.29	4.00%	\$4,819.88	\$6,287.41	\$1,439,676.27
83	\$11,107.29	4.00%	\$4,798.92	\$6,308.37	\$1,433,367.89
84	\$11,107.29	4.00%	\$4,777.89	\$6,329.40	\$1,427,038.50
85	\$11,107.29	4.00%	\$4,756.79	\$6,350.50	\$1,420,688.00
86	\$11,107.29	4.00%	\$4,735.63	\$6,371.67	\$1,414,316.33
87	\$11,107.29	4.00%	\$4,714.39	\$6,392.90	\$1,407,923.43
88	\$11,107.29	4.00%	\$4,693.08	\$6,414.21	\$1,401,509.21
89	\$11,107.29	4.00%	\$4,671.70	\$6,435.59	\$1,395,073.62
90	\$11,107.29	4.00%	\$4,650.25	\$6,457.05	\$1,388,616.57
91	\$11,107.29	4.00%	\$4,628.72	\$6,478.57	\$1,382,138.00
92	\$11,107.29	4.00%	\$4,607.13	\$6,500.17	\$1,375,637.84
93	\$11,107.29	4.00%	\$4,585.46	\$6,521.83	\$1,369,116.00
94	\$11,107.29	4.00%	\$4,563.72	\$6,543.57	\$1,362,572.43
95	\$11,107.29	4.00%	\$4,541.91	\$6,565.38	\$1,356,007.05
96	\$11,107.29	4.00%	\$4,520.02	\$6,587.27	\$1,349,419.78
97	\$11,107.29	4.00%	\$4,498.07	\$6,609.23	\$1,342,810.55
98	\$11,107.29	4.00%	\$4,476.04	\$6,631.26	\$1,336,179.30
99	\$11,107.29	4.00%	\$4,453.93	\$6,653.36	\$1,329,525.93
100	\$11,107.29	4.00%	\$4,431.75	\$6,675.54	\$1,322,850.40
101	\$11,107.29	4.00%	\$4,409.50	\$6,697.79	\$1,316,152.60
102	\$11,107.29	4.00%	\$4,387.18	\$6,720.12	\$1,309,432.49
103	\$11,107.29	4.00%	\$4,364.77	\$6,742.52	\$1,302,689.97
104	\$11,107.29	4.00%	\$4,342.30	\$6,764.99	\$1,295,924.98
105	\$11,107.29	4.00%	\$4,319.75	\$6,787.54	\$1,289,137.44
106	\$11,107.29	4.00%	\$4,297.12	\$6,810.17	\$1,282,327.27
107	\$11,107.29	4.00%	\$4,274.42	\$6,832.87	\$1,275,494.40
108	\$11,107.29	4.00%	\$4,251.65	\$6,855.64	\$1,268,638.76
109	\$11,107.29	4.00%	\$4,228.80	\$6,878.50	\$1,261,760.26
110	\$11,107.29	4.00%	\$4,205.87	\$6,901.42	\$1,254,858.83
111	\$11,107.29	4.00%	\$4,182.86	\$6,924.43	\$1,247,934.41
112	\$11,107.29	4.00%	\$4,159.78	\$6,947.51	\$1,240,986.89
113	\$11,107.29	4.00%	\$4,136.62	\$6,970.67	\$1,234,016.23
114	\$11,107.29	4.00%	\$4,113.39	\$6,993.90	\$1,227,022.32
115	\$11,107.29	4.00%	\$4,090.07	\$7,017.22	\$1,220,005.10
116	\$11,107.29	4.00%	\$4,066.68	\$7,040.61	\$1,212,964.49
117	\$11,107.29	4.00%	\$4,043.21	\$7,064.08	\$1,205,900.42
118	\$11,107.29	4.00%	\$4,019.67	\$7,087.62	\$1,198,812.79

Exhibit D-15

119	\$11,107.29	4.00%	\$3,996.04	\$7,111.25	\$1,191,701.54
120	\$11,107.29	4.00%	\$3,972.34	\$7,134.95	\$1,184,566.59
121	\$11,107.29	4.00%	\$3,948.56	\$7,158.74	\$1,177,407.85
122	\$11,107.29	4.00%	\$3,924.69	\$7,182.60	\$1,170,225.25
123	\$11,107.29	4.00%	\$3,900.75	\$7,206.54	\$1,163,018.71
124	\$11,107.29	4.00%	\$3,876.73	\$7,230.56	\$1,155,788.15
125	\$11,107.29	4.00%	\$3,852.63	\$7,254.67	\$1,148,533.48
126	\$11,107.29	4.00%	\$3,828.44	\$7,278.85	\$1,141,254.64
127	\$11,107.29	4.00%	\$3,804.18	\$7,303.11	\$1,133,951.53
128	\$11,107.29	4.00%	\$3,779.84	\$7,327.45	\$1,126,624.07
129	\$11,107.29	4.00%	\$3,755.41	\$7,351.88	\$1,119,272.19
130	\$11,107.29	4.00%	\$3,730.91	\$7,376.38	\$1,111,895.81
131	\$11,107.29	4.00%	\$3,706.32	\$7,400.97	\$1,104,494.84
132	\$11,107.29	4.00%	\$3,681.65	\$7,425.64	\$1,097,069.19
133	\$11,107.29	4.00%	\$3,656.90	\$7,450.39	\$1,089,618.80
134	\$11,107.29	4.00%	\$3,632.06	\$7,475.23	\$1,082,143.57
135	\$11,107.29	4.00%	\$3,607.15	\$7,500.15	\$1,074,643.42
136	\$11,107.29	4.00%	\$3,582.14	\$7,525.15	\$1,067,118.27
137	\$11,107.29	4.00%	\$3,557.06	\$7,550.23	\$1,059,568.04
138	\$11,107.29	4.00%	\$3,531.89	\$7,575.40	\$1,051,992.64
139	\$11,107.29	4.00%	\$3,506.64	\$7,600.65	\$1,044,391.99
140	\$11,107.29	4.00%	\$3,481.31	\$7,625.99	\$1,036,766.01
141	\$11,107.29	4.00%	\$3,455.89	\$7,651.41	\$1,029,114.60
142	\$11,107.29	4.00%	\$3,430.38	\$7,676.91	\$1,021,437.69
143	\$11,107.29	4.00%	\$3,404.79	\$7,702.50	\$1,013,735.19
144	\$11,107.29	4.00%	\$3,379.12	\$7,728.17	\$1,006,007.02
145	\$11,107.29	4.00%	\$3,353.36	\$7,753.94	\$998,253.08
146	\$11,107.29	4.00%	\$3,327.51	\$7,779.78	\$990,473.30
147	\$11,107.29	4.00%	\$3,301.58	\$7,805.71	\$982,667.59
148	\$11,107.29	4.00%	\$3,275.56	\$7,831.73	\$974,835.85
149	\$11,107.29	4.00%	\$3,249.45	\$7,857.84	\$966,978.01
150	\$11,107.29	4.00%	\$3,223.26	\$7,884.03	\$959,093.98
151	\$11,107.29	4.00%	\$3,196.98	\$7,910.31	\$951,183.67
152	\$11,107.29	4.00%	\$3,170.61	\$7,936.68	\$943,246.99
153	\$11,107.29	4.00%	\$3,144.16	\$7,963.14	\$935,283.85
154	\$11,107.29	4.00%	\$3,117.61	\$7,989.68	\$927,294.17
155	\$11,107.29	4.00%	\$3,090.98	\$8,016.31	\$919,277.86
156	\$11,107.29	4.00%	\$3,064.26	\$8,043.03	\$911,234.83
157	\$11,107.29	4.00%	\$3,037.45	\$8,069.84	\$903,164.99
158	\$11,107.29	4.00%	\$3,010.55	\$8,096.74	\$895,068.24
159	\$11,107.29	4.00%	\$2,983.56	\$8,123.73	\$886,944.51
160	\$11,107.29	4.00%	\$2,956.48	\$8,150.81	\$878,793.70
161	\$11,107.29	4.00%	\$2,929.31	\$8,177.98	\$870,615.72
162	\$11,107.29	4.00%	\$2,902.05	\$8,205.24	\$862,410.48
163	\$11,107.29	4.00%	\$2,874.70	\$8,232.59	\$854,177.89
164	\$11,107.29	4.00%	\$2,847.26	\$8,260.03	\$845,917.86
165	\$11,107.29	4.00%	\$2,819.73	\$8,287.57	\$837,630.29
166	\$11,107.29	4.00%	\$2,792.10	\$8,315.19	\$829,315.10
167	\$11,107.29	4.00%	\$2,764.38	\$8,342.91	\$820,972.19
168	\$11,107.29	4.00%	\$2,736.57	\$8,370.72	\$812,601.48
169	\$11,107.29	4.00%	\$2,708.67	\$8,398.62	\$804,202.86
170	\$11,107.29	4.00%	\$2,680.68	\$8,426.62	\$795,776.24
171	\$11,107.29	4.00%	\$2,652.59	\$8,454.70	\$787,321.53
172	\$11,107.29	4.00%	\$2,624.41	\$8,482.89	\$778,838.65
173	\$11,107.29	4.00%	\$2,596.13	\$8,511.16	\$770,327.48
174	\$11,107.29	4.00%	\$2,567.76	\$8,539.53	\$761,787.95
175	\$11,107.29	4.00%	\$2,539.29	\$8,568.00	\$753,219.95
176	\$11,107.29	4.00%	\$2,510.73	\$8,596.56	\$744,623.39
177	\$11,107.29	4.00%	\$2,482.08	\$8,625.21	\$735,998.18
178	\$11,107.29	4.00%	\$2,453.33	\$8,653.96	\$727,344.21
179	\$11,107.29	4.00%	\$2,424.48	\$8,682.81	\$718,661.40
180	\$11,107.29	4.00%	\$2,395.54	\$8,711.75	\$709,949.65
181	\$11,107.29	4.00%	\$2,366.50	\$8,740.79	\$701,208.85
182	\$11,107.29	4.00%	\$2,337.36	\$8,769.93	\$692,438.92
183	\$11,107.29	4.00%	\$2,308.13	\$8,799.16	\$683,639.76

Exhibit D-16

184	\$11,107.29	4.00%	\$2,278.80	\$8,828.49	\$674,811.27
185	\$11,107.29	4.00%	\$2,249.37	\$8,857.92	\$665,953.35
186	\$11,107.29	4.00%	\$2,219.84	\$8,887.45	\$657,065.90
187	\$11,107.29	4.00%	\$2,190.22	\$8,917.07	\$648,148.83
188	\$11,107.29	4.00%	\$2,160.50	\$8,946.80	\$639,202.03
189	\$11,107.29	4.00%	\$2,130.67	\$8,976.62	\$630,225.41
190	\$11,107.29	4.00%	\$2,100.75	\$9,006.54	\$621,218.87
191	\$11,107.29	4.00%	\$2,070.73	\$9,036.56	\$612,182.31
192	\$11,107.29	4.00%	\$2,040.61	\$9,066.68	\$603,115.62
193	\$11,107.29	4.00%	\$2,010.39	\$9,096.91	\$594,018.72
194	\$11,107.29	4.00%	\$1,980.06	\$9,127.23	\$584,891.49
195	\$11,107.29	4.00%	\$1,949.64	\$9,157.65	\$575,733.83
196	\$11,107.29	4.00%	\$1,919.11	\$9,188.18	\$566,545.65
197	\$11,107.29	4.00%	\$1,888.49	\$9,218.81	\$557,326.85
198	\$11,107.29	4.00%	\$1,857.76	\$9,249.54	\$548,077.31
199	\$11,107.29	4.00%	\$1,826.92	\$9,280.37	\$538,796.94
200	\$11,107.29	4.00%	\$1,795.99	\$9,311.30	\$529,485.64
201	\$11,107.29	4.00%	\$1,764.95	\$9,342.34	\$520,143.30
202	\$11,107.29	4.00%	\$1,733.81	\$9,373.48	\$510,769.82
203	\$11,107.29	4.00%	\$1,702.57	\$9,404.73	\$501,365.09
204	\$11,107.29	4.00%	\$1,671.22	\$9,436.08	\$491,929.02
205	\$11,107.29	4.00%	\$1,639.76	\$9,467.53	\$482,461.49
206	\$11,107.29	4.00%	\$1,608.20	\$9,499.09	\$472,962.40
207	\$11,107.29	4.00%	\$1,576.54	\$9,530.75	\$463,431.65
208	\$11,107.29	4.00%	\$1,544.77	\$9,562.52	\$453,869.13
209	\$11,107.29	4.00%	\$1,512.90	\$9,594.40	\$444,274.74
210	\$11,107.29	4.00%	\$1,480.92	\$9,626.38	\$434,648.36
211	\$11,107.29	4.00%	\$1,448.83	\$9,658.46	\$424,989.90
212	\$11,107.29	4.00%	\$1,416.63	\$9,690.66	\$415,299.24
213	\$11,107.29	4.00%	\$1,384.33	\$9,722.96	\$405,576.28
214	\$11,107.29	4.00%	\$1,351.92	\$9,755.37	\$395,820.90
215	\$11,107.29	4.00%	\$1,319.40	\$9,787.89	\$386,033.02
216	\$11,107.29	4.00%	\$1,286.78	\$9,820.52	\$376,212.50
217	\$11,107.29	4.00%	\$1,254.04	\$9,853.25	\$366,359.25
218	\$11,107.29	4.00%	\$1,221.20	\$9,886.09	\$356,473.15
219	\$11,107.29	4.00%	\$1,188.24	\$9,919.05	\$346,554.11
220	\$11,107.29	4.00%	\$1,155.18	\$9,952.11	\$336,601.99
221	\$11,107.29	4.00%	\$1,122.01	\$9,985.29	\$326,616.71
222	\$11,107.29	4.00%	\$1,088.72	\$10,018.57	\$316,598.14
223	\$11,107.29	4.00%	\$1,055.33	\$10,051.97	\$306,546.17
224	\$11,107.29	4.00%	\$1,021.82	\$10,085.47	\$296,460.70
225	\$11,107.29	4.00%	\$988.20	\$10,119.09	\$286,341.61
226	\$11,107.29	4.00%	\$954.47	\$10,152.82	\$276,188.79
227	\$11,107.29	4.00%	\$920.63	\$10,186.66	\$266,002.13
228	\$11,107.29	4.00%	\$886.67	\$10,220.62	\$255,781.51
229	\$11,107.29	4.00%	\$852.61	\$10,254.69	\$245,526.82
230	\$11,107.29	4.00%	\$818.42	\$10,288.87	\$235,237.95
231	\$11,107.29	4.00%	\$784.13	\$10,323.17	\$224,914.79
232	\$11,107.29	4.00%	\$749.72	\$10,357.58	\$214,557.21
233	\$11,107.29	4.00%	\$715.19	\$10,392.10	\$204,165.11
234	\$11,107.29	4.00%	\$680.55	\$10,426.74	\$193,738.37
235	\$11,107.29	4.00%	\$645.79	\$10,461.50	\$183,276.87
236	\$11,107.29	4.00%	\$610.92	\$10,496.37	\$172,780.50
237	\$11,107.29	4.00%	\$575.94	\$10,531.36	\$162,249.14
238	\$11,107.29	4.00%	\$540.83	\$10,566.46	\$151,682.68
239	\$11,107.29	4.00%	\$505.61	\$10,601.68	\$141,081.00
240	\$11,107.29	4.00%	\$470.27	\$10,637.02	\$130,443.98
241	\$11,107.29	4.00%	\$434.81	\$10,672.48	\$119,771.50
242	\$11,107.29	4.00%	\$399.24	\$10,708.05	\$109,063.44
243	\$11,107.29	4.00%	\$363.54	\$10,743.75	\$98,319.70
244	\$11,107.29	4.00%	\$327.73	\$10,779.56	\$87,540.14
245	\$11,107.29	4.00%	\$291.80	\$10,815.49	\$76,724.65
246	\$11,107.29	4.00%	\$255.75	\$10,851.54	\$65,873.10
247	\$11,107.29	4.00%	\$219.58	\$10,887.72	\$54,985.39
248	\$11,107.29	4.00%	\$183.28	\$10,924.01	\$44,061.38

Exhibit D-17

249	\$11,107.29	4.00%	\$146.87	\$10,960.42	\$33,100.96
250	\$11,107.29	4.00%	\$110.34	\$10,996.96	\$22,104.00
251	\$11,107.29	4.00%	\$73.68	\$11,033.61	\$11,070.39
252	\$11,107.29	4.00%	\$36.90	\$11,070.39	(\$0.00)

Exhibit E

Estimated Construction Costs

[please see attached]

BUDGET

BEVERLY LOFTS - PHASE II

519 E. Cherry Street, Springfield, MO 65806

RENOVATION COST - ELIGIBLE FOR TAX CREDITS

Quantity	Description	Per Unit	Total
1	Acquisition	100,000.00	100,000.00
18	Appliances	3,500.00	63,000.00
1	Application Fees	5,000.00	5,000.00
1	Architect & Engineering	40,000.00	40,000.00
1	Cabinets	5,000.00	5,000.00
1	City Utilities Install	7,500.00	7,500.00
18	Cleaning - Final	300.00	5,400.00
1	Concrete Cutting	2,500.00	2,500.00
1	Construction Period Interest	52,500.00	52,500.00
1	Construction Supervision/Contracting	62,400.00	62,400.00
1	Construction Utilities	8,500.00	8,500.00
1	Contengency	45,000.00	45,000.00
18	Counter Tops	2,000.00	36,000.00
60	Curtain Rods	125.00	7,500.00
2	Doors - Exterior Entry	5,000.00	10,000.00
18	Doors - Lofts	2,500.00	45,000.00
18	Door Knobs, Stops etc.	250.00	4,500.00
1	Dumpster & Haul Off	15,000.00	15,000.00
18	Electrical	9,000.00	162,000.00
18	Electrical Fixtures	1,000.00	18,000.00
1	Exterior - Hardyboard Siding	65,000.00	65,000.00
1	Fire Sprinkler	75,000.00	75,000.00
15,390	Flooring - Install - Bamboo	2.85	43,861.50
15,390	Flooring Materials - Bamboo	3.89	59,867.10
18	Framing Labor	7,500.00	135,000.00
1	Foundation	65,000.00	65,000.00
1	General Labor	50,000.00	50,000.00
18	Hardware	1,500.00	27,000.00
18	HVAC	8,500.00	153,000.00
18	Insulation	1,500.00	27,000.00
1	Insurance	15,000.00	15,000.00
1	Iron Work - Railings Etc	10,000.00	10,000.00
1	Landscaping	2,500.00	2,500.00
1	Legal Fees	5,000.00	5,000.00
18	Lumber	7,500.00	135,000.00
2	MailBox	1,400.00	2,800.00
1	Masonry - Labor	75,000.00	75,000.00
1	Masonry - Supplies	50,000.00	50,000.00

18	Painting Labor	3,500.00	63,000.00
18	Painting Supplies	1,500.00	27,000.00
1	Parking lot Improvements	65,000.00	65,000.00
18	Plumbing Labor & Material	8,500.00	153,000.00
14	Porta Pottie	100.00	1,400.00
1	Professional Fees	2,500.00	2,500.00
1	Property Tax	3,500.00	3,500.00
1	Rental Equipment	15,000.00	15,000.00
1	Roofing	35,000.00	35,000.00
18	Sheet Rock - Labor	6,000.00	108,000.00
18	Sheet Rock Material	2,500.00	45,000.00
18	Shelving & Bath Fixtures	750.00	13,500.00
1	Sidwalks etc	5,000.00	5,000.00
1	Structural Steel	7,400.00	7,400.00
1	Supplies & Equipment	25,000.00	25,000.00
1	Survey	5,000.00	5,000.00
1	Temp Fencing	2,500.00	2,500.00
18	Tile - Materials	600.00	10,800.00
18	Tile - Install Labor	750.00	13,500.00
18	Trim - Materials	1,500.00	27,000.00
18	Trim Carpentry - Labor	2,500.00	45,000.00
1	Video Camera System	5,000.00	5,000.00
60	Window Install - Labor	250.00	15,000.00
60	Windows	1,000.00	60,000.00
TOTAL			2,443,928.60

Exhibit E-3

Exhibit F

Original Blight Report and Redevelopment Plan

[please see attached]

**AMENDMENT TO CHAPTER 353 REDEVELOPMENT PLAN
APPLICATION
FOR THE
BEVERLY LOFTS
REDEVELOPMENT AREA**

June 2, 2017

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Highlighted & Underlined sections are part of this amendment to the application.

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Redevelopment Plan

I. Introduction

Beverly Lofts Redevelopment Corporation (the “*Developer*”), has prepared the following plan (the “*Redevelopment Plan*”) for the planned rehabilitation of 525 E. Cherry St., 529 E. Cherry St., and 519 E. Cherry St. into multifamily residential housing (the “*Project*”).

II. Description of the Project

A. Boundaries of the Redevelopment Area

The area to be redeveloped includes two (2) parcels of land, which are addressed at 525 E. Cherry St., 529 E. Cherry St., and 519 E. Cherry St. (the “*Redevelopment Area*”). The Redevelopment Area consists of approximately 0.68 acres of land. A map identifying the Redevelopment Area is attached hereto as Exhibit A and the Redevelopment Area is legally described on Exhibit B attached hereto.

B. Need for Redevelopment

The Developer is currently seeking a blight designation for the Redevelopment Area concurrently with the submission of this Redevelopment Plan. The prosecution of this Redevelopment Plan will eliminate such conditions and create a desirable living environment for residents while increasing the taxable revenues to the City of Springfield.

C. Redevelopment Plan Objectives and Strategies

1. Goals of the Springfield - Greene County Comprehensive Plan

The Redevelopment Area is located within the Center City Study Area (as defined by the City of Springfield’s Center City Plan Element (the “*CCPE*”), which is a component of the Vision 20/20 Springfield-Greene County Comprehensive Plan). The CCPE is a long-term guide for private investments and public improvements for a major part of central Springfield (“*Center City*”).¹ One of the goals of the CCPE is that Center City will continue to be the focal point for higher education and technology development and that Springfield and Center City will be known as “an education and communications city” fulfilling the needs of businesses and students of tomorrow.² Center City includes some of the oldest parts of the Springfield community and, as demonstrated by the current condition of the Redevelopment Area, it suffers from problems commonly resulting from physical deterioration and economic obsolescence.³

The Redevelopment Area is located within the vicinity of MSU and the City of Springfield and Missouri State University (“*MSU*”) executed an agreement establishing direction for the future physical growth of MSU.⁴ This agreement evolved from the desire to redirect the physical expansion of MSU’s campus away from the neighborhoods located to the south and east

¹See page 1-1 of the CCPE.

²See page 1-2 of the CCPE.

³See page 2-10 of the CCPE.

⁴See page 3-38 of the CCPE.

of MSU and to direct it instead toward Greater Downtown's core area around Park Central Square.⁵ Although the Project will be a traditional multi-family development and will not be solely marketed to students of MSU, the Project will add to the overall housing stock available to students and continue to allow for additional development in line with MSU's campus expansion toward Park Central Square.

The Growth Management and Land Use Plan ("*Land Use Plan*"), which is another component of the Vision 20/20 Springfield-Greene County Comprehensive Plan, indicates that the Redevelopment Area and surrounding property is an appropriate area for medium or high density housing. The Land Use Plan also identifies MSU and surrounding areas as an Activity Center.⁶ The Land Use Plan states that one of its objectives for areas identified as Activity Centers is that plans should promote additional or new employment, intensified retail business, higher density housing, and convenient transit service.⁷ The Redevelopment Area is located on the west side of the MSU Activity Center. In addition, the Redevelopment Area conforms to the guidelines for higher-density residential uses, as described in the Land Use Plan.

2. Redevelopment Plan Objectives and Conformance with the Goals of the Springfield - Greene County Comprehensive Plan.

The implementation of this Redevelopment Plan will transform the Redevelopment Area into an attractive location for tenants to reside. This will also help to create additional interest and activity in Center City and provide for additional housing in Center City. Moreover, the Redevelopment Plan will allow for additional development and housing within the MSU Activity Center and will provide for medium to higher density housing as called for by the Land Use Plan. Additionally, the rehabilitation of the Redevelopment Area will increase the taxable revenues to the City, while placing a greater portion of Center City in congruence with the visions of the CCPE discussed above.

III. Land Use Plan

A. *Former and Existing Land Use*

There are currently three (3) structures in the Redevelopment Area. Currently, the three (3) structures are owned by the Family Violence Center, Inc., the operator of a domestic violence shelter known as Harmony House. As discussed in the blight report, Harmony House has decided to relocate to a larger and newer facility. Family Violence Center, Inc. has used the Redevelopment Area as follows: (i) 519 E. Cherry St. is used as an administrative building and day-care; (ii) 525 E. Cherry St. is used as an office building; and (iii) 529 E. Cherry St. is used as an apartment building.

B. *Proposed Land Use*

The Project will be broken up into two (2) phases.

⁵See page 3-38 of the CCPE.

⁶See page 18-34 of the Land Use Plan.

⁷See page 18-28 of the Land Use Plan.

The first phase ("*Phase 1*") will involve rehabilitation of the property addressed at 529 E. Cherry St., which will be rehabilitated into twenty-two (22) one-bedroom and two-bedroom multi-family apartment units, which will accommodate approximately thirty-two (32) residents. The structures currently addressed at 525 E. Cherry St. and 519 E. Cherry St. will be demolished during Phase 1. Site plans and plans and specifications for the Project are attached hereto as Exhibit G and incorporated herein.

The next phase ("*Phase 2*"), will involve the construction of an eighteen (18) to twenty-eight (28) multifamily apartment building. This Redevelopment Plan will be amended to include a Phase 2 site plan, a tax impact analysis, and additional development details prior to the beginning of construction on Phase 2.

C. *Existing and Proposed Zoning*

On November 14, 2016, City Council approved the Developer's proposal to rezone the Redevelopment Area from Planned Development 232 to CC, Center City District with Conditional Overlay District No. 113.

D. *Regulations and Controls*

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances.

IV. Execution of the Project

A. *Execution*

The Developer or its successors in interest will be responsible for executing the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan.

B. *Land Acquisition*

The Developer currently owns the land and improvements in the Redevelopment Area. The Developer does not plan to acquire any additional land.

C. *Financing*

The Developer is utilizing conventional financing to finance the Project and the Developer intends to utilize historic tax credit financing for Phase 1.

D. *Disposition of Property*

No property is proposed to be disposed of within the Redevelopment Area.

E. *Plan for Relocation Assistance*

The Building is currently vacant and as such, there is no need for relocation assistance.

F. *Redevelopment Schedule and Estimated Dates of Completion Redevelopment*

The Developer estimates that each stage of the Project will be completed in accordance with the following schedule:

- Phase # 1:
 - ☐ Pre-Construction (Inspections/Permits): Completed by May 2017
 - ☐ Site Work (Demolition of structures on 519 & 525 E. Cherry St.): Completed by August 2017
 - ☐ Construction of Building: Completed by March 2018
- Phase # 2:
 - ☐ Pre-Construction (Inspections/Permits): Completed by January 2022
 - ☐ Site Work (Demolition): Completed by August 2017
 - ☐ Construction of Building: Completed by June 2022

V. Other Provisions

A. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law.

B. Population Density

The Phase 1 of the Project will consist of twenty-two (22) units on a 0.68 acre site.

C. Public Facilities

The Project will not require any additional public facilities or utilities.

EXHIBIT A

[MAP OF REDEVELOPMENT AREA]

ASSESSOR'S AERIAL MAP



EXHIBIT B

LEGAL DESCRIPTION

LAIRS ADDITION, JOHN LOT 16, 18 AND WEST 3 FEET SOUTH 54 FEET NORTH 98 FEET LOT 20, IN SECTION 24, TOWNSHIP 29 NORTH RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT F
[TAX IMPACT ANALYSIS]

[please see attached]

BEVERLY LOFTS (Phase 1)

Tax Impact Analysis for 529 E. Cherry

City of Springfield, Missouri

June 2, 2017

Beverly Lofts, LLC
P.O. Box 2965
Springfield, MO 65801

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Exhibit F-11

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BEVERLY LOFTS (Phase 1)
2016 Real Estate Assessment & Taxes

529 E. Cherry

Current Assessment Ratio			0%
	Appraised*	Assessed	
Land	\$ 116,100	\$ -	
<u>Improvements</u>	264,300	-	
Total	\$ 380,400	\$ -	

Jurisdiction	Tax	Levy per \$100
City of Springfield	-	0.6177
Springfield -- Greene County Library	-	0.2471
Ozarks Technical College	-	0.1500
Greene County	-	0.1137
Road & Bridge	-	0.1137
State of Missouri	-	0.0300
Sheltered Workshop	-	0.0473
Springfield R-12	-	4.1110
County Seniors' Services	-	0.0500
Commercial Surtax	-	
	\$ -	5.4805

*Per Assessor

BEVERLY LOFTS (Phase 1)
 Tax Impact Analysis -- Assessment Assumptions

Property	2016					
	Appraised*			Assessed		
	Land	Improvements	Total	Land	Improvements	Total
529 E. Cherry	116,100	264,300	380,400	22,059	50,217	72,276
Totals	\$ 116,100	264,300	380,400	\$ 22,059	50,217	72,276

Portion of total value that is land (at completion) 10%
 Assessment ratio (commercial) 32%
 Assessment ratio (residential) 19%

Property	Redeveloped Estimate					
	**Appraised			Assessed		
	Land	Improvements	Total	Land	Improvements	Total
Comm.	-	-	-	-	-	-
Res.	116,100	1,083,000	1,199,100	22,059	205,770	227,829
Totals	\$ 116,100	\$ 1,083,000	\$ 1,199,100	\$ 22,059	\$ 205,770	\$ 227,829

*Total includes only the 529 E. Cherry Parcel

BEVERLY LOFTS (Phase 1)
Tax Impact Analysis
Projected Tax Revenue without Redevelopment

Biennial Growth Rate Assumption - Real Estate Taxes

-1.00%

Year		Assessed Value (\$)			Real Estate Taxes Paid									
					0.6177	0.2471	0.1500	0.1137	0.1137	0.0300	0.0473	4.1110	0.0500	5.4805
					City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R-12	County Seniors Services	Commercial SurTax
Plan	Calendar	Total Land	Total Imp.	Land (r)										Tax Paid
1.0	2018	22,059	50,217	22,059	\$ 446	\$ 179	\$ 108	\$ 82	\$ 82	\$ 22	\$ 34	\$ 2,971	\$ 36	\$ -
2.0	2019	21,838	49,715	21,838	442	177	107	81	81	21	34	2,942	36	-
3.0	2020	21,838	49,715	21,838	442	177	107	81	81	21	34	2,942	36	-
4.0	2021	21,820	49,218	21,820	438	175	106	81	81	21	34	2,912	35	-
5.0	2022	21,820	49,218	21,820	438	175	106	81	81	21	34	2,912	35	-
6.0	2023	21,404	48,726	21,404	433	173	105	80	80	21	33	2,883	35	-
7.0	2024	21,404	48,726	21,404	433	173	105	80	80	21	33	2,883	35	-
8.0	2025	21,190	48,238	21,190	429	172	104	79	79	21	33	2,854	35	-
9.0	2026	21,190	48,238	21,190	429	172	104	79	79	21	33	2,854	35	-
10.0	2027	20,978	47,756	20,978	425	170	103	78	78	21	33	2,826	34	-
11.0	2028	20,978	47,756	20,978	425	170	103	78	78	21	33	2,826	34	-
12.0	2029	20,768	47,278	20,768	420	168	102	77	77	20	32	2,797	34	-
13.0	2030	20,768	47,278	20,768	420	168	102	77	77	20	32	2,797	34	-
14.0	2031	20,560	46,806	20,560	416	166	101	77	77	20	32	2,769	34	-
15.0	2032	20,560	46,806	20,560	416	166	101	77	77	20	32	2,769	34	-
16.0	2033	20,355	46,337	20,355	412	165	100	76	76	20	32	2,742	33	-
17.0	2034	20,355	46,337	20,355	412	165	100	76	76	20	32	2,742	33	-
18.0	2035	20,151	45,874	20,151	408	163	99	75	75	20	31	2,714	33	-
19.0	2036	20,151	45,874	20,151	408	163	99	75	75	20	31	2,714	33	-
20.0	2037	19,950	45,415	19,950	404	162	98	74	74	20	31	2,687	33	-
21.0	2038	19,950	45,415	19,950	404	162	98	74	74	20	31	2,687	33	-
22.0	2039	19,750	44,961	19,750	400	160	97	74	74	19	31	2,660	32	-
23.0	2040	19,750	44,961	19,750	400	160	97	74	74	19	31	2,660	32	-
24.0	2041	19,553	44,512	19,553	396	158	96	73	73	19	30	2,634	32	-
25.0	2042	19,553	44,512	19,553	396	158	96	73	73	19	30	2,634	32	-
TOTAL					\$ 10,490	\$ 4,196	\$ 2,547	\$ 1,831	\$ 1,831	\$ 509	\$ 803	\$ 69,812	\$ 849	\$ -
														\$ 93,069

BEVERLY LOFTS (Phase 1)
Tax Impact Analysis
Projected Taxes with Renovation but without Abatement (acquisition by the Developer)

Biennial Growth Rate Assumption - Real Estate Taxes

2.00%

Year		Assessed Value (\$)				Real Estate Taxes Paid											
						0.6177	0.2471	0.1500	0.1137	0.1137	0.0300	0.0473	4.1110	0.0500	-	5.4805	
Plan	Calendar	Total Land	Total Imp.	Land (R)	Imp. (R)	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R-12	County Seniors' Services	Commercial SurTax	Tax Paid	
1.0	2018	22,059	205,770	22,059	205,770	\$ 1,407	\$ 563	\$ 342	\$ 259	\$ 259	\$ 68	\$ 108	\$ 9,366	\$ 114	\$ -	\$ 12,486	
2.0	2019	22,500	209,885	22,500	209,885	1,435	574	349	264	264	70	110	9,553	116	-	12,736	
3.0	2020	22,500	209,885	22,500	209,885	1,435	574	349	264	264	70	110	9,553	116	-	12,736	
4.0	2021	22,950	214,083	22,950	214,083	1,464	586	356	270	270	71	112	9,744	119	-	12,991	
5.0	2022	22,950	214,083	22,950	214,083	1,464	586	356	270	270	71	112	9,744	119	-	12,991	
6.0	2023	23,409	218,365	23,409	218,365	1,493	597	363	275	275	73	114	9,939	121	-	13,250	
7.0	2024	23,409	218,365	23,409	218,365	1,493	597	363	275	275	73	114	9,939	121	-	13,250	
8.0	2025	23,877	222,732	23,877	222,732	1,523	609	370	280	280	74	117	10,138	123	-	13,515	
9.0	2026	23,877	222,732	23,877	222,732	1,523	609	370	280	280	74	117	10,138	123	-	13,515	
10.0	2027	24,355	227,187	24,355	227,187	1,554	622	377	286	286	75	119	10,341	126	-	13,786	
11.0	2028	24,355	227,187	24,355	227,187	1,554	622	377	286	286	75	119	10,341	126	-	13,786	
12.0	2029	24,842	231,730	24,842	231,730	1,585	634	385	292	292	77	121	10,548	128	-	14,061	
13.0	2030	24,842	231,730	24,842	231,730	1,585	634	385	292	292	77	121	10,548	128	-	14,061	
14.0	2031	25,339	236,365	25,339	236,365	1,617	647	393	298	298	79	124	10,759	131	-	14,343	
15.0	2032	25,339	236,365	25,339	236,365	1,617	647	393	298	298	79	124	10,759	131	-	14,343	
16.0	2033	25,846	241,092	25,846	241,092	1,649	660	400	304	304	80	126	10,974	133	-	14,630	
17.0	2034	25,846	241,092	25,846	241,092	1,649	660	400	304	304	80	126	10,974	133	-	14,630	
18.0	2035	26,363	245,914	26,363	245,914	1,682	673	408	310	310	82	129	11,193	136	-	14,922	
19.0	2036	26,363	245,914	26,363	245,914	1,682	673	408	310	310	82	129	11,193	136	-	14,922	
20.0	2037	26,890	250,832	26,890	250,832	1,715	686	417	316	316	83	131	11,417	139	-	15,221	
21.0	2038	26,890	250,832	26,890	250,832	1,715	686	417	316	316	83	131	11,417	139	-	15,221	
22.0	2039	27,428	255,849	27,428	255,849	1,750	700	425	322	322	85	134	11,646	142	-	15,525	
23.0	2040	27,428	255,849	27,428	255,849	1,750	700	425	322	322	85	134	11,646	142	-	15,525	
24.0	2041	27,976	260,966	27,976	260,966	1,785	714	433	329	329	87	137	11,878	144	-	15,835	
25.0	2042	27,976	260,966	27,976	260,966	1,785	714	433	329	329	87	137	11,878	144	-	15,835	
TOTAL						\$ 39,912	\$ 15,966	\$ 9,692	\$ 7,347	\$ 7,347	\$ 1,938	\$ 3,056	\$ 265,627	\$ 3,231	\$ -	\$ 354,116	

BEVERLY LOFTS (Phase 1)

Tax Impact Analysis

Projected Tax Impact following proposed Renovation and Abatement

Biennial Growth Rate Assumption - Real Estate Taxes

2.00%

Year		Assessed Value (\$)					Real Estate Taxes Paid											
							0.6177	0.2471	0.1500	0.1137	0.1137	0.0300	0.0473	4.1110	0.0500	-	5.4805	
Plan	Calendar	Total Land	Total Imp.	Land (r)	Land (R)	Imp. (R)	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R-12	County Seniors' Services	Commercial SurTax	Tax Paid	PILOTs Paid
1.0	2018	22,059	-	22,059	-	-	\$ 136	\$ 55	\$ 33	\$ 25	\$ 25	\$ 7	\$ 10	\$ 907	\$ 11	\$ -	\$ 1,209	\$ 1,398
2.0	2019	22,059	-	22,059	-	-	136	55	33	25	25	7	10	907	11	-	1,209	1,398
3.0	2020	22,059	-	22,059	-	-	136	55	33	25	25	7	10	907	11	-	1,209	1,398
4.0	2021	22,059	-	22,059	-	-	136	55	33	25	25	7	10	907	11	-	1,209	1,398
5.0	2022	22,059	-	22,059	-	-	136	55	33	25	25	7	10	907	11	-	1,209	1,398
6.0	2023	22,059	-	22,059	-	-	136	55	33	25	25	7	10	907	11	-	1,209	1,398
7.0	2024	22,059	-	22,059	-	-	136	55	33	25	25	7	10	907	11	-	1,209	1,398
8.0	2025	22,059	-	22,059	-	-	136	55	33	25	25	7	10	907	11	-	1,209	1,398
9.0	2026	22,059	-	22,059	-	-	136	55	33	25	25	7	10	907	11	-	1,209	1,398
10.0	2027	22,059	-	22,059	-	-	136	55	33	25	25	7	10	907	11	-	1,209	1,398
11.0	2028	12,177	113,593	-	12,177.46	113,593	777	311	189	143	143	38	59	5,170	63	-	6,893	-
12.0	2029	12,421	115,865	-	12,421.01	115,865	792	317	192	146	146	38	61	5,274	64	-	7,031	-
13.0	2030	12,421	115,865	-	12,421.01	115,865	792	317	192	146	146	38	61	5,274	64	-	7,031	-
14.0	2031	12,669	118,183	-	12,669.43	118,183	808	323	196	149	149	39	62	5,379	65	-	7,171	-
15.0	2032	12,669	118,183	-	12,669.43	118,183	808	323	196	149	149	39	62	5,379	65	-	7,171	-
16.0	2033	12,923	120,546	-	12,923.82	120,546	824	330	200	152	152	40	63	5,487	67	-	7,315	-
17.0	2034	12,923	120,546	-	12,923.82	120,546	824	330	200	152	152	40	63	5,487	67	-	7,315	-
18.0	2035	13,181	122,957	-	13,181.27	122,957	841	336	204	155	155	41	64	5,597	68	-	7,461	-
19.0	2036	13,181	122,957	-	13,181.27	122,957	841	336	204	155	155	41	64	5,597	68	-	7,461	-
20.0	2037	13,445	125,416	-	13,444.90	125,416	858	343	208	158	158	42	66	5,709	69	-	7,610	-
21.0	2038	13,445	125,416	-	13,444.90	125,416	858	343	208	158	158	42	66	5,709	69	-	7,610	-
22.0	2039	13,714	127,925	-	13,713.80	127,925	875	350	212	161	161	42	67	5,823	71	-	7,762	-
23.0	2040	13,714	127,925	-	13,713.80	127,925	875	350	212	161	161	42	67	5,823	71	-	7,762	-
24.0	2041	13,988	130,483	-	13,988.07	130,483	892	357	217	164	164	43	68	5,939	72	-	7,918	-
25.0	2042	13,988	130,483	-	13,988.07	130,483	892	357	217	164	164	43	68	5,939	72	-	7,918	-
TOTAL							\$ 13,922	\$ 5,569	\$ 3,381	\$ 2,563	\$ 2,563	\$ 676	\$ 1,066	\$ 92,653	\$ 1,127	\$ -	\$ 123,519	\$ 13,985

BEVERLY LOFTS (Phase 1)

Tax Impact Analysis - Distribution of PILOTs

Annual payments are based on the estimated real property taxes that would be paid on the improvements in 2017 if they were not tax exempt, but rather had an residential assessed valuation of \$25,517 that was based on an appraised value equal to the contract purchase price of the Redevelopment Area (\$366,500) minus the the Greene County Assessor's valuation of the land in said Area (232,200).

Year		PILOTs Paid to Taxing Jurisdictions											
Plan	Calendar	PILOTs (\$)	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R-12	County Seniors' Services	Commercial SurTax	PILOTs Paid
1.0	2018	\$ 1,398	\$ 158	\$ 63	\$ 38	\$ 29	\$ 29	\$ 8	\$ 12	\$ 1,049	\$ 13	\$ -	\$ 1,398
2.0	2019	1,398	158	63	38	29	29	8	12	1,049	13	-	1,398
3.0	2020	1,398	158	63	38	29	29	8	12	1,049	13	-	1,398
4.0	2021	1,398	158	63	38	29	29	8	12	1,049	13	-	1,398
5.0	2022	1,398	158	63	38	29	29	8	12	1,049	13	-	1,398
6.0	2023	1,398	158	63	38	29	29	8	12	1,049	13	-	1,398
7.0	2024	1,398	158	63	38	29	29	8	12	1,049	13	-	1,398
8.0	2025	1,398	158	63	38	29	29	8	12	1,049	13	-	1,398
9.0	2026	1,398	158	63	38	29	29	8	12	1,049	13	-	1,398
10.0	2027	1,398	158	63	38	29	29	8	12	1,049	13	-	1,398
11.0	2028	-	-	-	-	-	-	-	-	-	-	-	-
12.0	2029	-	-	-	-	-	-	-	-	-	-	-	-
13.0	2030	-	-	-	-	-	-	-	-	-	-	-	-
14.0	2031	-	-	-	-	-	-	-	-	-	-	-	-
15.0	2032	-	-	-	-	-	-	-	-	-	-	-	-
16.0	2033	-	-	-	-	-	-	-	-	-	-	-	-
17.0	2034	-	-	-	-	-	-	-	-	-	-	-	-
18.0	2035	-	-	-	-	-	-	-	-	-	-	-	-
19.0	2036	-	-	-	-	-	-	-	-	-	-	-	-
20.0	2037	-	-	-	-	-	-	-	-	-	-	-	-
21.0	2038	-	-	-	-	-	-	-	-	-	-	-	-
22.0	2039	-	-	-	-	-	-	-	-	-	-	-	-
23.0	2040	-	-	-	-	-	-	-	-	-	-	-	-
24.0	2041	-	-	-	-	-	-	-	-	-	-	-	-
25.0	2042	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL		\$ 13,985	\$ 1,576	\$ 631	\$ 383	\$ 290	\$ 290	\$ 77	\$ 121	\$ 10,490	\$ 128	\$ -	\$ 13,985

BEVERLY LOFTS (Phase 1) Tax Impact Analysis

Jurisdiction	Tax Revenue			Impact on Juris.
	Without Redevelopment or Abatement	With Redevelopment and Abatement*		
City of Springfield	\$ 10,489.67	\$ 15,497.87	\$	5,008.19
Greene County Library	\$ 4,196.21	\$ 6,199.65	\$	2,003.44
Ozarks Technical College	\$ 2,547.27	\$ 3,763.44	\$	1,216.17
Greene County	\$ 1,930.83	\$ 2,852.69	\$	921.86
Road & Bridge	\$ 1,930.83	\$ 2,852.69	\$	921.86
State of Missouri	\$ 509.45	\$ 752.69	\$	243.23
Sheltered Workshop	\$ 803.24	\$ 1,186.74	\$	383.50
Springfield R-12	\$ 69,812.27	\$ 103,143.48	\$	33,331.21
County Seniors' Services	\$ 849.09	\$ 1,254.48	\$	405.39
Commercial SurTax	\$ -	\$ -	\$	-
Total	\$ 93,068.87	\$ 137,503.73	\$	44,434.86

*Includes Taxes and PILOTS

Pro Forma for the
Beverly Lofts Redevelopment Area

Projected Income & Expenses													
	2018 Projections	2018 w/Abatement	2019 Projections	2019 w/Abatement	2020 Projections stabilized	2020 w/Abatement	2021 Projections	2021 w/Abatement	2022 Projections	2022 w/Abatement	2023 Projections	2023 w/Abatement	2024 Projections
INCOME:													
Apartment	\$ 43,050.00	\$ 43,050.00	\$ 103,320.00	\$ 103,320.00	\$ 172,200.00	\$ 172,200.00	\$ 175,644.00	\$ 175,644.00	\$ 179,156.88	\$ 179,156.88	\$ 182,740.02	\$ 182,740.02	\$ 186,394.82
	-	-	-	-	-	-	-	-	-	-	-	-	-
Gross Income	\$ 43,050.00	\$ 43,050.00	\$ 103,320.00	\$ 103,320.00	\$ 172,200.00	\$ 172,200.00	\$ 175,644.00	\$ 175,644.00	\$ 179,156.88	\$ 179,156.88	\$ 182,740.02	\$ 182,740.02	\$ 186,394.82
Less Condominium Vacancy	\$ -	\$ -	\$ -	\$ -	\$ (8,610.00)	\$ (8,610.00)	\$ (8,782.20)	\$ (8,782.20)	\$ (8,957.84)	\$ (8,957.84)	\$ (9,137.00)	\$ (9,137.00)	\$ (9,319.74)
	-	-	-	-	-	-	-	-	-	-	-	-	-
Adjusted Gross Income	\$ 43,050.00	\$ 43,050.00	\$ 103,320.00	\$ 103,320.00	\$ 163,590.00	\$ 163,590.00	\$ 166,861.80	\$ 166,861.80	\$ 170,199.04	\$ 170,199.04	\$ 173,603.02	\$ 173,603.02	\$ 177,075.08
EXPENSES:													
Real Estate Taxes (Including PILOTs)	\$ (1,486)	\$ (2,607)	\$ (1,736)	\$ (2,607)	\$ (1,736)	\$ (2,607)	\$ (1,991)	\$ (2,607)	\$ (1,991)	\$ (2,607)	\$ (1,250)	\$ (2,607)	\$ (1,250)
Insurance - Apartments	6,612	6,612	6,612	6,612	(6,544)	(6,544)	(6,740)	(6,740)	(6,942)	(6,942)	(7,150)	(7,150)	(7,365)
Reserves - Apartments	2,500	2,500	(2,066)	(2,066)	(3,272)	(3,272)	(3,370)	(3,370)	(3,471)	(3,471)	(3,575)	(3,575)	(3,682)
Utilities	(2,583)	(2,583)	(6,199)	(6,199)	(9,815)	(9,815)	(10,110)	(10,110)	(10,413)	(10,413)	(10,726)	(10,726)	(11,047)
Advertising	(732)	(732)	(1,756)	(1,756)	(2,781)	(2,781)	(2,864)	(2,864)	(2,950)	(2,950)	(3,039)	(3,039)	(3,130)
Maintenance	(4,736)	(4,736)	(11,365)	(11,365)	(17,995)	(17,995)	(18,535)	(18,535)	(19,091)	(19,091)	(19,664)	(19,664)	(20,253)
Management Fee	(3,444)	(3,444)	(8,266)	(8,266)	(13,087)	(13,087)	(13,480)	(13,480)	(13,884)	(13,884)	(14,301)	(14,301)	(14,730)
Total Expenses	\$ (14,868.52)	\$ (4,989.75)	\$ (35,776.73)	\$ (25,648.24)	\$ (66,229.82)	\$ (56,101.33)	\$ (68,089.36)	\$ (57,706.15)	\$ (69,742.32)	\$ (59,359.11)	\$ (71,704.68)	\$ (61,061.66)	\$ (73,458.31)
Net Operating Income	\$ 28,181.48	\$ 38,060.25	\$ 67,543.27	\$ 77,671.76	\$ 97,360.18	\$ 107,488.67	\$ 98,772.44	\$ 109,155.65	\$ 100,456.72	\$ 110,839.92	\$ 101,898.33	\$ 112,541.35	\$ 103,616.77
Less Debt Service	(167,788.36)	(67,788.36)	(167,788.36)	(67,788.36)	(167,788.36)	(67,788.36)	(167,788.36)	(67,788.36)	(167,788.36)	(67,788.36)	(167,788.36)	(67,788.36)	(167,788.36)
Cash Flow	\$ (39,606.88)	\$ (29,728.11)	\$ (245.09)	\$ 9,883.40	\$ 29,571.82	\$ 39,700.31	\$ 30,984.08	\$ 41,367.29	\$ 32,668.36	\$ 43,051.56	\$ 34,109.97	\$ 44,752.99	\$ 35,828.41
Cash-on-Cash Return	-3.55%	-2.67%	-0.02%	0.89%	2.65%	3.56%	2.78%	3.74%	2.93%	3.86%	3.06%	4.01%	3.21%
Return Analysis follows this Pro Forma													
after year 2020 stabilization													
		Annual Expense Increase	3.0%										
		Annual Rent Increase	2.0%										
		Condominium Vacancy Loss	5.0%										
		Commercial/Retail Vacancy Loss	5.0%										
		Management Fee	8.0%										
		Insurance	4.0%										
		Reserves - Commercial/Retail	2.0%										
		Utilities	6.0%										
		Advertising	1.7%										
		Maintenance	11.0%										

Pro Forma for the
Beverly Lofts Redevelopment Area

Projected Income & Expen													
	2024	2025	2025	2026	2026	2027	2027	2028	2028	2029	2029	2030	2030
	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement
INCOME:													
Apartments	\$ 186,394.82	\$ 190,022.71	\$ 190,022.71	\$ 193,925.17	\$ 193,925.17	\$ 197,803.67	\$ 197,803.67	\$ 201,759.75	\$ 201,759.75	\$ 205,794.94	\$ 205,794.94	\$ 209,910.84	\$ 209,910.84
Gross Income	\$ 186,394.82	\$ 190,022.71	\$ 190,022.71	\$ 193,925.17	\$ 193,925.17	\$ 197,803.67	\$ 197,803.67	\$ 201,759.75	\$ 201,759.75	\$ 205,794.94	\$ 205,794.94	\$ 209,910.84	\$ 209,910.84
Less Condominium Vacancy	\$ (9,319.74)	\$ (9,506.14)	\$ (9,506.14)	\$ (9,696.26)	\$ (9,696.26)	\$ (9,890.18)	\$ (9,890.18)	\$ (10,087.99)	\$ (10,087.99)	\$ (10,289.75)	\$ (10,289.75)	\$ (10,495.54)	\$ (10,495.54)
Adjusted Gross Income	\$ 177,075.08	\$ 180,516.58	\$ 180,516.58	\$ 184,228.91	\$ 184,228.91	\$ 187,913.49	\$ 187,913.49	\$ 191,671.76	\$ 191,671.76	\$ 195,505.19	\$ 195,505.19	\$ 199,415.30	\$ 199,415.30
EXPENSES:													
Real Estate Taxes (Including PILOTS)	\$ (2,607)	\$ (3,515)	\$ (2,607)	\$ (3,515)	\$ (2,607)	\$ (3,786)	\$ (2,607)	\$ (3,786)	\$ (6,893)	\$ (14,061)	\$ (7,031)	\$ (14,061)	\$ (7,031)
Insurance - Apartments	(7,365)	(7,586)	(7,586)	(7,813)	(7,813)	(8,048)	(8,048)	(8,289)	(8,289)	(8,538)	(8,538)	(8,794)	(8,794)
Reserves - Apartments	(3,682)	(3,793)	(3,793)	(3,907)	(3,907)	(4,024)	(4,024)	(4,145)	(4,145)	(4,269)	(4,269)	(4,397)	(4,397)
Utilities	(11,047)	(11,379)	(11,379)	(11,720)	(11,720)	(12,072)	(12,072)	(12,434)	(12,434)	(12,807)	(12,807)	(13,191)	(13,191)
Advertising	(3,190)	(3,224)	(3,224)	(3,321)	(3,321)	(3,420)	(3,420)	(3,523)	(3,523)	(3,629)	(3,629)	(3,737)	(3,737)
Maintenance	(20,253)	(20,861)	(20,861)	(21,487)	(21,487)	(22,131)	(22,131)	(22,795)	(22,795)	(23,479)	(23,479)	(24,184)	(24,184)
Management Fee	(14,730)	(15,072)	(15,072)	(15,627)	(15,627)	(16,096)	(16,096)	(16,578)	(16,578)	(17,076)	(17,076)	(17,588)	(17,588)
Total Expenses	\$ (62,815.29)	\$ (75,529.56)	\$ (64,621.53)	\$ (77,389.98)	\$ (66,481.95)	\$ (79,576.53)	\$ (68,398.19)	\$ (81,950.25)	\$ (74,667.38)	\$ (83,858.90)	\$ (76,828.17)	\$ (85,952.82)	\$ (78,922.10)
Net Operating Income	\$ 114,259.78	\$ 105,087.02	\$ 115,995.05	\$ 106,838.93	\$ 117,746.96	\$ 108,336.96	\$ 119,515.30	\$ 110,721.51	\$ 117,014.38	\$ 111,646.29	\$ 118,677.02	\$ 113,462.47	\$ 120,493.20
Less Debt Service	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)
Cash Flow	\$ 46,471.43	\$ 37,298.66	\$ 48,206.69	\$ 39,050.57	\$ 49,958.60	\$ 40,548.60	\$ 51,726.94	\$ 42,933.15	\$ 49,226.02	\$ 43,857.94	\$ 50,888.66	\$ 45,674.12	\$ 52,704.84
Cash-on-Cash Return	4.1%	3.35%	4.32%	3.50%	4.48%	3.64%	4.4%						
Return Analysis follows this Pro Forma after year 2020 stabilization													

Pro Forma for the
Beverly Lofts Redevelopment Area

Projected Income & Expen													
	2031 Projections	2031 w/Abatement	2032 Projections	2032 w/Abatement	2033 Projections	2033 w/Abatement	2034 Projections	2034 w/Abatement	2035 Projections	2035 w/Abatement	2036 Projections	2036 w/Abatement	2037 Projections
INCOME:													
Apartments	\$ 214,109.06	\$ 214,109.06	\$ 218,391.24	\$ 218,391.24	\$ 222,759.06	\$ 222,759.06	\$ 227,214.24	\$ 227,214.24	\$ 231,758.53	\$ 231,758.53	\$ 236,399.70	\$ 236,399.70	\$ 241,121.57
	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
Gross Income	\$ 214,109.06	\$ 214,109.06	\$ 218,391.24	\$ 218,391.24	\$ 222,759.06	\$ 222,759.06	\$ 227,214.24	\$ 227,214.24	\$ 231,758.53	\$ 231,758.53	\$ 236,399.70	\$ 236,399.70	\$ 241,121.57
Less Condominium Vacancy	\$ (10,705.45)	\$ (10,705.45)	\$ (10,919.56)	\$ (10,919.56)	\$ (11,137.95)	\$ (11,137.95)	\$ (11,360.71)	\$ (11,360.71)	\$ (11,587.93)	\$ (11,587.93)	\$ (11,819.68)	\$ (11,819.68)	\$ (12,056.08)
	-	-	-	-	-	-	-	-	-	-	-	-	-
Adjusted Gross Income	\$ 203,403.60	\$ 203,403.60	\$ 207,471.68	\$ 207,471.68	\$ 211,621.11	\$ 211,621.11	\$ 215,853.53	\$ 215,853.53	\$ 220,170.60	\$ 220,170.60	\$ 224,579.01	\$ 224,579.01	\$ 229,065.49
EXPENSES:													
Real Estate Taxes (Including PILOTS)	\$ (14,343)	\$ (7,171)	\$ (14,343)	\$ (7,171)	\$ (14,630)	\$ (7,315)	\$ (14,630)	\$ (7,315)	\$ (14,922)	\$ (7,461)	\$ (14,922)	\$ (7,461)	\$ (15,221)
Insurance - Apartments	\$ (9,058)	\$ (9,058)	\$ (9,330)	\$ (9,330)	\$ (9,609)	\$ (9,609)	\$ (9,898)	\$ (9,898)	\$ (10,195)	\$ (10,195)	\$ (10,501)	\$ (10,501)	\$ (10,846)
	-	-	-	-	-	-	-	-	-	-	-	-	-
Reserves - Apartments	\$ (4,529)	\$ (4,529)	\$ (4,665)	\$ (4,665)	\$ (4,805)	\$ (4,805)	\$ (4,949)	\$ (4,949)	\$ (5,097)	\$ (5,097)	\$ (5,250)	\$ (5,250)	\$ (5,408)
	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	\$ (13,587)	\$ (13,587)	\$ (13,994)	\$ (13,994)	\$ (14,414)	\$ (14,414)	\$ (14,847)	\$ (14,847)	\$ (15,292)	\$ (15,292)	\$ (15,751)	\$ (15,751)	\$ (16,233)
Advertising	\$ (3,850)	\$ (3,850)	\$ (3,965)	\$ (3,965)	\$ (4,084)	\$ (4,084)	\$ (4,207)	\$ (4,207)	\$ (4,333)	\$ (4,333)	\$ (4,463)	\$ (4,463)	\$ (4,597)
Maintenance	\$ (24,909)	\$ (24,909)	\$ (25,656)	\$ (25,656)	\$ (26,426)	\$ (26,426)	\$ (27,219)	\$ (27,219)	\$ (28,035)	\$ (28,035)	\$ (28,877)	\$ (28,877)	\$ (29,743)
Management Fee	\$ (8,116)	\$ (8,116)	\$ (8,659)	\$ (8,659)	\$ (9,219)	\$ (9,219)	\$ (9,796)	\$ (9,796)	\$ (10,389)	\$ (10,389)	\$ (11,001)	\$ (11,001)	\$ (11,631)
	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	\$ (88,390.79)	\$ (81,219.45)	\$ (90,612.24)	\$ (83,440.89)	\$ (93,187.18)	\$ (85,872.41)	\$ (95,543.91)	\$ (88,229.14)	\$ (98,263.93)	\$ (90,802.86)	\$ (100,764.18)	\$ (93,303.12)	\$ (103,637.89)
Net Operating Income	\$ 115,012.81	\$ 122,189.15	\$ 116,859.44	\$ 124,950.35	\$ 118,433.93	\$ 125,746.70	\$ 120,309.63	\$ 127,604.39	\$ 121,906.67	\$ 129,367.74	\$ 123,809.83	\$ 131,270.90	\$ 125,427.61
Less Debt Service	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)	\$ (67,788.36)
Cash Flow	\$ 47,224.45	\$ 54,399.79	\$ 49,071.08	\$ 56,242.42	\$ 50,645.57	\$ 57,958.34	\$ 52,521.27	\$ 59,816.03	\$ 54,118.32	\$ 61,579.38	\$ 56,021.47	\$ 63,482.54	\$ 57,639.25
Cash-on-Cash Return													
Return Analysis follows this Pro Forma after year 2030 stabilization													

Pro Forma for the Beverly Lofts Redevelopment Area

[illegible]

Return Analysis

Cash-on-Cash Return (with Abatement)

	Construction	Year 1	Year 2	Year 3
Initial Equity/Residual Value	(1,114,985)			
Cash Flow		(29,728)	9,883	39,700
Total Cash Flow	(1,114,985)	(29,728)	9,883	39,700
Cumulative Cash Flow	(1,114,985)	(1,144,713)	(1,134,829)	(1,095,129)
Cumulative Cash on Cash Return at Stabilization				-98.22%
Year 3 Cash on Cash Return				3.56%

Cash-on-Cash Return (without Abatement)

	Construction	Year 1	Year 2	Year 3
Initial Equity	(1,114,985)			
Cash Flow		(39,607)	(245)	29,572
Total Cash Flow	(1,114,985)	(39,607)	(245)	29,572
	(1,114,985)	(1,154,592)	(1,154,837)	(1,125,265)
Cumulative Cash on Cash Return at Stabilization				-100.92%
Year 3 Cash on Cash Return				2.65%

Project Assumptions (with Abatement)			
Beverly Lofts Rehab Costs - QRE's	1,778,995		
Beverly Lofts - Acquisition + Non QRE's	248,250		
Total Investment:	<u>2,027,245</u>		
Private Debt:		912,260	
Private Equity (includes HTC equity):		1,114,985	
HTC Estimate of Private Equity:	693,808		
Construction Period	2017		
Proforma Start	Jan-18		
Sale Price:			
Cap Rate	5.42%		
Yr. 10 NOI		119,515	
capitalized		2,205,079	
6% sale commission		<u>(132,305)</u>	
		2,072,775	
Debt Payoff		<u>(551,461)</u>	
Net Amount Valued		\$ 1,521,314	

Project Assumptions (without Abatement)			
Beverly Lofts Rehab Costs - QRE's	1,778,995		
Beverly Lofts - Acquisition + Non QRE's	248,250		
Total Investment:	<u>2,027,245</u>		
Private Debt:		912,260	
Private Equity:		1,114,985	
HTC Estimate of Private Equity:	693,808		
Construction Period	2017		
Proforma Start	Jan-18		
Sale Price:			
Cap Rate	5.42%		
Yr. 10 NOI		108,337	
capitalized		1,998,837	
6% sale commission		<u>(119,930)</u>	
		1,878,907	
Debt Payoff		<u>(551,461)</u>	
Net Amount Valued		\$ 1,327,446	

Beverly Lofts Ammortization	
Loan Amount	\$912,260.25
Term in Months	240
Interest Rate	4.250%
Monthly Payment	(\$5,649.03)
Annual Payment	(\$67,788.36)

<u>Month</u>	<u>Total Pmt.</u>	<u>Int. Rate</u>	<u>Int. Pmt.</u>	<u>Prin. Pmt.</u>	<u>Principal Balance</u>
Beg. Bal.					\$912,260.25
1	\$5,649.03	4.25%	\$3,230.92	\$2,418.11	\$909,842.14
2	\$5,649.03	4.25%	\$3,222.36	\$2,426.67	\$907,415.47
3	\$5,649.03	4.25%	\$3,213.76	\$2,435.27	\$904,980.20
4	\$5,649.03	4.25%	\$3,205.14	\$2,443.89	\$902,536.31
5	\$5,649.03	4.25%	\$3,196.48	\$2,452.55	\$900,083.76
6	\$5,649.03	4.25%	\$3,187.80	\$2,461.23	\$897,622.53
7	\$5,649.03	4.25%	\$3,179.08	\$2,469.95	\$895,152.58
8	\$5,649.03	4.25%	\$3,170.33	\$2,478.70	\$892,673.88
9	\$5,649.03	4.25%	\$3,161.55	\$2,487.48	\$890,186.41
10	\$5,649.03	4.25%	\$3,152.74	\$2,496.29	\$887,690.12
11	\$5,649.03	4.25%	\$3,143.90	\$2,505.13	\$885,184.99
12	\$5,649.03	4.25%	\$3,135.03	\$2,514.00	\$882,670.99
13	\$5,649.03	4.25%	\$3,126.13	\$2,522.90	\$880,148.09
14	\$5,649.03	4.25%	\$3,117.19	\$2,531.84	\$877,616.25
15	\$5,649.03	4.25%	\$3,108.22	\$2,540.81	\$875,075.44
16	\$5,649.03	4.25%	\$3,099.23	\$2,549.80	\$872,525.64
17	\$5,649.03	4.25%	\$3,090.19	\$2,558.83	\$869,966.81
18	\$5,649.03	4.25%	\$3,081.13	\$2,567.90	\$867,398.91
19	\$5,649.03	4.25%	\$3,072.04	\$2,576.99	\$864,821.92
20	\$5,649.03	4.25%	\$3,062.91	\$2,586.12	\$862,235.80
21	\$5,649.03	4.25%	\$3,053.75	\$2,595.28	\$859,640.52
22	\$5,649.03	4.25%	\$3,044.56	\$2,604.47	\$857,036.05
23	\$5,649.03	4.25%	\$3,035.34	\$2,613.69	\$854,422.35
24	\$5,649.03	4.25%	\$3,026.08	\$2,622.95	\$851,799.40
25	\$5,649.03	4.25%	\$3,016.79	\$2,632.24	\$849,167.16
26	\$5,649.03	4.25%	\$3,007.47	\$2,641.56	\$846,525.60
27	\$5,649.03	4.25%	\$2,998.11	\$2,650.92	\$843,874.68
28	\$5,649.03	4.25%	\$2,988.72	\$2,660.31	\$841,214.38
29	\$5,649.03	4.25%	\$2,979.30	\$2,669.73	\$838,544.65
30	\$5,649.03	4.25%	\$2,969.85	\$2,679.18	\$835,865.46
31	\$5,649.03	4.25%	\$2,960.36	\$2,688.67	\$833,176.79
32	\$5,649.03	4.25%	\$2,950.83	\$2,698.20	\$830,478.59
33	\$5,649.03	4.25%	\$2,941.28	\$2,707.75	\$827,770.84
34	\$5,649.03	4.25%	\$2,931.69	\$2,717.34	\$825,053.50
35	\$5,649.03	4.25%	\$2,922.06	\$2,726.97	\$822,326.54
36	\$5,649.03	4.25%	\$2,912.41	\$2,736.62	\$819,589.91
37	\$5,649.03	4.25%	\$2,902.71	\$2,746.32	\$816,843.60
38	\$5,649.03	4.25%	\$2,892.99	\$2,756.04	\$814,087.55
39	\$5,649.03	4.25%	\$2,883.23	\$2,765.80	\$811,321.75
40	\$5,649.03	4.25%	\$2,873.43	\$2,775.60	\$808,546.15

41	\$5,649.03	4.25%	\$2,863.60	\$2,785.43	\$805,760.72
42	\$5,649.03	4.25%	\$2,853.74	\$2,795.29	\$802,965.43
43	\$5,649.03	4.25%	\$2,843.84	\$2,805.19	\$800,160.23
44	\$5,649.03	4.25%	\$2,833.90	\$2,815.13	\$797,345.11
45	\$5,649.03	4.25%	\$2,823.93	\$2,825.10	\$794,520.01
46	\$5,649.03	4.25%	\$2,813.93	\$2,835.10	\$791,684.90
47	\$5,649.03	4.25%	\$2,803.88	\$2,845.15	\$788,839.76
48	\$5,649.03	4.25%	\$2,793.81	\$2,855.22	\$785,984.53
49	\$5,649.03	4.25%	\$2,783.70	\$2,865.33	\$783,119.20
50	\$5,649.03	4.25%	\$2,773.55	\$2,875.48	\$780,243.72
51	\$5,649.03	4.25%	\$2,763.36	\$2,885.67	\$777,358.05
52	\$5,649.03	4.25%	\$2,753.14	\$2,895.89	\$774,462.16
53	\$5,649.03	4.25%	\$2,742.89	\$2,906.14	\$771,556.02
54	\$5,649.03	4.25%	\$2,732.59	\$2,916.44	\$768,639.58
55	\$5,649.03	4.25%	\$2,722.27	\$2,926.76	\$765,712.82
56	\$5,649.03	4.25%	\$2,711.90	\$2,937.13	\$762,775.69
57	\$5,649.03	4.25%	\$2,701.50	\$2,947.53	\$759,828.16
58	\$5,649.03	4.25%	\$2,691.06	\$2,957.97	\$756,870.18
59	\$5,649.03	4.25%	\$2,680.58	\$2,968.45	\$753,901.74
60	\$5,649.03	4.25%	\$2,670.07	\$2,978.96	\$750,922.77
61	\$5,649.03	4.25%	\$2,659.52	\$2,989.51	\$747,933.26
62	\$5,649.03	4.25%	\$2,648.93	\$3,000.10	\$744,933.16
63	\$5,649.03	4.25%	\$2,638.30	\$3,010.72	\$741,922.44
64	\$5,649.03	4.25%	\$2,627.64	\$3,021.39	\$738,901.05
65	\$5,649.03	4.25%	\$2,616.94	\$3,032.09	\$735,868.96
66	\$5,649.03	4.25%	\$2,606.20	\$3,042.83	\$732,826.13
67	\$5,649.03	4.25%	\$2,595.43	\$3,053.60	\$729,772.53
68	\$5,649.03	4.25%	\$2,584.61	\$3,064.42	\$726,708.11
69	\$5,649.03	4.25%	\$2,573.76	\$3,075.27	\$723,632.84
70	\$5,649.03	4.25%	\$2,562.87	\$3,086.16	\$720,546.68
71	\$5,649.03	4.25%	\$2,551.94	\$3,097.09	\$717,449.58
72	\$5,649.03	4.25%	\$2,540.97	\$3,108.06	\$714,341.52
73	\$5,649.03	4.25%	\$2,529.96	\$3,119.07	\$711,222.45
74	\$5,649.03	4.25%	\$2,518.91	\$3,130.12	\$708,092.33
75	\$5,649.03	4.25%	\$2,507.83	\$3,141.20	\$704,951.13
76	\$5,649.03	4.25%	\$2,496.70	\$3,152.33	\$701,798.80
77	\$5,649.03	4.25%	\$2,485.54	\$3,163.49	\$698,635.31
78	\$5,649.03	4.25%	\$2,474.33	\$3,174.70	\$695,460.61
79	\$5,649.03	4.25%	\$2,463.09	\$3,185.94	\$692,274.67
80	\$5,649.03	4.25%	\$2,451.81	\$3,197.22	\$689,077.45
81	\$5,649.03	4.25%	\$2,440.48	\$3,208.55	\$685,868.90
82	\$5,649.03	4.25%	\$2,429.12	\$3,219.91	\$682,648.99
83	\$5,649.03	4.25%	\$2,417.72	\$3,231.31	\$679,417.67
84	\$5,649.03	4.25%	\$2,406.27	\$3,242.76	\$676,174.92
85	\$5,649.03	4.25%	\$2,394.79	\$3,254.24	\$672,920.67
86	\$5,649.03	4.25%	\$2,383.26	\$3,265.77	\$669,654.90
87	\$5,649.03	4.25%	\$2,371.69	\$3,277.34	\$666,377.57
88	\$5,649.03	4.25%	\$2,360.09	\$3,288.94	\$663,088.62
89	\$5,649.03	4.25%	\$2,348.44	\$3,300.59	\$659,788.03
90	\$5,649.03	4.25%	\$2,336.75	\$3,312.28	\$656,475.75
91	\$5,649.03	4.25%	\$2,325.02	\$3,324.01	\$653,151.74
92	\$5,649.03	4.25%	\$2,313.25	\$3,335.78	\$649,815.96

93	\$5,649.03	4.25%	\$2,301.43	\$3,347.60	\$646,468.36
94	\$5,649.03	4.25%	\$2,289.58	\$3,359.45	\$643,108.90
95	\$5,649.03	4.25%	\$2,277.68	\$3,371.35	\$639,737.55
96	\$5,649.03	4.25%	\$2,265.74	\$3,383.29	\$636,354.26
97	\$5,649.03	4.25%	\$2,253.75	\$3,395.28	\$632,958.98
98	\$5,649.03	4.25%	\$2,241.73	\$3,407.30	\$629,551.68
99	\$5,649.03	4.25%	\$2,229.66	\$3,419.37	\$626,132.32
100	\$5,649.03	4.25%	\$2,217.55	\$3,431.48	\$622,700.84
101	\$5,649.03	4.25%	\$2,205.40	\$3,443.63	\$619,257.21
102	\$5,649.03	4.25%	\$2,193.20	\$3,455.83	\$615,801.38
103	\$5,649.03	4.25%	\$2,180.96	\$3,468.07	\$612,333.31
104	\$5,649.03	4.25%	\$2,168.68	\$3,480.35	\$608,852.96
105	\$5,649.03	4.25%	\$2,156.35	\$3,492.68	\$605,360.29
106	\$5,649.03	4.25%	\$2,143.98	\$3,505.05	\$601,855.24
107	\$5,649.03	4.25%	\$2,131.57	\$3,517.46	\$598,337.78
108	\$5,649.03	4.25%	\$2,119.11	\$3,529.92	\$594,807.87
109	\$5,649.03	4.25%	\$2,106.61	\$3,542.42	\$591,265.45
110	\$5,649.03	4.25%	\$2,094.07	\$3,554.96	\$587,710.48
111	\$5,649.03	4.25%	\$2,081.47	\$3,567.56	\$584,142.93
112	\$5,649.03	4.25%	\$2,068.84	\$3,580.19	\$580,562.74
113	\$5,649.03	4.25%	\$2,056.16	\$3,592.87	\$576,969.87
114	\$5,649.03	4.25%	\$2,043.43	\$3,605.59	\$573,364.27
115	\$5,649.03	4.25%	\$2,030.67	\$3,618.36	\$569,745.91
116	\$5,649.03	4.25%	\$2,017.85	\$3,631.18	\$566,114.73
117	\$5,649.03	4.25%	\$2,004.99	\$3,644.04	\$562,470.69
118	\$5,649.03	4.25%	\$1,992.08	\$3,656.95	\$558,813.74
119	\$5,649.03	4.25%	\$1,979.13	\$3,669.90	\$555,143.84
120	\$5,649.03	4.25%	\$1,966.13	\$3,682.90	\$551,460.95
121	\$5,649.03	4.25%	\$1,953.09	\$3,695.94	\$547,765.01
122	\$5,649.03	4.25%	\$1,940.00	\$3,709.03	\$544,055.98
123	\$5,649.03	4.25%	\$1,926.86	\$3,722.16	\$540,333.81
124	\$5,649.03	4.25%	\$1,913.68	\$3,735.35	\$536,598.47
125	\$5,649.03	4.25%	\$1,900.45	\$3,748.58	\$532,849.89
126	\$5,649.03	4.25%	\$1,887.18	\$3,761.85	\$529,088.04
127	\$5,649.03	4.25%	\$1,873.85	\$3,775.18	\$525,312.86
128	\$5,649.03	4.25%	\$1,860.48	\$3,788.55	\$521,524.31
129	\$5,649.03	4.25%	\$1,847.07	\$3,801.96	\$517,722.35
130	\$5,649.03	4.25%	\$1,833.60	\$3,815.43	\$513,906.92
131	\$5,649.03	4.25%	\$1,820.09	\$3,828.94	\$510,077.98
132	\$5,649.03	4.25%	\$1,806.53	\$3,842.50	\$506,235.47
133	\$5,649.03	4.25%	\$1,792.92	\$3,856.11	\$502,379.36
134	\$5,649.03	4.25%	\$1,779.26	\$3,869.77	\$498,509.59
135	\$5,649.03	4.25%	\$1,765.55	\$3,883.48	\$494,626.11
136	\$5,649.03	4.25%	\$1,751.80	\$3,897.23	\$490,728.89
137	\$5,649.03	4.25%	\$1,738.00	\$3,911.03	\$486,817.85
138	\$5,649.03	4.25%	\$1,724.15	\$3,924.88	\$482,892.97
139	\$5,649.03	4.25%	\$1,710.25	\$3,938.78	\$478,954.19
140	\$5,649.03	4.25%	\$1,696.30	\$3,952.73	\$475,001.45
141	\$5,649.03	4.25%	\$1,682.30	\$3,966.73	\$471,034.72
142	\$5,649.03	4.25%	\$1,668.25	\$3,980.78	\$467,053.94
143	\$5,649.03	4.25%	\$1,654.15	\$3,994.88	\$463,059.06
144	\$5,649.03	4.25%	\$1,640.00	\$4,009.03	\$459,050.03

145	\$5,649.03	4.25%	\$1,625.80	\$4,023.23	\$455,026.80
146	\$5,649.03	4.25%	\$1,611.55	\$4,037.48	\$450,989.32
147	\$5,649.03	4.25%	\$1,597.25	\$4,051.78	\$446,937.55
148	\$5,649.03	4.25%	\$1,582.90	\$4,066.13	\$442,871.42
149	\$5,649.03	4.25%	\$1,568.50	\$4,080.53	\$438,790.89
150	\$5,649.03	4.25%	\$1,554.05	\$4,094.98	\$434,695.92
151	\$5,649.03	4.25%	\$1,539.55	\$4,109.48	\$430,586.43
152	\$5,649.03	4.25%	\$1,524.99	\$4,124.04	\$426,462.40
153	\$5,649.03	4.25%	\$1,510.39	\$4,138.64	\$422,323.75
154	\$5,649.03	4.25%	\$1,495.73	\$4,153.30	\$418,170.45
155	\$5,649.03	4.25%	\$1,481.02	\$4,168.01	\$414,002.45
156	\$5,649.03	4.25%	\$1,466.26	\$4,182.77	\$409,819.67
157	\$5,649.03	4.25%	\$1,451.44	\$4,197.59	\$405,622.09
158	\$5,649.03	4.25%	\$1,436.58	\$4,212.45	\$401,409.64
159	\$5,649.03	4.25%	\$1,421.66	\$4,227.37	\$397,182.27
160	\$5,649.03	4.25%	\$1,406.69	\$4,242.34	\$392,939.92
161	\$5,649.03	4.25%	\$1,391.66	\$4,257.37	\$388,682.56
162	\$5,649.03	4.25%	\$1,376.58	\$4,272.45	\$384,410.11
163	\$5,649.03	4.25%	\$1,361.45	\$4,287.58	\$380,122.53
164	\$5,649.03	4.25%	\$1,346.27	\$4,302.76	\$375,819.77
165	\$5,649.03	4.25%	\$1,331.03	\$4,318.00	\$371,501.77
166	\$5,649.03	4.25%	\$1,315.74	\$4,333.29	\$367,168.47
167	\$5,649.03	4.25%	\$1,300.39	\$4,348.64	\$362,819.83
168	\$5,649.03	4.25%	\$1,284.99	\$4,364.04	\$358,455.79
169	\$5,649.03	4.25%	\$1,269.53	\$4,379.50	\$354,076.29
170	\$5,649.03	4.25%	\$1,254.02	\$4,395.01	\$349,681.28
171	\$5,649.03	4.25%	\$1,238.45	\$4,410.58	\$345,270.71
172	\$5,649.03	4.25%	\$1,222.83	\$4,426.20	\$340,844.51
173	\$5,649.03	4.25%	\$1,207.16	\$4,441.87	\$336,402.64
174	\$5,649.03	4.25%	\$1,191.43	\$4,457.60	\$331,945.03
175	\$5,649.03	4.25%	\$1,175.64	\$4,473.39	\$327,471.64
176	\$5,649.03	4.25%	\$1,159.80	\$4,489.23	\$322,982.41
177	\$5,649.03	4.25%	\$1,143.90	\$4,505.13	\$318,477.27
178	\$5,649.03	4.25%	\$1,127.94	\$4,521.09	\$313,956.18
179	\$5,649.03	4.25%	\$1,111.93	\$4,537.10	\$309,419.08
180	\$5,649.03	4.25%	\$1,095.86	\$4,553.17	\$304,865.91
181	\$5,649.03	4.25%	\$1,079.73	\$4,569.30	\$300,296.61
182	\$5,649.03	4.25%	\$1,063.55	\$4,585.48	\$295,711.14
183	\$5,649.03	4.25%	\$1,047.31	\$4,601.72	\$291,109.42
184	\$5,649.03	4.25%	\$1,031.01	\$4,618.02	\$286,491.40
185	\$5,649.03	4.25%	\$1,014.66	\$4,634.37	\$281,857.03
186	\$5,649.03	4.25%	\$998.24	\$4,650.79	\$277,206.24
187	\$5,649.03	4.25%	\$981.77	\$4,667.26	\$272,538.98
188	\$5,649.03	4.25%	\$965.24	\$4,683.79	\$267,855.19
189	\$5,649.03	4.25%	\$948.65	\$4,700.38	\$263,154.82
190	\$5,649.03	4.25%	\$932.01	\$4,717.02	\$258,437.79
191	\$5,649.03	4.25%	\$915.30	\$4,733.73	\$253,704.06
192	\$5,649.03	4.25%	\$898.54	\$4,750.49	\$248,953.57
193	\$5,649.03	4.25%	\$881.71	\$4,767.32	\$244,186.25
194	\$5,649.03	4.25%	\$864.83	\$4,784.20	\$239,402.05
195	\$5,649.03	4.25%	\$847.88	\$4,801.15	\$234,600.90
196	\$5,649.03	4.25%	\$830.88	\$4,818.15	\$229,782.75

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197	\$5,649.03	4.25%	\$813.81	\$4,835.22	\$224,947.53
198	\$5,649.03	4.25%	\$796.69	\$4,852.34	\$220,095.19
199	\$5,649.03	4.25%	\$779.50	\$4,869.53	\$215,225.66
200	\$5,649.03	4.25%	\$762.26	\$4,886.77	\$210,338.89
201	\$5,649.03	4.25%	\$744.95	\$4,904.08	\$205,434.81
202	\$5,649.03	4.25%	\$727.58	\$4,921.45	\$200,513.36
203	\$5,649.03	4.25%	\$710.15	\$4,938.88	\$195,574.49
204	\$5,649.03	4.25%	\$692.66	\$4,956.37	\$190,618.12
205	\$5,649.03	4.25%	\$675.11	\$4,973.92	\$185,644.19
206	\$5,649.03	4.25%	\$657.49	\$4,991.54	\$180,652.65
207	\$5,649.03	4.25%	\$639.81	\$5,009.22	\$175,643.43
208	\$5,649.03	4.25%	\$622.07	\$5,026.96	\$170,616.47
209	\$5,649.03	4.25%	\$604.27	\$5,044.76	\$165,571.71
210	\$5,649.03	4.25%	\$586.40	\$5,062.63	\$160,509.08
211	\$5,649.03	4.25%	\$568.47	\$5,080.56	\$155,428.52
212	\$5,649.03	4.25%	\$550.48	\$5,098.55	\$150,329.97
213	\$5,649.03	4.25%	\$532.42	\$5,116.61	\$145,213.36
214	\$5,649.03	4.25%	\$514.30	\$5,134.73	\$140,078.62
215	\$5,649.03	4.25%	\$496.11	\$5,152.92	\$134,925.70
216	\$5,649.03	4.25%	\$477.86	\$5,171.17	\$129,754.54
217	\$5,649.03	4.25%	\$459.55	\$5,189.48	\$124,565.05
218	\$5,649.03	4.25%	\$441.17	\$5,207.86	\$119,357.19
219	\$5,649.03	4.25%	\$422.72	\$5,226.31	\$114,130.89
220	\$5,649.03	4.25%	\$404.21	\$5,244.82	\$108,886.07
221	\$5,649.03	4.25%	\$385.64	\$5,263.39	\$103,622.68
222	\$5,649.03	4.25%	\$367.00	\$5,282.03	\$98,340.64
223	\$5,649.03	4.25%	\$348.29	\$5,300.74	\$93,039.90
224	\$5,649.03	4.25%	\$329.52	\$5,319.51	\$87,720.39
225	\$5,649.03	4.25%	\$310.68	\$5,338.35	\$82,382.04
226	\$5,649.03	4.25%	\$291.77	\$5,357.26	\$77,024.78
227	\$5,649.03	4.25%	\$272.80	\$5,376.23	\$71,648.54
228	\$5,649.03	4.25%	\$253.76	\$5,395.27	\$66,253.27
229	\$5,649.03	4.25%	\$234.65	\$5,414.38	\$60,838.89
230	\$5,649.03	4.25%	\$215.47	\$5,433.56	\$55,405.33
231	\$5,649.03	4.25%	\$196.23	\$5,452.80	\$49,952.52
232	\$5,649.03	4.25%	\$176.92	\$5,472.11	\$44,480.41
233	\$5,649.03	4.25%	\$157.53	\$5,491.50	\$38,988.91
234	\$5,649.03	4.25%	\$138.09	\$5,510.94	\$33,477.97
235	\$5,649.03	4.25%	\$118.57	\$5,530.46	\$27,947.51
236	\$5,649.03	4.25%	\$98.98	\$5,550.05	\$22,397.46
237	\$5,649.03	4.25%	\$79.32	\$5,569.71	\$16,827.75
238	\$5,649.03	4.25%	\$59.60	\$5,589.43	\$11,238.32
239	\$5,649.03	4.25%	\$39.80	\$5,609.23	\$5,629.09
240	\$5,649.03	4.25%	\$19.94	\$5,629.09	\$0.00
241	\$5,649.03	4.25%	\$0.00	\$5,649.03	(\$5,649.03)
242	\$5,649.03	4.25%	(\$20.01)	\$5,669.04	(\$11,318.07)
243	\$5,649.03	4.25%	(\$40.08)	\$5,689.11	(\$17,007.18)
244	\$5,649.03	4.25%	(\$60.23)	\$5,709.26	(\$22,716.45)
245	\$5,649.03	4.25%	(\$80.45)	\$5,729.48	(\$28,445.93)
246	\$5,649.03	4.25%	(\$100.75)	\$5,749.78	(\$34,195.71)
247	\$5,649.03	4.25%	(\$121.11)	\$5,770.14	(\$39,965.84)
248	\$5,649.03	4.25%	(\$141.55)	\$5,790.58	(\$45,756.42)

249	\$5,649.03	4.25%	(\$162.05)	\$5,811.08	(\$51,567.50)
250	\$5,649.03	4.25%	(\$182.63)	\$5,831.66	(\$57,399.17)
251	\$5,649.03	4.25%	(\$203.29)	\$5,852.32	(\$63,251.49)
252	\$5,649.03	4.25%	(\$224.02)	\$5,873.05	(\$69,124.53)
253	\$5,649.03	4.25%	(\$244.82)	\$5,893.85	(\$75,018.38)
254	\$5,649.03	4.25%	(\$265.69)	\$5,914.72	(\$80,933.10)
255	\$5,649.03	4.25%	(\$286.64)	\$5,935.67	(\$86,868.77)
256	\$5,649.03	4.25%	(\$307.66)	\$5,956.69	(\$92,825.46)
257	\$5,649.03	4.25%	(\$328.76)	\$5,977.79	(\$98,803.24)
258	\$5,649.03	4.25%	(\$349.93)	\$5,998.96	(\$104,802.20)
259	\$5,649.03	4.25%	(\$371.17)	\$6,020.20	(\$110,822.41)
260	\$5,649.03	4.25%	(\$392.50)	\$6,041.53	(\$116,863.93)
261	\$5,649.03	4.25%	(\$413.89)	\$6,062.92	(\$122,926.86)
262	\$5,649.03	4.25%	(\$435.37)	\$6,084.40	(\$129,011.25)
263	\$5,649.03	4.25%	(\$456.91)	\$6,105.94	(\$135,117.20)
264	\$5,649.03	4.25%	(\$478.54)	\$6,127.57	(\$141,244.77)
265	\$5,649.03	4.25%	(\$500.24)	\$6,149.27	(\$147,394.04)
266	\$5,649.03	4.25%	(\$522.02)	\$6,171.05	(\$153,565.09)
267	\$5,649.03	4.25%	(\$543.88)	\$6,192.91	(\$159,757.99)
268	\$5,649.03	4.25%	(\$565.81)	\$6,214.84	(\$165,972.83)
269	\$5,649.03	4.25%	(\$587.82)	\$6,236.85	(\$172,209.68)
270	\$5,649.03	4.25%	(\$609.91)	\$6,258.94	(\$178,468.62)
271	\$5,649.03	4.25%	(\$632.08)	\$6,281.11	(\$184,749.73)
272	\$5,649.03	4.25%	(\$654.32)	\$6,303.35	(\$191,053.08)
273	\$5,649.03	4.25%	(\$676.65)	\$6,325.68	(\$197,378.76)
274	\$5,649.03	4.25%	(\$699.05)	\$6,348.08	(\$203,726.84)
275	\$5,649.03	4.25%	(\$721.53)	\$6,370.56	(\$210,097.40)
276	\$5,649.03	4.25%	(\$744.09)	\$6,393.12	(\$216,490.53)
277	\$5,649.03	4.25%	(\$766.74)	\$6,415.77	(\$222,906.29)
278	\$5,649.03	4.25%	(\$789.46)	\$6,438.49	(\$229,344.78)
279	\$5,649.03	4.25%	(\$812.26)	\$6,461.29	(\$235,806.07)
280	\$5,649.03	4.25%	(\$835.15)	\$6,484.18	(\$242,290.25)
281	\$5,649.03	4.25%	(\$858.11)	\$6,507.14	(\$248,797.39)
282	\$5,649.03	4.25%	(\$881.16)	\$6,530.19	(\$255,327.58)
283	\$5,649.03	4.25%	(\$904.29)	\$6,553.32	(\$261,880.90)
284	\$5,649.03	4.25%	(\$927.49)	\$6,576.52	(\$268,457.42)
285	\$5,649.03	4.25%	(\$950.79)	\$6,599.82	(\$275,057.24)
286	\$5,649.03	4.25%	(\$974.16)	\$6,623.19	(\$281,680.43)
287	\$5,649.03	4.25%	(\$997.62)	\$6,646.65	(\$288,327.08)
288	\$5,649.03	4.25%	(\$1,021.16)	\$6,670.19	(\$294,997.26)
289	\$5,649.03	4.25%	(\$1,044.78)	\$6,693.81	(\$301,691.08)
290	\$5,649.03	4.25%	(\$1,068.49)	\$6,717.52	(\$308,408.59)
291	\$5,649.03	4.25%	(\$1,092.28)	\$6,741.31	(\$315,149.91)
292	\$5,649.03	4.25%	(\$1,116.16)	\$6,765.19	(\$321,915.09)
293	\$5,649.03	4.25%	(\$1,140.12)	\$6,789.15	(\$328,704.24)
294	\$5,649.03	4.25%	(\$1,164.16)	\$6,813.19	(\$335,517.43)
295	\$5,649.03	4.25%	(\$1,188.29)	\$6,837.32	(\$342,354.75)
296	\$5,649.03	4.25%	(\$1,212.51)	\$6,861.54	(\$349,216.28)
297	\$5,649.03	4.25%	(\$1,236.81)	\$6,885.84	(\$356,102.12)
298	\$5,649.03	4.25%	(\$1,261.20)	\$6,910.22	(\$363,012.35)
299	\$5,649.03	4.25%	(\$1,285.67)	\$6,934.70	(\$369,947.05)
300	\$5,649.03	4.25%	(\$1,310.23)	\$6,959.26	(\$376,906.30)

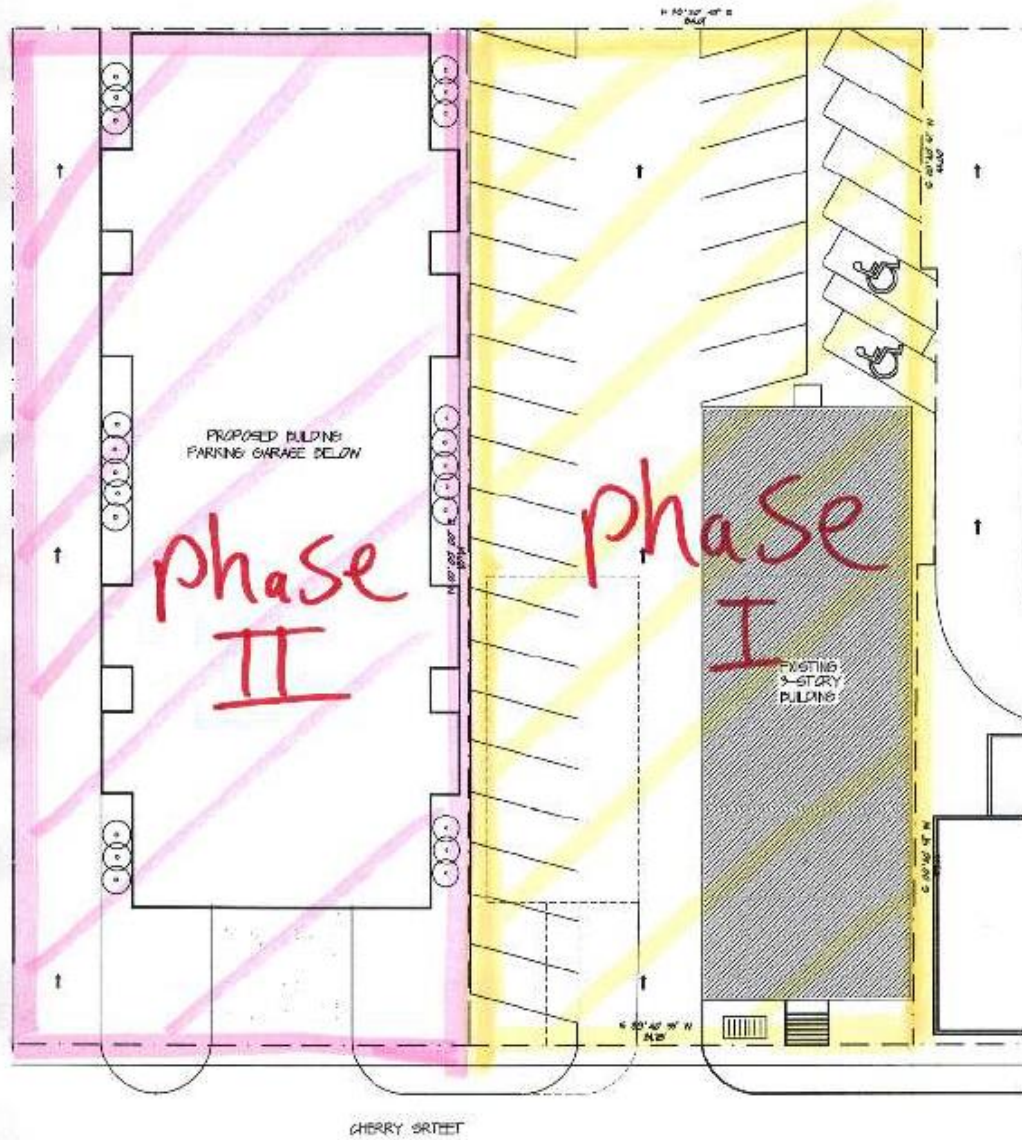
Historic Tax Credit Equity Estimates			
Total Construction Costs:	\$ 2,027,245.00	FHTC:	20%
Less Non QRE Cost	\$ 248,250.00	FHTC Price \$	0.80
Total Est. QREs:	\$ 1,778,995.00	SHTC:	25%
		SHTC Price \$	0.92
FHTC Equity:	\$ 284,639.20		
SHTC Equity:	\$ 409,168.85		
Total Est. HTC Equity:	\$ 693,808.05		
Developer Cash into Project	\$ 421,176.70		
Combined Developer Equity	\$ 1,114,984.75		

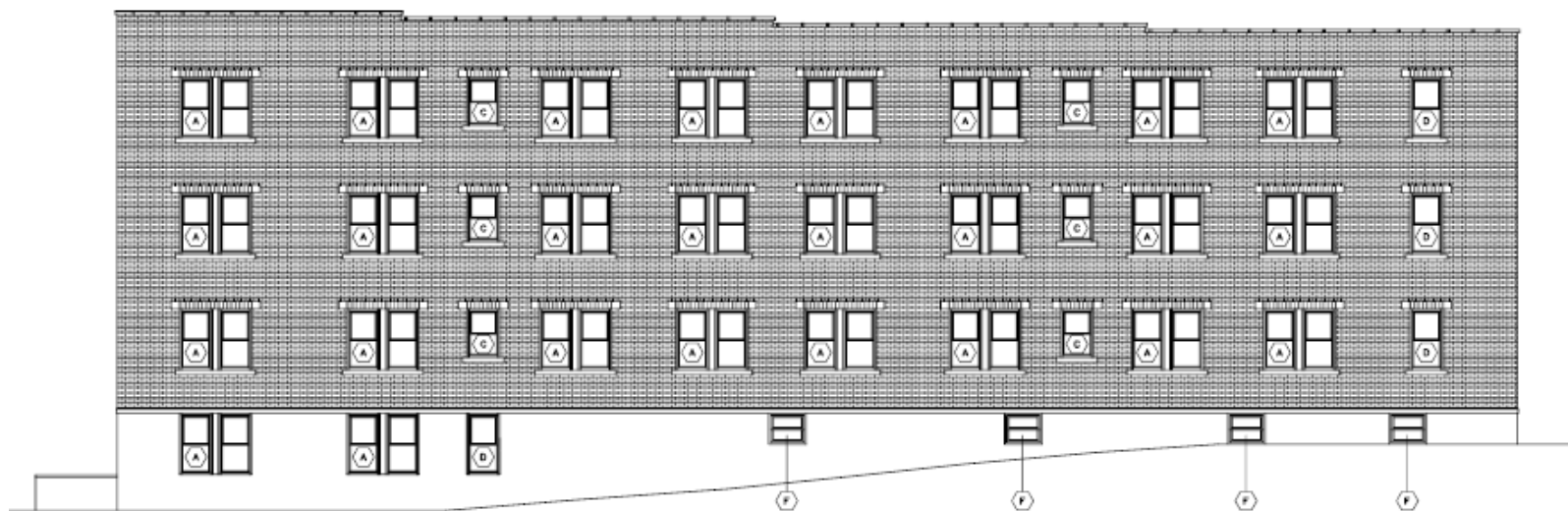
EXHIBIT G
[REDEVELOPMENT PLANS AND SPECS]

39 of 89

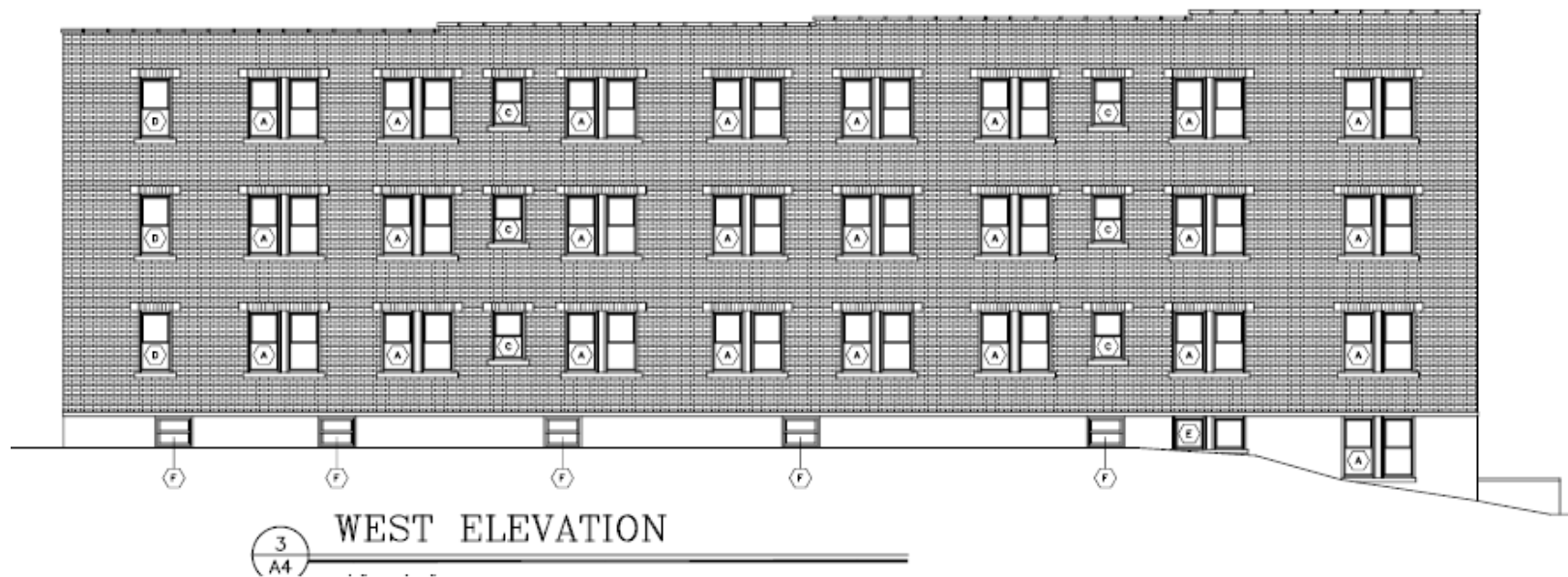
Exhibit F-31

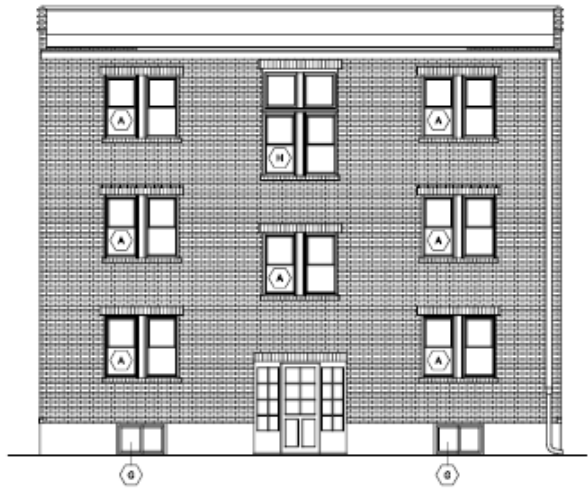
70 of 131



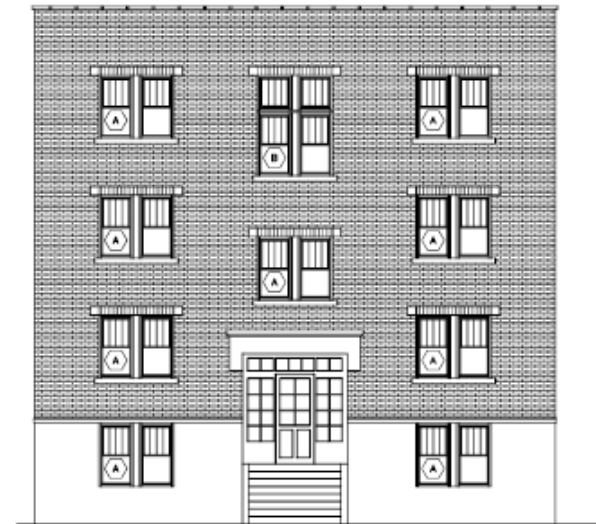


4 EAST ELEVATION

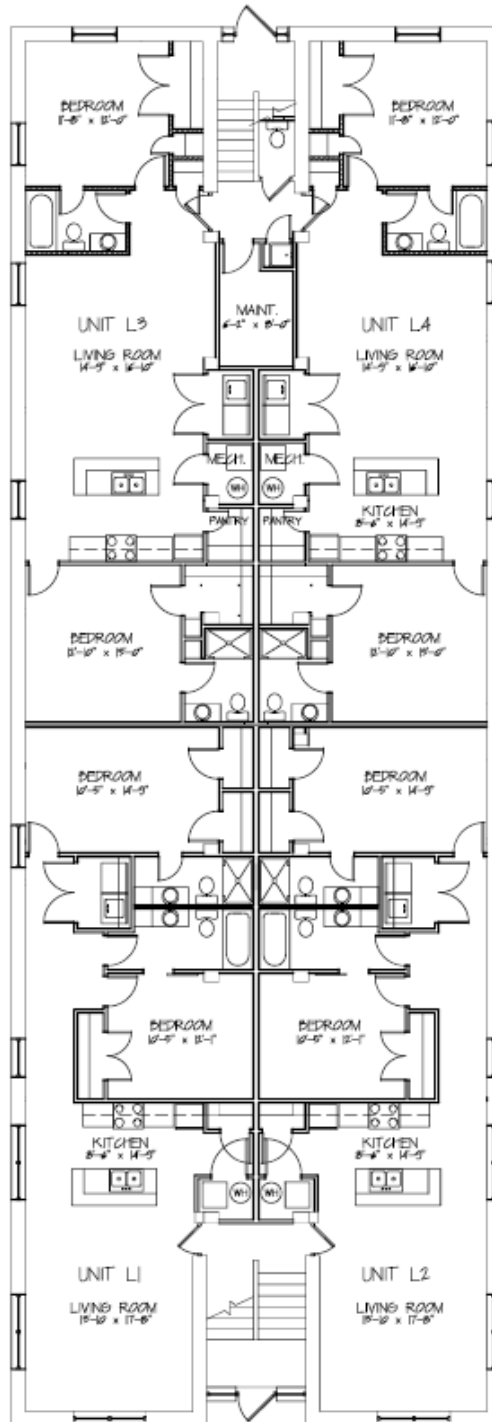




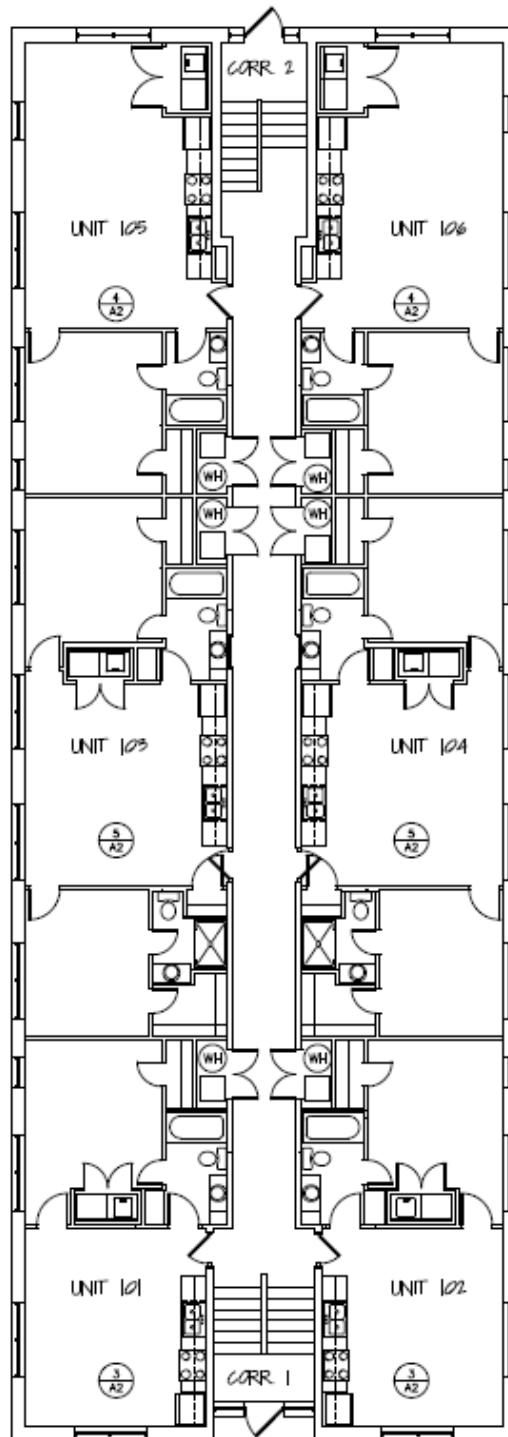
2 NORTH ELEVATION



1 SOUTH ELEVATION

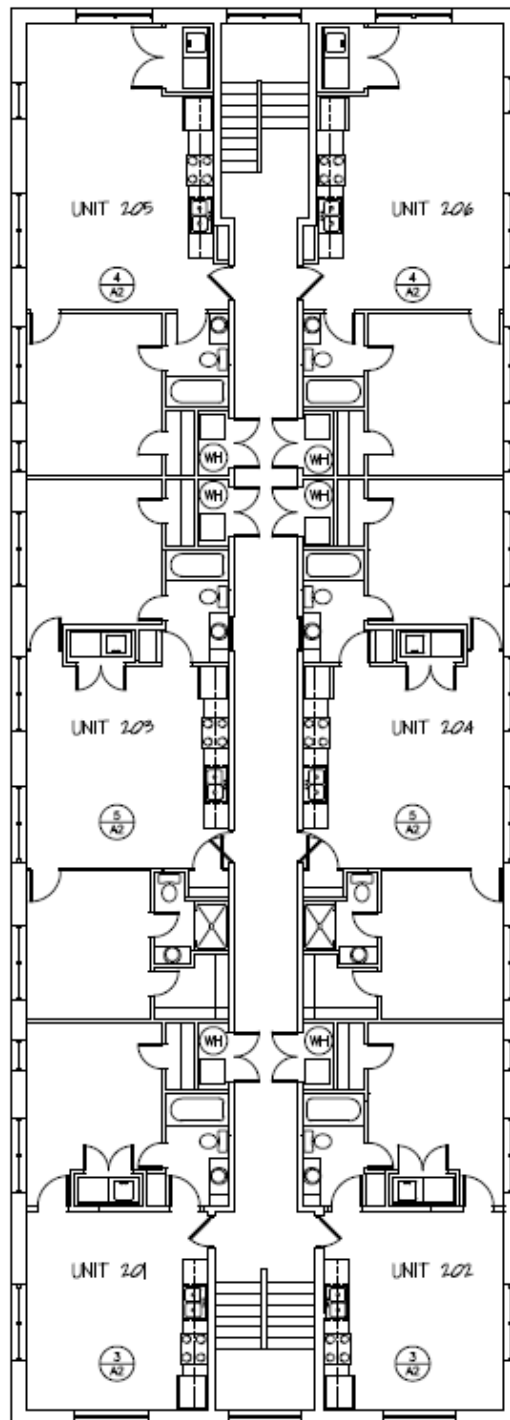


BASEMENT⁴ of 89
FLOOR PLAN



2
 A2
 FIRST FLOOR PLAN
 1/8" = 1'-0"
 45 of 88

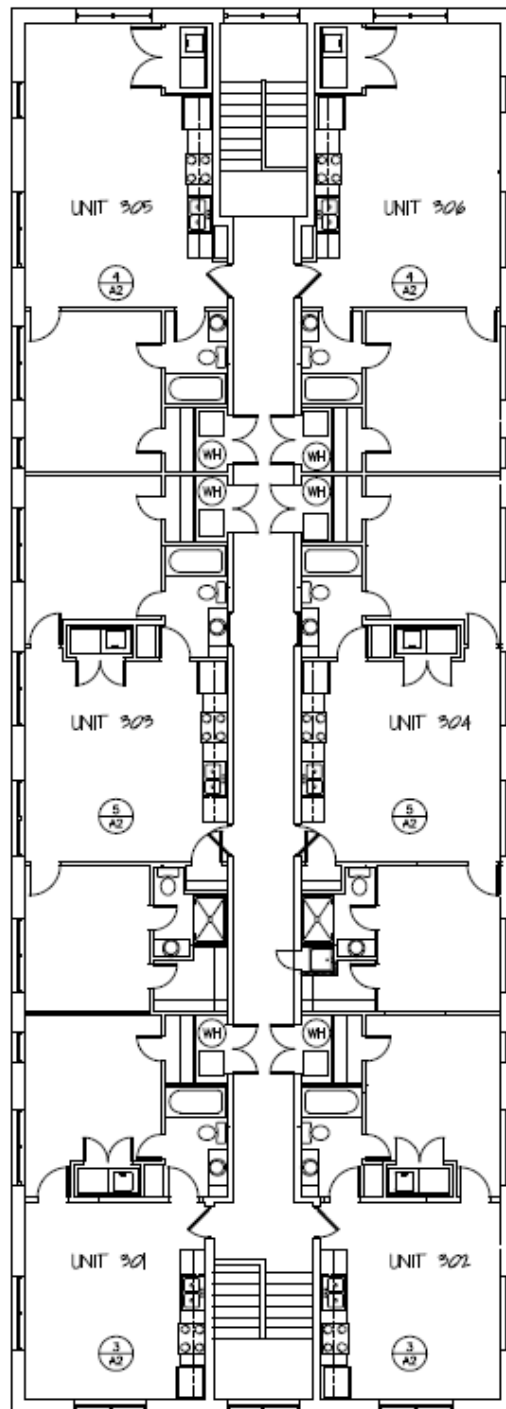
Exhibit F-37



3
 A2
 SECOND
 FLOOR PLAN
 1/8" = 1'-0"

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Exhibit F-38



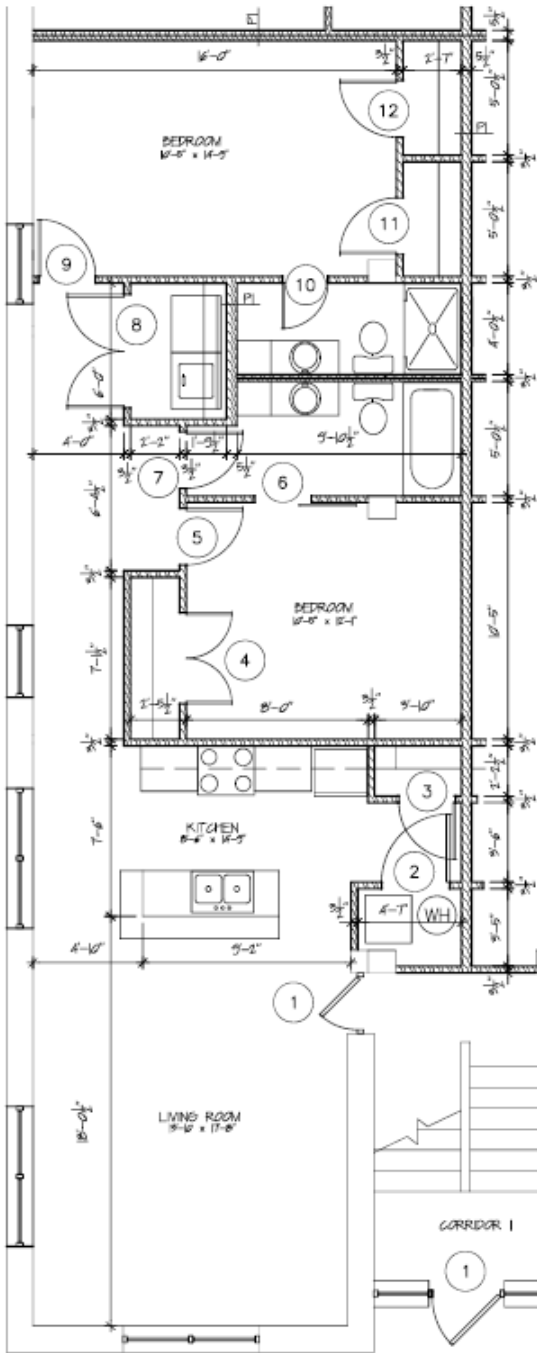
THIRD
FLOOR PLAN

4
A2

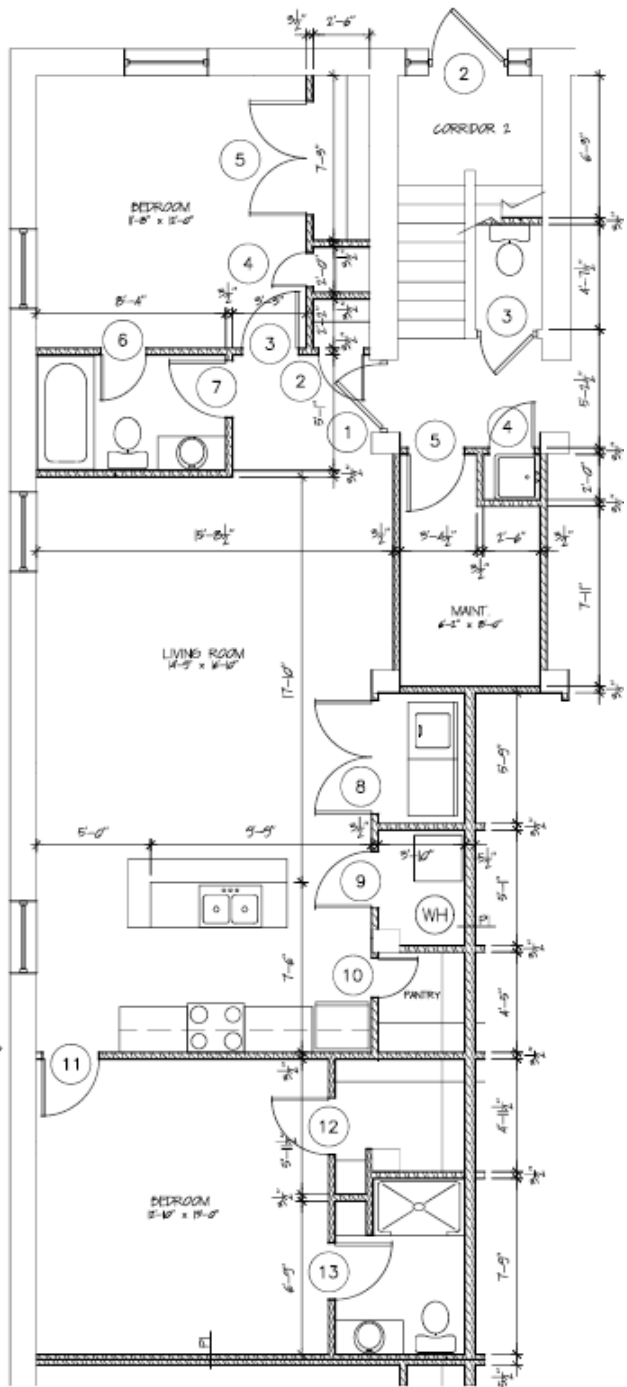
1/8" = 1'-0"

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Exhibit F-39



UNIT L1
FLOOR PLAN



UNIT L3
FLOOR PLAN

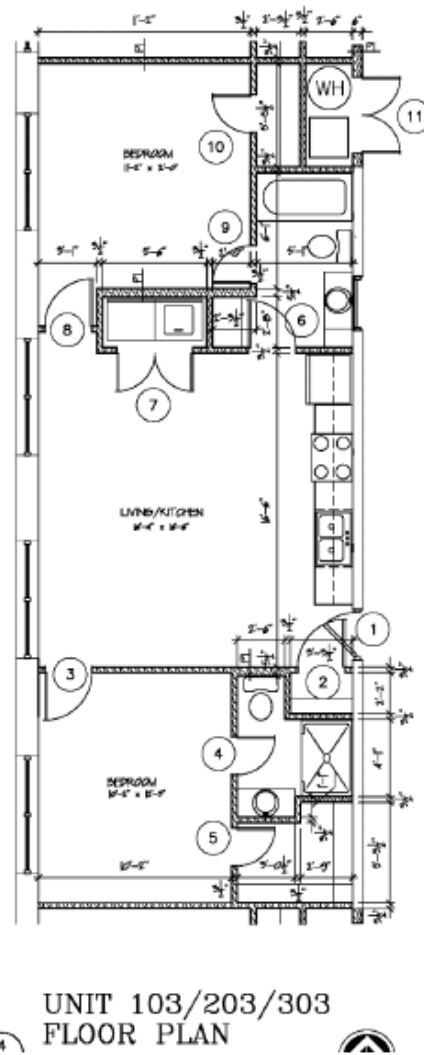
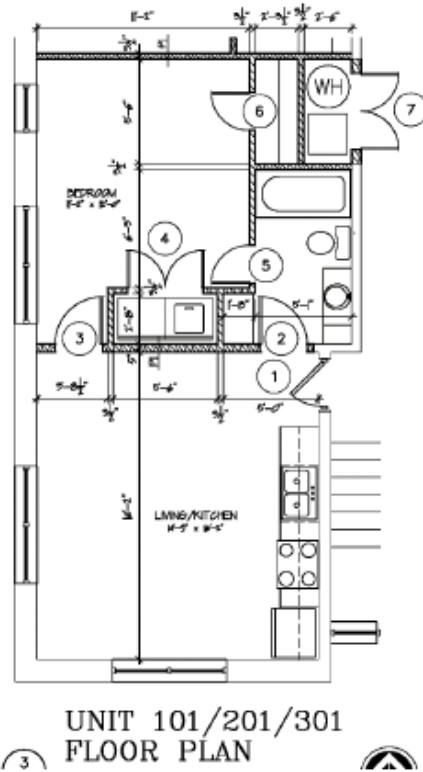
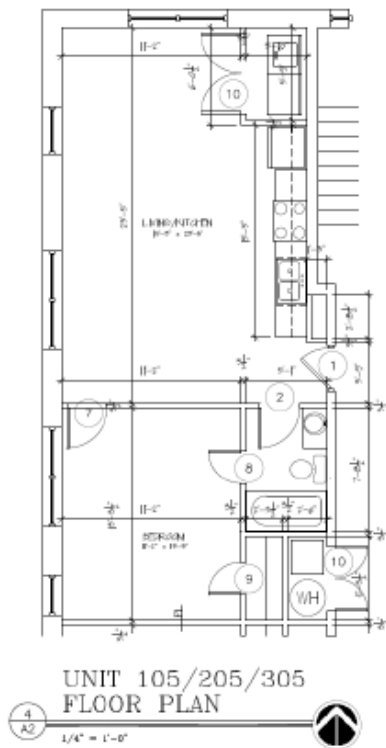


Exhibit H
[ESTIMATED CONSTRUCTION COSTS]

BUDGET

Beverly Lofts - No Tax Abatement
525 - 529 E. Cherry St, Springfield, MO

RENOVATION COST

Quantity	Description	Per Unit	Total
22	Appliances	3,000.00	66,000.00
1	Application Fees	5,000.00	5,000.00
1	Architect & Engineering	40,000.00	40,000.00
1	Asbestos Abatement	2,500.00	2,500.00
22	Cabinets	2,000.00	44,000.00
1	City Utilities Install	30,000.00	30,000.00
22	Cleaning - Final	250.00	5,500.00
1	Concrete Cutting	5,000.00	5,000.00
1	Concrete - Labor	10,000.00	10,000.00
1	Concrete - Materials	10,000.00	10,000.00
1	Construction Period Interest	30,000.00	30,000.00
1	Construction Supervision/Contracting	50,000.00	50,000.00
1	Construction Utilities	8,000.00	8,000.00
1	Contingency	75,000.00	75,000.00
22	Counter Tops	1,250.00	27,500.00
22	Curtain Rods	100.00	2,200.00
2	Doors - Exterior Entry	2,000.00	4,000.00
22	Doors - Lofts	1,500.00	10,000.00
22	Door Knobs, Stops etc.	250.00	5,500.00
30	Dumpster & Haul Off	425.00	12,750.00
22	Electrical	5,272.73	116,000.00
22	Electrical Fixtures	1,000.00	22,000.00
2	Environmental Studies	0.00	0.00
1	Fire Alarm System	10,000.00	10,000.00
1	Fire Sprinkler	75,000.00	75,000.00
1	Flooring - Concrete Polishing	8,500.00	8,500.00
0	Flooring - Refinish Labor	0.00	0.00
13,875	Flooring - Install - Labor Wood	2.00	27,750.00
13,875	Flooring Materials - WOOD	3.00	41,625.00
22	Framing Labor	1,375.00	30,250.00
1	Framing Labor - Structure	5,000.00	5,000.00
1	General Labor	75,000.00	75,000.00
22	Hardware	1,250.00	27,500.00
1	Historic Consultant	15,000.00	15,000.00
22	HVAC	6,500.00	143,000.00
22	Insulation	1,200.00	26,400.00

1	Insurance	10,000.00	10,000.00
1	Interior Excavation	1,000.00	1,000.00
1	Iron Work	2,500.00	2,500.00
1	Legal Fees	20,000.00	20,000.00
22	Lumber	1,400.00	30,800.00
2	MailBox	1,250.00	2,500.00
1	Masonry - Labor	30,000.00	30,000.00
1	Masonry - Supplies	1,000.00	1,000.00
1	Paint Removal	2,500.00	2,500.00
22	Painting Labor	2,500.00	55,000.00
22	Painting Supplies	750.00	16,500.00
1	Permits	5,000.00	5,000.00
22	Plumbing Labor & Material	6,500.00	143,000.00
9	Porta Pottio	80.00	720.00
1	Professional Fees	3,000.00	3,000.00
1	Rental Equipment	7,500.00	7,500.00
1	Roofing	50,000.00	50,000.00
1	Sand Blasting	1,500.00	1,500.00
22	Sheet Rock - Labor	4,000.00	88,000.00
22	Sheet Rock Material	2,000.00	44,000.00
22	Shelving & Bath Fixtures	500.00	11,000.00
0	Structural Steel	0.00	0.00
1	Supplies & Equipment	10,000.00	10,000.00
1	Survey	1,000.00	1,000.00
9	Temp Fencing	200.00	1,800.00
38	Tile - Materials	400.00	15,200.00
38	Tile - Install Labor	400.00	15,200.00
22	Trim - Materials	400.00	8,800.00
22	Trim Carpentry - Labor	1,500.00	33,000.00
1	Video Camera System	6,500.00	6,500.00
1	Window Install - Labor	35,000.00	35,000.00
1	Windows	65,000.00	65,000.00
TOTAL			1,778,995.00

Acquisition & Other Exterior Cost

Quantity	Description	Per Unit	Total
1	Acquisition 1/2 for 519 & 525 Lots	183,250.00	183,250.00
1	Sidwalks etc	10,000.00	10,000.00
1	LANDSCAPING	5,000.00	5,000.00
1	Parking lot Improvements	35,000.00	35,000.00
1	Gate and Fence	15,000.00	15,000.00
			0.00
TOTAL			248,250.00

Grand Total 2,027,245.00

Projected Income & Expenses

Year 3 Stabilized

2020

Projections

INCOME:	stabilized
Apartments	\$ 172,200.00
Gross Income	\$ 172,200.00
Less Vacancy 5%	\$ 8,610.00
Adjusted Gross Income	\$ 163,590.00
EXPENSES:	
Real Estate Taxes (No Abatement)	\$ (12,736)
Insurance -- Apartments	(6,612)
Reserves -- Apartments	(3,306)
Utilities	(9,918)
Advertising	(2,810)
Maintenance	(18,183)
Management Fee	(13,224)
Total Expenses	\$ (66,789.00)
Net Operating Income	\$ 96,801.00
Less Debt Service	(\$67,788.36)
Cash Flow	\$ 29,012.64

Unit Rental Information

Rents/mo.:	TOTAL	EACH	# UNITS	SQ. FEET	PRICE/ SQ. FOOT/MO
2 BED/ 2 BATH- Basement L-1, L-2	\$1,700.00	\$850.00	2	1,000	0.85
2 BED/ 2 BATH- Basement L-3, L-4	\$1,700.00	\$850.00	2	1,000	0.85
1 BED/ 1 BATH - 101, 201, 301	\$3,000.00	\$500.00	6	572	0.87
2 BED/ 2 BATH - 103, 203, 303	\$4,350.00	\$725.00	6	810	0.90
1 BED/ 1 BATH - 105, 205, 305	\$3,600.00	\$600.00	6	650	0.96
Residential Totals Monthly	\$14,350.00				

EXHIBIT K
SOURCES & USES OF FUNDS

SOURCES & USES OF FUNDS - PHASE I			
USES OF FUNDS			
Acquisition Cost 519 & 525 E. Cherry			
Lots Combined	\$	375,000.00	
- Less 519 E.Cherry Lot	\$	187,500.00	
Net acquisition - Phase I Lot	\$	187,500.00	
Soft Cost - Renovation	\$	91,000.00	
Hard Cost - Renovation	\$	1,748,745.00	
Combined Total Cost Phase I	\$	2,027,245.00	
<i>*See Exhibit H for complete Renovation Budget</i>			
SOURCES OF FUNDS			
FHTC Equity:	\$	284,639.20	FHTC: 20%
SHTC Equity:	\$	409,168.85	FHTC Price Est.: 0.80
Total Est. HTC Equity:	\$	693,808.05	
Developer Cash into Project	\$	421,176.70	SHTC: 25%
Combined Developer Equity	\$	1,114,984.75	SHTC Price Est.: 0.92
Construction Loan - Central Bank	\$	912,260.25	
Total Loans + Equity	\$	2,027,245.00	
Loan Terms: Central Bank: 4.25% Interest rate fixed for 5 year with a 20 year amortization.			

Exhibit G

Appraisal

(provided under separate cover)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Second Amended 353 Redevelopment Agreement

Date of Document: _____, 2021

Grantor: City of Springfield, a municipal corporation

Grantee: Beverly Lofts Redevelopment Corporation
P.O. Box 2965
Springfield, MO 65801

Legal Description: See Exhibit A attached hereto.

Please return recorded
document to: City of Springfield
Planning and Development Department
P.O. Box 8368
840 N. Boonville Ave.
Springfield, MO 65801

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Second Amended 353 Redevelopment Agreement. In the event of a conflict between the provisions of the attached Second Amended 353 Redevelopment Agreement and the provisions of this cover page, the attached Second Amended 353 Redevelopment Agreement shall prevail and control.

SECOND AMENDED AND RESTATED 353 REDEVELOPMENT AGREEMENT

BETWEEN

BEVERLY LOFTS REDEVELOPMENT CORPORATION

AND

CITY OF SPRINGFIELD, MISSOURI

FOR THE BEVERLY LOFTS REDEVELOPMENT AREA

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EXHIBITS

EXHIBIT A – Legal Description of Redevelopment Area

EXHIBIT B – Amended Development Plan

EXHIBIT C – Second Amended Development Plan

SECOND AMENDED AND RESTATED 353 REDEVELOPMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED 353 REDEVELOPMENT AGREEMENT (the “**Second Amended Agreement**”), is being entered into this ____ day of _____, 2021, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation (the “**City**”), and BEVERLY LOFTS REDEVELOPMENT CORPORATION (“**Developer**”), a corporation duly organized and existing pursuant to Section 353.010 *et seq.*, RSMo (“**The Urban Redevelopment Corporations Law**”), with a mailing address of P.O. Box 2965, Springfield, MO 65801.

WITNESSETH:

WHEREAS, on or about January 17, 2017, Developer filed with the City Clerk of Springfield, Missouri a redevelopment plan (the “**Development Plan**”) providing for the construction of a redevelopment project in Springfield, Greene County, Missouri on the land described in the Development Plan (the “**Redevelopment Area**” as defined in Section 2 hereof), together with an application for approval of the Development Plan (the “**Application**”); and

WHEREAS, on April 3, 2017, the City Council of Springfield, Missouri passed Special Ordinance No. 26866, which approved the Application and Development Plan and authorized and directed the City Manager to enter into an agreement with Developer for the implementation of the Development Plan; and

WHEREAS, on June 2, 2017, the Developer submitted an amended redevelopment plan (the “**Amended Development Plan**”) providing for the construction of a Redevelopment Project (Phase I) (the “**Redevelopment Project (Phase I)**” as defined in Section 3(a) hereof) in the Redevelopment Area, together with an amendment to the Application (the “**Amended Application**”); and

WHEREAS, on August 21, 2017, the Springfield City Council adopted Special Ordinance No. 26939, approving the Amended Application and Amended Development Plan and authorizing the City Manager to enter into an agreement (the “**Amended Agreement**”) with the Developer for the implementation of the Amended Development Plan; and

WHEREAS, the City and Developer subsequently executed the Amended Agreement in December 2017; and

WHEREAS, on September 1, 2021, the Developer submitted a second amended redevelopment plan (the “**Second Amended Development Plan**”) providing for the construction of a Redevelopment Project (Phase II) (the “**Redevelopment Project (Phase II)**” as defined in Section 3(b) hereof) in the Redevelopment Area; and

WHEREAS, on ____, 2021, the Springfield City Council adopted Special Ordinance No. ____ approving the Second Amended Development Plan and authorizing the City Manager to enter into this Second Amended Agreement with the Developer for the implementation of the Second Amended Development Plan.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree as follows:

1. Items Incorporated in this Second Amended Agreement. The provisions of Special Ordinance No. ____, the provisions of the Second Amended Development Plan, a copy of which is on file at the office of the City Clerk, and the provisions of Chapter 353, RSMo, as amended as of and including the date of this Second Amended Agreement, are hereby incorporated herein by reference and made a part of this Second Amended Agreement.

2. Legal Descriptions. The Redevelopment Area is legally described in Exhibit A attached hereto and incorporated herein by reference.

3. Development Improvements.

(a) Phase I: In accordance with the terms and conditions of the Amended Development Plan and the Amended Agreement, Developer shall rehabilitate, construct or cause to be constructed within the Redevelopment Area, those certain improvements pursuant to Special Ordinance No. 26939 and the Amended Development Plan attached hereto and incorporated herein as Exhibit B. The Redevelopment Area is located at 529 E. Cherry St., 525 E. Cherry St., and 519 E. Cherry St. The Amended Development Plan proposes to: (i) rehabilitate the building located at 529 E. Cherry for use as a multifamily apartment building; and (ii) demolish the structures located at 525 E. Cherry and 519 E. Cherry to provide for future development (the “**Redevelopment Project (Phase I)**”).

(b) Phase II: In accordance with the terms and conditions of the Second Amended Development Plan and this Second Amended Agreement, Developer shall rehabilitate, construct or cause to be constructed within the Redevelopment Area, those certain improvements pursuant to Special Ordinance No. ____ and the Second Amended Development Plan attached hereto and incorporated herein as Exhibit C. The Redevelopment Area is located at 529 E. Cherry St., 525 E. Cherry St., and 519 E. Cherry St. The Second Amended Development Plan proposes to construct an 18-unit multi-family residential apartment building and associated parking on the parcel in the Redevelopment Area referenced as 519 E. Cherry (the “**Redevelopment Project (Phase II)**”).

4. Time Schedule.

(a) Phase I: Blight removal and construction of the Redevelopment Project (Phase I) shall commence and be completed no later than the dates set below:

(i) Property Acquisition: Beverly Lofts, LLC, a Missouri limited liability company (the “**Company**”), will own the real property and improvements located in the Redevelopment Area. Developer will acquire such property and improvements associated with the rehabilitation of the building addressed at 529 E. Cherry Street, as described in the Amended Development Plan, from the Company on or before December 31, 2018. The Developer will acquire the remaining real property and

improvements in the Redevelopment Area at a later date to be determined by an amendment to the Amended Development Plan and the Amended Agreement. Said amendments shall be made on or before December 31, 2022.

(ii) Blight Removal and Redevelopment: Blight will be removed and the buildings will be redeveloped and used in accordance with the approved Amended Development Plan. All blight removal and redevelopment activities associated with the rehabilitation of the building addressed at 529 E. Cherry Street, as described in the Amended Development Plan, shall be complete on or before December 31, 2018, subject to Section 16, below. Blight removal and redevelopment activities in the remaining portion of the Redevelopment Area will be completed at a later date to be determined by an amendment to the Amended Development Plan and the Agreement. Said amendments shall be made on or before December 31, 2022.

Subject to the provisions of Section 16 of this Agreement, Excusable Delays, if Developer fails to adhere to and satisfy the above schedule for blight removal and redevelopment of the Redevelopment Project (Phase I), and if such failure continues for a period of two (2) years, then Developer's rights hereunder shall terminate without further action by the City.

(b) Phase II: Construction of the Redevelopment Project (Phase II) shall commence and be completed no later than the dates set forth below:

(i) Property Acquisition: Beverly Lofts, LLC, a Missouri limited liability company (the "**Company**"), will own the real property and improvements located in the Redevelopment Area. Developer will acquire such property and improvements associated with the construction of the apartment building and associated parking at 519 E. Cherry Street, as described in the Second Amended Development Plan, from the Company.

(ii) Redevelopment: All redevelopment activities associated with the construction of the multi-family residential apartment building comprising Redevelopment Project (Phase II) shall be completed on or before December 31, 2024, subject to Section 16, below.

Subject to the provisions of Section 16 of this Agreement, Excusable Delays, if Developer fails to adhere to and satisfy the above schedule for redevelopment of the Redevelopment Project (Phase II), and if such failure continues for a period of two (2) years, then Developer's rights hereunder shall terminate without further action by the City.

5. Demolition of Buildings. No buildings will be demolished.

6. Relocation Plan. There are no residents or businesses within the Redevelopment Area that are being relocated, so no relocation benefits are being provided.

7. Control of Project. Developer shall have complete and exclusive control over the renovation of the Redevelopment Project (Phase I) and the Redevelopment Project (Phase II), (collectively, the "**Redevelopment Projects**") which it owns or controls insofar as the City is

concerned, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City, such as zoning ordinances, building codes, and property maintenance codes. Developer hereby grants to the City, its agents, and employees the right to enter upon all improvements under the control of Developer and located in the Redevelopment Area, for the purpose of inspecting the Redevelopment Projects during regular business hours. Developer shall have complete and exclusive control over the construction, management, disposition and leasing of property which it owns within the Redevelopment Area. Developer's control over leasing includes, without limitation, the determination of rent rates and the selection or rejection of potential tenants. Notwithstanding the foregoing, the overall design of the Redevelopment Projects, including but not limited to, architectural style, theme, building placement, building materials, site amenities and landscaping shall be subject to the reasonable approval of the Department of Building Development Services and the Department of Planning and Development, which shall not be unreasonably withheld, as evidenced in writing by a letter signed by the Directors of said Departments.

8. Tax Abatement. As set forth in Sections 3 and 4 above, redevelopment of the Redevelopment Area shall take place in two discrete phases, identified as Redevelopment Project (Phase I) and Redevelopment Project (Phase II). The tax abatement periods for each of the Redevelopment Projects shall run separately based on the calculation of the start date for each of the Redevelopment Projects as set forth in Section 8a.

- (a) First Ten Years - Land Only; Payments in Lieu of Taxes. The real property in the Redevelopment Area shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State of Missouri, or any political subdivision thereof, for a period of ten (10) years after the date that Developer becomes the owner of such real property (the "**Ten Year Term**") except to such extent and in such amount as may be imposed upon such real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Greene County, Missouri, for taxes due and payable thereon during the calendar year prior to the Redevelopment Corporation acquiring the real property and improvements located within the Redevelopment Area (the "**Unabated Taxes**"). The amounts of such general ad valorem tax assessments shall not be increased during said Ten Year Term so long as the real property is used in accordance with the Amended Development Plan and the Second Amended Development Plan. If any portion of such real property was tax exempt, or if the Assessor of Greene County has not previously assessed such real property immediately prior to its acquisition by Developer, then the Assessor of Greene County, Missouri, upon acquisition of such property by the Developer and upon request of the City, shall promptly assess such real property, exclusive of improvements, in accordance with the provisions of Section 353.110.2, RSMo 2000, as now existing. The amount of such assessed valuation so fixed by the Greene County Assessor or in the manner as provided by law shall not be increased during the Ten Year Term, so long as said real property is used in accordance with the Amended Development Plan and the Second Amended Development Plan. Developer shall notify the City, in writing, of any tax exempt real property which it acquires in connection with the Redevelopment Projects.

Notwithstanding the tax abatement provided for in Section 353.110 of The Urban Redevelopment Corporations Law, so long as the Redevelopment Area receives the benefit of the tax abatement set forth in this Section, during the Ten Year Term for Redevelopment Project (Phase I), the Developer, the Company, or any successor owner, shall pay or cause to be paid annually payments in lieu of taxes (“**PILOT Payments**”) in amount equal to the estimated ad valorem taxes that would have been paid on the improvements to real property as determined based on the difference of the Company’s contract purchase price of the real property in the Redevelopment Area and the Greene County Assessor’s valuation of the land during the year preceding the Company acquiring the Redevelopment Area. The estimated amount of ad valorem taxes that would have been paid on the improvements to real property, prior to redevelopment pursuant to Redevelopment Project (Phase I), is \$1,398. The Developer shall make PILOT Payments in the amount of \$1,398, which shall be made to the Greene County Collector of Revenue (the “**Collector**”) by December 31st of each calendar year. Pursuant to Section 353.110.4 of the Missouri Revised Statutes, the Collector shall allocate all revenues received from such PILOT Payments among all taxing authorities whose property tax revenues are affected by the abatement on the same pro rata basis and in the same manner as the ad valorem property tax revenues received by each taxing authority from such real property in the Redevelopment Area in the year such payments are due.

No PILOT Payments shall be required for the Ten Year Term for Redevelopment Project (Phase II) because the PILOT Payments for Redevelopment Project (Phase I) include all ad valorem taxes that would have been paid on all improvements in the Redevelopment Area prior to redevelopment.

b. Subsequent Fifteen Years. For each phase after the ten (10) year period above-described, and for the next ensuing period of fifteen (15) years, ad valorem taxes upon the real property in the Redevelopment Area shall be measured by the assessed valuation thereof as determined by the Assessor of Greene County, Missouri, upon the basis of not to exceed fifty percent (50%) of the true value of such real property, including any improvements thereon. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period of fifteen (15) years, so long as the real property in the Redevelopment Area is used in accordance with the Amended Development Plan and the Second Amended Development Plan.

c. Full Assessment-Election to Opt Out After Completion. For each phase, after the twenty-five (25) year period provided in Sections 8.a and 8.b above, the real property in the Redevelopment Area shall be subject to assessments by the Greene County Assessor and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the Greene County Assessor. Furthermore, after the twenty-five (25) year period provided in Sections 8.a and 8.b above, the real property in said Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law,

any rules or regulations adopted pursuant thereto, Special Ordinance No. _____, the Second Amended Development Plan, and this Second Amended Agreement.

Pursuant to section 353.110.2 of the Missouri Revised Statutes, if at any time after the completion of the Redevelopment Project and prior to the expiration of the twenty-five (25) year period addressed in Sections 8.a and 8.b above, the Developer elects to pay the sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of such property from the date of the completion of the Redevelopment Projects, then from the date of this election such real property shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, Special Ordinance No. _____, the Second Amended Development Plan, and this Second Amended Agreement.

d. Abatement Contingent on Compliance With Amended Development Plan - Special Assessments. The tax relief provided in this Section 8 for any real property within the Redevelopment Area shall be contingent upon the real property's compliance with the Amended Development Plan, Second Amended Development Plan, Amended Agreement, and this Second Amended Agreement, and shall apply to general ad valorem taxes only and shall not be deemed or construed to exempt Developer or its successors in interest, in whole or in part, from special assessments, or from fees, service charges, or other taxes which may be made by the City or other governmental unit.

9. Effect of Sale on Tax Relief. Any portion of the real property in the Redevelopment Area which is sold or otherwise disposed of shall be entitled to the partial tax relief provided under Section 8 of this Agreement, provided that it shall be developed and held in accordance with the provisions of the Amended Development Plan and Second Amended Development Plan applicable thereto and complies with all provisions of Chapter 353, RSMo.

10. Earnings Limitation.

a. Net Earnings not to Exceed Eight Percent. The net earnings of Developer from the Redevelopment Projects, during the period of the partial tax relief provided for in Section 8 of this Agreement, shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to Developer of the Redevelopment Projects, including the cost of the land or the balance of such total cost of the Redevelopment Projects as reduced by amortization payments, provided that the net earnings derived from the Redevelopment Projects shall in no event exceed a sum equal to eight percent (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- i. all reasonable costs and expenses of maintenance and operation;
- ii. amounts paid for taxes, assessments, insurance premiums and other similar charges; and

iii. an annual amount sufficient to amortize the cost of the entire Redevelopment Projects at the end of the period, which shall be no more than sixty (60) years from the date of completion of the Redevelopment Projects.

b. Cost of Redevelopment Projects. The “***cost of the Redevelopment Project***,” as said term is used in this Second Amended Agreement, means those costs attributable to planning, developing, constructing, and equipping the improvements in the Redevelopment Projects, including, without limitation, planning costs, costs of feasibility work, construction costs, architect and engineering fees, contractor fees and overhead, interest, insurance and taxes during construction, developer fees, off-site and on-site land improvements, surveys, soil testing, costs necessary to make the real property in the Redevelopment Area environmentally safe, land and land acquisition costs, demolition costs and expenses, utility relocation costs and street improvements, site preparation, and all other land costs, attorneys’ fees, and loan costs and expenses.

c. Allowable Uses of Surplus Earnings - Accounting to City Therefor. Surplus earnings of Developer derived from the Redevelopment Projects, in excess of those provided for in subsection a. of this Section 10, at the option of Developer may be used as follows:

- i. held by Developer as a reserve for maintenance of such rate of return in the future and may be used by Developer to offset any deficiency in such rate of return which may have occurred in prior years;
- ii. to accelerate the amortization payments;
- iii. for enlargement of the Redevelopment Projects; or
- iv. for a reduction in rentals therein.

At the termination of the twenty-five (25) year partial tax relief provided for in Section 8 of this Agreement, Developer shall make a strict accounting of surplus earnings not previously used for one or more of the purposes herein set forth. If requested by the City, in writing, after review of the accounting made by Developer, Developer shall, at its own expense, have an audit made of its books by a firm of independent certified public accountants acceptable to the City, and the findings of such audit shall be made available to the City Manager. If it is determined by such audit that there are surplus earnings not previously used for one or more of the purposes set forth in this Agreement, then such earnings shall be paid to the City.

d. Certain Purchasers Subject to Earnings Limitations. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Second Amended Agreement is purchased by an urban redevelopment corporation or a life insurance company operating as an urban redevelopment corporation the earnings derived from the Redevelopment Projects shall be limited in the manner and to the extent set forth in subsection a. of this Section 10. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in

Section 8 of this Second Amended Agreement is purchased by purchaser that is not an urban redevelopment corporation or life insurance company operating as an urban redevelopment corporation then the provisions set forth in subsection a., b., and c. of this Section 10 shall not apply.

11. Indebtedness Limitation. As per Section 353.030(10), RSMo, Developer shall not issue income debentures paying an interest rate in excess of nine percent (9%), provided however, that this limitation shall not apply to other debt of Developer as per the provisions of Section 353.030(10), RSMo. Developer shall not pay any interest on its income debentures, or dividends on its stock, regardless of class or preference, during any dividend year, unless there shall exist at the time of such payment no default under any amortization requirements with respect to its indebtedness, nor unless all accrued interest, taxes, and other public charges shall have been duly paid or reserves set up for the payment thereof, and adequate reserves provided for depreciation, obsolescence, and other proper reserves.

12. Accounting Practices. Developer shall establish and maintain depreciation, obsolescence and other reserves and surplus and other accounts, including a reserve for the payment of taxes, according to recognized standard accounting practices.

13. Sale or Disposition of Project Property.

a. Continuation of Abatement. In the event of the sale or other disposition of any or all of the real property of Developer in the Redevelopment Area by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, by order of any court of competent jurisdiction, or by voluntary transfer or otherwise, the partial tax relief provided in Section 8 of this Agreement and under the provisions of The Urban Redevelopment Corporations Law shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of such real property so long as such purchaser or transferee shall continue to use, operate, and maintain such real property in accordance with the provisions of the Amended Development Plan, Second Amended Development Plan, Amended Agreement, and this Second Amended Agreement. However, if such real property shall be used for a purpose different than that described in the Amended Development Plan Second Amended Development Plan, Amended Agreement, or this Second Amended Agreement, or if the purchaser does not desire the property to continue under the Amended Development Plan or Second Amended Development Plan, the real property shall be assessed for ad valorem taxes based upon the full true value of such real property and may be owned and operated free from any of the conditions, restrictions, or provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, Special Ordinance No. _____, the Second Amended Development Plan, and this Second Amended Agreement .

b. Obligation to Clear Blight - Covenant Running with Land. Developer, with respect to the property acquired by it, shall be required to clear the blight or to rehabilitate to eliminate the physical blight existing in the Redevelopment Area, or to make adequate provisions satisfactory to the City for the clearance of such blight. This obligation shall be a covenant running with the land and shall not be affected by any such sale or disposition. Any purchaser of property in the blighted area by deed from Developer or any of Developer's successors in title, who wishes to

receive the development rights and partial tax abatement granted by this Second Amended Agreement, shall acquire title subject to this obligation insofar as it pertains to the land so acquired.

14. Assignment of Second Amended Development Plan. This Second Amended Agreement shall be binding upon and shall inure to the benefit of Developer and its successors and assigns, and the term “**Developer**” as used herein shall be deemed to include such successors and assigns (including any subsequent purchasers or transferees of any portion or all of the real property located within the Redevelopment Area); provided, however, that no assignment of the Second Amended Development Plan shall be effective nor discharge Developer of its obligations hereunder unless and until it has been approved by the City Council (“**Council**”) by ordinance which approval shall not be unreasonably withheld. Council approval is not required for the sale of all or any portion of the real property located in the Redevelopment Area. Developer shall notify the City Manager in writing of any assignment of any or all of the Second Amended Development Plan at least ten (10) days after said assignment. Said notice shall specify the name and address of the assignee. The assignee, within six (6) months after the date of assignment, shall notify the City Manager in writing of the assignee’s election to continue under the Second Amended Development Plan. No such assignment shall release Developer of its rights and obligations hereunder without approval of the Council.

15. Breach - Failure to Comply. If Developer does not substantially comply with the provisions of this Second Amended Agreement, including the provisions of the Second Amended Development Plan not inconsistent with this Second Amended Agreement, within the time limits and in the manner for the completion of the Redevelopment Project as stated herein, except for reasonable delays caused by unforeseen circumstances beyond its control, or shall do, permit to be done, or fail or omit to do anything contrary to or required of it by this Second Amended Agreement, The Urban Redevelopment Corporations Law, or shall be about to so do, permit to be done, or fail or omit to have done, then upon certification of such fact to the Council by City Staff, the City may authorize the City Attorney to commence a proceeding in the Circuit Court in the name of the City to have such action, failure, omission, or threatened action or omission stopped, prevented, or rectified by injunction or otherwise, or in the name of the City may bring an action for damages against Developer for breach of any of the provisions of the Second Amended Development Plan or of this Second Amended Agreement.

16. Excusable Delays. Notwithstanding any provisions of this Second Amended Agreement or the Second Amended Development Plan to the contrary, performance by Developer shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials, or tools, delays of any contractor, subcontractor, materialman or supplier, acts or failure to act of the City or of any other governmental agency or entity, or any other causes beyond the control or without the fault of Developer. With the approval of the City, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the Council by ordinance, which approval shall not be arbitrarily or unreasonably withheld, it being understood that Developer is entitled to such extensions upon presentation of documentation of the periods of such delays. Developer shall not excessively delay

filing an application for extension of time, but Developer shall not be prejudiced by failing inadvertently to make timely application therefor.

17. Default. In the event Developer materially defaults in the performance of any of its obligations pursuant to the terms of the Second Amended Development Plan or this Second Amended Agreement, the City may, after giving Developer thirty (30) days written notice and an opportunity to cure such material default, terminate this Second Amended Agreement, including the Second Amended Development Plan, and all rights granted pursuant thereto. Said termination shall include the rights, if any, to continuing partial tax abatement as provided in Section 8 of this Agreement.

18. Notice. Any notice required by this Second Amended Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified:

To the City:

City Manager
840 Boonville Avenue
Springfield, MO 65802

With a copy to:

City Attorney
840 Boonville Avenue
Springfield, MO 65802

To the Developer:

Beverly Lofts Redevelopment Corporation
P.O. Box 2965
Springfield, MO 65801

With a copy to:

Each party has the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

19. Modification - Interpretation. The terms, conditions, and provisions of this Second Amended Agreement and of the Second Amended Development Plan can neither be modified nor eliminated except by mutual agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council; *provided, however*, that this Second Amended Agreement shall not be construed as an enlargement of the authority conferred upon the City by The Urban Redevelopment Corporations Law.

20. Effective Date. This Second Amended Agreement becomes effective on the effective date of Special Ordinance ____ or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer shall either be entitled to enjoy partial tax relief pursuant to the provisions of Section 8 of this Agreement or shall have any right under the provisions of the Second Amended Development Plan to commence construction of any buildings or improvements in said Redevelopment Projects pursuant to Sections 3 and 4 hereof, and at the end of such period so determined, this Second Amended Agreement shall terminate and become null and void.

21. Applicability. This Second Amended Agreement applies only to the Redevelopment Projects referred to herein.

22. Recording. This Second Amended Agreement shall be recorded by the City in the Recorder's Office of Greene County, Missouri.

23. Continuing Obligation to Maintain Redevelopment Area and Redevelopment Project. Developer agrees to maintain the Redevelopment Area and Redevelopment Projects in a condition of good repair which includes compliance with all City Codes of Springfield, Missouri. In the event Developer assigns its rights under the Second Amended Development Plan and this Second Amended Agreement to an unrelated party and said assignment is approved by ordinance pursuant to Section 14 of this Second Amended Agreement, then, in such an event, Developer's obligations under this Section 23 shall be released.

24. Interpretation. Any and all prior agreements and amendments between Developer and the City regarding the Redevelopment Area are hereby null and void and are replaced by this Second Amended Agreement. In the event of any conflict between the terms of the Second Amended Development Plan and this Second Amended Agreement, the terms of this Second Amended Agreement shall prevail.

25. Headings. The headings or captions of this Second Amended Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Second Amended Agreement or any provision hereof.

26. Severability. The provisions of this Second Amended Agreement shall be deemed severable. In the event that any provision of this Second Amended Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Second Amended Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Second Amended Agreement; or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the contracting parties' intent.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

28. Nondiscrimination. The Developer agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, age, sex, national origin or ancestry, political affiliation or beliefs, religion, disability or handicap, veteran status, or any other class protected by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Jason Gage, City Manager

ATTEST:

Anita Cotter, City Clerk

Approved as to form:

_____,Assistant City Attorney

BEVERLY LOFTS REDEVELOPMENT CORPORATION

By: _____

Print Name: _____

Its: _____

ATTEST:

Print Name: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the _____ of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said municipal corporation, and such person duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ____, ____ of the Beverly Lofts Redevelopment Corporation, a corporation duly organized, incorporated and existing under and by virtue of The Urban Redevelopment Corporations Law of Missouri, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

LAIRS ADDITION, JOHN LOT 16, 18 AND WEST 3 FEET SOUTH 54 FEET NORTH 98 FEET LOT 20, IN SECTION 24, TOWNSHIP 29 NORTH RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT B

Amended Redevelopment Plan

I. Introduction

Beverly Lofts Redevelopment Corporation (the “**Developer**”), has prepared the following plan (the “**Redevelopment Plan**”) for the planned rehabilitation of 525 E. Cherry St., 529 E. Cherry St., and 519 E. Cherry St. into multifamily residential housing (the “**Project**”).

II. Description of the Project

A. *Boundaries of the Redevelopment Area*

The area to be redeveloped includes two (2) parcels of land, which are addressed at 525 E. Cherry St., 529 E. Cherry St., and 519 E. Cherry St. (the “**Redevelopment Area**”). The Redevelopment Area consists of approximately 0.68 acres of land. A map identifying the Redevelopment Area is attached hereto as Exhibit A and the Redevelopment Area is legally described on Exhibit B attached hereto.

B. *Need for Redevelopment*

The Developer is currently seeking a blight designation for the Redevelopment Area concurrently with the submission of this Redevelopment Plan. The prosecution of this Redevelopment Plan will eliminate such conditions and create a desirable living environment for residents while increasing the taxable revenues to the City of Springfield.

C. *Redevelopment Plan Objectives and Strategies*

1. Goals of the Springfield - Greene County Comprehensive Plan.

The Redevelopment Area is located within the Center City Study Area (as defined by the City of Springfield’s Center City Plan Element (the “**CCPE**”), which is a component of the Vision 20/20 Springfield-Greene County Comprehensive Plan). The CCPE is a long-term guide for private investments and public improvements for a major part of central Springfield (“**Center City**”).¹ One of the goals of the CCPE is that Center City will continue to be the focal point for higher education and technology development and that Springfield and Center City will be known as “an education and communications city” fulfilling the needs of businesses and students of tomorrow.² Center City includes some of the oldest parts of the Springfield community and, as demonstrated by the current condition of the Redevelopment Area, it suffers from problems commonly resulting from physical deterioration and economic obsolescence.³

The Redevelopment Area is located within the vicinity of MSU and the City of Springfield and Missouri State University (“**MSU**”) executed an agreement establishing direction for the future physical growth of MSU.⁴ This agreement evolved from the desire to redirect the physical expansion of MSU’s campus away from the neighborhoods located to the south and east

¹See page 1-1 of the CCPE.

²See page 1-2 of the CCPE.

³See page 2-10 of the CCPE.

⁴See page 3-38 of the CCPE.

of MSU and to direct it instead toward Greater Downtown's core area around Park Central Square.⁵ Although the Project will be a traditional multi-family development and will not be solely marketed to students of MSU, the Project will add to the overall housing stock available to students and continue to allow for additional development in line with MSU's campus expansion toward Park Central Square.

The Growth Management and Land Use Plan ("***Land Use Plan***"), which is another component of the Vision 20/20 Springfield-Greene County Comprehensive Plan, indicates that the Redevelopment Area and surrounding property is an appropriate area for medium or high density housing. The Land Use Plan also identifies MSU and surrounding areas as an Activity Center.⁶ The Land Use Plan states that one of its objectives for areas identified as Activity Centers is that plans should promote additional or new employment, intensified retail business, higher density housing, and convenient transit service.⁷ The Redevelopment Area is located on the west side of the MSU Activity Center. In addition, the Redevelopment Area conforms to the guidelines for higher-density residential uses, as described in the Land Use Plan.

2. Redevelopment Plan Objectives and Conformance with the Goals of the Springfield - Greene County Comprehensive Plan.

The implementation of this Redevelopment Plan will transform the Redevelopment Area into an attractive location for tenants to reside. This will also help to create additional interest and activity in Center City and provide for additional housing in Center City. Moreover, the Redevelopment Plan will allow for additional development and housing within the MSU Activity Center and will provide for medium to higher density housing as called for by the Land Use Plan. Additionally, the rehabilitation of the Redevelopment Area will increase the taxable revenues to the City, while placing a greater portion of Center City in congruence with the visions of the CCPE discussed above.

III. Land Use Plan

A. *Former and Existing Land Use*

There are currently three (3) structures in the Redevelopment Area. Currently, the three (3) structures are owned by the Family Violence Center, Inc., the operator of a domestic violence shelter known as Harmony House. As discussed in the blight report, Harmony House has decided to relocate to a larger and newer facility. Family Violence Center, Inc. has used the Redevelopment Area as follows: (i) 519 E. Cherry St. is used as an administrative building and day-care; (ii) 525 E. Cherry St. is used as an office building; and (iii) 529 E. Cherry St. is used as an apartment building.

B. *Proposed Land Use*

The Project will be broken up into two (2) phases.

⁵See page 3-38 of the CCPE.

⁶See page 18-34 of the Land Use Plan.

⁷See page 18-28 of the Land Use Plan.

The first phase (“***Phase I***”) will involve rehabilitation of the property addressed at 529 E. Cherry St., which will be rehabilitated into twenty-two (22) one-bedroom and two-bedroom multi-family apartment units, which will accommodate approximately thirty-two (32) residents. The structures currently addressed at 525 E. Cherry St. and 519 E. Cherry St. will be demolished during Phase 1. Site plans and plans and specifications for the Project are attached hereto as Exhibit G and incorporated herein.

The next phase (“***Phase 2***”), will involve the construction of an eighteen (18) to twenty-eight (28) multifamily apartment building. This Redevelopment Plan will be amended to include a Phase 2 site plan, a tax impact analysis, and additional development details prior to the beginning of construction on Phase 2.

C. *Existing and Proposed Zoning*

On November 14, 2016, City Council approved the Developer’s proposal to rezone the Redevelopment Area from Planned Development 232 to CC, Center City District with Conditional Overlay District No. 113.

D. *Regulations and Controls*

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances.

IV. Execution of the Project

A. *Execution*

The Developer or its successors in interest will be responsible for executing the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan.

B. *Land Acquisition*

The Developer is currently owns the land and improvements in the Redevelopment Area. The Developer does not plan to acquire any additional land.

C. *Financing*

The Developer is utilizing conventional financing to finance the Project and the Developer intends to utilize historic tax credit financing for Phase 1.

D. *Disposition of Property*

No property is proposed to be disposed of within the Redevelopment Area.

E. *Plan for Relocation Assistance*

The Building is currently vacant and as such, there is no need for relocation assistance.

F. *Redevelopment Schedule and Estimated Dates of Completion Redevelopment*

The Developer estimates that each stage of the Project will be completed in accordance with the following schedule:

- Phase # 1:
 - ☐ Pre-Construction (Inspections/Permits): Completed by May 2017
 - ☐ Site Work (Demolition of structures on 519 & 525 E. Cherry St.): Completed by August 2017
 - ☐ Construction of Building: Completed by March 2018

- Phase # 2:
 - ☐ Pre-Construction (Inspections/Permits): Completed by January 2022
 - ☐ Site Work (Demolition): Completed by August 2017
 - ☐ Construction of Building: Completed by June 2022

V. Other Provisions

A. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law.

B. Population Density

The Phase 1 of the Project will consist of twenty-two (22) units on a 0.68 acre site.

C. Public Facilities

The Project will not require any additional public facilities or utilities.

EXHIBIT A

[MAP OF REDEVELOPMENT AREA]

ASSESSOR'S AERIAL MAP

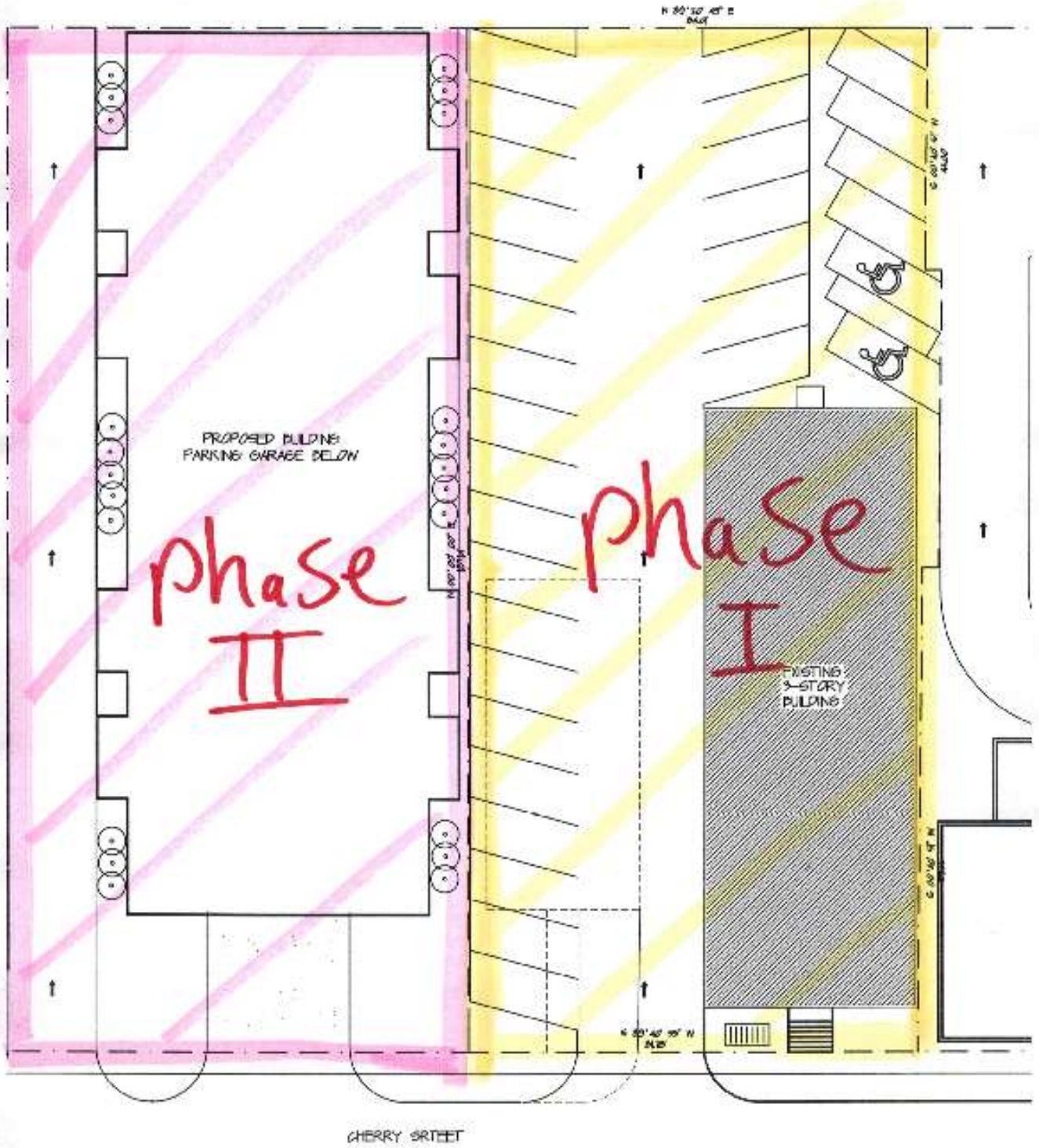


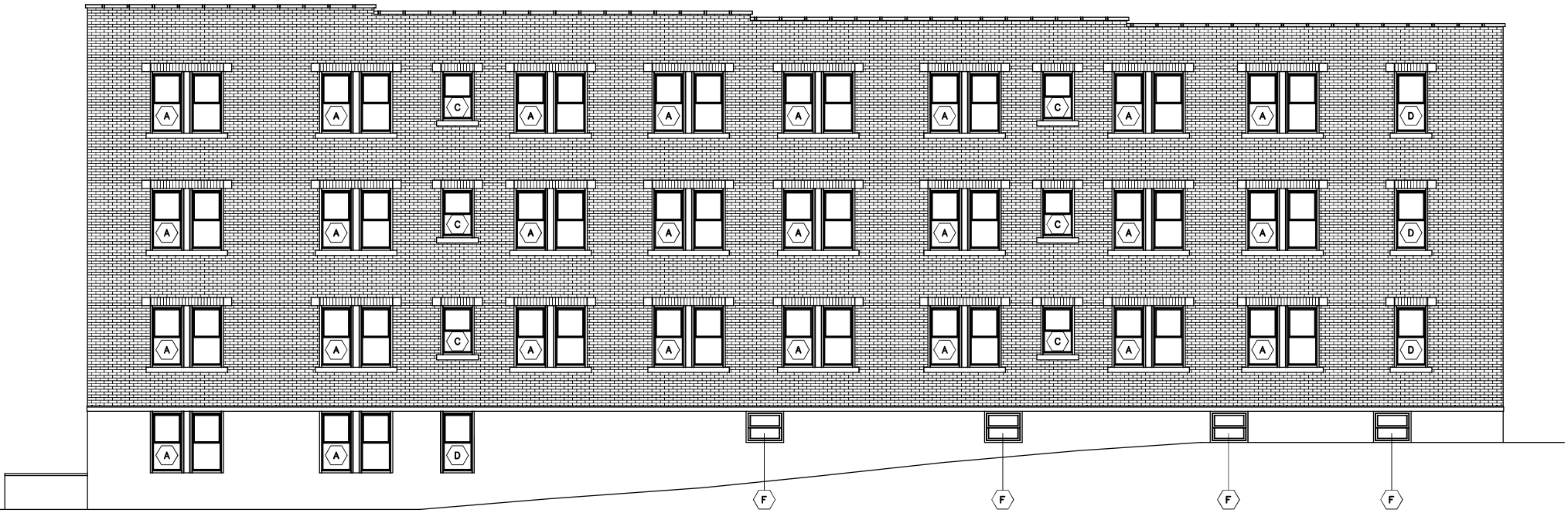
EXHIBIT B

LEGAL DESCRIPTION

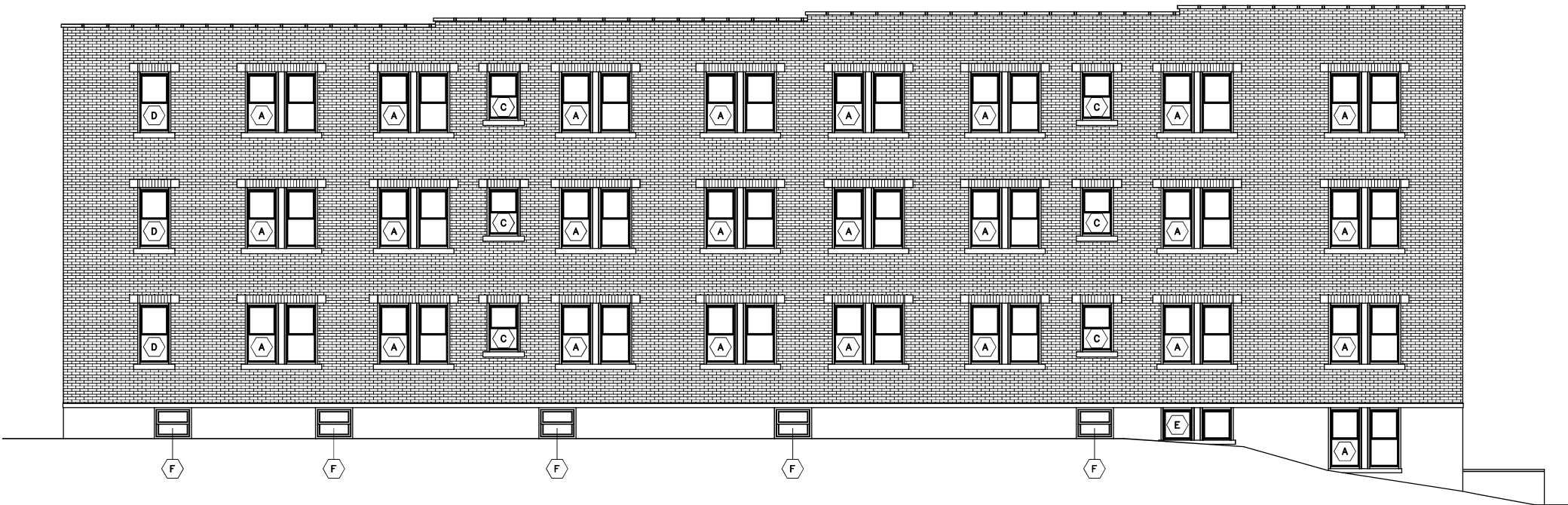
LAIRS ADDITION, JOHN LOT 16, 18 AND WEST 3 FEET SOUTH 54 FEET NORTH 98 FEET LOT 20, IN SECTION 24, TOWNSHIP 29 NORTH RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT G
[REDEVELOPMENT PLANS AND SPECS]



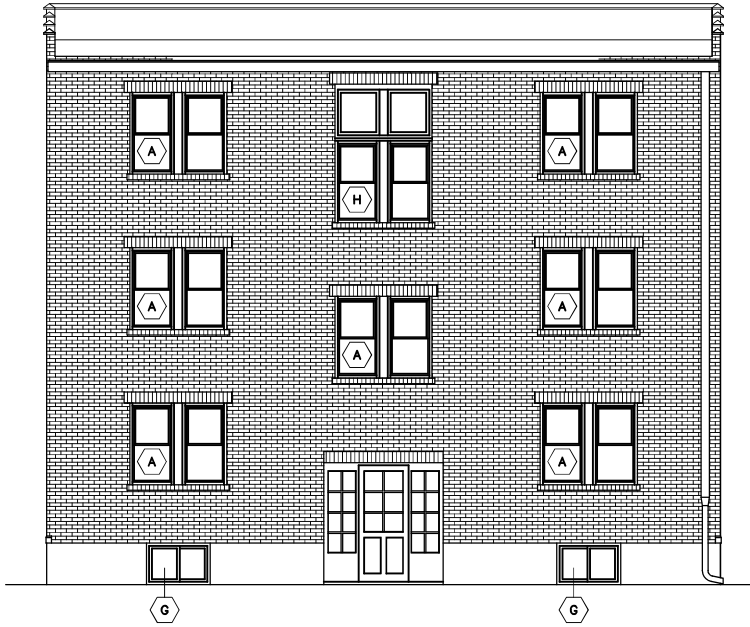


4 EAST ELEVATION

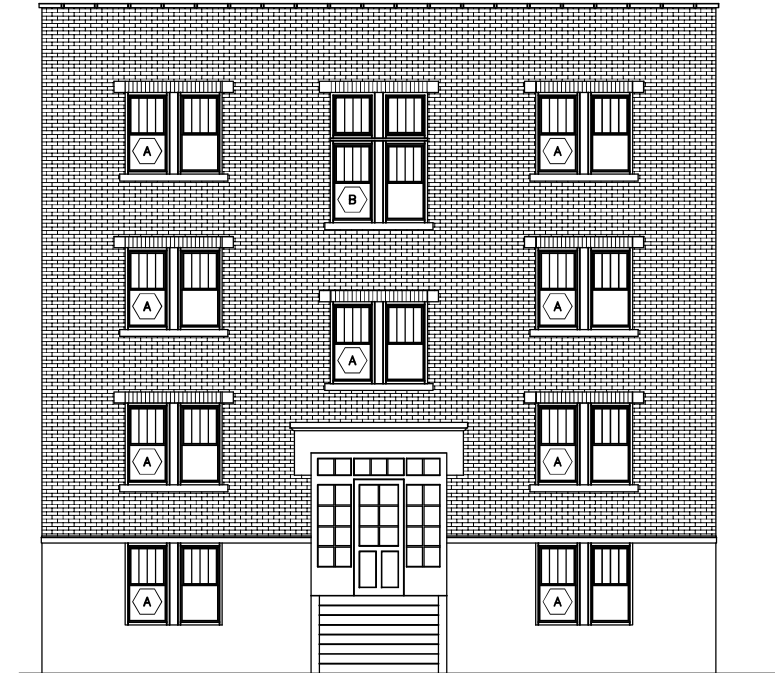


3
A4

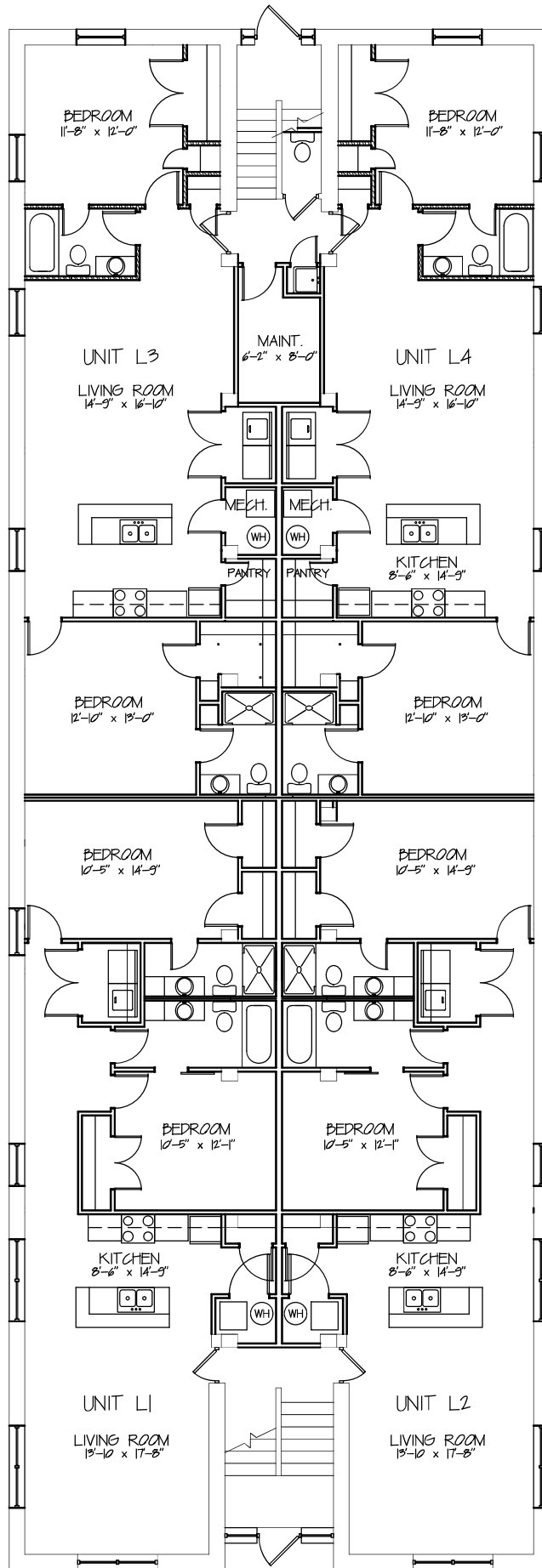
WEST ELEVATION

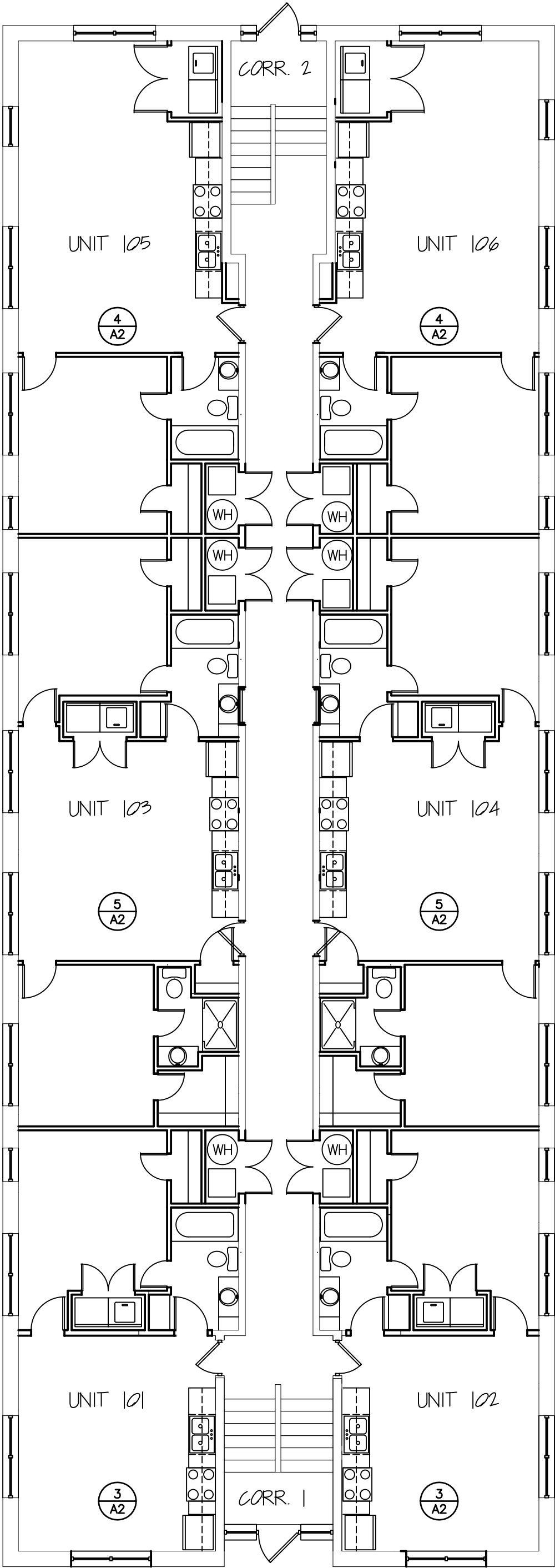


2 NORTH ELEVATION



1 SOUTH ELEVATION

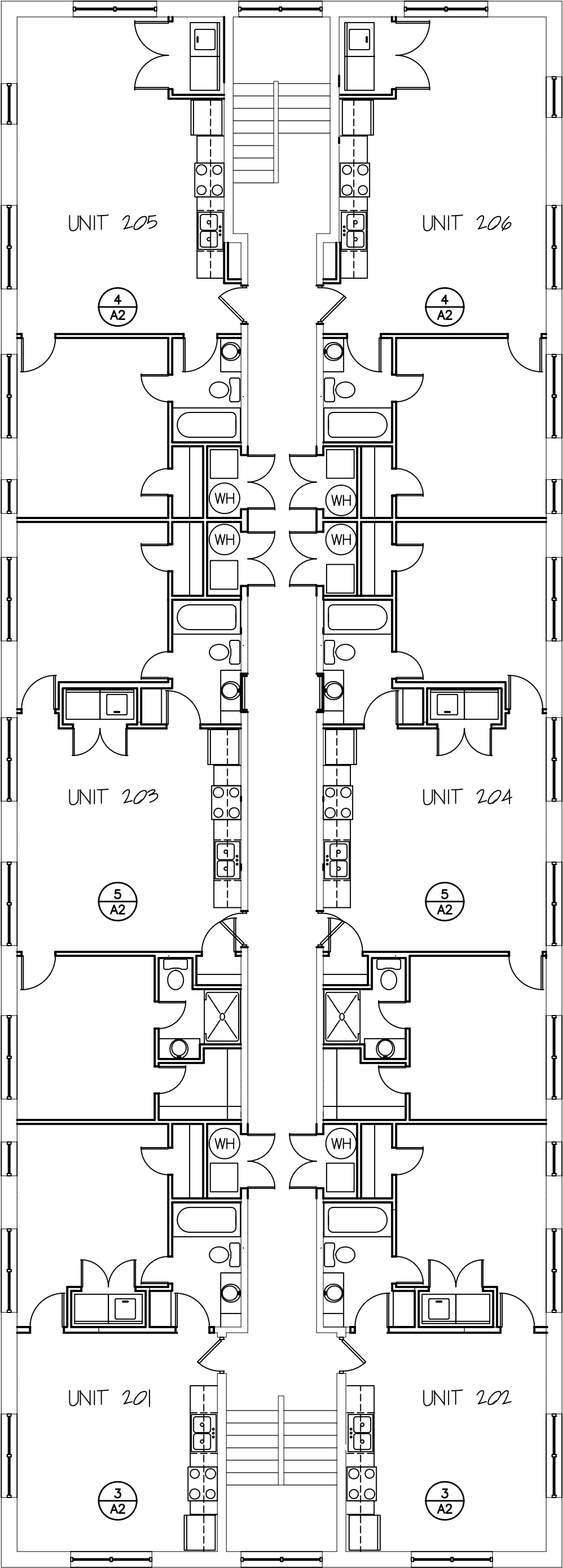




FIRST
FLOOR PLAN

2
A2

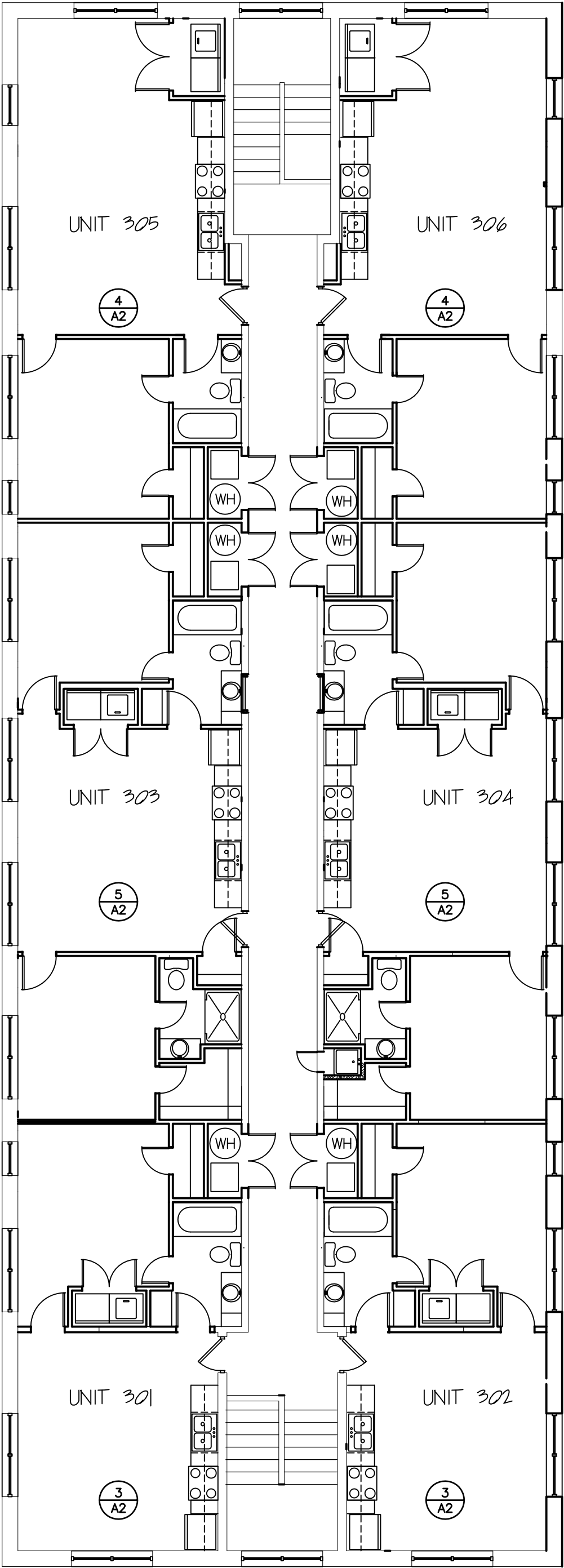
1/8" = 1'-0"



3
A2

SECOND
FLOOR PLAN

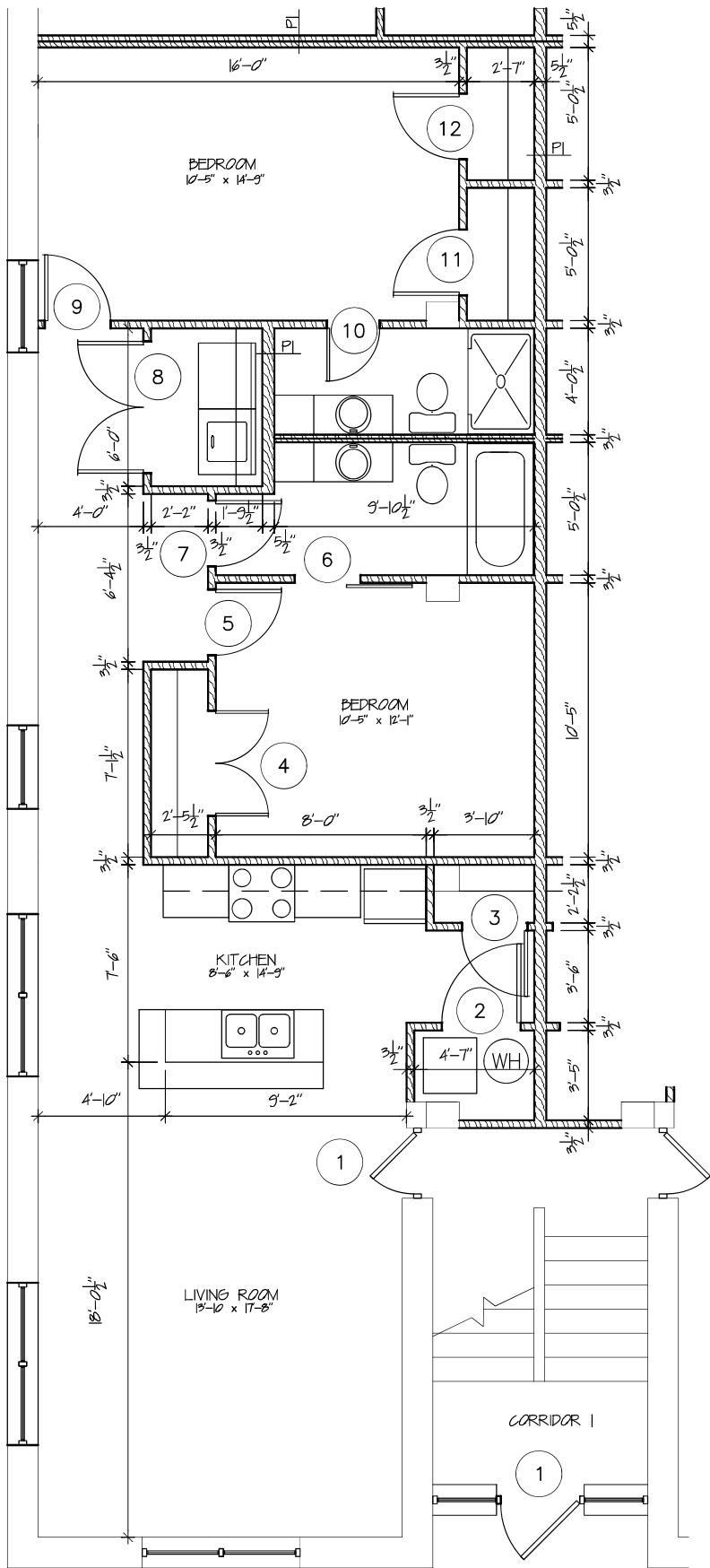
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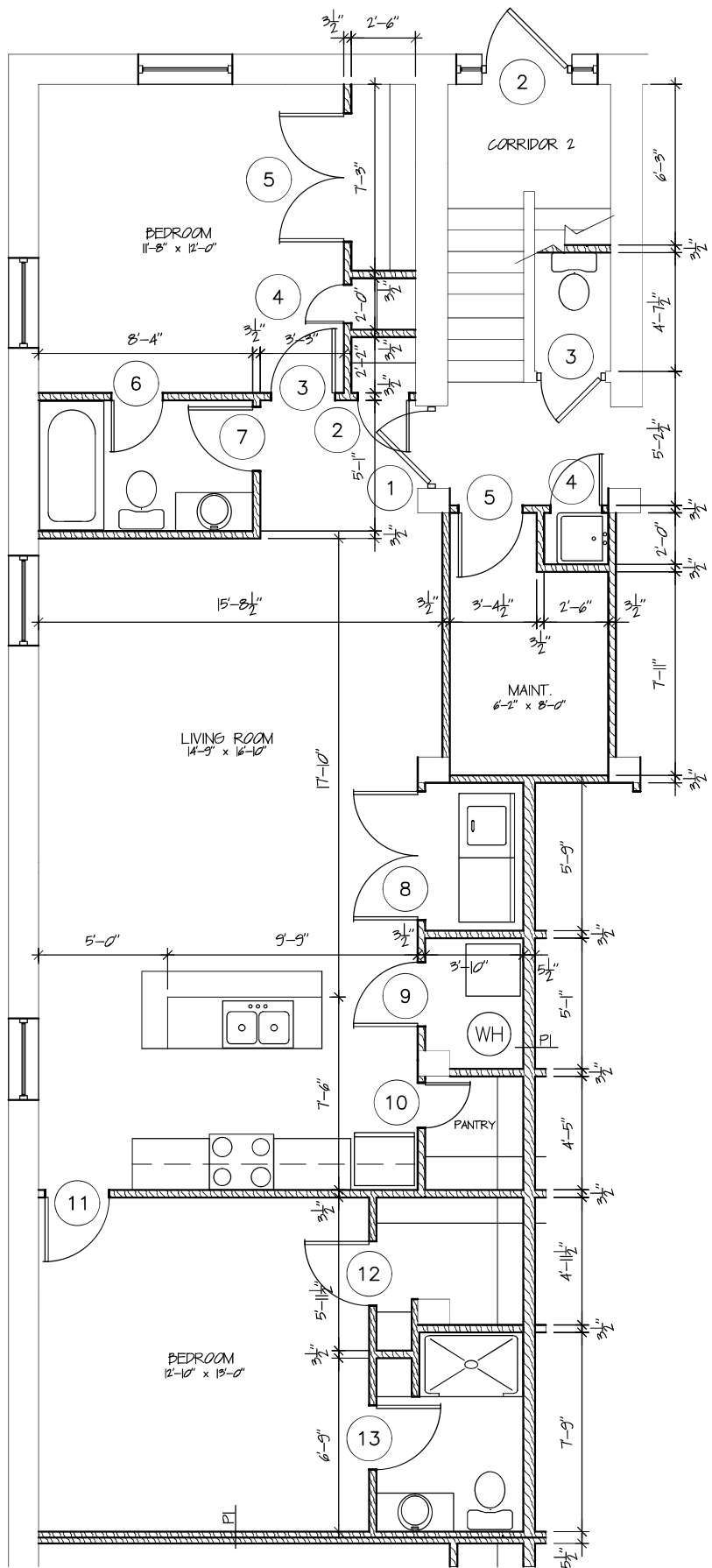
THIRD
FLOOR PLAN

4
A2

1/8" = 1'-0"



UNIT L1
FLOOR PLAN



UNIT L3
FLOOR PLAN



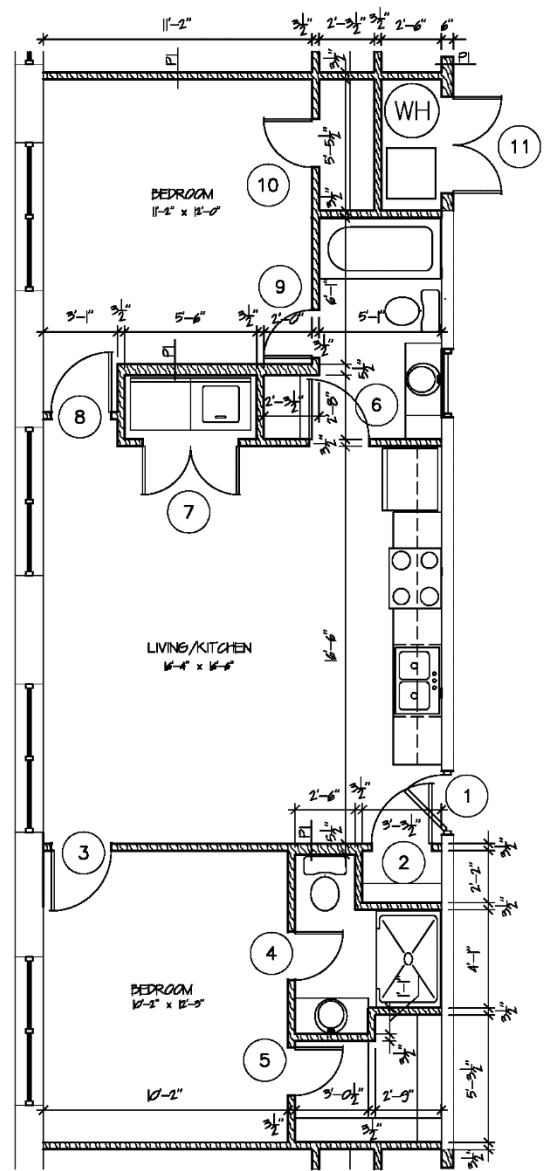
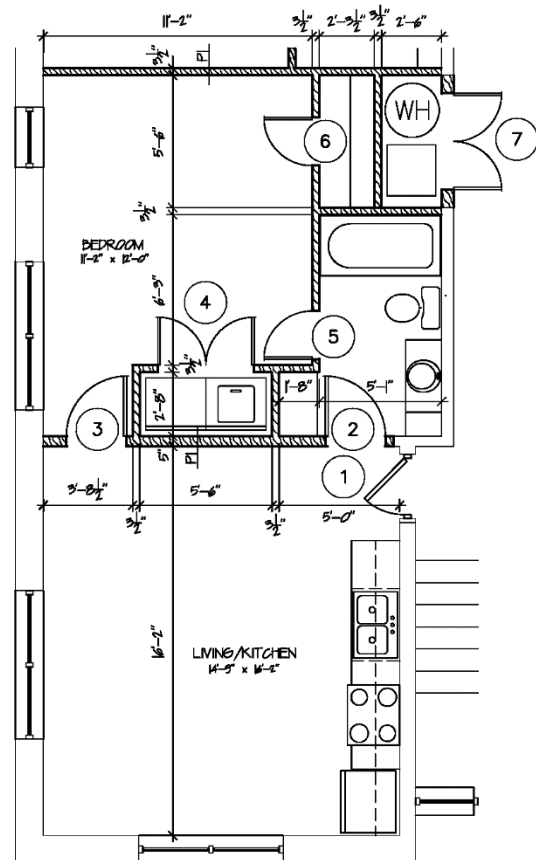
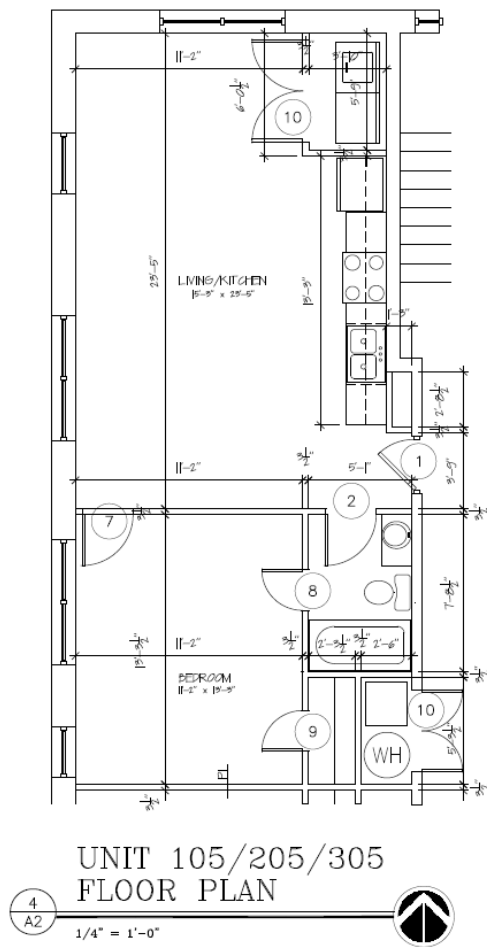


EXHIBIT B

Amended Redevelopment Plan

Amendment / Supplemental Information Summary:

This Amendment to the Redevelopment Plan for the Beverly Lofts Redevelopment Area (the “**Original Redevelopment Plan**” and collectively with this Amendment the “**Redevelopment Plan**”) is a supplement to the Original Redevelopment Plan as approved as Council Bill No. 2017-065 by the Springfield, Missouri City Council via Ordinance No. 26866 on April 3, 2017 and Council Bill No. 2017-202 by the Springfield, Missouri City Council via Ordinance No. 26939. All of the information contained in the Original Redevelopment Plan remains true and correct in all material forms and are applicable to the Phase II portion of the previously approved redevelopment plans, except that the Phase II development will now construct eighteen (18) units instead of the twenty-four (24) to twenty-six (26) units referenced in the Original Redevelopment Plan. The Original Redevelopment Plan and its relevant information is provided as Exhibit F to this Amendment. Phase II involves the construction of twelve (12) two-bedroom and six (6) one-bedroom multi-family apartment units, which will accommodate approximately thirty (30) residents within a three story building and associated parking on the parcel referenced as 519 E. Cherry St. The Phase II development will complement existing Phase I improvements and serve as a companion property by maintaining the use of high quality materials while designed in style and appearance to be its own distinct apartment building.

The Phase II Project site is located within the approved Redevelopment Area and was included in the original Blight Determination within the Redevelopment Plan. Phasing was specifically contemplated in the Redevelopment Plan and the inclusion of a future Phase II was specifically approved under the original Redevelopment Plan pursuant to an amendment. Pursuant to Section III (B) of the Redevelopment Plan, this Amendment is being provided to include a Phase II site plan, tax impact analysis, and additional development details prior to the beginning of construction on Phase II. These items are included as provided for in Index Below

The tax abatement provided is under Chapter 353 of the Missouri Revised Statutes designated as “The Urban Redevelopment Corporations Law” and provides one hundred percent (100%) real property tax abatement for ten (10) years and fifty percent (50%) real property tax abatement for fifteen (15) years. The impact of the real property tax abatement is described in the Tax Impact Analysis attached hereto as Exhibit E, but the redevelopment with eligible abatement applied over the twenty-five (25) year abatement period results in a benefit to the taxing jurisdictions of \$221,213.00 over that same time period.

The estimated construction schedule for the Phase II development set forth in Section IV of the Redevelopment Plan is amended to the following timeline:

- Pre-Construction (Inspections/Permits): Completed by February 2017
- Site Work (Demolition): Completed by March 2017
- Construction of Building: Completed by December 31, 2024

Phase II Information Index

Site PlanExhibit A

Floor Plan	Exhibit B
Elevations / Renderings.....	Exhibit C
Tax Impact Analysis.....	Exhibit D
Estimated Construction Costs.....	Exhibit E
Original Blight Report and Redevelopment Plan	Exhibit F
Appraisal (provided under separate cover).....	Exhibit G

Exhibit A

Site Plan

[please see attached]

Exhibit A-1

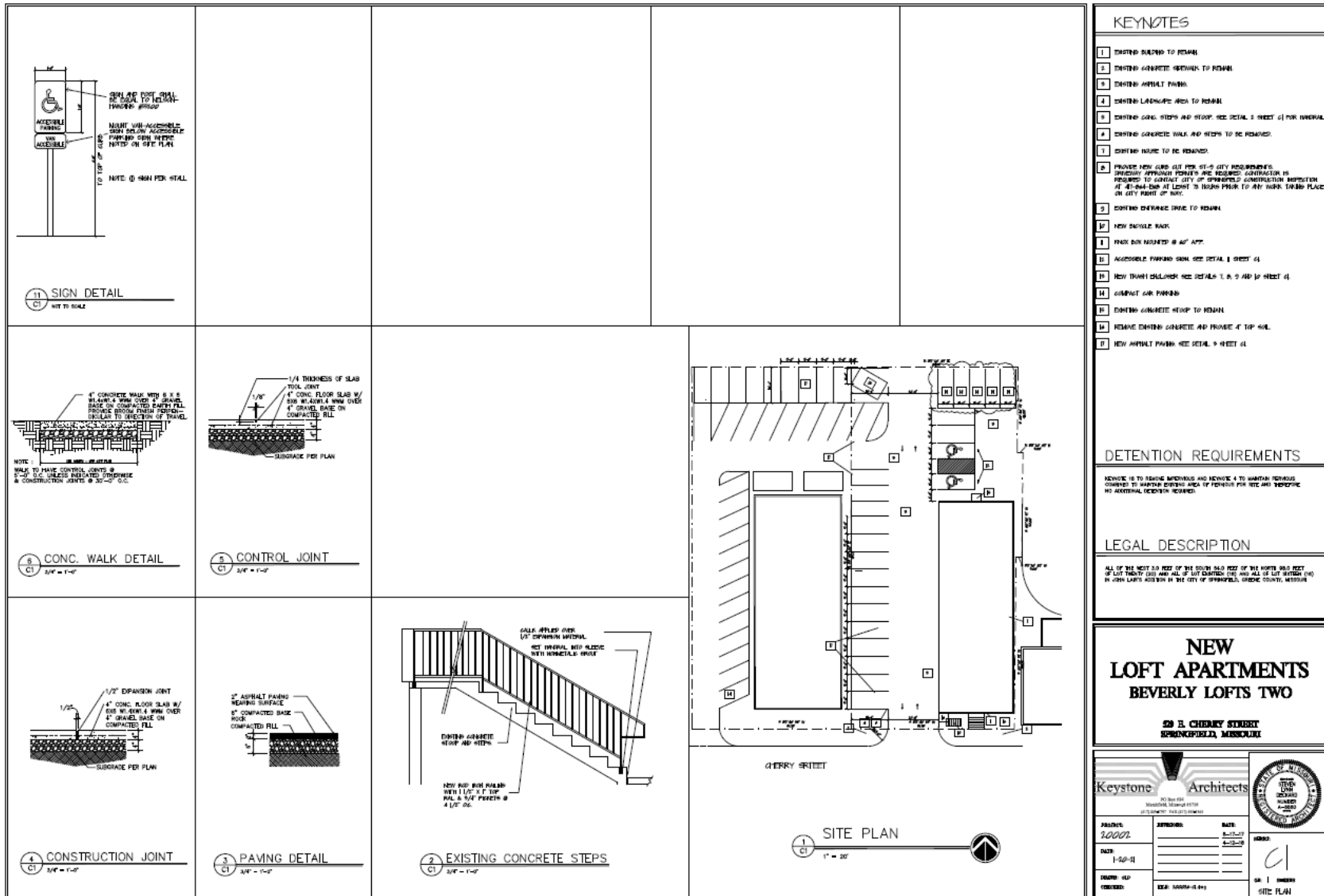


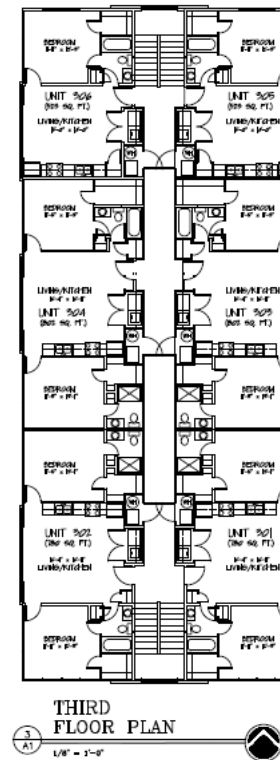
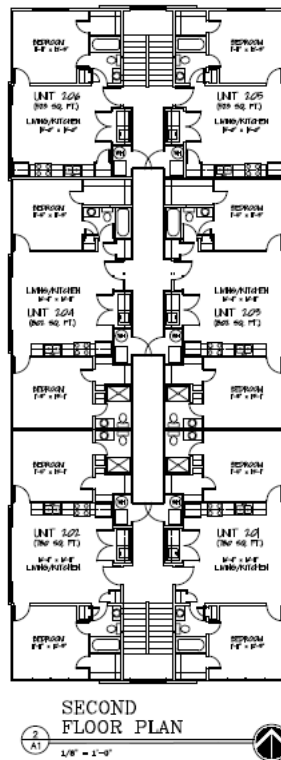
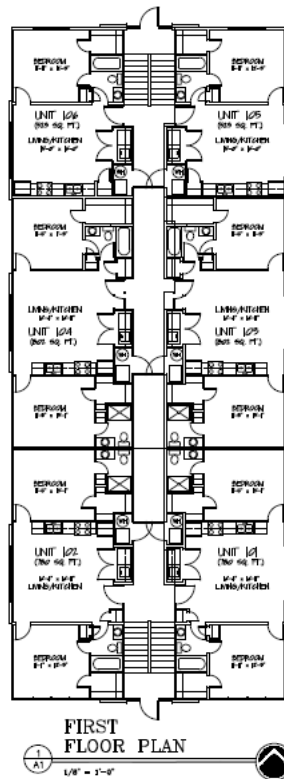
Exhibit A-2

Exhibit B

Floor Plan

[please see attached]

Exhibit B-1



**NEW
LOFT APARTMENTS
BEVERLY LOFTS TWO**
505 E. CHERRY STREET
SPRINGFIELD, MISSOURI

Keystone Architects
P.C. BULLOCK
MANAGING PRINCIPAL/ARCHITECT
1000 N. 10TH STREET, SUITE 100
SPRINGFIELD, MISSOURI 65802

PROJECT:	20002	DATE:	1-19-21
DATE:	1-19-21	DATE:	
SCALE:	1/8"	DATE:	
CONTR:	1000-41	DATE:	

A1
SP. 7 BEVERLY
FLOOR PLANS

Exhibit C

Elevations / Renderings

[please see attached]



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

**NEW
LOFT APARTMENTS
BEVERLY LOFTS TWO**

228 N. CHERRY STREET
SPRINGFIELD, MISSOURI

Keystone Architects 228 N. CHERRY STREET SPRINGFIELD, MISSOURI 65801 TEL: 417-863-1234 FAX: 417-863-1235		A4 OF 100000 ELEVATIONS
PROJECT: <i>2000</i>	DATE: 1-25-11	
DRAWN: KLP CHECKED: KLP	DESIGNED: KLP DATE: 1-25-11	
SCALE: 1/8" = 1'-0"		



SOUTH ELEVATION

Exhibit C-3

One-Rdg. _____
P. Hrngs. X
Pgs. 12
Filed: 11-09-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-289

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 36, 'Land Development Code,' Article
2 III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,'
3 Section 36-454 - 'Signs,' Subsection (19), 'Interstate Highway
4 Commercial Sign District' to rename the subsection, add a new area to
5 the subsection, and reorganize the subsection to provide clarity
6 regarding the application of subsection.
7
8

9 WHEREAS, the purpose of the "Interstate Highway Commercial Sign District" set
10 forth in Section 36-454(19) is to permit detached signs in proximity to the intersection of
11 qualifying major commercial streets with an interstate highway, where larger and taller
12 detached signs are deemed appropriate due to the orientation of the commercial activity
13 located at these intersections and the higher speeds of freeway traffic; and
14

15 WHEREAS, Section 36-454(19) requires modification to recognize that existing
16 districts extend down U.S. Highway 65, which is a state highway rather than an
17 interstate; to clarify application of its provisions to existing districts; and to apply to new
18 emerging freeway or interstate intersections, including the emerging activity center at
19 Interstate 44 and Mulroy Road; and
20

21 WHEREAS, the Planning and Zoning Commission initiated amendments to
22 Section 36-454(19) at its meeting on October 7, 2021, and held a public hearing and
23 recommended approval of the proposed changes to Section 36-454(19) at its meeting
24 on November 4, 2021.
25

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

29 Section 1 – Chapter 36 of the Springfield City Code, 'Land Development Code,'
30 Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section
31 36-454 - 'Signs,' Subsection (19), 'Interstate Highway Commercial Sign District' is

hereby amended to read as shown in "Exhibit B – Attachment 2," which is attached hereto and incorporated herein by this reference.

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentence, clause, or phrase be declared invalid.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

Approved for Council action: Jason R. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021 -289

FILED: 11/09/2021

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: An amendment to the Springfield Land Development Code, Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section 36-454. 'Signs' Subsection (19), 'Interstate Highway Commercial Sign District' to rename, add areas and reorganize to provide clarity when applying this subsection.

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – INTERSTATE HIGHWAY COMMERCIAL SIGN DISTRICT AMENDMENTS

Planning and Zoning Commission initiated amendments to the Zoning Ordinance regarding the Interstate Highway Commercial Sign District on October 7, 2021.

Staff is proposing amendments to the Interstate Highway Commercial Sign District section, 36-454. (19), to add a new area (Mulroy and Interstate 44) and to rename and reorganize the subsection for clarity.

The purpose of the "Interstate Highway Commercial Sign District" is to permit detached signs in proximity to the intersection of qualifying major commercial streets with an interstate highway. Larger and taller detached signs are deemed appropriate in these areas due to the orientation of the commercial activity located at these intersections and the higher speeds of freeway traffic.

Staff realizes that this particular subsection of the Sign Code was last amended in 2008 and may need modification to apply to new emerging freeway or interstate intersections. Interstate 44 (I-44) and Mulroy Road has been identified as one of those emerging activity centers that could use additional sign height for commercial businesses.

Staff also realizes that this section has been amended over the years and needed to be re-organized to provide more clarity when applying these requirements.

As part of the clarification, staff is proposing to rename this subsection of the Sign Code as the "Freeway Commercial Sign District" since it also extends down U.S. Highway 65 which is not an interstate highway instead a state highway.

If the amendments are approved, properties within a 660-foot radius from the intersection of the rights-of-way of I-44 and Mulroy Road will be able to have a detached sign in a business area with a maximum effective area of 600 square feet, and a maximum height 70 feet above street grade of the closest street to the sign.

Currently, properties at the I-44 and Mulroy Road within a business area would be allowed a detached sign based upon the classification of street and the amount of

frontage on the street determined to be the frontage.

Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.

The Growth and Development Advisory Council (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments.

FINDINGS FOR STAFF RECOMMENDATION:

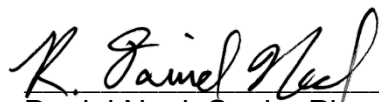
1. Staff is requesting amendments to the Sign Code to rename and add areas to the Interstate Highway Commercial Sign District. Staff is also requesting to reorganize this Section 36-454. (19) to make it easier to understand and apply.
2. The I-44 and Mulroy Road interchange is designated as an Emerging Activity Center in the *Growth Management and Land Use* element of the *Comprehensive Plan*. Land in each Activity Center should be intensively and efficiently used.

REMARKS:

The Planning and Zoning Commission held a public hearing on November 4, 2021, and recommended approval, by a vote of 8 to 0, of the proposed changes to the Zoning Ordinance.

The Planning and Development staff recommends approval of the proposed amendments.

Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Brendan Griesemer, AICP
Acting Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Proposed Amendments

EXHIBIT A

RECORD OF PROCEEDINGS
INTERSTATE HIGHWAY COMMERCIAL SIGN DISTRICT AMENDMENTS
Planning and Zoning Commission – November 4, 2021

Interstate Highway Commercial Sign District Amendments Citywide

Applicant: City of Springfield

Mr. Hosmer states that this is a request to amend the Interstate Highway Commercial Sign District Requirements Section 36-454 (19). The purpose of the "Interstate Highway Commercial Sign District" is to permit detached signs in proximity to the intersection of qualifying major commercial streets with an interstate highway. Larger and taller detached signs are deemed appropriate in these areas due to the orientation of the commercial activity located at these intersections. On premise freestanding signs within the district are permitted to increase their height ranging from 40 to 50 and 70 feet and their total effective area ranging from 400 to 450 to 600 square feet. The maximum sign height for commercial signs in other areas is 40 feet high with a maximum of 400 square feet total effective area.

Locations:

- Property within a 660-foot radius from the intersection of:
- Interstate 44 and Kansas Expressway;
- Kearney Street and Schoolcraft Freeway (U.S. 65);
- Sunshine Street and Schoolcraft Freeway (U.S. 65); and
- The southwest quadrant of Chestnut Expressway and Schoolcraft Freeway.

Property with frontage on Glenstone Avenue between the northern right-of-way of Kearney Street and 100 feet north of the northern right-of-way of McClernon Street, plus property within an 1,800-foot radius from the center of the intersection of the rights-of-way of Interstate 44 and Glenstone Avenue. Property at the southwest quadrant of Interstate Highway 44 and U.S. Highway 65 within an 1,800-foot radius from the center of the intersection of the rights-of-way of these two highways. This subsection of the Sign Code was written in 1986 and last amended in 2008 and needed modifications. Interstate 44 (I-44) and Mulroy Road has been identified as an emerging activity center that could use additional sign height for commercial businesses. Staff also realized that since this section has been amended several times it needed to be re-organized to provide more clarity for interpretations and enforcement. Staff is proposing to rename this subsection of the Sign Code as the "Freeway Commercial Sign District" since U.S. Highway 65 is not an interstate. I-44 and US 65 are classified as a Freeway's by the City. Staff recommends approval of the amendments.

Mr. Colony noted that they are adding Mulroy Road along 1-44 into this classification and asked if they are maintaining the same criteria for signs of height and area for businesses.

Mr. Hosmer stated that it is same criteria for signs as the other areas.

Mr. Jobe asked if the language (Section 36-454) will expand to other sign districts.

Mr. Hosmer noted for clarification that it does not include freeways within the scenic corridors and that Mulroy Road is only being added.

Mr. Knuckles asked about examples of difficulties of existing language.

Mr. Hosmer gave examples and wants to consolidate all the language, location, and exemptions.

Mr. Doennig opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Interstate Highway Commercial Sign District Amendments (Citywide). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, and Broekhoven. Nays: None. Abstain: None. Absent: Lebeck.

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

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

November 4, 2021

November 15, 2021

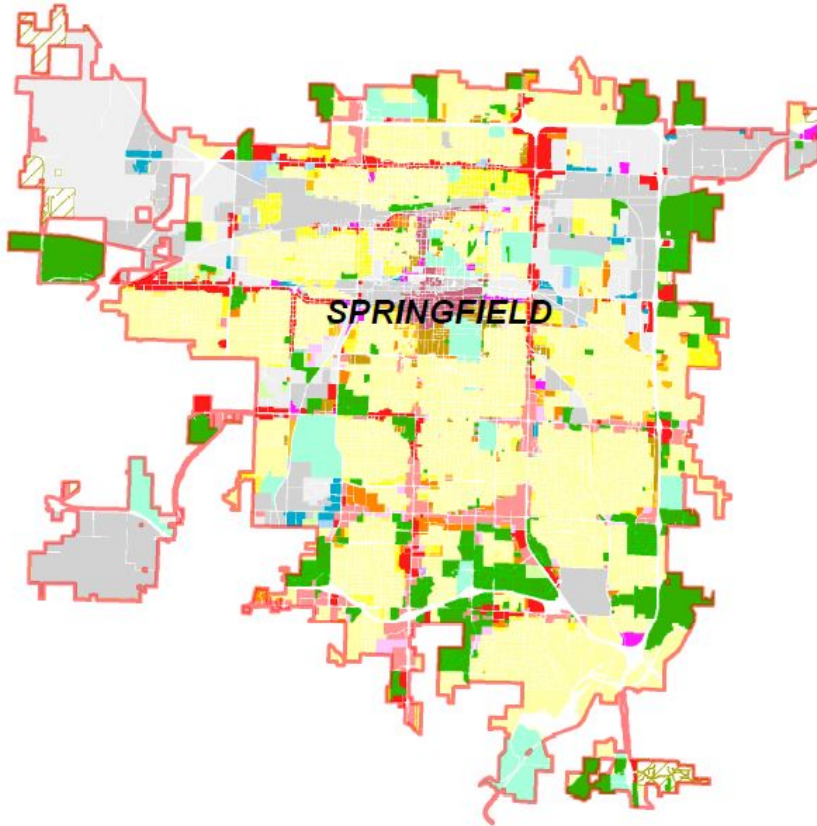
CASE: Interstate Highway Commercial Sign District Amendments

APPLICANT: City of Springfield

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

STAFF RECOMMENDATIONS:
 Approve

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



SUMMARY OF REQUEST:

Staff is proposing amendments to Section 36-454.(19), Interstate Highway Commercial Sign District, to rename, add areas and reorganize to provide clarity when applying this section

FINDINGS FOR STAFF RECOMMENDATIONS:

1. Staff is requesting amendments to the Sign Code to add additional areas to the Interstate Highway Commercial Sign District. Staff is also requesting to reorganize this Section 36-454.(19) to make it easier to understand and apply.
2. The I-44 and Mulroy Road interchange is designated as an Emerging Activity Center in the *Growth Management and Land Use* element of the *Comprehensive Plan*. Land in each Activity Center should be intensively and efficiently used.

Development Review Staff Report



PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

- (a) *Text amendments.* If the request is for an amendment of the text of this article, the recommendation of the planning and zoning commission may consider:
1. Whether the proposed text amendment is consistent with the Springfield Comprehensive Plan;
 2. Whether the proposed text amendment is consistent with the intent and purpose of this article;
 3. The areas of the city that are most likely to be affected by the proposed text amendment and the manner in which those areas will be affected;
 4. Whether the proposed text amendment is necessitated by a change in conditions in the zoning districts affected and the nature of such changed conditions;
 5. Information submitted at the public hearing.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The I-44 and Mulroy Road interchange is designated as an Emerging Activity Center in the *Growth Management and Land Use* element of the *Comprehensive Plan*. Activity Centers are areas of significant business and high-density housing developments. It is intended that additional development be concentrated in and around Activity Centers so as to optimize transportation investments, citizen convenience, investor confidence, a compact growth pattern and a sense of urban excitement. Land in each Activity Center should be intensively and efficiently used.

STAFF COMMENTS:

1. Staff is proposing amendments to the Interstate Highway Commercial Sign District section, 36-454.(19), to add one new area (Mulroy and Interstate 44) and to reorganize the section for clarity.
2. The purpose of the "Interstate Highway Commercial Sign District" is to permit detached signs in proximity to the intersection of qualifying major commercial streets with an interstate highway. Larger and taller detached signs are deemed appropriate in these areas due to the orientation of the commercial activity located at these intersections.
3. Staff realizes that this particular subsection of the Sign Code was last amended in 2008 and may need modification to apply to new emerging freeway or interstate intersections. Interstate 44 (I-44) and Mulroy Road has been identified as one of those emerging activity centers that could use additional sign height for commercial businesses.
4. Staff also realizes that this section has been amended over the years and needed to be re-organized to provide more clarity when applying these requirements.
5. As part of the clarification, staff is proposing to rename this subsection of the Sign Code as the "Freeway Commercial Sign District" since it also extends down U.S. Highway 65 which is not an interstate highway instead a state highway.
6. If the amendments are approved, properties within a 660-foot radius from the intersection of the rights-of-way of I-44 and Mulroy Road will be able to have a detached sign in a business area with a maximum effective area of 600 square feet, and a maximum height 70 feet above street grade of the closest street to the sign.
7. Currently, properties at the I-44 and Mulroy Road within a business area would be allowed a detached sign based upon the classification of street and the amount of frontage on the street determined to be the frontage.
8. A premises fronting on a primary arterial, expressway, or freeway shall be allowed a detached sign with an effective area determined by adding 100 square feet to a ratio of two square feet of effective area per lineal foot of frontage along the arterial expressway or freeway. In the case of a double-frontage lot, only the frontage on which the sign is placed shall be used in calculating the effective area.
9. If the premises is a corner lot and the sign is located an equal distance from the edges of two intersecting streets, the street with the highest classification as defined by the major thoroughfare plan shall be used to size the effective area of the sign. If the streets are of the same classification, the street with the longest frontage shall be used to size the effective area of the sign.
10. The maximum effective area, based on the street classification, for any detached business sign shall be as follows: Local, collector, or secondary arterial: 250 square feet. Primary arterial, expressway, or freeway: 400 square feet.
11. The maximum height for signs outside of the interstate sign district is 40 feet high above street grade of the closest street to the sign.

Development Review Staff Report



PUBLIC NOTIFICATIONS:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The Growth and Development Advisory Council, Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments and public hearing dates.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 PROPOSED AMENDMENTS

Note: Language to be added is red underlined or removed is ~~red stricken~~. ~~Green strike through~~ is where language was moved from and blue underline is where the language was moved to.

Sec. 36-454. Signs.

(19) ~~Freeway~~Interstate highway commercial sign district.

- (a) *Purpose.* The purpose of the "~~freeway~~interstate highway commercial sign district" is to permit detached signs in proximity to the intersection of qualifying major commercial streets with an freeway or interstate highway. Larger and taller detached signs are deemed appropriate in these areas due to the orientation of the commercial activity located at these intersections. This does not include freeways within the Scenic Corridor Overlay District in Subsection (20).
- (b) *General provisions.* All signs located in ~~the freeway~~ interstate highway commercial sign districts shall conform to subsection (17) except as set forth in (c) below. the following:
1. ~~— The maximum effective area for any detached sign in a business area shall be 600 square feet.~~
 2. ~~— The maximum height for any detached sign in a business area shall be 70 feet in height above street grade of the closest street to the sign.~~
 3. ~~— Any premises in the "Glenstone Avenue interstate highway commercial sign district" created under subsection (19)(c)2. may erect two detached signs, provided one sign is over 50 feet in height and the other is not more than 25 feet in height. The total effective area permitted for the premises shall not be considered in reviewing the shorter sign, which may have an effective area up to 100 square feet.~~
 4. ~~— Any premises having frontage along Schoolcraft Freeway, in the "Schoolcraft Freeway/I-44 interstate highway commercial sign district" created under subsection (19)(c)3, is permitted to erect:~~
 - a. ~~— One detached sign with a maximum effective area of 450 square feet and a maximum height of 60 feet above adjacent street grade; and~~
 - b. ~~— One additional detached sign with a maximum height of 60 feet above adjacent street grade.~~

~~This provision shall not apply to any additional premises or lot created as the result of any subdivision action taken after the passage of General Ordinance No. 5777.~~
- (c) *Locations and exceptions.* The following exceptions to subsection (17) shall apply in the following areas, which are designated as "~~freeway~~interstate highway commercial sign districts.":
1. Property within a 660-foot radius from the intersection of the following rights-of-way of Interstate 44 (I-44) and Kansas Expressway; Kearney Street and Schoolcraft Freeway (U.S. Highway 65); Sunshine Street and Schoolcraft Freeway (U.S. Highway 65); ~~and The s~~Southwest quadrant of Chestnut Expressway and Schoolcraft Freeway (U.S. Highway 65); ~~and Interstate 44 (I-44) and Mulroy Road.~~

Development Review Staff Report



- a. The maximum height for any detached sign in a business area shall be 70 feet in height above street grade of the closest street to the sign. The maximum effective area for any detached sign in a business area shall be 600 square feet.
2. Property with frontage on Glenstone Avenue between the northern right-of-way of Kearney Street and 100 feet north of the northern right-of-way of McClernon Street, ~~plus and~~ property within a 1,800-foot radius from the center of the intersection of the rights-of-way of Interstate 44 ~~(I-44)~~ and Glenstone Avenue.
 - a. The maximum height for any detached sign in a business area shall be 70 feet in height above street grade of the closest street to the sign. The maximum effective area for any detached sign in a business area shall be 600 square feet; or
 - b. Any premises in this area may erect two detached signs, provided one sign is over 50 feet in height but not higher than 70 feet and the other is not more than 25 feet in height. The total effective area permitted for the premises shall not be considered in reviewing the shorter sign, which may have an effective area up to 100 square feet.
3. Property at the southwest quadrant of Interstate ~~Highway~~ 44 ~~(I-44)~~ and ~~Schoolcraft Freeway~~ (U.S. Highway 65) within a 1,800-foot radius from the center of the intersection of the rights-of-way of these two highways.
 - a. The maximum height for any detached sign in a business area shall be 70 feet in height above adjacent street grade of the closest street to the sign. The maximum effective area for any detached sign in a business area shall be 600 square feet; or
 - b. Any premises having frontage along Schoolcraft Freeway (U.S. Highway 65) in the Schoolcraft Freeway/I-44 ~~freeway~~ commercial sign district is permitted to erect two detached signs with a maximum height of 60 feet above adjacent street grade with a maximum ~~combined~~ effective area of 450 square feet. This provision shall not apply to any additional premises or lot created as the result of any subdivision action taken after the passage of General Ordinance No. 5777 on August 25, 2008.

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 11-09-21

Sponsored by Ollis

First Reading _____

Second Reading _____

COUNCIL BILL 2021-290

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article VI,
2 "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement
3 System," Section 2-444, "Board of trustees established; membership;
4 election of members" to allow for electronic elections.
5 _____
6

7 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
8 MISSOURI, as follows, that:
9

10 Section 1 – Springfield City Code, Chapter 2, 'Administration,' Article VI,
11 "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section
12 2-444, "Board of trustees established; membership; election of members," is hereby
13 amended to read as follows:
14

15 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)
16

17 Sec. 2-444. Board of trustees established; membership; election of members.
18

19 (a) There is hereby created a board to be known as the board of trustees of the
20 police officer' and fire firefighters' retirement fund of the city. The board of trustees
21 shall consist of nine voting members: one participant employed by the police
22 department, one participant employed by the fire department, one former
23 participant who is currently receiving benefits from the system, and six citizen
24 members which shall be recommended by the city council public involvement
25 committee and approved by the city council. It is preferred that two of the citizen
26 members be from the professional community in the areas of financial
27 management or investment management. It is also preferred that one citizen
28 member be from the professional community in the areas of actuarial analysis or
29 auditing. Council will give special preference to applicants for board membership
30 who have training and background in actuarial analysis. It is also preferred that
31 one citizen member shall be from the medical profession with the background or
32 training as an RN, BSN, MSN, M.D. or D.O., as well as a preferred expertise in the
33 field of worker's compensation or disability determinations. One citizen member

34 shall be from the legal profession and engaged in the active practice of law. In
35 addition to the five citizen members who are from the preferred professional
36 backgrounds listed above, one additional citizen member designated as a citizen-
37 at-large member shall possess the same qualifications as a general city council
38 member as set forth in section 2.2 of the City Charter.

39
40 (b) In addition to the above members, there shall be five non-voting advisory
41 members of the board, as follows:

42
43 (1) The director of finance shall be designated by the city manager;

44
45 (2) One former participant who is currently receiving benefits from the system
46 who shall have the authority to cast votes at any meeting in the event the voting
47 former participant is absent from such meeting; and

48
49 (3) A city council member, or a council designee, to be appointed by the mayor
50 as a liaison between the city council and the board, whose duties shall include
51 the following:

52
53 a. Act as city council's liaison to the board.

54
55 b. Attend board meetings.

56
57 c. Submit an annual report to city council on the activities, actuarial
58 information, and fund performance of the retirement system.

59
60 d. Provide input to the board regarding council priorities/policies related to
61 retirement system issues.

62
63 e. Attend related training, seminars, and conferences to stay abreast of
64 retirement system issues.

65
66 f. Coordinate legislation and/or retirement system changes with the
67 appropriate council committee.

68
69 g. Such other duties as assigned by the city council.

70
71 h. When requested by the pension board or city council, coordinate
72 meetings between the board and council.

73
74 There shall also be one member who is a participant employed by the city police
75 department and one member who is a participant employed by the city fire department.
76 The two members shall be non-voting members in all matters except in the absence of

77 the voting member of the police or fire departments, in which case the non-voting
78 member of that department may cast votes on matters brought to vote by the pension
79 board at the meeting where the voting police or fire members are absent.

80
81 (c) For all elections occurring on or after December 2010, the voting and non-
82 voting board members of the police and fire departments, respectively, shall be
83 elected by the employees thereof, such election to be held within the respective
84 departments for five consecutive days, beginning on the first Monday in December
85 of each year, for terms of three years. Such election shall be held by secret ballot.

86
87 (1) Beginning February 1, 2010, the pension board members elected to their
88 first terms by the police and fire departments in December 2009 shall become
89 non-voting members of the pension board for the remainder of their two-year
90 terms. However, in order to have the terms of the police voting and non-voting
91 members staggered, the term of the voting member shall expire in December
92 2014 and the term of the non-voting member shall expire in 2015, there shall be
93 an election for the non-voting member position for a term to commence in 2015.

94
95 (2) The current term of the police voting member, set to end on December 31,
96 2010, will be extended for one additional year, with the term to now expire in
97 December 2011.

98
99 (3) The non-voting police and fire employee pension board members are
100 eligible to run as a voting member even though the non-voting member's term
101 has not expired. In the event the non-voting member is elected to the voting
102 member position, the pension board shall solicit from the affected department
103 applications for the vacant non-voting position. The board shall then interview
104 all applicants and then appoint an applicant to fill the unexpired term of the non-
105 voting member.

106
107 The board shall determine the procedure for nomination of candidates, for
108 distributing or otherwise making ballots available to participants in the police and fire
109 departments, for the casting of the ballots, and for the collection of such ballots after
110 voting. ~~The ballot boxes and ballots shall be placed at locations and in sufficient number~~
111 ~~as will accommodate the participants in each department and their respective working~~
112 ~~schedules as determined by the board, but shall include at least one ballot box at each~~
113 ~~of the following locations: the police headquarters building and the south side combined~~
114 ~~police and fire station, in their respective main lobby areas.~~ The members, who are
115 former participants, shall be elected for a three-year term by a vote of all former
116 participants and surviving spouses of deceased former participants who are receiving
117 benefits from the system in accordance with the provisions set forth in this section,
118 provided that no such beneficiary shall be entitled to more than one vote, and further
119 provided that the board shall establish procedures for absentee or mail-in ballots for

former participants and surviving spouses.

For the initial term of the non-voting former participant, the pension board of trustees shall solicit applications from former participants and after conducting interviews of the applicants, select a person for a term to expire at the same time as the term for the voting former participant. After the expiration of this initial term for the non-voting former participant and continuing thereafter, in the election of former participants who seek election to the pension board, the former participant receiving the greatest number of votes shall be the voting member and the former participant receiving the second greatest number of votes shall be the non-voting member. The terms of the voting and non-voting former participants shall be three years.

(d) Except as otherwise stated in this section, the qualifications, terms, restrictions, and removal of the six citizen members of the board appointed by the city council public involvement committee and confirmed by the city council shall be the same as described in article XV of the City Charter generally for members of administrative boards established under said article, except that, such citizen members, other than the citizen-at-large member, shall not be required to be residents and qualified voters of the city either prior to or at the time of their appointment, or during their membership on the board. If a citizen member is not a resident of the city at the time of his appointment, the location of his professional business office or his employer shall be within the city at the time of his appointment. The city council public involvement committee will notify the president of the board of trustees in writing of the names of persons they intend to appoint to the board not less than ten days prior to a regularly scheduled meeting of the board, and said regular meeting of the board shall be prior to the date of the submission of the appointment to the city council. The city council public involvement committee may also appoint or reappoint one or more of these board members for terms of less than three years, so that the expiration of the appointed board members' terms are staggered such that no more than two appointed board members' terms expires in any given year. An appointed member may also be subject to removal by the city council public involvement committee if the member fails to attend three or more consecutive regularly scheduled monthly board meetings in a 12-month period during the member's term, or if the member fails to attend five meetings in a 12-month period during the member's term.

(e) Elected board members shall serve until their successors are elected and qualified. Appointed members shall also serve until their successors are duly confirmed. If an elected board member fails to serve a full term, a special election to fill the vacancy shall be called after at least 15 days' notice, on the first Monday of the next succeeding month thereafter. Voting shall be according to the same procedures applicable to regularly called elections.

(f) Notwithstanding anything herein to the contrary, no special election shall be called if, after notice, the first Monday of the next succeeding month would fall in the month of November.

(g) In the event the board determines by an affirmative vote of five or more of its

members that any elected member has an actual or apparent conflict of interest such that the said member cannot reasonably perform his duties in an appropriate manner, and said member fails or refuses to take such action to purge himself the board may act by an affirmative vote of five or more of its members to remove said member as a member of the board, and the seat shall be declared vacant and a new election for the seat shall be held. In such event, the unseated member may submit an appeal of the removal within ten days to the secretary of the board, who shall arrange for a hearing examiner to review and determine the issue of the conflict of interest and the appropriateness of the board's removal action. The hearing examiner shall conduct the hearing pursuant to the procedures set out in subsection 2-449(c) and shall review the facts and the action taken in light of the applicable law, relevant City Charter and city ordinance provisions, and city custom and practice regarding conflict of interest issues. The decision of the hearing examiner upon the nature and extent of the conflict of interest shall be final upon the board and the member.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

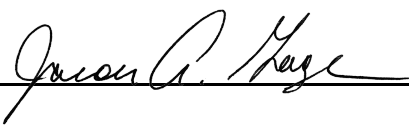
Passed at meeting:

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 290

FILED: 11-09-21

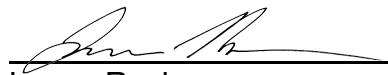
ORIGINATING DEPARTMENT: Law Department on behalf of Police and Fire Pension Board of Trustees

PURPOSE: To allow the Police and Fire Pension Board of Trustees ("Board") to no longer require the posting of physical ballots and ballot boxes for police and fire employee candidates for board membership and to institute an electronic voting process for such members.

BACKGROUND: Low turnout was experienced in the most recent elections for board members who are employees within the police and fire departments. In order to attempt to increase voter participation, the Board wishes to implement an electronic voting process. The current version of Springfield City Code Section 2-444 vests the Board with authority to determine the procedure for distributing ballots, casting ballots, and collection of ballots, but also specifies that physical ballots and ballot boxes be posted at the police headquarters and the south-side combined police and fire station. The Board wishes to implement an electronic voting process and to remove the requirement of physical ballots and ballot boxes. The Board has voted in favor of a motion to institute these changes, including requesting that City Council make any needed change to the applicable ordinances to allow for this purpose.

REMARKS: The Board Secretary has discussed with the Human Resources Department the use of an electronic voting process that the Human Resources Department currently uses for electing LAGERS representatives on behalf of the City. It is believed that this same process can be utilized for the election of police and fire Board members. An email containing a link will be sent to eligible police and fire employees. Those that wish to vote, will click on the link which will take them to a separate, secure website that will allow each individual to record his or her vote. The Board Secretary has stated that this electronic process will result in a secret ballot in that there will not be a way to determine who eligible police and fire employees voted for.

Submitted by:


Lance Roskens,
Assistant City Attorney

Approved by:


Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 39 _____
Filed: 11-09-21 _____

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-291

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into Schedule of Equipment
2 No. 3, which will become a part of its existing Master Equipment Lease
3 Purchase Agreement, the proceeds of which will be used to pay the
4 costs of acquiring equipment for the City and to do all things necessary
5 to carry out the lease-purchase transaction, including the execution of
6 certain documents in connection therewith; and amending the budget
7 of the City for Fiscal Year 2021-2022 in the amount of \$705,755.
8 _____
9

10 WHEREAS, as authorized by Special Ordinance 27246, the City of Springfield,
11 Missouri (the "City"), as lessee, previously entered into a Master Equipment Lease
12 Purchase Agreement dated as of October 25, 2019 (the "Master Lease"), with Central
13 Trust Bank, dba Central Bank of the Ozarks, as lessor (the "Lessor"), pursuant to which
14 the City will from time to time lease certain equipment on a tax-exempt basis from the
15 Lessor pursuant to schedules of equipment thereto, on a year-to-year basis with an
16 option to purchase the Lessor's interest in such equipment; and
17

18 WHEREAS, the City desires to obtain funds to pay the costs of acquiring and
19 installing equipment for City-wide information services improvements and equipment for
20 the Parks Department (as further described in Schedule No. 3 defined below, as it may
21 be revised) (the "Equipment"); and
22

23 WHEREAS, the Finance Department has obtained a competitive rate quotation
24 for the financing; and
25

26 WHEREAS, the Equipment will be acquired and installed in accordance with the
27 City's Purchasing Manual; and
28

29 WHEREAS, in order to facilitate the foregoing and to pay the cost of acquiring
30 and installing the Equipment, it is necessary and desirable for the City to take the
31 following actions:
32

1. Enter into Schedule of Equipment No. 3 to the Master Lease (which incorporates the terms and conditions of the Master Lease), in substantially the form attached hereto and incorporated herein by reference as "Exhibit 1" ("Schedule of Equipment No. 3"), with the Lessor, the party determined by the City to have submitted the most favorable proposal in response to the City's request, pursuant to which the City, as lessee, will lease the Equipment from the Lessor, on a year-to-year basis with an option to purchase the Lessor's interest in the Equipment; and
2. If determined to be necessary by the City, enter into an Escrow Agreement relating to Schedule No. 3 in substantially the form attached hereto and incorporated herein by reference as "Exhibit 2" (the "Escrow Agreement") with the Lessor and the escrow agent to be named therein, pursuant to which the proceeds of Schedule No. 3 will be held in trust by said escrow agent pending its use to purchase the Equipment financed under Schedule No. 3.
3. Execute and deliver a Federal Tax Certificate relating to Schedule No. 3 in substantially the form attached hereto and incorporated herein by reference as "Exhibit 3" (the "Tax Certificate"), setting forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of Schedule No. 3.

(Schedule No. 3, the Escrow Agreement and the Tax Certificate are referred to collectively herein as the "City Documents"); and

WHEREAS, the maximum annual payments for Schedule No. 3 for the Equipment are appropriated in the Fiscal Year 2021-2022 operating budget and a budget adjustment is necessary to appropriate the proceeds of Schedule No. 3; and

WHEREAS, the amendment to the budget for the City for Fiscal Year 2021-2022 for the acquisition and installation of the Equipment has been recommended and approved by the City Manager.

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

Section 1 – The financing of the Equipment is hereby approved, with the final terms to be set forth in the City Documents, in a form approved by the city attorney, upon the execution thereof, and the signature of the City Manager shall constitute conclusive evidence of the City Manager's approval thereof and the City's approval thereof.

Section 2 – The City Manager, or his designee, is hereby authorized to sign and execute, for and on behalf of the City, the City Documents in substantially in the form and content as those attached hereto and incorporated herein by reference as "Exhibit

1," "Exhibit 2," and "Exhibit 3," with such changes therein as shall be consistent with the terms of this Ordinance and as are approved by the City Attorney and City Manager, the City Manager's signature thereon being conclusive evidence of approval thereof. The City Clerk is hereby authorized to affix the City's Seal to the City Documents, if necessary, and attest said Seal.

Section 3 – The obligation of the City to pay Rental Payments (as defined in the Master Lease) under Schedule No. 3 is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in Schedule No. 3 constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of Schedule No. 3 will be construed so as to give effect to such intent.

Section 4 – The City Council hereby amends the budget for the City for Fiscal Year 2021-2022 in the accounts and in the amounts as shown on Budget Adjustment 31, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 4."

Section 5 – The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager. 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.

Section 6 – The officers of the City, including the City Manager, Finance Director, 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 and are consistent with the intent of this Ordinance in order to carry out and perform the purposes of this Ordinance and to make any changes or additions to the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 7 – The City expects to make capital expenditures after the date of the adoption of this Ordinance in connection with acquisition and installation of the Equipment, and the City intends to reimburse itself for such expenditures and also expenditures made with respect to acquisition and installation of the Equipment on or after sixty days before the date of this Ordinance with proceeds received under Schedule No. 3 in an amount of \$705,755.

Section 8 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

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126
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128
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130
131
132
133
134
135
136
137

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

Approved for Council action: James A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021- 291

FILED: 11-09-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City of Springfield, Missouri, to enter into a Master Equipment Lease Purchase Agreement and related Schedule or Schedules of Equipment, the proceeds of which will be used to pay the costs of acquiring equipment for the City, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2021-2022 in the amount of \$705,755.

BACKGROUND INFORMATION: The City has utilized a master lease agreement over the last several years as a low-cost means of acquiring capital equipment. This financing mechanism has allowed the City to acquire much-needed capital equipment at a very favorable interest rate. The financing term is five years. At the end of the five-year period, the City will own the equipment.

The proceeds of Schedule of Equipment No. 3 will be used to purchase equipment (vehicles, tractors, mowers, exercise equipment, pumps, scrubber, specialized equipment) for Parks and Golf, and information services security protocol equipment, including card readers on doors and related enhancements for the City's Information Technology Department.

The transaction will be financed by Central Bank of the Ozarks under the existing Master Equipment Lease Purchase Agreement. The interest rate on this transaction is 2.67 percent. This is a five-year financing with quarterly payments.

Submitted by:

Approved by:



David Holtmann, Director of Finance



Jason Gage, City Manager

GILMORE & BELL, P.C.
DRAFT-OCTOBER 28, 2021

SCHEDULE OF EQUIPMENT NO. 3

COUNTERPART NO. ____ OF 2

LESSOR'S INTEREST IN, TO AND UNDER THE LEASE, CONSISTING OF THIS SCHEDULE AND THE INCORPORATED MASTER AGREEMENT AS IT RELATES TO THIS SCHEDULE, MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Schedule of Equipment No. 3 dated as of December 9, 2021 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (as amended and supplemented, the "Master Agreement" and, as further amended and supplemented by this Schedule, the "Lease"), each between The Central Trust Bank, DBA Central Bank of the Ozarks, as Lessor, and City of Springfield, Missouri, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Master Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

4. Representations, Warranties and Covenants.

(a) Lessee hereby reaffirms its representations, warranties and covenants set forth in the Master Agreement as if made on the Commencement Date of the Lease and this Schedule.

(b) Lessee has provided lessor with audited financial statements through June 30, 2020. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since June 30, 2020.

(c) Lessee has complied with such public bidding requirements as may be applicable to the Lease and this related Schedule, and the acquisition and installation of the Equipment hereunder.

(d) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to include Lessor to enter into the Lease and this related Schedule, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

5. Tax-Exempt Interest Related Covenants, Representations and Warranties. Lessee hereby covenants, represents and warrants as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

6. Incorporation of the Master Agreement Terms and Provisions. Lessee and Lessor hereby ratify and confirm the Master Agreement, the terms and provisions of which (other than to the extent that they relate solely to other Leases or Equipment listed on Schedules to other Leases), except as specifically amended under paragraph 7 below, are hereby incorporated by reference and made a part hereof.

7. Purchase Option; Prepayment. Lessee may exercise its purchase option with respect to the Equipment subject to this Lease on any Rental Payment Date at the applicable Purchase Price shown on the Payment Schedule attached hereto, all in accordance with Section 10.01 of the Master Agreement. Upon 30 days' prior written notice to Lessor, Lessee will also have the option to partially prepay outstanding principal components of Rental Payments under this Lease on any Rental Payment Date, without penalty. Following any such partial prepayment, Lessor will provide Lessee with a new Payment Schedule reflecting application of the prepayment to principal components in inverse order of their due date.

8. Other Provisions. None.

Dated: December 9, 2021.

**THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS**

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager
Address: 840 Boonville Ave.
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 3**

EQUIPMENT DESCRIPTION

Equipment Description:

The Equipment consists of the following equipment:

- Equipment for use by Lessee's Park Department, as further described below:

Description	Estimated Cost
One (1) Park Operations Flatbed Truck	\$ 69,296.00
One (1) Park Operations One-Ton Utility Truck	47,216.98
One (1) Park Operations One-Ton Truck	30,718.00
One (1) Park Operations Half-Ton Truck	27,857.00
One (1) Park Operations Tractor	27,393.58
One (1) Golf Enterprise Fund Two-Post Lift	7,287.72
Three (3) Golf Enterprise Fund Tri-Plex Mowers	39,682.50
Two (2) Golf Enterprise Fund Fairway Mowers	50,875.00
One (1) Park Ranger Vehicle, plus outfitting	40,000.00
One (1) Cargo Van Location: Dickerson Park Zoo	24,677.00
One (1) Zero Turn Mower (72-inch cut) Location: Dickerson Park Zoo	13,500.00
One (1) Zero Turn Mower (48-inch cut) Location: Dickerson Park Zoo	6,554.00
Exercise Equipment Location: Chesterfield Family Center	33,500.00
Exercise Equipment Location: Doling Family Center	15,500.00
Exercise Equipment Location: Dan Kinney Family Center	32,800.00
Two (2) Park Administration Vehicles	60,000.00
One (1) Golf Enterprise Fund 25 HP Irrigation Pump (replacement)	8,200.00
One (1) Golf Enterprise Fund 60 HP Irrigation Pump (replacement)	9,650.00
One (1) Golf Enterprise Fund Two-Post Lift	7,373.65
One (1) Cooper Tennis Complex Auto Scrubber	16,249.72
One (1) Park Operations Top Dresser Unit	16,370.50
One (1) Jordan Valley Ice Park Oil Separator Unit	5,833.00

- Information services security protocol equipment, including card readers on doors and related enhancements at an estimated cost of \$106,755,

together with any and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto:

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to The Central Trust Bank, DBA Central Bank of the Ozarks, as escrow agent, pursuant to the Escrow Agreement dated as of December 9, 2021, among Lessor, Lessee and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein.

**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 3**

PAYMENT SCHEDULE

Rental Payments will be made in accordance with **Section 4.01** of the Master Agreement and this Payment Schedule.

Principal Amount: \$705,755

Interest Rate: 2.67%; 30/360 basis

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price*
3/9/2022	\$ 37,813.07	\$ 4,710.91	\$33,102.16	\$672,652.84
6/9/2022	37,813.07	4,489.96	33,323.11	639,329.73
9/9/2022	37,813.07	4,267.53	33,545.54	605,784.19
12/9/2022	37,813.07	4,043.61	33,769.46	572,014.73
3/9/2023	37,813.07	3,818.20	33,994.87	538,019.86
6/9/2023	37,813.07	3,591.28	34,221.79	503,798.07
9/9/2023	37,813.07	3,362.85	34,450.22	469,347.85
12/9/2023	37,813.07	3,132.90	34,680.17	434,667.68
3/9/2024	37,813.07	2,901.41	34,911.66	399,756.02
6/9/2024	37,813.07	2,668.37	35,144.70	364,611.32
9/9/2024	37,813.07	2,433.78	35,379.29	329,232.03
12/9/2024	37,813.07	2,197.62	35,615.45	293,616.58
3/9/2025	37,813.07	1,959.89	35,853.18	257,763.40
6/9/2025	37,813.07	1,720.57	36,092.50	221,670.90
9/9/2025	37,813.07	1,479.65	36,333.42	185,337.48
12/9/2025	37,813.07	1,237.13	36,575.94	148,761.54
3/9/2026	37,813.07	992.98	36,820.09	111,941.45
6/9/2026	37,813.07	747.21	37,065.86	74,875.59
9/9/2026	37,813.07	499.79	37,313.28	37,562.31
12/9/2026	<u>37,813.04</u>	<u>250.73</u>	<u>37,562.31</u>	0.00
Totals	<u>\$756,261.37</u>	<u>\$50,506.37</u>	<u>\$705,755.00</u>	

* Lessee's option to purchase is subject to the provisions of Section 10.01 of the Master Agreement, as amended by paragraph 7 of this Schedule.

GILMORE & BELL, P.C.
DRAFT-OCTOBER 28, 2021

ESCROW AGREEMENT

This Escrow Agreement (the “Escrow Agreement”), dated as of December 9, 2021, and entered into among **THE CENTRAL TRUST BANK, DBA CENTRAL BANK OF THE OZARKS**, a Missouri banking corporation (together with its successors and assigns, “Lessor”), **CITY OF SPRINGFIELD, MISSOURI**, a home rule charter city and political subdivision existing under the laws of Missouri (“Lessee”), and **THE CENTRAL TRUST BANK, DBA CENTRAL BANK OF THE OZARKS**, a Missouri banking association, in its capacity as escrow agent (together with its successors and assigns, “Escrow Agent”).

Name of Acquisition Fund: “City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 3”

Amount of Deposit into the Acquisition Fund: \$705,755

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Schedule of Equipment No. 3 dated as of December 9, 2021 (the “Schedule”) to that Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the “Agreement,” and together with the Schedule, the “Lease”), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent will not be deemed to be a party to the Lease, and this Escrow Agreement will be deemed to constitute the entire agreement among Lessor, Lessee and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special fund designated as set forth above (the “Acquisition Fund”) to be held and administered by Escrow Agent for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor will deposit in the Acquisition Fund the amount specified above. Moneys held by Escrow Agent hereunder will be invested and reinvested by Escrow Agent upon written order of an Authorized Lessee Representative as set forth on **Exhibit C** attached hereto, and in accordance with the Federal Tax Certificate executed by Lessee as of the date hereof, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, Escrow Agent will invest and reinvest such moneys in Qualified Investments described in **Section 6(vi)** below. Such investments will be held by Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. “Qualified Investments” means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated “Aaa” by Moody’s Investors Service or “AAAm-G” by Standard & Poor’s Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund will be used by Lessee to pay for the cost of acquisition and installation of the Equipment listed in the Lease and, if requested by Lessee, to pay certain costs of entering into the Lease. Such payment will be made from the Acquisition Fund upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit A**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition and installation of said Equipment and a written approval by Lessor of the Vendor to be paid, or in the event that certain costs of entering into the Lease are described in the Payment Request and Acceptance Certificate, an invoice specifying the amount of such costs. In making any disbursement pursuant to this **Section 7**, Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by Lessor will constitute unto Escrow Agent an irrevocable determination by Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by Lessee and approved by Lessor, or (b) the presentation of written notification to Escrow Agent by Lessor, or, if Lessor has assigned its interest under the Lease, then the assignees or subassignees of all of Lessor’s interest under the Lease or an agent on their behalf, that the Lease has been terminated pursuant to **Section 3.03 (a)** or **(c)** of the Agreement. Upon termination as described in clause (a) of this paragraph, Lessor may direct Escrow Agent to disburse any amount remaining in the Acquisition Fund will be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund will immediately be paid to Lessor or to any assignees or subassignees of Lessor’s interest in this Lease as directed in writing.

9. Escrow Agent may at any time resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee upon at least 30 days' written notice to Escrow Agent. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out

any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of \$-0-, to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, Escrow Agent will be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessee and in no event will such reimbursement be made from funds held by Escrow Agent pursuant to this Escrow Agreement. Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Acquisition Fund for the payment of fees and expenses for services rendered by Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or Escrow Agent are in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on the signature page of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt.

17. Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Escrow Agent in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

18. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which Escrow Agent is located.

19. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

20. This Escrow Agreement may not be amended or assigned except by a written instrument executed by Lessor, Lessee and Escrow Agent.

21. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

22. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature page follows.]

23. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to Escrow Agent such information as it may request, from time to time, in order for Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date set forth above.

**THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
LESSOR**

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

**CITY OF SPRINGFIELD, MISSOURI
LESSEE**

By: _____
Title: City Manager
Address: 840 Boonville Avenue
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

**THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
ESCROW AGENT**

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: The Central Trust Bank, DBA Central Bank of the Ozarks
1800 S. Glenstone Avenue
Springfield, MO 65804

Re: City of Springfield, Missouri Acquisition Fund established by the Escrow Agreement, dated as of December 9, 2021 (the "Escrow Agreement"), among The Central Trust Bank, DBA Central Bank of the Ozarks, as lessor ("Lessor"), City of Springfield, Missouri, as lessee ("Lessee"), and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the above-referenced Acquisition Fund to the person or corporation designated below as Payee, the amount set forth below in payment of a portion or all of the cost of the acquisition and installation of the equipment or costs incurred in entering into the Lease described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition and installation of the equipment or costs incurred in entering into the Lease described below and has not formed the basis of any prior request for payment.

The equipment or costs described below are (a) part or all of the "Equipment" that is listed in Equipment Schedule No. 3 dated as of December 9, 2021 (the "Schedule"), to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Agreement," and together with the Schedule, the "Lease"), described in the Escrow Agreement or (b) costs incurred in entering into the Lease.

<u>Quantity</u>	<u>Serial Number</u>	<u>Item</u>	<u>Amount</u>
-----------------	----------------------	-------------	---------------

Payee: _____

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.

- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Master Agreement.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Dated: _____, 20__.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

APPROVED FOR PAYMENT:

THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
LESSOR

By: _____
Title: _____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____, 20__.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

AUTHORIZED LESSEE REPRESENTATIVES

Each of the following person(s) is an **Authorized Lessee Representative** for Lessee authorized to execute documents and direct the Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessee's behalf (only one signature required):

Name	Specimen signature	Telephone No.
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Name	Telephone Number

GILMORE & BELL, P.C.
DRAFT-OCTOBER 28, 2021

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “**Tax Certificate**”), is executed as of December 9, 2021, by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with Schedule of Equipment No. 3 dated as of December 9, 2021 to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019, in the principal amount of \$705,755 (collectively, the “**Lease**”), entered into by and between the City, as lessee, and The Central Trust Bank, DBA Central Bank of the Ozarks, a Missouri banking corporation, as lessor (the “**Lessor**”).

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “**Regulations**”), impose certain limitations on the uses and investment of the proceeds of the Lease and of certain other money relating to the Lease, and set forth the conditions under which the interest component of rent payable under the Lease will be excluded from gross income for federal income tax purposes.

3. The City is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of the proceeds of the Lease and the property financed with those proceeds and the investment of the proceeds of the Lease and of certain other related money, in order to establish and maintain the exclusion of the interest component of rent payable under the Lease from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The City adopted a Tax-Exempt Financing Compliance Procedure on May 7, 2012 (the “**Tax Compliance Procedure**”) for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is being entered into as required by the Tax Compliance Procedure for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the City represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“**Acquisition Fund**” means the “City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 3” established pursuant to the Escrow Agreement dated as of December 9, 2021, among

the City, the Lessor and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent.

“Annual Compliance Checklist” means a checklist for the Equipment designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Closing Date substantially in the form attached as **Exhibit D**.

“City” means the City of Springfield, Missouri.

“Closing Date” means December 9, 2021.

“Compliance Officer” means the City’s Director of Finance or, if the position of Director of Finance is vacant, the person filling the responsibilities of the Director of Finance for the City.

“Equipment” means (a) certain equipment and vehicles for use by the City’s Park Department and (b) informational services security protocol equipment, including card readers on doors and related enhancements, to be acquired by the City with proceeds of the Lease, as further described on **Exhibit C** to this Tax Certificate.

“Gross Proceeds” means the gross proceeds of the Lease, which include (a) sale proceeds (any amounts actually or constructively received by the City from the execution and delivery of the Lease, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds, (c) any amounts held in a sinking fund for the Lease, and (d) any amounts held in a pledged fund or reserve fund for the Lease. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the Acquisition Fund.

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

“IRS” means the Internal Revenue Service.

“Lease” means Schedule of Equipment No. 3, dated as of the date of this Tax Certificate, between the City, as lessee, and the Lessor, as lessor, in the principal amount of \$705,755 (which Schedule of Equipment No. 3 incorporates the terms and provisions of the Master Lease), the proceeds of which will be used to acquire and install the Equipment and pay certain costs of issuance in connection with the Lease.

“Lessor” means The Central Trust Bank, DBA Central Bank of the Ozarks, a Missouri banking corporation.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of the Equipment, such as a contract to manage the Equipment or a portion thereof. However, contracts for services that are solely incidental to the primary governmental function of the Equipment (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management Agreements.

“Master Lease” means the Master Equipment Lease Purchase Agreement dated as of October 25, 2019, including the exhibits thereto, entered into between the Lessor, as lessor, and the City, as lessee, as amended from time to time.

“Measurement Period” means, with respect to the Equipment, the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service, and ending on the earlier of (A) the final maturity date of the Lease or (B) the end of the expected economic useful life of the property.

“Non-Qualified Use” generally means any use of the Equipment in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Equipment by any other member of the general public. Generally, ownership, a lease, or any other use that provides a Non-Qualified User a special legal right or entitlement to use the Equipment will constitute Non-Qualified Use.

“Non-Qualified User” means any person or entity other than the City.

“Opinion of Special Tax Counsel” means the written opinion of Special Tax Counsel addressed to the City to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest component of rent on the Lease from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest component of rent on the Lease from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of Gross Proceeds, the use of the Equipment and the investment of Gross Proceeds after the Closing Date.

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who use the Equipment on a short-term basis in the ordinary course of the City’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Equipment under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Equipment was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 50 days in length pursuant to a negotiated arm’s-length

arrangement at fair market value so long as the Equipment was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Regulations” means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

“Special Tax Counsel” means Gilmore & Bell, P.C.

“State” means the State of Missouri.

“Tax Compliance File” means documents and records for the Lease maintained by the Compliance Officer pursuant to this Tax Certificate and the Tax Compliance Procedure.

“Tax Compliance Procedure” means the City’s Tax-Exempt Financing Compliance Procedure, dated May 7, 2012.

“Yield” means the yield on the Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Section 2. Purpose of Lease. On the Closing Date, the Lessor will disburse all proceeds of the Lease in the aggregate principal amount of \$705,755 for deposit into the Acquisition Fund. Of this amount, \$697,289.65 will be used to acquire and install the Equipment, and \$8,465.35 will be used to pay costs of executing and delivering the Lease.

Section 3. Accounting for Gross Proceeds. The City will account for the sale proceeds of the Lease as follows: All sale proceeds will be used to acquire and install the Equipment and pay related costs of executing and delivering the Lease as described in **Section 2** of this Tax Certificate. Not later than 18 months after (1) the purchase of the Equipment, or (2) the date the Equipment is placed in service, the City will prepare a final written allocation as required by the Tax Compliance Procedure, a sample form of which is attached hereto as **Exhibit E**.

Section 4. Project Completion. The City has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the proceeds of the Lease on the Equipment. The acquisition and installation of the Equipment and the allocation of the proceeds of the Lease to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease will be allocated to expenditures for the Equipment within 3 years after the Closing Date.

Section 5. Funds or Accounts. The following fund has been established for the Lease:

- Acquisition Fund.

No other funds or accounts have been established to hold sale proceeds of the Lease, and no other funds or accounts of the City have been or will be established that will contain other money that will be used to make, or secure, rental payments under the Lease.

Section 6. Rebate and Yield Restriction.

(a) *Lessor's Certificate – Issue Price.* The Lessor has represented in the Lessor Certificate, dated as of the Closing Date and included in the Transcript at Tab 8, that on the date hereof it has purchased the Lease for the aggregate principal amount of \$705,755, without accrued interest, and that it intends to hold the Lease for its own account as an investment with no present intent to sell, assign or transfer the Lease. Based on the certifications of the Lessor in the Lessor Certificate, the City elects to establish the issue price of the Lease pursuant to Regulations § 1.148-1(f)(2)(i) and, accordingly, the issue price will be the price paid by the Lessor (\$705,755).

(b) *Lease Yield.* Based on the issue price, Special Tax Counsel has determined that the Yield on the Lease is 2.6789%. The amortization schedule and calculation of the Yield on the Lease is attached to this Tax Certificate as **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the Lease.

(c) *Rebate and Yield Restriction Requirement.* All sale proceeds of the Lease and any amounts received from investing the sale proceeds of the Lease are expected to be allocated to expenditures for the Equipment in accordance with the following schedule: (1) 15% within 6 months from the Closing Date; (2) 60% within 12 months from the Closing Date; and (3) 100% within 18 months from the Closing Date. Prior to the expenditure of these amounts, the City expects to invest the sale proceeds in a money market account at a Yield that is less than the Yield on the Lease. The City has not created or established, and does not expect to create or establish, any sinking fund, reserve fund, pledge fund, or other similar fund (1) that is reasonably expected to be used to pay the rental payments, or (2) that may be used solely to prevent a default in the payment of the rental payments if the City encounters financial difficulty. If these amounts are invested and allocated to expenditures as set forth in this paragraph, and if the City does not establish any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease, then no rebate or Yield reduction computations will be necessary for the Lease. If these amounts are not invested and spent as set forth in this paragraph, the City will engage Special Tax Counsel, an independent certified public accountant, or a rebate analyst to compute arbitrage rebate on the Lease and to pay rebate to the United States at least once every five years, and within 60 days after the final maturity of the Lease in accordance with Code § 148(f).

Section 7. Use of Equipment.

(a) *General.* The Equipment will be owned by the City throughout the Measurement Period. No portion of the Equipment is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the City obtains an Opinion of Special Tax Counsel, the City will not enter into any agreement other than a Qualified Use Agreement with respect to the Equipment.

(b) *Agreements.* As of the Closing Date, the City does not have any agreements with Non-Qualified Users that relate to the use or operation of the Equipment. During the Measurement Period, the City will not enter into or renew any agreement with any Non-Qualified User with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(c) *Leases.* As of the Closing Date, the City has not entered into any leases (or subleases) with Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment. During the Measurement Period, the City will not enter into or renew any leases with any Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the City has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(e) *Compliance Officer.* The City, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklists.* Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Equipment. The Compliance Officer will prepare and work with appropriate officials of the City to complete an Annual Compliance Checklist for the Equipment at least annually. In the event an Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Section 8. Record Keeping. The Compliance Officer will maintain the Tax Compliance File for the Lease in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Certificate, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease or (ii) any obligation issued to refund the Lease. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the City, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

Section 9. Miscellaneous

(a) *Reimbursement of Expenditures; Official Intent.* On November 29, 2021, the governing body of the City adopted an ordinance declaring the intent of the City to finance the Equipment with proceeds of a tax-exempt obligation and to reimburse the City for expenditures made for the Equipment prior to the issuance of the tax-exempt obligation. A copy of the ordinance is attached to this Tax Certificate as **Exhibit F**. Any reimbursement allocation made by the City will comply with Regulations § 1.150-2. \$_____ of proceeds of the Lease will be disbursed to reimburse the City for expenditures made in connection with the acquisition and installation of the Equipment prior to the Closing Date.

(b) *Form 8038-G.* A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Certificate as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and covenants by the City contained in this Tax Certificate or otherwise made by the City. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned and the undersigned is authorized to sign the Form 8038-G on behalf of the City and deliver it to Special Tax Counsel for filing with the IRS.

(c) *Single Issue; No Other Issues.* The Lease constitutes a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Lease, (2) are being sold under the same plan of financing as the Lease, and (3) are expected to be paid from substantially the same source of funds as the Lease (disregarding guarantees from unrelated parties, such as bond insurance).

(d) *Bank Qualification.* The Lease is not designated as a “qualified tax-exempt obligation” under Code § 265(b)(3).

(e) *No Federal Guaranty.* The payment of rent on the Lease is not, and the City will not permit the payment of rent on the Lease to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(f) *Registration Requirement; Record Owner.* The City will maintain or cause to be maintained a record of the owner(s) of the Lease and the person/entity entitled to the receipt of the interest components of rent payments on the Lease. Transfer of Ownership of the Lease is effective only if entered in these records. The Lease will be held in registered form within the meaning of Code § 149(a).

(g) *Reliance.* The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Lease and the exclusion from federal gross income of the interest component of rent payments payable by the City under the Lease.

(h) *Enforceability.* If any provision in this Tax Certificate or in the Lease is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

(i) *Electronic Transactions.* The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Certificate, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the City.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

LEASE AMORTIZATION SCHEDULE, CALCULATION OF WEIGHTED AVERAGE MATURITY AND CALCULATION OF YIELD ON THE LEASE

	Amort.						
Payment	Pmt.	Interest	Payments			Principal	Bond
Date	No.	Rate	Interest	Principal	Total	Balance	Years
12/9/2021							
12/9/2021	-					\$ 705,755.00	-
3/9/2022	1	2.670%	4,710.91	33,102.16	37,813.07	672,652.84	8.276
6/9/2022	2	2.670%	4,489.96	33,323.11	37,813.07	639,329.73	16.662
9/9/2022	3	2.670%	4,267.53	33,545.54	37,813.07	605,784.19	25.159
12/9/2022	4	2.670%	4,043.61	33,769.46	37,813.07	572,014.73	33.769
3/9/2023	5	2.670%	3,818.20	33,994.87	37,813.07	538,019.86	42.494
6/9/2023	6	2.670%	3,591.28	34,221.79	37,813.07	503,798.07	51.333
9/9/2023	7	2.670%	3,362.85	34,450.22	37,813.07	469,347.85	60.288
12/9/2023	8	2.670%	3,132.90	34,680.17	37,813.07	434,667.68	69.360
3/9/2024	9	2.670%	2,901.41	34,911.66	37,813.07	399,756.02	78.551
6/9/2024	10	2.670%	2,668.37	35,144.70	37,813.07	364,611.32	87.862
9/9/2024	11	2.670%	2,433.78	35,379.29	37,813.07	329,232.03	97.293
12/9/2024	12	2.670%	2,197.62	35,615.45	37,813.07	293,616.58	106.846
3/9/2025	13	2.670%	1,959.89	35,853.18	37,813.07	257,763.40	116.523
6/9/2025	14	2.670%	1,720.57	36,092.50	37,813.07	221,670.90	126.324
9/9/2025	15	2.670%	1,479.65	36,333.42	37,813.07	185,337.48	136.250
12/9/2025	16	2.670%	1,237.13	36,575.94	37,813.07	148,761.54	146.304
3/9/2026	17	2.670%	992.98	36,820.09	37,813.07	111,941.45	156.485
6/9/2026	18	2.670%	747.21	37,065.86	37,813.07	74,875.59	166.796
9/9/2026	19	2.670%	499.79	37,313.28	37,813.07	37,562.31	177.238
12/9/2026	20	2.670%	250.73	37,562.31	37,813.04	-	187.812
Total			50,506.37	705,755.00	756,261.37		1,891.625
Loan Statistics							
Principal amount				\$ 705,755.00	Day-Count Method		30/360
Interest rate				2.670%	Computed Payment Amount		\$37,813.07
Dated date				12/9/2021	Actual Payment Amount		\$37,813.07
Issue date				12/9/2021	Days of accrued interest		-
First interest payment				3/9/2022	Accrued interest		\$0.00
First principal payment				3/9/2022	Bond years		1,891.625
Last payment				12/9/2026			
No. of principal payments per year				4	Weighted avg. maturity (years)		2.6803
Total no. of principal payments				20	Loan yield		2.678911%
Denomination				0.01	Net interest cost		2.670000%

Proof of Arbitrage Yield				
	Days		Pres. Val.	Present
Payment	After	Loan	Factor	Value to
Date	Closing	Payments	2.67891%	12/9/2021
12/9/2021				
12/9/2021	-	-	1.0000000	-
3/9/2022	90	37,813.07	0.9933693	37,562.34
6/9/2022	180	37,813.07	0.9867825	37,313.28
9/9/2022	270	37,813.07	0.9802394	37,065.86
12/9/2022	360	37,813.07	0.9737397	36,820.09
3/9/2023	450	37,813.07	0.9672831	36,575.94
6/9/2023	540	37,813.07	0.9608693	36,333.42
9/9/2023	630	37,813.07	0.9544980	36,092.50
12/9/2023	720	37,813.07	0.9481690	35,853.18
3/9/2024	810	37,813.07	0.9418819	35,615.45
6/9/2024	900	37,813.07	0.9356365	35,379.29
9/9/2024	990	37,813.07	0.9294326	35,144.70
12/9/2024	1,080	37,813.07	0.9232697	34,911.66
3/9/2025	1,170	37,813.07	0.9171478	34,680.17
6/9/2025	1,260	37,813.07	0.9110664	34,450.22
9/9/2025	1,350	37,813.07	0.9050254	34,221.79
12/9/2025	1,440	37,813.07	0.8990244	33,994.87
3/9/2026	1,530	37,813.07	0.8930632	33,769.46
6/9/2026	1,620	37,813.07	0.8871415	33,545.54
9/9/2026	1,710	37,813.07	0.8812591	33,323.11
12/9/2026	1,800	37,813.04	0.8754157	33,102.13
Total		756,261.37		705,755.00
Yield Target Amount:				
Principal			705,755.00	
Original issue premium/discount			-	
Sale proceeds			705,755.00	
Accrued interest			-	
Total				705,755.00
Difference				0.00
Loan yield				2.6789107%

EXHIBIT B

IRS FORM 8038-G

[Post Closing Item – to be prepared and filed by Gilmore & Bell.]

EXHIBIT C

DESCRIPTION OF THE EQUIPMENT

Description of Property Comprising the Project and Financed Property			
			Economic
	Original		Life x
	Economic		Financed
Asset Description	Life	Cost	Cost
Park Operations Flatbed Truck	7	69,296	485,072
Park Operations One-Ton Utility Truck	7	47,217	330,519
Park Operations One-Ton Truck	7	30,718	215,026
Park Operations Half-Ton Truck	7	27,857	194,999
Park Operations Tractor	7	27,394	191,755
Golf Enterprise Fund Two Post Lift	5	7,288	36,439
3 Golf Enterprise Fund Tri-Plex Mowers	5	39,683	254,375
2 Golf Enterprise Fund Fairway Mowers	5	50,875	200,000
Park Ranger Vehicle, plus outfitting	7	40,000	172,739
Cargo Van	7	24,677	94,500
Zero Turn Mower (72 inch cut)	7	13,500	45,878
Zero Turn Mower (48-inch cut)	7	6,554	234,500
Exercise Equipment for Chesterfield Family Center	5	33,500	77,500
Exercise Equipment Doling Family Center	5	15,500	164,000
Exercise Equipment Dan Kinney Family Center	5	32,800	300,000
2 Park Administration Vehicles	7	60,000	57,400
Golf Enterprise Fund 25 HP Irrigation Pump (replacement)	7	8,200	67,550
Golf Enterprise Fund 60 HP Irrigation Pump (replacement)	7	9,650	51,616
Golf Enterprise Fund Two-Post Lift	5	7,374	81,249
Cooper Tennis Complex Auto Scrubber	5	16,250	81,853
Park Operations Top Dresser Unit	5	16,371	29,165
Jordan Valley Ice Park Oil Separator Unit	5	5,833	533,775
Information services security protocol equipment	5	106,755	533,775
		697,290	4,433,683
Less land costs		-	
Net costs, excluding land		697,290	
Original Average, Reasonably Expected Economic Life:		6.358	years
120% of Original Economic Life	120%	7.630	years

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation (“Schedule No. 3”) financing the Equipment: Placed in service date of the Equipment: Name of Compliance Officer: Period covered by request (“Annual Period”):	This Annual Compliance Checklist is designed to cover Schedule of Equipment No. 3 dated December 9, 2021 (“Schedule No. 3”) to Master Equipment Lease Purchase Agreement dated as of October 25, 2019, each between The Central Trust Bank, DBA Central Bank of the Ozarks, as lessor, and the City of Springfield, Missouri, as lessee.

Item	Question	Response
1 Ownership	For federal income tax purposes, was all of the Equipment owned by the City for federal tax purposes during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Special Tax Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	
2 Leases & Other Rights to Possession	During the Annual Period, was any of the Equipment subleased to or used by individuals or entities other than the City or employees of the City at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of any portion of the Equipment (e.g., has the City hired any organization to operate or manage the facilities in which the Equipment is being used) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	

EXHIBIT E

SAMPLE FINAL WRITTEN ALLOCATION

\$705,755

**SCHEDULE OF EQUIPMENT NO. 3 DATED [DATED DATE] TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF OCTOBER 25, 2019,
BETWEEN**

**THE CENTRAL TRUST BANK, DBA CENTRAL BANK OF THE OZARKS, AS LESSOR
AND
CITY OF SPRINGFIELD, MISSOURI, AS LESSEE**

The undersigned is the Compliance Officer of the City of Springfield, Missouri (the “City”), and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the tax-exempt obligation referenced above (collectively, the “Lease”) is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Lease proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Lease.

Background. The Lease was executed and delivered on December 9, 2021 (the “Closing Date”), by the City. The Lease was executed and delivered in order to provide funds needed to acquire (a) certain equipment and vehicles for use by the Parks Department of the City and (b) informational services security protocol equipment, including card readers on doors and related enhancements (collectively, the “Equipment”) and to pay certain costs of issuance. Proceeds of the Lease were disbursed on the Closing Date for deposit in the Acquisition Fund established under Escrow Agreement dated as of December 9, 2021, among the City, The Central Trust Bank, DBA Central Bank of the Ozarks, as lessor, and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent.

Sources Used to Fund Equipment Costs and Allocation of Proceeds to Equipment Costs. A portion of the costs of acquiring and installing the Equipment was paid from sale proceeds of the Lease and the remaining portion of the costs of the Equipment was paid from earnings from the investment of Lease proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Equipment financed from Lease proceeds (i.e., the “Description of Equipment” listed in **Exhibit C** to the City’s Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Lease to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from proceeds of the Lease and

retained as purchaser's discount are allocated to that purpose and spent on the Closing Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Lease.

Placed In Service. The Equipment was "placed in service" on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (2) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

[Attach Spreadsheet after acquisition and installation of the Equipment is completed.]

SCHEDULE 2
TO FINAL WRITTEN ALLOCATION

IDENTIFICATION OF FINANCED ASSETS
AND
DETAILED LISTING OF EXPENDITURES

[Attach Spreadsheet after acquisition and installation of the Equipment is completed.]

EXHIBIT F

DECLARATION OF INTENT

[See Document 5 (City's Ordinance) in the Transcript of Documents.]

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
031

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	80010	408070	000000	00000	\$ 323,040.57	Lease proceeds for Public Parks
20120	16	80010	408070	000000	00000	116,902.21	Lease proceeds for 2001 Parks Operating Sales Tax
20130	16	80010	408070	000000	00000	33,198.21	Lease proceeds for 2006 Parks Operating Sales Tax
57010	16	25010	408070	000000	00000	124,562.97	Lease proceeds for Golf
10110	13	17010	408070	000000	00000	108,051.04	Lease proceeds for Information Systems
Net Revenue Adjustment						\$ 705,755.00	

Expenditures:

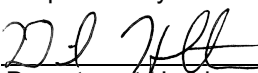
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	13	17010	508140	000000	00000	\$ 106,755.00	Protocol equipment - Information Systems
10110	13	17010	509350	000000	00000	1,296.04	Cost of issuance
20110	16	80520	508120	000000	00000	69,296.00	Flatbed truck - Park operations
20110	16	80520	508120	000000	00000	47,216.98	One-ton utility truck - Park operations
20110	16	80520	508120	000000	00000	30,718.00	One-ton truck - Park operations
20110	16	80520	508120	000000	00000	27,857.00	Half-ton truck - Park operations
20110	16	80520	508170	000000	00000	27,393.58	Tractor - Park operations
20110	16	80520	508170	000000	00000	16,370.50	Top dresser unit - Park operations
20110	16	82550	501190	000000	10065	33,500.00	Chesterfield Family Center fitness equipment
20110	16	82570	508170	000000	10192	5,833.00	Jordan Valley Ice Park oil separator unit
20110	16	82610	508170	000000	10076	16,249.72	Cooper Tennis Complex auto scrubber
20110	16	87510	508120	000000	00000	24,677.00	Dickerson Park Zoo cargo van
20110	16	87510	508170	000000	00000	20,054.00	Dickerson Park Zoo zero turn mowers
20110	16	80010	509350	000000	00000	3,874.79	Cost of issuance
20120	16	80010	508120	000000	00000	60,000.00	Vehicles - Park administration
20120	16	80040	508120	000000	00000	40,000.00	Vehicle and equipment - Park Ranger
20120	16	82550	501190	000000	10101	15,500.00	Doling Family Center fitness equipment
20120	16	80010	509350	000000	00000	1,402.21	Cost of issuance
20130	16	82550	501190	000000	10092	32,800.00	Dan Kinney Family Center fitness equipment
20130	16	80010	509350	000000	00000	398.21	Cost of issuance
57010	16	25010	508170	000000	10169	7,287.72	Two-post lift - Horton Smith
57010	16	25010	508170	000000	10354	39,682.50	Tri plex mowers - Rivercut
57010	16	25010	508170	000000	10169	50,875.00	Fairway mowers - Horton Smith
57010	16	25010	508170	000000	10354	8,200.00	25HP Irrigation pump - Rivercut
57010	16	25010	508170	000000	10354	9,650.00	60HP Irrigation pump - Rivercut
57010	16	25010	508170	000000	10354	7,373.65	Two-post lift - Rivercut
57010	16	25010	509350	000000	00000	1,494.10	Cost of issuance
Net Expenditure Adjustment						\$ 705,755.00	

Fund Balance Appropriation:

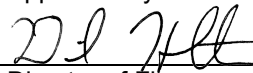
Fund	Title	Amount

Explanation: Parks and Information Systems equipment lease for FY2022 operating needs.

Requested By:


Department Head 11/10/21
Date

Approved By:


Director of Finance 11/10/21
Date

Authorization:

City Manager Date

Council Bill No. 2021-291
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 169
Filed: 11-09-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-292

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING and directing the issuance, sale and delivery by the City of
2 Springfield, Missouri, of Special Obligation Refunding Bonds,
3 Series 2022, in a principal amount not to exceed \$16,000,000 for
4 the purpose of providing funds to refund the City's Special
5 Obligation Bonds (Sewer System Improvements Project) Series
6 2012; authorizing and approving certain documents in connection
7 with the issuance of the Bonds; authorizing certain other
8 documents and actions in connection therewith; and declaring an
9 emergency.

10 _____
11
12 WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home
13 rule charter city and political subdivision of the State of Missouri, duly created,
14 organized and existing under and by virtue of the Constitution and laws of the State of
15 Missouri and the City's charter; and

16
17 WHEREAS, the City desires to issue Special Obligation Refunding Bonds, Series
18 2022 (the "Bonds"), in a principal amount not to exceed \$16,000,000 to (1) currently
19 refund the City's Special Obligation Bonds (Sewer System Improvements Project)
20 Series 2012 (the "Refunded Bonds"), and (2) provide for payment of costs of issuance
21 of the Bonds; and

22
23 WHEREAS, the City is authorized under the City's charter and the Constitution of
24 the State of Missouri to issue and sell special obligation bonds for the purpose of
25 refunding the Refunded Bonds, with the principal of and interest on such special
26 obligation bonds being payable by the City only upon appropriation of moneys therefore
27 by the City Council; and

28
29 WHEREAS, the Bonds shall not constitute a general obligation of the City, nor
30 shall the Bonds constitute an indebtedness of the City within the meaning of any
31 constitutional, statutory or charter provision, limitation or restriction, and the taxing
32 power of the City will not be pledged to the payment of the principal of or interest on the
33 Bonds.

34
35 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
36 SPRINGFIELD, MISSOURI, AS FOLLOWS:
37

38 Section 1 - Authorization of Bonds. There shall be issued and hereby are
39 authorized and directed to be issued one series of special obligation bonds designated
40 as follows: Special Obligation Refunding Bonds, Series 2022 (the "Bonds") (with such
41 additional appropriate series identifier as the officers of the City deem necessary), in a
42 principal amount not to exceed \$16,000,000, for the purpose of refunding the Refunded
43 Bonds and paying costs related to the issuance of the Bonds.
44

45 Section 2 - Description of Bonds. The Bonds shall consist of fully registered
46 bonds without coupons, numbered from R-1 upward in order of issuance, in
47 denominations of \$5,000 or any integral multiple thereof. The Bonds shall be
48 substantially in the form set forth in the Indenture (described below), and shall be
49 subject to registration, transfer and exchange as provided in the Indenture. The Bonds
50 shall be dated as of their date of issuance, shall bear interest at fixed interest rates not
51 to exceed **5.00%** per annum with a true interest cost not exceeding **2.00%** per annum
52 (computed on the basis of a 360-day year of twelve 30-day months) from the date
53 thereof or from the most recent interest payment date for the Bonds to which interest
54 has been paid or duly provided for, payable semiannually on April 1, and October 1, in
55 each year, beginning on October 1, 2022. The Bonds shall have such other terms to be
56 determined in the manner described in the following paragraph.
57

58 The City Council does hereby establish a Final Terms Committee for the Bonds
59 (the "Committee") to consist of two members, being the Mayor and the Director of
60 Finance, which Committee acting unanimously is hereby authorized for and on behalf of
61 the City to establish for the Bonds:
62

- 63 (a) the principal amount of the Bonds, which shall not exceed **\$16,000,000**;
64
65 (b) the principal maturity dates of the Bonds and the principal amount thereof
66 maturing on such dates, with a final maturity not later than the year **2032**;
67
68 (c) the purchase price for the Bonds shall not be less than **95%** of the principal
69 amount thereof;
70
71 (d) the weighted average maturity of the Bonds shall not be less than **4.2** years
72 nor more than **8.2** years;
73
74 (e) the dates on which the Bonds are to be redeemed pursuant to the optional
75 and any mandatory redemption provisions of the Indenture, as applicable, and
76 the principal amount thereof to be redeemed on such dates;
77

(f) the interest rates to be borne by the Bonds, at fixed interest rates not to exceed **5.00%** per annum 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 **0.025%** of the proceeds of the Bonds, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price (including any discount or premium) which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Bonds in the then bond market for the Bonds. The determination of the Committee and the final terms of the Bonds shall be set forth in the Indenture and the Bond Purchase Agreement (herein defined) upon the execution thereof.

Section 3 - Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by the City Council of the City at this meeting (copies of which documents are attached hereto), with such changes therein as shall be approved by the officers of the City executing such documents:

- (a) Trust Indenture (the "Indenture") between the City and BOKF, N.A., as Trustee (the "Trustee"), pursuant to which the Bonds shall be issued, in substantially the form attached hereto as "Exhibit A;"
- (b) Official Statement (the "Official Statement") setting forth information relating to the City and the Bonds (in the form of a Preliminary Official Statement which is herein approved in substantially the form attached hereto as "Exhibit B");
- (c) Tax Compliance Agreement between the City and the Trustee entered into in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Bonds, to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f) as set forth in the Tax Compliance Agreement, in substantially the form attached hereto as "Exhibit C;"
- (d) Continuing Disclosure Agreement between the City and the Trustee, as Dissemination Agent, under which the City agrees to provide continuing disclosure of certain financial information, operating data and material events, for the benefit of the owners of the Bonds and to assist Stifel, Nicolaus & Company, Incorporated (the "Purchaser") in complying with Rule 15c2-12 of the Securities and Exchange Commission, in substantially the form attached hereto as "Exhibit D;" and

(e) Bond Purchase Agreement (the "Bond Purchase Agreement") under which the City agrees to sell the Bonds to the Purchaser at the purchase price and upon the terms and conditions set forth therein, in substantially the form attached hereto as "Exhibit E;" and

(f) Escrow Deposit Agreement (the "Escrow Agreement") between the City and BOKF, N.A., as escrow agent, which will provide for the defeasance, payment and redemption of the principal of and interest on the Refunded Bonds, in substantially the form attached hereto as "Exhibit F."

Section 4 - Preliminary and Final Official Statement. The Preliminary Official Statement, in substantially the form attached hereto as "Exhibit B," is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The City Manager is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5 - Security for the Bonds.

(a) *Security for the Bonds.* The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the debt service fund, as established under the Indenture. The covenants and agreements of the City contained herein, in the Indenture and in the Bonds shall be for

the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds to the payment of the principal of and the interest on the Bonds, or otherwise, except as to the rate of interest and stated maturity for each Bond as provided in the Indenture.

- (b) *Nature of Obligations.* The obligation of the City to make payments into the debt service fund, and any other obligations of the City to make payments under this Ordinance and the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but 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, Defeasance and Redemption of Refunded Bonds. The City Council hereby authorizes and approves the current refunding, defeasance and redemption of the Refunded Bonds on or about January 5, 2022, 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 approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 11 - Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 12 - Emergency Measure; Effective Date. The City Council finds and declares that this Ordinance constitutes an emergency because it pertains to the immediate preservation of public peace, property, health and safety. Therefore, this Ordinance shall take effect and be in full force and effect immediately after its passage by the City Council of the City.

Section 13 - Electronic Storage of Documents. The City agrees that 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 law.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

262 Approved as to Form: Jill Bennis, Assistant City Attorney
263
264
265 Approved for Council Action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 292

FILED: 11-09-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Directing the issuance, sale and delivery of Special Obligation Refunding Bonds, Series 2022 in a principal amount not to exceed \$16,000,000 for the purpose of providing funds to refund the Special Obligation Bonds, Series 2012 (Sewer System Improvement 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 11.5%. The total savings achieved with the refunding is expected to be approximately \$2.0 million over the remaining term of the bonds.

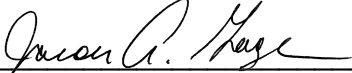
This ordinance is presented as an emergency under Section 2.12(3) of the City Code of Springfield as it relates to the payment of expenses of City government. Council is not expected to vote on this ordinance immediately after the first reading. The ordinance is presented as an emergency bill to allow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

October 27, 2021

\\dcfs\Data\wpdata\TES\, Springfield MO - Spec Ob Ref Bonds, Series 2022 (600634.20107)\Indenture v2.docx

TRUST INDENTURE

Dated as of January 1, 2022

Between

CITY OF SPRINGFIELD, MISSOURI

and

**BOKF, N.A.,
as Trustee**

**\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Refunding Bonds
Series 2022**

600634.20107

TRUST INDENTURE

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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 January 1, 2022, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, and having a corporate trust office located in Kansas City, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City’s Charter.

2. The City has determined that it is in the best interests of the City to issue \$[Principal Amount] aggregate principal amount of its Special Obligation Refunding Bonds, Series 2022 (the “Bonds”) to (a) currently refund certain special obligation bonds of the City described in **Schedule 1** hereto (the “Refunded Bonds”), and (b) provide for payment of costs of issuance of the Bonds.

3. On November 29, 2021, the City Council passed Special Ordinance No. _____ (the “Bond Ordinance”), authorizing the issuance of the Bonds pursuant to this Indenture for the above purposes.

4. Pursuant to the Bond Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described below (said property being herein collectively referred to as the “Trust Estate”), to wit:

To secure the payment of the principal of and interest on the Bonds, all Pledged Revenues for the Bonds and all moneys and securities from time to time held by the Trustee under the terms of this Indenture for the Bonds (except payments required to be made to meet the requirements of Section 148(f) of the Code, as defined below, whether or not held in the Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof (the "Trust Estate").

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

THE TRUST ESTATE IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the other Bonds, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in such Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void with respect to such Bonds so provided for; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Appropriated Moneys" means moneys of the City which have been annually appropriated by the City for making payments of the principal of and interest on the Bonds and other payments described herein.

"Authorized City Representative" means the Mayor, City Manager or Director of Finance of the City, or such other Person at the time designated to act on behalf of the City as evidenced by written

certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Denominations” means \$5,000 or any integral multiple thereof.

“Bonds” means the City’s Special Obligation Refunding Bonds, Series 2022, 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.

“Escrow Agent” means BOKF, N.A., and its successors and assigns.

“Escrow Agreement” means the Escrow Deposit Agreement dated as of January 1, 2022 between the City and the Escrow Agent, as the same may from time to time be amended or supplemented in accordance with its terms.

“Escrow Fund” means the fund by that name created under the Escrow Agreement and referred to in **Section 401** hereof.

“Event of Default” means any event or occurrence as defined in **Section 701** hereof.

“Financing Documents” means this Indenture, the Tax Compliance Agreement, the Continuing Disclosure Agreement, the Escrow 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*”.

“**Rebate Fund**” means the fund by that name created in **Section 401** hereof.

“**Record Date**” for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such Interest Payment Date.

“**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.

“Tax Compliance Agreement” means the Tax Compliance Agreement of even date herewith, between the City and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means BOKF, N.A., Kansas City, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

- (a) *Authorized Amount and Title of Bonds.* There shall be issued under and secured by this Indenture a series of bonds in the aggregate principal amount of \$[Principal Amount] for the purpose of providing funds to the City to (1) refund the Refunded Bonds, and (2) provide for payment of costs of issuance of the Bonds, which series of bonds shall be designated “Special Obligation Refunding Bonds, Series 2022” (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 January 5, 2022 and shall become due in the amounts on the maturity dates, subject to redemption and payment prior to their maturities as provided in **Article III** hereof, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest Payment Date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 in each year, beginning on October 1, 2022.

Serial Bonds

<u>Stated Maturity</u> <u>April 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2023	\$,000	%
2024	,000	
2025	,000	
2026	,000	
2027	,000	
2028	,000	
2029	,000	
2030	,000	
2031	,000	
2032	,000	

- (c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.
- (d) The Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** attached hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:
- (1) A copy of the Bond Ordinance, certified by the City Clerk of the City, approving the issuance of the Bonds and authorizing the execution of this Indenture.
 - (2) An original executed counterpart of this Indenture and the other Financing Documents.
 - (3) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the City and that the interest on the Bonds is excludable from gross income of the owners thereof for federal and Missouri income tax purposes.
 - (4) An opinion of Bond Counsel to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.
 - (5) A request and authorization to the Trustee executed by the City to authenticate the Bonds and deliver said Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the City, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.
 - (6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.

- (e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price thereof.

Section 206. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Bonds.

- (a) *Optional Redemption of Bonds.* At the option of the City, the Bonds or portions thereof maturing on April 1, 20__, and thereafter may be called for redemption and payment prior to their stated maturity on April 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed plus accrued interest thereon to the redemption date.
- (b) *Extraordinary Optional Redemption of Bonds.* The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:
 - (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);

- (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
- (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or
- (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

Section 303. Selection of Bonds to be Redeemed.

- (a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee from such maturities and in such amounts as the City may determine.
- (b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Section 304. Notice of Redemption of Bonds.

- (a) In the case of Bonds called for redemption under **Section 302**, the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City (unless a shorter notice shall be satisfactory to the Trustee).

Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption to the Original Purchaser and the Owner of the Bond or Bonds to be redeemed at the address shown on the Register; provided, however, that failure to give such notice by mailing as aforesaid to any Owner or any defect therein as to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bonds.

- (b) All official notices of redemption shall be dated and shall state:
- (1) the redemption date,
 - (2) the redemption price,
 - (3) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Trustee may reasonably determine),
 - (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
 - (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee; and

In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines, published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

- (c) The Trustee shall mail by first-class mail to the City a copy of such redemption notice.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the City that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, moneys or Government Securities shall be deposited with the Trustee as provided in **Section 402** hereof to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304** hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection,

benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds; Application of Bond Proceeds and other Moneys.

- (a) The following funds of the City are hereby created and established with the Trustee:
- (1) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2022 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 Special Obligation Improvement Revenue Bonds, Series 2022 Debt Service Fund (the “Debt Service Fund”).
 - (3) Rebate Fund.

Each fund and account shall be maintained by the Trustee as a separate and distinct trust fund or account and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

In addition to the funds and accounts described above, the Escrow Agreement establishes the Escrow Fund to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

- (b) The net proceeds received from the sale of the Bonds in the amount of \$_____ (which is equal to the par amount of the Bonds of \$[Principal Amount].00, less underwriter’s discount of \$_____, plus [net] reoffering premium of \$_____), shall be deposited or paid simultaneously with the delivery of the Bonds, together with \$[1,626,066.88] of City funds 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 \$_____, together with \$[1,626,066.88] of City funds transferred from the debt service fund for the Refunded Bonds, 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 Rebate Fund, an amount sufficient to pay rebate, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the City in accordance with the Tax Compliance Agreement;

Second, for transfer to the Debt Service Fund an amount sufficient to pay the principal and/or interest on the Bonds on the next succeeding Payment Date (taking into account moneys already on deposit in the Debt Service Fund for payment of debt service on the Bonds); and

Third, for payment to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts.

If the amount transferred by the City shall be insufficient to make all such deposits, such Appropriated Moneys will be applied in such amounts and into such funds and accounts as directed by the City.

Section 403. Debt Service Fund.

- (a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, and interest on the Bonds as the same mature and become due.
- (b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.
- (c) After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City.

Section 404. 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, net proceeds of the Bonds in the amount of \$_____, together with

\$[1,626,066.88] of City funds transferred from the debt service fund for the Refunded Bonds to the Escrow Agent for deposit in the Escrow Fund, which deposit shall be applied by the Escrow Agent as provided in the Escrow Agreement.

Section 405. [Reserved].

Section 406. Non-Presentation of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within three years after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

Section 407. Transfer of Funds. The Trustee is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Payment Date.

Section 408. Rebate Fund.

- (a) There shall be deposited by the Trustee in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. Subject to the transfer provisions provided in subsection (c) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).
- (b) Pursuant to the Tax Compliance Agreement, the Trustee, on behalf of the City, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the City.
- (c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate (except for the Rebate Fund) and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

- (a) Moneys in all funds and accounts held by the Trustee under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Permitted Investments at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, the Trustee shall invest moneys in the Federated Treasury Obligations Fund (TOSXX) as a standing direction. Moneys on deposit in all funds and accounts may be invested only in Permitted Investments which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department.
- (b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the most recent Payment Date. The Trustee shall not be liable for any loss (including specifically depreciation of value) resulting from any investment made in accordance herewith.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. City to Issue Bonds and Execute Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 602. Covenant to Request Appropriations. The City covenants and agrees that the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (a) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, and

(b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds.

Section 603. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 604. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

Section 605. General Limitation on City Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 606. Recording and Filing. The City shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

Section 607. Possession and Inspection of Books and Documents. The City and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

Section 608. Tax Covenants.

- (a) The City shall not use or permit the use of any proceeds of the Bonds or any other funds of the City, and the Trustee shall not use any proceeds of the Bonds or any other funds of the City held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the City is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The City and the Trustee shall be deemed in compliance with this Section to the extent they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

- (b) The City shall not (to the extent within its power or direction) use or permit the use of any proceeds of the Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as other than an obligation described in Section 103(a) of the Code.
- (c) The City will not (to the extent within its power or direction) use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141 (a) of the Code.
- (d) The Trustee agrees to comply with any written letter or Opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.
- (e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article IX** hereof or any other provision of this Indenture, until the final scheduled payment of all Bonds Outstanding.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. The occurrence of any one or more of the following events are defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the City by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or
- (b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted; or
- (c) The failure to pay the principal of, or interest on the Bonds when due.

The Trustee shall give written notice of any Event of Default to the City as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)** hereof.

Section 702. Acceleration.

- (a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, with respect to an Event of Default set forth above, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.
- (b) In case of any rescission pursuant to **Section 712** hereof, the Trustee, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.
- (c) At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds then Outstanding with respect to an Event of Default set forth in **Section 701**, may, by written notice to the City and the Trustee, rescind and annul such declaration and its consequences if:
 - (1) there is deposited with the Trustee a sum sufficient to pay:
 - (A) all overdue installments of interest on the Bonds;
 - (B) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and
 - (C) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
 - (2) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 712** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to (a) reasonable

compensation to the Trustee, its agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708** hereof.

Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Trust Estate, the Trustee shall render annually to the City a summarized statement of receipts and expenditures in connection therewith.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee. If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding with respect to an Event of Default set forth above, and indemnified as provided in **Section 801(1)** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it.

All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

- (a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)** hereof; and
- (b) such default has become an Event of Default; and
- (c) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to

institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(1)** hereof; and

- (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the City to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801** hereof.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Costs of Issuance Fund shall be applied as follows:

- (a) If the principal of all Bonds have not become or have not been declared due and payable, all such moneys shall be applied:
 - (1) *First* - To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.
 - (2) *Second* - To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not

sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

- (b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.
- (c) If the principal of all Bonds have been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712** hereof, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of Bonds then Outstanding with respect to which an Event of Default has occurred, except a default:

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond; or

- (b) in respect of a covenant or provision hereof which under **Article X** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

- (a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.
- (b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.
- (c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the City or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** hereof other than for the earnings thereon. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to

the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

- (d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.
- (e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.
- (f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.
- (g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.
- (h) The Trustee shall not be required to take notice of any Event of Default, other than a failure to make any payment on the Bonds when due, unless the Trustee is specifically notified in writing of such Event of Default by the City or by the Owners of at least 10% in aggregate principal amount of all Bonds then Outstanding.
- (i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the components of the project originally financed with the proceeds of the Refunded Bonds, including all books, papers and records of the City pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.
- (j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

- (k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.
- (l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** hereof concerning the payment of principal and interest on the Bonds, declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs, liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.
- (m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.
- (n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.
- (o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.
- (p) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by Electronic Notice, provided, however, that such instructions or directions shall be signed by an Authorized City Representative. If the City elects to give the instructions by Electronic Notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such Electronic Notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. "Electronic Notice" means notice given by telecopy or facsimile transmission or similar electronic means of communication, including but not limited to e-mail, which produces evidence of transmission.

- (q) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:
- (1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;
 - (2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;
 - (3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;
 - (4) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and
 - (5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the City for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys transferred by the City are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Fourth* of **Section 402** on any Payment Date, the unpaid portion shall be carried forward to the next Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

Section 803. Notice of Default. If a default occurs of which the Trustee is required to take notice or notice is given to the Trustee as provided in **Section 801(h)** hereof, then the Trustee shall give written notice thereof to the City within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702** hereof) by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(l)** hereof as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808** hereof, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City and the Owners, and such resignation shall take effect upon the appointment of a successor Trustee pursuant to **Section 807** hereof. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which with notice or the lapse of time will become an Event of Default as provided in **Section 701(a)** hereof, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The City or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of

resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 808. Qualifications of Trustee and Successor Trustees. The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank qualified to do business in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$75,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the City, by a guarantor with such combined capital and surplus. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 810. Trust Estate May be Vested in Co-Trustee.

- (a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.
- (b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

- (c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.
- (d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement. Unless the Trustee is doing so on a more frequent basis, the Trustee shall render an annual statement for each calendar year ending December 31 to the City and, if so requested and the expense thereof is paid, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

- (a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.
- (b) The City may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.
- (c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City and the Trustee. The Paying Agent may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

- (a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902** hereof, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Funds required to be paid to the City under **Article IV** hereof and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.
- (b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

Section 902. Bonds Deemed to Be Paid.

- (a) Bonds or any portions thereof shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Bonds to be included in gross income for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.
- (b) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside

and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

- (c) If the interest earnings on money or Government Obligations are necessary to provide for the payment of the Bonds under this Section, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or prior to the applicable maturity date.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following proposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) to provide for the refunding of any Bonds in accordance with the terms hereof;
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder;
- (g) to modify or eliminate any of the terms of this Indenture; provided, however, that:
 - (1) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding issued prior to the execution of such Supplemental Indenture; and
 - (2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes operative; and

- (h) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the security of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** hereof and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001** or **1002** hereof, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Sections 1001** or **1002** hereof, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Bonds then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the City or an assignee of the City, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the City or any affiliate or any Person controlling, controlled by or under common control with the City, shall be disregarded and deemed not to be Outstanding under this Indenture.

Section 1102. Notices.

- (a) Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City or the Trustee if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed by telephone, on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:

- (1) To the City at:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801
Attention: City Manager

(2) To the Trustee at:

BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

(3) To the Owners:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Payment Date.

Section 1106. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

Section 1107. No Sale. The City covenants and agrees that, except as provided herein, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic 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 City's Special Obligation Bonds (Sewer System Improvements Project), Series 2012, with stated maturities of April 1, 2022-2032, currently outstanding in the principal amount of \$17,305,000.

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

**SPECIAL OBLIGATION REFUNDING BOND
SERIES 2022**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	April 1, 20__	January 5, 2022	

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 April 1 and October 1 in each year, beginning on October 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 "Special Obligation Refunding Bonds, Series 2022," 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 January 1, 2022, between the Trustee and the City (the "Indenture") and proceedings duly and legally had by the governing body of the City.

At the option of the City, the Bonds or portions thereof maturing on April 1, 20__, and thereafter may be redeemed and paid prior to maturity on April 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

At the option of the City, the Bonds are subject to redemption and payment prior to the stated maturity thereof, in whole or in part on any date upon the occurrence of certain extraordinary events or circumstances as specified in the Indenture, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date.

The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose. The obligation of the City to make payments into the Debt Service Fund and any other obligations of the City to make payments under the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years.

The Bonds are issued in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal and interest payments to participants of the Securities Depository, and transfers of principal and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

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

This Bond shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF SPRINGFIELD, MISSOURI** has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Bond to be dated as of the Dated Date shown above.

Registration Date: _____

CITY OF SPRINGFIELD, MISSOURI

CERTIFICATE OF AUTHENTICATION

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

By: _____
Title: Mayor

(SEAL)

BOKF, N.A., as trustee

ATTEST:

By: _____
Title: Authorized Signatory

By: _____
Title: City Clerk

ASSIGNMENT

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

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

agent to transfer the within Bond on the books kept by the Trustee for the registration thereof, with full
power of substitution in the premises.

Dated: _____, _____

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

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signatures) must be guaranteed by
an eligible guarantor institution as defined by
SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

EXHIBIT B

Request No.: _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FROM THE
COSTS OF ISSUANCE ACCOUNT
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2022**

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 January 1, 2022, 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
SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2022**

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
---	-------------------	--

EXHIBIT B

**Gilmore & Bell, P.C.
October 27, 2021**

TES\Springfield MO - Special Obligation Refunding Bonds, Series 2022 (600634.20107)\POS v3.docx

Moody's Rating: ____
See "RATING" herein

BOOK ENTRY ONLY

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), (1) the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax, (2) the interest on the Bonds is exempt from Missouri income taxation by the State of Missouri and (3) the Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX MATTERS" in this Official Statement.

\$[Principal Amount]*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2022

Dated: Date of Delivery

Due: April 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 April 1 and October 1, beginning October 1, 2022.

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year by the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the City to pay the principal of and interest on the Bonds.

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation. The fiscal year of the City begins on each July 1 and ends on the following June 30. No property of the City is pledged or encumbered as security for the payment of the Bonds.

Certain risk factors are associated with the purchase of the Bonds. See "RISK FACTORS."

The Bonds are offered when, as and if issued and received by Stifel, Nicolaus & Company, Incorporated, as Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters relating to this Official Statement will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, Missouri, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as Underwriter's Counsel. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York, on or about January __, 2022.

STIFEL

The date of this Official Statement is December __, 2021.

* Preliminary, subject to change.

\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2022

MATURITY SCHEDULE*

Maturity April 1	Principal Amount	Interest Rate	Yield	Price
2023	\$,000			
2024	,000			
2025	,000			
2026	,000			
2027	,000			
2028	,000			
2029	,000			
2030	,000			
2031	,000			
2032	,000			

* Preliminary, subject to change.

CITY OF SPRINGFIELD, MISSOURI

840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801-8368
(417) 864-1001

Mayor

Ken McClure

City Council

Angela Romine, Zone 1 Councilwoman
Abe McGull, Zone 2 Councilman
Mike Schilling, Zone 3 Councilman
Matthew Simpson, Zone 4 Councilman
Heather Hardinger, General Councilwoman A
Craig Hosmer, General Councilman B
Andrew Lear, General Councilman C
Richard Ollis, General Councilman D

City Administration

Jason Gage, City Manager
Collin Quigley, Deputy City Manager
Maurice Jones, Deputy City Manager
Anita Cotter, City Clerk
Rhonda Lewsader, City Attorney
David Holtmann, Director of Finance
Dan Smith, Director of Public Works
Brendan Griesemer, Acting Director of Planning and Development
Bob Belote, Director of Parks and Recreation
Brian Weiler, Director of Aviation
David Pennington, Fire Chief
Paul F. Williams, Chief of Police
Errin Kemper, Director of Environmental Services

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
Kansas City, Missouri

BOND COUNSEL

Gilmore & Bell, P.C.
Kansas City, Missouri

CERTIFIED PUBLIC ACCOUNTANTS

RSM US, LLP
Kansas City, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

In connection with the offering of the Bonds, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

This Official Statement contains "forward-looking statements." These forward-looking statements include statements about the City's projections and future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words "estimate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include those discussed in the "RISK FACTORS" section of this Official Statement as well as under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Sources of Payment." The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

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OFFICIAL STATEMENT
[\$[Principal Amount]*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2022

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

Purpose of this Official Statement

The purpose of this Official Statement is to furnish information relating to (1) the City of Springfield, Missouri (the “City”), and (2) the City’s Special Obligation Refunding Bonds, Series 2022 (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 January 1, 2022 (the “**Indenture**”), between the City and BOKF, N.A. (the “**Trustee**”). The Bonds are being issued for the purpose of (i) currently refunding all of the outstanding principal amount of the City’s Special Obligation Bonds (Sewer System Improvements Project), Series 2012, as more fully described herein (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, 2019.”*

PLAN OF FINANCING

Authorization and Purpose of the Bonds

The Bonds are authorized and being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the City’s Charter, an ordinance passed by the City Council (the **“Bond Ordinance”**) and the Indenture. The Bonds are being issued for the purpose of currently refunding the Refund Bonds and paying costs of issuance for the Bonds.

The Refunding*

The City previously issued its Special Obligation Bonds (Sewer System Improvements Project), Series 2012 pursuant to a Trust Indenture dated as of June 1, 2012 between the City and BOKF, N.A., as trustee. The City will use a portion of the funds derived from the sale of the Bonds together with other available funds of the City to pay the principal of the Refunded Bonds maturing on April 1, 2022 in the amount of \$1,275,000 and to refund the remaining outstanding principal amount of the Refunded Bonds with stated maturities of

April 1, 2023 through April 1, 2032, currently outstanding in the principal amount of \$16,030,000 on April 1, 2022 (the “**Redemption Date**”), the date on which the Refunded Bonds shall be redeemed in full at a redemption price equal to 100% of the principal amount thereof.

Set forth below is a description of the Refunded Bonds.

Due April 1	Principal Amount	Interest Rate	Redemption Date	Redemption Price	Cusip No.
2022	\$1,275,000	5.000%	4/1/22	100%	851039 DP9
2023	1,340,000	5.000%	4/1/22	100%	851039 DQ7
2024	1,405,000	5.000%	4/1/22	100%	851039 DR5
2025	1,475,000	3.125%	4/1/22	100%	851039 DS3
2026	1,525,000	3.200%	4/1/22	100%	851039 DT1
2027	1,570,000	3.300%	4/1/22	100%	851039 DU8
2028	1,625,000	3.300%	4/1/22	100%	851039 DV6
2029	1,680,000	3.400%	4/1/22	100%	851039 DW4
2030	1,730,000	3.450%	4/1/22	100%	851039 DX2
2031	1,795,000	5.000%	4/1/22	100%	851039 DY0
2032	1,885,000	5.000%	4/1/22	100%	851039 DZ7

Escrow Agreement. The portion of the funds from the sale of the Bonds, together with other available funds of the City, used to defease the Refunded Bonds will be deposited on the issue date of the Bonds pursuant to an Escrow Deposit Agreement dated as of January 1, 2022 (the “**Escrow Agent**”) between the City and BOKF, N.A., as escrow agent (the “**Escrow Agent**”), to establish an escrow fund (the “**Escrow Fund**”) to be used to purchase certain non-callable, direct obligations of the United States of America (the “**Escrowed Securities**”). The Escrowed Securities, together with a certain beginning cash balance held in the Escrow Fund, will be sufficient to pay the interest coming due on the Refunded Bonds to and including the Redemption Date and principal of the Refunded Bonds on the Redemption Date.

Verification Agent. _____, _____ (the “**Verification Agent**”), will deliver to the City and the Escrow Agent their report verifying the accuracy of the mathematical computations of the adequacy of the maturing principal of and interest on the Escrowed Securities to pay, when due or called for redemption on the Redemption Date the principal of an interest on the Refunded Bonds.

Sources and Uses of Funds*

The following table summarizes the estimated sources and uses of funds for the plan of financing:

Sources of Funds:

Principal of the Bonds	\$(Principal Amount)*
Net original issue (discount)/premium	_____
Available City Funds	_____
Total.....	\$ _____

Uses of Funds:

Current Refunding Deposit.....	\$ _____
Costs of issuance	_____
Total.....	\$ _____

* Preliminary, subject to change.

THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Indenture for the detailed terms and provisions thereof.

Description of the Bonds

The Bonds will be issued in the principal amount of \$[Principal Amount]*. The Bonds will be dated the date of initial issuance and delivery thereof, and will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on April 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 April 1 and October 1 in each year, beginning on October 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.

Redemption*

Optional Redemption. At the option of the City, the Bonds or portions thereof maturing on April 1, 20__, and thereafter may be called for redemption and payment prior to maturity on April 1, 20__, and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. When less than all Bonds are to be redeemed, such Bonds will be redeemed from maturities selected by the City, and Bonds of less than a full maturity will be selected by the Trustee in multiples of \$5,000 principal amount.

Extraordinary Optional Redemption. The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
- (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
- (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or
- (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

Notice and Effect of Call for Redemption. If any of the Bonds are to be redeemed prior to maturity, the Trustee will give written notice of the City's intention to redeem and pay the Bonds by first-class mail to

* Preliminary, subject to change.

the original purchaser of the Bonds, and to the Registered Owner of each Bond, said notice to be mailed not less than 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed will become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Bonds or portion of Bonds shall cease to bear interest.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent will provide the notices of Bonds to be redeemed to DTC. It is expected that DTC will, in turn, notify the DTC Participants and that the DTC Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a DTC Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, a DTC Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, will not affect the validity of the redemption of such Bond.

Book-Entry Only System

Ownership interests in the Bonds will be available to purchasers only through a book-entry only system (the “**Book-Entry Only System**”) described in *Appendix E*.

Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System

If the Book-Entry Only System is discontinued the following provisions would apply: Each Bond when issued will be registered by the Trustee in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Sources of Payment

Annual Appropriation Obligations. The Bonds and the interest thereon constitute special obligations of the City payable solely from Appropriated Moneys. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property to the City to pay the principal of and interest on the Bonds. See “***Appendix B – Definitions of Words and Terms and Summary of the Indenture.***”

In the Bond Ordinance, the City Council has directed the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals, subject to the provisions of the Indenture, from and after delivery of the Bonds and so long as any of the Bonds are outstanding, to (1) include in each annual budget prepared and presented to the City Council an appropriation of the amount necessary to pay debt service on the Bonds in the next succeeding Fiscal Year, and (2) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

The payment of the principal of and interest on the Bonds and other payments by the City under the Indenture are subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council. No property of the City is pledged or encumbered as security for payment of the Bonds.

Possible Source of Repayment for the Bonds. Prior to the issuance of the Bonds, the City has financed other improvements to its Sewer System with two types of bonds. These include Sewer System Revenue Bonds which are payable from a pledge of the net revenues of the Sewer System available after paying operation and maintenance expenses of the Sewer System pursuant to voter authorization obtained by the City. As of June 30, 2020, there were no Sewer System Revenue Bonds outstanding. Any such revenue bonds issued in the future which are payable from a pledge of Sewer System revenues are referred to herein as “System Revenue Bonds.” The City may in the future issue System Revenue Bonds upon approval of a majority of voters in the City. The City does not currently have any plans to submit such an approval to the voters and does not currently have any authorized but unissued System Revenue Bonds.

In addition, the City has previously issued multiple series of special obligation bonds payable from an annual appropriation of City funds. These include bonds issued in 2002, 2005, 2007, 2010, 2012 and 2015 which were outstanding as of June 30, 2020, in the aggregate amount of \$80,679,600. Such special obligation bonds, together with the Bonds and any other bonds or other annual appropriation obligations issued in the future to finance improvements to the Sewer System and which are payable from an annual appropriation of City funds are referred to herein as “Annual Appropriation Sewer Obligations.”

Subsequent to the issuance of the Bonds, the City anticipates the issuance of Annual Appropriation Sewer Obligations as described below under the heading **Projected Debt Service Coverage** to fund future improvements to the Sewer System. These improvements are described under the heading “**DESCRIPTION OF THE SEWER SYSTEM – 2021-2025 Advanced Action Plan Projects**” in *Appendix A* hereto.

The City anticipates that Appropriated Moneys will be derived primarily from revenues from its Sewer System that are available after payment of operating expenses of the Sewer System and payments related to System Revenue Bonds, if any (“**Available Sewer Revenues**”). Because System Revenue Bonds are payable from a pledge of the net revenues of the Sewer System after the payment of operation and maintenance expenses, payment of the Bonds and other Annual Appropriation Sewer Obligations of the City will be payable only on a subordinate basis after all payments required under any ordinances authorizing future System Revenue Bonds have been made.

There can be no assurance that (i) sufficient Available Sewer Revenues will be available to pay the Bonds after making any required payments related to any future System Revenue Bonds, if any, (ii) the City Council of the City will appropriate any of the Available Sewer Revenues for the purpose of paying debt service on the Bonds, or (iii) Available Sewer Revenues will not be used for other purposes, including payment of debt service on other Annual Appropriation Sewer Obligations or other obligations or paying for eligible projects, in lieu of paying debt service on the Bonds. Neither the Available Sewer Revenues nor any other revenues are pledged as security for payment of the Bonds.

For these reasons, **prospective investors should not rely upon the City’s receipt or use of the Available Sewer Revenues as a source of repayment of the Bonds, but should instead evaluate the likelihood that that the City will continue to appropriate moneys from other sources sufficient to make payments of principal and interest on the Bonds.**

Projected Debt Service Coverage. The table on the following page represents estimated debt service coverage through Fiscal Year 2031 from revenues of the Sewer System for the Bonds, System Revenue Bonds and Annual Appropriation Sewer Obligations which have been issued or which the City currently estimates are to be issued in the future.

The table includes a number of assumptions which may not be realized. These include rate increases as follows:

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2028	FY 2030	FY 2031
Rate										
Increase	5.00%	5.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Date of										
Increase	Jul-22	Jul-23	Jul-24	Jul-25	Jul-26	Jul-27	Jul-28	Jul-29	Jul-30	Jul-31

These increases are projected to be derived from rate increases adopted by the City Council. The rate increase for Fiscal Years 2022 and 2023 were adopted by City Council on January 13, 2020 under Ordinance No. 6565. Rate increases for Fiscal Year 2024 and beyond are estimated based on rate models comparing projected operating and maintenance, capital improvement program, and debt service expenses with needed revenues. **RATE INCREASES PAST FISCAL YEAR 2023 HAVE NOT YET BEEN ADOPTED BY THE CITY COUNCIL AND THERE CAN BE NO ASSURANCE THAT THEY WILL BE. THE AMOUNTS SET FORTH ABOVE AS PROJECTED INCREASES ARE CURRENT ESTIMATES ONLY AND COULD VARY UP OR DOWN DEPENDING UPON A VARIETY OF FACTORS INCLUDING VARIANCE IN EXPENSE AND REVENUE PROJECTIONS, FUTURE REGULATORY REQUIREMENTS AND SIMILAR FACTORS.** Total revenues attributable to user rates and fees are projected to increase at 5% per year in Fiscal Years 2022 and 2023 and to increase at 2.5% in Fiscal Years 2024-2031. Operation and maintenance expenses are projected to increase annually over Fiscal Years 2022 to 2031 at varying percentages ranging from 2.8% to 3.5%, with an average of 3.4%.

For purposes of deriving aggregate debt service, debt service on existing obligations the City anticipates paying from revenues of the Sewer System was combined with estimated debt service on the Bonds and future Annual Appropriation Sewer Obligations. For purposes of the table, the Bonds are projected to be issued in the principal amount of \$14,250,000 at an average interest rate of 4.0%. Additional Annual Appropriation Sewer Obligations are projected to be issued in Fiscal Year 2024 in the amount of \$4,500,000 at an interest rate of approximately 1.3% and in Fiscal Year 2027 in the amount of \$8,000,000 at an interest rate of approximately 2.6%. Projections of the issuance of Annual Appropriation Sewer Obligations, if any, past the year 2027 are not currently available.

Fiscal Year	Projected Net Operating Revenue Available for	Projected Annual Debt	Debt Service Coverage
	Debt Service	Service	
2022	\$20,043,000	\$11,529,466	1.74
2023	21,408,000	12,212,098	1.75
2024	21,698,000	8,412,558	2.58
2025	21,894,000	8,661,414	2.53
2026	21,994,000	8,374,688	2.63
2027	22,121,000	8,572,871	2.58
2028	22,286,000	8,290,782	2.69
2029	22,380,000	7,733,353	2.89
2030	22,488,000	7,733,688	2.91
2031	22,662,000	7,101,254	3.19

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.

Following the recent 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, case counts and hospitalizations have leveled off and begun to decline. In addition, due to the work of State and local officials to combat vaccine hesitancy, vaccination rates have increased. As of the end of September 2021, more than one half of Greene County residents ages 12 and over are now fully vaccinated against COVID-19, as case counts and hospitalizations continue to decrease. Recently, the City opened a mass-vaccination site to meet the increase in demand for vaccine prompted by the approval of booster shots and the pending approval of vaccinations for children 5-11 years of age.

As part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) the City received an aggregate approximately \$24 Million from Greene County (\$6.6 Million) and the Federal Government (\$17.4 Million) to respond to COVID-19. The CARES Act established the Coronavirus Relief Fund to provide \$150 billion of direct payments to state, local, and tribal governments. Local governments with populations over 500,000 were eligible for direct payments. Those local governments, like the City, with populations below 500,000 had to request or seek funding from those direct recipients or counties that received pass-through payments from the State of Missouri. The City has amended its fiscal year 2021 budget to account for these funds and to appropriate them to respond to the Coronavirus pandemic.

Furthermore, as part of the recent American Rescue Plan Act (the “**ARP Act**”) that went into effect on March 11, 2021, the City anticipates it will receive approximately \$40.2 Million in federal relief funds that have been allocated to the City under the ARP Act. Under the ARP Act, state, local and tribal governments that receive federal relief funds must spend the funds by December 31, 2024, and can use the funds to: (1) respond to the COVID pandemic or the resulting negative economic effects; (2) provide “premium pay” to essential public workers (up to a maximum premium of \$13/hour or \$25,000 per worker); (3) provide services (equivalent to the amount of revenue loss due to the pandemic); and/or (4) invest in improvements to water, sewer, or broadband infrastructure. Pursuant to the ARP Act, states will be responsible for disbursing funds to municipalities with populations under 50,000; however, municipalities with populations over 50,000, such as the City, will receive funds directly from the United States Department of the Treasury (the “**U.S. Treasury**”). According to the ARP Act, fiscal relief funds will be distributed to municipal governments in two installments (or “tranches”) with the first 50% tranche being distributed within 60 days of the March 11, 2021, effective date of the ARP Act and the remaining 50% tranche being distributed 12 months later. The City received the first 50% tranche of ARP Act relief funds in the amount of \$20,138,145 directly from the U.S. Treasury on June 7, 2021, and the City expects to receive the remaining 50% tranche of ARP Act fiscal relief funds in the approximate amount of \$20,138,145 directly from the U.S. Treasury by June 7, 2022. The City is currently developing plans for the use of the \$40.2 Million ARP funds. The City’s initial revenue loss for fiscal year 2020 due to the pandemic is approximately \$31 Million.

The COVID-19 outbreak is continuing to evolve and is ongoing, and its dynamic nature leads to uncertainties, including: (1) the geographic spread of the virus; (2) the development of new variants and the severity of the disease; (3) the duration of the outbreak; (4) the vaccination rate; (5) actions that may be taken by governmental authorities to contain or mitigate the outbreak or recurrences thereof; and (6) the authorization of additional federal relief funds. Developments with any one of these factors could have an adverse impact on the City’s revenues, expenses and financial condition.

LEGAL MATTERS

Legal Proceedings

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened against the City wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or which might affect the City's ability to meet its obligations to pay the Bonds.

Approval of Legality

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, as Bond Counsel to the City. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as counsel to the Underwriter. The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or for the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under the law existing as of the issue date of the Bonds:

Federal and Missouri Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. Interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds have not been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code.

Bond counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading “**TAX MATTERS.**”

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount (“OID”) is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is the first price at which a substantial amount of the Bonds of that maturity have been sold (ignoring sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). Under Section 1288 of the Code, OID on tax-exempt bonds accrues on a compound basis. The amount of OID that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of OID accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of OID accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of OID.

Original Issue Premium. If a Bond is issued at a price that exceeds the stated redemption price at maturity of the Bond, the excess of the purchase price over the stated redemption price at maturity constitutes “premium” on that Bond. Under Section 171 of the Code, the purchaser of that Bond must amortize the premium over the term of the Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner’s adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any

backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

RATING

Moody's Investors Service ("**Moody's**") has assigned the Bonds the rating set forth on the cover page hereof. Such rating reflects only the view of such rating agency at the time such rating is given, and the City will make no representation as to the appropriateness of such rating or that such rating would not be changed, suspended or withdrawn.

Moody's relies on the City, accountants and others for the accuracy and completeness of the information submitted in connection with ratings. A bond rating is not a "market" rating nor a recommendation to buy, hold or sell the Bonds, and such ratings may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of rating could have an adverse effect on the market price and marketability of the Bonds. An explanation of the significance of such ratings may be obtained only from Moody's at the following address: Moody's Investors Service, 99 Church Street, New York, NY 10007.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**") has agreed, subject to certain conditions, to purchase the Bonds from the City at a price of \$_____ (\$_____ par amount of the Bonds, plus net original issue premium of \$_____, less an underwriting discount of \$_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter's business activities. The Underwriter will sell certain of the Bonds at a price greater than such purchase price, as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices. In connection with this offering, the Underwriter may 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 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 – Form 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.

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CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPENDIX A
CITY OF SPRINGFIELD, MISSOURI
GENERAL, ECONOMIC AND FINANCIAL INFORMATION

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.
October 29, 2021, 2021

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TAX COMPLIANCE AGREEMENT

Dated as of January 1, 2022

Between

CITY OF SPRINGFIELD, MISSOURI

And

**BOKE, N.A.,
as Trustee**

\$[Principal Amount**]
Special Obligation Refunding Bonds
Series 2022**

600634.20107

TAX COMPLIANCE AGREEMENT

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Signatures..... S-1, S-2

Exhibit A - Debt Service Schedule and Proof of Bond Yield

Exhibit B - IRS Form 8038-G

Exhibit C - Description of Property Comprising the Financed Facility and Final Written
Allocation of Original Obligations

Exhibit D - Sample Annual Compliance Checklist

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), entered into as of January 1, 2022, between the **CITY OF SPRINGFIELD, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the “City”) and **BOKE, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as Trustee (the “Trustee”);

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the City of \$[**Principal Amount**] principal amount of Special Obligation Refunding Bonds, Series 2022 (the “Bonds”), under a Trust Indenture dated the date of this Tax Agreement (the “Indenture”) between the City and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The City adopted a Tax-Exempt Financing Compliance Policy and Procedure on May 7, 2012 (the “Tax Compliance Procedure”), for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases

have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (1) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (2) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (3) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date as further described in **Section 4.01** and substantially in the form attached as **Exhibit D**.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any Bond or Bonds described in the recitals, authenticated and delivered under the Indenture.

“Bond Compliance Officer” means the City’s Director of Finance or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending April 1, or another one-year period selected by the City.

“City” means the City of Springfield, Missouri, and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The City may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The City selects January 1, 2027, as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Final Written Allocation” means the written allocation of expenditures of proceeds of the Original Obligations as set forth on **Exhibit C**.

“Financed Facility” means the portion of the Project financed or refinanced with the proceeds of the Original Obligations as described on **Exhibit C**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds.

Specifically, Gross Proceeds includes (but is not limited) to amounts held in the following funds and accounts:

- (1) Project Fund and within the Project Fund, the Costs of Issuance Account and the Refunding Account.
- (2) Debt Service Fund.
- (3) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Trust Indenture as originally executed by the City and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

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

“IRS” means the United States Internal Revenue Service.

“Issue Date” means January __, 2022.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility with proceeds of the Original Obligations, the period beginning on the later of (a) the

Issue Date or (b) the date the property was or will be placed in service, and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Official Intent Date” means May 21, 2012, as described in **Section 2.1(j)**.

“Opinion of Bond Counsel” means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Original Obligations” means the Series 2012 Bonds, which was the first issue of tax-exempt governmental bonds that financed or refinanced a portion of the Financed Facility.

“Output Contract” is defined in Regulations § 1.141-7 and generally includes any contract with a Non-Qualified User that provides for the purchase of the output of Financed Facility. A similar contract with a Qualified User is not an Output Contract.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

“Project” means all of the property acquired, developed, constructed, renovated, and equipped by the City using proceeds of the Original Obligations and Qualified Equity, as described on **Exhibit C**.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Rebate Analyst” means the Rebate Analyst selected pursuant to this Tax Agreement.

“Refunded Obligations” means the \$17,305,000 outstanding principal amount of the Series 2012 Bonds, originally scheduled to mature April 1 in the years 2022 through 2032, inclusive.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Series 2012 Bonds” means the City’s \$26,385,000 original principal amount Special Obligation Bonds (Sewer System Improvements Project), Series 2012, issued June 21, 2012, the proceeds of which were used to finance new money capital expenditures.

“Tax Agreement” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the City’s Tax-Exempt Financing Compliance Policy and Procedure, dated May 7, 2012.

“Tax-Exempt Bond File” means documents and records for the Bonds, the Refunded Obligations and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Trustee” means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, underwriter of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

(a) *Organization and Authority.* The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds—General Representation and Covenants.*

(1) In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Bond proceeds, other money held under the Indenture, or other funds of the City, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a “private activity bond” as defined in Code § 141.

(2) The City financed the Project with proceeds of the Original Obligations and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by the Original Obligations (that is, the Financed Facility).

(c) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period, all of the Financed Facility has been and is expected to be owned by the City or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the City has not and will not permit any Non-Qualified Use of the Financed Facility without first obtaining an Opinion of Bond Counsel.

(d) *Governmental Obligations–Private Security or Payment.* As of the Issue Date, the City expects that none of the principal and interest on the Bonds will be and the payment of principal of and interest on the Refunded Obligations and on all other obligations which directly or indirectly refinanced the Original Obligations has not been (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

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

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

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management Agreements.* As of the Issue Date, the City has no Management Agreements with Non-Qualified Users. During the Measurement Period, the City has not and will not enter into or renew any Management Agreement with any Non-Qualified User without first obtaining an Opinion of Bond Counsel.

(g) *Leases.* As of the Issue Date, the City has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements. During the Measurement Period, the City has not and will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Bond Counsel.

(h) *Output Contracts.* As of the Issue Date, the City does not have any Output Contract. During the Measurement Period, the City has not and will not enter into any Output Contract without first obtaining an Opinion of Bond Counsel.

(i) *Limit on Maturity of Bonds.* A list of the assets included in the Financed Facility and a computation of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit C**. Based on this computation, the “average maturity” of the Bonds, as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility. The “average reasonably expected economic life” of the Financed Facility was determined as follows: the average economic life of the Financed Facility as of the issue date of the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Original Obligations to the Issue Date. The “average maturity” of the Bonds, as computed by Bond Counsel, does not exceed the average reasonably expected economic life of the Financed Facility, as such terms are used in Code § 147(b).

(j) *Expenditure of Bond Proceeds.*

(1) Allocation. The City evidenced each allocation of the proceeds of the Original Obligations to an expenditure in writing. No allocation was made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the City adopted a resolution declaring the intent of the City to finance the Financed Facility with tax-exempt bonds and to reimburse the City for expenditures made for the Financed Facility prior to the issuance of those bonds. No portion of the Net Proceeds of the Original Obligations was used to reimburse an expenditure paid by the City more than 60 days prior to the date the resolution was adopted.

(k) *Registered Bonds.* The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(l) *Bonds Not Federally Guaranteed.* The City will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(m) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Agreement or otherwise provided by the City. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City’s records. The City agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B.**

(n) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Original Obligations less any sale proceeds invested in a reserve fund) of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within 3 years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(o) *Compliance with Future Tax Requirements.* The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(p) *Single Issue; No Other Issues.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, or (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(q) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The City will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(r) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(s) *Bank Qualified Tax-Exempt Obligation.* The Bonds are not “qualified tax-exempt obligations” under Code § 265(b)(3).

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants to the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (a) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (b) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the City, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the City related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of the Bonds or any obligation issued to refund the Bonds; *provided*, however, that if the Trustee is not retained to serve as trustee for any obligations issued to refund the Bonds, then the Trustee may satisfy its record retention duties under this **Section 2.3(c)** by providing copies of all such records related to the Bonds to the trustee for the refunding obligations or other party agreed upon by the City.

Section 2.3. Survival of Representations and Covenants. All representations, covenants and certifications of the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the City's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the City's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the City is an officer of the City responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the City's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the City set forth in this Tax Agreement are reasonable. The City has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued for the purpose of providing funds to refund the Refunded Obligations and pay costs of issuing the Bonds. The purpose of the refunding of the Refunded Obligations is to achieve interest cost savings through early redemption of the Refunded Obligations and to provide an orderly plan of financing.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture:

- Project Fund and within the Project Fund, the Costs of Issuance Account and the Refunding Account.
- Debt Service Fund.
- Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the City from the sale of the Bonds will be as follows:

Principal Amount	\$[**Principal Amount**].00
Net Original Issue Premium	0.00
Underwriting Discount	(0.00)
Total Proceeds Received by City	<u>\$ 0.00</u>

(b) *Use of Bond Proceeds.* The Bond proceeds are expected to be allocated to expenditures as follows:

(1) \$_____ of Bond proceeds will be deposited in the Costs of Issuance Account and used to pay the costs of issuing the Bonds.

(2) \$_____ of Bond proceeds will be deposited in the Refunding Account and will be used to refund the Refunded Obligations.

Section 3.6. Multipurpose Issue. The City is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes pursuant to Regulations § 1.148-9(h)(3)(i).

Section 3.7. No Advance Refunding. No proceeds of the Bonds will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.8. Current Refunding.

(a) *Proceeds Used For Current Refunding.* Proceeds of the Bonds will be used to pay principal of and interest on the Refunded Obligations. All such proceeds shall be spent not later than 90 days after the Issue Date.

(b) *Transferred Proceeds.* There are no unspent proceeds (sale proceeds, Investment proceeds or transferred proceeds) of the Refunded Obligations. Therefore, there are no transferred proceeds of the Bonds.

Section 3.9. Project Completion. The Financed Facility has previously been completed.

Section 3.10. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the City expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.

(b) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Issue Price and Yield on Bonds.

(a) *Issue Price.* Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, the City hereby elects to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$_____.

(b) *Bond Yield.* Based on the issue price, the Yield on the Bonds is _____%, as computed by bond counsel as shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.14. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The City recognizes that interest on the Bonds will remain excludable from gross income only if Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12 and 1.145-2. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Bonds and the

City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

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

(b) *Accounting and Allocation of Bond Proceeds to Expenditures.* Proceeds of the Bonds and other money will be used as described in **Sections 3.5 and 3.8**. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds of the Original Obligations to the Financed Facility. This allocation is summarized on **Exhibit C** and is intended to constitute the Final Written Allocation for the Original Obligations.

(c) *Annual Compliance Checklist.* Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the City and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the annual compliance checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Cost of Issuance Account.* Amounts held in the Costs of Issuance Account may be invested without Yield restriction for 13 months.

(b) *Proceeds Allocable to Current Refunding.* Bond proceeds deposited in the Refunding Account or otherwise allocable to a current refunding of the Refunded Obligations (see **Section 3.8**) may be invested without Yield restriction for up to 90 days after the Issue Date.

(c) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after

the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(d) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Trustee, or any other person (whether or not in connection with the bond issue),

and (iii) that the bid is not being submitted solely as a courtesy to the City, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the City’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(G) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee retain the following records with the bond documents until three years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the gross proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from Rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The City may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions.* The following optional rebate spending exceptions can apply to the Bonds: 6-month exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the account cannot be taken into account in computing arbitrage rebate.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds to pay principal of any Bond is not taken into account as expenditure for purposes of meeting any of the spending tests.

(2) The six-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial six-month period, so long as this amount is spent within one year of the Issue Date.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the City, and not later than ten days following each Computation Date. The City will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the City) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel

or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the City fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.8. Filing Requirements. The Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the City and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the City nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Bondowners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[Remainder of Page Intentionally Left Blank]

The parties to this Tax Agreement have caused this Tax Compliance Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

[SEAL]

ATTEST:

By: _____
Title: Acting City Clerk

BOKF, N.A., as Trustee

By: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY AND FINAL WRITTEN ALLOCATION OF ORIGINAL OBLIGATIONS

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds (“Bonds”) financing	Special Obligation Refunding Bonds, Series 2022
Financed Asset:	
Issue Date of Bonds:	January , 2022
Placed in service date of Project Facility:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Project Facility owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Bond Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Project Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Asset been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the management agreement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
4 Output Contracts	During the Annual Period, was any "output contract" entered into for the purchase of the capacity or output of the Financed Facility (e.g., a take-or-pay contract, a wholesale requirements contract)?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the agreement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
5 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Asset?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
6 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

CONTINUING DISCLOSURE AGREEMENT

Dated as of January 1, 2022

Between

CITY OF SPRINGFIELD, MISSOURI

And

BOKF, N.A.

**\$(Principal Amount)
Special Obligation Refunding Bonds
Series 2022**

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of January 1, 2022 (this “**Continuing Disclosure Agreement**”), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”) and **BOKF, N.A.**, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the City of \$[Principal Amount] **Special Obligation Refunding Bonds, Series 2022** (the “**Bonds**”), pursuant to Trust Indenture dated as of January 1, 2022, 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:

- **DESCRIPTION OF THE SEWER SYSTEM**
 - **_Customers Served** – Historical Customers, Usage and Revenues

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Springfield, Missouri

Name of Bond Issue: \$[Principal Amount] Special Obligation Refunding Bonds, Series 2022 (the “Bonds”)

Name of Obligated Person: City of Springfield, Missouri (the “City”)

Date of Issuance: January 5, 2022

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 January 1, 2022, 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
SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2022

December __, 2021

BOND PURCHASE AGREEMENT

City of Springfield, Missouri
 840 Boonville
 P.O. Box 8368
 Springfield, Missouri 65801

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), hereby offers to purchase from the City of Springfield, Missouri (the “**City**”), a constitutional home rule charter city and political subdivision of the State of Missouri (the “**State**”), \$[principal amount] aggregate principal amount of Special Obligation Refunding Bonds, Series 2022 (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 __, 2021. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Indenture; the Tax Compliance Agreement between the Trustee and the City (the “**Tax Compliance Agreement**”); the

Continuing Disclosure Agreement between the City and the Trustee, as dissemination agent (the “**Continuing Disclosure Agreement**”); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$_____ (which is equal to the aggregate principal amount of the Bonds, plus a [net original issue premium] of \$_____, less an underwriting discount of \$_____).

The City acknowledges and agrees that (i) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm’s-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (i) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Bonds, or (ii) the implementation of future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter’s representations in the Underwriter’s Receipt for Bonds and Closing Certificate relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price or prices at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Time has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**Initial Offering Price**”) set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-The-Offering-Price Rule**”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the

selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with

the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

4. Preliminary Official Statement and Official Statement. The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated November __, 2021 (which, together with the cover page, inside cover page and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Preliminary Official Statement**”), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the City as of its date, and the City hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the “**Rule**”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover

page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds is herein called the “**Official Statement**”) executed on behalf of the City by a duly authorized officer, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the “**MSRB**”) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. City’s Representations and Warranties. The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a duly organized constitutional home rule charter city and political subdivision of the State created and existing under the laws of the State and its charter with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State and its Charter, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance, and (ii) to adopt the Bond Ordinance and to enter into and perform its obligations under the Transaction Documents.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents and/or agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance and Indenture provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors’ rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both,

would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (i) any applicable law, administrative regulation, judgment or decree or (ii) the terms of any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (i) under the terms of any such law, administrative regulation, judgment or decree or (ii) under the terms of any such loan agreement, indenture, bond, note, ordinance, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, including the status of the interest on the Bonds as excludable from gross income of the owners thereof for federal income tax purposes or as exempt from income taxation in the State, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, the Indenture, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required The City has received all licenses, permits, or other regulatory approvals required (if any) to execute the Transaction Documents and to perform its obligations thereunder and the City is not in material default, and no event has occurred which would constitute or result in a material default under any such licenses, permits or approvals.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are and, as of their respective dates and at the Closing shall be, true and correct and do not, and with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing, shall not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Bonds, the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof, and the approval of the use of the Official Statement do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, ordinance, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as Appendix D to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements include both the government-wide (the statement of net position and statement of activities) and fund financial statements. The financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to local governmental units. The City has not since June 30, 2020 incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since June 30, 2020, except as described in the Preliminary Official Statement and the Official Statement, there has been no material decrease in the City’s fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in **subsection (h)** of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and operating data and notices of the occurrence of certain events. Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the City has materially complied with all of its previous continuing disclosure obligations under the Rule.

6. Closing. Prior to or at 12:00 noon, Kansas City, Missouri time, on January __, 2022 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter (the “**Closing Time**”), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon by the City and the Underwriter) in an amount equal to the purchase price. Such payment and delivery is referred to herein as the “**Closing.**”

Payment and delivery of the Bonds as aforesaid shall be made in Kansas City, Missouri, New York, New York, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Indenture as definitive Bonds in fully registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). One fully registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC, or delivered to the Trustee for “**FAST**” delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase Agreement and the Closing, in the Underwriter’s sole and reasonable judgment, any of the following events shall occur (each, a “**Termination Event**”):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States (“**Congress**”) or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to Congress for passage by the President of the United States or a member of the President’s Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, Ordinance, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Bonds or securities of the general character of the Bonds; or

(ii) There shall have occurred a formal declaration of national emergency or war or engagement in military conflict or hostilities whether conventional, nuclear and/or biological, by the United States or by other sovereign state or states against the United States or the occurrence of any military conflict or hostilities whether conventional, nuclear and/or biological, involving the United States without the benefit of a formal declaration of war by the United States or any conflict involving the armed forces of the United States shall have escalated beyond the level of such conflict as of the date hereof, or the occurrence of any acts of terrorists or attacks by terrorists within or outside of the borders of the United States which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or the occurrence of any other national emergency or calamity, including natural disasters or a downgrade in the sovereign debt rating of the United States by any major credit rating agency or a payment default on United States Treasury obligations, which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or

(iii) There shall be in force a general suspension of trading or material limitation on the New York Stock Exchange or another major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by Congress or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to Congress for passage by the President of the United States or a member of the President’s Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Ordinance, the Indenture or the Transaction Documents, or any comparable securities of the City are not

exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the “**Securities Act**”) or the Trust Indenture Act or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating (A) on any bonds or other obligations of the City (B) if the Bonds are insured by a bond insurance policy, on the bond insurer, is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State of Missouri or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since June 30, 2020, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in this Bond Purchase Agreement or in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the titles to office

of any member of the City Council of the City, (v) the incorporation, organization or existence of the City, or (vi) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

The Underwriter is not aware of any such Termination Event existing as of the date hereof that would permit the Underwriter to terminate its obligations to purchase the Bonds.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** hereof.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby, (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** hereof, and (v) the City shall have undertaken, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notice of certain events.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, relating to the due authorization, execution and delivery of the Bonds, and the supplemental opinion of Bond Counsel.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (C) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to restrain or

enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

(iii) The Official Statement authorized, approved and executed on behalf of the City by a duly authorized official thereof;

(iv) The Bond Ordinance, duly adopted by the City Council of the City.

(v) The Tax Compliance Agreement, duly executed by the City and Trustee;

(vi) The Continuing Disclosure Agreement duly executed by the City and the Dissemination Agent;

(vii) Letter from Moody's Investors Service, assigning a rating of "____";

(viii) The Indenture, duly executed by the City and Trustee;

(ix) A certificate of the Trustee, dated the date of Closing, certifying to the receipt of the Purchase Price of the Bonds, and such other matters as shall be stated therein;

(x) A copy of the Blanket Issuer Letter of Representations; and

(xi) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in writing and signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of electronically distributing and printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the City, the Trustee, Bond Counsel and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City's accountants, if any, in connection with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds (including without limitation the fees of counsel to the Underwriter) except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**. Unless the City and the Underwriter otherwise agree, the City shall pay from the proceeds of the Bonds or reimburse the Underwriter from its available funds (in either case, if permitted by applicable law) for all incidental costs (excluding entertainment expenses) paid by the Underwriter on behalf of the City in connection with the marketing, issuance and delivery of the Bonds.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the City will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment 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
SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2022

<u>Year</u> <u>(April 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Hold-The-</u> <u>Offering-</u> <u>Price</u> <u>Maturities</u>	<u>General Rule</u> <u>Maturities (At</u> <u>least 10% sold</u> <u>at Initial</u> <u>Offering Price)</u>
	\$	%	%		

EXHIBIT A
TO
BOND PURCHASE AGREEMENT

UNDERWRITER’S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

**[\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION REFUNDING BONDS
SERIES 2022**

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 December __, 2021 (the “Sale Date”) with the Issuer, providing for the purchase by the Original Purchaser from the Issuer of the Bonds.

2. **Receipt for Bonds.** We acknowledge receipt on the date hereof of the Bonds, consisting of fully registered Bonds numbered from R-1 consecutively upward, in authorized denominations or integral multiples thereof. The Bonds consist of “book-entry-only” certificates in a form acceptable to the Original Purchaser which have been delivered to the Depository Trust Company (“DTC”) or to the Trustee for “FAST” delivery prior to the closing of the Bonds pursuant to the rules and procedures of DTC.

3. **Compliance with Bond Purchase Agreement.** We further acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof.

4. **Issue Price.**

For purposes of this section the following definitions apply:

“Effective Time” means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

[*“Holding Period” means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date; or

- (2) the date and time at which the Original Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.*]

“Initial Offering Price” means the price listed on **Schedule A** for each Maturity.

“Maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as **Attachment 1** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. [*As of the Effective Time there were no Undersold Maturities.*] [*For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.
5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.*]

The Issuer may rely on the foregoing representations in making its certification as to issue price of the Bonds under the Internal Revenue Code of 1986, as amended (the “Code”), and bond counsel may rely on the foregoing representations in rendering its opinion on the exclusion from federal gross income of the interest on the Bonds. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Gilmore & Bell, P.C., as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

DATED: January____, 2022.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**, as underwriter

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

SCHEDULE A

**\$[principal amount]
City of Springfield, Missouri
Special Obligation Refunding Bonds
Series 2022**

Stated Maturity (<u>April 1</u>)	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
	\$	%	%

ATTACHMENT 1

PRICING WIRE

Gilmore & Bell, P.C.
October 11, 2021

\\dcfs\Data\wpdata\TES\, Springfield MO - Spec Ob Ref Bonds, Series 2022 (600634.20107)\EDA v1.docx

ESCROW DEPOSIT AGREEMENT

Dated as of January 1, 2022

Between

CITY OF SPRINGFIELD, MISSOURI,

And

**BOKE, N.A.,
Escrow Agent**

**Providing for the Defeasance, Payment and Discharge of
Certain Outstanding Special Obligation Bonds**

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT dated as of January 1, 2022 (the “**Escrow Agreement**”), between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision organized and existing under the laws of the State of Missouri (the “**City**”), and **BOKF, N.A.**, a national banking association, having an office located in Kansas City, Missouri, acting as escrow agent hereunder (the “**Escrow Agent**”).

RECITALS

1. The City is providing for the defeasance, payment and discharge of all of the outstanding principal amount of its Special Obligation Bonds (Sewer System Improvements Project), Series 2012 (the “**Defeased Bonds**”), previously issued by the City:

2. The Defeased Bonds will mature (or will be subject to redemption prior to maturity) and will have interest payable as shown on **Schedule 1** hereto.

3. The City is providing for the defeasance and payment of the Defeased Bonds, in accordance with the requirements of the Indenture (herein defined), through the deposit in trust with the Escrow Agent of \$_____ transferred from the Debt Service Fund held under the Indenture and \$_____ from proceeds of the **City of Springfield, Missouri, Special Obligation Refunding Bonds, Series 2022** (the “**Refunding Bonds**”), and the purchase of the Escrowed Securities described on **Schedule 2** hereto as herein provided.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Definitions.** The following words and terms used in this Escrow Agreement shall have the following meanings:

“**Bond Counsel**” means Gilmore & Bell, P.C., or other firm of attorneys nationally recognized on the subject of municipal bonds.

“**Bond Payment Date**” means any date on which any principal of, redemption premium, or interest on any of the Defeased Bonds is due and payable as shown on **Schedule 1** attached hereto, including the Redemption Date.

“**City**” means the **City of Springfield, Missouri**, a constitutional charter city and political subdivision organized and existing under the laws of the State of Missouri.

“**Defeased Bonds**” means the City of Springfield, Missouri, Special Obligation Bonds (Sewer System Improvements Project), Series 2012, described in **Recital No. 1** hereof that are being defeased, paid and discharged pursuant to this Escrow Agreement.

“**Escrow Agent**” means **BOKF, N.A.**, Kansas City, Missouri, and its successor or successors at the time acting as the Escrow Agent under this Escrow Agreement.

“**Escrow Agreement**” means this Escrow Deposit Agreement, and any amendments hereto.

“Escrow Fund” means the fund by that name established pursuant to **Section 3** of this Escrow Agreement.

“Escrowed Securities” means the direct non-callable obligations of the United States of America listed on **Schedule 2** attached hereto, and any direct non-callable obligations of the United States of America (which investments may not include unit investment trusts or mutual funds) and any securities substituted for Escrowed Securities in accordance with **Section 8** of this Escrow Agreement.

“Indenture” means the Trust Indenture dated as of June 1, 2012 between the City and BOKF, N.A., under which the Defeased Bonds were issued.

“Redemption Date” means April 1, 2022.

Refunding Bonds” means the Special Obligation Refunding Bonds, Series 2022, of the City and referred to in the recitals to this Escrow Agreement.

“Trustee” means BOKF, N.A., and its successors and assigns.

“Verification Report” means the report of [Verification Agent], certified public accountants, referred to in **Section 5** of this Escrow Agreement.

2. Receipt of Documents. The Escrow Agent acknowledges receipt, concurrently with the execution and delivery of this Escrow Agreement, of a copy of the Indenture and the Verification Report, and reference herein to or citation herein of any provisions of said documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if they were fully set forth herein.

3. Establishment of Escrow Fund. The Escrow Agent shall establish a special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the **“Escrow Fund for Defeased Series 2012 Bonds - City of Springfield, Missouri”** (the **“Escrow Fund”**). Except as otherwise provided herein, moneys in the Escrow Fund shall be held in trust by the Escrow Agent and shall be applied solely for the purpose of purchasing Escrowed Securities and to provide funds to the Trustee in accordance with this Escrow Agreement at the times and in the amounts required to pay debt service on the Defeased Bonds.

4. Deposits to the Escrow Fund. Concurrently with the execution and delivery of this Escrow Agreement, the City has deposited or caused to be deposited with the Escrow Agent, and the Escrow Agent acknowledges receipt and deposit into the Escrow Fund of the following moneys:

- (a) proceeds of the Refunding Bonds in the amount of \$ _____; and
- (b) moneys transferred from the Debt Service Fund held under the Indenture in the amount of \$ _____.

The Escrow Agent shall apply such amounts deposited in the Escrow Fund to purchase the Escrowed Securities described in **Schedule 2** at a purchase price of \$ _____ which shall be delivered to and deposited in the Escrow Fund, leaving an initial cash balance of \$ _____ in the Escrow Fund.

5. Verification of Certified Public Accountants. [Verification Agent], certified public accountants, in the Verification Report have verified the mathematical accuracy of the computations, described in **Schedule 3**, that demonstrate that:

- (a) the cash held in the Escrow Fund, together with the maturing principal of the Escrowed Securities held therein and interest to accrue thereon, without consideration of any reinvestment thereof, will be sufficient to pay all principal of, redemption premium, and interest on the Defeased Bonds on the respective Bond Payment Dates; and
- (b) the yield on the Escrowed Securities allocated to proceeds of the Refunding Bonds does not exceed the yield on the Refunding Bonds.

6. Creation of Lien. The escrow created hereby shall be irrevocable. The holders of the Defeased Bonds are hereby given an express lien on and security interest in the Escrowed Securities and the cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Escrow Agreement. The matured principal of and earnings on the Escrowed Securities and any cash in the Escrow Fund are hereby pledged and assigned and shall be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Defeased Bonds.

7. Application of Cash and Escrowed Securities in the Escrow Fund.

- (a) Except as otherwise expressly provided in this Section and **Section 8** hereof, the Escrow Agent shall have no power or duty to invest any money held hereunder or to sell, transfer or otherwise dispose of any Escrowed Securities.
- (b) The Escrow Agent is directed to purchase, using cash in the Escrow Fund, the Escrowed Securities described in **Schedule 2** hereof.
- (c) On or prior to each Bond Payment Date, the Escrow Agent shall withdraw from the Escrow Fund an amount equal to the principal of, redemption premium, and interest on the Defeased Bonds becoming due and payable on such Bond Payment Date, as set forth in **Schedule 1** hereto, and shall forward such amount to the office of the Trustee for the Defeased Bonds, so that immediately available funds in the required amounts will reach such office on or before **12:00** noon, central time, on such Bond Payment Date. In order to make the payments required by this subsection (c), the Escrow Agent is hereby authorized to present or redeem the Escrowed Securities in accordance with the maturity schedule in **Schedule 2** hereto. The liability of the Escrow Agent to make the payments required by this subsection (b) with respect to the Defeased Bonds shall be limited to the money and Escrowed Securities in the Escrow Fund.
- (d) Cash held from time to time in the Escrow Fund shall be held uninvested.
- (e) Upon the payment in full of the principal of, redemption premium, if any, and interest on the last of the Defeased Bonds, all remaining money and Escrowed Securities in the Escrow Fund, together with any interest thereon, shall be transferred to the City.
- (f) Notwithstanding any other provisions of this Escrow Agreement, the City hereby covenants that no part of the moneys or funds in the Escrow Fund shall be used or directed to be used by the Escrow Agent, at any time, directly or indirectly, in a manner that would cause any of the Defeased Bonds to be an “arbitrage bond” under Section 148 of the Internal Revenue Code.

8. Substitution of Escrowed Securities.

- (a) In the event that any of the Escrowed Securities are not available for delivery on the date of the issuance of the Refunding Bonds, the Escrow Agent is directed to accept substitute securities in lieu thereof provided: (1) the substitute securities are non-callable, direct obligations of the United States of America; (2) the maturing principal of and interest on such substitute securities is equal to or greater than the principal and interest payable on such unavailable Escrowed Securities, and is payable no later than, and in amounts no less than, the payments on the unavailable Escrowed Securities; (3) principal of and interest on the substitute securities is payable no later than, and in amounts no less than, the payments on the unavailable Escrowed Securities; (4) the Escrow Agent and the Trustee shall receive from a nationally recognized independent certified public accountant or accounting firm a certification, satisfactory in form and substance to the Escrow Agent, to the effect that after such substitution, the principal of and interest payable on the Escrowed Securities to be held in the Escrow Fund after giving affect to the substitution, together with any other money to be held in the Escrow Fund after such transaction, will be sufficient to pay all remaining principal of, redemption premium, if any, and interest on the Defeased Bonds pursuant to **Schedule 1** hereto; (5) the City approves such substitution in writing; and (6) the City provides an opinion of Bond Counsel to the effect that the substitution will not cause the interest on the Refunding Bonds or the Defeased Bonds to become included in gross income for purposes of federal income taxation. If the original Escrowed Securities become available and are tendered to the Escrow Agent by or on behalf of the original purchaser of the Refunding Bonds, the Escrow Agent shall accept such Escrowed Securities, shall return the substitute securities as directed by such original purchaser and shall notify Bond Counsel and the City of the transaction.
- (b) At the written request of the City, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power from time to time to sell, transfer, request the redemption of or otherwise dispose of any of the Escrowed Securities and to substitute for the Escrowed Securities so redeemed or otherwise disposed of solely cash or non-callable direct obligations of the United States of America. The Escrow Agent shall purchase such substitute Escrowed Securities with the proceeds derived from any such sale, transfer, disposition or redemption of the Escrowed Securities together with any other funds available for such purpose. The substitution may be effected only if: (1) the substitution of the new Escrowed Securities for the original Escrowed Securities occurs simultaneously; (2) the Escrow Agent and the Trustee shall receive from a nationally recognized independent certified public accountant or accounting firm a certification, satisfactory in form and substance to the Escrow Agent, to the effect that after such substitution, the principal of and interest payable on the Escrowed Securities to be held in the Escrow Fund after giving affect to the substitution, together with any other money to be held in the Escrow Fund after such transaction, will be sufficient to pay all remaining principal of, redemption premium, if any, and interest on the Defeased Bonds pursuant to **Schedule 1** hereto; and (3) the Escrow Agent and the Trustee shall receive an Opinion of Bond Counsel to the effect that such substitution is permitted under the terms of this Escrow Agreement and would not cause the interest on either the Refunding Bonds or the Defeased Bonds to become included in gross income for purposes of federal income taxation under then existing law. In the event that any such substitution results in cash held in the Escrow Fund in excess of the cash required for the certification of an independent certified public accountant referred to in this subsection (b) (as evidenced by

such certification), the Escrow Agent shall, at the request of the City, withdraw such excess from the Escrow Fund and pay such excess to the City; provided that, in the opinion of Bond Counsel, such withdrawal and application will not cause the interest on the Refunding Bonds or the Defeased Bonds to become included in gross income for purposes of federal income taxation.

9. Redemption of Defeased Bonds. The Escrow Agent acknowledges that, pursuant to the Indenture, at the written direction of the City, the Defeased Bonds maturing on and after April 1, 2023 described in **Schedule 1** hereto have been called for redemption and payment prior to maturity in the amounts and on the Redemption Date, and the City has irrevocably directed the Trustee to give notice of the call for redemption and payment of such Defeased Bonds in accordance with the applicable requirements of the Indenture. The City directs the Escrow Agent and the Escrow Agent agrees, to the extent within its power, on behalf of the Trustee, to take or cause to be taken such further action as may be necessary under the Indenture to cause the redemption of said Defeased Bonds on the Redemption Date.

10. Reports of the Escrow Agent. As long as any of the Defeased Bonds, together with the interest thereon, have not been paid in full, the Escrow Agent, at least **15** days prior to each Bond Payment Date, shall determine the amount of money which will be available in the Escrow Fund to pay the principal of, redemption premium, if any, and interest on the Defeased Bonds on the next Bond Payment Date. If the Escrow Agent determines that sufficient funds will not be available on such Bond Payment Date to make the payment to be made on such Bond Payment Date pursuant to **Section 7**, then the Escrow Agent shall certify in writing to the City and the Trustee the amount so determined, and provide a list of the money and Escrowed Securities held by it in the Escrow Fund on the date of such certification, including all money held by it which was received as interest or profit from Escrowed Securities.

11. Liability of Escrow Agent.

- (a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Escrow Agreement in compliance with the provisions hereof, other than as a result of the Escrow Agent's negligence or willful misconduct. The Escrow Agent shall have no lien whatsoever on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.
- (b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money to pay the Defeased Bonds. So long as the Escrow Agent applies the Escrowed Securities and money as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Defeased Bonds caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Escrow Agreement.
- (c) If the Escrow Agent fails to account for any of the Escrowed Securities or money received by it, said Escrowed Securities or money shall be and remain the property of the City in trust for the holders of the Defeased Bonds, and, if for any reason such Escrowed Securities or money are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

- (d) All covenants, stipulations, promises, agreements and obligations of the Escrow Agent contained in this Escrow Agreement shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the Escrow Agent, and not of any officer, employee or agent of the Escrow Agent, nor of any incorporator, employee or agent of any successor corporation to the Escrow Agent, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other documents executed in connection therewith.
- (e) The Escrow Agent may rely and shall be protected in acting upon or refraining from acting upon in good faith any resolution, certification, statement, instrument, opinion, report, notice, request, direction, consent, verification, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.
- (f) The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Escrow Agreement.
- (g) No provision of this Escrow Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall not be liable for any error of judgment made in good faith by an authorized officer or employee of the Escrow Agent, unless it shall be provided that the Escrow Agent was negligent in ascertaining the pertinent facts, and shall not be liable for the misconduct or negligence of any agent appointed with due care.
- (h) Whether or not therein expressly so provided, every provision of this Escrow Agreement relating to the conduct or affecting the liability of or affording protection to the Escrow Agent shall be subject to the provisions of this Section.

12. Fees and Costs of the Escrow Agent. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount mutually agreed upon by the Escrow Agent and the City, which amount shall be paid by the City concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from the City of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to the City and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under the Escrow Agreement or otherwise.

If the Escrow Agent resigns or is removed prior to the expiration of this Escrow Agreement, the Escrow Agent shall rebate to the City a ratable portion of any fee theretofore paid to the Escrow Agent for its services under this Escrow Agreement.

13. Resignation or Removal of Escrow Agent; Successor Escrow Agent. In the event of any resignation or removal of the Escrow Agent as trustee under the Indenture and any appointment of a

successor trustee thereunder, such successor trustee, but without any further act, deed or conveyance, shall become the successor Escrow Agent fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor hereunder, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall transfer and deliver all Escrowed Securities and moneys held by it to its successor and shall execute any transfer, assignment or instrument in writing necessary to so transfer said Escrowed Securities and moneys and to make the principal of and interest on said Escrow Securities payable to such successor Escrow Agent. Should any other transfer, assignment or instrument in writing from the Institution be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent hereunder, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Institution, as the case may be. In the event of resignation of the Escrow Agent, a pro rata portion of the amount paid to the Escrow Agent pursuant to **Section 12** hereof shall be returned to the City. In the event of any resignation or removal of the Escrow Agent as trustee under the Indenture, such resignation or removal shall not become effective until a successor trustee shall be in place and the cash and Escrowed Securities held in the Escrow Fund have been transferred to the successor trustee.

The City will provide Moody's Investors Service, Inc. ("**Moody's**") with written notice of any resignation or removal of the Escrow Agent and the appointment of a successor Escrow Agent.

14. Continuing Duties of Trustee. Certain duties, rights and obligations provided for in the Indenture (including but not limited to replacement of lost, mutilated, stolen or destroyed bonds or coupons, the payment of interest and principal on the due dates thereof, the transfer and exchange and registration of bonds from time to time, the indemnification rights of the Trustee, and all immunities and protections of the Trustee) must, by their nature, be performed after the defeasance of the Defeased Bonds or must continue to benefit the Trustee until payment in full of the Defeased Bonds and, accordingly, the Trustee agrees to be bound by and to comply with those provisions of the Indenture. The Escrow Agent has been appointed under this Escrow Agreement by the Trustee at the instruction and authorization of the City, and the City agrees that by such appointment the immunities, protections, rights and indemnification provided to the Trustee under the Indenture and related documents, including but not limited to any loan agreements and guaranties, shall not cease, diminish or be modified in any way.

15. Amendments. This Escrow Agreement may not be repealed, revoked, altered or amended without the written consent of the Escrow Agent, the City and the owners of the Defeased Bonds; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Escrow Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Escrow Agreement;
- (b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Defeased Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Escrow Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification,

addition or elimination affects the rights of the holders of the Defeased Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

The Escrow Agent shall notify Moody's in writing prior to the execution of any amendment to this Escrow Agreement and Moody's shall be provided a draft copy of any proposed amendment to the Escrow Agreement prior to its execution.

16. Termination. This Escrow Agreement shall terminate when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made. The Escrow Agent shall notify Moody's in writing prior to the execution of any early termination to this Escrow Agreement.

17. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Escrow Agreement to be given to or filed with any of the following if the same shall be duly mailed by first class, certified or registered mail, return receipt requested addressed (provided, however, that notice to the Escrow Agent will be effective only upon receipt):

(a) To the City at:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801
Attention: City Manager

(b) To the Escrow Agent at:

BOKF, N.A.
2405 Grand Boulevard
Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

(c) To the Trustee and the owners of the Defeased Bonds at their respective addresses and by the method set forth in the Indenture.

(d) To Moody's Investors Service, Inc., at:

Moody's Investors Service, Inc.
7 World Trade Center
250 Greenwich Street
New York, New York 10007
Attention: Public Finance Rating Desk

18. Benefit of Escrow Agreement. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns. Nothing in this Escrow Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns, the Trustee and the owners of the Defeased Bonds, any benefit or any legal or equitable right, remedy or claim under this Escrow Agreement.

19. Severability. If any provision in this Escrow Agreement 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.

20. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

21. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

22. 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 parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

BOKF, N.A., as Escrow Agent

By: _____
Title: Authorized Officer

**SCHEDULE 1
TO ESCROW DEPOSIT AGREEMENT**

**DEBT SERVICE SCHEDULE TO MATURITY AND CALL FOR
DEFEASED BONDS**

See Attached

**SCHEDULE 2
TO ESCROW DEPOSIT AGREEMENT**

SCHEDULE OF ESCROWED SECURITIES

See Attached

**SCHEDULE 3
TO ESCROW DEPOSIT AGREEMENT**

ESCROW CASHFLOWS AND PROOF OF YIELD

See Attached

One-rdg. _____
P. Hrngs. _____
Pgs. 10 _____
Filed 11-09-21 _____

Sponsored by: Lear

First Reading _____

Second Reading _____

COUNCIL BILL 2021-294

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, "Administration," Article VI,
2 "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement
3 System," by establishing a new Section 2-484, "In Service Distributions
4 After Retirement and Rehire," and revising certain other sections to
5 authorize in-service distributions to certain retirees.
6 _____
7

8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
9 MISSOURI, as follows, that:

10 NOTE: Language to be added is underlined and language to be deleted is ~~stricken~~.

11
12
13 Section 1 – Springfield City Code, Chapter 2, "Administration," Article VI,
14 "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section
15 2-460, "Employees subject to retirement plan participation," is hereby amended as
16 follows:
17

18 Sec. 2-460. - Employees subject to retirement plan participation.
19

20 All persons who are employees of the Police Department and Fire Department
21 on October 9, 1958, and are covered by the terms of any previous pension plan
22 of the City, all persons who are employees on November 15, 1982, and all
23 persons who are or may in the future be within the scope of the definition of
24 "participant", as set out in subsection (2) of the definition of that term as
25 contained in Section 2-441, shall be subject to the provisions of the ordinances
26 governing the Retirement Plan as a condition of their employment. Also, any
27 member of the Police Department or Fire Department who has been in the
28 service of the Police Department or Fire Department at least five (5) years on
29 May 2, 1946, shall be subject to the ordinances governing the Retirement Plan.
30 Employees hired or reinstated on or after January 31, 2010, shall not be eligible
31 for the Retirement Plan except that any employee already vested in the plan shall
32 not lose his or her entitlement to previously earned normal service retirement

benefits merely because the employee leaves the service and then is rehired or reinstated after July 19, 2010.

Section 2 – Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-461, “Credit for previous service upon reentering service,” part (b), is hereby amended as follows:

Sec. 2-461. - Credit for previous service upon reentering service.

(b) Should any participant leave the service of his respective department, for any reason other than Normal Service Retirement (Section 2-465), provided the absence was for less than two successive years and reemployment ~~be reemployed~~, at the option of the city, in either department, occurs within two years from his separation therefrom, he shall be entitled to credit for his previous service in his respective department; provided that, if such participant has withdrawn his contribution to the retirement fund, as provided by section 2-456, he shall be entitled to such previous service credit only upon tender to the board of trustees of an amount equal to the amount he has previously withdrawn under section 2-456, which tender must occur within six months from the date of reemployment.

Section 3 – Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-464, “Computation of average salary,” is hereby amended as follows:

Sec. 2-464. - Computation of average salary.

The normal service pension, the early retirement service pension, the non-duty disability pension and the survivor's pension shall be based upon the average salary for the highest three (3) years, which years may be but are not required to be consecutive, within the last ten (10) years of service as an active participant in the fund, calculated backward from the last day of employment as a participant contributing to, or otherwise eligible to accrue benefits under, the fund. For participants commencing employment in the police or fire departments prior to June 1, 2006, actual salary before deductions, plus payments for unused floating holidays, unused compensatory time, scheduled holidays, ~~kelly~~Kelly days, pin days and accrued vacation time shall be used in all cases. For participants commencing employment in the police or fire departments on or after June 1, 2006, actual salary before deductions paid for hours worked or amounts paid for leave time taken in lieu of hours worked within the said three-year period shall be used in the calculation, and payments for unused floating holidays, unused compensatory time, unused leave granted in lieu of scheduled holidays, unused Kelly days, unused pin days, unused accrued vacation time, vacation buy out amounts, or any other nonrecurring lump sum monetary amounts for unused leave time of any kind paid out at time of separation of employment, shall not be

79 included in the average salary computation. For such participants commencing
80 employment in the police or fire departments on or after June 1, 2006, no
81 participant contributions for the Plan shall be deducted from any lump sum
82 monetary amounts paid any such participant for the unused leave time amounts
83 described above.

84
85 Section 4 – Springfield City Code, Chapter 2, “Administration,” Article VI,
86 “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section
87 2-465, “Normal service retirement benefits,” part (a) is hereby amended as follows:
88

89 Sec. 2-465. - Normal service retirement benefits.

90
91 (a) Any participant in service and having:
92

93 (1) In the case of a participant who commenced employment in the police or
94 fire departments prior to June 1, 2006, more than twenty (20) years of
95 service in his department, or in both departments, and having reached the
96 age of fifty (50) years, or any such participant in service and having
97 twenty-five (25) years or more in one (1) or both departments; or
98

99 (2) In the case of a participant who commenced employment in the police or
100 fire departments on or after June 1, 2006, more than twenty-five (25)
101 years of service in his department or in both departments and having
102 reached the age of fifty-five (55) years; or
103

104 (3) Any such participant in service, regardless of their hire date, and having
105 reached the age of sixty (60) years; _____
106

107 may file with the Board an application for normal retirement or pension, setting
108 forth a time not less than thirty (30) days and not more than ninety (90) days
109 after the filing of the application at which he wishes to be retired; and though
110 his services have been discontinued during such period of notification, if found
111 entitled to retirement under the terms of this division, he shall be permitted to
112 retire by the Board as of the time specified in his application, and shall be paid
113 (his "Pension", for purposes of this section) for life out of the Retirement Fund
114 a percent (the "Percentage Multiplier") of his average salary for each full year
115 of service, and fractions thereof for periods of less than a full year, subject to,
116 in the case of a participant who commenced employment in the police or fire
117 departments prior to June 1, 2006, a maximum of seventy percent (70%) of
118 such participant's defined average annual salary, or, in the case of a
119 participant who commenced employment in the police or fire departments on
120 or after June 1, 2006, a maximum of seventy-five percent (75%) of such
121 participant's defined average annual salary, in accordance with the following
122 schedule:-
123

- (1) Participants retiring prior to July 15, 1991 shall be paid a pension based on a Percentage Multiplier of two percent (2%).
- (2) Participants retiring from July 15, 1991 until July 11, 1992 shall be paid a pension based on a Percentage Multiplier of two and one-sixth percent ($2 \frac{1}{6} \%$).
- (3) Participants retiring from July 11, 1992 to July 10, 1993 shall be paid a pension based on a Percentage Multiplier of two and one-third percent ($2 \frac{1}{3} \%$).
- (4) Participants retiring from July 11, 1993 until May 20, 2000, shall be paid a pension based on a Percentage Multiplier of two and one-half percent ($2 \frac{1}{2} \%$).
- (5) Participants retiring on or after May 21, 2000, who commenced employment in the police or fire departments prior to June 1, 2006, shall be paid a pension based on a Percentage Multiplier of two and one-half percent ($2 \frac{1}{2} \%$) plus an additional three-tenths of one percent (0.3%), called the "Additional Three-Tenths Percent (0.3%) Multiplier".
- (6) Participants who commenced employment in the police or fire departments on or after June 1, 2006, shall upon retirement be paid a pension based upon a Percentage Multiplier of two and one-half percent ($2 \frac{1}{2} \%$), without the said "Additional Three-Tenths Percent (0.3%) Multiplier" referenced above.

Section 5 – Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-469, "Cost of living benefits for pensions authorized on or after August 8, 1983," part (c) is hereby amended as follows:

Sec. 2-469. - Cost of living benefits for pensions authorized on or after August 8, 1983.

- (c) With respect to participants who commenced employment in the police or fire departments on or after June 1, 2006, no such automatic three percent factor shall be paid, except that this restriction shall not apply to those originally hired before June 1, 2006, and who have applied for or are receiving in-service distributions under Section 2-484. Provided that; the Board may in its discretion authorize the payment of an annual additional factor for such participants who meet the requirements set out in the preceding subsection (a) above, in an amount as may be determined by the Board but not to exceed three percent, if, for any such twelve-month period commencing July 1 in which such an increase is authorized, as of that commencement date:

- 170
171 (1) based upon the latest actuarial study completed prior to the proposed July
172 1 commencement date, the Fund's invested assets have cumulatively
173 earned for the immediately preceding twelve-month period reported on in
174 the study a rate of return net of fees equal to or greater than the actuarially
175 assumed rate of return approved by the Board for the Fund's invested
176 assets; and
177
178 (2) based upon the latest actuarial study completed prior to the proposed July
179 1 commencement date, and taking into account the adjustment described
180 in subsection (c)(3) below, the Fund is actuarially determined to be
181 seventy-five percent (75%) or more funded; or, if the Fund is actuarially
182 determined to be less than 75% funded, the funded ratio of the Plan has
183 moved in a positive direction for each of three (3) consecutive fiscal years
184 immediately prior to any such July 1 commencement date.
185
186 (3) In calculating the annual funded ratio described in subsection (c)(2)
187 above, the said funded ratio shall be adjusted by the amount of the City's
188 net pension obligation determined from the latest actuarial study by adding
189 such amount to the asset value in the ratio formula.
190
191 (4) However, notwithstanding any of the above provisions of subsection
192 (c)(1), (c)(2), and (c)(3) no such factor shall be paid if as of such July 1
193 commencement date the Fund is actuarially determined to be less than
194 sixty percent (60%) funded.
195

196 Section 6 – Springfield City Code, Chapter 2, “Administration,” Article VI,
197 “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section
198 2-473, “Non-duty disability pension,” is hereby amended to add a new part (e), to read
199 as follows:
200

201 Sec. 2-473. - Non-duty disability pension.
202

203 (e) Notwithstanding the above, any person who has left the service, been rehired
204 or reinstated, and has applied for, or is receiving or has received, in service
205 distributions pursuant to Section 2-484 shall not be eligible for the non-duty
206 disability pension provided for in this section.
207

208 Section 7 – Springfield City Code, Chapter 2, “Administration,” Article VI,
209 “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section
210 2-474, “Duty disability pension,” is hereby amended to add a new part (e), to read as
211 follows:
212

213 Sec. 2-474. - Duty disability pension.
214

(e) Notwithstanding the above, any person who has left the service, been rehired or reinstated, and has applied for, or is receiving or has received, in service distributions pursuant to Section 2-484, shall not be eligible for the duty disability pension provided for in this section.

Section 8 – Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-478, “Survivors’ pension in cases of duty-connected death,” is hereby amended as follows:

Sec. 2-478. - Survivors' pension in cases of duty-connected death.

A pension equal to 50 percent of the salary of the participant in effect at the date of death shall be payable to a surviving spouse of a participant whose death occurs as the direct result of the performance of an act of duty. If minor children under the age of 18 years also survive the participant, additional allowance shall be made on account of each child, equal to ten percent of final salary, subject to a maximum payment to a surviving spouse and children equal to 75 percent of final salary. If no spouse survives the participant, the allowance for each minor child shall be 15 percent of final salary, subject to a maximum payment to all children combined equal to 50 percent of such salary. Payments on account of minor children shall terminate upon their death or the end of their status as minor children, as defined in the ordinances governing this plan. Should a minor child's attendance at a school or institution as described in the minor child definition in the ordinances governing the plan be interrupted for purposes of a military draft or extended illness of the child, then the interruption in attendance shall not serve to disqualify the child from receiving the pension upon readmission to such institution or school. Pension payments under this section shall be subject to offset by any amounts payable by the city under any plan of workmen's compensation established by the laws of the state.

Notwithstanding the above, this section shall not apply to any person who has left the service, been rehired or reinstated and has applied for, or is receiving or has received, in service distributions pursuant to Section 2-484.

Section 9 – Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-479, “Survivors’ pension in cases of non-duty-connected death,” part (a), is hereby amended as follows:

Sec. 2-479. - Survivors' pension in cases of non-duty-connected death.

(a) Upon the death of any participant, from any cause other than duty-connected causes, or, for individuals who have been rehired or reinstated and are receiving or have applied to receive or have previously received in service distributions pursuant to Section 2-484 and whose death is from either duty or

261 non-duty related causes, and such death occurring while in service or after
262 retirement, if the participant has rendered at least five years of service, his
263 surviving spouse shall be entitled to a pension equal to 25 percent of the
264 participant's average salary, increased 1 1 / 8 percentage point for each year
265 of service above five years, subject to a maximum of 50 percent of his
266 average salary. Any individual rehired or reinstated, or who has applied to
267 receive, is receiving, or has received an in-service distribution, pursuant to
268 Section 2-484 shall be limited to the years of service prior to the rehire or
269 reinstatement or commencement of an in-service distribution and will not
270 continue to earn service credit for the purposes of this section. If a minor child
271 exists, the pension shall be increased ten percent of the participant's average
272 salary for each minor child, subject to a combined payment to the surviving
273 spouse and children of 60 percent of such average salary. Provided that, for
274 participants commencing employment on or after January 1, 2005, the
275 surviving spouse benefit for such participants shall in no case be greater than
276 the amount of any retirement benefits the participant may have been
277 receiving at the time of death. In order that a surviving spouse may qualify for
278 the pension, marriage to the participant must have been in effect at least one
279 year prior to the date of death of the participant. Pension payments under this
280 section shall be subject to offset by any amounts payable by the city under
281 any plan of workmen's compensation established by the laws of the state.
282

283 Section 10 – Springfield City Code, Chapter 2, “Administration,” Article VI,
284 “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” is hereby
285 amended to add a new Section 2-484, “In Service Distributions Allowed After Rehire or
286 Reinstatement,” which shall read as follows:
287

288 Section 2-484. - In Service Distributions After Retirement and Rehire
289

- 290 1. A former employee receiving, or who has applied to receive, normal service
291 retirement benefits under Section 2-465 on the basis of having 25 years of
292 service, or who is eligible to receive such retirement benefits, may be rehired
293 or reinstated by the City and may continue or commence to receive such
294 retirement benefits or may apply to begin receiving such benefits, and their
295 re-employment by the City shall not prevent in service distribution of the
296 normal service retirement benefits. In service distributions shall not be
297 allowed to commence for rehired or reinstated former employees who do not
298 have 25 years of service.
299
- 300 2. In accord with Section 2-460, former employee participants who are rehired or
301 reinstated by the City and are receiving in service distributions will not earn
302 additional benefits under the plan, other than any that may have already
303 attached to their normal service retirement pension, nor will such individuals
304 earn additional service credit or be required to make funding contributions.
305

306 Section 11 – Savings Clause. Nothing in this Ordinance shall be construed to

affect any suit or proceeding now pending in any court, any rights acquired or liability incurred, any cause or causes of action accrued or existing under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 12 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, even if any one or more sections, subsections, sentences, clauses, or phrases were declared invalid.

Section 13 – 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- 294

FILED: 11-09-21

ORIGINATING DEPARTMENT: Law Department

PURPOSE: To amend the Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Sections 2-460 (Employees subject to retirement plan participation); 2-461 (Credit for previous service upon reentering service); 2-464 (Computation of average salary); 2-469 (Cost of living benefits for pensions authorized on or after August 8, 1983); 2-473 (Non-duty disability pension); 2-474 (Duty disability pension); 2-478 (Survivors' pension in cases of duty-connected death); and 2-479 (Survivors' pension in cases of non-duty-connected death); and establishing a new Section 2-484 (In Service Distributions After Retirement and Rehire). The amendments and addition of Section 2-484 are being done to allow for Police and Fire Pension Fund (the "Fund") participants with 25 years of service (or more) to retire, be rehired under the LAGERS pension plan, and receive in service distributions from the Fund.

To repeal and replace 2-465 (Normal service retirement benefits) part (a) to correct a formatting error.

BACKGROUND: In order to assist with vacancies, the Springfield Police Department is seeking to allow for current employees within the Police and Fire Pension Plan and who have at least 25 years of service, to retire, be rehired back under the LAGERS pension plan, and allowed to receive in service distributions from the Plan. Additionally, the Police Department would also like former employees who have at least 25 years of service and who previously retired, to also be able to be rehired under the LAGERS pension plan while continuing to receive pension payments from the Fund.

REMARKS: The actuary for the Fund has offered the opinion that the proposed changes would have no impact on the funding ratio of the Fund so long as the proposed changes are limited to individuals who have at least 25 years of service. The Board of Trustees of the Police Officers' and Firefighters' Retirement Fund ("Board") is set to vote on November 18, 2021, regarding whether to recommend the proposed ordinance changes to City Council. As the actuary has stated that there will be no impact upon the funding ratio of the Fund, it is anticipated that the Board will vote to recommend the changes.

Additionally, it should be noted that this will allow eligible individuals to apply and compete for any City position such persons are eligible for and receive in service distributions. It would not be limited to only those seeking employment within the Police Department.

Finally, the intent of the changes is that those who are rehired and receive (or apply to receive) in service distributions will not continue to accrue additional benefits under the

Police and Fire Pension Plan. The computation of the average salary for such individuals shall occur at the time of the retirement from the Police and Fire Pension Plan and will not be re-calculated after rehiring. Such individuals will not be eligible for a duty disability pension or for a non-duty disability pension, and their spouses shall not be eligible to a survivor's pension in cases of duty connected death. Spouses of such individuals are still eligible to receive survivor's pension in cases of non-duty connected death and, any death that occurs after rehiring will be treated as a non-duty connected death regardless of whether the death occurred on duty or not.

Submitted by:


Lance Roskens,
Assistant City Attorney

Approved by:


Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed 11-09-21

Sponsored by Romine

First Reading _____

Second Reading _____

COUNCIL BILL 2021-295

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING City Utilities to dispose of approximately 0.17 acres of property
2 generally located at 614 West Division Street (Planning and Zoning
3 Commission and staff recommend approval)
4 _____
5

6 WHEREAS, the City of Springfield ("City"), by and through City Utilities,
7 previously purchased the 0.17 acres of land generally located at 614 West Division
8 Street (the "Property") to demolish and prevent construction of any structures beneath
9 its existing electric transmission line; and
10

11 WHEREAS, City Utilities has determined that it has no further use for the
12 Property and has recommended selling the Property subject to a full utility easement 50
13 feet in width; and
14

15 WHEREAS, the Board of Public Utilities of the City has authorized and approved
16 the sale of the Property; and
17

18 WHEREAS, the property is within the City of Springfield and disposal of the
19 property will not adversely affect the City of Springfield's daily operations; and
20

21 WHEREAS, the Planning and Zoning Commission has recommended approval
22 of the disposal of the property; and
23

24 WHEREAS, disposition of real property calls for City Council approval.
25

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

29 Section 1 – City Council hereby authorizes the Board of Public Utilities of the City
30 Utilities to obtain appraisals and solicit bids for the sale of City Property generally
31 located at 614 West Division Street, and more particularly described in "Exhibit A,"
32 which is attached hereto and incorporated herein by this reference, less a full utility
33 easement 50 feet in width.
34

35 Section 2 – The Mayor is hereby authorized to convey said Property to the
36 purchaser, as determined by City Utilities in accordance with City Utilities' surplus
37 property sales policies and procedures and in accordance with all City ordinances, with
38 the condition that City Utilities reserve a full utility easement 50 feet in width either by
39 deed or separate easement at the time of sale.

40
41 Section 3 – This Ordinance shall be in full force and effect from and after
42 passage.

43
44 Passed at meeting: _____

45
46 _____
47 Mayor

48
49 Attest: _____, City Clerk

50
51
52 Filed as Ordinance: _____

53
54
55 Approved as to form: Jill Burris, Assistant City Attorney

56
57
58 Approved for Council Action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-295

FILED: 11-09-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To authorize the City Utilities to dispose of approximately 0.17 acres of property generally located at 614 West Division Street (Planning and Zoning Commission and staff recommend approval).

BACKGROUND INFORMATION:

REQUEST TO DISPOSE #527

City Utilities proposes to dispose of property generally located at 614 West Division Street. The property was originally purchased in order to resolve an easement issue with an existing transmission line. The original easement was an aerial only easement which would have allowed a building to be built underneath the transmission line. City Utilities will reserve a new easement on the deed or will have the buyer sign an easement at the time of sale.

FINDINGS FOR STAFF RECOMMENDATION:

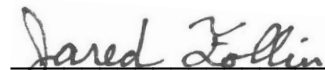
1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the City of Springfield's operations.
3. The subject property is to be placed into surplus and sent out to bid.

The Planning and Zoning Commission held a public hearing on October 7, 2021 and recommended approval, by a vote of 7 to 0, of the proposed property disposal on the tract of land described on the attached sheet (see the attached Record of Proceedings).

REMARKS:

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

Submitted by:


Jared Follin, Associate Planner

Recommended by:



Brendan K. 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

EXHIBIT A

LEGAL DESCRIPTION
REQUEST TO DISPOSE NUMBER NO. 527

Lot 11 in Youngblood's Addition

EXHIBIT B

RECORD OF PROCEEDINGS
REQUEST TO DISPOSE NUMBER NO. 527
Special Planning and Zoning Commission – October 7, 2021

Request to Dispose 527
614 West Division Street
Applicant: City Utilities

Mr. Hosmer states that this is a request to dispose property located at 614 West Division Street. City Utilities purchased the property in order to resolve an easement issue with an existing transmission line. City Utilities will reserve a new easement on the deed or will have the buyer sign an easement at the time of sale. The proposal meets the Planning and Zoning Commission policy to dispose the property. No one has objected to this request to date. Staff recommends approval.

No speakers.

COMMISSION ACTION:

Mr. Knuckles motioned to approve Request to Dispose 527 (614 West Division Street). Ms. Ogilvy seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Bruce, Jobe, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin and Lebeck.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: OCTOBER 7, 2021

CITY COUNCIL PUBLIC HEARING:

NOVEMBER 1, 2021

**CASE NUMBER:** Disposition No. 527**LOCATION:** 614 West Division Street**ACRES:** 0.17**EXISTING LAND USE:** Undeveloped**APPLICANT:** City Utilities**STAFF:** Jared Follin, Associate Planner
417-864-1612**STAFF RECOMMENDATIONS:**
Approve**PROPOSED MOTION:**
Move to approve Disposition No. 527**SUMMARY OF REQUEST:**

City Utilities proposes to dispose of property generally located at 614 West Division Street. The property was originally purchased in order to resolve an easement issue with an existing transmission line. The original easement was an aerial only easement which would have allowed a building to be built underneath the transmission line. City Utilities will reserve a new easement on the deed or will have the buyer sign an easement at the time of sale.

FINDINGS FOR STAFF RECOMMENDATION:

1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the City of Springfield's operations.
3. The subject property is to be placed into surplus and sent out to bid.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	LB	R-SF	R-SF	R-SF
LAND USE	Commercial	Residential Single-Family	Residential Single-Family	Residential Single-Family

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



Development Review Staff Report



STAFF COMMENTS:

1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect City of Springfield's operations.
3. The property was purchased in order to dedicate an easement for the existing transmission line.
4. A new easement will be dedicated at the time of sale.

LAND DISPOSAL POLICY:

Planning and Zoning Commission adopted the following policy statement for land disposals by public bodies:

1. **Where is the property located?**
614 West Division Street
2. **Legal description.**
Lot 11 in Youngblood's Addition
3. **Why doesn't the City of Springfield need the property anymore?**
Property was purchased due to an aerial only easement on the transmission line. CU purchased the property and will retain a full utility easement on the property to prevent future owner from building under the structure.
4. **When was the current building erected?**
There is no building on the property.
5. **Why was property acquired? What did the city originally intend to do with the property?**
See response to #3.
6. **Who will purchase property?**
Highest bidder

LEGAL DESCRIPTION:

Lot 11 in Youngblood's Addition

One-rdg. X
P. Hrngs.
Pgs. 18
Filed: 11-09-21

Sponsored by: Hardinger

First Reading:

Second Reading:

COUNCIL BILL 2021-296

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to apply for and accept grant funds
2 in the amount of \$12,817 from the Missouri Department of Public
3 Safety Office of Homeland Security, funded through the U.S.
4 Department of Homeland Security Fiscal Year 2021 Homeland
5 Security Grant Program, for qualifying expenditures from September 1,
6 2021, through August 31, 2023; authorizing the City Manager, or his
7 designee, to enter a subaward agreement with the Missouri
8 Department of Public Safety Office of Homeland Security accepting the
9 award conditions; amending the budget of the Information Systems
10 Department for Fiscal Year 2021-2022 in the amount of \$12,817 to
11 appropriate the grant funds; and declaring that this bill qualifies for
12 approval in one reading.
13
14

15 WHEREAS, the Missouri Department of Public Safety Office of Homeland
16 Security, with funds from the U.S. Department of Homeland Security, offered Fiscal
17 Year 2021 State Homeland Security Program Enhancing Cybersecurity Local
18 Preparedness ("SHSP ECLSP") grants to local government units and other
19 organizations to fund projects strengthening local cybersecurity preparedness; and
20

21 WHEREAS, the City, through the Information Systems Department, has been
22 awarded \$12,817 in Fiscal Year 2021 SHSP ECLSP grant funds for use between
23 September 1, 2021 and August 31, 2023.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to apply for
29 and accept grant funding in the amount of \$12,817 from the Missouri Department of
30 Public Safety Office of Homeland Security, as referenced in "Exhibit A," which is
31 attached hereto and incorporated herein by reference, for receipt and use by the
32 Information Systems Department, and to do all things necessary to carry out the grant,

33 including the execution of the subaward agreement set forth as "Exhibit B," a copy of
34 which is attached hereto and incorporated herein by reference.
35

36 Section 2 – The budget of the City's Information Systems Department for Fiscal
37 Year 2021-2022 is hereby amended in the accounts and in the amounts as shown on
38 Budget Adjustment No. 30, a copy of which is attached hereto and incorporated herein
39 by reference as "Exhibit C."
40

41 Section 3 – City Council hereby finds that the budget adjustment made above
42 has been recommended by the City Manager.
43

44 Section 4 – The City Manager is directed to cause the appropriate accounting
45 entries to be made in the books and records of the City. In the event additional funding
46 is provided under this grant by the grantor, the Director of Finance is hereby authorized
47 to adjust this appropriation by an amount not to exceed 20 percent.
48

49 Section 5 – City Council hereby finds and declares this Ordinance relates to the
50 acceptance of a grant from a state or federal agency, and, pursuant to Section 2.16(25)
51 of the City Charter, this Ordinance requires one reading. Therefore, this Ordinance shall
52 be in full force and effect from and after passage.
53

54 Passed at meeting: _____
55

56
57 _____
58 Mayor
59

60 Attest: _____, City Clerk
61

62
63 Filed as Ordinance: _____
64

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

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

EXPLANATION TO COUNCIL BILL 2021- 296

FILED: 11-09-21

ORIGINATING DEPARTMENT: Information Systems.

PURPOSE: to accept grant funds in the amount of \$12,817 from the Missouri Department of Public Safety Office of Homeland Security, funded through the U.S. Department of Homeland Security Fiscal Year 2021 Homeland Security Grant Program, for qualifying expenditures from September 1, 2021, through August 31, 2023; authorizing the City Manager, or his designee, to enter a subaward agreement with the Missouri Department of Public Safety Office of Homeland Security accepting the award conditions; amending the budget of the Information Systems Department for Fiscal Year 2021-2022 in the amount of \$12,817 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The Missouri Department of Public Safety Office of Homeland Security, with funds from the U.S. Department of Homeland Security, offered Fiscal Year 2021 State Homeland Security Program Enhancing Cybersecurity Local Preparedness ("SHSP ECLSP") grants to local government units and other organizations. The SHSP ECLSP grants assist state and local efforts to build, sustain, and deliver necessary capabilities to prevent, prepare for, protect against, and respond to, acts of terrorism in cybersecurity through projects strengthening local cybersecurity preparedness.

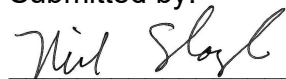
The City, through the Information Systems Department, has been awarded \$12,817 in Fiscal Year 2021 SHSP ECLSP grant funds. These funds must be used between September 1, 2021, and August 31, 2023. This Council Bill will authorize the acceptance of these funds and will authorize the City Manager, or his designee, to execute the required subaward agreement with the Missouri Department of Public Safety Office of Homeland Security accepting the conditions of this grant. This Bill will also amend the budget of the City's Information Systems Department for Fiscal Year 2021-2022 to appropriate these funds.

The Information System Department plans to use the grant funds to purchase a SolarWinds NetFlow Traffic Analyzer module. This purchase will augment the current SolarWinds software by implementing use of an additional detection tool as part of ongoing efforts to defend the City's network from cybersecurity attacks.

This Ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance under City Charter Section 2.16(25).

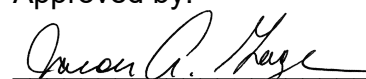
REMARKS: The Department of Information Systems recommends approval of this Council bill and budget adjustment appropriating the grant funds.

Submitted by:



Neil Slagle,
Director of Information Systems

Approved by:



Jason Gage,
City Manager

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

October 22, 2021

Mr. Collin Quigley, Deputy City Manager
City of Springfield
840 Boonville Ave.
Springfield, MO 65802

RE: FY 2021 State Homeland Security Program (SHSP) Enhancing Cybersecurity Local Preparedness (ECSLP)
Award #EMW-2021-SS-00038-34

Dear Mr. Quigley:

Thank you for your recent application submission to the FY 2021 State Homeland Security Program (SHSP) Enhancing Cybersecurity Local Preparedness (ECSLP). Your application has been selected for funding in the amount of \$12,817.00.

Enclosed is the FY 2021 SHSP ECSLP Subaward Agreement for City of Springfield. The Missouri Office of Homeland Security asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please mail the original documents to our office at the address listed above no later than November 22, 2021.

The project period of performance for this award begins September 1, 2021 and ends August 31, 2023.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.331. City of Springfield received a total score of seventeen (17), which classifies the agency as a medium risk subrecipient of noncompliance with the FY 2021 SHSP ECSLP.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Chelsey Call, Grants Supervisor at (573) 526-9203 or Chelsey.call@dps.mo.gov.

Sincerely,

A handwritten signature in black ink, reading "Joni McCarter".

Joni McCarter, Grants Program Manager
Missouri Department of Public Safety
Office of Homeland Security

Attachment(s): Subaward Agreement
Articles of Agreement/Special Conditions

Highway Patrol • National Guard • State Emergency Management Agency • Fire Safety
Office of Homeland Security • Alcohol & Tobacco Control • Capitol Police • Gaming Commission • Veterans Commission



Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME City of Springfield		DATE 10/22/2021	
ADDRESS 840 Boonville Ave.		FEDERAL IDENTIFICATION NUMBER EMW-2021-SS-00038	OHS CONTROL NUMBER 34
CITY Springfield		DUNS NUMBER 006852255	
STATE MO		ZIP CODE 65802	
TOTAL AMOUNT OF THE FEDERAL AWARD \$12,817.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$12,817.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$12,817.00		TOTAL APPROVED COST SHARING OR MATCHING \$0	
PROJECT PERIOD FROM 09/01/2021	PROJECT PERIOD TO 08/31/2023	FEDERAL AWARD DATE 09/01/2021	
PROJECT TITLE FY 2021 SHSP ECSLP – City of Springfield		FUNDED BY FY 2021 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒ AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Chelsey Call		NAME Neil Slagle	
E-MAIL ADDRESS Chelsey.Call@dps.mo.gov		ADDRESS (If different from above) 220 E. Central	
TELEPHONE (573) 526-9203		CITY, STATE AND ZIP CODE Springfield, MO 65802	
PROGRAM MANAGER Joni McCarter		TELEPHONE (417) 864-1122	E-MAIL ADDRESS Neil.slagle@springfieldmo.gov
SUMMARY DESCRIPTION OF PROJECT The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. SHSP Enhancing Cybersecurity Local Preparedness (ECSLP) assists state and local efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to, acts of terrorism in cybersecurity through projects that strengthen local cybersecurity preparedness by focusing on cybersecurity measures to help manage local risk and enhance Missouri's cybersecurity posture.			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Collin Quigley, Deputy City Manager	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT City of Springfield
AWARD NUMBER EMW-2021-SS-00038-34	DATE 10/22/2021
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

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Article XLI	Environmental Planning and Historic Preservation (EHP) Review
Article XLII	Office of Homeland Specific Acknowledgements and Assurances
Article XLIII	Office of Homeland Security Special Conditions

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT City of Springfield
AWARD NUMBER EMW-2021-SS-00038-34	DATE 10/22/2021
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article I – Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article III – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article VI – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article VII – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT City of Springfield
AWARD NUMBER EMW-2021-SS-00038-34	DATE 10/22/2021
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article VIII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article X – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

Article XI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U. S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT City of Springfield
AWARD NUMBER EMW-2021-SS-00038-34	DATE 10/22/2021
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article XV – Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XVIII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIX - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XX – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2021 State Homeland Security Grant Program	SUBRECIPIENT City of Springfield
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DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII – Patents and Intellectual Property Rights

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXIII – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVI – National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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Article XXVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

Article XXIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974* (codified as amended at 15 U.S.C. § 2225).

Article XXX - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXI – Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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Article XXXV – Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

Article XXXVIII - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXIX – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the subrecipient or its sub-subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.

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Article XL – DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS/OHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrators Agencies, thirty (30) days from receipt of the *DHS Civil Rights Evaluation Tool* from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Subrecipients should request extension by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XLI – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funding activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

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<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Project Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project, otherwise DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLII – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

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- b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
 8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
 9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
 10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
 11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
 12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
 13. To submit Grant Status Reports to OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to OHS within 45 days after the end of the project period.
 14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
 15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

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16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2021. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 31, 2021.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.

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Article XLIII - Special Conditions

1. Funding for this program is on hold by DHS/FEMA. The subrecipient agency will be contacted by the OHS when this funding hold has been released and project activities can begin.
2. The subrecipient agency must attend and complete the FY 2021 State Homeland Security Program (SHSP) Enhancing Cybersecurity Local Preparedness (ECSLP) Compliance Workshop. No claims will be reimbursed by the OHS until a member of the subrecipient has completed the Compliance Workshop.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
030

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22680	13	17010	416010	000000	00000	\$ 12,817	Federal Grant Revenue
Net Revenue Adjustment						\$ 12,817	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22680	13	17010	501230	000000	00000	\$ 12,817	Software
Net Expenditure Adjustment						\$ 12,817	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating grant revenue from the Missouri Department of Public Safety, State Homeland Security Program for Enhancing Cybersecurity Local Preparedness.

Requested By:

Niel Slay 11/10/21
Department Head Date

Approved By:

DD Hill 11/10/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-296
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 11-09-21

Sponsored by: Schilling

COUNCIL BILL 2021-297 RESOLUTION

RESOLUTION

1 GRANTING a new liquor license to sell liquor by the drink at retail, including Sunday
2 sales, to Juan Carlos Lopez-Ruvalcaba, Sr. and Elena Lopez, d/b/a Purple
3 Burrito #1, for their location at 1700 South Campbell Avenue, Suites A and
4 B, Springfield, Missouri.
5 _____
6

7 WHEREAS, Juan Carlos Lopez-Ruvalcaba, Sr. and Elena Lopez, d/b/a Purple
8 Burrito #1, have filed an application for a license to sell liquor by the drink at retail,
9 including Sunday sales, at their location at 1700 South Campbell Avenue, Suites A and
10 B; and
11

12 WHEREAS, said location is within 200 feet of Emmaus Church located at 1700
13 S. Campbell Avenue, Suites L through N; and
14

15 WHEREAS, pursuant to Sections 10-37(a) of the Springfield City Code, no
16 license shall be granted for the sale of intoxicating liquor within 200 feet of any school,
17 church, park, or building regularly used as a place of worship unless the applicant shall
18 first obtain the consent of City Council.
19

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

23 Section 1 – City Council consents to granting Juan Carlos Lopez-Ruvalcaba, Sr.
24 and Elena Lopez, d/b/a Purple Burrito #1, a license to sell liquor by the drink at retail,
25 including Sunday sales, at their location at 1700 South Campbell Avenue, Suites A and
26 B, Springfield, Missouri.
27

28 Section 2 – This Resolution shall be in effect immediately upon adoption.
29

30 Passed at meeting: _____
31

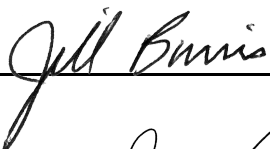
32 _____
33 Mayor
34

35 Attest: _____, City Clerk

36 Filed as Resolution: _____

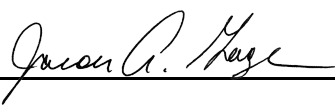
37

38

39 Approved as to form: , Assistant City Attorney

40

41

42 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021 -297

FILED: 11-09-21

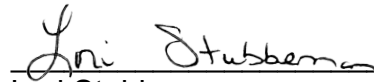
ORIGINATING DEPARTMENT: Finance

PURPOSE: Granting a new liquor license to sell retail liquor by the drink, to Juan Carlos Lopez-Ruvalcaba, Sr. and Elena Lopez, d/b/a Purple Burrito #1, for the location at 1700 S. Campbell Avenue Suites A and B, Springfield, Missouri.

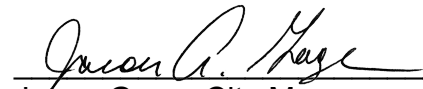
BACKGROUND INFORMATION: Applicant, Juan Carlos Lopez-Ruvalcaba, Sr. and Elena Lopez, d/b/a Purple Burrito #1, applied for a license to sell retail liquor by the drink at its location at 1700 S. Campbell Avenue, Suites A and B. The applicant's business is located within 200 feet of Emmaus Church located at 1700 S. Campbell Avenue, Suites L-N.

Pursuant to Section 10-37(a) of the Springfield City Code, no license shall be granted for the sale of intoxicating liquor within 200 feet of any church, school, park, or building regularly used as a place of worship unless the applicant shall first obtain the consent in writing of City Council. As a result, City Council must determine whether it will issue a license to this business location. Pursuant to Section 10-3.A.(b)(3), minors will be allowed on the premises when alcohol is being consumed, because Applicant is a restaurant that has more than 40 percent of its sales from food prepared on the premises.

Submitted by:


Lori Stubbeman,
Business License Supervisor

Approved by:


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 15 _____
Filed: 10-26-21 _____

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-282

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Cottle's Range Subdivision, generally located
4 at 3280 and 3284 North Mulroy Road, upon the applicant filing and
5 recording a final plat that substantially conforms to the preliminary
6 plat; and authorizing the City Clerk to sign the final plat upon
7 compliance with all the terms of this Ordinance. (Staff recommends
8 that City Council accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Cottle's Range Subdivision dated
12 August 26, 2021, is on file with the City's Department of Planning and Development;
13 and
14

15 WHEREAS, on October 7, 2021, the Planning and Zoning Commission of the
16 City of Springfield, Missouri, conditionally approved the Preliminary Plat of Cottle's
17 Range Subdivision, which is generally located at 3280 and 3284 North Mulroy Road.
18

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

22 Section 1 – City Council hereby authorizes the Director of Planning and
23 Development, on behalf of the City of Springfield, to accept the land, easements, and
24 improvements dedicated to the City, as shown on the Preliminary Plat of Cottle's Range
25 Subdivision, which is generally located at 3280 and 3284 North Mulroy Road, as
26 approved by the Planning and Zoning Commission. The original plat of Cottle's Range
27 Subdivision is on file in the Department of Planning and Development ("Approved
28 Preliminary Plat"), a reduced version of which is attached hereto for general reference
29 as "Exhibit B - Attachment 3." All of "Exhibit B," including attachments, is incorporated
30 herein by this reference.
31

32 Section 2 – The Director of Planning and Development shall be authorized to
33 accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B".

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 282

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Cottle's Range Subdivision, generally located at 3280 and 3284 North Mulroy Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Cottle's Range Subdivision dated August 26, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 3.
- B. The Planning and Zoning Commission held a public hearing on October 7, 2021, and approved the Preliminary Plat by a vote of 7 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,

per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

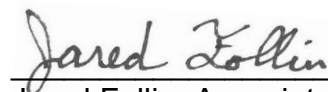
Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as Low-Density Housing & Medium Intensity Retail, Office, or Housing. The subdivision divides the property in a way that will facilitate commercial development, which is consistent with Plan. The Major Thoroughfare Plan classifies North Mulroy Road as a Primary Arterial and Interstate 44 as a Freeway which supports the proposed land use.

REMARKS: Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Brendan K. Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – COTTLE’S RANGE SUBDIVISION
Planning and Zoning Commission – October 7, 2021

Preliminary Plat of Cottles Range Subdivision
3280 & 3284 North Mulroy Road

Applicant: St. John’s Regional Health Center

Mr. Hosmer stated that this is a request to approve a preliminary plat for a three-lot commercial subdivision located at 3280 N. Mulroy Road. The applicant is proposing to subdivide 32.5 acres into a three-lot commercial subdivision. The property is currently zoned Co PAD but Rezoning to HC. Transportation Plan classifies Mulroy Road as a Primary Arterial. A Traffic Study will be required at time of development. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. On-site stormwater detention will be required. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. John Chamberlin, Kansas City noted that the developer has not objections to staff comments.

Mr. Colony asked about drainage and sewage structures on lot 1.

Mr. Chamberlin noted that lot 1 will be developed into a Buc-ee’s.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Preliminary Plat of Cottles Range Subdivision (3280 & 3284 North Mulroy Road). Mr. Colony seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Jobe, Bruce, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin and Lebeck.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

OCTOBER 7, 2021

NOVEMBER 1, 2021

CASE: Preliminary Plat of Cottle's Range Subdivision

ACRES: 32.514

LOCATION: 3280 North Mulroy Road

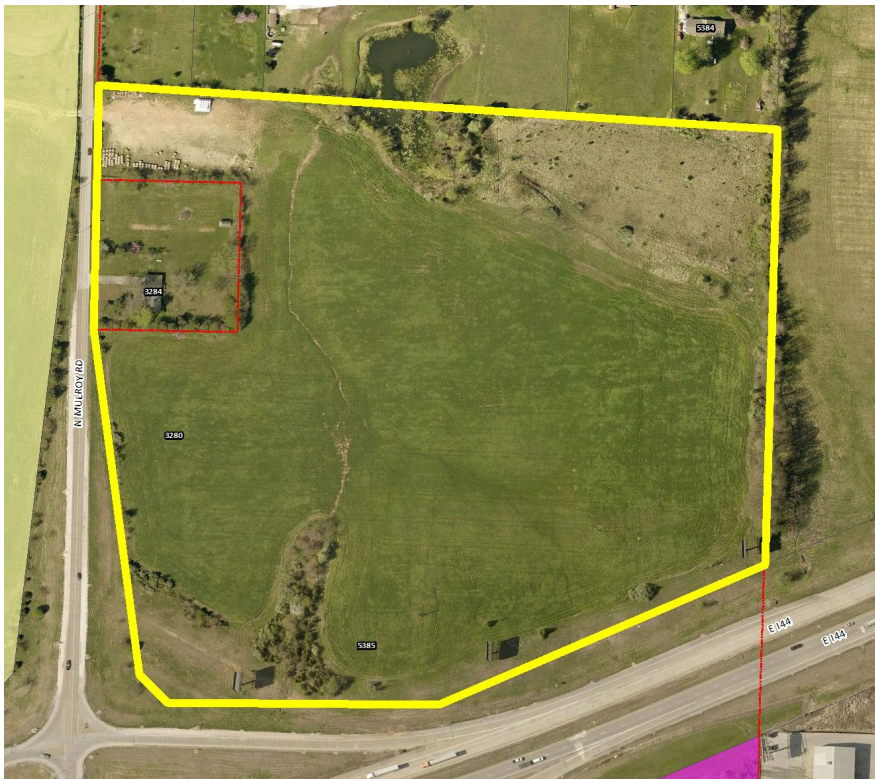
EXISTING LAND USE: Undeveloped / Single-Family Residential

APPLICANT: Childress Family LP & Vivian L. McKinzie

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

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



SUMMARY OF REQUEST:

1. The applicant is proposing a preliminary plat for a three-lot subdivision named "Cottle's Range Subdivision" to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-1 & County R-1	CS	County R-1	R-SF
LAND USE	Single-Family Residential	Automobile Service Garage	Undeveloped	Undeveloped

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

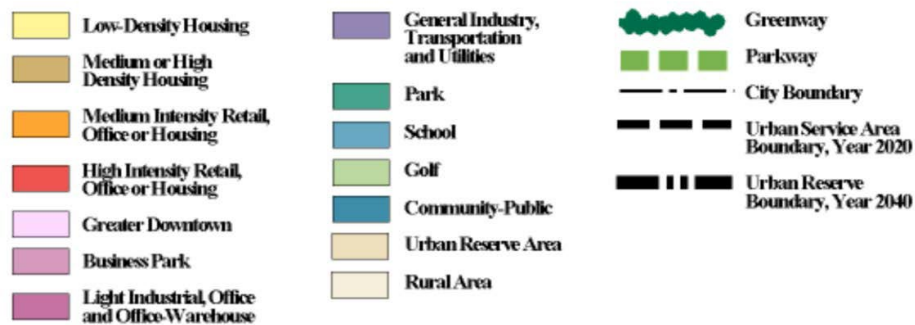


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

Much of the subject property was annexed into the City in 2021. The remaining property is currently in the process of being annexed. The entire property is also in the process of being rezoned to Highway Commercial.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL
Minimum Lot Size	None
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front Yard Setback	25 feet along collector or higher classified streets. 15 feet along local streets.
Side and Rear Setbacks	None, except as required by Section 36-453, supplemental open space and yard regulations.
Street Classification	North Mulroy Road – Primary Arterial Interstate 44 - Freeway
Sidewalks (Per Sec.36-471)	There is not existing sidewalk along the property frontage of N. Mulroy Road. The developer is required to construct sidewalk or apply to the ARC for approval to pay a fee in lieu of, which is currently \$19 per linear foot. If approved, this fee must be paid prior to approval of a building permit.
Open Space Requirement	No less than 20 percent of the gross site area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Low-Density Housing & Medium Intensity Retail, Office or Housing. The subdivision divides the property in a way that will facilitate commercial development, which is consistent with Plan. The Major Thoroughfare Plan classifies North Mulroy Road as a Primary Arterial and Interstate 44 as a Freeway which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 32.5 acres into a three-lot subdivision named "Cottle's Range" to facilitate development of the site.
2. An internal street is proposed to be built off North Mulroy Road to give access to the proposed lots and to potentially facilitate a future extension to the east. A temporary turnaround will be built at the end of the proposed street.
3. All proposed lots meet the requirements of the City's Subdivision Regulations.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. The Preliminary Plat drawing can be found in Attachment 3

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

No issues with Prelim Plat generally. Offsite 3 Phase Electric, Gas & Water extensions will be needed to provide services. CU will begin design when we receive construction plans, cad file or meet to discuss the utility extensions. Contact Josh @ 417-831-8816 to coordinate. Corrections requested for final plat; The 30 ft water easement along the East property line should be labeled as a utility easement. A 10 ft utility easement will be needed along both sides of the ROW area of Buc-ee's Blvd, and along all property lines/other ROW frontages.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:

1. There is a \$0.048 per sq. ft. trunkline connection fee required to connect. This connection fee was established with Council Bill 2001-229 as part of the Mulroy Rd. Trunk Sewer. This is based on the area of the property connecting. This fee is typically collected as part of the engineering and inspection fees for the public improvements but does not include the sewer impact permit fee collected as part of the building plans. 2. Horizontal Alignment of proposed sewer to serve lot 1 is acceptable. Additional review of sewer extension will be done when public improvement plans are submitted. Public improvement plans for sanitary sewer to be designed and constructed to city specs. Submit public improvement plans for review via ProjectDox. Engineering and inspection fees of 5.34% of the approved contract amount plus the trunkline connection fee must be paid prior to filing the plans. 3. The public improvements must be approved and constructed or escrowed before any building permits can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements. No objection to escrow of the public sewer extension.

FIRE DEPARTMENT COMMENTS:

Installation of fire hydrants & fire access lanes shall comply with 2018 IFC when developed.

PUBLIC WORKS TRAFFIC COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Mulroy Road as a Primary Arterial roadway. The property also fronts I-44. The standard right-of-way width for N. Mulroy Road 50-feet from the centerline. It appears additional right-of-way is needed along N. Mulroy Road, which will be part of the plat that is moving forward for this property. A survey is recommended to determine the exact amount of existing right-of-way. N. Mulroy Road is a city-maintained street.

DRIVEWAY ACCESS

There is currently two driveway access points onto the property from N. Mulroy Road. Access to Lot 1 will be taken from Bucc-ee's Blvd. No access is allowed from Lot 2 to Mulroy Road.

SIDEWALK

There is not existing sidewalk along the property frontage of N. Mulroy Road. The developer is required to construct sidewalk or apply to the ARC for approval to pay a fee in lieu of, which is currently \$19 per linear foot. If approved, this fee must be paid prior to approval of a building permit.

IMPROVEMENTS

A Traffic Impact Study has been preliminarily approved by the City. The Traffic Impact Study is currently under review by MoDOT and the FHWA since there are proposed improvements at the I-44/Mulroy Road Interchange. All improvements required by the Traffic Impact Study will be completed on Public Improvement Plans approved by the City and MoDOT. All public improvements shown on the plat must be constructed and approved or funds escrowed prior to approval of the final plat.

TRAFFIC - TABLE 1: PLATTING DETAILS

Development Review Staff Report



	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	N. Mulroy Road	Primary Arterial	No	Varies	50

PUBLIC WORKS STORMWATER COMMENTS:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual. 1. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. Two stormwater management ponds are shown. 2. Per Chapter 12 Sec. 3.1, detention basins serving a subdivision (more than one lot) shall be in a Common Area. Revise lot layout to incorporate Common Area. 3. Water quality is required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. 4. This site primarily drains to the north. Per Chapter 2 Sec. 4.1.4, discharge from a property shall be to public R/W, a recorded drainage easement, or a certified natural watercourse. If none of these options are available then the development must be modified so that the amount, location, or character of discharge is not changed. 5. Public improvement plans shall be submitted for stormwater infrastructure in right of way, Common Areas, and drainage easements. Public improvements must be constructed, inspected, and accepted or escrowed prior to issuance of building permits. 6. There is a concentrated stormwater discharge onto the site at the south end of the property from a 30-inch diameter pipe. This runoff will need to be conveyed through the property in a drainage easement. Show and label drainage easement on plat. Minimum easement widths are shown in Table 1 in Chapter 12. Public improvement plans are required for these improvements. 7. Show and label drainage easements on Lot 1 encompassing existing pond and for concentrated discharge from pipe outfalls in Lot 1 to pond based on flooding extents from a storm with a one percent annual chance of being exceeded. 8. Provide the following note on the plat: "The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities." 9. Provide the following note on the plat: "All common areas shall be considered drainage easements. All Common Areas are to be maintained by the property owners association. All drainage easements are to be maintained by the property owner."

The property is in the South Dry Sac drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention will not be allowed and detention is required. The property is not in a stream buffer area.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection 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 City's *Flood Control and Water Quality Protection 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 City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

Development Review Staff Report



CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

PRELIMINARY PLAT OF
COTTLE'S RANGE SUBDIVISION
A TRACT OF LAND IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

COTTLE'S RANGE SUBDIVISION
SURVEYORS RECOMMENDED DESCRIPTION

BEING PART OF THE EAST ONE HALF OF LOT THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S 1° 36' 44" W, ALONG THE EAST LINE THE WEST ONE HALF, A DISTANCE OF 415.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 1° 36' 44" W, ALONG SAID EAST LINE, A DISTANCE OF 859.66 FEET (MEASURED), 858.60 FEET (DEED) TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY NO. 44 AS NOW ESTABLISHED; THENCE S 67° 02' 40" W, ALONG SAID NORTHERLY RIGHT-OF-WAY, 285.21 FEET; THENCE S 69° 04' 09" W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, 396.63 FEET; THENCE S 89° 21' 17" W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 538.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH MULROY ROAD AS ESTABLISHED BY A WARRANTY DEED GRANTED TO THE MISSOURI HIGHWAY COMMISSION FOR ROUTE 744 RIGHT-OF-WAY AS SET OUT IN BOOK 2068, AT PAGE 27, RECORDER'S OFFICE, GREENE COUNTY, MISSOURI; THENCE ALONG SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY FOR THE NEXT FIVE COURSES; N 47° 15' 47" W, 77.31 FEET; THENCE N 7° 15' 20" W, 405.43 FEET; THENCE N 7° 17' 49" W, 273.16 FEET; THENCE N 88° 34' 46" W, 10.33 FEET; THENCE N 1° 29' 38" E, 470.31 FEET (MEASURED) 470.95 FEET (DEED) TO A POINT BEING 417.4 FEET SOUTH AND 1339.71 FEET WEST OF THE NORTHEAST OF SAID SECTION 3; THENCE S 86° 34' 12" E, ALONG A LINE 417.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 330.19 FEET; THENCE N 1° 29' 38" E, A DISTANCE OF 2.40 FEET, TO A POINT 415 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE S 86° 34' 12" E, ALONG A LINE 415 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 1008.49 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,416,318± SQ. FT. OR 32.514± ACRES.

THIS DESCRIPTION BEING PREPARED BY STAN LLOYD, MO. PLS-2001024811

BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, MISSOURI WEST ZONE NAD 83.

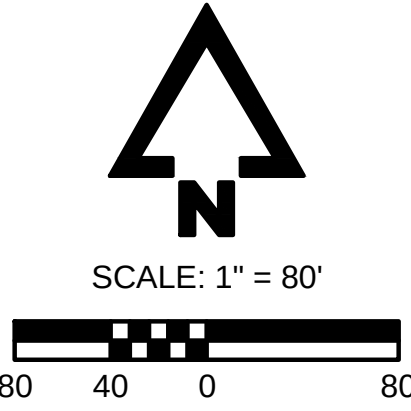
NOTES:

The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.

All Common Areas shall be considered drainage easements. All Common Areas are to be maintained by the property owners association. All Drainage Easements are to be maintained by the property owner.

No Access is allowed from Lot 2 to Mulroy Road when Buc-ee's Boulevard is constructed.

LEGEND
WATER = ——— W ———
SEWER = ——— SS ———
SECTION LINE = ——— ———
ELECTRIC = ——— E ———
STORM = ——— ST ———



LEGEND
● = MONUMENT AS NOTED

SURVEY NOTES:

The bearings shown hereon are based on the Missouri State Plane Coordinate System Central Zone NAD 83

FLOOD NOTE:

This property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map, prepared by the Federal Emergency Agency's National Flood Insurance Program for City of Springfield, Greene County, Missouri, Map Number 29077C0243E and dated December 17, 2010.

AREAS

LOT 1	871,472± SQ. FT.	20.006± ACRES
LOT 2	115,192± SQ. FT.	2.644± ACRES
LOT 3	165,295± SQ. FT.	3.795± ACRES
ROW	107,484± SQ. FT.	2.468± ACRES
TRACT "A"	156,875± SQ. FT.	3.601 ± ACRES
TOTAL	1,416,318± SQ. FT.	32.514± ACRES

Bluegrass Road	
LOT 7	LOT 7
LOT 6	LOT 6
LOT 5	LOT 5
LOT 4	LOT 4
LOT 3	LOT 3
LOT 2	LOT 2
LOT 1	LOT 1
SW1/4	SE1/4
E Farm RD 116	



VICINITY MAP
FRAC. SEC. 1-29-21

McCLURE ENGINEERING COMPANY
"making lives better"
11031 STRANG LINE RD
LENEXA, KANSAS 66215
(913) 888-7800 WWW.McCLUREVISION.COM

One-rdg. _____
P. Hrngs. _____
Pgs. 16 _____
Filed: 10-26-21 _____

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-283

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Mercy Villa, generally located at 1100 East
4 Montclair Street, upon the applicant filing and recording a final plat
5 that substantially conforms to the preliminary plat; and authorizing the
6 City Clerk to sign the final plat upon compliance with all the terms of
7 this Ordinance. (Staff recommends that City Council accept the public
8 streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Mercy Villa dated September 17,
12 2021, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on October 7, 2021, the Planning and Zoning Commission of the
15 City of Springfield, Missouri, conditionally approved the Preliminary Plat of Mercy Villa,
16 which is generally located at 1100 East Montclair Street.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Mercy Villa,
24 which is generally located at 1100 East Montclair Street, as approved by the Planning
25 and Zoning Commission. The original plat of Mercy Villa is on file in the Department of
26 Planning and Development (“Approved Preliminary Plat”), a reduced version of which is
27 attached hereto for general reference as “Exhibit B - Attachment 4.” All of “Exhibit B,”
28 including attachments, is incorporated herein by this reference.
29

30 Section 2 – The Director of Planning and Development shall be authorized to
31 accept the land, easements, and improvements dedicated to the City, as shown on said
32 plat, upon the applicant filing and recording a final plat in accordance with this
33 Ordinance and the Subdivision Regulations of the City, which final plat shall

substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B".

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 283

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Mercy Villa, generally located at 1100 East Montclair Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Mercy Villa dated September 17, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 4.
- B. The Planning and Zoning Commission held a public hearing on October 7, 2021, and approved the Preliminary Plat by a vote of 7 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,

per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

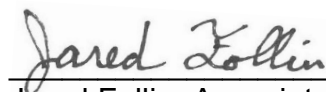
Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as High-Intensity Retail, Office, or Housing. The subdivision divides the property in a way that will facilitate appropriate development for this property. The Major Thoroughfare Plan classifies South Maryland Avenue as a Collector, East Montclair Street as a Collector, and South National Avenue as a Primary Arterial which supports the proposed land use.

REMARKS: Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Brendan K. Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Landscaping Plan (Lot 3)

Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – MERCY VILLA
Planning and Zoning Commission – October 7, 2021

Preliminary Plat of Mercy Villa Subdivision
1100 East Montclair Street

Applicant: St. John's Regional Health Center

Mr. Hosmer stated that this is a request to approve a preliminary plat for a three-lot residential subdivision located at 100 East Montclair Street. The applicant is proposing to subdivide 14.7 acres into a three-lot residential subdivision and the property is zoned R-MD. Transportation Plan classifies Maryland Ave and Montclair Street as Collectors, and National Avenue as a Primary Arterial. A Traffic Study is not required, National Ave is will require 50 ft. of ROW (5 feet is needed). The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. On-site stormwater detention will be required. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Will Hoey, Springfield and here to answer any questions.

Mr. Knuckles asked about the access to lots 2 & 3 for public ROW.

Mr. Hoey noted that no changes for lot 3(access remains) and for lot 2, there has not been any discussion and they may sell off the property.

Mr. Hosmer stated that they have to meet standards for access.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Preliminary Plat of Mercy Villa Subdivision (1100 East Montclair Street). Ms. Bruce seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Jobe, Bruce, and Broekhoven. Nays: None. Abstain: None. Absent: Coltrin and Lebeck.



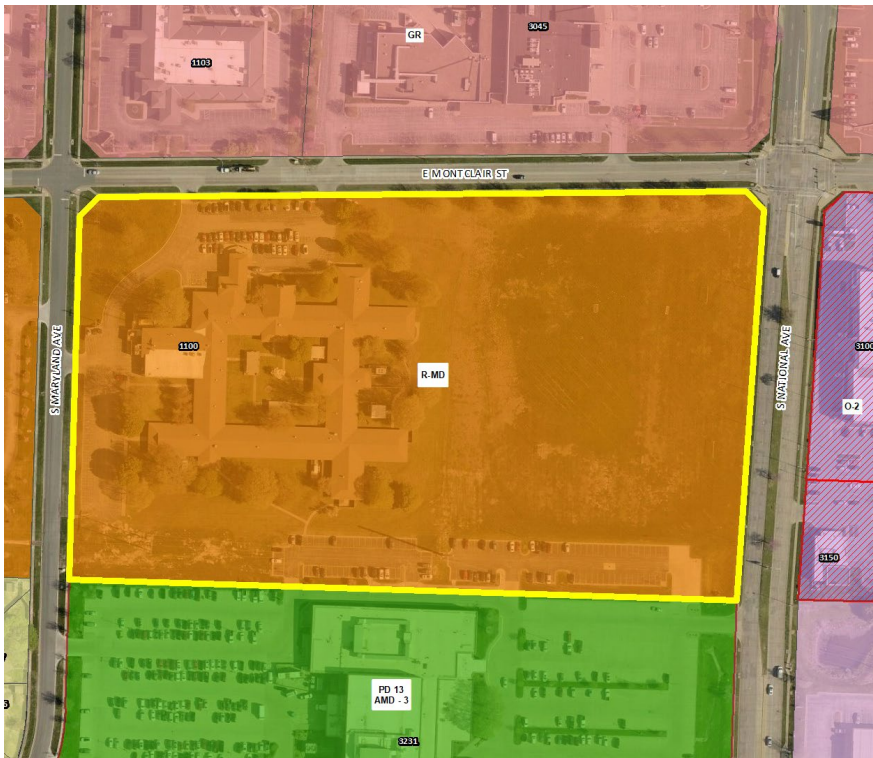
Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

OCTOBER 7, 2021

NOVEMBER 1, 2021

CASE: Preliminary Plat of Mercy Villa**ACRES:** 14.789**LOCATION:** 1100 East Montclair Street**EXISTING LAND USE:** Assisted Living Facility**APPLICANT:** St. John's Regional Health Center**STAFF:** Jared Follin, Associate Planner
417-864-1612**STAFF RECOMMENDATIONS:**
Approve w/Conditions**PROPOSED MOTION:** Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).**SUMMARY OF REQUEST:**

- The applicant is proposing a preliminary plat for a three-lot residential subdivision named "Mercy Villa" to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

- The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	PD 13, Am. 3	O-2	R-MD
LAND USE	Medical Office	Medical Office	Office	Assisted Living Facility

CITY OF
Springfield

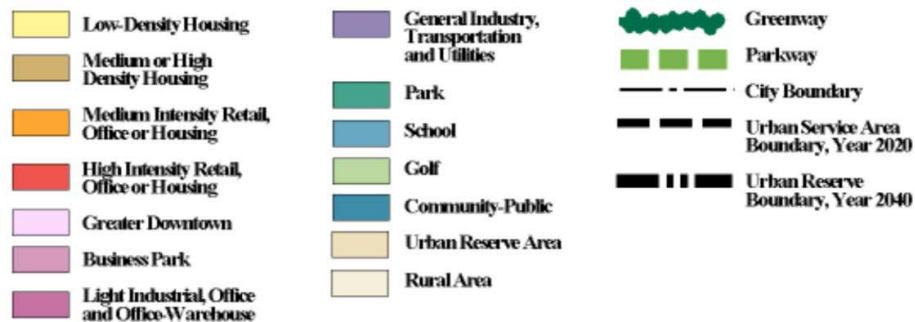
[illegible]

A Google Street View image showing a wide, open grassy field. In the foreground, there's a paved road and a sidewalk. To the left, a street sign indicates a speed limit of 40. A tall street lamp stands near the sign. The field is mostly empty, with a few small white markers or goals visible in the distance. A line of trees borders the field on the right side. In the background, there are several buildings, including a large brick building. The sky is blue with some light clouds. The Google Maps interface is visible at the top and bottom of the image.

Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was first subdivided in 1941 under Greene County's jurisdiction. Later, the property was annexed into the City in 1966.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR MEDIUM-DENSITY MULTIFAMILY RESIDENTIAL
Minimum Lot Size	8,250 square feet
Maximum Structure Height	When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. When the side yards are 15 feet or greater: 45 feet or three stories above the finished grade.
Front Yard Setback	25 feet along collector or higher classified streets. 15 feet along local streets.
Side and Rear Setbacks	Side yard - 6 feet, or as required by section 36-453, supplemental open space and yard regulations. Rear yard – Ten percent of lot depth
Street Classification	S. Maryland Avenue – Collector E. Montclair Street – Collector S. National Avenue – Primary Arterial
Sidewalks (Per Sec.36-471)	There is existing sidewalk along the property frontage of S. National Avenue, E. Montclair Street and S. Maryland Avenue. The existing infrastructure meets current City Standards.
Open Space Requirement	No less than 20 percent of the total lot area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as High-Intensity Retail, Office or Housing. The subdivision divides the property in a way that will facilitate appropriate development for this property. The Major Thoroughfare Plan classifies South Maryland Avenue as a Collector, East Montclair Street as a Collector, and South National Avenue as a Primary Arterial which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing a preliminary plat for a three-lot residential subdivision named "Mercy Villa" to facilitate development on the property.
2. It is the intent to combine Lot 3 with the property to the south (3231 South National Avenue) of the subdivided area. The existing parking lot was permitted under the current zoning following the approval of Special Exception 1259. The landscaping requirements required by the Special Exception are currently insufficient and will need to be brought into compliance before the approval of the final plat. A landscaping plan has been approved by staff as part of the subdivision review and is provided in Attachment 3.
3. All proposed lots meet the requirements of the City's Subdivision Regulations.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. A landscaping plan for the existing parking lot on Lot 3 is contained in Attachment 3. The Preliminary Plat drawing can be found in Attachment 4.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

No issues with prelim plat. All lots have access to Elec/Gas/Water. On final plat, please add a 10ft utility easement along Maryland and Montclair frontages, and connect with existing easement along National.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:

No objections to replat. Both tracts have access to public sewer.

PUBLIC WORKS TRAFFIC COMMENTS:

Per City Code Section 36-223, 36-243 & 36-453 and Section 8 of Public Works Design Standards, the developer shall dedicate ROW, in addition to appropriate site triangles measured from the intersections of the new ROW line based on the right of way required for the street classification. Required minimum ROW width from centerline of National Ave is 50 ft. It appears an additional 5 feet is needed. Please revise the plat to show 5' additional right of way. Required minimum ROW width from centerline of Montclair St and Maryland Ave is 30 ft. It appears this requirement is met. The minimum required sight triangle is 30 ft x 30 ft. It appears this requirement is met. A survey is recommended to determine the exact amount of existing right of way. Anything less than the required right of way is required as part of the plat. 2. Public Works Transportation Engineering has a future widening project under consideration on National Avenue which possibly includes a trail connection. Please contact Nick Edelman at 417-864-1932 to discuss any right of way needed.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. National Avenue as a Primary Arterial roadway, and E. Montclair Street and S. Maryland Avenue as Collector roadways. The standard right-of-way width for S. National Avenue is 50 feet from the centerline. The standard right-of-way width for E. Montclair Street and S. Maryland Avenue is 30 feet from the centerline. It appears additional right-of-way in the amount of 5 feet is needed along S. National Avenue. It appears no additional right-of-way is needed along E. Montclair Street or S. Maryland Avenue. A survey is recommended to determine the exact amount of existing right-of-way. S. National Avenue and E. Montclair Street are both city-maintained streets.

DRIVEWAY ACCESS

There is currently two driveway access points onto the property from E. Montclair Street, one on S. Maryland Avenue and none on S. National Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements set forth in the City of Springfield Public Works Design Standards and City Code Section 98.

SIDEWALK

There is existing sidewalk along the property frontage of S. National Avenue, E. Montclair Street and S. Maryland Avenue. The existing infrastructure meets current City Standards.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. National Avenue	Primary Arterial	No	45	50
Street 2	E. Montclair Street	Collector	Yes	30	30
Street 3	S. Maryland Avenue	Collector	No	30	30

Development Review Staff Report



PUBLIC WORKS STORMWATER COMMENTS:

1. Provide the following note on the plat: "The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities." 2. Provide the following note on the plat: "All common areas shall be considered drainage easements. All Common Areas are to be maintained by the property owners association. All drainage easements are to be maintained by the property owner." 3. The underground stormwater system through Lot 3 appears to extend into Lot 1. If runoff from Lot 1 discharges through this system then a drainage easement will need to encompass this storm drain.

STORMWATER TEMPLATE

The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection 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 City's *Flood Control and Water Quality Protection 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 City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

Development Review Staff Report



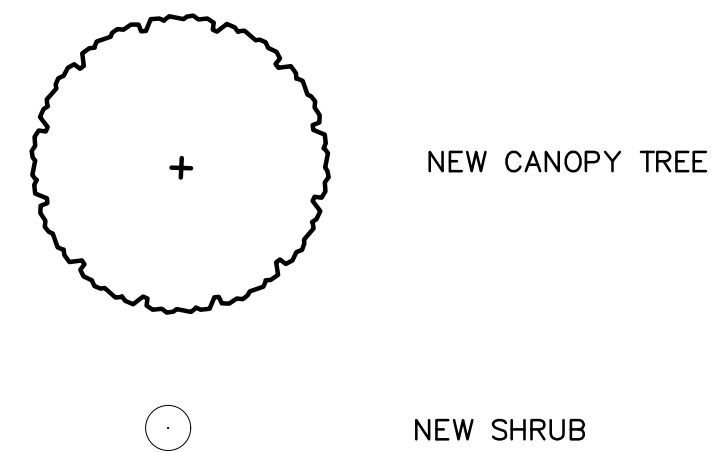
CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.



PLANT SCHEDULE					
QTY	ABBREV. SCIENTIFIC NAME		COMMON NAME	SIZE	NOTES
Canopy Tree					
6	QI	Quercus imbricaria	Shingle Oak	6" Caliper at 3' above ground	
1	TD	Taxodium distichum	Bald Cypress	6" Caliper at 3' above ground	
Shrubs					
165	HP	Hypericum prolificum	Shrubby St. Johnswort	5 Gallon	

ZONING:
 PROPERTY = R-MD (Residential Medium Density District) & Special Exception No. 1259
 NORTH = R-MD (Residential Medium Density District) & Special Exception No. 1259
 EAST = O-2 (Office)
 SOUTH = PD-13 (Medical Center)
 WEST = R-MD (Residential Medium Density District) & Special Exception No. 1259

SUBFERRYARD - PER SPECIAL EXCEPTION NO. 1259
REQUIRED:
NORTH = ROW OF 4' MAX. HT. SHRUBS ALONG NORTH EDGE OF PARKING LOT TO PROVIDE A
SCREEN, PLUS SEVEN (7) TREES (6" CALIPER AT 3' ABOVE GRADE) GROUPED ALONG THE
EASTERN END CLEAR OF THE S.P.A. EASEMENT.

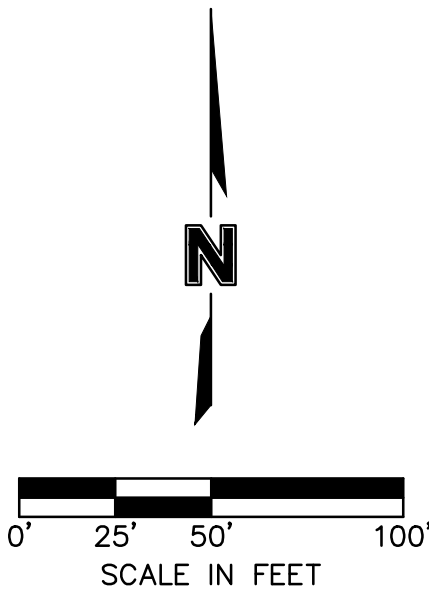
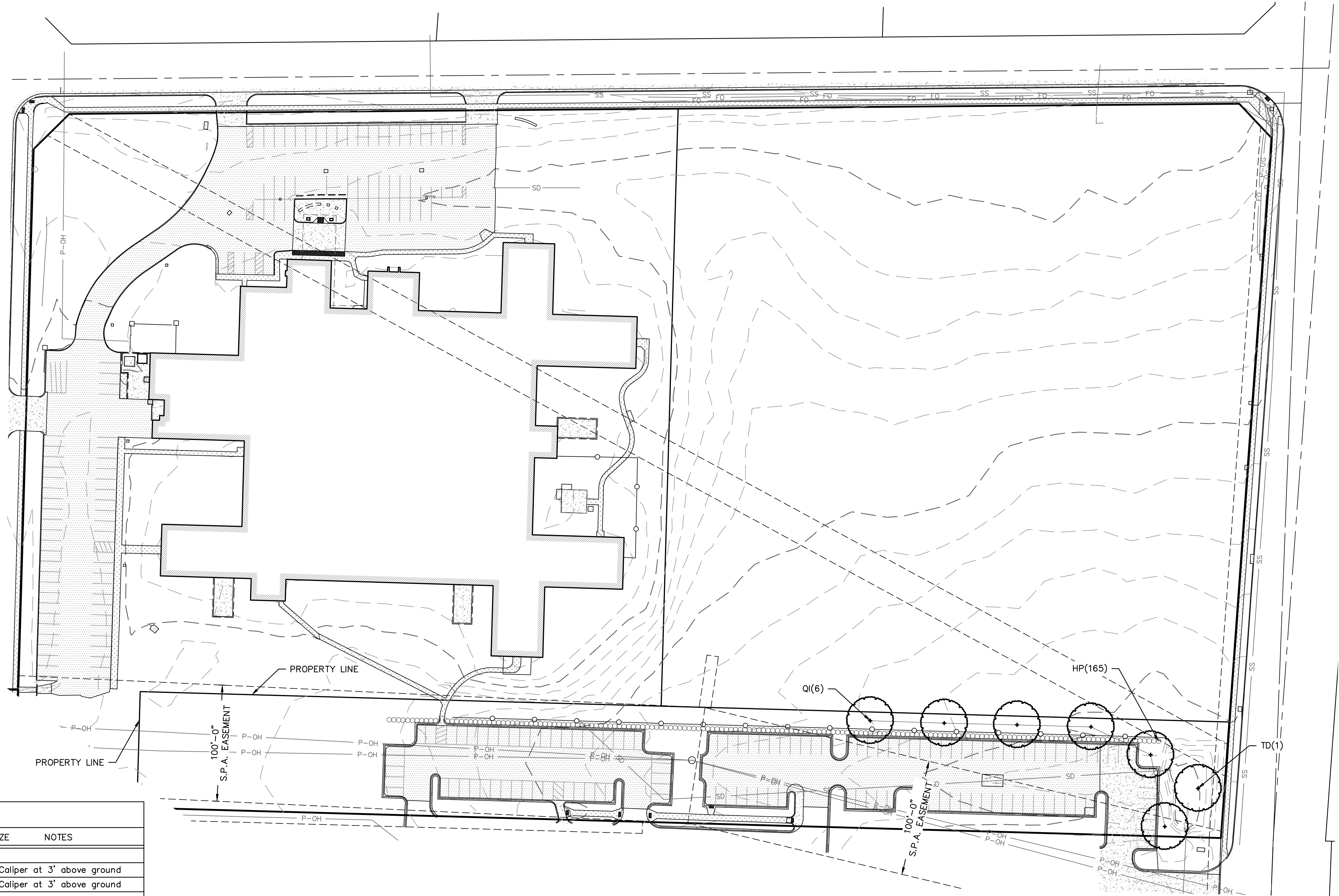
EAST = NONE REQUIRED

SOUTH = NONE REQUIRED

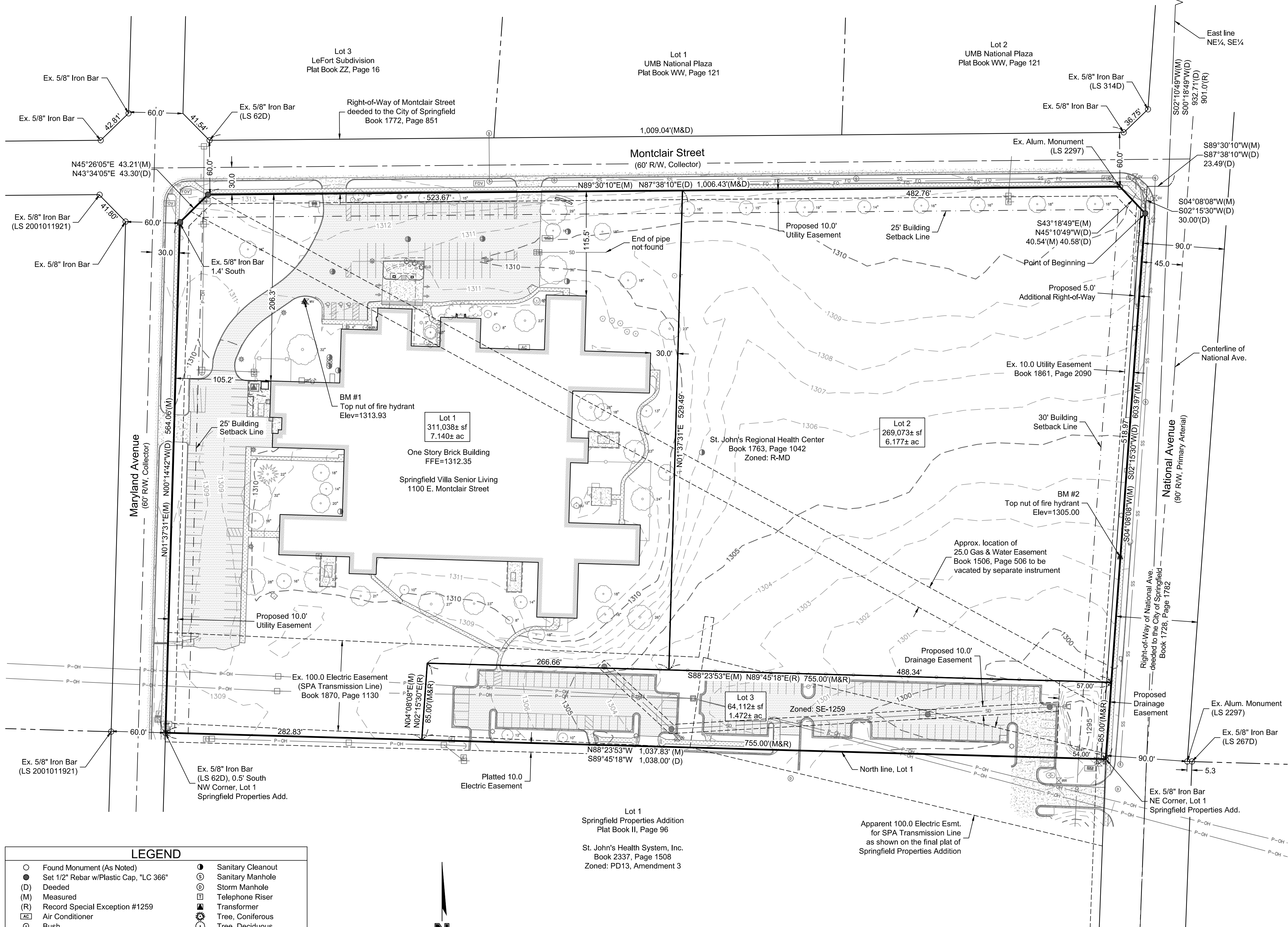
WEST = NONE REQUIRED

PROVIDED = NORTH, 165 NEW SHRUBS

1. COMBUSTIBLE LANDSCAPE MATERIALS SHALL NOT BE WITHIN 18 INCHES OF EXTERIOR FACE OF THE PROPOSED BUILDING.
2. COMBUSTIBLE LANDSCAPE MATERIALS SHALL NOT BE WITHIN AN 18 INCH RADIUS OF THE PROPOSED GAS METER.
3. RECEPTACLES FOR DISCARDED SMOKING MATERIALS SHALL BE NO CLOSER THAN 18 INCHES TO COMBUSTIBLE LANDSCAPE MATERIALS, AND SHALL BE EMPTIED REGULARLY.



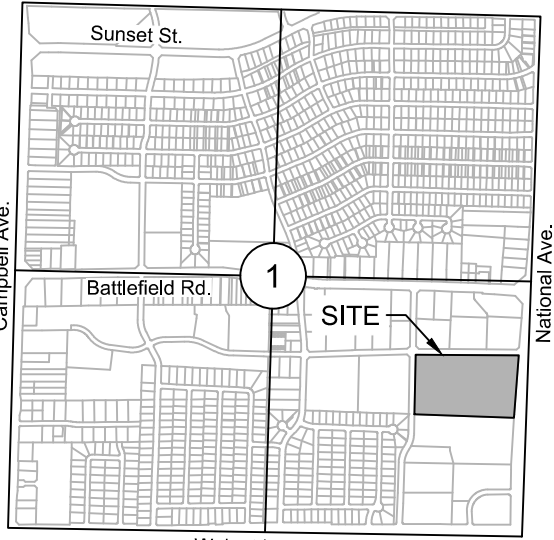
PRELIMINARY PLAT
MERCY VILLA
PART OF THE E½ OF THE SE¼ OF SECTION 1
TOWNSHIP 28 NORTH, RANGE 22 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



DEVELOPMENT NOTES

Total Area: 644,223± sf (14.789± acres)
Total Number of Lots: 3
Smallest Lot: Lot 3 - 64,112± sf (1.472± acres)
Largest Lot: Lot 1 - 311,038± sf (7.142± acres)
Preliminary Plat Submittal: _____, 2021
Current Zoning: R-MD (Residential Medium Density District)
& Special Exception No. 1259
Property Owner: St. John's Regional Health Center
Source of Title: Book 1763, Page 1042

Minimum Building Setbacks
Front: 25.0 feet (along Montclair St. & Maryland Ave.)
30.0 feet (along National Avenue)
Rear: 20.0 feet
Side: 6.0 feet



LOCATION MAP
Sec. 1, T-28-N, R-22-W
Scale: 1"=2000'

TITLE DESCRIPTION

Commencing at the Northeast corner of the Southeast ¼ of Section 1, Township 28 North, Range 22 West; thence South 00°18'49" West a distance of 932.71 feet; thence South 87°38'10" West a distance of 23.49 feet for a point of beginning, which is the Southwest corner of National Avenue and Montclair Street; thence South 02°15'30" West along the West line of National Avenue a distance of 634.20 feet; thence South 89°45'18" West a distance of 1038.00 feet to the East line of Maryland Avenue as proposed; thence North 00°14'42" West along the East line of said Maryland Avenue a distance of 684.21 feet; thence South 46°25'55" East a distance of 41.54 feet to the North line of said Montclair Street; thence North 87°38'10" East along the North line of said Montclair Street a distance of 1009.04 feet; thence North 44°49'11" East a distance of 44.18 feet to the West line of said National Avenue; thence South 02°15'30" West along the West line of said National Avenue a distance of 90.2 feet to the point of beginning, all in Springfield, Greene County, Missouri.

SURVEYOR'S RECOMMENDED DESCRIPTION

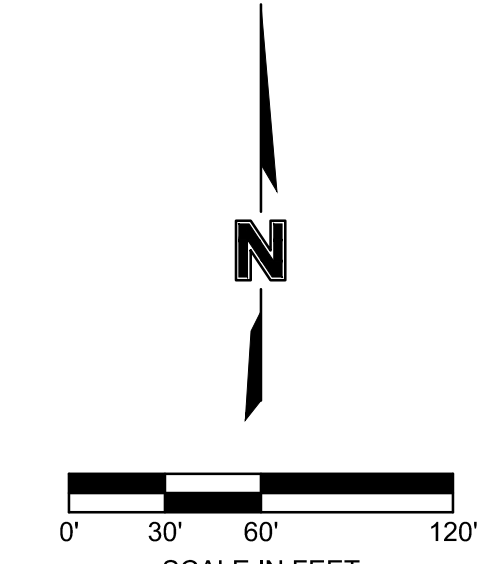
A part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 1, Township 28 North, Range 22 West, in the City of Springfield, Greene County, Missouri, being a part of the tract of land described in the Warranty Deed recorded in the Greene County Recorder's Office in Book 1763 at Page 1042, more particularly described as follows:
COMMENCING at the Northeast corner of said NE¼ of the SE¼; thence S02°10'49"W (S00°18'49"W Deed), along the East line of said NE¼ of the SE¼, a distance of 932.71 feet; thence S89°30'10"W (S87°38'10"W Deed), a distance of 23.49 feet; thence S04°08'08"W (S02°15'30"W Deed), a distance of 30.00 feet to an iron bar set on the West Right-of-Way line of National Avenue, as described in Book 1728 at Page 1782, for a POINT OF BEGINNING; thence continuing S04°08'08"W (S02°15'30"W Deed), along said West Right-of-Way line, a distance of 603.97 feet to an existing 5/8" iron bar marking the Northeast corner of Lot 1, in Springfield Properties Addition, a subdivision recorded in Plat Book II at Page 96; thence N88°23'53"W (S89°45'18"W Deed), along the North line of said Lot 1, a distance of 1037.83 feet (1038.00' Deed) to the Northwest corner of said Lot 1 and a point on the East Right-of-Way line of Maryland Avenue, as it now exists, being N06°34'59"W, 0.50' from an existing 5/8" iron bar (LS 62D); thence N01°37'31"E (N00°14'42"W Deed), along said East Right-of-Way line, a distance of 564.06 feet to an iron bar set on the South Right-of-Way line of Montclair Street, as described in Book 1772 at Page 851; thence N45°26'05"E (N43°34'05'E Deed), along said South Right-of-Way line, a distance of 43.21 feet (43.30' Deed) to an iron bar set; thence N89°30'10"E (N87°38'10"E Deed), along said South Right-of-Way line, a distance of 1006.43 feet to an existing aluminum monument (LS 2297); thence S43°18'49"E (N45°10'49"W Deed), along said South Right-of-Way line, a distance of 40.54 feet (40.58' Deed) to the POINT OF BEGINNING. Containing 14.789 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

INFORMATION OF FACT

- This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	x		Book 1763, Page 1042
b) Filed Maps	x		See Item #11
c) Title Search/Binder	x		Waco Title Report file no. 2103329-117, effective date: July 29, 2021
- Certified To: St. John's Regional Health Center (Mercy Springfield)
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on August 16, 2021, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.
- This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.
- The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.
- The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel Nos. 29077C0342E and 29077C0344E, Effective Date December 17, 2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain).
- Olson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities. Olson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket number 212142214. The companies listed on the ticket are: ATT Distribution, City Utilities Electric/Fiber/Gas/Water, City of Springfield Sewer/Traffic, Level 3 NOW Centurylink, MNA-Bluebird, MCI, Smith-Glynn Callaway Clinic, Mediasom and Windstream Communications.
- The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.
- All common areas shall be considered drainage easements. All common areas are to be maintained by the property owners association. All drainage easements are to be maintained by the property owner.
- A portion of Lot 3 is subject to Special Exception No. 1259 granting the right to build a parking lot in a residentially zoned area.
- All improvements were existing at the time of the survey. Not additional improvements are planned.
- Detention and Water Quality may be required for the development of Lot 1.
- Detention and Water Quality shall be provided for the development of Lot 2, on Lot 2 at the time of development.
- Certificate of Exception, Special Exception No. 1259, Book 2139 at Page 913
Hood-Rich Survey for Smith Glynn Callaway Clinic, dated 1-25-85
Hood-Rich Survey for Springfield Grocer Company, dated 12-15-77
Right-of-Way Deed for Montclair Street, Book 1772 at Page 851
Springfield Properties Addition, Plat Book II at Page 96
LeFort Subdivision, Plat Book ZZ at Page 16
UMB National Plaza, Plat Book WW at Page 121
Tawasanthia Courts, Plat Book II at Page 36
Executive Centre First Addition, Plat Book TT at Page 17

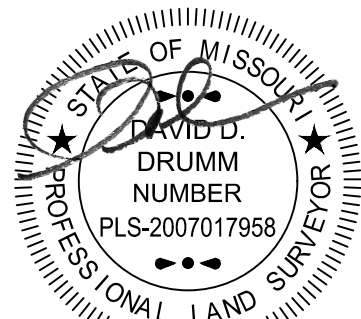
LEGEND			
○ Found Monument (As Noted)	● Set 1/2" Rebar w/Plastic Cap, "LC 366"	⦿ Sanitary Cleanout	⦿ Sanitary Manhole
(D) Deeded	(M) Measured	(R) Record Special Exception #1259	(A) Air Conditioner
⊠ Bush	⊠ Cable Box	⊠ Catch Basin	⊠ Electric Box
⊠ Electric Cabinet	⊠ Electric Meter	⊠ Fiber Optic Box	⊠ Fiber Optic Vault
⊠ Fire Dept. Connection	⊠ Fire Hydrant	⊠ Flared End Section	⊠ Gas Manhole
⊠ Gas Meter	⊠ Gas Regulator	⊠ Gas Valve	⊠ Grate Inlet
⊠ Guy Wire	⊠ Irrigation Valve	⊠ Light Pole	⊠ Power Pole
⊠ Sanitary Cleanout	⊠ Sanitary Manhole	⊠ Storm Manhole	⊠ Telephone Riser
⊠ Transformer	⊠ Tree, Coniferous	⊠ Tree, Deciduous	⊠ Water Meter
⊠ Water Valve	⊠ Overhead Electric	⊠ Underground Electric	⊠ Fiber Optic Line
⊠ Natural Gas Line	⊠ Sanitary Sewer Line	⊠ Storm Sewer Line	⊠ Water Line
⊠ Chainlink Fence	⊠ Wood Fence	⊠ Bush Line	⊠ ADA Truncated Domes
⊠ Asphalt Pavement	⊠ Concrete Sidewalk	⊠ Concrete Pavement	



BASIS OF BEARINGS
Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone
DATUM
Elevations based on NAVD 88 by use of MoDOT continuously operating GNSS RTK Network

OWNER/DEVELOPER
Mercy Springfield
1235 E. Cherokee St.
Springfield, MO 65804

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806



drawn by:	DATE	REVISION	BY
CDA			
surveyed by:	DDD		
checked by:	DDD		
approved by:	DDD		
project no.:	021-05745		
file name:	V_PPLT_02105745		
	09.17.21	Revised per City Comments	CDA
	08.25.21	Original Preparation	CDA

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805
www.olsson.com

One-rdg. _____
P. Hrngs. _____
Pgs. 18 _____
Filed: 10-26-21 _____

Sponsored by: _____ McGull _____

First Reading: _____

Second Reading: _____

COUNCIL BILL _____ 2021-284 _____

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Murray's Hickory Village Subdivision, generally
4 located at 636 South Mission Avenue, upon the applicant filing and
5 recording a final plat that substantially conforms to the preliminary
6 plat; and authorizing the City Clerk to sign the final plat upon
7 compliance with all the terms of this Ordinance. (Staff recommends
8 that City Council accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Murray's Hickory Village Subdivision
12 dated August 25, 2021, is on file with the City's Department of Planning and
13 Development; and
14

15 WHEREAS, on October 7, 2021, the Planning and Zoning Commission of the
16 City of Springfield, Missouri, conditionally approved the Preliminary Plat of Murray's
17 Hickory Village Subdivision, which is generally located at 636 South Mission Avenue.
18

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

22 Section 1 – City Council hereby authorizes the Director of Planning and
23 Development, on behalf of the City of Springfield, to accept the land, easements, and
24 improvements dedicated to the City, as shown on the Preliminary Plat of Murray's
25 Hickory Village Subdivision, which is generally located at 636 South Mission Avenue, as
26 approved by the Planning and Zoning Commission. The original plat of Murray's Hickory
27 Village Subdivision is on file in the Department of Planning and Development
28 ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general
29 reference as "Exhibit B - Attachment 4." All of "Exhibit B," including attachments, is
30 incorporated herein by this reference.
31

32 Section 2 – The Director of Planning and Development shall be authorized to
33 accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B".

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

Approved for Council action: Jason A. Hage City Manager

EXPLANATION TO COUNCIL BILL NO: 2021 - 284

FILED: 10-26-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Murray's Hickory Village Subdivision, generally located at 636 South Mission Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Murray's Hickory Village Subdivision dated August 25, 2021 is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 4.
- B. The Planning and Zoning Commission held a public hearing on October 7, 2021, and approved the Preliminary Plat by a vote of 6 to 1, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,

per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

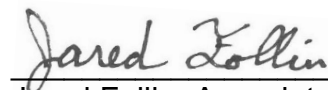
Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate residential development, which is consistent with Plan. The Major Thoroughfare Plan classifies South Mission Avenue as a Local Street which supports the proposed land use.

REMARKS: Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Brendan K. Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Citizen Comments

Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – MURRAY’S HICKORY VILLAGE SUBDIVISION
Planning and Zoning Commission – October 7, 2021

Preliminary Plat of Murray’s Hickory Village Subdivision
636 South Mission Avenue

Applicant: Hickory Village 55 Plus, LLC

Mr. Hosmer stated that this is a request to approve a preliminary plat for a nine-lot residential subdivision located at 636 South Mission. The applicant is proposing to subdivide 2.29 acres into a nine-lot residential subdivision. The property is zoned R-SF. Transportation Plan classifies Mission Avenue as a local roadway. A Traffic Study is not required, but a sidewalk will be required along Mission Avenue. Recommend shared driveway access similar to the existing homes. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. On-site stormwater detention will be required. A land disturbance permit will be required if disturbing 1 acre or greater. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Gary Drennan, Marshfield and is the surveyor for the project and here to answer any questions.

Mr. Colony asked if this an expansion of existing 55+ projects/communities to the east.

Mr. Drennan noted that he was not sure, but same ownership.

Mr. Eric Rumstein, 709 South Mission; Springfield voiced his concerns regarding stormwater, environmental issues (taking down large established trees), and property values. He noted that current stormwater pools and backups onto the property and also into his driveway area and feels that any removal of trees (one tree he believes is from the Civil War era and its size is massive) will impact the runoff even more. He also voiced concern regarding damage to the roadway if a majority of the trees are removed that in a few years when the roots under the road start to decay that this may cause damage. He would like more information on the actual plan and does not feel that the developer is being candid about the project.

Mr. Colony asked about the proposed development area retaining any stormwater.

Mr. Rumstein said that it retains stormwater and creates a creek that heads to the southeast and at this time it does take several hours for it drain.

Mr. Knuckles asked for his current location and where are the surveyor stakes in conjunction with the trees.

Mr. Rumstein said that he is at the lowest area and the water backs up to his driveway and then drains across the road.

Mr. Dave Bodeen, 304 W. Erie; Springfield here to answer any questions.

Mr. Knuckles asked about the trees and the detention.

Mr. Bodeen stated that he has not seen where the pins/stakes are currently at in conjunction with the trees but noted it would be to their interest to save as many trees as possible and only remove what they would need for driveway access. The drainage issue is not caused by our proposed development – our proposed lots are wider than the minimum and noted they have to provide water quality.

Mr. Colony said that he believes Mr. Rumstein's concern is what will happen about the runoff after development.

Mr. Bodeen noted that they will have to provide detention and won't do anything to effect up and downstream runoff.

Ms. Bruce asked how many units that will be developed and about the driveways and how will this affect the development.

Mr. Bodeen noted that it is 9 units with individual driveways (not shared/combined drives) and went over stating that saving as many trees as possible to help individualize each unit.

Mr. Bruce asked about landscaping.

Mr. Bodeen noted that they are catering the units to look nice and additional landscaping but cannot answer at this time.

Mr. Jason Murray, PO Box 2965; Springfield stated that there will be 7 new homes and 2 existing homes, that will have a shared driveway, the new homes will have their own driveway and are hoping to save the majority of the trees. City staff are recommending sharing driveways, but feel individual driveways are a better fit for the neighborhood.

Ms. Bruce asked about the trees and if they are taking some out will they be replacing any as well as the location and size.

Mr. Murray noted that they will be replacing/planting trees and shrubs but will make sure that they will not be too close to the houses as that causes problems.

Mr. Colony asked if there are required buffer yards to adjacent properties.

Mr. Hosmer said that there are no requirements for any residential.

Mr. Doennig closed the public hearing.

Mr. Knuckles asked about any stormwater issues in the area and runoff and the discharge amount.

Mr. Dunnaway noted that they have not received any service requests and there is about 20 acres coming into the culvert and they will have to provide larger culverts.

Ms. Ogilvy noted that there has been concerns regarding mature trees in the city and hopes the developer will consider that these trees are massive/large, and we will not be able to replant trees like these in our lifetime and hope that the City takes up the issue of trees when people do develop.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Preliminary Plat of Murray's Hickory Village Subdivision (636 South Mission Avenue). Mr. Knuckles seconded the motion. Ayes: Doennig, Ogilvy, Knuckles, Colony, Jobe, and Broekhoven. Nays: Bruce. Abstain: None. Absent: Coltrin and Lebeck.

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

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

OCTOBER 7, 2021

NOVEMBER 1, 2021

CASE: Preliminary Plat of Murray's Hickory Village Subdivision

ACRES: 2.29

LOCATION: 636 South Mission Avenue

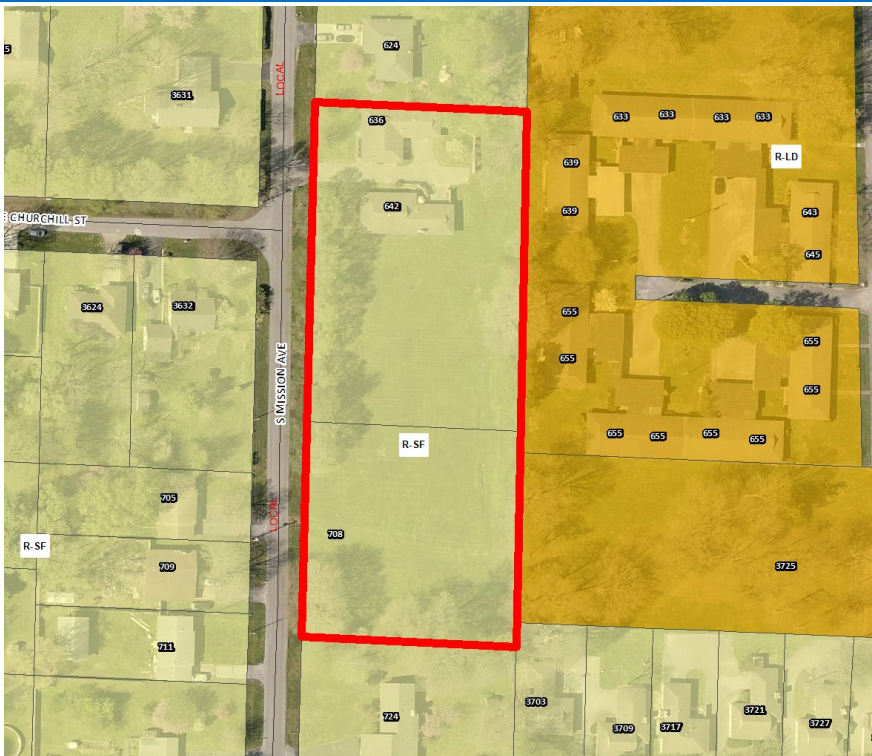
EXISTING LAND USE: Undeveloped / Single-Family Residential

APPLICANT: Hickory Village 55 Plus LLC

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

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



SUMMARY OF REQUEST:

- The applicant is proposing a preliminary plat for a nine-lot residential subdivision named "Murray's Hickory Village Subdivision" to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

- The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

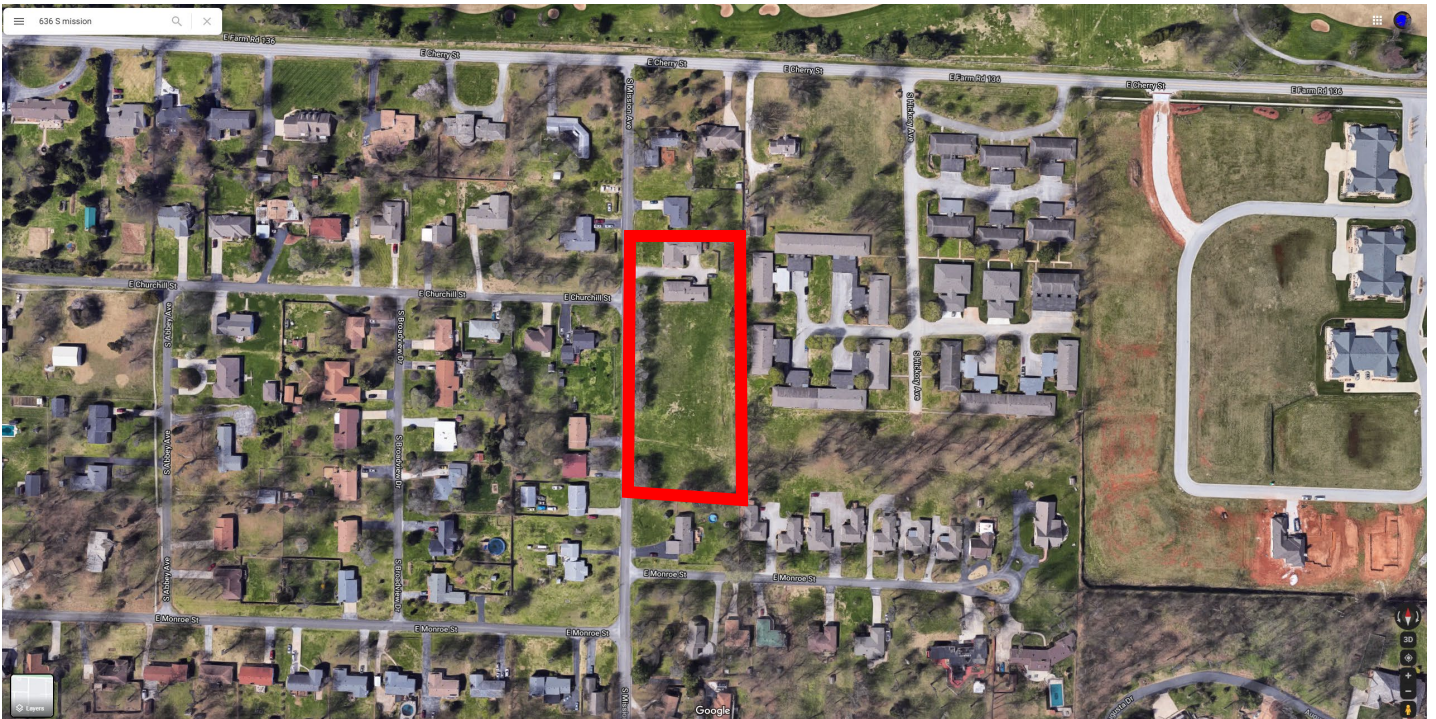
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-LD	R-SF
LAND USE	Single-Family Residential	Single-Family Residential	Multi-Family Residential	Single-Family Residential

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



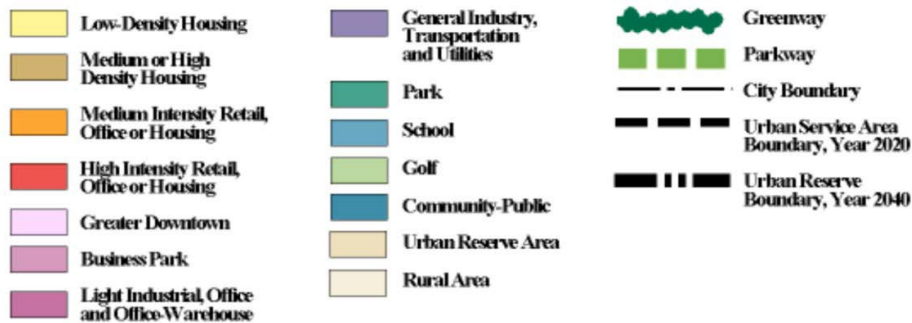
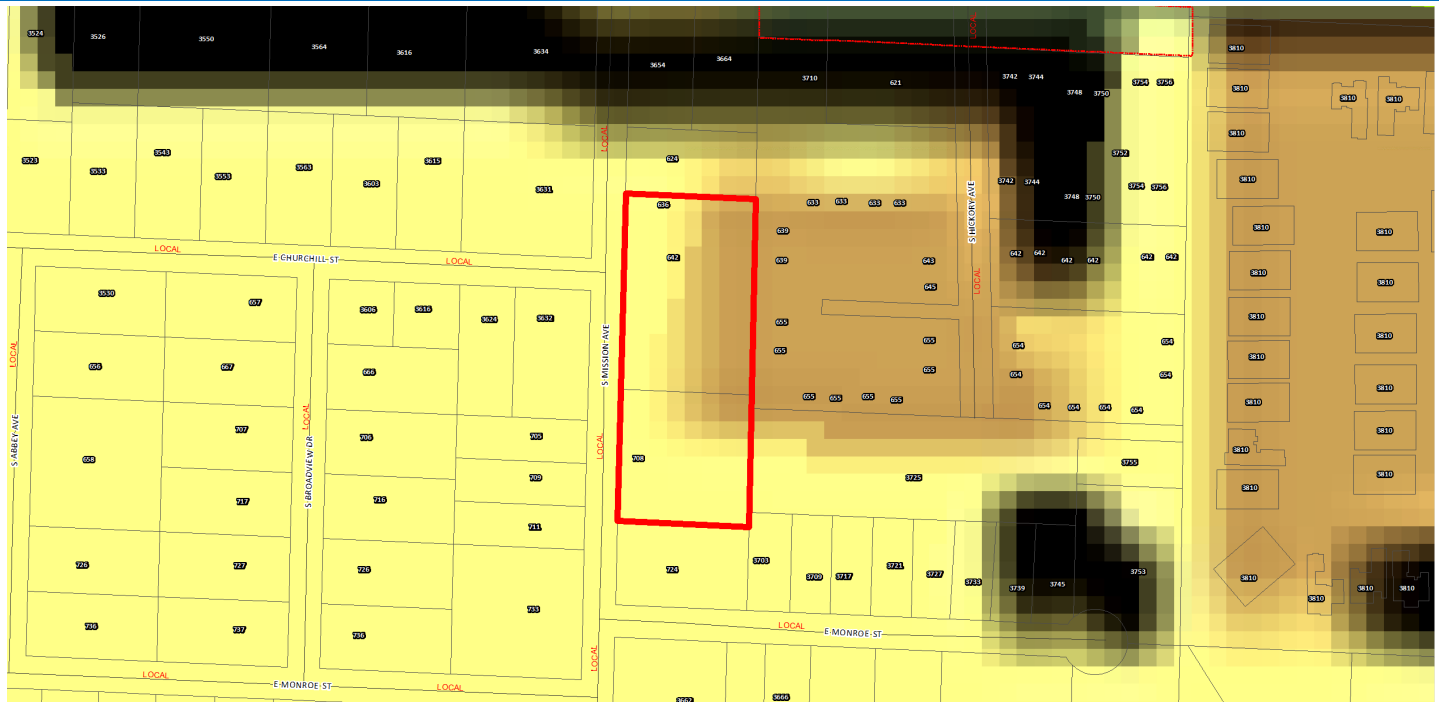
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was first subdivided in 1941 under Greene County's jurisdiction. Later, the property was annexed into the City in 1966.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Minimum Lot Size	6,000 square feet
Maximum Structure Height	When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. When the side yards are 15 feet or greater: 45 feet or three stories above the finished grade.
Front Yard Setback	25 feet along collector or higher classified streets. 15 feet along local streets.
Side and Rear Setbacks	5 feet, or as required by section 36-453, supplemental open space and yard regulations.
Street Classification	South Mission Avenue – Local Street
Sidewalks (Per Sec.36-471)	There is not existing sidewalk along the property frontage of S. Mission Avenue. Sidewalk must be constructed or a fee in lieu of sidewalk construction applied for and approved by the ARC. If approved, this fee must be paid prior to approval of the final plat. The existing infrastructure meets current City Standards.
Open Space Requirement	No less than 30 percent of the total lot area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate residential development, which is consistent with Plan. The Major Thoroughfare Plan classifies South Mission Avenue as a Local Street which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing a preliminary plat for a nine-lot residential subdivision named "Murray's Hickory Village Subdivision" to facilitate development on the property.
2. All proposed lots meet the requirements of the City's Subdivision Regulations.
3. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. Citizen comments can be found in Attachment 3. The Preliminary Plat drawing can be found in Attachment 4.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

No issues with prelim plat. All lots have access to Elec/Gas/Water. Some Electric line work will be needed to provide services to individual homes when needed. Please add 10 ft utility easement along Mission Ave frontage on final plat.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:

Need to add the following notes to the plat(referred to in Predev case number PREDEV2021-00122); 1. New sewer service laterals will need to be added when obtaining building permits for lots 3, 4, 5, & 9. Lots 1, 2, 6, 7 & 8 have existing services. Laterals will be added when obtaining building permits. 2. Sewer impact permit fees will be required for proposed lots 3-9. These will be added when obtaining building permits. 3. There are 2 Sewer Extension Cost Recovery(SECR) agreements for existing lots 4 & 5 that would need to be satisfied when obtaining building permits. Tax Bill numbers 51593a & 51594a each have a reduced amount of \$237.72 totaling \$475.44. These tax bills were issued under sewer district 16 of section 19 in 2003. General Ordinance 5747, section iii specifies that "In consideration of the city reducing the sewer tax bill, the property owner shall be required to enter into a written agreement with the city, which shall be recorded in the office of the recorder of deeds and which shall run with the land for a period of 40 years, providing that, for the privilege of making any expanded future use of the sewer system on the original tract, there shall be paid to the city by the person making such use, a sewer extension cost recovery fee (SECR fee), to be computed as follows: A. If the original tract is still being used solely for single family residential purposes subdivided into smaller lots, there shall be a SECR fee of \$4,200 as set out in subsection (4)b.2.i.C for each additional water meter installed thereon. The aggregate amount of such SECR fees collected for the tract shall not exceed the amount by which the original sewer tax bill was reduced". Therefore, the total reduced amount of \$475.44 will be the amount required when obtaining building permits. \$237.72 will be added to the sewer permits for proposed lots 3 & 4.

PUBLIC WORKS TRAFFIC COMMENTS:

1. Per City Code Section 36-471 Sidewalk is required to be constructed along the property frontage of Mission Avenue. Please reference Section 36-471 for requirements of escrow funding if sidewalks are not constructed prior to the final plat. The developer also has the option to apply to the ARC for approval to pay a fee in lieu of construction of sidewalks. If approved, the fee must be paid prior to approval of the final plat. The current fee is \$19 per linear foot. Please apply to the ARC through eCity and submit the form attached under Reviewer Attachments.
2. We recommend that two lots share driveway access like the existing properties at 636 and 642 S. Mission.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Mission Avenue as a Local-Residential roadway. The standard right-of-way width for S. Mission Avenue is 25-feet from the centerline. It appears no additional right-of-way is needed along S. Mission Avenue. A survey is recommended to determine the exact amount of existing right-of-way. S. Mission Avenue is a city-maintained street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Mission Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements set forth in the City of Springfield Public Works Design Standards and City Code Section 98. It is recommended that two lots share driveway access like the existing properties at 636 and 642 S. Mission Avenue.

SIDEWALK

There is not existing sidewalk along the property frontage of S. Mission Avenue. Sidewalk must be constructed or a fee in lieu of sidewalk construction applied for and approved by the ARC. If approved, this fee must be paid prior to approval of the final plat. The existing infrastructure meets current City Standards.

IMPROVEMENTS

None required.

Development Review Staff Report



TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Mission Avenue	Local-Residential	Yes	25	25

PUBLIC WORKS STORMWATER COMMENTS:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual. 1. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. 2. Per Chapter 12 Sec. 3.1, detention basin shall be in a Common Area. Revise lot layout to incorporate Common Area. 3. Water quality is required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. 4. This site primarily drains to the south. Per Chapter 2 Sec. 4.1.4, discharge from the property shall be to public R/W, a recorded drainage easement, or a certified natural watercourse. If none of these options are available then the development must be modified so that the amount, location, or character of discharge is not changed. 5. Public improvement plans shall be submitted for stormwater detention, open channel and other improvements required to convey runoff to detention/water quality basin. 6. Provide the following note on the plat: "The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities." 7. Provide the following note on the plat: "All common areas shall be considered drainage easements. All Common Areas are to be maintained by the property owners association. All drainage easements are to be maintained by the property owner."

The property is in the **Pierson Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1-, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3 of the City's *Flood Control and Water Quality Protection 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 City's *Flood Control and Water Quality Protection 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 City's *Flood Control and Water Quality Protection Manual*.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

Development Review Staff Report



CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

Follin, Jared

From: Eric Rumstein <street455@gmail.com>
Sent: Wednesday, October 6, 2021 4:32 PM
To: Zoning@springfieldmo.gov
Subject: Hickory hills subdivision.
Attachments: IMG_20211006_162559036.jpg; IMG_20211006_162607111.jpg

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

To whom it may concern, I would like to raise the following issues concerning the subdivision proposed facing Mission avenue. This property previously owned by the owners of the retirement apartments has been left an open Green space from the time I purchased my home and was one of the prime selling features for me to purchase in this neighborhood. My concerns include the following:

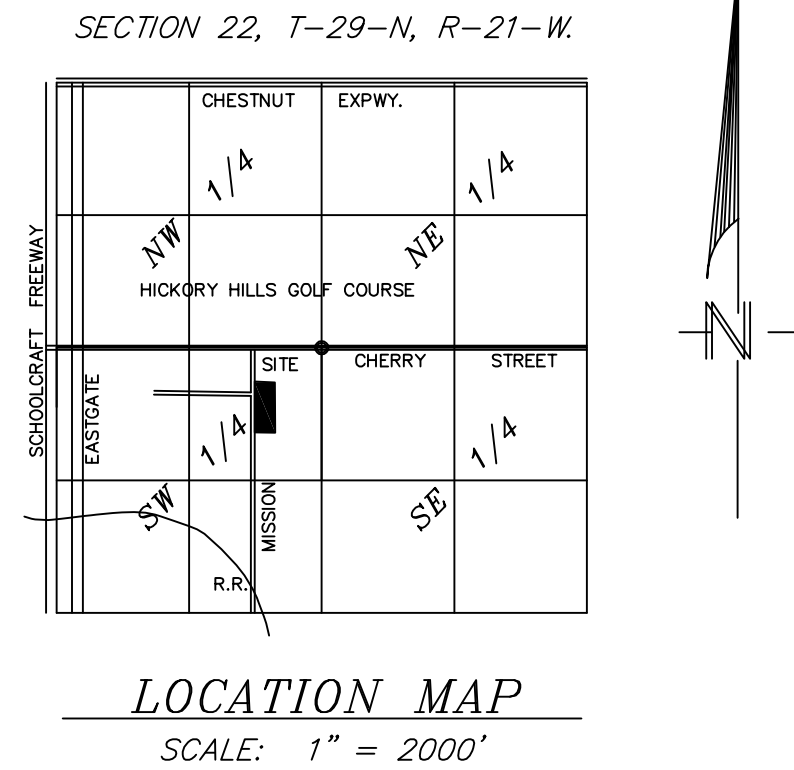
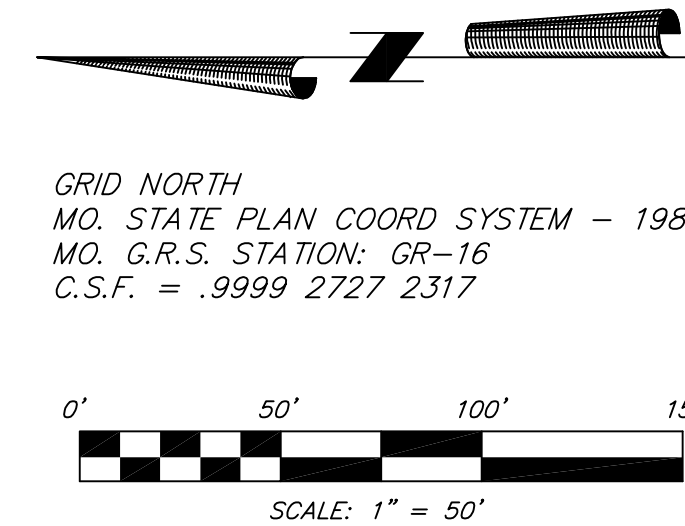
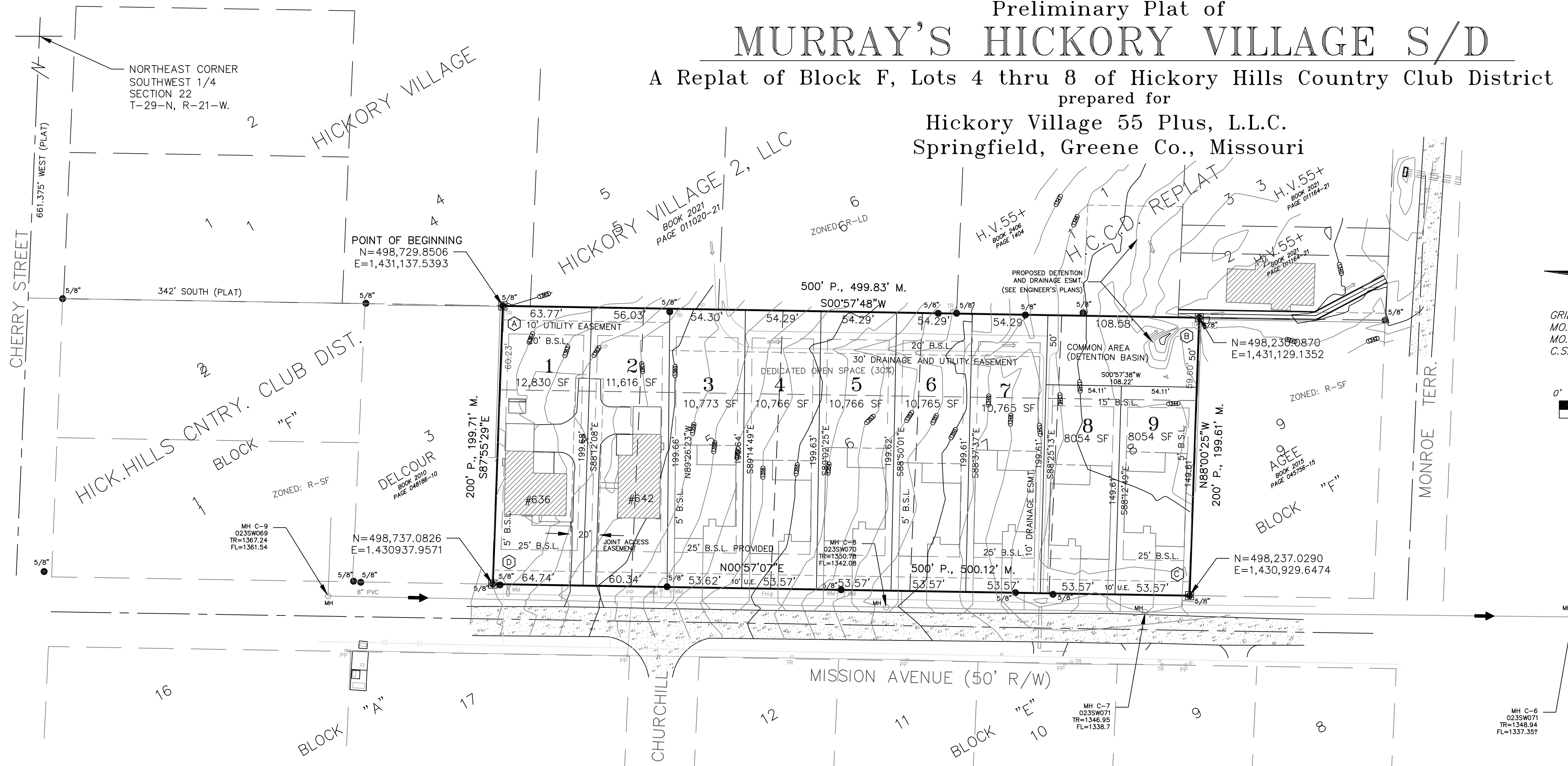
My understanding The proposal is to divide into 50 ft wide lots. This is entirely out of character with the rest of the neighborhood surrounding which consists of mainly custom homes not the cookie cutter track style that is being proposed. Also it is a well-known phenomenon that such small properties attract people of limited means and the properties often fall into disrepair which is a situation contrary to the spirit of why anybody would have bought a home in that neighborhood. There are also some pretty big environmental concerns. At the present time most of the water runoff from all the properties on Mission collect on the proposed subdivision property before flowing to lower ground. That situation is likely to change if that ground is built up. This will leave my property along with quite a few others in imminent danger of flooding when previously there was no concern. A second huge environmental concern is all the mature trees lining the street on that property. One in particular has a trunk the size of a minivan and has to be at least civil war era. I am no arborist but I'll be happy to get one involved if needed. There are without a doubt many species of birds that I see using that tree for nesting along with the others along that property. There is also a significant root structure on all those trees but particularly that big one that play a huge part in soaking up groundwater as well as stabilizing the terrain and also the roadway that is adjacent to it will probably be damaged if that tree is gone along with the others. Such damage is usually hidden during the construction phase because they simply cut the roots but as the root structure left behind starts to deteriorate the road will surely collapse much later at the taxpayers expense. It is my favorite hope that the planning board addresses all of these concerns in the future plan of that use of property. I stand ready to volunteer to do additional research and explore what additional resources are needed for information regarding this.

Respectfully yours
Eric Neal Rumstein
709 South Mission Ave.

Preliminary Plat of
MURRAY'S HICKORY VILLAGE S/D
A Replat of Block F, Lots 4 thru 8 of Hickory Hills Country Club District
prepared for
Hickory Village 55 Plus, L.L.C.
Springfield, Greene Co., Missouri

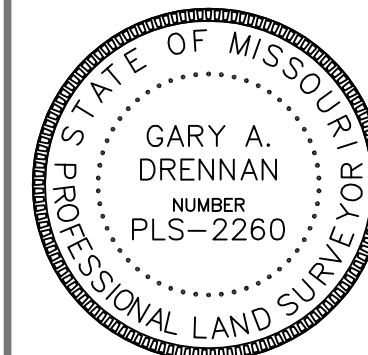
ATTACHMENT 4

IN THE RECORDER'S OFFICE



OWNER / DEVELOPER
JASON MURRAY
HICKORY VILLAGE 55 PLUS, LLC.
P.O. BOX 2965
SPRINGFIELD, MO. 65801
GWD. BK. 2021, PG. 011024-21
GWD. BK. 2021, PG. 011164-21

BOUNDARY AND TOPOGRAPHY SURVEY
PREPARED FOR
HICKORY VILLAGE 55 PLUS, LLC.
SITE ADDRESS, CITY, COUNTY, MISSOURI



PLAT DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 22, TOWNSHIP-29-NORTH (T-29-N), RANGE-21-WEST (R-21-W) OF THE FIFTH PRINCIPAL MERIDIAN, BEING ALL OF LOTS 4, 5, 6, 7, AND 8 IN BLOCK "F" OF THE FINAL PLAT OF HICKORY HILLS COUNTRY CLUB DISTRICT AS FOUND IN GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK "M", AT PAGE "12", MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 661.375 FEET WEST AND 342 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, AT AN EXISTING 5/8" IRON PIN MARKING THE SOUTHEAST CORNER OF LOT 3 IN BLOCK "F" OF SAID PLAT; THENCE S.00°57'48"W., A DISTANCE OF 499.83 FEET (500 FEET - PLAT) TO AN EXISTING 5/8" IRON PIN MARKING THE NORTHEAST CORNER OF LOT 9 IN SAID BLOCK "F"; THENCE N.88°00'25"W., A DISTANCE OF 199.61 FEET (200 FEET - PLAT) TO AN EXISTING 5/8" IRON PIN MARKING THE NORTHWEST CORNER OF SAID LOT 9 IN BLOCK "F"; THENCE N.00°57'07"E., ALONG THE EAST RIGHT-OF-WAY LINE OF MISSION AVENUE, A DISTANCE OF 500.12 FEET (500 FEET - PLAT) TO AN EXISTING 5/8" IRON PIN MARKING THE SOUTHWEST CORNER OF SAID LOT 3 IN BLOCK "F"; THENCE S.87°55'29"E., A DISTANCE OF 199.71 FEET (200 FEET - PLAT) TO THE POINT OF BEGINNING. ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI AND CONTAINING 2.29 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

LOT SUMMARY:

TOTAL NUMBER OF LOTS: 9
LARGEST LOT: LOT 1 WITH 12,830 S.F.
SMALLEST LOT: LOT 8 & 9 WITH 8054 S.F.

SITE ZONED: R-SF RESIDENTIAL-SINGLE FAMILY.
MINIMUM FRONTAGE: 50'
MINIMUM DEPTH: 80'
MINIMUM SQUARE FOOTAGE: 6000 S.F.
BUILDING SETBACKS: FRONT - 15' REQ'D. 25' PROVIDED
REAR - 10% REQ'D. 15'/20' SHOWN.
SIDE YARD - 5' REQ'D. 5' SHOWN.

DEDICATED OPEN SPACE: MIN. 30%
BUFFERYARD "C" NOT REQUIRED.
MANY MATURE TREES SURROUND THIS SITE.
BUFFERYARD REQUIRED FOR NON-RESIDENTIAL USE.

RESOURCE MATERIALS USED
FOR BOUNDARY DETERMINATION.

HICKORY HILLS COUNTRY CLUB DIST.
P.B. "M", PG. 12 (1941).
S.R.B. 23, PG. 328 (1953).
HICKORY VILLAGE
P.B. "Z", PG. 57 (1970).
HICK. HILLS CNTRY. CLUB DIST. REPLAT
P.B. "HH", PG. 16 (1982).
DEEDS AS SHOWN.

PREDEV2021-00122:

- NEW SEWER SERVICE LATERALS WILL BE ADDED FOR LOTS 3, 4, 5, AND 9 WHEN BUILDING PERMITS OBTAINED. LOTS 1, 2, 6, 7, AND 8 HAVE EXISTING SERVICES.
- SEWER IMPACT FEES APPLY ON LOTS 3 THRU 9.
- 2 SEWER EXTENSION COST RECOVERY AGREEMENTS TO BE SATISFIED FOR EXISTING LOTS 4 AND 5 OF BLOCK "F" OF HICKORY HILLS COUNTRY CLUB DISTRICT FINAL PLAT. REQUIRED AT TIME OF BUILDING PERMITS.
- A 4' SIDEWALK TO BE CONSTRUCTED OR ESCROWED ALONG MISSION AVENUE IN ACCORDANCE WITH SECTION 36-471 OF CITY CODE.
- THE DETENTION BASIN IS INCLUDED IN A COMMON AREA. ALL COMMON AREAS TO BE CONSIDERED DRAINAGE EASEMENTS. ALL COMMON AREAS ARE TO BE MAINTAINED BY A HOME OWNER'S ASSOC. ALL DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.

STORM WATER NOTE:

STORM WATER NOTE: THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER REVENUE DISTRICT DESIGNED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUNOFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUNOFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.

LEGEND

- 1/2" = EXISTING IRON PIN; CAPPED AS NOTED.
- = 5/8" IRON PIN SET CAPPED "LS-2260"; EXCEPT AS NOTED.
- +/- = CROSS CUT IN CONCRETE.
- ▽ = EXIST. R/W MARKER.
- = EXIST. SURVEY STONE.
- = SET PERMANENT MONUMENT
- = CHAIN-LINK FENCE.
- = WIRE FENCE.
- = WOOD FENCE.
- S = SANITARY SEWER.
- G = GAS LINE.
- W = WATER LINE.
- OE = OVERHEAD ELECTRIC.
- T = TELEPHONE LINE.
- FO = FIBER OPTICS.
- PP = POWER POLE.
- WV = WATER VALVE.
- WM = WATER METER.
- PH = FIRE HYDRANT.
- GV = GAS VALVE.
- GM = GAS METER.
- TR = TELEPHONE RISER.
- MH = SEWER MANHOLE.
- CO = SEWER CLEAN-OUT.
- DM = DRAINAGE MANHOLE.
- = IRRIGATION CONTROL VALVE.
- = ELECTRIC TRANSFORMER.
- ☆ = STREET/PARKING LIGHT.
- ☆ = ROCK OUTCROPPING.

TOTAL SITE AREA

2.29 ACRES
99,808 SQ. FT.

IMPERVIOUS SURFACE RATIO
WHOLE SITE

13,684 SQ. FT. NEW OFFSET UNITS
9,639 SQ. FT. NEW CLOSE UNITS
8,442 SQ. FT. EXIST. UNITS
31,865 SQ. FT. TOTAL
31.9% IMPERVIOUS
(70% ALLOWED)

INTERIOR ANGLE TABLE

A= 91°06'43"
B= 88°58'13"
C= 91°02'28"
D= 88°52'36"

SUM= 360°

MAJOR THOROUGHFARE PLAN

SITE IS WITHIN THE MAJOR THOROUGHFARE PLAN AREA, BUT NOT SHOWING ANY PLANNED SIDEWALK PROJECTS ALONG MISSION AVENUE. MISSION AVENUE IS CLASSIFIED AS A "LOCAL" STREET ACCORDING TO MAJOR THOROUGHFARES MAP.

REGARDING THE FLOOD PLAIN

THE PROPERTY SHOWN HEREON LIES WITHIN A FEMA DESIGNATED ZONE "X" (AREAS WITH MINIMAL FLOOD HAZARD. CONSIDERED ABOVE THE 500-YEAR FLOOD LEVEL) AS SHOWN ON FIRM PANEL: 29077C 0353E & 0354E EFFECTIVE: 12/17/2010.