



Amended 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 29, 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. NOVEMBER 15, 2021 CITY COUNCIL MEETING, NOVEMBER 16, 2021 SPECIAL CITY COUNCIL MEETING AND NOVEMBER 23, 2021 SPECIAL CITY COUNCIL MEETING.**

Documents:

[11-15-21.PDF](#)
[11-16-21 SPECIAL CITY COUNCIL MEETING.PDF](#)
[11-23-21 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.**
5. **CITY MANAGER REPORT, POLICE CHIEF 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 2021-288 (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](#)

8. **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](#)

9. 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](#)

10. 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](#)

11. 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](#)

12. 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](#)

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

14. Council Bill 2021-298 (Hosmer)

A resolution authorizing the City Manager, or his designee, to apply for up to \$500,000 in grant funds from the United States Environmental Protection Agency to conduct Brownfields Hazardous and Petroleum Assessments and Cleanup Planning citywide.

Documents:

[2021-298.PDF](#)

15. EMERGENCY BILLS.

16. PUBLIC IMPROVEMENTS.

17. GRANTS.

18. AMENDED BILLS.

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

20. Council Bill 2021-299 (Schilling)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 11.5 acres of private property and approximately 0.1 acre of Greene County right-of-way generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass, into the City of Springfield. (By; Bibi Development & Investment, LLC; 1644,1684, & 1706 Zimmer Avenue (Farm Road 129) and 1721 W. Bypass; A-6-2021).

Documents:

[2021-299.PDF](#)

21. Council Bill 2021-300 (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 11.5 acres of property generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass from County C-2, General Commercial District, to GR, General Retail District; establishing Conditional Overlay District No. 205; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Bibi Development & Investment, LLC; 1644, 1684, & 1706 Zimmer Avenue (Farm Road 129) and 1721 W. Bypass; Z-21-2021 w/COD #205).

Documents:

[2021-300.PDF](#)

22. Council Bill 2021-301 (Simpson)

A special ordinance granting Conditional Use Permit No. 457 for the purpose of permitting an automobile washing business to operate as a conditional use within the GR – General Retail District, generally located at 211 West Battlefield Road. (Staff and Planning and Zoning Commission recommend approval.) (By: Choong Properties LLC; 211 West Battlefield Road; Conditional Use Permit 457).

Documents:

[2021-301.PDF](#)

23. Council Bill 2021-302 (Schilling)

A special ordinance granting Conditional Use Permit No. 458 for the purpose of permitting a body and fender repair and paint shop as a conditional use within the HC – Highway Commercial District, generally located at 1825 West Kingsley Street. (Staff and Planning and Zoning Commission recommend approval.) (By: Alcancia, Elpidio Y Rev Inter Vivos Trust; Conditional Use Permit 458)

Documents:

[2021-302.PDF](#)

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

25. Council Bill 2021-303 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' Section 903.4.1, relating to monitoring of sprinkler systems.

Documents:

[2021-303.PDF](#)

26. Council Bill 2021-304 (Hosmer)

A general ordinance amending the Springfield City Code Chapter 106, 'Traffic and Vehicles,' by amending Section 106-70, 'Traffic division established; duties,' for the purpose of establishing a duty of the traffic division to respond to all reported traffic accidents on public streets or public property.

Documents:

[2021-304.PDF](#)

27. Council Bill 2021-305 (Lear)

A general ordinance amending the Springfield City Code, 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 by making a provision for one new job title; and amending the Fiscal Year 2021-2022 budget of certain City departments, including the Airport, Parks, and Public Works, to reallocate funds to transition 15 contract positions to 15 full-time equivalent positions and adjusting the authorized employee positions.

Documents:

[2021-305.PDF](#)

28. Council Bill 2021-306 (Ollis)

A special ordinance approving the First Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department, which adds Juneteenth as an additional recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the First Addendum to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

[2021-306.PDF](#)

29. Council Bill 2021-307 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulation ("Merit Rules"), by amending portions of the Merit Rules, specifically Merit Rules 2.2 (Coverage and Amendment of Rules); 4.1 (Constitution); 5.2 (Minimum Qualifications for Filing); 5.3 (Filing Applications); 5.4 (Disqualification of Applicants); 9.2 (Conditions Preliminary to Regular Status); 12.7 (Retirement); 13.5 (Grievance Procedure); 16.2 (Preparation and Content of Class Specifications); 17.5 (Total Remuneration); 18.1 (Entrance Salary Rates); 18.2 (Advancement within a Salary Range); 20.1 (Compensation for Absence on Holidays) to add Juneteenth as an additional recognized holiday; 21.1 (Vacation Leave); 21.2 (Sick Leave); and 24.2 (Allowances for the Use of Privately Owned Vehicles on City Business); and establishing an effective date for said Merit Rule changes (Merit Rules changes requiring Personnel Board approval have been approved by the Personnel Board).

Documents:

[2021-307.PDF](#)

30. Council Bill 2021-308 (Ollis)

A special ordinance approving the First Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department to, among other things, add Juneteenth as a recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

[2021-308.PDF](#)

31. Council Bill 2021-309 (Hosmer)

A special ordinance approving the Third Amendment to the July 1, 2019, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts,

Trades, and Labor ("CTL") Employee Group, which adds Juneteenth as an additional recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

[2021-309.PDF](#)

32. Council Bill 2021-310 (Ollis)

A special ordinance approving the First Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW"), the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative, and Technical ("PAT") Employee Group, which adds Juneteenth as an additional recognized holiday; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

Documents:

[2021-310.PDF](#)

33. Council Bill 2021-311 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into a contract with Pictometry International Corporation to purchase aerial imagery in 2022, 2024, and 2026; authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into individual cooperative intergovernmental agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark, and Republic, Missouri, and the Ozarks Transportation Organization to share the costs of such aerial imagery; and amending the budget for the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$286,927.02 for the 2022 aerial imagery.

Documents:

[2021-311.PDF](#)

34. Council Bill 2021-312 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into agreements with the Ozark Region Workforce Development Board ("Board")

and the Council of Local Elected Officials ("CLEO") to outline the responsibilities of the Board, CLEO, and City regarding the City's designation as the fiscal agent, fund recipient, and operator of Workforce Innovation and Opportunity Act programs.

Documents:

[2021-312.PDF](#)

35. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Daryl Baker wishes to address City Council.

Laura Wilson wishes to address City Council.

William Leftwich wishes to address City Council.

Debra Kay Barker wishes to address City Council.

36. NEW BUSINESS.

The Committee of the Whole recommends the following appointments to the Board of Public Utilities: Steven Edwards and Matthew Stublefield with terms to expire December 1, 2024.

The Committee of the Whole recommends the following reappointments to the Board of Public Utilities: Scott Bratcher, Kristin Carter, and Lynn Rowe with terms to expire December 1, 2024.

The Mayor recommends the following appointment to the Springfield Convention and Visitors Bureau: Callie Linville with term to expire January 1, 2025.

The Mayor recommends the following reappointments to the Springfield Convention and Visitors Bureau: Missy Handyside and Tim Rosenbury with terms to expire January 1, 2025.

37. UNFINISHED BUSINESS.

38. MISCELLANEOUS.

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

40. Council Bill 2021-313 (Schilling)

A special ordinance authorizing the City Manager, or his designee, to enter into an Agreement for Encroachment License with Springfield Little Theater, for the

purpose of allowing an encroachment onto City rights-of-way for the placement of a sidewalk heat mat in front of the property located at 311 East Walnut Street, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

Documents:

[2021-313.PDF](#)

41. Council Bill 2021-314 (McClure)

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$1,500 from the Community Foundation of the Ozarks to help fund the 2022 Kindergarten Readiness Study conducted by the Mayor's Commission for Children in collaboration with Missouri State University.

Documents:

[2021-314.PDF](#)

42. Council Bill 2021-315 (McClure)

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$5,000 from the Musgrave Foundation and administered by the Community Foundation of the Ozarks to help fund the 2022 Kindergarten Readiness Study conducted by the Mayor's Commission for Children in collaboration with Missouri State University.

Documents:

[2021-315.PDF](#)

43. CONSENT AGENDA – ONE READING BILLS. See Item #3.

44. Council Bill 2021-316 (McClure)

A resolution reelecting the Honorable Wendy E. Garrison as a Springfield Municipal Court Judge for a term of four years.

Documents:

[2021-316.PDF](#)

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

46. Council Bill 2021-295 (Romine)

A special ordinance authorizing 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)

Documents:

[2021-295.PDF](#)

47. **END OF CONSENT AGENDA.**

48. **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.

November 15, 2021
Springfield, Missouri

The City Council met in regular session November 15, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. In acknowledgement of Veterans Day, Mayor McClure recognized members of the Armed Forces who are currently serving and have served our country. In addition, he recognized Park Ranger Robert Bridges who was injured in the line of duty. A moment of silence was observed.

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

Minutes The minutes of 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 were approved as presented.

Consent Agenda The Consent Agenda was approved as presented.

Councilwoman Romine asked for clarification about the disposal of property mentioned in Council Bill 2021-295. Brenden Griesemer, Acting Director of Planning and Development noted City Utilities needed an easement. He further noted City Utilities acquired the entire property and needed to request disposal of the area through the City Council.

With no further questions or comments, the consent agenda was approved as presented.

Mayor McClure recognized representatives of the Junior League and thanked them for attending tonight's meeting.

The following item appeared on the agenda under Ceremonial Matters.

Anita Cotter, City Clerk swore-in Lindsey McDaniel to the Springfield/Greene County Environmental Advisory Board.

City Manager Report Jason Gage, City Manager noted the City of Springfield celebrated Veterans Day last week. He recognized Mayor McClure and Councilwoman Romine, who served in the United States Army and Councilman McGull and Councilman Ollis who served in the United States Navy. He expressed his appreciation and honor to have these members as part of Springfield's governing body.

Mr. Gage noted over the weekend, Park Ranger Robert Bridges was providing backup to the Springfield Police Department officers when he was hit by several shots fired by a suspect. He noted this November 11th officer-involved shooting happened near the intersection of South Glenstone Avenue and East Battlefield Road. He further noted police are currently investigating the incident. Mr. Gage explained Park Rangers are sworn, certified, and trained officer personnel and are used to assist the Springfield

Police Department when necessary. He expressed his sympathies to Mr. Bridges family and those involved in this incident. He wished Park Ranger Bridges a speedy recovery.

Mr. Gage announced the Federal Infrastructure Investment and Jobs Act has been approved by both Houses of Congress and is expected to be signed by President Biden. He noted the City of Springfield has received some inquiries about the local impact of this bill. Mr. Gage explained the bill provides approximately one trillion dollars in new spending for America's infrastructure including rails, transit, ports, transportation, airports, waterways, power grids, electric vehicles, climate resilience, the environment and broadband. He noted the City of Springfield has not received any formal information from any respective federal agency. He further noted the City does not yet know how much may be allocated to the state for local needs or how these allocations will be addressed.

Mr. Gage noted Fire Chief David Pennington provided councilmembers with the Quarterly Fire Safety Report. He further noted this report included features on the Department of Labor Apprenticeship Program approved earlier this fall, expansion of the partnership with Ozarks Technical College, and divisional updates and departmental services statistics.

Mr. Gage announced the Springfield Police Departments' marketing plan for this fall. He noted the Department of Public Information and Civic Engagement is currently working with the Springfield Police Department and Human Resources on a multi-faceted public relations and outreach campaign with more to come on this initiative.

Mr. Gage noted the Mayor's Tree Lighting Holiday show in Park Central Square for Saturday, November 20th. He noted this year's festivities will begin with several free activities starting at 6:00 p.m. and the holiday show will run from 7:00 p.m.- 8:00 p.m. He further noted the holiday show will be broadcasted by KY3.

Mayor McClure expressed his interest in the Federal Infrastructure Investment and Jobs Act. He noted it is too early to know how much money will be received or how Springfield may receive said money.

Councilman Lear acknowledged the Kickapoo High School Boys Cross Country Team for becoming Class 5 District 2 State Champions this year.

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

**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)

Council Bill 2021-271. General Ordinance 6690 was approved with the following vote:
Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

**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)

Councilwoman Romine asked if the flooding concerns related to the development of this property had been taken care of. Jason Gage, City Manager noted once the area is rezoned the developer works to solve these types of issues during the process of developing the property. Brenden Griesemer, Acting Director of Planning and Development responded the developer is required to adhere to all the city storm water regulations.

Council Bill 2021-272. General Ordinance 6691 was approved with the following vote:
Ayes: Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

**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)

Council Bill 2021-273. Special Ordinance 27595 was approved with the following vote:
Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

**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)

Council Bill 2021-274. Special Ordinance 27596 was approved with the following vote: Ayes: Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: None. Abstain: None.

**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.)

Councilmember Romine asked for clarification about the 1% sales tax and who votes on this item. Sarah Kerner, Director of Economic Development noted once City Council approves a Community Improvement District, tax usage for the area goes to a vote by those within the District. She further noted this area does not have residents within the district so it will be a voted on by the property owners.

Council Bill 2021-275. Special Ordinance 27597 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: Romine. Absent: None. Abstain: None.

**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.

Council Bill 2021-276. Special Ordinance 27598 was approved with the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, and McClure. Nays: None. Absent: None. Abstain: None.

**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.

Council Bill 2021-277. Special Ordinance 27599 was approved with the following vote: Ayes: Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, McGull, and McClure. Nays: Romine. Absent: None. Abstain: None.

**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.

Council Bill 2021-278. Special Ordinance 27600 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None. Absent: None. Abstain: None.

**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.

Council Bill 2021-279. General Ordinance 6692 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

**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.

Council Bill 2021-280. General Ordinance 6693 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

**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.

Council Bill 2021-281. Special Ordinance 27601 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

The following bills appeared on the agenda under Resolutions.

**ARPA Review
Committee
Recommendation;
Retention Pay**

Sponsor: Simpson, Hardinger, Lear, and McGull Council Bill 2021-285.

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.

Jason Gage, City Manager provided an overview of the proposed. He noted the proposed was a recommendation from Councils' American Rescue Plan Act (ARPA) Review Committee and relates to full time employees in the Police, Fire and Health Departments.

Mayor Pro Tem Simpson noted the Committee has looked at all the potential funding categories within ARPA. He noted the Committee discussed the best way to utilize these funds to maximize a positive community impact. He noted through citizen input and surveys it was found that public safety was listed as a number two priority with community health and wellness being the top priority. He noted these funds would be spread across three years, which is the duration of time needed to spend this money per the ARPA guidelines. He noted to have the best impact on the community the Committee is working on putting together a comprehensive plan for the remainder of this money to place before City Council. He further noted while considering all factors, the Committee is looking at retaining those first responders who are providing public safety now. He further noted this recognizes and retains the existing first responders while the new recruits finish the Police and Fire Academies.

Councilman Schilling asked for the estimated total cost of the proposed. Mr. Gage noted the net cost is estimated around four million dollars. He explained cost factors vary depending on those who are eligible, timing (new hires, retirements, transfers etc.), social security, and benefits over the three-year period within each department. He further noted the total cost when figuring all cost aspects could add up to roughly six million dollars.

Councilman Hosmer inquired about the process the ARPA Review Committee is planning to utilize going forward. He noted when this Committee was first formed it was expressed that a comprehensive plan of recommendations would be presented for the utilization of all funding versus bringing one item to City Council at a time. He explained the current process does not allow for a full view of funding used for other projects nor specifies additional suggestions in the works. Mr. Gage noted the proposed was a direct recommendation from the ARPA Review Committee. Councilman Hosmer asked about the payment schedule for usage of these funds and whether the money should be presented at the end of the year to encourage retention for those who are eligible. Mr. Gage explained the ARPA Review Committee recommendation to offer a lump sum of retention pay during the first year and then an incremental paycheck over the next two years. He noted the proposed is for the preliminary action to carry out the recommendations. He further noted negotiations would then take place with collective bargaining units.

Mayor McClure asked if this resolution would authorize three lump sum payments as opposed to payments that are spread out. Mr. Gage noted if this is the direction that City Council provides, it would be sufficient for them to move forward.

Mayor Pro Tem Simpson expressed his support for lump sum payments, believing this provides the greatest impact. He noted, the information will not be provided one piece at a time going forward.

Councilman Lear noted his agreement that there is an immediate need for employee retention. He expressed his support for lump sum payments.

An opportunity was given for citizens to express their views.

Chad Davis, President of IFF 152, a representative of the Springfield Firefighters, expressed his support of the resolution and his thanks for the work City Council and the Committee have put in on this issue.

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

Council Bill 2021-285. Resolution 10605 was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

**City Managers
Recommendation
for Mid-Year Pay
Increase**

Sponsor: McClure. Council Bill 2021-286.

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.

Darla Morrison, Director of Human Resources provided an overview of the proposed. She noted this proposed resolution is for the City Manager to proceed with plans to recommend a midyear pay increase for City employees and authorize staff to proceed

with preliminary actions necessary to prepare the recommendation for mid-year pay increases. She noted City employees continued to demonstrate significant dedication and resilience in delivering public services to the citizens of Springfield during the pandemic.

Ms. Morrison noted a review of the City's current finances was conducted. The City's financial position after the first quarter of this fiscal year allows the City Manager to recommend funding for a mid-year pay increase for City employees. She noted approval of this resolution will not adopt the recommended pay increase but would express City Council's support for City staff to negotiate the proposed with the collective bargaining unit representatives and prepare mid-year pay increase recommendation for non-union employees. She further noted this would allow City employees to prepare appropriate ordinances to bring to the City Council for review and consideration. She explained in order to implement the necessary steps required to execute the mid-year pay increase, negotiations would need to conclude by December 15, 2021 so the mid-year pay increase can occur in mid to late January of 2022.

Councilwoman Romine asked how much the proposed would cost to implement. Ms. Morrison noted the cost is currently unknown as the proposed requires negotiation with the unions. Councilwoman Romine expressed her wishes for a way that all citizens affected by the pandemic could be represented financially.

Mayor Pro Tem Simpson noted his support of the proposed. He expressed his thoughts about the economic growth seen through the City. He mentioned the proposed is a step that will allow for much deserved raises. He expressed his appreciation for the City employee's hard work.

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

Council Bill 2021-286. Resolution 10606 was approved with the following vote: Ayes: Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: None. Abstain: None.

**Adopting the City
of Springfield's
Legislative
Priorities for 2022**

Sponsor: McClure. Council Bill 2021-287.

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

Jason Gage, City Manager provided an overview of the proposed. He explained Legislative Priorities are presented each year to City Council and why these priorities are used to communicate changes for the City in the upcoming year. He explained the general priorities section which included avoiding unfunded mandates, promotion of public safety, economic vitality, fiscal sustainability, and quality of place. Mr. Gage noted the specific priorities for the upcoming year.

Councilman Hosmer articulated his thoughts on mental health, treatment services, and public safety. He noted the Springfield community is being hit hard in these fields and mentioned the stress imposed on law enforcement when mental health services are

unavailable. He emphasized the importance of funding for mental health and treatment services. He noted how nuisance properties relate to crime and public safety. He expressed his hopes the changes within the legislation will allow for expedited procedures to alleviate these issues within the community.

Mayor McClure expressed his thoughts on mental health. He noted funding for mental health is the key to starting the road to recovery. He noted mental health funding has changed over the years, but Springfield has strong behavioral health services within the community. He noted mental health funding is a top priority for upcoming year.

Mayor Pro Tem Simpson expressed his opinion on behavioral health and mental health access. He mentioned this access is a way to start addressing some of the systemic causes behind public safety. He expressed his thoughts about nuisance properties and how it is connected to the public safety concerns in the City.

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

Council Bill 2021-287. Resolution 10607 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.

Approving the Second Amendment to the Redevelopment Plan for Beverly Lofts Redevelopment Area

Sponsor: Schilling. Council Bill 2021-288.

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.)

Sarah Kerner, Director of Economic Development provided an overview of the proposed. She noted the proposed encourages redevelopment of blighted areas by providing partial real property tax abatement. She explained the applicant must demonstrate the redevelopment area is blighted, and the proposed redevelopment

project will provide a measurable public benefit. She noted the proposed area is near East Cherry Street and South Kimbrough Avenue. She further noted this area is under one acre and is zoned for high-density multi-family residential. She explained phase one of this plan was completed in 2018 and included the rehabilitation and conversion of the existing structure. Ms. Kerner noted phase two of the redevelopment plan was left undefined so an amendment could be completed prior to construction of the eighteen-unit, three story multi-family residential apartment building. She explained the twenty-five-year partial property tax abatement incentive and the impact to taxing jurisdictions. She noted for the first ten years the developer would receive 100% abatement on increased property values and years 11-25 the developer would receive 50% abatement on increased property values. She further noted the proposed is to request the approval of the Amendment to Beverly Lofts Redevelopment Plan which defines Phase 2 of the project and analyzes the developer's financial need for the incentive.

Councilman Hosmer asked how long the tax abatement would be. Ms. Kerner noted this abatement is twenty-five years. Councilman Hosmer inquired if the developer would have increased property taxes over the next twenty-five years. Ms. Kerner reiterated for the first ten years this would be true and years 11-25 the developer would pay half. Councilman Hosmer noted Ms. Kerner's calculation of the benefits to the jurisdiction is based on if there is an appreciation of the value of the property. Ms. Kerner noted this is correct and there would be approximately a 2% increase during each reassessment. Councilman Hosmer asked if this was a reasonable expectation for this property to increase in value over the course of twenty-five years. Ms. Kerner noted this is a standard property appreciation value. Councilman Hosmer asked for more information regarding rental properties and single-family homes percentages from the past eight years. Ms. Kerner noted she would gather the requested information.

Matthew Wine, representative for the developer, spoke in support of the proposed.

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

Sponsor: McGull. Council Bill 2021-289.

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.

Bob Hosmer, Principal City Planner provided an overview of the proposed. He noted the Planning and Zoning Commission initiated amendments to the existing Interstate Highway Commercial Sign District on October 7, 2021. He noted there are 6 locations in the City that are in this district. He noted the purpose of the Interstate Highways Commercial Sign District is to permit larger and taller detached signs in proximity to

**Amending
Springfield City
Code, Land
Development
Code**

the intersection of qualifying major commercial streets due to the commercial activity located at these intersections. He noted the current code allows for a 70-foot-tall sign in this area with a maximum effective area of 600 square feet based on street frontage and street classifications. He noted the proposed is for changes to this section which include adding one new area (Mulroy Road and Interstate 44), renaming the section to Freeway Commercial Sign District, and reorganizing the section to provide clarity for implementation.

Councilman Schilling asked about the density of these signs. Mr. Hosmer noted the density depends on the property and the frontage along the placement area.

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
Springfield City
Code, Chapter 2;
Electronic Votes**

Sponsor Ollis. Council Bill 2021-290.

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.

Janelle Manley, Police & Fire Pension Board Administrative Director provided an overview of the proposed. She explained the goal of the proposed is to have more people involved with voting for representatives. She noted the proposed would update the system and make voting easier and convenient for people to vote.

Councilwoman Romine asked about the voting app security. Ms. Manley explained this would adapt the same system that Missouri LAGERS Retirement use. She noted the system has things in place that prevent multiple votes and individual who receive the link will be the only ones that are able to vote

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

**Schedule of
Equipment No. 3**

Sponsor: Lear. Council Bill 2021-291.

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.

David Holtmann, Director of Finance provided an overview of the proposed. He noted the proposed is for the City to enter into a 3rd lease agreement with Central Bank

to finance equipment and improvements needed within the Parks Department and the Information Systems Department. He noted the proceeds from financing will be used to purchase parks equipment and information services security protocols equipment. He noted the City has entered into these lease agreements for ten years. He further noted it is a valuable tool in acquiring much needed capital equipment at a favorable interest rate. Mr. Holtmann noted the lease schedule totals over \$705,000 and will require the City to make payments for five years. He further noted at the end of five years, the City will own the equipment.

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

**Special Obligation
Refunding Bonds;
Refund the City's
Special Obligation
Bonds**

Sponsor: Ollis. Council Bill 2021-292.

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.

David Holtmann, Director of Finance provided an overview of the proposed. He noted this is the second series of bonds brought forward to City Council. He noted the proposed is for issuance of refunding bonds up to \$16,000,000 to refund the City of Springfield's 2012 Special Obligation Bond. He further noted after refinancing there is about an eleven and half percent savings on the issuance and about \$2,000,000 savings on the sanitary and sewer fund.

Mayor Pro Tem Simpson expressed his excitement for the proposed saving taxpayer money.

Councilwoman Romine expressed her support for saving taxpayer money.

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

**Amending City
Code, Chapter 2;
Establishing a new
Section 2-484**

Sponsor: Lear. Council Bill 2021-294.

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.

Lance Roskens, Assistant City Attorney provided an overview of the proposed. He explained the proposed would amend City ordinances regarding the Police and Fire Pension Plan. He noted the goal of the proposed would allow those individuals who

have twenty-five years of service, whether in Police or Fire Departments, to be able to retire and receive pension, then come back and work for the City if they desire. He currently noted the City pension plan does not have a provision that allows for these types of specific in-service distributions. He further noted the Police and Fire Pension Board is scheduled to vote on recommending this through the Council.

Councilman Ollis complemented the staff on their work to put this together. He asked if the person can retire and then return to the same position. Mr. Roskens noted the individual can retire and reapply to any position within the City. He noted some details to the proposed are in the process of being worked out. He further noted some details will involve negotiations with the Springfield Police Officers Association Bargaining Unit. Councilman Ollis asked how long the process for a person is to be rehired once they have retired. Mr. Roskens noted it depends on the position. He further noted those details are still in the works. Councilman Ollis expressed his concern the City could lose those retired individuals willing to work if the rehiring process takes too long.

Jason Gage, City Manager clarified that some positions may have a promotional list. He explained the various factors and details that may complicate the rehiring process. He noted these details are still being worked out amongst the department.

Councilman Lear noted the proposed is something Council has asked for over a period of time. He further noted the proposed will allow the Council to talk more about policies that will allow the City to retain officers.

Councilman McGull expressed his belief the process will be flawless once the details are more concrete.

Councilman Hosmer expressed his hope the proposed will bring back those officers who were disincentive to stay with the City because of pension issues.

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

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

Appeared

Susan Carter addressed City Council. She expressed her opinions on health freedoms. She noted information provided by the Center for Disease Control and Prevention regarding natural immunity and herd immunity. She expressed her concerns about the mandates put into place for those who are not vaccinated.

Appeared

Duane Keys addressed City Council. He voiced his excitement for the investment coming to the Grant Street Corridor. He expressed his frustrations about a nuisance property within his neighborhood and the issues faced when reporting violations to the City. Mr. Keys referenced City Council's priorities for the upcoming year and how he feels regulations and building safety codes should be handled.

Councilman Ollis inquired about the property referenced by Mr. Keys. He asked if this property follows the guidelines for buildings which have boarded windows and if this was the same property referenced during previous council meetings. Jason Gage, City Manager noted nuisance properties have been an issue through the City. He explains there are certain legal actions that must be considered when approaching these types of properties. He mentioned there are certain criteria a property must fall under before the City can act against the property owners. He explained this certain property does not meet that criteria. Dwayne Shmel, Director of Building Development Services noted the current condition of the mentioned property does not require any of the extremities to be boarded. He further noted this building is secure and follows the City Building Codes.

Appeared

Julie Bloodworth addressed City Council. She expressed her frustration about a nuisance property in her neighborhood. She explains this property has a history of complaints against it on file with the City. She noted the recent process this property has gone through with the City and how progress has not been made to address the issues. She further noted the need for change to policies and procedures to address nuisance properties and maintenance code violations.

Councilman Ollis asked City staff about past discussions on vacant property registration, rental registration, and inspections programs and if those talks are still in process. Brenden Griesemer, Assistant Director of Planning and Development noted these items are in discussion amongst the Neighborhoods Advisory Committee and will bring forward proposals once more information has been gathered.

Councilman Hosmer inquired if there has been criminal activity at the mentioned property. Jason Gage, City Manager noted at this time he not aware of any police activity at this location. Councilman Hosmer asked if the condition of the property could invite criminal activity. Mr. Gage noted this property is secured and follows City Code. He explained the legal actions that must be utilized in the approached to nuisance properties. Councilman Hosmer expressed his concerns about nuisance properties and criminal conduct within the City. Mr. Gage ensured changes are on the way as policies and procedures are being evaluated within the Building Development Code.

Mayor McClure noted he would work with Mr. Gage on a City Council study session for this topic.

Councilman McGull expressed his support for a study session to take a comprehensive look at the issues throughout the city to better understand the changes that are needed.

Appeared

Lisa Meeks addressed City Council. She noted the process for picking a new city flag. She expressed her disapproval of the process utilized to collect public opinion on the subject matter. She voiced her opinion on the old city flag and what it meant to her.

Appeared

Don Underwood addressed City Council. He noted recent conversations amongst his church group about climate change. He expressed his opinion about the importance of

working to improve heat trapping pollution from the use of fossil fuels and promoting efficient uses of water and energy. He expressed his belief now is the time for the City to take action toward climate change for the sake of the communities, businesses and future generations.

Appeared

Sharon Taylor Gullett addressed City Council. She shared her thoughts about recent incidents which have affected public safety in her neighborhood. She expressed her neighborhood associations thoughts about partnering with the City to create safer places. She expressed her concerns about the vacancies within the Springfield Police Department and the overall safety in Springfield.

Councilman McGull thanked Ms. Gullett for her comments. He noted his thoughts on the issues reported by his constituents. He expressed his expectations from the recent retreat councilmembers attended which addressed the issue of crime and safety.

Appeared

Susan Brummell Belcher addressed City Council. She expressed her concern about crime in her neighborhood. She explained her residency in Springfield, why she chose her neighborhood and how it has changed over the years. She noted different ways to make her area safer and explained barriers which have prevented implementation of neighborhood plans. She further noted solutions to these barriers and ways the neighborhood is willing to help.

Appeared

Mike Brother addressed City Council. He spoke on the safety issues seen in his neighborhood. He noted there is an increase of various types of crimes and threats within his area. He expressed his understanding that City Council is working on these issues. He noted the neighborhood association will be working with Springfield Police Department to help improve lighting on his street. He expressed his feelings about the ability of the community to work against these crimes.

Did Not Appear

John Hawkins did not appear to address City Council.

Appeared

Summer Massey addressed City Council. She noted next week many will take a moment to focus on things they are thankful for. She expressed her thankfulness and appreciation for the City Councilmembers for their time and talents to help the community become better.

Geoffrey Butler submitted comments to the City Council. He expressed his concern for the “Fee in Lieu of building sidewalks”. He noted his opinion about the fee increase limit and his suggestions about what the owner should be billed.

David Stoke submitted comments to the City Council. He submitted his ideas regarding community improvement districts and other taxing-districts subsidies.

NEW BUSINESS

Recommended

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

UNFINISHED BUSINESS

MISCELLANEOUS

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

**City Utilities to
Dispose of
Property; 614 West
Division Street**

Sponsor: Romine. Council Bill 2021-295.

A special ordinance authorizing 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)

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

**Accepting Grant
Funds; Missouri
Department of
Public Safety
Officer of
Homeland
Security**

Sponsor: Hardinger. Council Bill 2021-296.

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.

Council Bill 2021-296. Special Ordinance 27602 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None. Absent: None. Abstain: None.

**Purple Burrito
Liquor License**

Sponsor: Schilling. Council Bill 2021-297.

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.

Council Bill 2021-297. Resolution 10608 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None. Absent: None. Abstain: None.

The following bills appeared on the agenda under Consent Agenda Second 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)

Council Bill 2021-282. Special Ordinance 27603 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None. Absent: None. Abstain: None.

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)

Council Bill 2021-283. Special Ordinance 27604 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None. Absent: None. Abstain: None.

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)

Council Bill 2021-248. Special Ordinance 20605 was approved with the following vote:
Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None. Absent: None. Abstain: None.

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

Confirmed 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.

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

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

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. Schilling, Simpson, Ollis, Lear, Hardinger, Romine, McGull, and McClure. Nays. Hosmer. Absent. None. Abstain. None. The meeting adjourned at 8:55 p.m.

Prepared by
Lauren M. Fischer

Anita J. Cotter, CMC/MRCC
City Clerk

November 16, 2021
Springfield, Missouri

The City Council met in special session November 16, 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, Heather Hardinger, and Ken McClure. Absent: None.

Closed Session

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

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

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

November 23, 2021
Springfield, Missouri

The City Council met in special session November 23, 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, Matthew Simpson, Craig Hosmer, Richard Ollis, Heather Hardinger, and Ken McClure. Absent: Angela Romine, Mike Schilling, and Andrew Lear.

Closed Session

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

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

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

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.

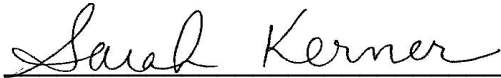
REMARKS: The Planning and Zoning Commission and City staff recommend approval.

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

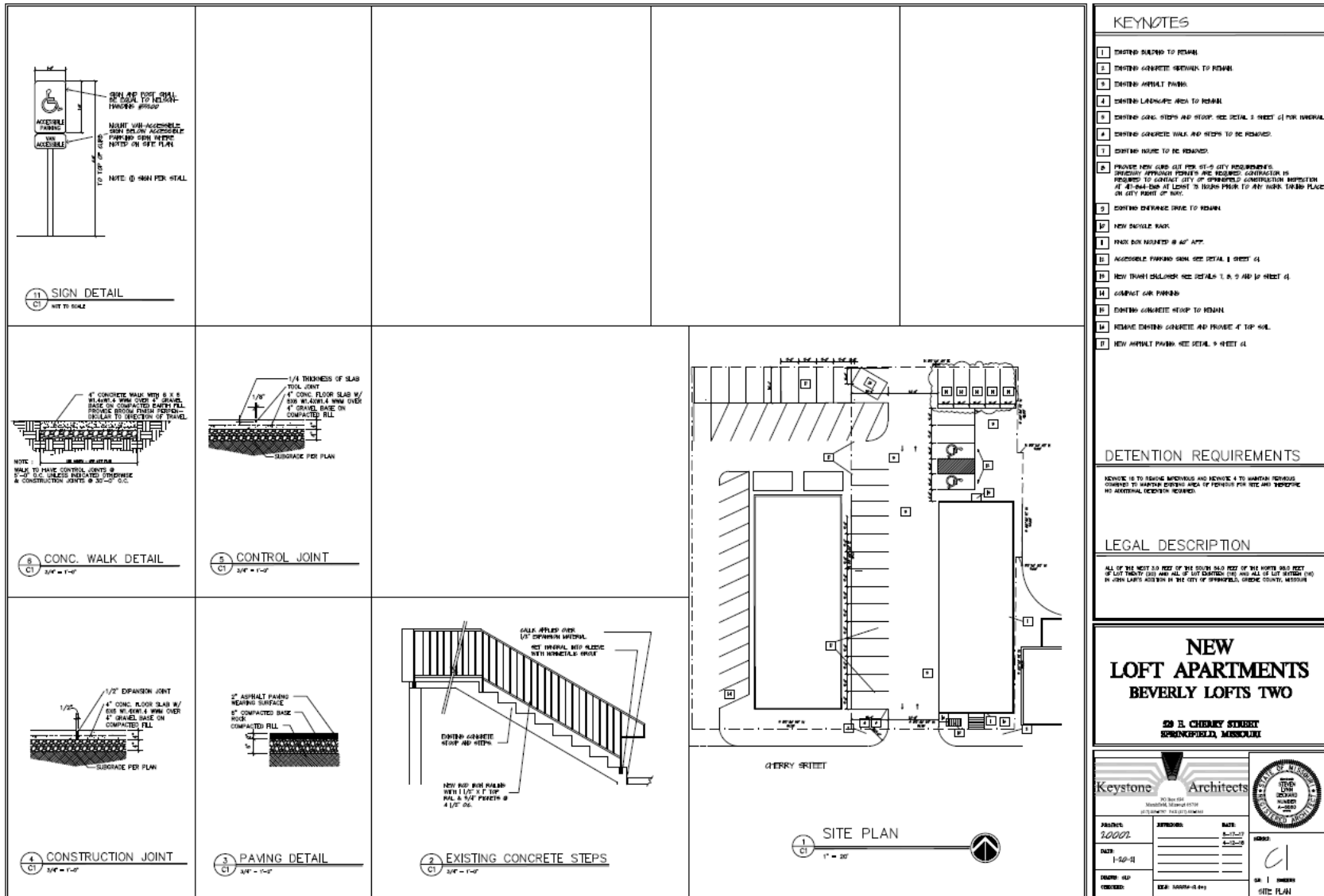
Floor Plan.....	Exhibit B
Elevations / Renderings	Exhibit C
Tax Impact Analysis.....	Exhibit D
Estimated Construction Costs	Exhibit E
Original Blight Report and Redevelopment Plan	Exhibit F
Appraisal (provided under separate cover)	Exhibit G

Exhibit A

Site Plan

[please see attached]

Exhibit A-1



KEYNOTES

- 1 EXISTING RAILING TO REMAIN
- 2 EXISTING CONCRETE RETENTION TO REMAIN
- 3 EXISTING ASPHALT PAVING
- 4 EXISTING LANDSCAPE AREA TO REMAIN
- 5 EXISTING CONC. STEPS AND RAMP. SEE DETAIL 2 SHEET 4 FOR INTERVAL
- 6 EXISTING CONCRETE WALK AND STEPS TO BE REMOVED
- 7 EXISTING RAMP TO BE REMOVED
- 8 PROVIDE NEW CONC. GUT PER 61-9 CITY ROADWAY'S. EXISTING APPROACH PAVEMENT AND REQUIRED CONSTRUCTION IS REQUIRED TO EXISTING CITY OF SPRINGFIELD CONSTRUCTION INSPECTION AT 40-000-000 AT LEAST 10 FEET PRIOR TO ANY WORK. TO BE PLACED ON CITY PART OF ROAD.
- 9 EXISTING CONCRETE DRIVE TO REMAIN
- 10 NEW DRIVEWAY RAMP
- 11 EXISTING DRIVEWAY RAMP SEE DETAIL 1 SHEET 4
- 12 ACCESSIBLE PARKING SIGN SEE DETAIL 1 SHEET 4
- 13 NEW TRUNK EXCHANGER SEE DETAILS 1, 2, 3 AND 10 SHEET 4
- 14 EXISTING CONC. DRIVEWAY
- 15 EXISTING CONCRETE DRIVEWAY
- 16 EXISTING CONCRETE DRIVEWAY
- 17 NEW ASPHALT PAVING SEE DETAIL 3 SHEET 4

DETENTION REQUIREMENTS

VEHICLE IS TO BE DETAINED AND VEHICLE 4 TO BE DETAINED. CONSIDER TO DETAIN EXISTING AREA OF DETENTION FOR SITE AND DETENTION. NO DETENTION. DETENTION.

LEGAL DESCRIPTION

ALL OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE LOT TWENTY (20) AND ALL OF THE LOT TWENTY (20) AND ALL OF THE LOT TWENTY (20) IN THE CITY OF SPRINGFIELD, MASSACHUSETTS.

NEW LOFT APARTMENTS BEVERLY LOFTS TWO

50 S. CHERRY STREET
SPRINGFIELD, MASSACHUSETTS

Architects 10000	DATE 1-10-11	
DRAWN BY (signature)	DATE 1-10-11	SCALE 1/8" = 1'-0"
PROJECT NEW LOFT APARTMENTS BEVERLY LOFTS TWO		SHEET 1 OF 1

Exhibit A-2

Exhibit B

Floor Plan

[please see attached]

Exhibit B-1

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

		A4
PROJECT: 10002	DATE: 1-29-11	
DESIGNER: H.P.	DATE: 1-29-11	
CONTRACTOR: H.P.	DATE: 1-29-11	



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	

Exhibit D-6

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		

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	\$ 94,689.33	\$ 94,689.33	\$ 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

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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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Exhibit F-2

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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										5.4805
					0.6177	0.2471	0.1500	0.1137	0.1137	0.0300	0.0473	4.1110	0.0500		
Plan	Calendar	Total Land	Total Imp.	Land (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	50,217	22,059	\$ 446	\$ 179	\$ 108	\$ 82	\$ 82	\$ 22	\$ 34	\$ 2,971	\$ 36	\$ -	\$ 3,981
2.0	2019	21,838	49,715	21,838	442	177	107	81	81	21	34	2,942	36	-	3,921
3.0	2020	21,838	49,715	21,838	442	177	107	81	81	21	34	2,942	36	-	3,921
4.0	2021	21,820	49,218	21,820	438	175	106	81	81	21	34	2,912	35	-	3,882
5.0	2022	21,820	49,218	21,820	438	175	106	81	81	21	34	2,912	35	-	3,882
6.0	2023	21,404	48,726	21,404	433	173	105	80	80	21	33	2,883	35	-	3,843
7.0	2024	21,404	48,726	21,404	433	173	105	80	80	21	33	2,883	35	-	3,843
8.0	2025	21,190	48,238	21,190	429	172	104	79	79	21	33	2,854	35	-	3,805
9.0	2026	21,190	48,238	21,190	429	172	104	79	79	21	33	2,854	35	-	3,805
10.0	2027	20,978	47,756	20,978	425	170	103	78	78	21	33	2,826	34	-	3,767
11.0	2028	20,978	47,756	20,978	425	170	103	78	78	21	33	2,826	34	-	3,767
12.0	2029	20,768	47,278	20,768	420	168	102	77	77	20	32	2,797	34	-	3,729
13.0	2030	20,768	47,278	20,768	420	168	102	77	77	20	32	2,797	34	-	3,729
14.0	2031	20,560	46,806	20,560	416	166	101	77	77	20	32	2,769	34	-	3,692
15.0	2032	20,560	46,806	20,560	416	166	101	77	77	20	32	2,769	34	-	3,692
16.0	2033	20,355	46,337	20,355	412	165	100	76	76	20	32	2,742	33	-	3,655
17.0	2034	20,355	46,337	20,355	412	165	100	76	76	20	32	2,742	33	-	3,655
18.0	2035	20,151	45,874	20,151	408	163	99	75	75	20	31	2,714	33	-	3,619
19.0	2036	20,151	45,874	20,151	408	163	99	75	75	20	31	2,714	33	-	3,619
20.0	2037	19,950	45,415	19,950	404	162	98	74	74	20	31	2,687	33	-	3,582
21.0	2038	19,950	45,415	19,950	404	162	98	74	74	20	31	2,687	33	-	3,582
22.0	2039	19,750	44,961	19,750	400	160	97	74	74	19	31	2,660	32	-	3,547
23.0	2040	19,750	44,961	19,750	400	160	97	74	74	19	31	2,660	32	-	3,547
24.0	2041	19,553	44,512	19,553	396	158	96	73	73	19	30	2,634	32	-	3,511
25.0	2042	19,553	44,512	19,553	396	158	96	73	73	19	30	2,634	32	-	3,511
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)	\$ (8,782.10)	\$ (8,782.10)	\$ (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	\$ 54,118.31	\$ 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	(132,305)
	<u>2,072,775</u>
Debt Payoff	(551,461)
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	(119,930)
	<u>1,878,907</u>
Debt Payoff	(551,461)
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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Exhibit F-27

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)

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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)

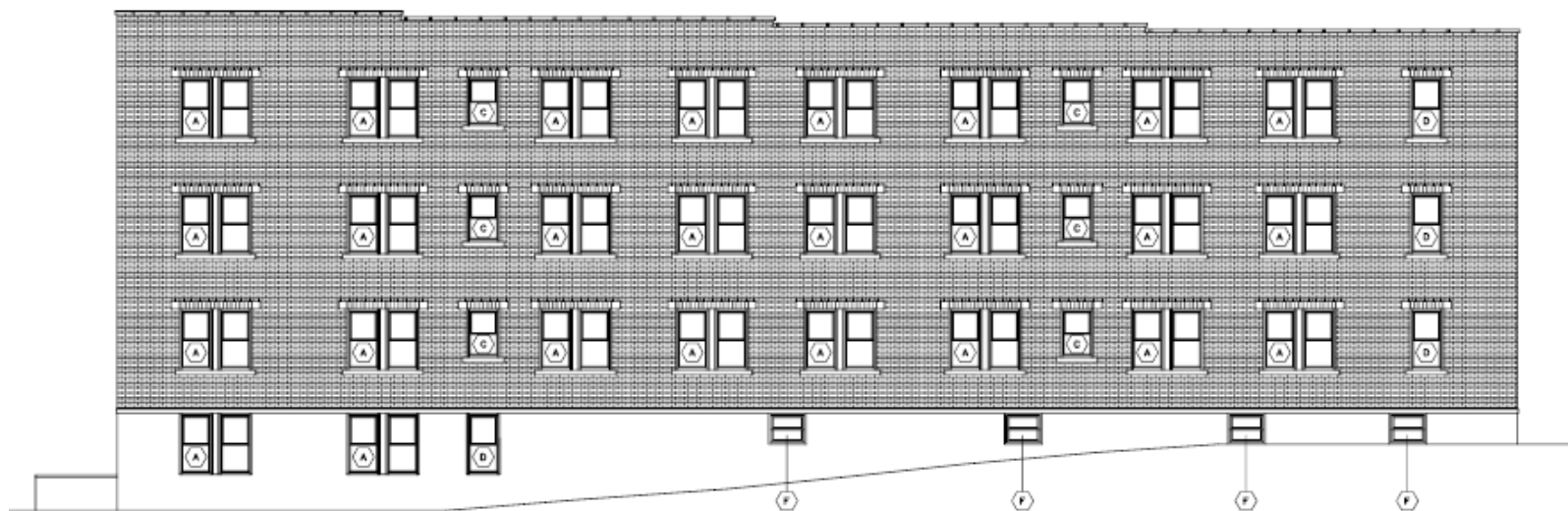
Historic Tax Credit Equity Estimates			
Total Construction Costs:	\$ 2,027,245.00	FHTC:	20%
Less Non QRE Cost	\$ 248,250.00	FHTC Price \$	0.80
Total Est. QREs:	\$ 1,778,995.00	SHTC:	25%
		SHTC Price \$	0.92
FHTC Equity:	\$ 284,639.20		
SHTC Equity:	\$ 409,168.85		
Total Est. HTC Equity:	\$ 693,808.05		
Developer Cash into Project	\$ 421,176.70		
Combined Developer Equity	\$ 1,114,984.75		

EXHIBIT G
[REDEVELOPMENT PLANS AND SPECS]

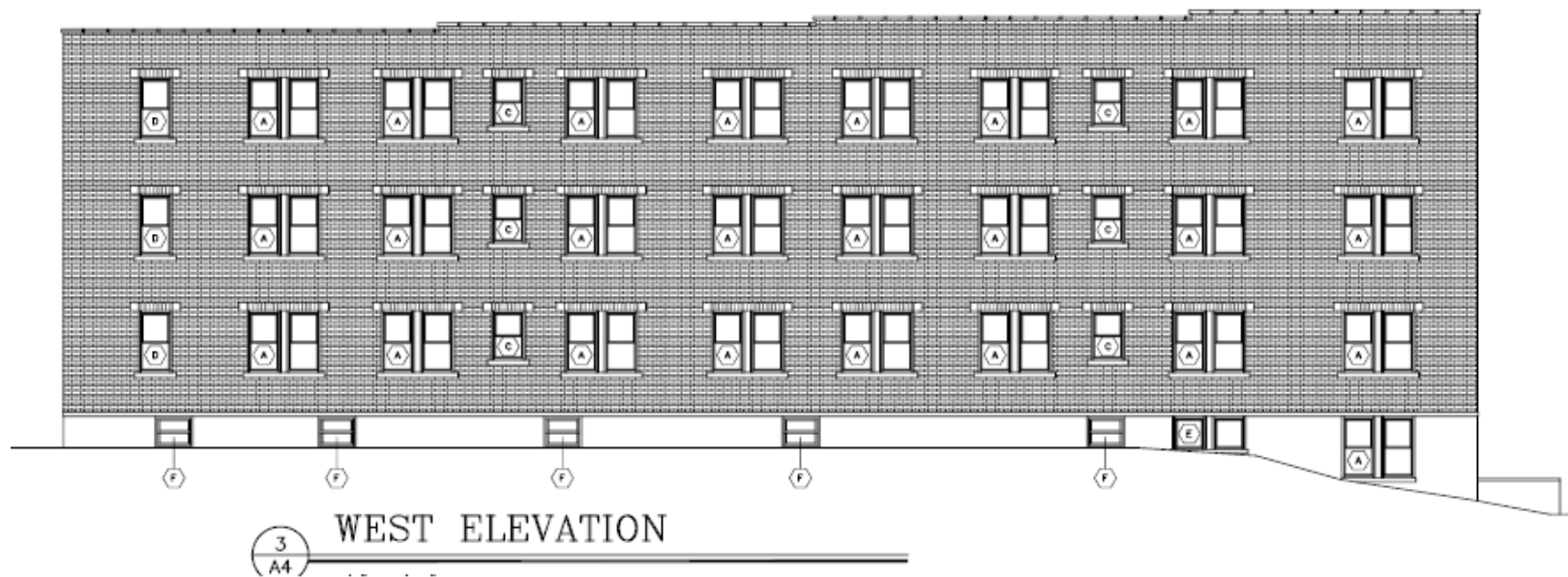
39 of 89

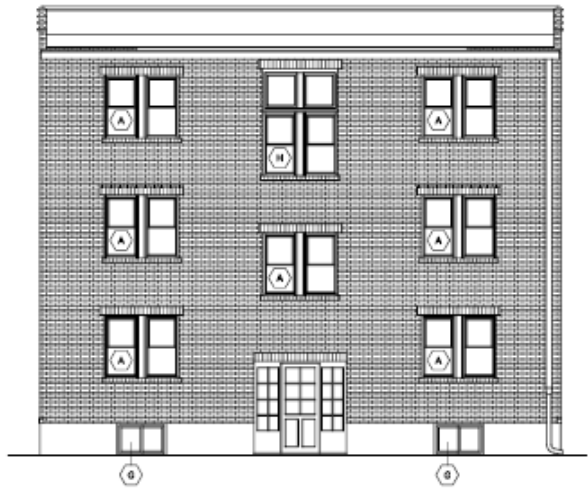
Exhibit F-31

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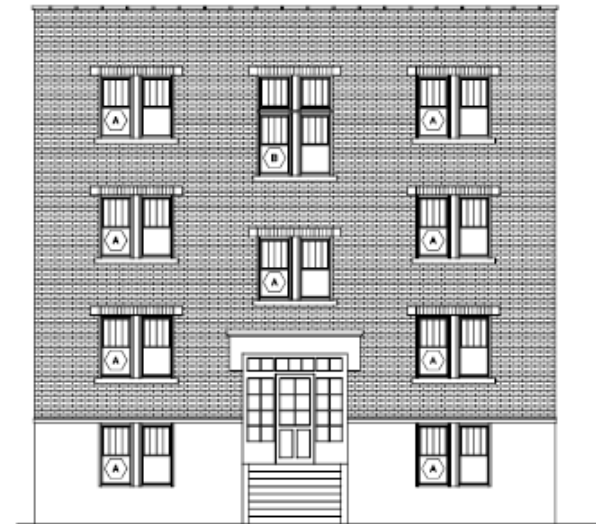


4 EAST ELEVATION

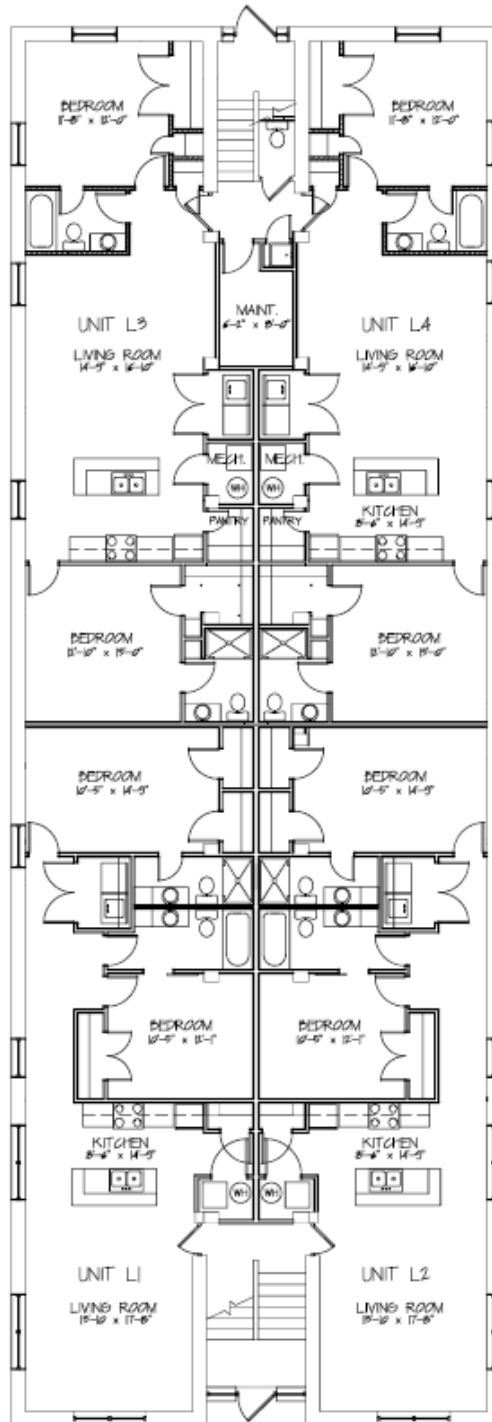




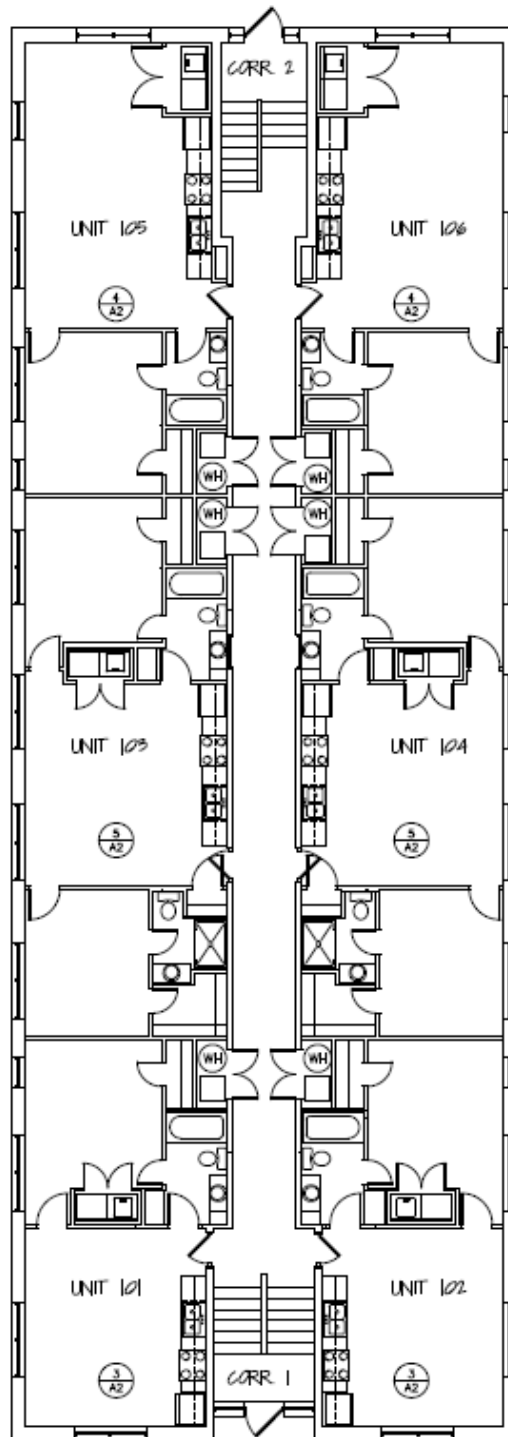
2 NORTH ELEVATION



1 SOUTH ELEVATION

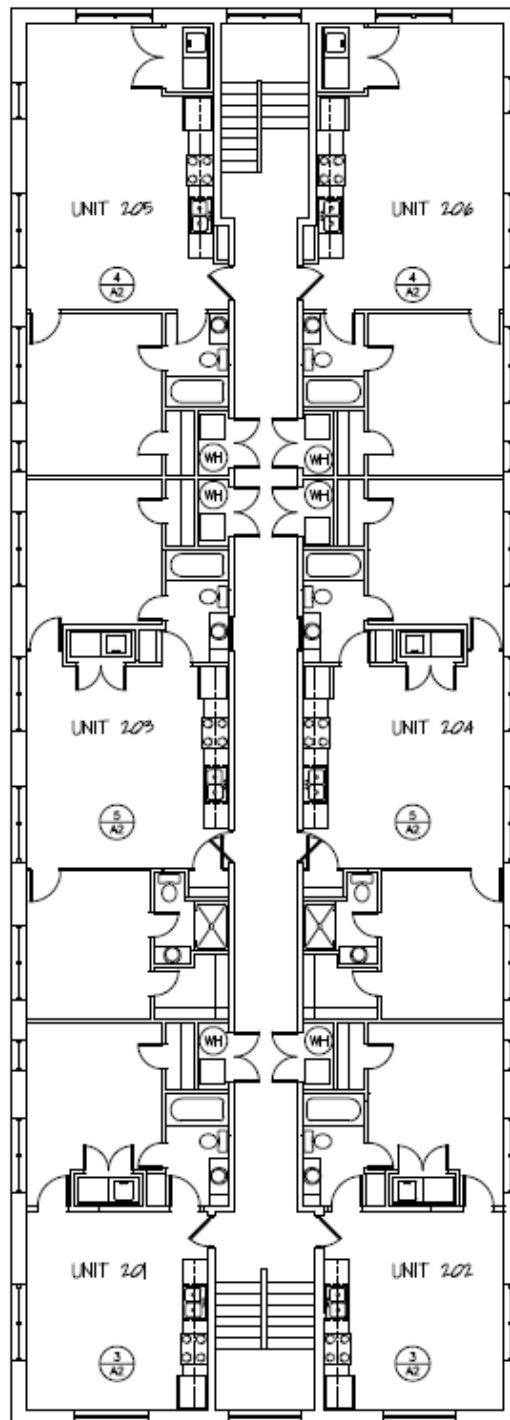


BASEMENT of 89
FLOOR PLAN



2
 A2
 FIRST
 FLOOR PLAN
 1/8" = 1'-0"
 45 of 88

Exhibit F-37



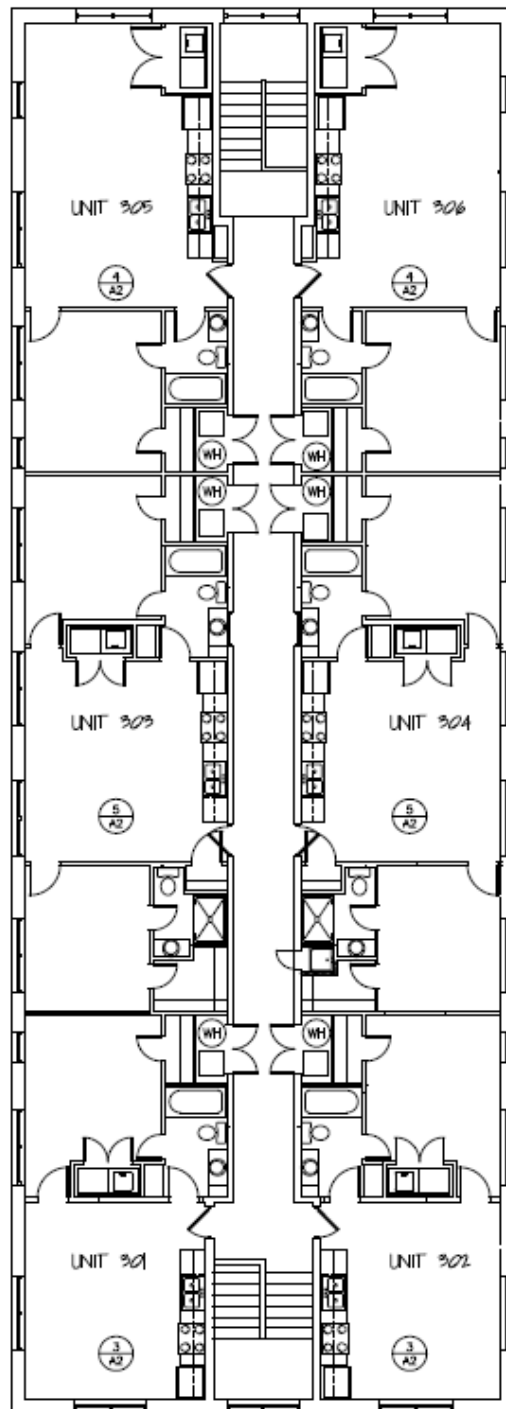
SECOND
FLOOR PLAN

3
A2

1/8" = 1'-0"

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Exhibit F-38



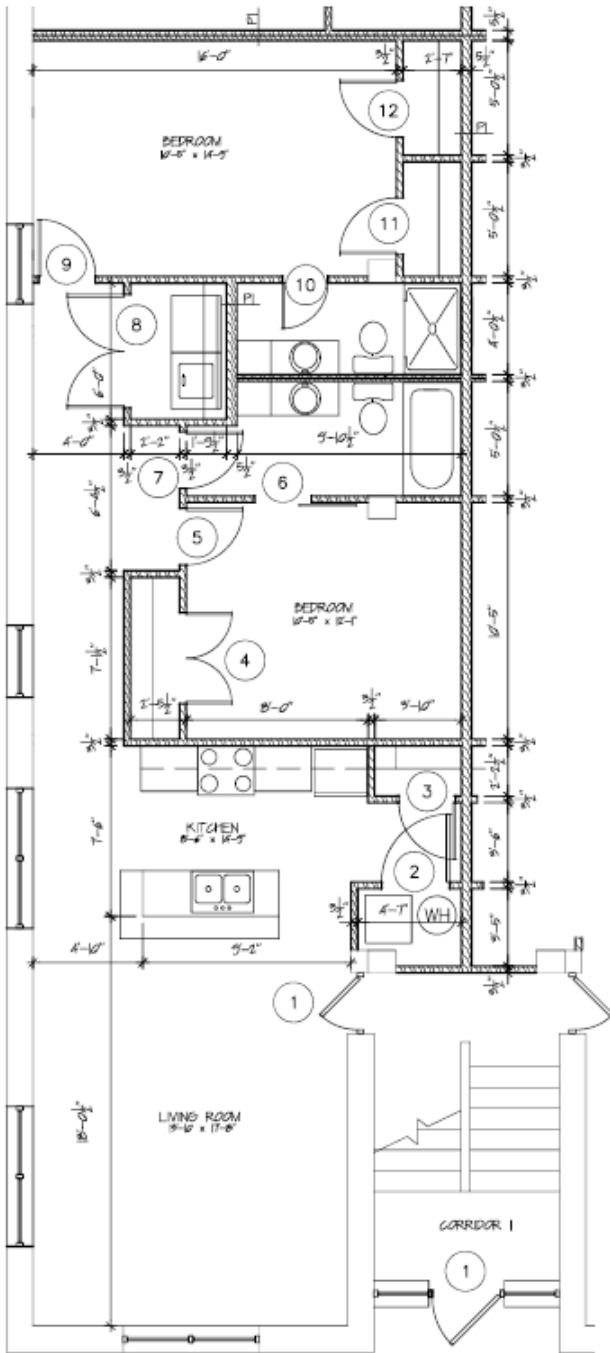
THIRD
FLOOR PLAN

4
A2

1/8" = 1'-0"

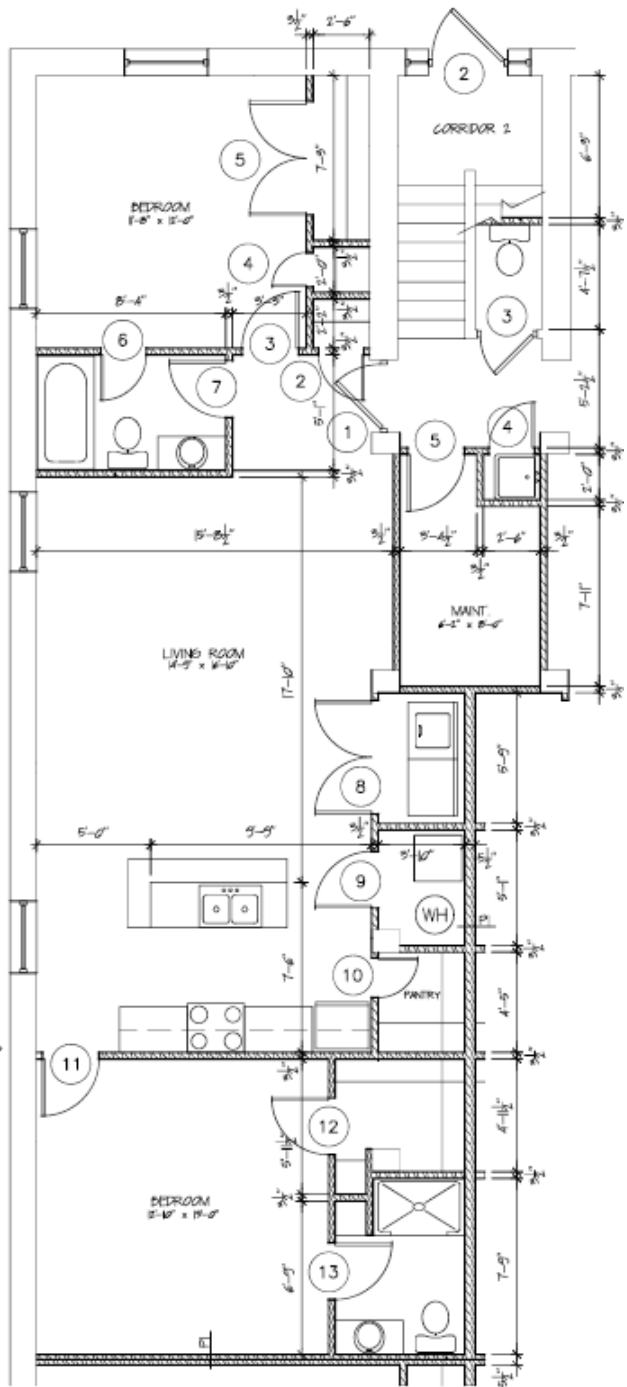
47 of 80

Exhibit F-39



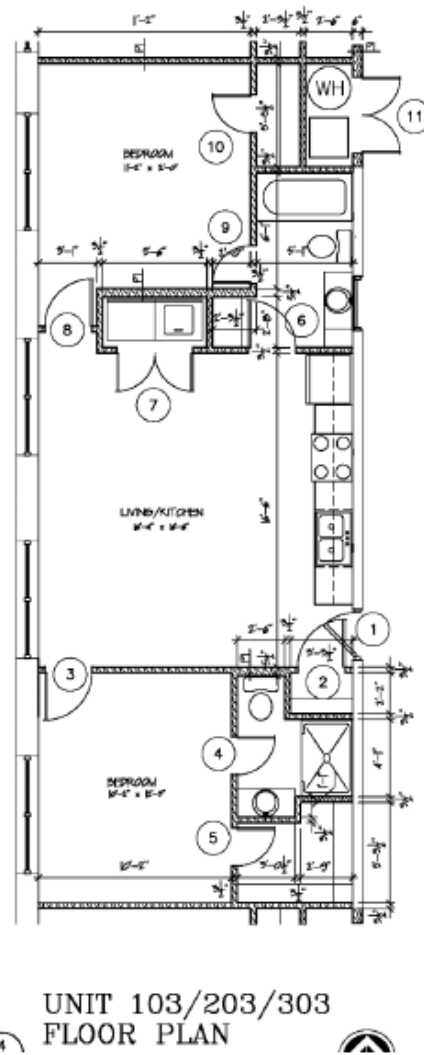
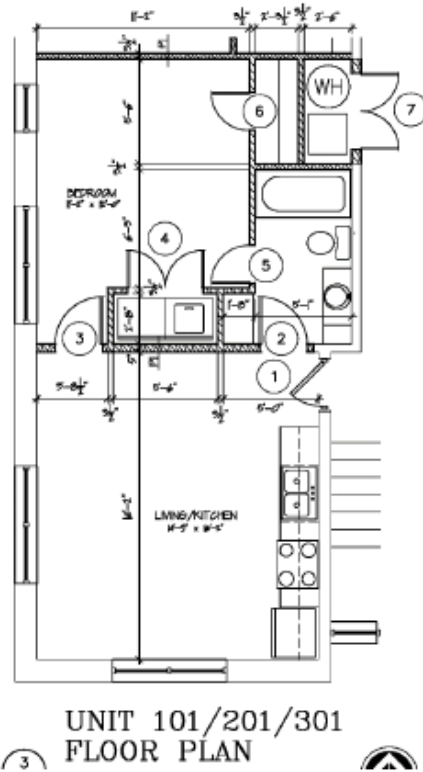
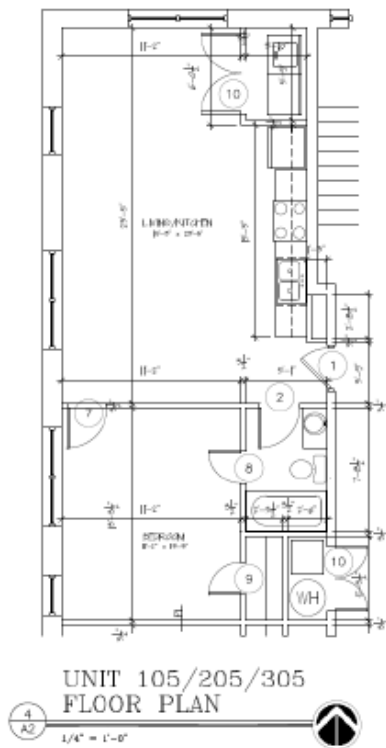
UNIT L1
FLOOR PLAN

1
A.3



UNIT L3
FLOOR PLAN

2
A.3



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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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EXHIBIT A – Legal Description of Redevelopment Area

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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)
)
COUNTY OF GREENE) ss.

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

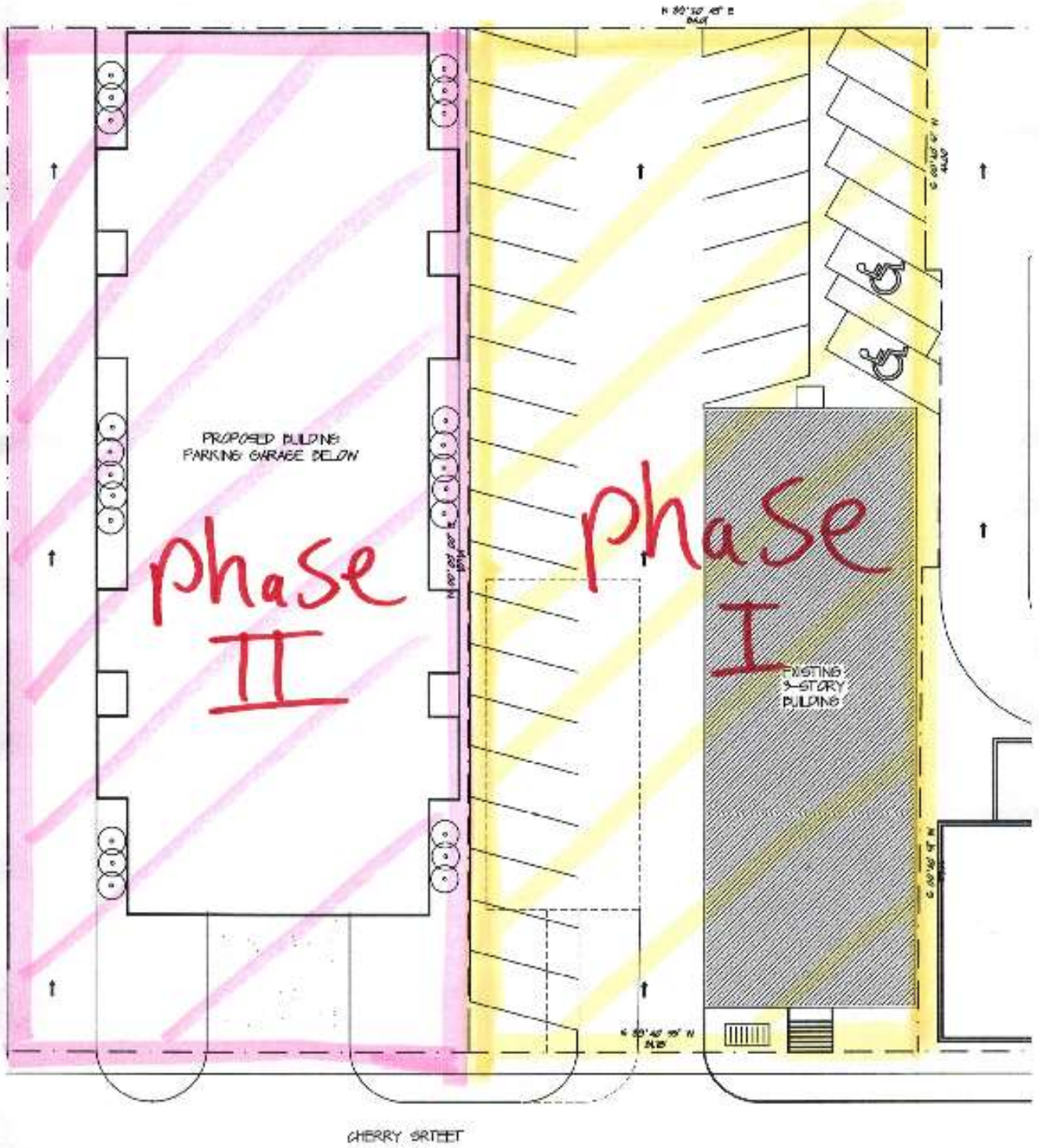


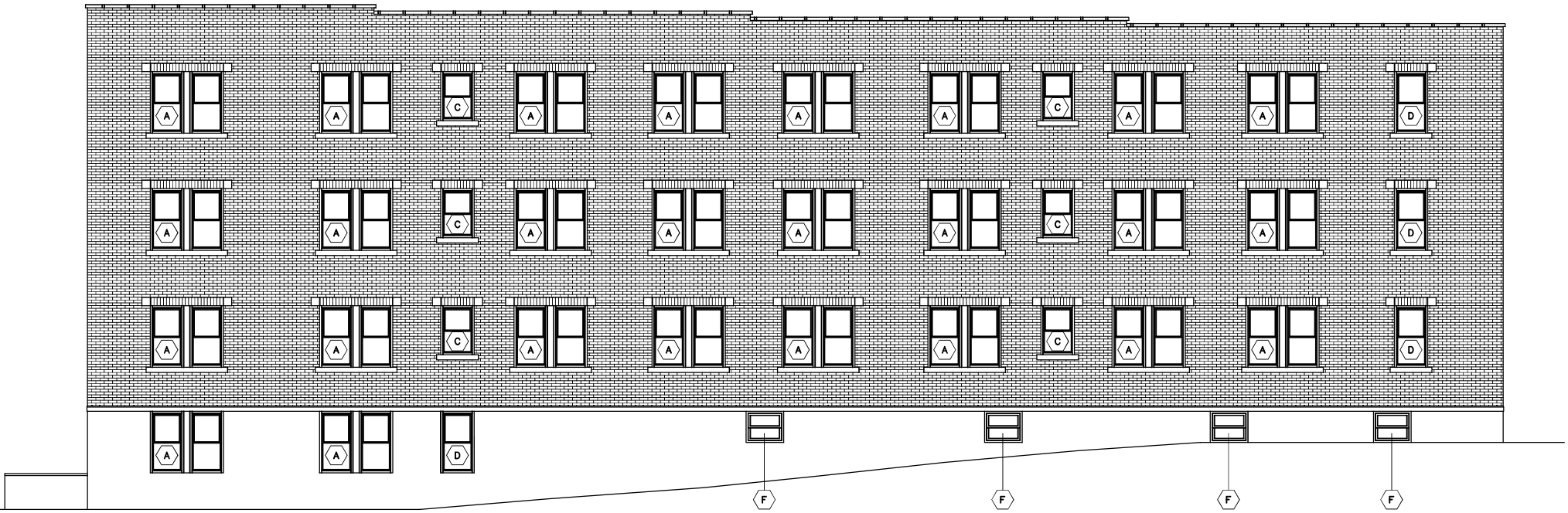
EXHIBIT B

LEGAL DESCRIPTION

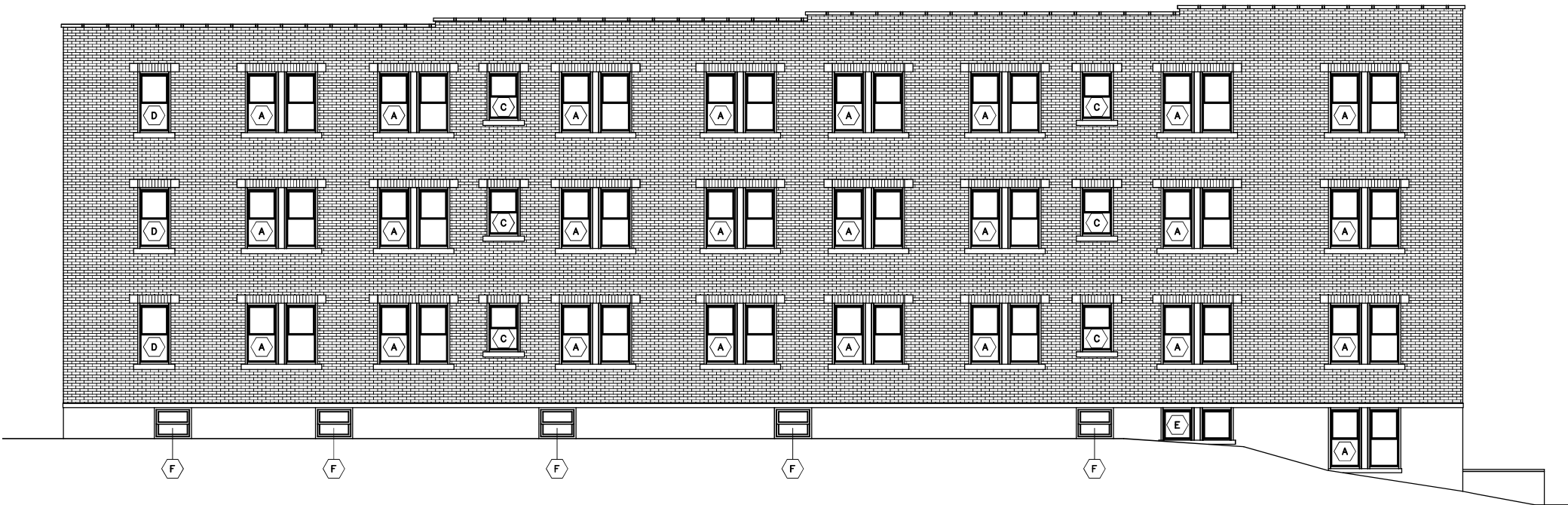
LAIRS ADDITION, JOHN LOT 16, 18 AND WEST 3 FEET SOUTH 54 FEET NORTH 98 FEET LOT 20, IN SECTION 24, TOWNSHIP 29 NORTH RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT G
[REDEVELOPMENT PLANS AND SPECS]



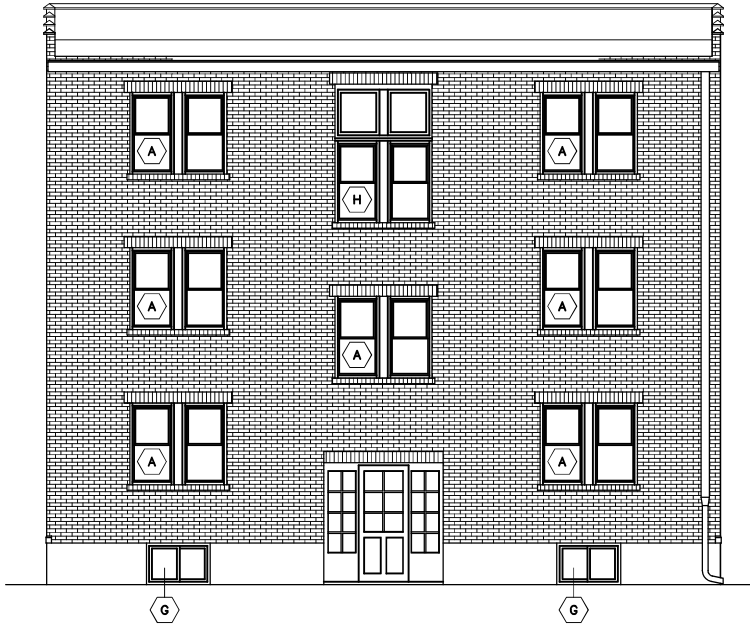


4 EAST ELEVATION

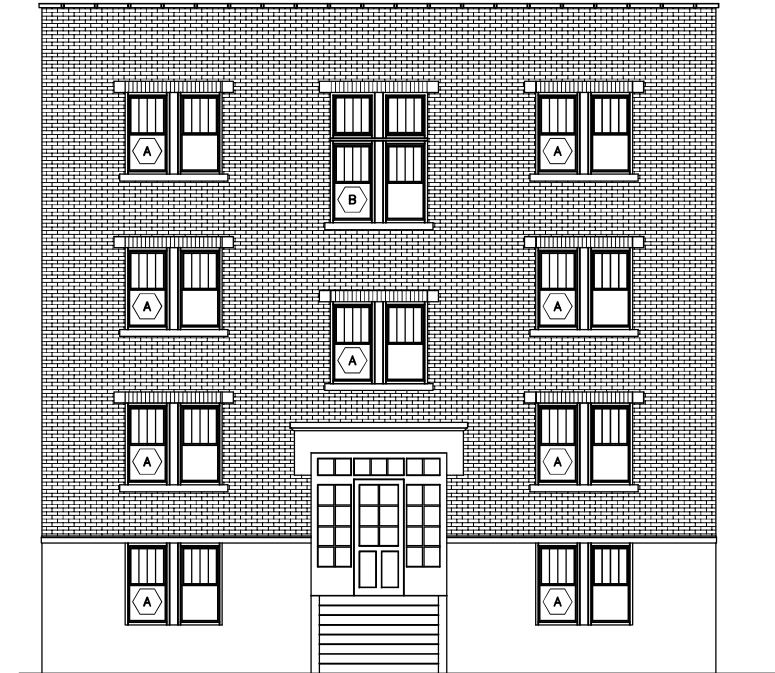


3
A4

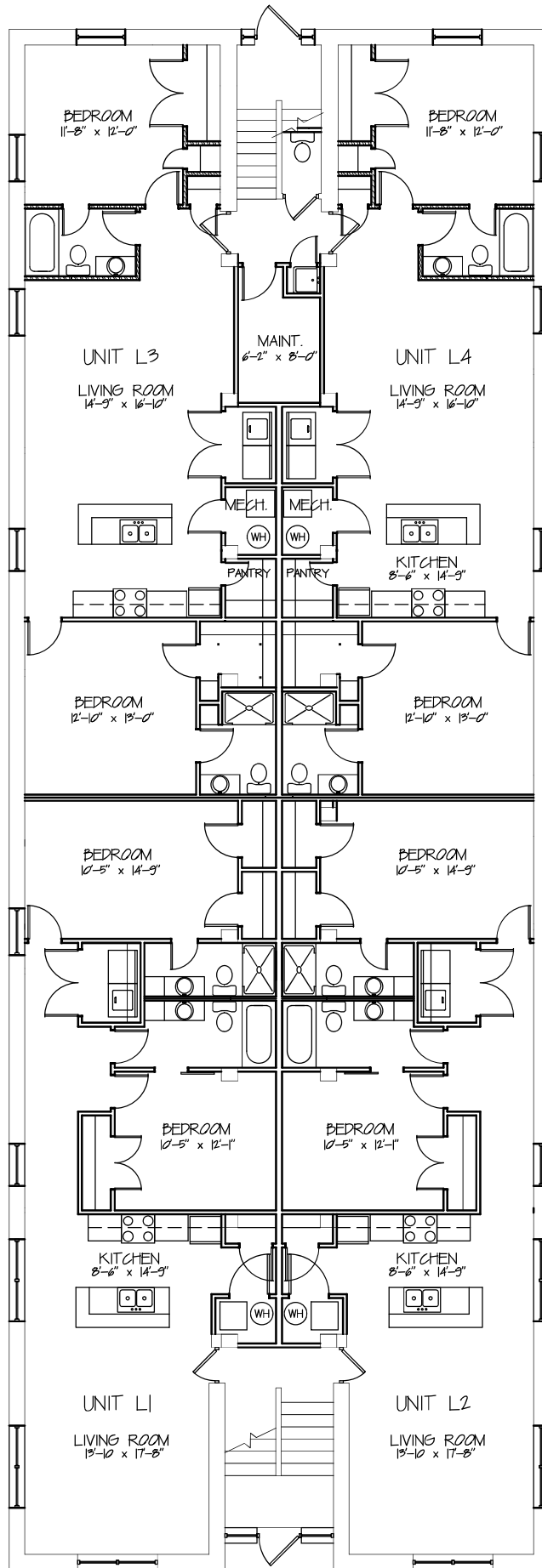
WEST ELEVATION

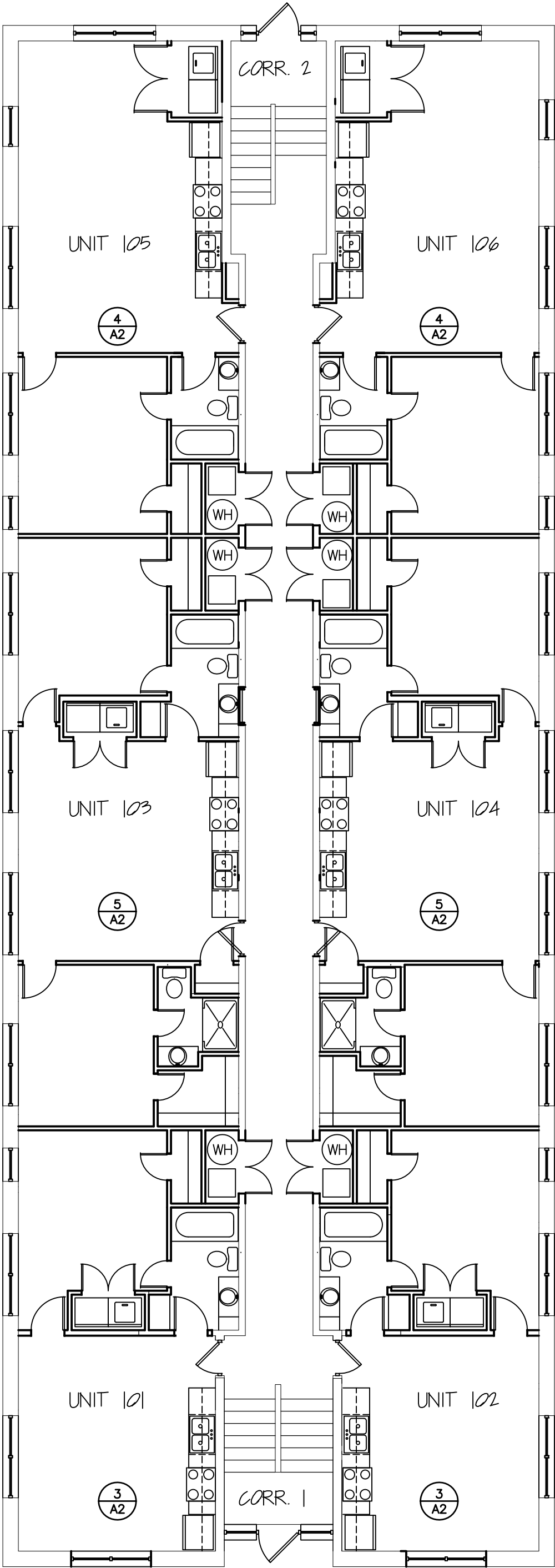


2 NORTH ELEVATION



1 SOUTH ELEVATION

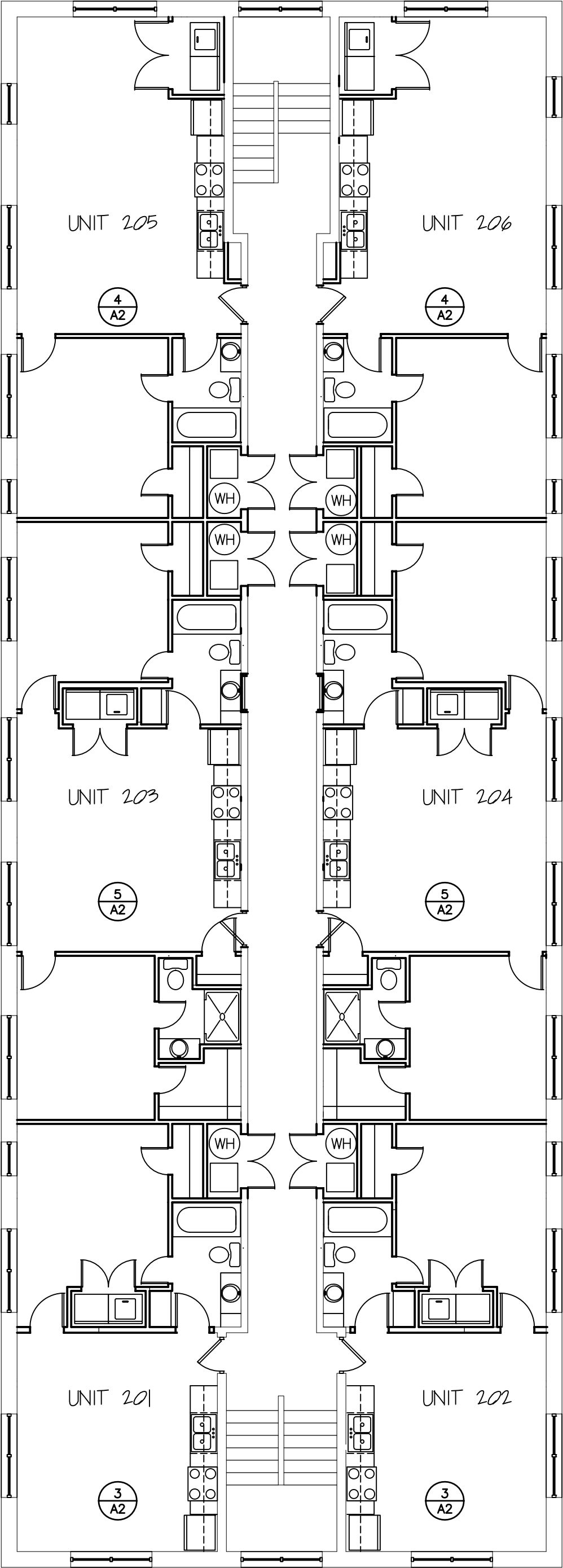




FIRST
FLOOR PLAN

2
A2

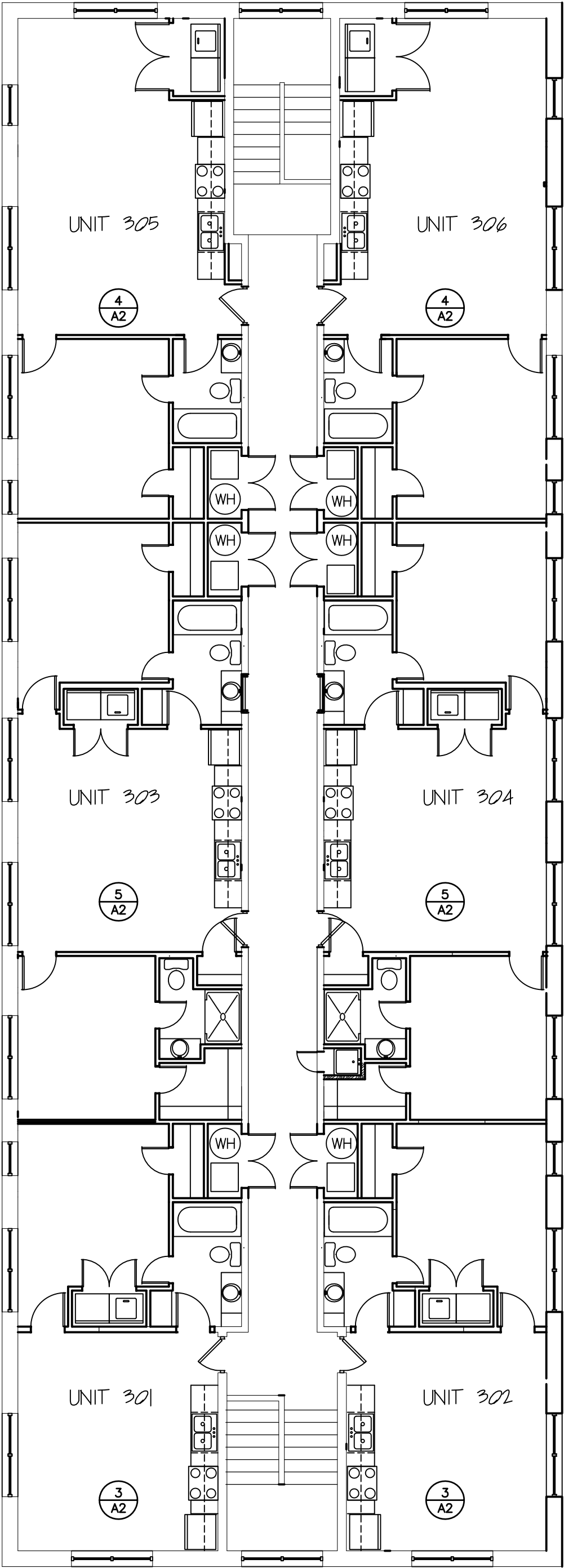
1/8" = 1'-0"



3
A2

SECOND
FLOOR PLAN

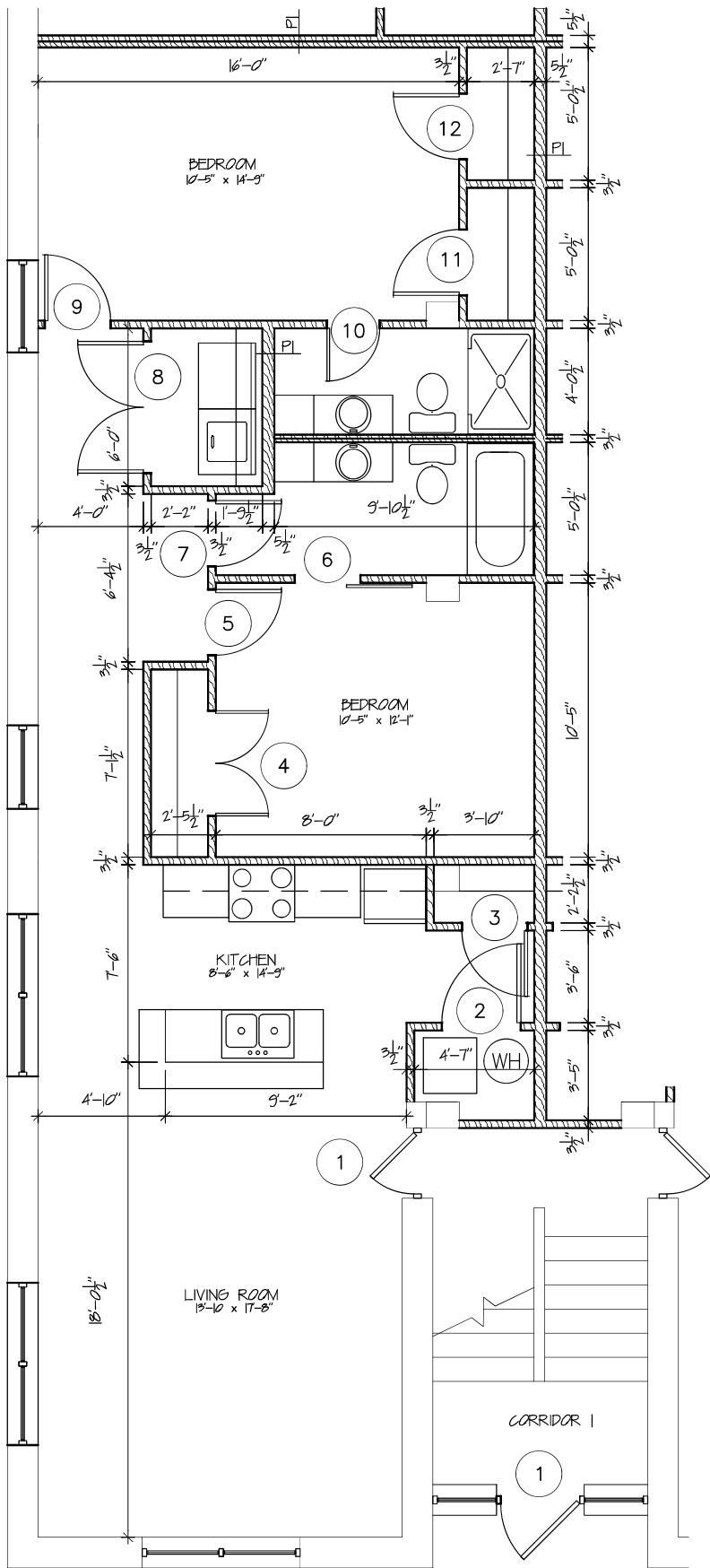
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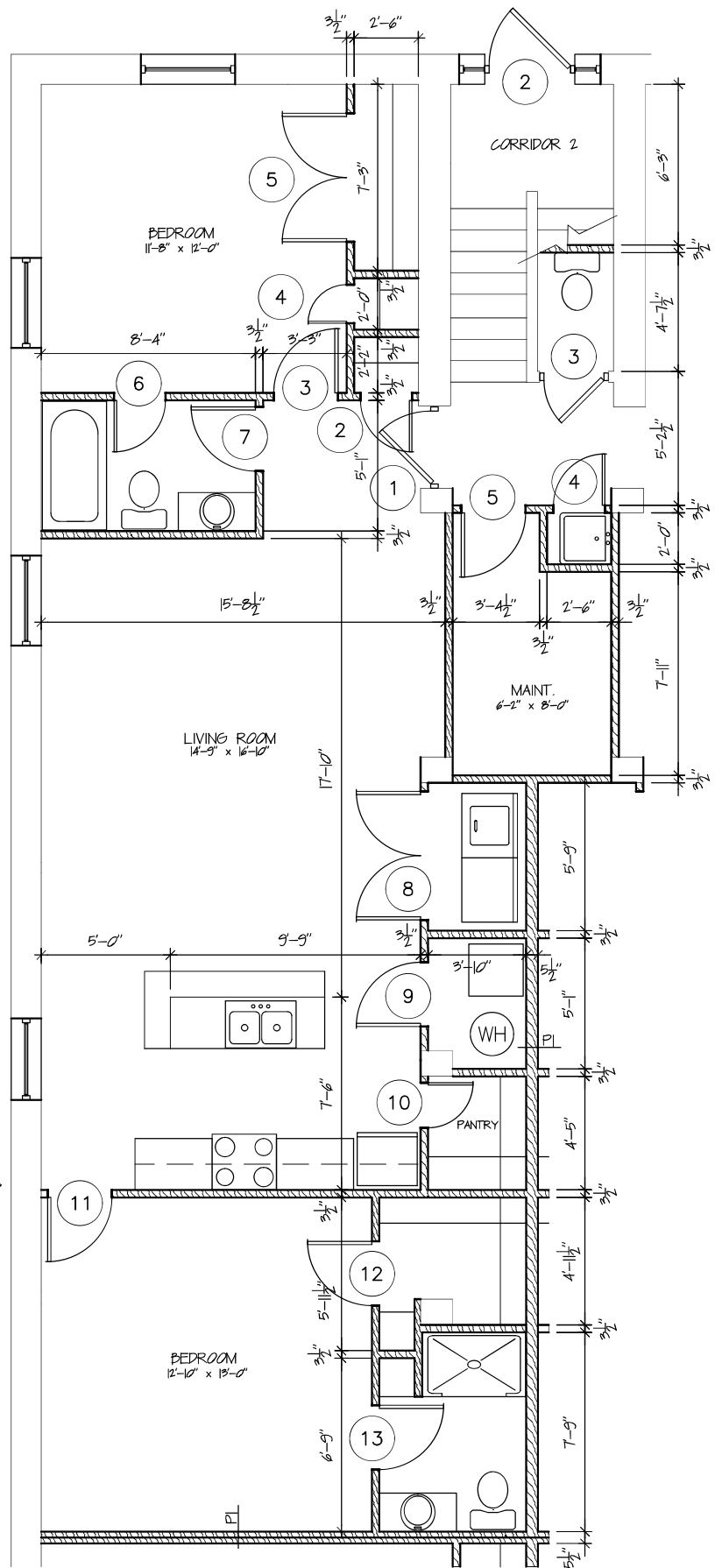
THIRD
FLOOR PLAN

4
A2

1/8" = 1'-0"



UNIT L1
FLOOR PLAN



UNIT L3
FLOOR PLAN

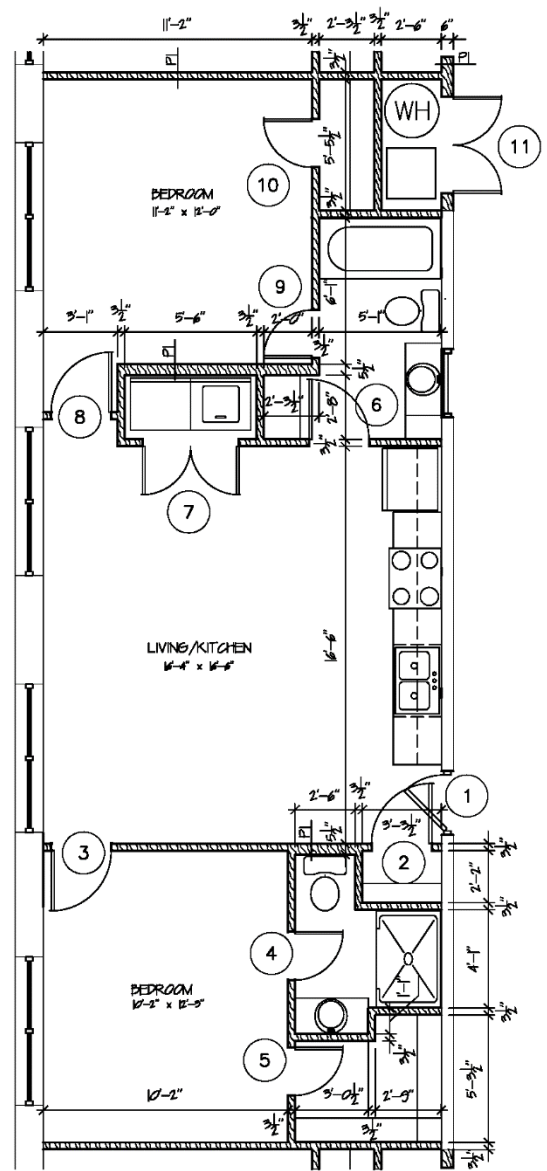
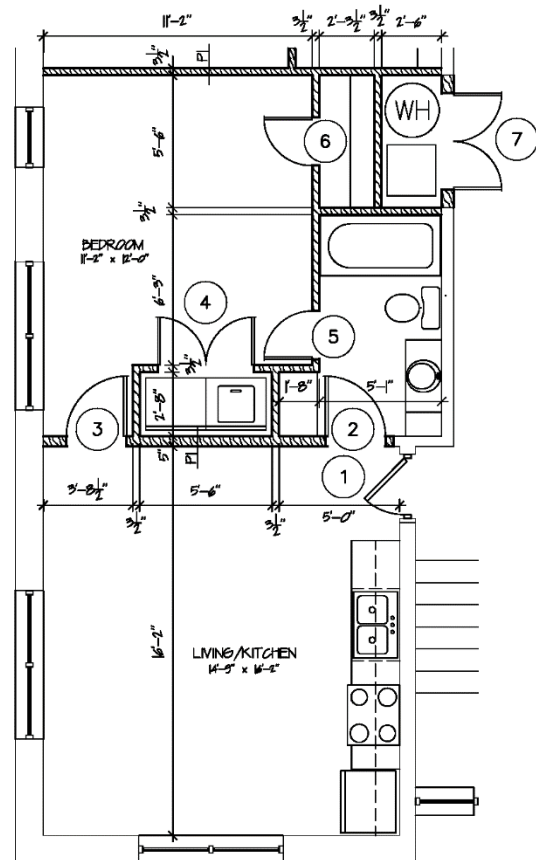
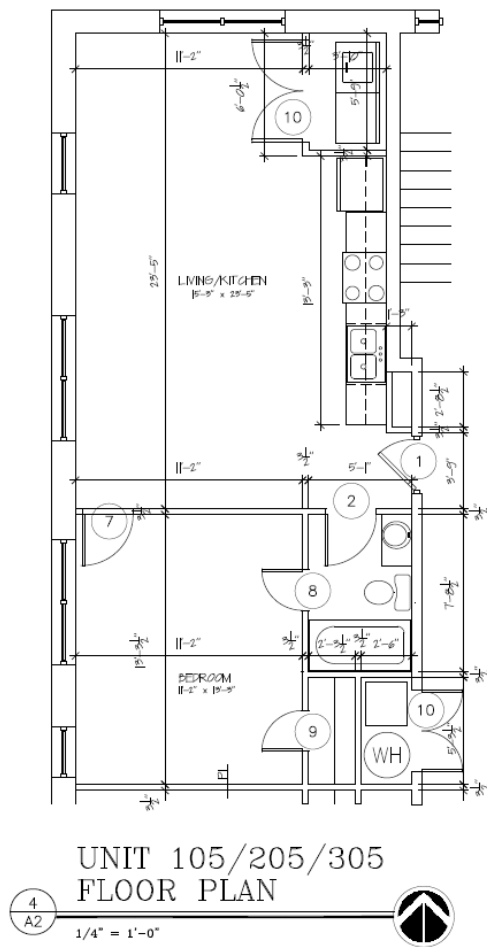


EXHIBIT B

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

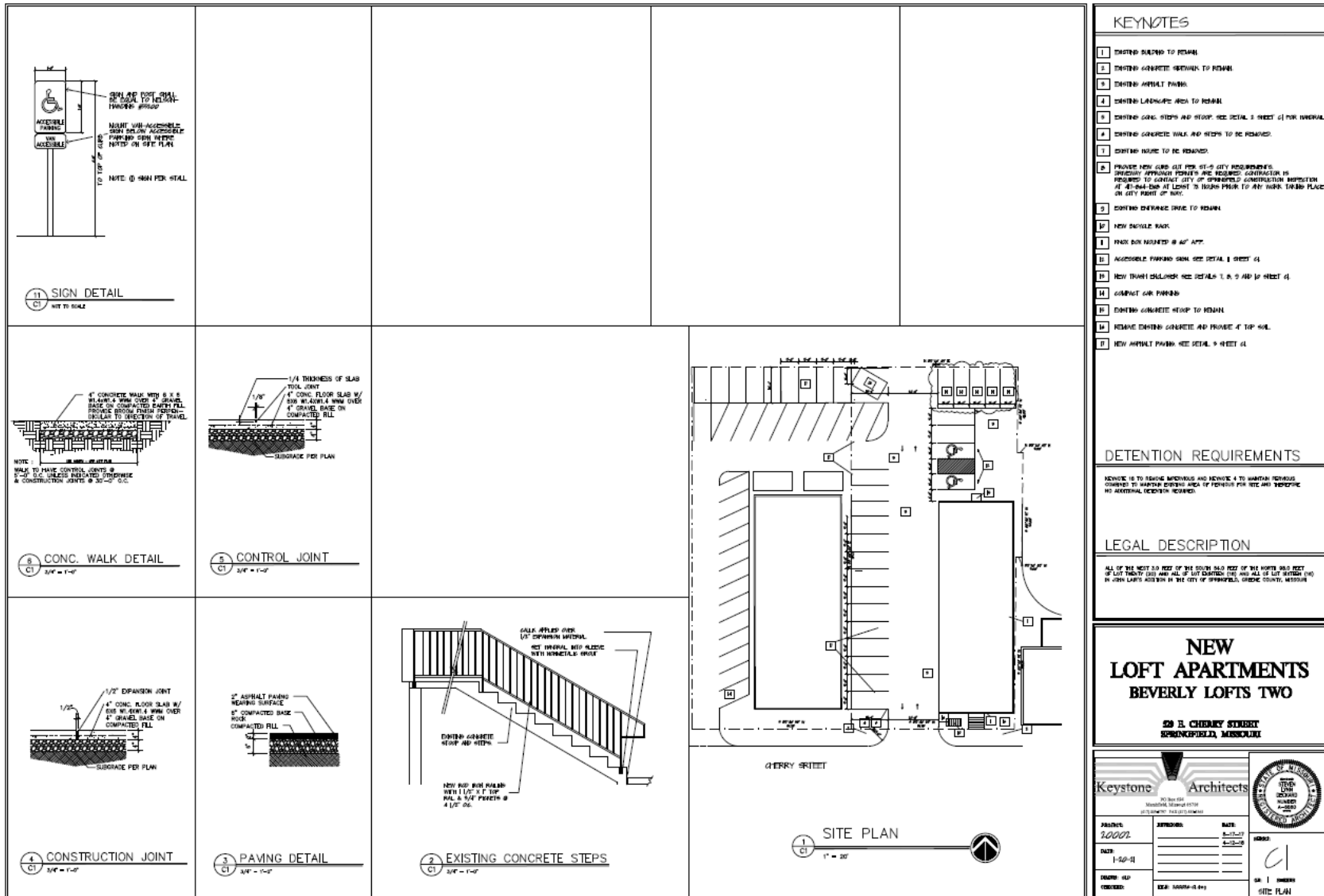


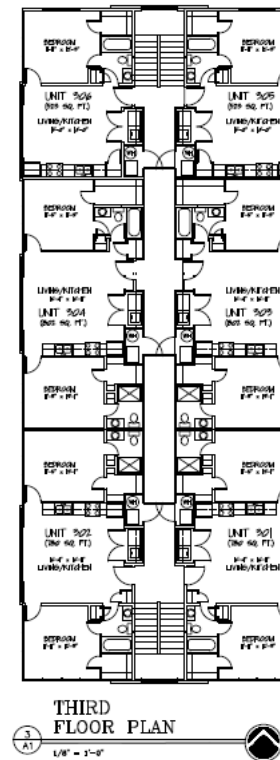
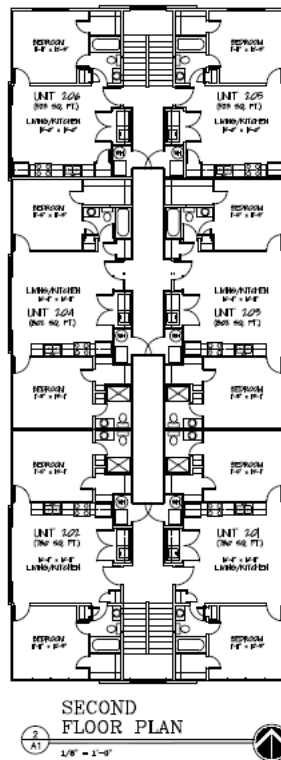
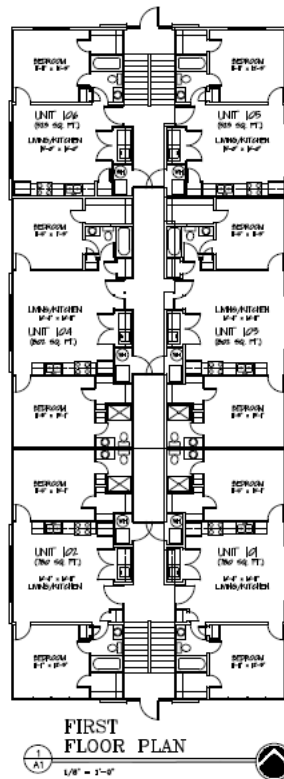
Exhibit A-2

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:		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: <i>20001</i>	DATE: 1-25-11	
DRAWN: HLP CHECKED: HLP	DATE: 1-25-11 BY: HARRY HARRIS	



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:

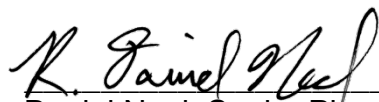
1. Staff is requesting amendments to the Sign Code to rename and add areas to the Interstate Highway Commercial Sign District. Staff is also requesting to reorganize this Section 36-454. (19) to make it easier to understand and apply.
2. The I-44 and Mulroy Road interchange is designated as an Emerging 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

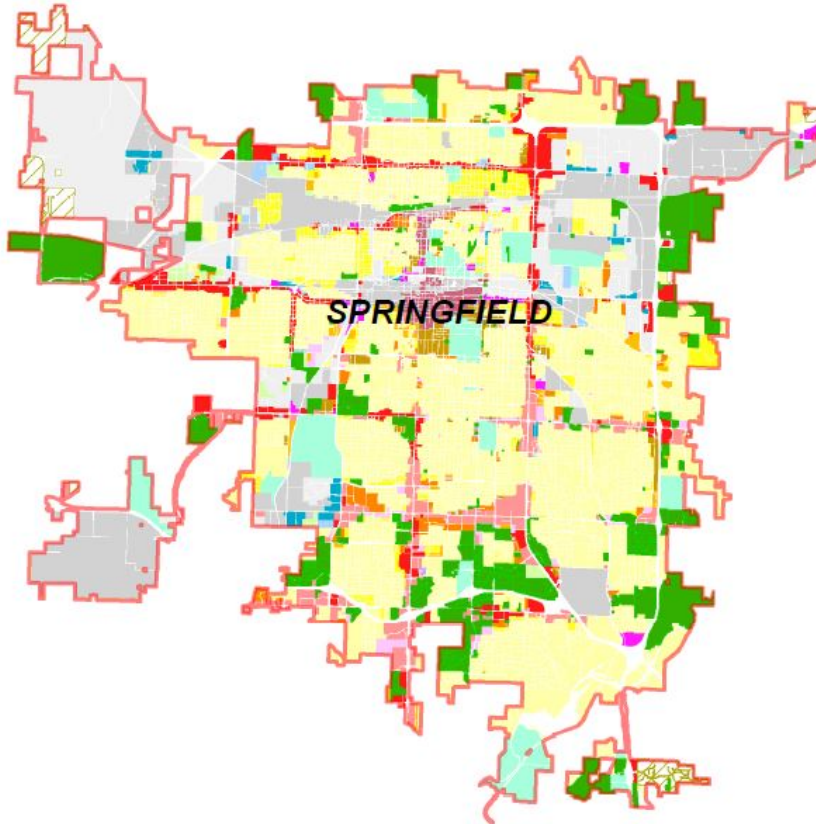
CASE: Interstate Highway Commercial Sign District Amendments

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 ~~a~~ 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.

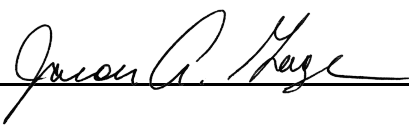
Passed at meeting:

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

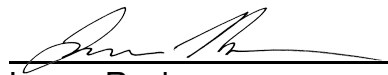
ORIGINATING DEPARTMENT: Law Department on behalf of Police and Fire Pension Board of Trustees

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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134
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137

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: *Jill Bennis*, Assistant City Attorney

Approved for Council action: *Jason 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.
------	--------------------	---------------

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.	

Item	Question	Response
4 Other Use	Was any other agreement entered into with an individual or entity (including the federal government and any of its agencies) that grants special legal rights to any portion of the Equipment?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the agreement? 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.	☐ Yes ☐ No
5 Arbitrage Rebate; Yield Restriction	1. Were the Gross Proceeds of the Lease invested and spent in accordance with the Tax Certificate? If No, contact Special Tax Counsel and incorporate report or include description of resolution in the Tax Compliance File. If Yes, answer question (b) below. 2. Has the City established any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease? If Yes, contact Special Tax Counsel and incorporate report or include description of resolution in the Tax Compliance File.	☐ Yes ☐ No ☐ Yes ☐ No

By: Compliance Officer: _____

Date Completed: _____

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:

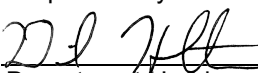
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	13	17010	508140	000000	00000	\$ 106,755.00	Protocol equipment - Information Systems
10110	13	17010	509350	000000	00000	1,296.04	Cost of issuance
20110	16	80520	508120	000000	00000	69,296.00	Flatbed truck - Park operations
20110	16	80520	508120	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:

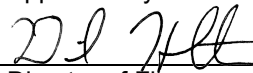
Fund	Title	Amount

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.

216 Section 9 - Severability. The sections, paragraphs, sentences, clauses and
217 phrases of this Ordinance shall be severable. In the event that any such section,
218 paragraph, sentence, clause or phrase of this Ordinance is found by a court of
219 competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid,
220 unless the court finds the valid portions of the Ordinance are so essential to and
221 inseparably connected with and dependent upon the void portion that it cannot be
222 presumed that the City Council has enacted the valid portions without the void ones, or
223 unless the court finds that the valid portions, standing alone, are incomplete and are
224 incapable of being executed in accordance with the legislative intent.

225
226 Section 10 - Further Authority. The officers of the City, including the Mayor, the
227 City Manager, the Director of Finance, the City Attorney and the City Clerk, are hereby
228 authorized and directed to execute all documents and take such actions as they may
229 deem necessary or advisable in order to carry out and perform the purposes of this
230 Ordinance and to make ministerial alterations, changes or additions in the foregoing
231 agreements, statements, instruments and other documents herein approved, authorized
232 and confirmed which they may approve, and the execution or taking of such action shall
233 be conclusive evidence of such necessity or advisability.

234
235 Section 11 - Governing Law. This Ordinance shall be governed exclusively by
236 and construed in accordance with the applicable laws of the State of Missouri.

237
238 Section 12 - Emergency Measure; Effective Date. The City Council finds and
239 declares that this Ordinance constitutes an emergency because it pertains to the
240 immediate preservation of public peace, property, health and safety. Therefore, this
241 Ordinance shall take effect and be in full force and effect immediately after its passage
242 by the City Council of the City.

243
244 Section 13 - Electronic Storage of Documents. The City agrees that the
245 transaction described herein may be conducted and related documents may be sent,
246 received and stored by electronic means. Copies, telecopies, facsimiles, electronic files
247 and other reproductions of original executed documents shall be deemed to be
248 authentic and valid counterparts of such original documents for all purposes, including
249 the filing of any claim, action or suit in the appropriate court of law.

250
251 Passed at meeting: _____

252
253
254 _____
255 Mayor

256
257 Attest: _____, City Clerk

258
259
260 Filed as Ordinance: _____
261

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.

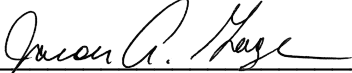
This ordinance is presented as an emergency under Section 2.12(3) of the City Code of Springfield as it relates to the payment of expenses of City government. Council is not expected to vote on this ordinance immediately after the first reading. The ordinance is presented as an emergency bill to allow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

(FORM OF BONDS)

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.

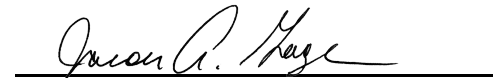
Finally, the intent of the changes is that those who are rehired and receive (or apply to receive) in service distributions will not continue to accrue additional benefits under the

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. X
P. Hrngs.
Pgs. 3
Filed 11-23-21

Sponsored by Hosmer

COUNCIL BILL 2021-298 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee, to apply for up to \$500,000 in grant
2 funds from the United States Environmental Protection Agency to
3 conduct Brownfields Hazardous and Petroleum Assessments and
4 Cleanup Planning citywide.
5
6

7 WHEREAS, the City of Springfield has received eleven Environmental
8 Assessment grants, six Cleanup grants, and five Revolving Loan Fund ("RLF") grants
9 through the Environmental Protection Agency ("EPA") Brownfields Program since 1999;
10 and
11

12 WHEREAS, this grant would provide funding to continue to assess sites
13 potentially contaminated with hazardous substances or petroleum and to conduct
14 cleanup planning to help facilitate remediation and redevelopment of these
15 compromised properties; and
16

17 WHEREAS, this grant would be available for use on eligible brownfields
18 properties within the city limits of Springfield, with priority given to properties targeted for
19 City acquisition, sites with likely contamination, sites located within a City
20 redevelopment project area, sites in the historic commercial and industrial areas of
21 center city, and sites in northwest Springfield; and
22

23 WHEREAS, the application deadline for this grant is December 1, 2021.
24

25 NOW, THEREFORE, BE IT RESOLVED 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 up to \$500,000 in grant funds from the EPA to conduct Brownfields Hazardous and
30 Petroleum Assessments and Cleanup Planning.
31

32 Section 2 – This Resolution shall be effective immediately upon adoption.
33

34 Passed at meeting:
35

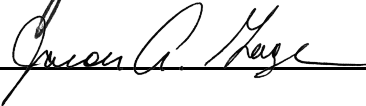
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Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-298

FILED 11-23-21

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To adopt a resolution authorizing the City Manager to apply for up to \$500,000 in grant funds from the United States Environmental Protection Agency ("EPA") to conduct Brownfields Hazardous and Petroleum Assessments and Cleanup Planning citywide.

BACKGROUND INFORMATION: Since 1999, the City of Springfield has received 11 Environmental Assessment grants, six Cleanup grants, and five Revolving Loan Fund ("RLF") grants through the EPA Brownfields Program, in addition to two Brownfields Job Training grants managed by Workforce Development. Springfield has received a total of \$8.5 million in Brownfields grants to date. Previous assessment grants have been used to perform Phase I and Phase II Environmental Site Assessments to determine conditions and comply with All Appropriate Inquiry (for Due Diligence) prior to purchase. Both City acquisitions and private parties may access these funds to facilitate brownfields cleanups and redevelopments. Over 350 assessments have been performed on brownfields sites in our community to date. The City's current community-wide Brownfields Assessment Grant, awarded in 2018, expires in June 2022, and 90% of funds have been expended or committed to projects in process.

This new assessment grant would provide funding to continue to assess sites potentially contaminated with hazardous substances and/or petroleum and conduct cleanup planning to help facilitate remediation and redevelopment of these compromised properties. This grant would be available for use on eligible brownfields properties within the city limits of Springfield. Priority will be given to properties targeted for City acquisition, sites with likely contamination and/or those located within a City redevelopment project area such as Renew Jordan Creek, the Grant Avenue Corridor, Forward SGF Sub Areas and the historic commercial and industrial areas of center city and northwest Springfield. The application deadline for this grant is December 1, 2021. No cost share is required.

REMARKS: Staff recommends approval.

Submitted by:



Olivia Hough, Senior Planner

Recommended by:



Sarah Kerner,
Economic Development Director

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. X
Pgs. 25
Filed: 11-23-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-299

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 11.5 acres of private property and approximately 0.1 acre of Greene
5 County right-of-way generally located at 1644, 1684, and 1706 South
6 Zimmer Avenue (Farm Road 129) and 1721 South West Bypass, into
7 the City of Springfield.
8 _____
9

10 WHEREAS, a verified petition requesting annexation was filed by the owners of
11 all fee interests of record in all tracts of real property located within the area proposed to
12 be annexed, as described in "Exhibit A," said area being generally located at 1644,
13 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass;
14 and
15

16 WHEREAS, Greene County has executed a written petition for the City to annex
17 approximately 0.1 acre of Greene County right-of-way, as described in "Exhibit A," said
18 area being generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm
19 Road 129); and
20

21 WHEREAS, said petitions were presented to City Council more than fourteen,
22 but less than sixty days, prior to the public hearing thereon; and
23

24 WHEREAS, proper notice was published at least seven days prior to the public
25 hearing; and
26

27 WHEREAS, City Council does find and determine that: (1) said annexation is
28 reasonable and necessary to the proper development of the City; (2) the City is able to
29 furnish normal municipal services to the area annexed herein with a reasonable time
30 after annexation; and (3) the area annexed herein is contiguous and compact to the
31 existing corporate boundaries of the City.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – City Council, after holding a public hearing, hereby determines that Annexation A-6-2021 of the property described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is reasonable and necessary to the proper development of the City, the City has the ability to furnish normal municipal services to the area annexed within a reasonable time, and the area is contiguous and compact to the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and incorporated herein by this reference.

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

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

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 299

FILED: 11-23-2021

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to annex approximately 11.5 acres of private property and approximately 0.1 acre of County right-of-way generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass into the City of Springfield (Staff recommends approval).

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass are requesting annexation into the City of Springfield. The owner(s) of the private properties have signed a petition to request annexation of approximately 11.5 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 single-family residences along Zimmer Avenue (Farm Road 129) and a commercial building along West Bypass on it. The intent of the application is to facilitate the development of the subject 11.5 acres into a new commercial/retail and residential development.

The proposed annexation contains approximately 0.1 acre of Greene County right-of-way that is immediately adjacent to Zimmer Avenue/Farm Road 129 and the proposed private properties to be annexed. Greene County Highway Department has submitted a signed petition requesting annexation of this right-of-way into the City of Springfield.

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

REMARKS:

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

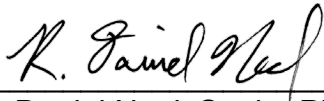
RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.

3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.
4. The property owner(s) and County have petitioned the City for annexation.
5. The City will receive sales and property tax revenue upon annexation of the private properties.

Staff recommends approval of this annexation.

Submitted by:



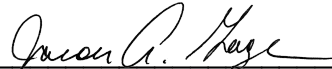
R. Daniel Neal, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage,
City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department and Agency Review

Attachment 2, Annexation Schedule

Attachment 3, County Right-of-Way Petition and Exhibits

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-6-2021

1644 S. Zimmer Avenue (Farm Road 129) - All of lot two (2) Hampden Park subdivision, except the north seventy-five (75) feet of the west one hundred fifty (150) feet thereof, in Greene County, Missouri.

1600 block S. Zimmer Avenue (Farm Road 129) (vacant lot, no address) - All of lot three (3) in Hampden Park subdivision, in Greene County, Missouri.

1684 S. Zimmer Avenue (Farm Road 129) - Beginning at the northwest corner of lot four (4), Hampden Park, a subdivision; thence east 150 feet; thence south 123 feet; thence west 150 feet; thence north 123 feet to the beginning in Greene County, Missouri.

1706 S. Zimmer Avenue (Farm Road 129) –

Tract I: All of the north half (N ½) of the west 400 feet of lot five (5) Hampden Park, a subdivision in Greene County, Missouri, except that part deeded in book 1172 at page 49 in the recorder's office, Greene County, Missouri.

Tract II: All of the south one half (S ½) of the west 400 feet of lot five (5) in Hampden Park, a subdivision in Greene County, Missouri.

Tract III: All of the North one half (N ½) of the west 170 feet of lot six (6), in Hampden Park, a subdivision in Greene County, Missouri.

Tract IV: All of the south half (S ½) of the west one hundred seventy (170) feet of lot six (6) in Hampden Park, a subdivision in Greene County, Missouri.

Tract V: The east two hundred (200) feet of the west four hundred (400) feet of lot six (6) in Hampden Park subdivision, and the east thirty (30) feet of the west two hundred (200) feet of the west four hundred (400) feet of lot six (6) in Hampden Park subdivision, in Greene County, Missouri.

1721 S. West Bypass - All that part of lot sixteen (16) in Hampden Park lying west of Highway 13, except the south 538.5 feet thereof, and except the north 315 feet thereof; all in Greene County, Missouri.

Except any part previously deeded as perpetual street right-of-way.

RIGHT-OF-WAY DESCRIPTIONS:

ALL THAT PART OF LOT 5 AND LOT 6 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 88°41'30" EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 10.07 FEET; THENCE SOUTH 03°33'32" WEST, A DISTANCE OF 236.27 FEET; THENCE SOUTH 04°44'17" WEST, A DISTANCE OF 90.08 FEET TO THE SOUTH LINE OF

SAID LOT 6; THENCE NORTH 88°32'44" WEST, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 0.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 6 AND SAID LOT 5, A DISTANCE OF 326.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 2019 SQUARE FEET

AND

ALL THAT PART OF LOT 4 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 88°45'55" EAST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 13.70 FEET; THENCE SOUTH 03°33'32" WEST, A DISTANCE OF 123.10 FEET; THENCE NORTH 88°45'55" WEST, A DISTANCE OF 10.96 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 123.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 1517 SQUARE FEET

AND

ALL THAT PART OF LOT 3 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 88°50'19" EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 13.59 FEET; THENCE SOUTH 02°15'02" WEST, A DISTANCE OF 163.04 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 88°45'55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 13.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 163.03 FEET TO THE POINT OF BEGINNING. CONTAINING 2224 SQUARE FEET

AND

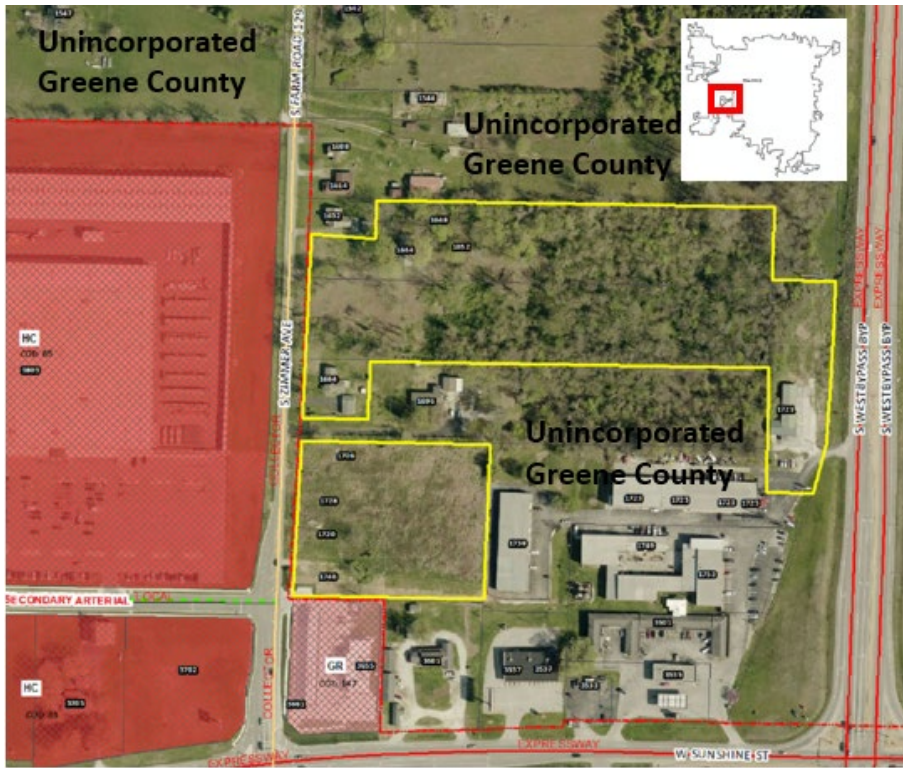
ALL THAT PART OF LOT 2 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 02°17'11" WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 75.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°54'45" EAST, A DISTANCE OF 13.54 FEET; THENCE SOUTH 02°15'02" WEST, A DISTANCE OF 88.03 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 88°50'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 13.59 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 02°17'11" EAST, ALONG SAID WEST LINE, A DISTANCE OF 88.01 FEET TO THE POINT OF BEGINNING; CONTAINING 1192 SQUARE FEET

Development Review Staff Report



CITY COUNCIL PUBLIC HEARING:

NOVEMBER 29, 2021

**CASE NUMBER:**

Annexation A-6-2021

LOCATION:1644, 1684 & 1706 S. Zimmer Avenue
(Farm Road 129) and 1721 S. West
Bypass**ACRES:**

Approximately 11.6 acres

EXISTING LAND USE:Single-family residences and undeveloped
land**APPLICANT:**

Bibi Development & Investment, LLC

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

Approve

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

Request to annex approximately 11.5 acres of private property and approximately 0.1 acre of County right-of-way generally located at 1644, 1684 & 1706 S. Zimmer Avenue (Farm Road 129) and 1721 S. West Bypass into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

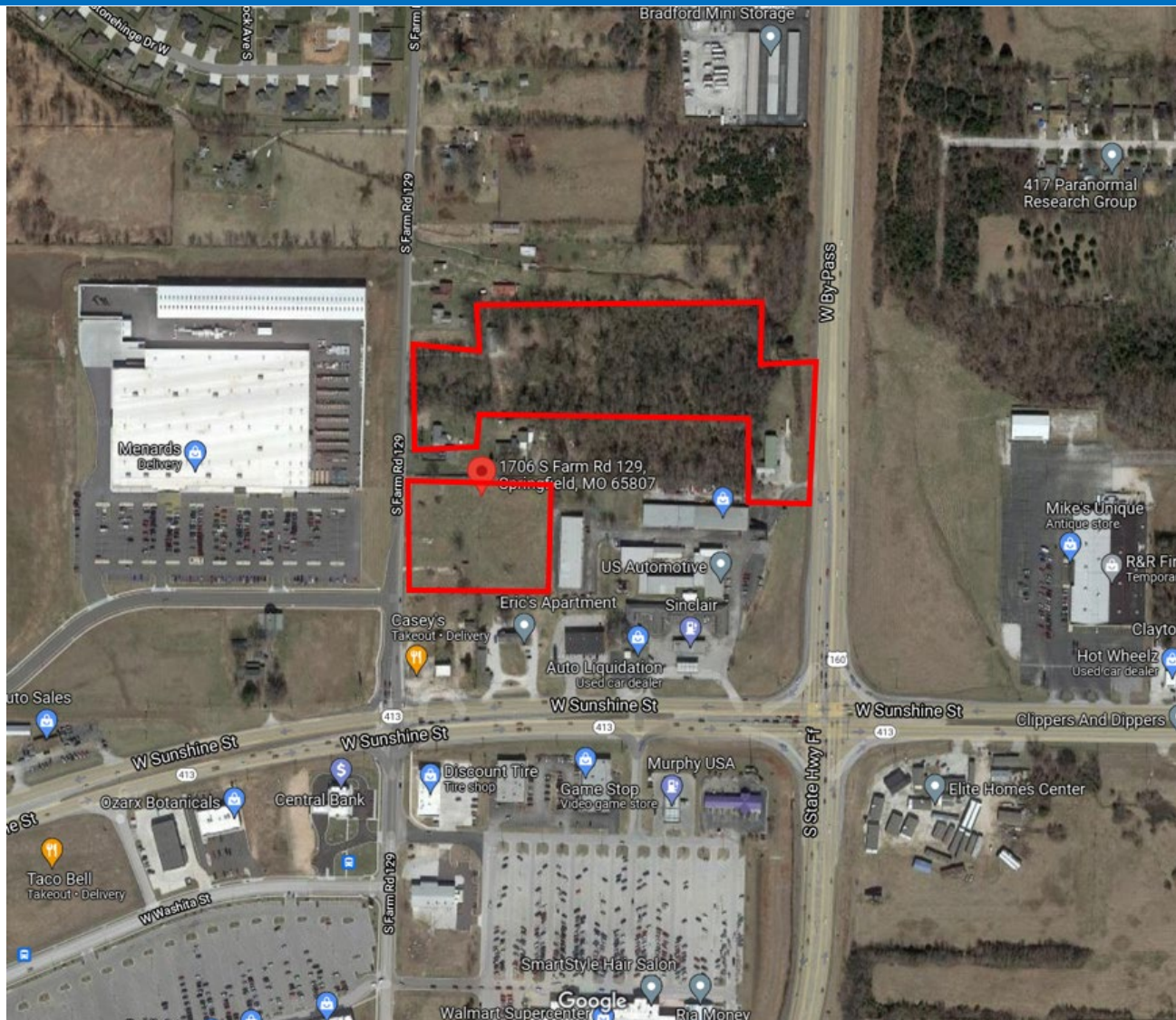
1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports 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 the private properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	County C-2	County C-2	HC w/ COD
LAND USE	Single-family residential	Commercial uses	Commercial uses	Commercial uses

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

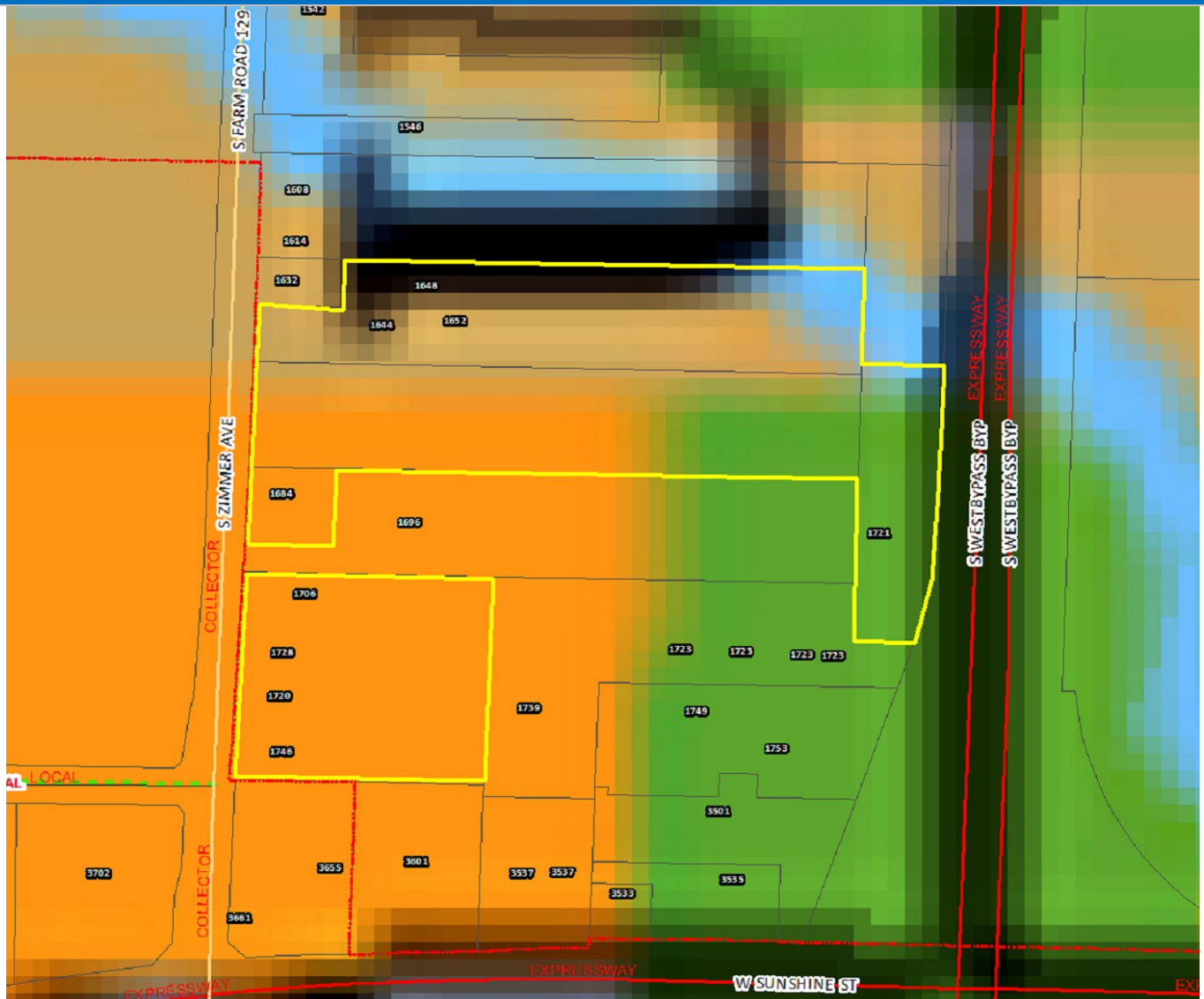


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:

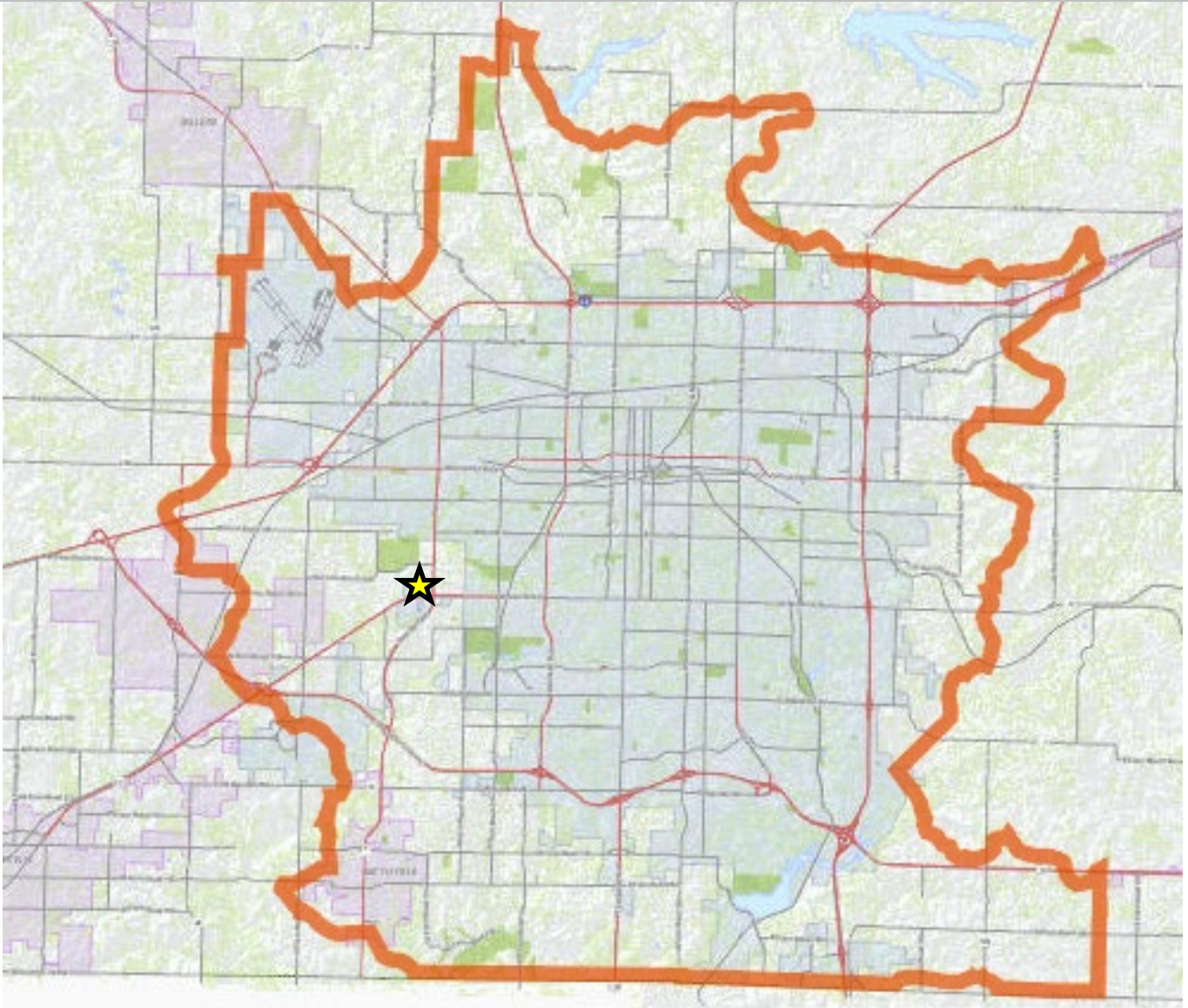


-  Low-Density Housing
-  Medium or High Density Housing
-  Medium Intensity Retail, Office or Housing
-  High Intensity Retail, Office or Housing
-  Greater Downtown
-  Business Park
-  Light Industrial, Office and Office-Warehouse

-  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

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 C-2, General Commercial District and has single-family residences along Zimmer Avenue (Farm Road 129) and a commercial building along West Bypass on it. The annexation is being processed concurrently with a rezoning of the same area 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 Republic have an agreement that this area is within the City of Springfield's Urban Service Area for future annexation.

The southern portion of the subject property 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 portion of the subject property is identified as Medium to High Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County C-2 which allows similar commercial uses as the GR District. It is also located within an Activity Center and near a major intersection of two expressways (Sunshine and West Bypass) which encourages higher intensity developments.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 11.5 acres of unincorporated property generally located at 1644, 1684 & 1706 S. Zimmer Avenue (Farm Road 129) and 1721 S. West Bypass into the City of Springfield. A rezoning to GR, General Retail District for a new retail and residential development are being processed with this annexation and will have a public hearing at the City Council meeting on November 29th.
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. The proposed annexation area does contain a stream buffer area that will need to be designated on any replat, preliminary plat or final plat or recorded in a stream buffer easement.
5. The proposed annexation contains approximately 0.1 acre of Greene County right-of-way that is immediately adjacent to Zimmer Avenue/Farm Road 129 and the proposed private properties to be annexed. Greene County Highway Department has submitted a signed petition requesting annexation of this right-of-way into the City of Springfield.
6. The proposed annexation area is currently served by the Brookline Fire Protection District.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 11 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with the annexation.

CITY UTILITIES:

No issues with Annexation. Electric/Gas/Water is available to the properties.

CLEAN WATER SERVICES COMMENTS:

No objection to the annexation, although, we have the following comments:

1. 1684 S Zimmer does not have access to public sewer. It will either need to be combined with the larger tracts to the north or public sewer will need to be extended to it.
2. All properties are subject to a \$0.033 per square foot trunkline reimbursement fee when connecting to public sewer. This is based on the area of the property connecting and is typically collected when public improvement fees are paid or when the sewer impact permit fee is paid at the time of development.

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 #8 located at 1405 S Scenic, which is approximately 2.1 miles from the west side of the property. Fire Station #6 located at 2620 W Battlefield, is the secondary station responding to this location, which is 3.2 miles from the west side of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5 mile (ISO diamond) response distance by approximately .6 miles for the 1st due unit. ***This will not have a significant impact on our ISO rating.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of approximately 5 minutes. The 2nd due company has an estimated total response time of approximately 6 minutes 36 seconds. It is probable the standard of coverage benchmark could be met for single company responses but and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1

Development Review Staff Report



Battalion Chief to arrive on scene within approximately 14 minutes. *The department expects that it will be able to meet the initial unit baseline and benchmark, and probable it will meet the baseline and benchmark for the effective response force. This will not impact our accreditation.*

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

- Water Supply** – Currently there is not adequate water supply to service the proposed area to be annexed. The closest fire hydrant located 600 feet to the south west corner of the area requesting annexation and 1000 feet to the north. Additional hydrants would need to be installed with ongoing development. *The Fire Department does not have any concerns with the water supply for this proposed annexation providing additional required water supply is added as required by the fire code and plans review.*
- Impact** - The Fire Department is unable to estimate the call activity after development occurs because the type of development is unknown, but is expected to be low under its current zoning. *The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.*

Fire Department Recommendation: *Based upon all of the relevant factors, the Fire Department is supportive of this annexation.*

MODOT COMMENTS:

No comments on annexation itself. Will offer comments on the rezoning.

GREENE COUNTY HIGHWAY COMMENTS:

Greene County Highway is in support of the annexation and will submit a petition for annexation for right of way along Farm Rd. 129 Greene County currently possesses.

POLICE DEPARTMENT COMMENTS:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

This portion of Zimmer Road has already been annexed. Traffic has no issues with the property annexation.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Zimmer Avenue as a Collector roadway and S. West Bypass as an Expressway. The standard right-of-way width for S. Zimmer Avenue is 30-feet from the centerline and 65-feet from the centerline for S. West Bypass. It appears additional right-of-way is not needed along S. Zimmer Avenue or S. West Bypass. 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. This portion of S. Zimmer Avenue is a city-maintained street. S. West Bypass is a MoDOT maintained roadway.

Development Review Staff Report



TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for S. Zimmer Avenue. Traffic counts will be required as part of the Traffic Study at the time of development.

DRIVEWAY ACCESS

There are currently four (4) driveway access point onto the property from S. Zimmer Avenue. Access to this property will be allowed based on existing City of Springfield standards for a Collector. MODOT will determine access to S. West Bypass based on their standards for an expressway at the time of development. Any change in the driveway location or reconstruction of the driveway will require a MoDOT permit, and that permit may require a traffic study to determine if additional improvements, such as a right-turn lane, are required by the additional traffic generated by the proposed land use.

SIDEWALK

There is not existing sidewalk along the property frontage of S Zimmer Avenue. Sidewalk is required to be constructed at the time of development. There is not existing sidewalk along the property frontage of S. West Bypass. Sidewalk may be required by MODOT at the time of development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

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

IMPROVEMENTS

The proposed development is anticipated to create an increase of trip generation of more than 500 trips daily and/or more than 50 trips in the AM/PM peak hours. A traffic impact study will be required to be reviewed and approved. The requirements of the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. All public improvements required for the development must be constructed or escrowed prior to approval of the building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline	Required Street ROW from Centerline
				(ft.) (Approx.)	(ft.)
Street 1	S. Zimmer Avenue	Collector	No	Varies	30
Street 2	S. West Bypass	Expressway	No	70	65
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		32	40	384	
*Proposed Trips Generated		128	67	5,760	
Additional Trips Generated		96	496	5,376	

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

Development Review Staff Report



DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Wilsons Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. 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 **does have a stream buffer on site**.

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

1. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3 of the City's Flood Control and Water Quality Protection Manual. This site primarily drains to the north. A fee in lieu of constructing onsite stormwater detention will not be permitted.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: <https://www.springfieldmo.gov/2120/Resources>.
5. A stream buffer, approximately 60 feet in width, is shown in the northeast corner of the properties. Per Chapter 8, Sec. 4.1.2 the stream buffer shall be shown on the plans by showing the topography and surveyed top of bank. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis. Stream buffers shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement.
6. 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	Wilson's Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

Development Review Staff Report



ANNEXATION SCHEDULE:

ATTACHMENT 2 ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	November 1, 2021
City Council public hearing	November 29, 2021
City Council second reading and vote	December 13, 2021

PETITION FROM GREENE COUNTY HIGHWAY DEPARTMENT REQUESTING
ANNEXATION OF COUNTY ROAD RIGHT-OF-WAY TO THE CITY OF SPRINGFIELD,
MISSOURI.

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Springfield, Missouri state and allege as follows:

1. That the property herein described in Exhibit 1 and shown in Exhibit 2 is currently and has been used as county road right-of-way.
2. That the said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous to the existing corporate limits of the City of Springfield, Missouri.
4. That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Springfield, Missouri, as authorized by the provisions of Section 71.012, RSMo.
5. That we request the City Council of the City of Springfield to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Springfield to include the above described real estate.

Dated this 8th day of November, 2021.

ADMINISTRATOR GREENE COUNTY HIGHWAY DEPARTMENT



Rick Artman, Administrator Greene County Highway Department

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 8th day of November, 2021, before me personally appeared the Greene County Commission, to me personally known, who being duly sworn, did say that the seal affixed to this instrument was signed and sealed in behalf of said Commission and by its authority acknowledge said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year first above written.

JILLIAN N. SANCHEZ
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: August 10, 2024
Commission Number: 12616713

Notary Public

Jillian N. Sanchez

My commission expires:

August 10, 2024

JILLIAN N. SANCHEZ
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: August 10, 2024
Commission Number: 12616713

Exhibit 1

RIGHT-OF-WAY DESCRIPTIONS:

ALL THAT PART OF LOT 5 AND LOT 6 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

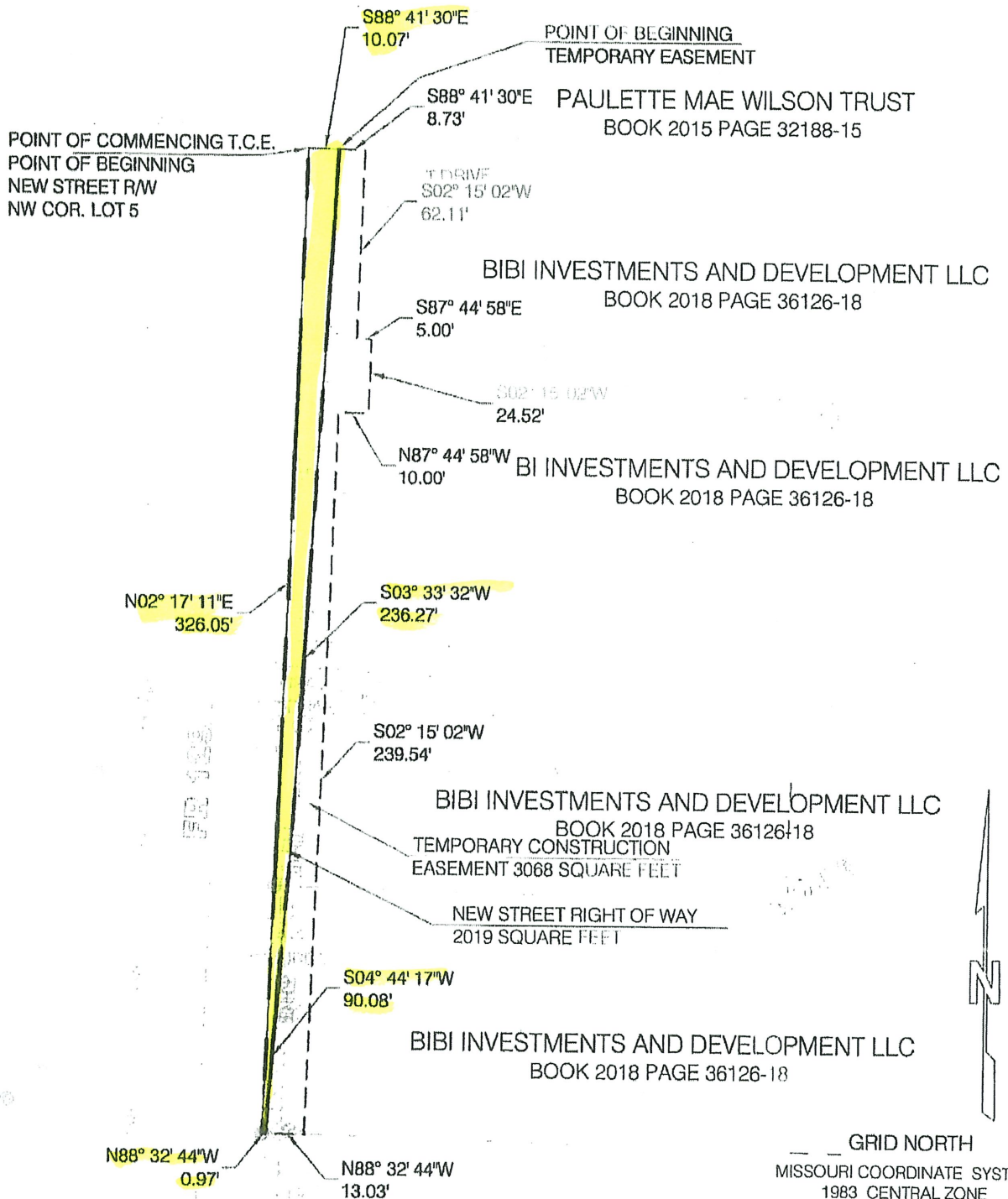
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 88°41'30" EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 10.07 FEET; THENCE SOUTH 03°33'32" WEST, A DISTANCE OF 236.27 FEET; THENCE SOUTH 04°44'17" WEST, A DISTANCE OF 90.08 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 88°32'44" WEST, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 0.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 6 AND SAID LOT 5, A DISTANCE OF 326.05 FEET TO THE POINT OF BEGINNING. CONTAINING 2019 SQUARE FEET (AS ILLUSTRATED IN SKETCH EXHIBIT "B-2") AND

ALL THAT PART OF LOT 4 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 88°45'55" EAST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 13.70 FEET; THENCE SOUTH 03°33'32" WEST, A DISTANCE OF 123.10 FEET; THENCE NORTH 88°45'55" WEST, A DISTANCE OF 10.96 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 123.02 FEET TO THE POINT OF BEGINNING. CONTAINING 1517 SQUARE FEET (AS ILLUSTRATED IN SKETCH EXHIBIT "B-3") AND

ALL THAT PART OF LOT 3 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 88°50'19" EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 13.59 FEET; THENCE SOUTH 02°15'02" WEST, A DISTANCE OF 163.04 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 88°45'55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 13.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 163.03 FEET TO THE POINT OF BEGINNING. CONTAINING 2224 SQUARE FEET (AS ILLUSTRATED IN SKETCH EXHIBIT "B-4") AND

ALL THAT PART OF LOT 2 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 02°17'11" WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 75.02

FEET TO THE POINT OF BEGINNING; THENCE SOUTH $88^{\circ}54'45''$ EAST, A DISTANCE OF 13.54 FEET; THENCE SOUTH $02^{\circ}15'02''$ WEST, A DISTANCE OF 88.03 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH $88^{\circ}50'19''$ WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 13.59 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH $02^{\circ}17'11''$ EAST, ALONG SAID WEST LINE, A DISTANCE OF 88.01 FEET TO THE POINT OF BEGINNING; CONTAINING 1192 SQUARE FEET (AS ILLUSTRATED IN SKETCH EXHIBIT "B-5")



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY AND A TEMPORARY CONSTRUCTION EASEMENT.

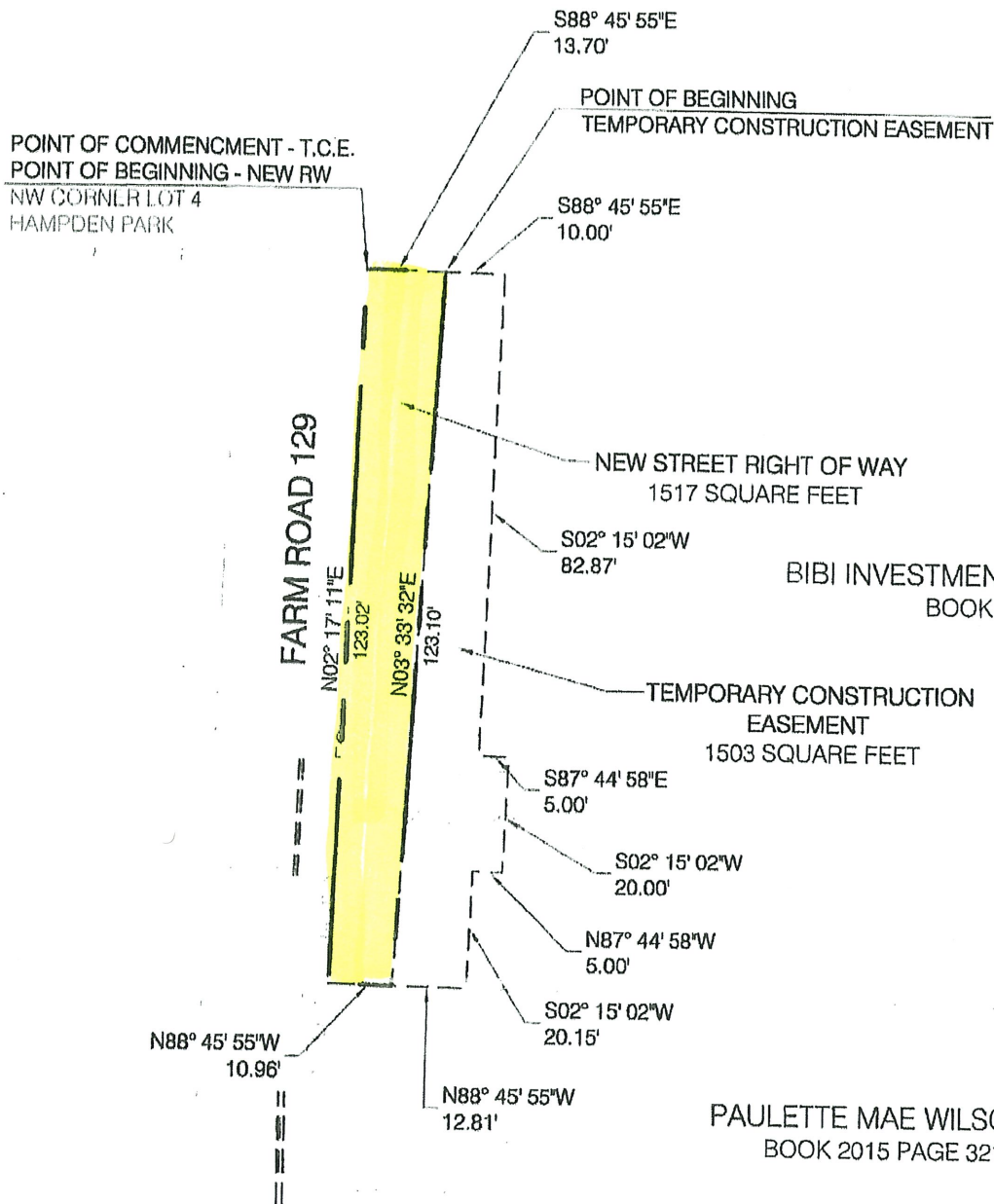
DATE 03/11/19

CJW PROJECT No. 16017

5051 S. National
Suite 7A
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

SKETCH EXHIBIT "B-2"
BIBI INVESTMENTS AND DEVELOPMENT, LLC
NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT
SOUTH FARM RD. 129
PART OF THE SE 1/4 SE 1/4 OF S 29, T 29 N, R 22 W
GREENE COUNTY, MISSOURI

CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #2007008003



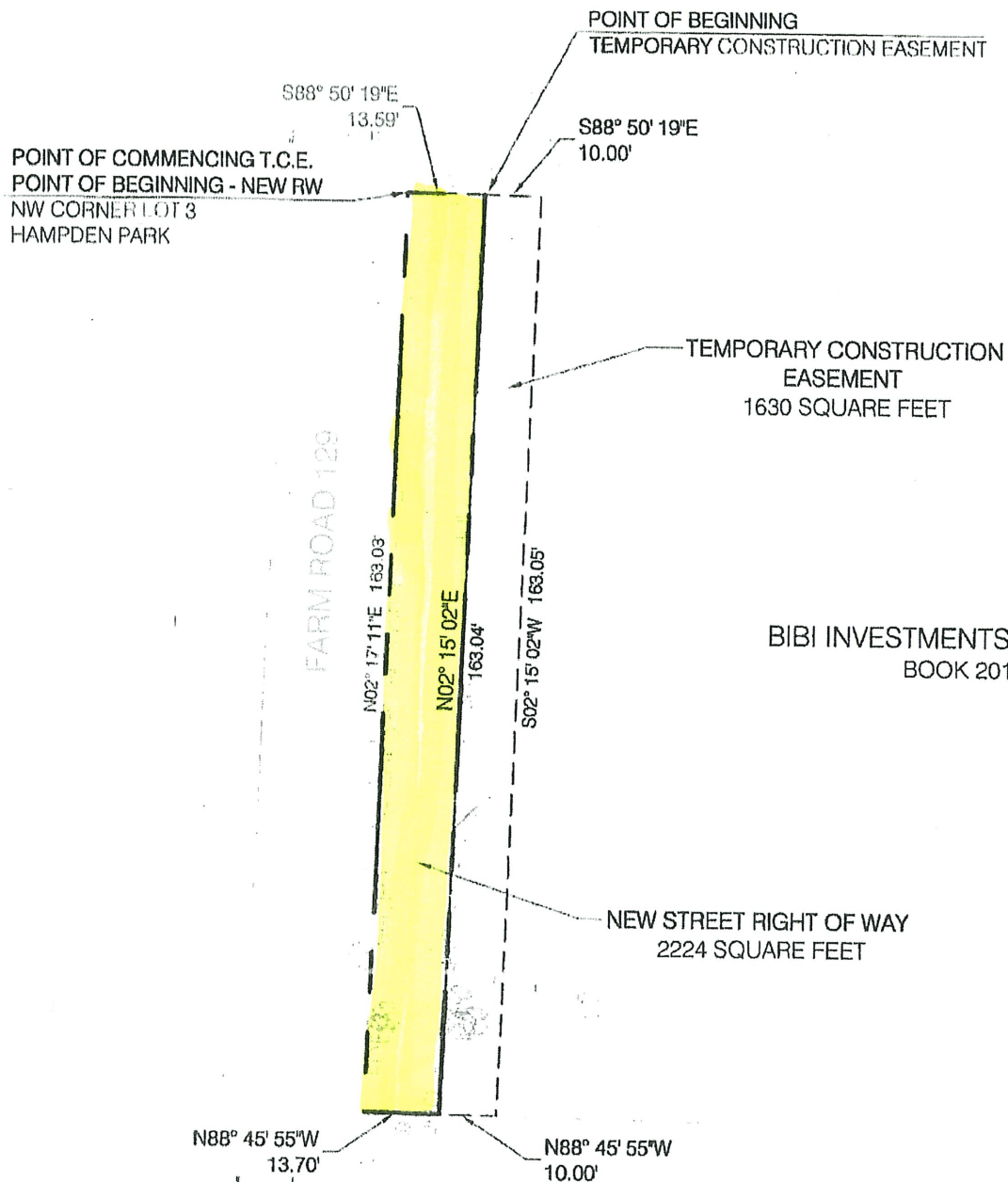
THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO
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SKETCH EXHIBIT "B-3"
BIBI INVESTMENTS AND DEVELOPMENT, LLC
NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT
SOUTH FARM RD. 129
PART OF THE SE 1/4 SE 1/4 OF S 29, T 29 N, R 22 W
GREENE COUNTY, MISSOURI

Prepared by:
CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #2007008003



BIBI INVESTMENTS AND DEVELOPMENT
BOOK 2018 PAGE 30112-18



GRID NORTH

MISSOURI COORDINATE SYSTEM
1983 CENTRAL ZONE
SCALE 1"=30'

THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO
SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY AND
A TEMPORARY CONSTRUCTION EASEMENT

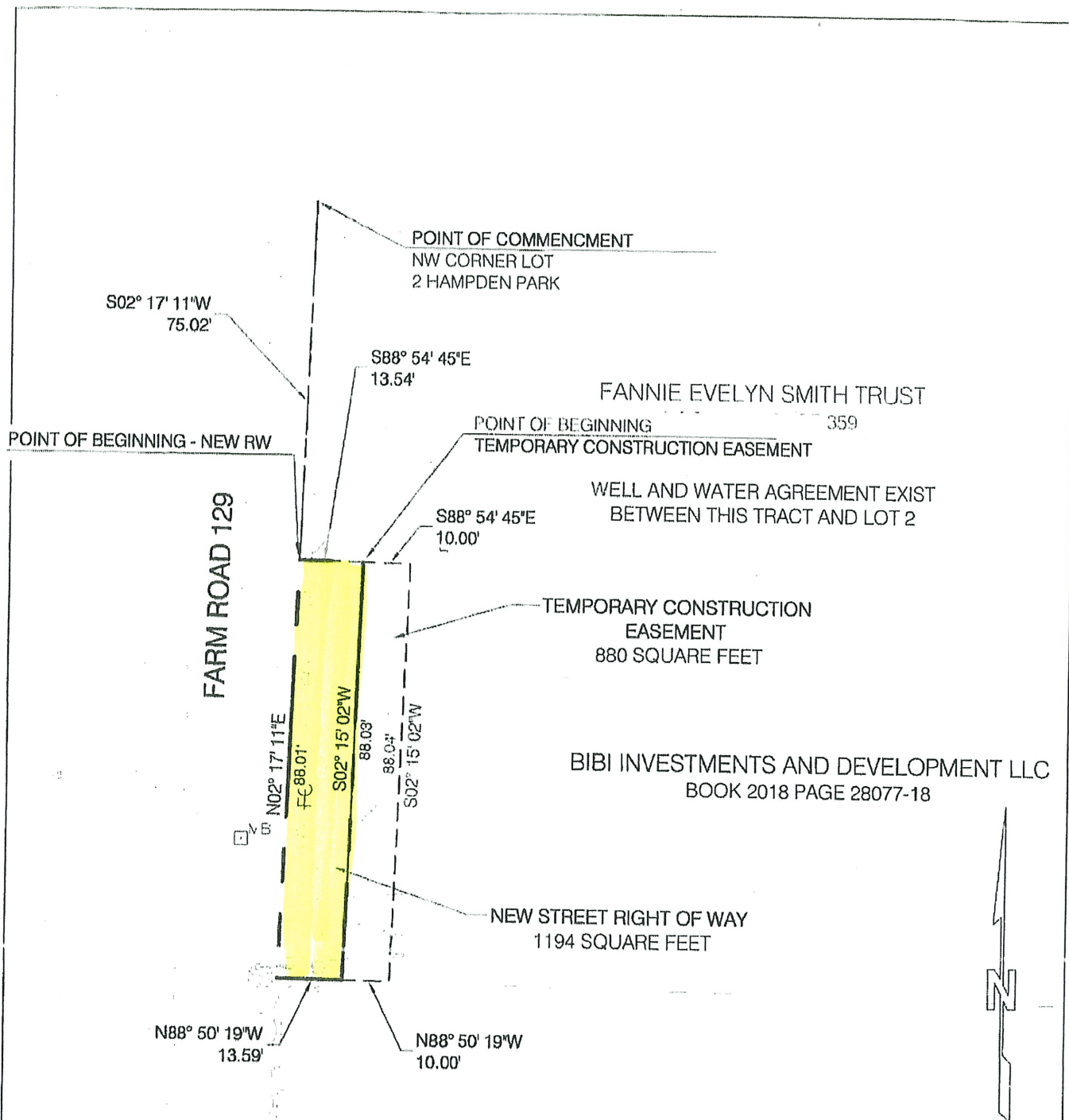
DATE 03/11/19

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SKETCH EXHIBIT "B-4"
BIBI INVESTMENTS AND DEVELOPMENT, LLC
NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT
SOUTH FARM RD. 129
PART OF THE SE 1/4 SE 1/4 OF S 29, T 29 N, R 22 W
GREENE COUNTY, MISSOURI

Prepared by:
CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #2007008003



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO
SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY AND
A TEMPORARY CONSTRUCTION EASEMENT.

MISSOURI COORDINATE SYSTEM
1983 CENTRAL ZONE
SCALE 1"=30'

DATE 03/11/19

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SKETCH EXHIBIT "B-5"
BIBI INVESTMENTS AND DEVELOPMENT, LLC
NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT
SOUTH FARM RD. 129
PART OF THE SE 1/4 SE1/4 OF S 29, T 29 N, R 22 W
GREENE COUNTY, MISSOURI

Prepared by:
CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #2007008003

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 11-23-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-300

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 11.5 acres of
3 property generally located at 1644, 1684, and 1706 South Zimmer Avenue
4 (Farm Road 129) and 1721 South West Bypass from County C-2, General
5 Commercial District, to GR, General Retail District; establishing
6 Conditional Overlay District No. 205; and adopting an updated Official
7 Zoning Map. (Staff and Planning and Zoning Commission both
8 recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and
13 1721 South West Bypass from County C-2, General Commercial District, to GR,
14 General Retail District, with Conditional Overlay District No. 205; and
15

16 WHEREAS, Conditional Overlay District No. 205 shall modify the requirements
17 of the Springfield Land Development Code Section 36-421, GR, General Retail District,
18 by requiring that the property described in "Exhibit B" comply with the requirements
19 described in "Exhibit A;" and
20

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

26 WHEREAS, the City has reviewed the applicant's request and prepared a staff
27 report concerning the application which is attached hereto and incorporated herein by
28 this reference as "Exhibit D;" and
29

30 WHEREAS, proper notice was given of a public hearing before City Council, and
31 said hearing was held in accordance with law.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from County C-2, General Commercial District, to GR, General Retail District, with Conditional Overlay District No. 205. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 205 which shall contain the requirements and standards provided in "Exhibit A," which is attached hereto and incorporated herein by this reference as though set forth herein. The requirements of Conditional Overlay District No. 205 shall modify the requirements of the Springfield Land Development Code Section 36-421, HC, General Retail District, by requiring the property described on "Exhibit B" comply with the requirements contained in "Exhibit A."

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 300

FILED: 11-23-21

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 11.5 acres of property generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass from County C-2, General Commercial District, to GR, General Retail District and establishing Conditional Overlay District No. 205. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-21-2021/ CONDITIONAL OVERLAY DISTRICT NO. 205

The applicant is proposing to rezone approximately 11.5 acres of property generally located at 1644, 1684, and 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass from County C-2, General Commercial District to GR, General Retail District and establishing Conditional Overlay District No. 205. An annexation request is being processed concurrently with this rezoning application. The intent of this rezoning application is to allow for a new retail and residential development.

REMARKS:

The Planning and Zoning Commission held a public hearing on November 4, 2021, and recommended to approve, by a vote of 8 to 0.

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

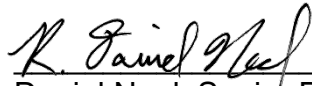
FINDINGS FOR STAFF RECOMMENDATION:

1. The southern portion of the subject property 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 portion of the subject property is identified as Medium to High Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County C-2 which allows similar commercial uses as the GR District. It is also located within an Activity Center and near a major intersection of two expressways (Sunshine and West Bypass) which encourages higher intensity developments.
2. The requested GR, General Retail zoning is consistent with the existing County C-2 zoning district which surrounds these properties to the north, east and south and allows similar commercial uses. The property to the southwest was recently

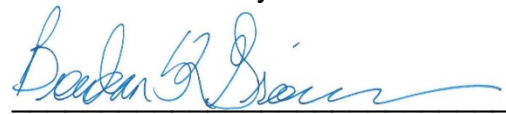
annexed into the City and rezoned to GR for a convenience store and fueling station.

3. A Conditional Overlay District has been submitted to mitigate potential negative impacts of the General Retail District to adjacent properties.

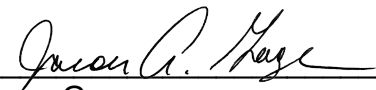
Submitted by:


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-21-2021 & CONDITIONAL OVERLAY DISTRICT NO. 205

The requirements of *Section 36-421 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 reviewed and approved at the time of development. The requirements of the study shall be incorporated in the site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. 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. The subject properties shall be administratively combined or replatted following the current Subdivision Regulations. Some of the subject properties do not have direct access to public sewer and will need to be combined with the other properties or else will require public sewer extensions to connect to public sewer. When properties connect, they will need to pay \$0.033 per square foot trunkline reimbursement fee for the square footage of each property connecting.
3. The standard right-of-way width for S. Zimmer Avenue is 30-feet from the centerline and 65-feet from the centerline for S. West Bypass. It appears additional right-of-way is not needed along S. Zimmer Avenue or S. West Bypass. 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 limits. Driveway access points will need to be reviewed and modified to meet the minimum spacing requirements along Zimmer Avenue and West Bypass.
4. Sidewalks are required to be constructed along Zimmer Avenue at the time of development. The developer has the option to apply to the ARC to seek approval to pay a fee in lieu of constructing sidewalk if the criteria are met in City Code Section 36-471. If approved, the fee must be paid prior to issuance of a building permit.
5. A stream buffer, approximately 60 feet in width, is shown in the northeast corner of the properties. Per Chapter 8, Sec. 4.1.2, the stream buffer shall be shown on the plans by showing the topography and surveyed top of bank. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis. Stream buffers shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement. Alternatively, stream buffers may be dedicated to the City with the City's acceptance.

6. Any change in the driveway location or reconstruction of the driveway on S. West Bypass will require a MoDOT permit, and that permit may require a traffic study to determine if additional improvements, such as a right-turn lane, are required by the additional traffic generated by the proposed land use.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-21-2021 & CONDITIONAL OVERLAY DISTRICT NO. 205

1644 S. Zimmer Avenue (Farm Road 129) - All of lot two (2) Hampden Park subdivision, except the north seventy-five (75) feet of the west one hundred fifty (150) feet thereof, in Greene County, Missouri.

1600 block S. Zimmer Avenue (Farm Road 129) (vacant lot, no address) - All of lot three (3) in Hampden Park subdivision, in Greene County, Missouri.

1684 S. Zimmer Avenue (Farm Road 129) - Beginning at the northwest corner of lot four (4), Hampden Park, a subdivision; thence east 150 feet; thence south 123 feet; thence west 150 feet; thence north 123 feet to the beginning in Greene County, Missouri.

1706 S. Zimmer Avenue (Farm Road 129) –

Tract I: All of the north half (N ½) of the west 400 feet of lot five (5) Hampden Park, a subdivision in Greene County, Missouri, except that part deeded in book 1172 at page 49 in the recorder's office, Greene County, Missouri.

Tract II: All of the south one half (S ½) of the west 400 feet of lot five (5) in Hampden Park, a subdivision in Greene County, Missouri.

Tract III: All of the North one half (N ½) of the west 170 feet of lot six (6), in Hampden Park, a subdivision in Greene County, Missouri.

Tract IV: All of the south half (S ½) of the west one hundred seventy (170) feet of lot six (6) in Hampden Park, a subdivision in Greene County, Missouri.

Tract V: The east two hundred (200) feet of the west four hundred (400) feet of lot six (6) in Hampden Park subdivision, and the east thirty (30) feet of the west two hundred (200) feet of the west four hundred (400) feet of lot six (6) in Hampden Park subdivision, in Greene County, Missouri.

1721 S. West Bypass - All that part of lot sixteen (16) in Hampden Park lying west of Highway 13, except the south 538.5 feet thereof, and except the north 315 feet thereof; all in Greene County, Missouri.

Except any part previously deeded as perpetual street right-of-way.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-21-2021 & CONDITIONAL OVERLAY DISTRICT NO. 205
Planning and Zoning Commission – November 4, 2021

Z-21-2021 w/COD #205

1644, 1684 & 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass

Applicant: Bibi Investments & Development, LLC

Mr. Hosmer states that this is a request to rezone approximately 11.5 acres of property generally located at 1644, 1684 & 1706 Zimmer Avenue and 1721 West Bypass from County C-2, General Commercial District to GR, General Retail District and establishing Conditional Overlay District No. 205. The Comprehensive Plan identifies north as Medium to High Density Housing and south as Medium Intensity Retail, Office, or Housing. The property is currently zoned C-2 General Commercial District in the County. GR has similar uses. The Transportation Plan classifies Zimmer as a Collector roadway. A Traffic Impact Study required at time of development. The property is not located in a FEMA designated floodplain or sinkhole area. There is a stream buffer area on northeast side and on-site stormwater detention will be required. There is an annexation request at City Council.

The proposed Conditional Overlay District will:

- Require a Traffic Study at the time of development to Mo DOT and City,
- Subdivision to replat/combine property,
- May need additional ROW,
- Sidewalk along Zimmer,
- Sewer connection fee,
- Stream buffer easement, and
- Meet driveway standards.

Staff recommends approval.

Mr. Colony asked about the house and property located at 1696 South Zimmer Avenue (Farm Road 129) and if it is in the annexation request or will it remain outside of city limits or will there be any attempt to combine the properties.

Mr. Hosmer stated that it not part of the annexation or rezoning.

Mr. Jobe asked about the density from the County's C2 zoning to the City 's General Retail zoning.

Mr. Hosmer noted that it is very similar in the density requirements and they wanted to make sure that the zoning (present to proposed) matches as close as possible.

Mr. Doennig opened the public hearing.

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

Mr. Colony asked if there any intent to combine the properties.

Mr. Hargrave noted that they cannot combine the properties as they do not touch with each other.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-21-2021 w/COD #205 (1644, 1684 & 1706 South Zimmer Avenue (Farm Road 129) and 1721 South West Bypass). Mr. Jobe 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 enclosed in a rectangular box.

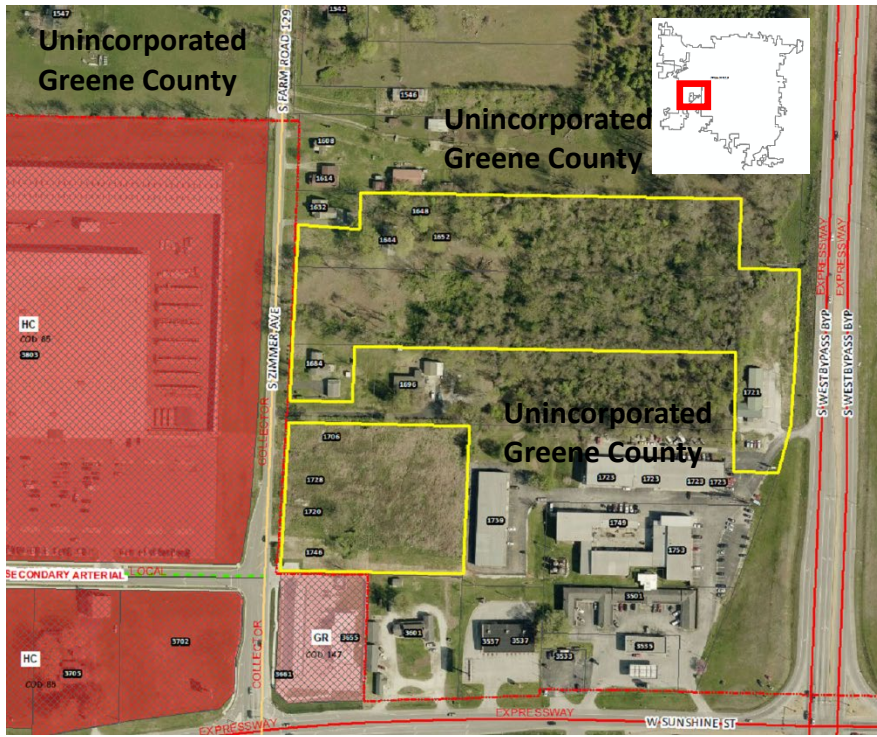
Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

November 4, 2021

November 29, 2021

CASE: Z-21-2021 w/COD #205**ACRES:** Approximately 11.5 acres**LOCATION:** 1644, 1684 & 1706 S. Zimmer Avenue (Farm Road 129) and 1721 S. West Bypass**EXISTING LAND USE:** Single-family residence and vacant/undeveloped land**APPLICANT:** Bibi Investments & Development, LLC**STAFF:** Daniel Neal, Senior Planner
417-864-1036**STAFF RECOMMENDATIONS:**
Approve w/Conditions**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:

Request to rezone approximately 11.5 acres of property generally located at 1644, 1684 & 1706 S. Zimmer Avenue (Farm Road 129) and 1721 S. West Bypass from County C-2, General Commercial District to GR, General Retail District and establishing Conditional Overlay District No. 205.

FINDINGS FOR STAFF RECOMMENDATIONS:

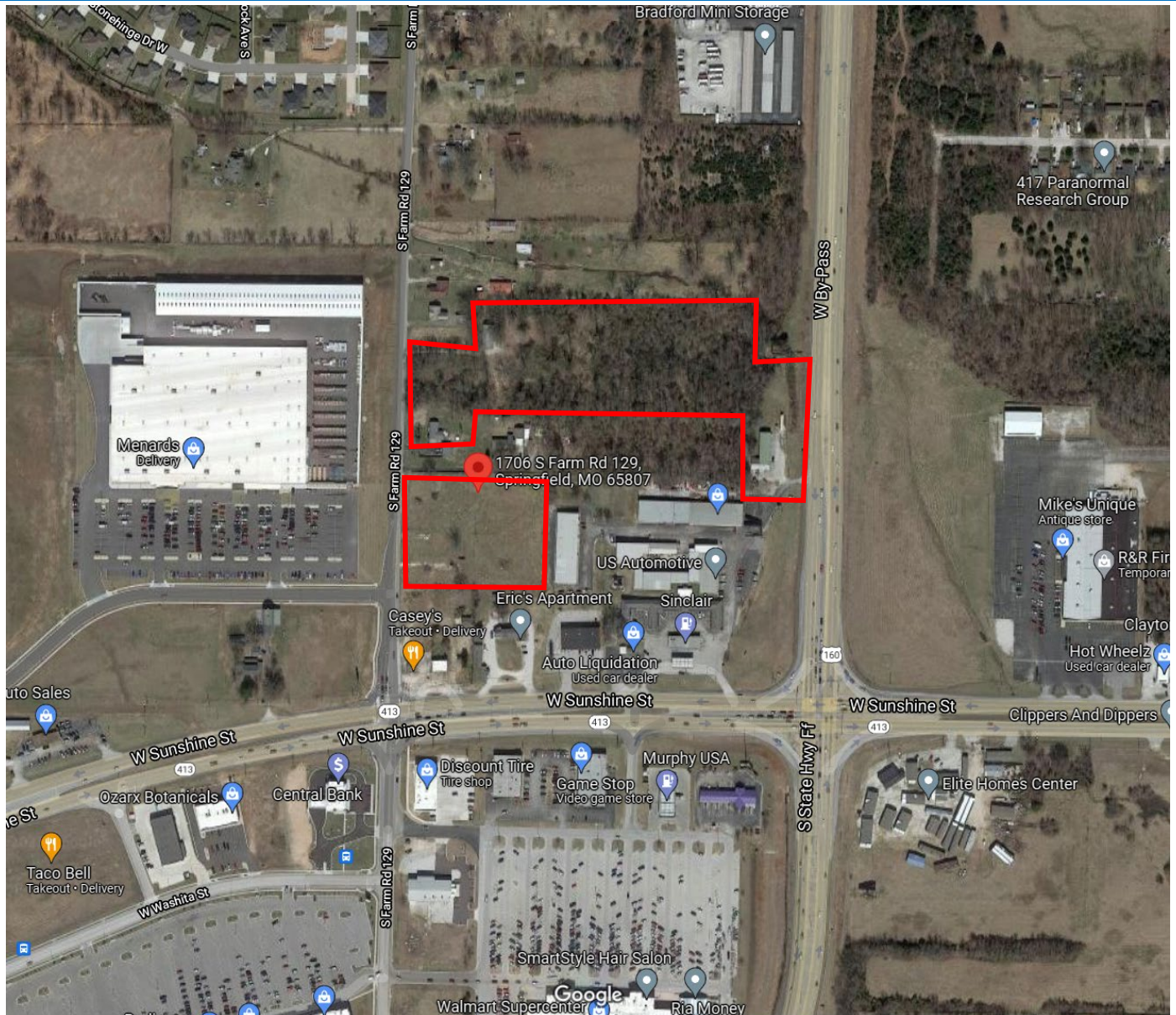
1. The southern portion of the subject property is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing uses. The northern portion of the subject property is identified as Medium to High Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County C-2 which allows similar commercial uses as the GR District. It is also located within an Activity Center and near a major intersection of two expressways (Sunshine and West Bypass) which encourages higher intensity developments.
2. The requested GR, General Retail zoning is consistent with the existing County C-2 zoning district which surrounds these properties to the north, east and south and allows similar commercial uses. The property to the southwest was recently annexed into the City and rezoned to GR for a convenience store and fueling station.
3. A Conditional Overlay District has been submitted to mitigate potential negative impacts of the General Retail District to adjacent properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	County C-2	County C-2	HC w/ COD
LAND USE	Single-family residential	Commercial uses	Commercial uses	Commercial uses

Development Review Staff Report

SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



Development Review Staff Report

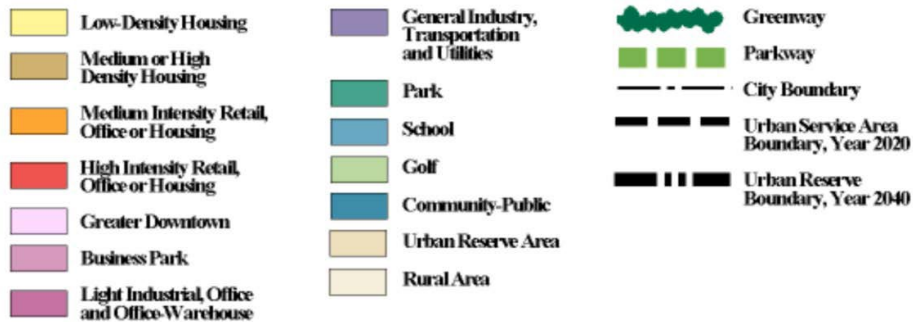
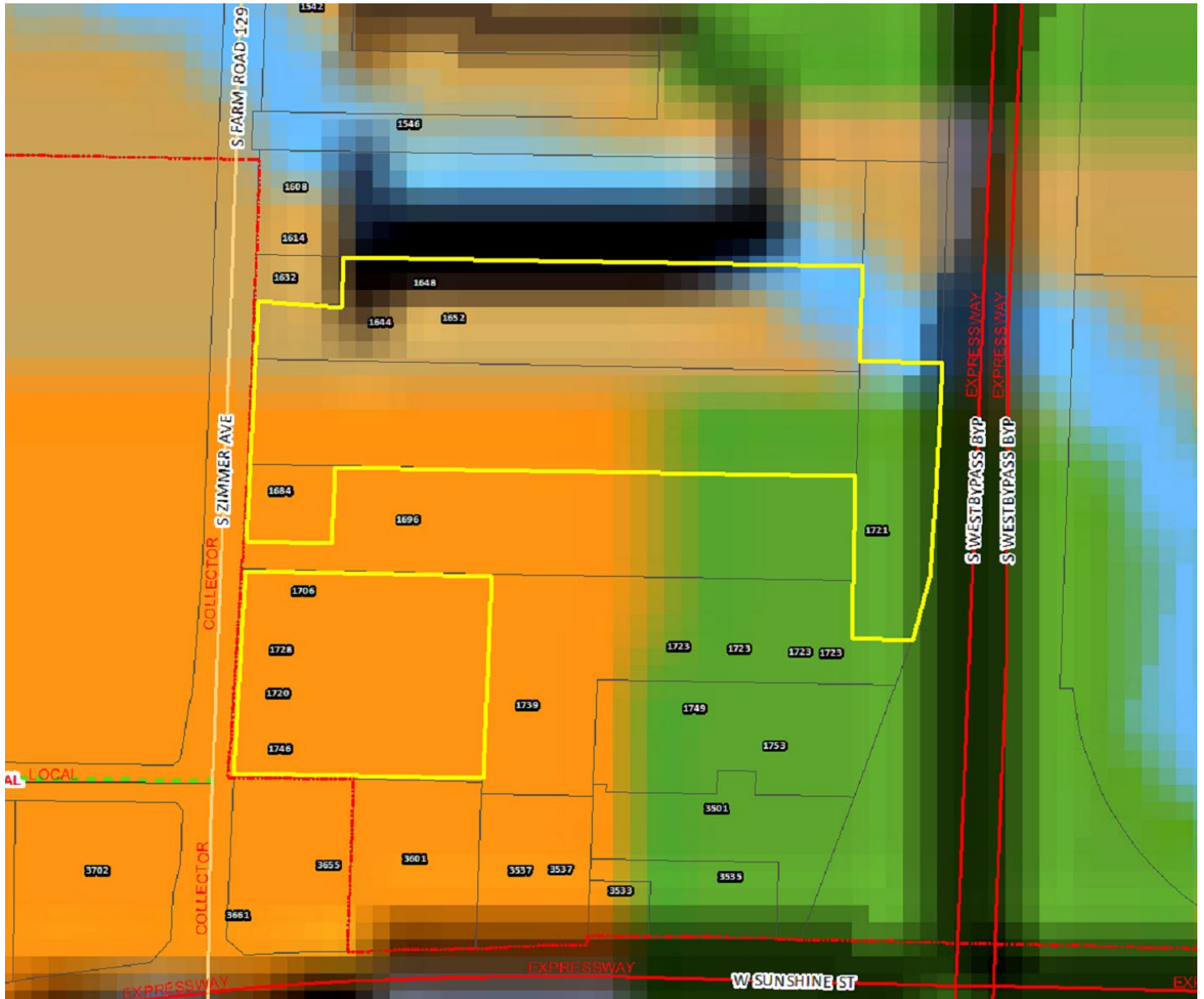


GOOGLE MAPS STREET VIEW:



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 C-2, General Commercial District. The rezoning is being processed concurrently with an annexation of 11.5 acres along Zimmer Avenue (Farm Road 129) and will have a public hearing during the same City Council meetings.

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 GR
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
These properties are completely surrounded by County and City commercial zoning districts so no bulk plane would apply.	These properties are completely surrounded by County and City commercial zoning districts so no bufferyard would apply.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The southern portion of the subject property 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 portion of the subject property is identified as Medium to High Density Housing on the *Growth Management and Land Use Plan*; however, the property was already zoned County C-2 which allows similar commercial uses as the GR District. It is also located within an Activity Center and near a major intersection of two expressways (Sunshine and West Bypass) which encourages higher intensity developments.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 11.5 acres of property generally located at 1644, 1684 & 1706 S. Zimmer Avenue (Farm Road 129) and 1721 S. West Bypass from County C-2, General Commercial District to GR, General Retail District and establishing Conditional Overlay District No. 205. An annexation request is being processed concurrently with this rezoning application. The intent of this rezoning application is to allow for a new retail and residential development. The GR District allows for mixed-use developments.

Development Review Staff Report



2. The uses within the GR district are consistent with current uses allowed on these properties. The current zoning of Greene County C-2, General Commercial District, allows similar commercial uses to the GR, General Retail District. All of the surrounding properties are zoned commercially (HC or GR) in the City or C-2, General Commercial District in the County. There are existing residential uses to the north, but they can be used commercially in the County at any time.
3. The proposed General Retail zoning district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. The General Retail district is intended for commercial uses that provide community-wide personal and business services, shopping centers and specialty shops. This district is also intended for on-site production of handcrafted items in conjunction with retail sales. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets. These properties are located within an Activity Center and near a major intersection of two expressways (Sunshine and West Bypass) which encourages higher intensity developments.
4. A Conditional Overlay District has been submitted to mitigate any potential impacts of the GR zoning. The requirements of the COD include a Traffic Impact Study to be submitted at the time of development and approved by Public Works and MODOT. 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 Zimmer Avenue or West Bypass shall be provided at the time of platting or development. Sidewalks are required to be constructed along the property frontage of Zimmer Avenue/West Bypass or a fee-in-lieu approval by the Administrative Review Committee. The subject properties shall be administratively combined or replatted following the current Subdivision Regulations. Some of the subject properties do not have direct access to public sewer and will need to be combined with the other properties or else will require public sewer extensions to connect to public sewer.
5. The COD, includes a stream buffer requirement of approximately 60 feet in width, as shown in the northeast corner of the properties at 1644 S. Zimmer Avenue and 1721 S. West Bypass. Per Chapter 8, Sec. 4.1.2 the stream buffer shall be shown on the plans by showing the topography and surveyed top of bank. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis. Stream buffers shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement.
6. The proposed development is anticipated to create an increase of trip generation of more than 500 trips daily and/or more than 50 trips in the AM/PM peak hours. A traffic impact study will be required to be reviewed and approved. The requirements of the study shall be incorporated in the site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. All public improvements required for the development must be constructed or escrowed prior to approval of the building permit.
7. Bufferyards or bulk planes are not required next to the adjacent properties to the north, east and south in unincorporated Greene County because they are currently zoned C-2, General Commercial District, which is comparable to the proposed GR, General Retail District.
8. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on October 13, 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: 11

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. 1684 & 1706-1746 do not have direct access to public sewer and will need to be combined with the other properties or else will require public sewer extensions to connect to public sewer. When properties do connect, they will need to pay \$0.033 per square foot trunkline reimbursement fee for the square footage of each property connecting.
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:

Installation of fire hydrants & fire access lanes shall comply with 2018 IFC when developed.

CITY UTILITIES:

City Utilities has no issues with the proposed rezoning.

MISSOURI DEPARTMENT OF TRANSPORTATION:

Any change in the driveway location or reconstruction of the driveway will require a MoDOT permit, and that permit may require a traffic study to determine if additional improvements, such as a right-turn lane, are required by the additional traffic generated by the proposed land use.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Wilsons Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. 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 **does have a stream buffer on site**.

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

1. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3 of the City's Flood Control and Water Quality Protection Manual. This site primarily drains to the north. A fee in lieu of constructing onsite stormwater detention will not be permitted.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: <https://www.springfieldmo.gov/2120/Resources>.

Development Review Staff Report



5. A stream buffer, approximately 60 feet in width, is shown in the northeast corner of the properties. Per Chapter 8, Sec. 4.1.2 the stream buffer shall be shown on the plans by showing the topography and surveyed top of bank. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis. Stream buffers shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement.
6. 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	Wilson's Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Zimmer Avenue as a Collector roadway and S. West Bypass as an Expressway. The standard right-of-way width for S. Zimmer Avenue is 30-feet from the centerline and 65-feet from the centerline for S. West Bypass. It appears additional right-of-way is not needed along S. Zimmer Avenue or S. West Bypass. 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. This portion of S. Zimmer Avenue is a city-maintained street. S. West Bypass is a MoDOT maintained roadway.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for S. Zimmer Avenue. Traffic counts will be required as part of the Traffic Study at the time of development.

DRIVEWAY ACCESS

There are currently four (4) driveway access point onto the property from S. Zimmer Avenue. Access to this property will be allowed based on existing City of Springfield standards for a Collector. MODOT will determine access to S. West Bypass based on their standards for an expressway at the time of development. Any change in the driveway location or reconstruction of the driveway will require a MoDOT permit, and that permit may require a traffic study to determine if additional improvements, such as a right-turn lane, are required by the additional traffic generated by the proposed land use.

SIDEWALK

There is not existing sidewalk along the property frontage of S Zimmer Avenue. Sidewalk is required to be constructed at the time of development. There is not existing sidewalk along the property frontage of S. West Bypass. Sidewalk may be required by MODOT at the time of development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

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

IMPROVEMENTS

The proposed development is anticipated to create an increase of trip generation of more than 500 trips daily and/or more than 50 trips in the AM/PM peak hours. A traffic impact study will be required to be reviewed and approved. The requirements of the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. All public improvements required for the development must be constructed or escrowed prior to approval of the building permit.

Development Review Staff Report



TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline	Required Street ROW from Centerline
				(ft.) (Approx.)	(ft.)
Street 1	S. Zimmer Avenue	Collector	No	Varies	30
Street 2	S. West Bypass	Expressway	No	70	65
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		32	40	384	
*Proposed Trips Generated		128	67	5,760	
Additional Trips Generated		96	496	5,376	

*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-21-2021 & CONDITIONAL OVERLAY DISTRICT NO. 205

The requirements of Section 36-421. 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 reviewed and approved at the time of development. The requirements of the study shall be incorporated in the site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. 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. The subject properties shall be administratively combined or replatted following the current Subdivision Regulations. Some of the subject properties do not have direct access to public sewer and will need to be combined with the other properties or else will require public sewer extensions to connect to public sewer. When properties connect, they will need to pay \$0.033 per square foot trunkline reimbursement fee for the square footage of each property connecting.
3. The standard right-of-way width for S. Zimmer Avenue is 30-feet from the centerline and 65-feet from the centerline for S. West Bypass. It appears additional right-of-way is not needed along S. Zimmer Avenue or S. West Bypass. 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 limits. Driveway access points will need to be reviewed and modified to meet the minimum spacing requirements along Zimmer Avenue and West Bypass.
4. Sidewalks are required to be constructed along Zimmer Avenue at the time of development. The developer has the option to apply to the ARC to seek approval to pay a fee in lieu of constructing sidewalk if the criteria are met in City Code Section 36-471. If approved, the fee must be paid prior to issuance of a building permit.

Development Review Staff Report



5. A stream buffer, approximately 60 feet in width, is shown in the northeast corner of the properties. Per Chapter 8, Sec. 4.1.2, the stream buffer shall be shown on the plans by showing the topography and surveyed top of bank. Any encroachment into the stream buffer will require submittal of a stream buffer plan and no feasible alternative analysis. Stream buffers shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat or recorded in a stream buffer easement. Alternatively, stream buffers may be dedicated to the City with the City's acceptance.
6. Any change in the driveway location or reconstruction of the driveway on S. West Bypass will require a MoDOT permit, and that permit may require a traffic study to determine if additional improvements, such as a right-turn lane, are required by the additional traffic generated by the proposed land use.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: C-2 to GR
(existing zoning) (proposed zoning)
2. Meeting Date & Time: Wednesday, October 13, 2021 from 4:00-6:30pm
3. Meeting Location: Fire Station #8
4. Number of invitations that were sent: 45
5. How the mailing list was generated: The City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 6
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See attached

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

None received.

I, Wesley Weimer (print name), attest that the neighborhood meeting was held on October 13, 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]
Signature of person completing affidavit

Wesley Weimer
Printed name of person completing affidavit

As a group of those attending the following verbal questions and comments were received during the meeting.

1. Question: Are all neighboring properties going to annexed?

Response: Only the properties owned by the developer will be annexed at this time.

2. Question: Can we object to this? Or is it a done deal?

Response: No this is not a done deal. City Council has to vote on this and they will be aware of neighbor's questions and concerns. Citizens can still express their concerns either in person at the meeting or write in comments.

3. Question: When is the City Council meeting?

Response: The next meeting is Nov 4. You will receive another mailed notice of this meeting.

4. Comment: No mail service is currently occurring on Farm Rd 129 due to roadwork. Concern was expressed for receiving the next notice and it was a burden to receive the notice for this meeting (neighborhood)

5. Concerns were expressed over the integrity of the developer.

6. Question: What will be the address? Farm Rd? or Zimmer?

Response: Not sure at this time. City will determine a 911 address at a later time.

7. Question: Will neighboring properties still be allowed uses permitted by the County (ie. Horses on property)

Response: Neighboring properties that are currently in the County will continue to be in the County. Whatever uses are currently allowed will continue to be allowed.

8. Question: What is the proposed use for the properties?

Response: Developer currently doesn't have a final plan, but is considering multilevel building with retail stores on the bottom and residential above.

9. Question: Why are we just now hearing about this? (Original boundary survey was done in 2018)

Response: Now that the developer is getting these properties re-zoned, he has to notify neighbors of the change. This change is what triggered this meeting.

10. Question: What is the cost to connect to City water & sewer?

Response: Unsure of the cost.

Response by neighboring citizen: The City's connection rate is high in this area

11. Comment: The City has torn up properties installing sewer in this area.

12. Comment: Concern was expressed that the City was aggressively incorporating this area and not listening to the individuals living in this area.

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 11-23-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-301

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 457 for the purpose of permitting an
2 automobile washing business to operate as a conditional use within
3 the GR – General Retail District, generally located at 211 West
4 Battlefield Road. (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 November 4, 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. 457 for the property generally located at 211 West
16 Battlefield Road 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. 457; 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 211 West Battlefield Road.
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. 457 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. 457 is granted for the purpose of
33 permitting an automotive washing business to operate as a conditional use within the

34 GR – General Retail District, located at the property described in “Exhibit B,” which is
35 attached hereto and incorporated herein by this reference, and which is generally
36 located at 211 West Battlefield Road.
37

38 Section 2 – Building permits, certificates of occupancy, and any other required
39 permits or approvals may be issued by the duly authorized officials of the City provided
40 that such issuance is consistent with Section 36-363 of the Land Development Code,
41 any other applicable City regulation or ordinance, and the “Requirements for Conditional
42 Use Permit 457” described in “Exhibit A,” which is attached hereto and incorporated
43 herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit
44 D – Attachment 2” shall govern and control the use and development of the land
45 described in “Exhibit B,” in a manner consistent with the attached site plan depicted on
46 “Exhibit D – Attachment 5.” “Exhibit D” is attached hereto and incorporated herein by
47 this reference in its entirety.
48

49 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
50 the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.
51

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

57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

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

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

EXPLANATION TO COUNCIL BILL 2021-301

FILED: 11-23-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit an automobile washing business as a Conditional Use Permit within a GR, General Retail District generally located at 211 West Battlefield Road. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 457

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 457 in a manner consistent with the attached site plan (Exhibit D - Attachment 5).

FINDINGS FOR STAFF RECOMMENDATION:

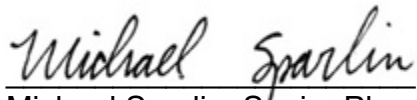
1. This application meets the approval standards for a Conditional Use Permit (Exhibit D - Attachment 3).
2. Approval of this application is subject to the Requirements for Approval (Exhibit D - Attachment 2) and site plan (Exhibit D - Attachment 5).
3. Approval of this request will provide for development 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 November 4, 2021, and recommended approval, by a vote of 8 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

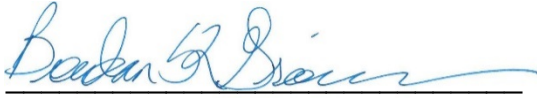
The Planning and Development staff recommends the application be approved with the conditions (see attached Exhibit A).

Submitted by:



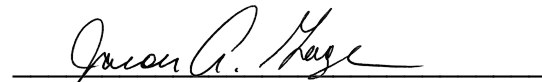
Michael Sparlin, Senior Planner

Recommended by:



Brendan Griesemer,
Acting Director, AICP

Approved by:



Jason Gage,
City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 457

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 457

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 457

1. An automobile washing business is permitted in conformance with Exhibit D - Attachment 5.
2. The automobile washing business shall comply with all the standards listed in Exhibit D - Attachment 3.
3. Per City Code Section 98, any modifications to an existing driveway shall comply with all Sections of the Public Works Design Standards, Technical Specs., and Standard ST-9. This includes removal of any driveways shown on the site plan that are not in compliance with driveway spacing as applicable.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 457

BEGINNING AT A POINT 75 FEET EAST OF THE EAST LINE OF SOUTHGATE FIRST ADDITION, SAID POINT ALSO BEGINNING ON THE NORTH RIGHT-OF-WAY LINE OF BATTLEFIELD ROAD AS IT NOW EXISTS, THENCE NORTH PARALLEL WITH THE EAST LINE OF SOUTHGATE FIRST ADDITION, A DISTANCE OF 250 FEET; THENCE EAST PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF BATTLEFIELD ROAD, A DISTANCE OF 150 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF SOUTHGATE FIRST ADDITION, A DISTANCE OF 250 FEET TO THE SAID NORTH RIGHT-OF-WAY LINE OF BATTLEFIELD ROAD; THENCE WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 457

Planning and Zoning Commission – November 4, 2021

Conditional Use Permit 457
211 West Battlefield Road

Applicant: Choong Properties, LLC

Mr. Hosmer states that this is a request to permit an automobile washing business as a Conditional Use Permit within a GR, General Retail District generally located at 211 West Battlefield Road. The Comprehensive Plan identifies the property as Medium Intensity Retail, Office, or Housing. The Transportation Plan classifies Battlefield as a Primary Arterial roadway and a Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area and on-site stormwater detention will be required. The CUP will allow a car wash in compliance with the approved site plan. Driveways must comply with PW Design Standards. Staff recommends approval.

Mr. Doennig opened the public hearing.

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

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Conditional Use Permit 457 (211 West Battlefield Street). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, Jobe, and Broekhoven. Nays: None. Abstain: None. Absent: Lebeck.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

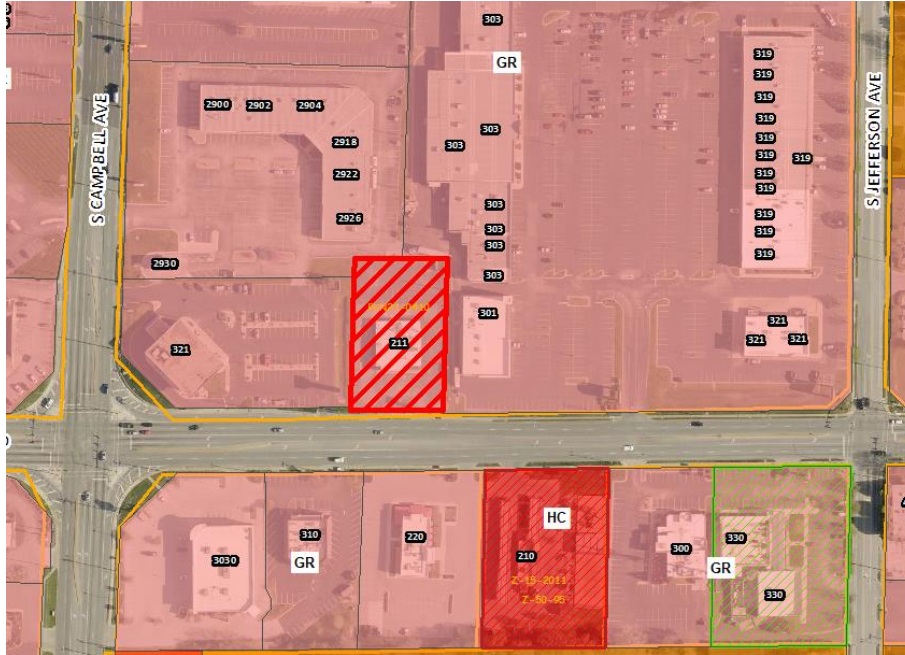


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

NOVEMBER 4, 2021

CITY COUNCIL PUBLIC HEARING:

NOVEMBER 29, 2021



CASE NUMBER:

Conditional Use Permit 457

LOCATION: 211 West Battlefield Road

ACRES: Approximately 0.86 acres

EXISTING LAND USE: Vacant restaurant

APPLICANT: Choong Properties LLC

STAFF: Michael Sparlin, Senior Planner

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

I move to recommend approval of the CUP and staff report as the findings of fact. 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 211 West Battlefield Road.

FINDINGS FOR STAFF RECOMMENDATION:

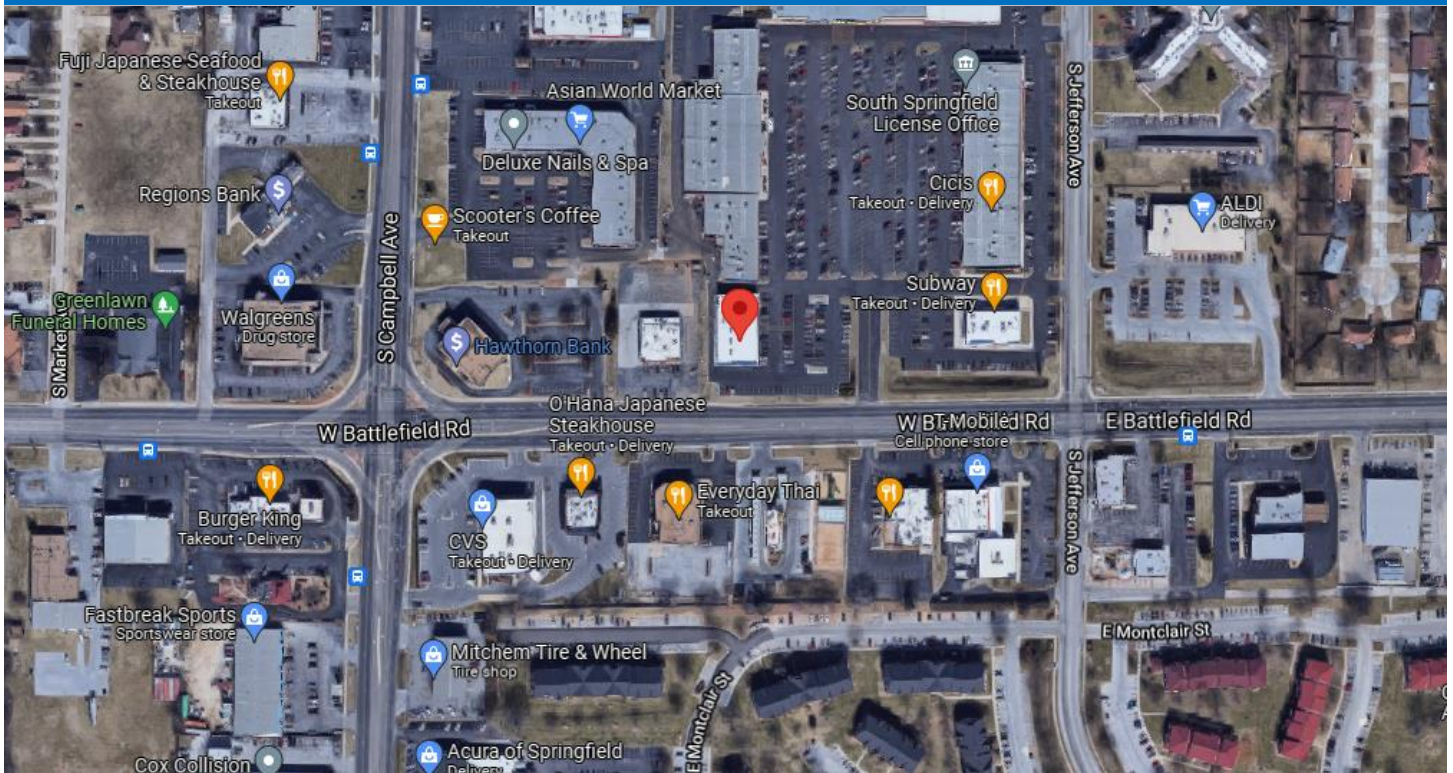
1. This application meets the approval standards for a Conditional Use Permit (Attachment 3).
2. Approval of this application is subject to the Requirements for Approval (Attachment 2) and site plan (Attachment 5).
3. Approval of this request will provide for development of the subject property which 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	GR	GR	GR	GR
LAND USE	Commercial Shopping Center	Restaurant	Commercial Shopping Center	Commercial uses

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



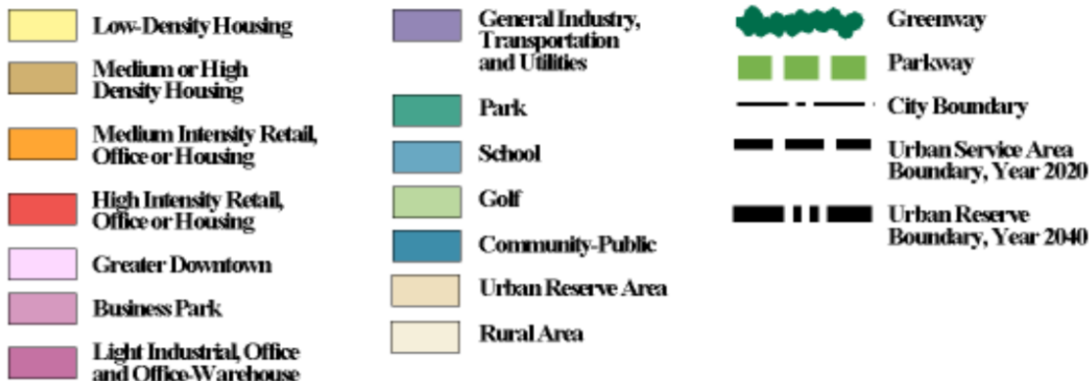
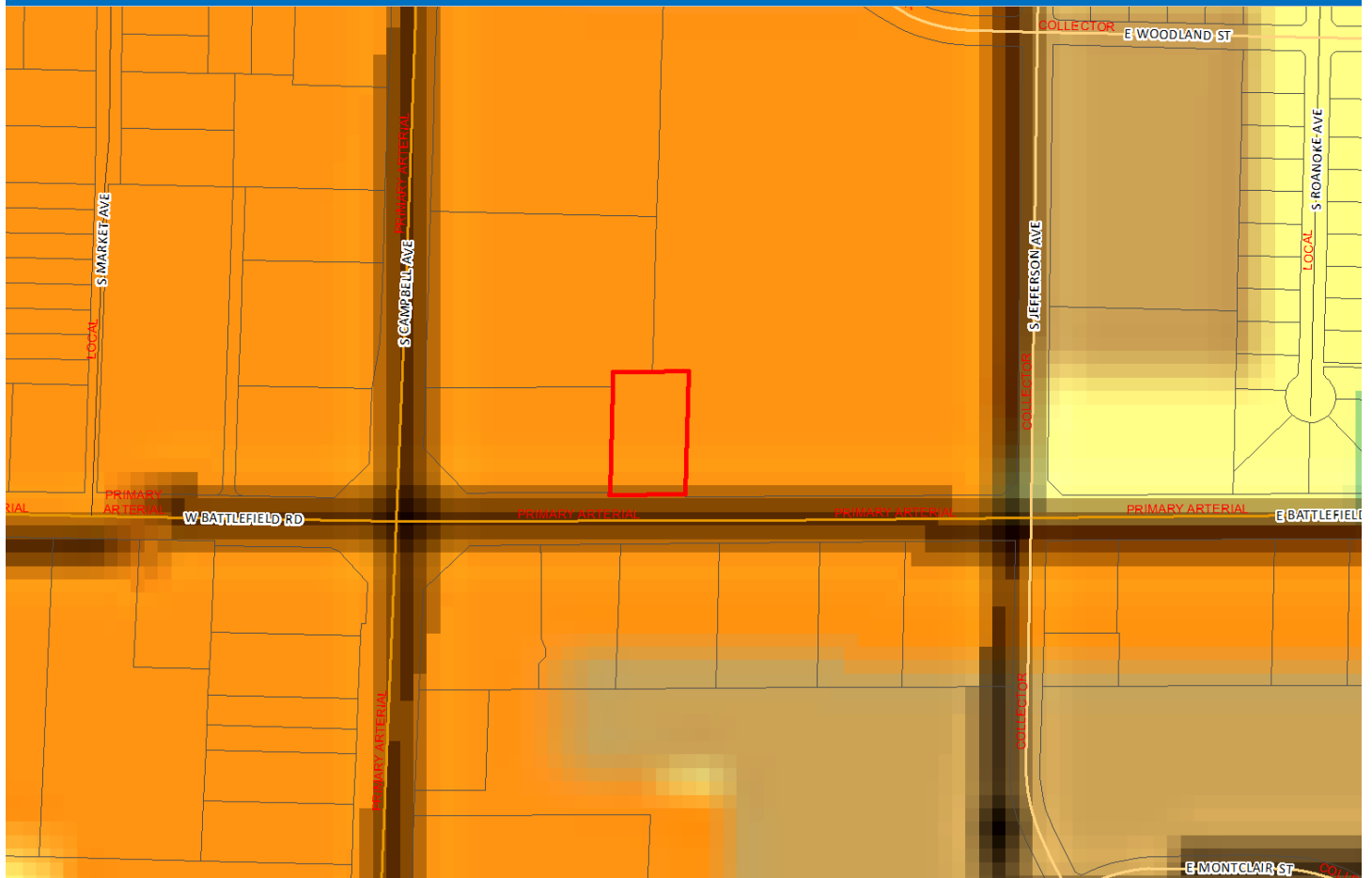
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property 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. This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections along certain road corridors. 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 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.
4. 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 October 14, 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: 7 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1
CONDITIONAL USE PERMIT 457

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 TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Battlefield Road as a Primary Arterial roadway. The standard right-of-way width for W. Battlefield Road is 50-feet from the centerline. It appears no additional right-of-way is needed along W. Battlefield Road. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be built within the required right of way. W. Battlefield Road is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Battlefield Road is 34,985 vehicles per day. On-street parking is not allowed along W. Battlefield Road.

DRIVEWAY ACCESS

There is currently two driveway access points onto the property from W. Battlefield Road. The existing driveway approaches do not meet the current spacing requirement for a Primary Arterial set forth in City Code Chapter 98. If any modification takes place either of these approaches, one would be required to be closed. No additional access is allowed.

SIDEWALK

There is existing sidewalk along the property frontage of W. Battlefield Road. 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 is one eastbound bus stop located across the street from this property. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily.

Development Review Staff Report



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	W. Battlefield Road	Primary Arterial	No	50	50
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		4	47	503	
*Proposed Trips Generated		N/A	78	N/A	
Additional Trips Generated		0	31	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 COMMENTS:

The property is in the **Inman Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out**. The proposed development will increase the amount of green space on the property. The property **is not in a stream buffer area**.

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL USE PERMIT 457

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. Per City Code Section 98, any modifications to an existing driveway shall comply with all Sections of the Public Works Design Standards, Technical Specs., and Standard ST-9. This includes removal of any driveways shown on the site plan that are not in compliance with driveway spacing as applicable.
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 457

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 between the Sunshine & Campbell Activity center and the Campbell & James River Freeway Activity centers.	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 W Battlefield Road and the proposed access will not be relocated and there are no additional access points to Battlefield Road 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 W Battlefield Road 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 on-site should be at or close to the existing noise levels in the area created by the traffic on Battlefield. The blowers at the exit of the car wash have a noise	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:
	level of ~70dB at 50 ft. Beyond that distance, the tunnel blower noise blends into the surrounding noise and is not very noticeable. The adjacent buildings to the east and west are ~65 ft and ~295 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 on-site vacuum units will have the central vacuum units located in block structures ~70 ft from the nearest building. The normal hours of operation are 7am - 8pm, so there will be no impacts to any neighbors in the	
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 surrounding properties are all developed commercial properties with similar hours of operation. 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	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 Battlefield will be removed and replaced with a monument sign near the SE 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.
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. Battlefield Road is classified as a Primary Arterial with 4 travel lanes, a center turn lane, and a right of way of 90 feet in this area. This is suitable for the proposed	Battlefield Road pavement width is adequate to handle increased traffic volume.

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:
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 all sides by commercial developments. The proposed improvements will be constructed per City of Springfield standards and will not adversely affect the commercial properties.	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 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 the vacuum enclosures. Landscaping and screening will conform with City of Springfield zoning requirements.	The standards of the Zoning Ordinance adequately address these issues. The subject property is located in an area of commercial uses and is not anticipated to dominate the immediate vicinity or to interfere with the development and use of neighboring properties.
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 site is currently developed with the majority of the site covered by building and parking lot. The proposed site will slightly increase the amount of pervious/landscaped area	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.	No. There are no significant natural topographic or physical features on the site. The site is currently developed with the majority of the site covered by building and parking lot.	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 is required to comply with applicable regulations with regard to lot size, bulk regulations, use limitations and performance 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:
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 two existing accesses to Battlefield Road and these access locations 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, 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.	Yes. All public utilities are available at the site. Stormwater runoff will be decreased by the proposed development due to the increase of grass/landscaped areas on site.	This property is already served with public infrastructure and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 211 W Battlefield Road
2. Meeting Date & Time: October 14, 2021
3. Meeting Location: Redeemer Lutheran Church - 2852 S. Dayton Ave
4. Number of invitations that were sent: 35
5. How was the mailing list generated: Provided by Planning Department
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

None Received

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

None Received

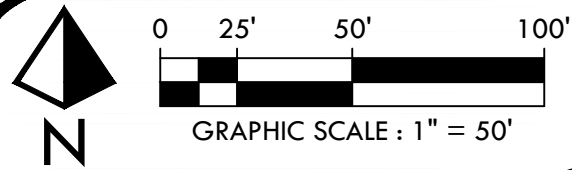
I, Aaron Hargrave (*print name*), attest that the neighborhood meeting was held on 10/15/2021 (*month/date/year*), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Aaron T. Hargrave

Signature of person completing affidavit

Aaron T. Hargrave

Printed name of person completing affidavit



Minimum yard requirements (additional bufferyard may be required by subsection 36-421(8)):

Front yard: Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations.

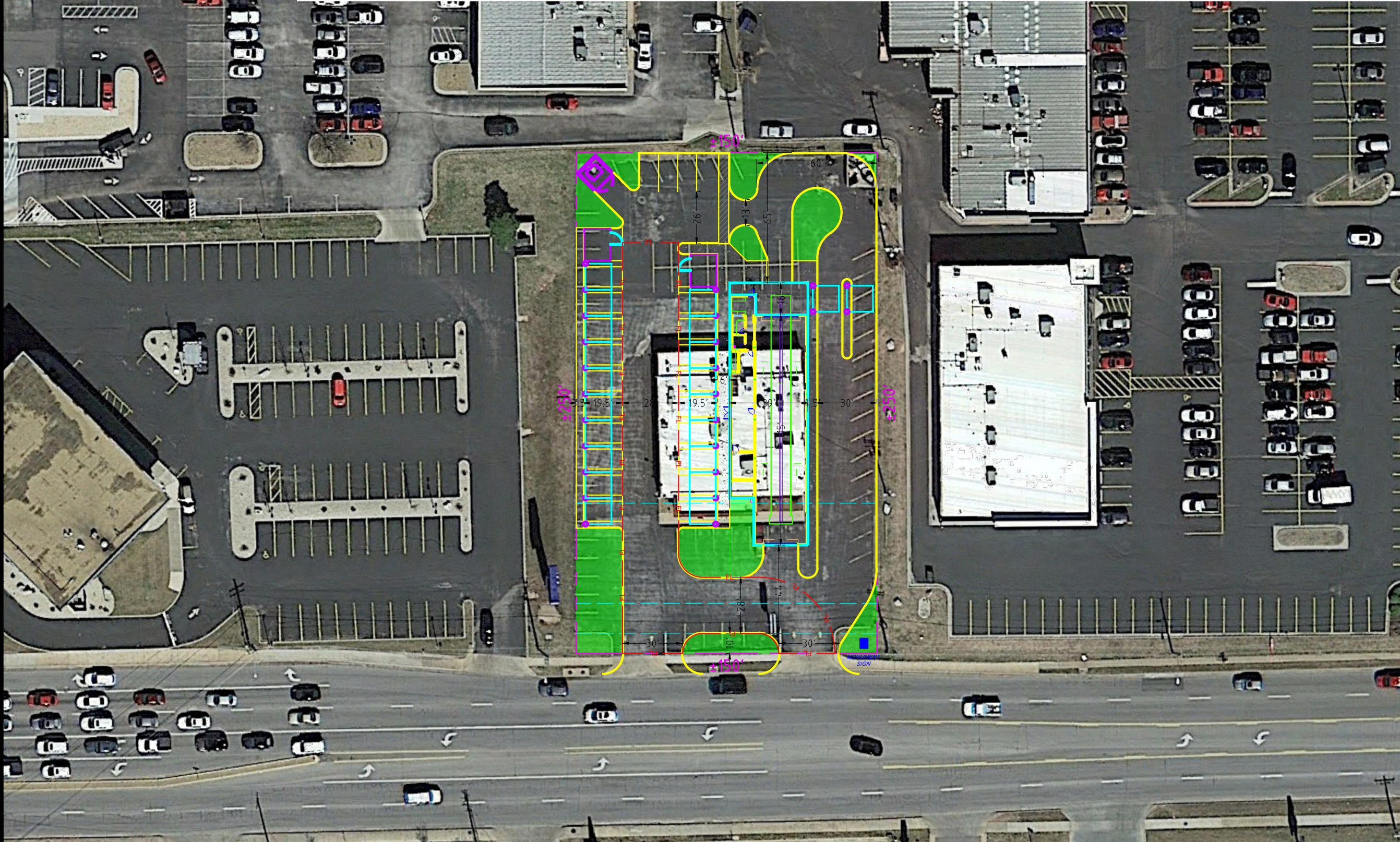
Side and rear yards: None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection 36-421(8).

Notes:

Acreage: 37,500 SF / 0.86 AC
Zoning: GR

Tunnel Length: 115'
Vehicle Stack:
Vacuum Stalls:

AADT:
Lat/Long : 33.469300, -94.0943848



CONCEPTUAL SITE PLAN

211 W Battlefield Rd
Springfield, MO 65807

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

DRAWN : TF	215033MO
DATE : 08.24.21	REV.0



3930 GALLERIA OAKS DR
TEXARKANA, TX 75503
(903)223-8000

A landscape area located within 30 feet of the adjacent street right-of-way containing at least ten square feet of open space for each one foot of street frontage. The landscape area shall be arranged to create a strip at least five feet wide directly adjacent to the street right-of way and to accommodate the required plantings. Preference shall be given to massing landscape areas at access drives to the site. The perimeter landscape area shall not be counted towards the required interior landscaping area for the parking or vehicular use area.

One-rdg. _____
P. Hrngs. X
Pgs. 23
Filed: 11-23-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 302

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 458 for the purpose of permitting a body
2 and fender repair and paint shop as a conditional use within the HC –
3 Highway Commercial District, generally located at 1825 West Kingsley
4 Street. (Staff and Planning and Zoning Commission recommend
5 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 November 4, 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. 458 for the property generally located at 1825 West
16 Kingsley Street and zoned HC – Highway Commercial 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. 458; 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 1825 West Kingsley 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. 458 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. 458 is granted for the purpose of
33 permitting a body and fender repair and paint shop to operate as a conditional use

34 within the HC – Highway Commercial District, located at the property described in
35 “Exhibit B,” which is attached hereto and incorporated herein by this reference, and
36 which is generally located at 1825 West Kingsley Street.
37

38 Section 2 – Building permits, certificates of occupancy, and any other required
39 permits or approvals may be issued by the duly authorized officials of the City provided
40 that such issuance is consistent with Section 36-363 of the Land Development Code,
41 any other applicable City regulation or ordinance, and the “Requirements for Conditional
42 Use Permit 458” described in “Exhibit A,” which is attached hereto and incorporated
43 herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit
44 D – Attachment 2” shall govern and control the use and development of the land
45 described in “Exhibit B,” in a manner consistent with the attached site plan depicted on
46 “Exhibit D – Attachment 5.” “Exhibit D” is attached hereto and incorporated herein by
47 this reference in its entirety.
48

49 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
50 the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.
51

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

57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

66 Approved as to form: Jill Bunn, Assistant City Attorney
67
68

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

EXPLANATION TO COUNCIL BILL 2021- 302

FILED: 11-23-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit a body and fender repair and paint shop as a Conditional Use Permit within a HC, Highway Commercial District generally located at 1825 West Kingsley Street. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 458

The applicant is requesting approval of a Conditional Use Permit for a body and fender repair and paint shop on the subject property within a HC, Highway Commercial District. The *Zoning Ordinance* requires a use permit in the HC, Highway Commercial District for a body and fender repair and paint shop.

The subject property is located within the James River Freeway and Kansas Expressway Activity Center and is adjacent to the Freeway. The conditional use is consistent with other land uses in this vicinity with a car wash and other automobile repairs shops.

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 458 in a manner consistent with the attached site plan (Exhibit D - Attachment 5).

FINDINGS FOR STAFF RECOMMENDATION:

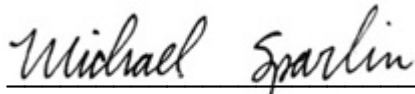
1. This application meets the approval standards for a Conditional Use Permit. (Exhibit D - Attachment 3).
2. Approval of this application is subject to the Requirements for Approval (Exhibit D - Attachment 2) and site plan (Exhibit D - Attachment 5).
3. Approval of this request will provide for development 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 November 4, 2021, and recommended approval, by a vote of 7 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,
Acting Director, AICP

Approved by:



Jason Gage,
City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 458

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 458

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 458

1. A body and fender repair and paint shop are permitted in conformance with Exhibit D - Attachment 5.
2. The body and fender repair and paint shop shall comply with all the standards listed in Exhibit D - Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 458

THAT CERTAIN PARCEL OR TRACT OF LAND BEING ORIGINALLY PLATTED AS PART OF LOT 11 AND ALL OF LOT 12 OF REMINGTON'S SUBDIVISION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF LOT 12 OF SAID REMINGTON'S SUBDIVISION; THENCE, N87°56'30"W, ALONG THE SOUTH LINE OF SAID LOT 12 AND LOT 11, A DISTANCE OF 254.38 FEET TO AN EXISTING IRON PIN; THENCE, N02°01'38"E, A DISTANCE OF 294.34 FEET TO AN EXISTING IRON PIN ON THE NORTH LINE OF SAID LOT 11; THENCE, S80°34'21"E, ALONG THE NORTH LINE OF SAID LOT 11 AND LOT 12, A DISTANCE OF 247.73 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE, S00°07'39"W, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 262.71 FEET TO THE POINT OF COMMENCEMENT

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 458

Planning and Zoning Commission – November 4, 2021

Conditional Use Permit 458
1825 West Kingsley Street

Applicant: Alcancia, Elpidio Y Rev Inter Vivos Trust

Mr. Hosmer states that this is a request to permit a body, fender repair and paint shop as a Conditional Use Permit within a HC, Highway Commercial District generally located at 1825 West Kingsley Street. The Comprehensive Plan identifies the property as High-Intensity Retail, Office, or Housing. The property is located in the James River Freeway and Kansas Expressway Activity Center. The Transportation Plan classifies Kingsley as a Local roadway and a Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area and on-site stormwater detention is provided. The CUP will allow a body and fender repair and paint shop in compliance with the approved site plan. The application meets the approval standards for the conditional use permit. Staff recommends approval.

Mr. Colony asked if there will be any car storage and Mr. Hosmer stated that will not be any car storage.

Mr. Doennig opened the public hearing.

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

Mr. Colony asked if there will be any additional screening or landscaping.

Mr. Hargrave was not sure for any additional screening or landscaping, but something for security.

Mr. Doennig closed the public hearing.

Mr. Jobe asked if they currently could have a car repair/paint shop in its current Highway Commercial zoning and how the CUP would deviate from what is permitted under Highway Commercial to what purpose.

Mr. Hosmer stated that they could have a car repair/paint shop in Highway Commercial zoning only by the allowable use of a CUP which includes a site plan in each district.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Conditional Use Permit 458 (1825 West Kingsley Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Knuckles, Colony, Bruce, and Broekhoven. Nays: Jobe. Abstain: None. Absent: Lebeck.

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

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

NOVEMBER 4, 2021

CITY COUNCIL PUBLIC HEARING:

NOVEMBER 29, 2021



CASE NUMBER:

Conditional Use Permit 458

LOCATION: 1825 West Kingsley Street

ACRES: Approximately 1.60 acres

EXISTING LAND USE: Undeveloped land

APPLICANT: Alcancia, Elpidio Y Rev Inter Vivos Trust

STAFF: Michael Sparlin, Senior Planner

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

I move to recommend approval of the CUP and staff report as the findings of fact. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

This is a request to permit a body and fender repair and paint shop as a Conditional Use Permit within a HC, Highway Commercial District generally located at 1825 West Kingsley Street.

FINDINGS FOR STAFF RECOMMENDATION:

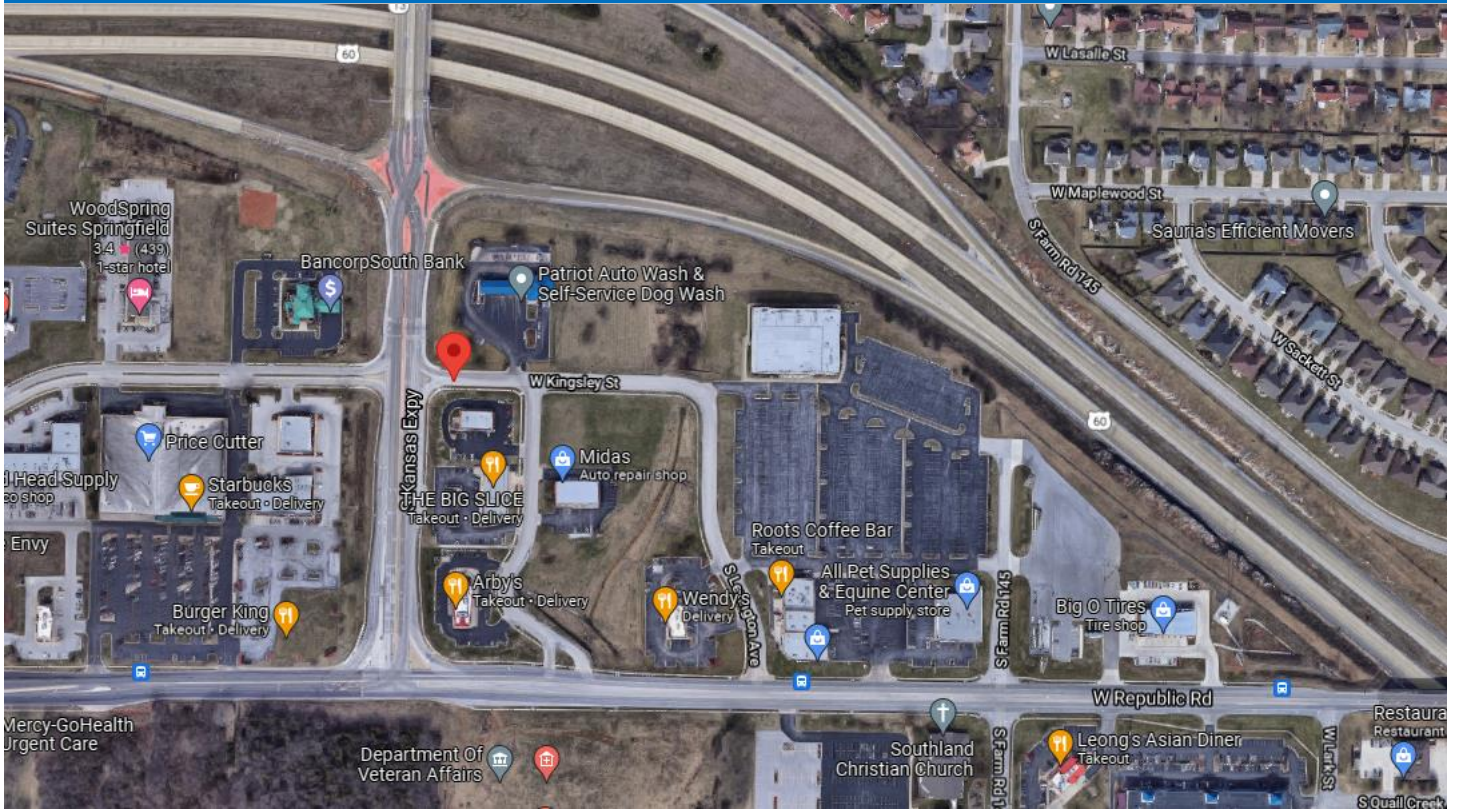
1. This application meets the approval standards for a Conditional Use Permit. (Attachment 3).
2. Approval of this application is subject to the Requirements for Approval (Attachment 2) and site plan (Attachment 5).
3. Approval of this request will provide for development of the subject property which 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	James River Freeway right-of-way	HC	HC	HC
LAND USE	Freeway	Undeveloped land	Church	Car wash

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

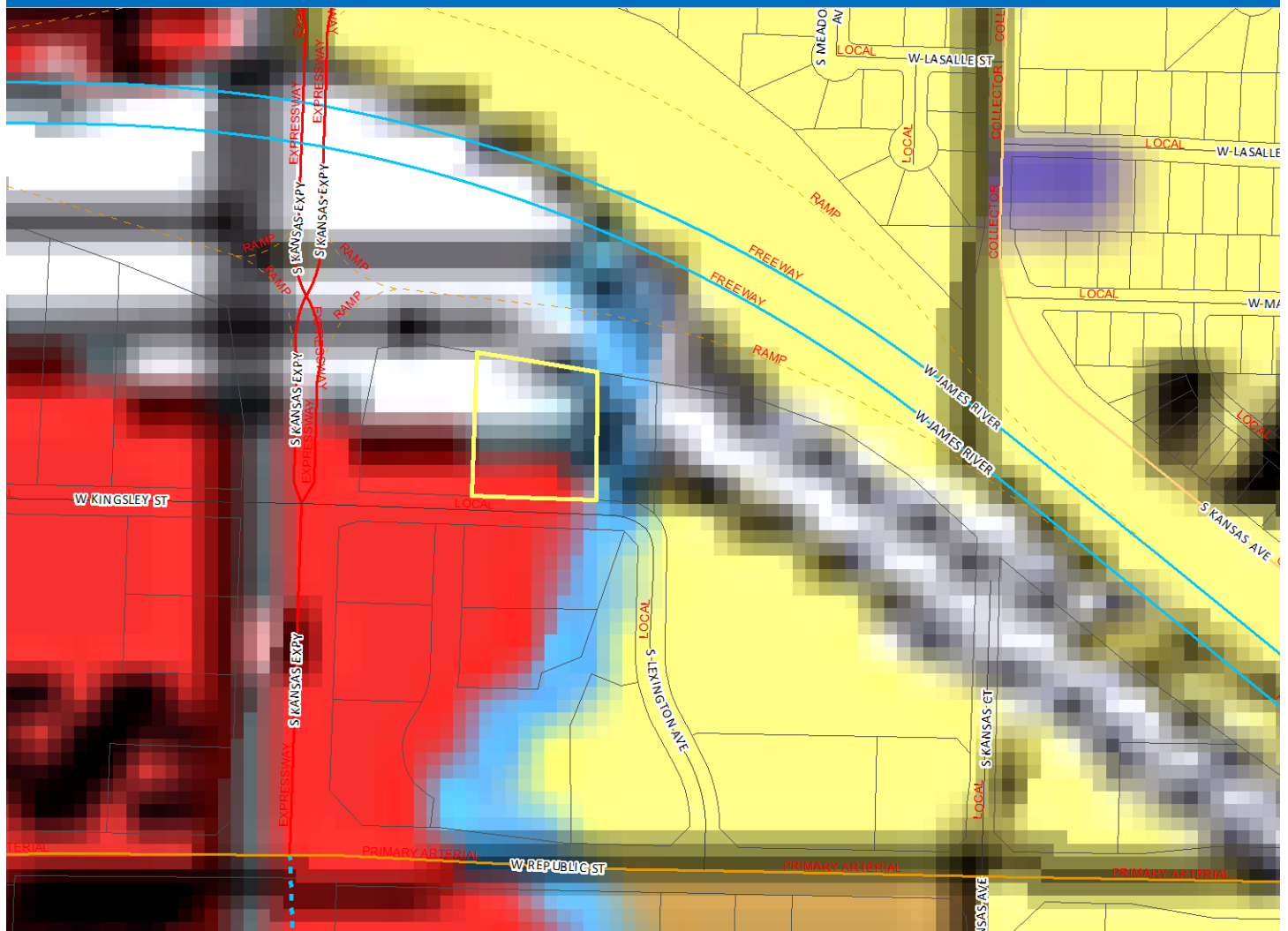


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property has been zoned HC, Highway Commercial 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 High-Intensity Retail, Office or Housing. This category is sited at locations identified as Activity Centers and is similar to the Medium- Intensity Retail, Office or Housing except that the density and intensity of land development is expected to be greater.

The subject property is located with the James River Freeway and Kansas Expressway Activity Center. It is intended that additional development be concentrated in and around the Activity Centers so as to optimize transportation

Development Review Staff Report



investments, citizen convenience, investor confidence, a compact growth pattern, and a sense of urban excitement. Land in each Activity Center would be intensively and efficiently used.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for a body and fender repair and paint shop on the subject property within a HC, Highway Commercial District. The *Zoning Ordinance* requires a use permit in the HC, Highway Commercial District for a body and fender repair and paint shop.
2. Approval of this request will provide for the development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. The subject property is located within the James River Freeway and Kansas Expressway Activity Center and is adjacent to the Freeway. The conditional use is consistent with other land uses in this vicinity with a car wash and other automobile repairs shops.
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. A landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.
6. 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 October 12, 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: 20 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1
CONDITIONAL USE PERMIT 458

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 TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Kingsley Street as a Local - Commercial roadway. The standard right-of-way width for W. Kingsley Street is 30-feet from the centerline. It appears no additional right-of-way is needed along W. Kingsley Street. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be built within the required right of way. W. Kingsley Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is no recent traffic count on W. Kingsley Street. On-street parking is not allowed along W. Kingsley Street.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from W. Kingsley Street. The placement of new driveway approaches are required to meet existing City of Springfield spacing standards for a Local – Commercial roadway set forth in Chapter 98 of city code.

SIDEWALK

There is no existing sidewalk along the property frontage of W. Kingsley Road. Per City Code Section 36-471, sidewalk is not required to be built on both sides of a Local roadway in a Highway Commercial (HC) zoning district. 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 located along the property frontage. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the conditional use does not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily.

Development Review Staff Report



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	W. Kingsley Street	Local - Commercial	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	720	
*Proposed Trips Generated		12	17	100	
Additional Trips Generated		-4	-50	-620	

*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 **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 **is not applicable because detention is already provided**. The property **is not in a stream buffer area**.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL USE PERMIT 458

1. A body and fender repair and paint shop are permitted in conformance with Attachment 5.
2. The body and fender repair and paint shop shall comply with all the standards listed in Attachment 3.
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 458

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:		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 body/repair business in this location is consistent with the City of Springfield Comprehensive Plan. The Growth Management and Land Use Plan identifies this section of S Kansas Expressway as "High Intensity Retail, Office or Housing and is located near the S Kansas Expressway and James River Freeway Activity Center. Highway Commercial, 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 High-Intensity Retail, Office or Housing. 3.The subject property is located within the James River Freeway and Kansas Expressway Activity Center and is adjacent to the Freeway.
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 proposed access will meet all City of Springfield regulations.	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 go downstream to a regional detention and extended detention basins constructed as part of 9PW4715 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	No. The noise levels of the equipment to be used onsite should be at or close to the existing noise levels in the area	The applicant's response adequately addresses this condition It is not expected that the proposed use will have noise

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:		Staff response:
permitted as a matter of right in the district.	created by the traffic on W. James River Freeway. Surrounding commercial properties are existing automobile repair shops.	characteristics that exceed Zoning Ordinance standards.
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 screening will be provided per City of Springfield requirements and neighboring properties are of similar use. No residential properties are nearby. The properties to the east are vacant and property to the west is a commercial car wash and expressway 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 allowable levels on adjacent properties. Stationary lights will be also positioned to direct light away from neighboring properties and roads.	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. 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.
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. W. Kingsley Street is classified as a Local Street with 2 travel lanes and low speed. This is suitable for the proposed use.	Kingsley 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 in close proximity to multiple auto repair shops and a car wash. This makes it compatible with existing surrounding developments. The proposed improvements will be constructed per City of Springfield standards and will not adversely affect the surrounding commercial properties and will work to minimize any potential impacts on the church to the East.	It is not anticipated that the proposed use will have an adverse effect or be incompatible with the adjacent and surrounding properties which are used for commercial uses and located adjacent to a freeway.

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:		Staff response:
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 in accordance with and will be similar in height to the existing neighboring buildings. The fences on-site would be the trash pad screening, a gate to separate the parking lot from customer access from the car/mechanic retention area, and possibly a screening fence on the north side of the site which would provide additional screening for James River Freeway. Landscaping and screening will conform with City of Springfield zoning requirements.	The standards of the Zoning Ordinance adequately address these issues. The subject property is located in an area of commercial uses and is not anticipated to dominate the immediate vicinity or to interfere with the development and use of neighboring properties.
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 parking lot and the rear half backing up to the freeway.	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.	No. There are no significant natural topographic or physical features on the site. The front half of the site is currently parking lot and the rear half backing up the freeway	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 is required to comply 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.

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:		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.	Yes. The proposed development will comply with all other City of Springfield regulations and have been coordinated with City staff.	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.	The site is currently vacant. The development will 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.
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.	All public utilities are available at the site. Stormwater runoff will be addressed during plan review, but it will be designed to meet City of Springfield standards.	This property is already served with public infrastructure and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: Gerber Collision & Glass
2. Meeting Date & Time: Tuesday, October 12, 2021 from 4:00-6:30pm
3. Meeting Location: Southland Christian Church
4. Number of invitations that were sent: 20
5. How was the mailing list generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
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.)

General inquiry about the project - no concerns

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

None received

I, Andrew Smith (print name), attest that the neighborhood meeting was held on 10-12-21 (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

Andrew Smith
Printed name of person completing affidavit

Conditional Use Permit 458



Bill Hobbs <bill@elliottlodging.com>

To Zoning@springfieldmo.gov

 Reply

 Reply All

 Forward



Thu 11/4/2021 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.

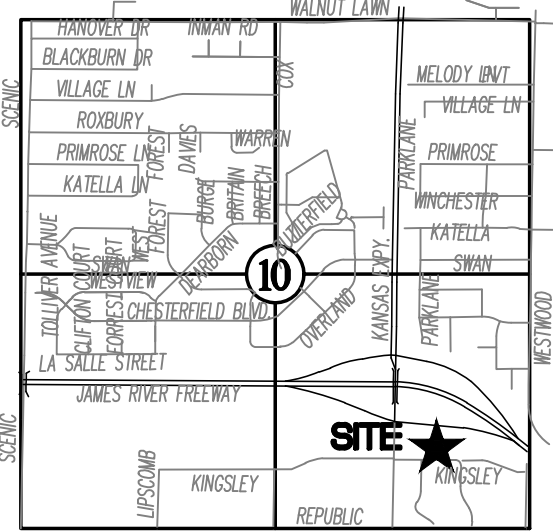
Unfortunately I will not be able to attend tonight's P&Z Public Hearing on Conditional Use Permit 458. It is my understand Gerber Collision and Glass is requesting a Conditional Use Permit to allow for their body and fender and glass shop in a HC Highway Commercial District. I own the property at 4112 S Kansas Expressway which is in the southeast corner of West Kingsley Street and Kansas Expressway. I have some concerns regarding the type of perimeter fencing or screening that may be allowed for their car storage. Based on the plans we reviewed at the public meeting a few weeks ago car storage spaces are shown on both east and west sides of the property all the way to Kingsley Street. Spaces are also shown to the south of their building along Kingsley. I assume these are for normal customer parking.

The basis for my concern is keeping the integrity of what I consider a modern, attractive showcase for the community. Most all the businesses within the area have attractive store fronts with good curb appeal. As you enter the diverging diamond exchange headed south on Kansas Expressway, the elevation offers an excellent view of the community built around that intersection and the property requesting the Conditional Use Permit is right in the middle of it. I am not sure of the traffic count in the area but I am guessing over 70,000 vehicles on James River Freeway, 20,000 on Republic road and 30,000 on S Kansas Expressway go past this site each day. None of us want to see a lot full of wrecked vehicles waiting to be repaired. This would be a eyesore to the community.

A final concern would be if the Conditional Use Permit would allow for future automotive service – repair and tire sales. At one time Remington Property Owners Association prohibited like kind businesses within the area.

Thank you for the opportunity express my concerns and I hope you will pass these on to the Planning and Zoning review Board.

Bill Hobbs
Kwik Kar
4112 S Kansas Expressway
Springfield
417-838-8303



LOCATION SKETCH
SEC. 10, T-28-N, R-22-W
SCALE: 1"=2000'

LEGEND	
● CP	CONTROL POINT
● FND IP	FOUND IRON PIN
○ SET IP	SET IRON PIN
△ R/W	RIGHT-OF-WAY MARKER
GY	POWER POLE W/ GUY
PP	MANHOLE
○ MH	SEWER CLEANOUT
○ G	GAS METER
☆ LP	LIGHT POLE
▲	SIGN
● WM	WATER METER
● WV	WATER VALVE
● GV	GAS VALVE
● FH	FIRE HYDRANT
▲ TR	TELEPHONE RISER
● BP	BUMPER POST
■ IC	GRATE INLET
○	TREELINE
○ B	BUSH
□ ER	ELECTRICAL RISER
□ TS	TRAFFIC SIGNAL BOX
□ EM	ELECTRIC METER
□ MB	MAIL BOX
○ BH	BORHOLE
● ICV	IRRIGATION CONTROL VALVE
PROPERTY LINE	
SS	SANITARY SEWER
SW	STORM SEWER
T	TELEPHONE LINE
UT	UNDERGROUND TELEPHONE
G	GAS LINE
W	WATER LINE
E	OVERHEAD ELECTRIC LINE
UE	UNDERGROUND ELECTRIC
X	FENCE LINE
X	RETAINING WALL
MEASURED DEED	100' M
MEASURED DEED	100' D
MEASURED PLAT	100' M
MEASURED PLAT	100' P

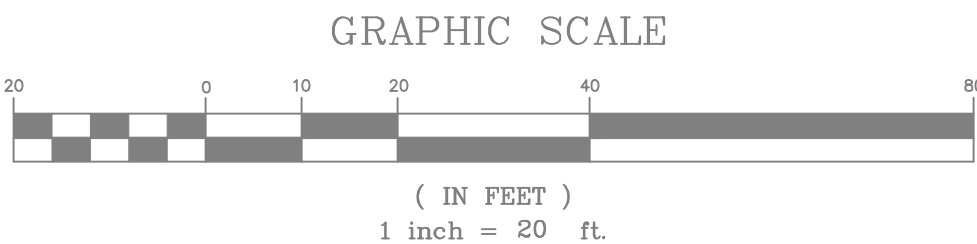
UTILITY NOTE:
THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPOSE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATE NUMBER XXXXXXXX.

SURVEYORS NOTE:
WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NO. 2807200336, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 17, 2010, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS.

DATE OF FIELD SURVEY AUGUST 2021

BENCHMARK
TBM IS A SQUARE CUT IN THE NORTHWEST CORNER OF CONCRETE STORM BOX AT THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY WITH AN ELEVATION OF 1253.10. VERTICAL DATUM = NAVD 1988.



RECORD DESCRIPTION

THAT CERTAIN PARCEL OR TRACT OF LAND BEING ORIGINALLY PLATTED AS PART OF LOT 11 AND ALL OF LOT 12 OF REMINGTON'S SUBDIVISION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF LOT 12 OF SAID REMINGTON'S SUBDIVISION; THENCE, N87°56'30"W, ALONG THE SOUTH LINE OF SAID LOT 12 AND LOT 11, A DISTANCE OF 254.38 FEET TO AN EXISTING IRON PIN; THENCE, N02°01'38"E, A DISTANCE OF 294.34 FEET TO AN EXISTING IRON PIN ON THE NORTH LINE OF SAID LOT 11; THENCE, S80°34'21"E, ALONG THE NORTH LINE OF SAID LOT 11 AND LOT 12, A DISTANCE OF 247.73 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE, S00°07'39"W, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 262.71 FEET TO THE POINT OF COMMENCEMENT.

ZONING DATA

SUBJECT PROPERTIES ARE ZONED HC (HIGHWAY COMMERCIAL DISTRICT)

MINIMUM YARD REQUIREMENTS:

FRONT YARD:
B. 25 FEET ALONG A STREET CLASSIFIED AS A COLLECTOR OR HIGHER CLASSIFICATION STREET OR AS REQUIRED BY SECTION 36-453.

C. 15 FEET ALONG A STREET CLASSIFIED AS A LOCAL STREET OR AS REQUIRED BY SECTION 36-453.

D. THE FRONT YARD SETBACK MAY BE REDUCED BELOW THE MINIMUM REQUIRED ABOVE IF A CONDITIONAL USE PERMIT IS APPROVED IN ACCORDANCE WITH SECTION 36-363.

SIDE YARD: NONE, EXCEPT AS REQUIRED BY SECTION 36-453.

REAR YARD: NONE, EXCEPT AS REQUIRED BY THE BUFFERYARD REQUIREMENTS IN SUBSECTION (8).

HOWEVER, IN NO EVENT MAY A STRUCTURE BE ERECTED CLOSER TO THE CENTERLINE OF AN EXISTING OR PLANNED STREET THAN AS PRESCRIBED BELOW.
STREET CLASSIFICATION: REQUIRED SETBACK FROM RIGHT-OF-WAY CENTER LINE
COMMERCIAL LOCAL 30 FEET PLUS REQUIRED YARD SETBACK (KINGSLEY STREET)

BURMAN COMPANIES

CONCEPTUAL SITE PLAN

DRAWING NO.
21SP10152

SHEET NUMBER
1

OF 1

ANDERSON ENGINEERING
EMPLOYEE OWNED

AE

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
3213 S. WEST BYPASS • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741
ANDERSON CO#4# 000062

DRAWING INFO.		REVISONS	
NO.	DESCRIPTION	BY	DATE
XX	FIELD BY:	JMD	
JMD	DRAWN BY:	JMD	
JMD	CHECK BY:	JMD	
8-30-2021	DATE:		
602	FIELD BOOK:		
21SP10152	JOB NUMBER:		

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KINGSLEY STREET
SPRINGFIELD, MISSOURI

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-23-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-303

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,'
2 Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and
3 additions,' Section 903.4.1, relating to monitoring of sprinkler systems.
4 _____
5

6 WHEREAS, on July 2, 2018, City Council adopted the 2018 Edition of the
7 International Fire Code ("Fire Code") by General Ordinance 6463; and
8

9 WHEREAS, the Fire Department regularly identifies opportunities for improved
10 safety and has determined that certain alterations of the Fire Code are appropriate to
11 meet the needs of the community; and
12

13 WHEREAS, the Fire Department recommends that the Fire Code be amended to
14 ensure that buildings undergoing renovation affecting the fire sprinkler system, or a
15 change of use of occupancy, will be required to be brought into compliance with current
16 sprinkler system monitoring requirements.
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 amends the Springfield City Code, Chapter 54
22 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32,
23 'Amendments and additions,' Section 903.4.1, 'Monitoring,' to read as set forth in
24 "Exhibit A," which is attached hereto and incorporated herein as if copied verbatim.
25

26 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
27 affect any suit or proceeding now pending in any court, any rights acquired or liability
28 incurred, any cause or causes of action accrued or existing under any act or ordinance
29 repealed hereby, nor shall any right or remedy of any character be lost, impaired, or
30 affected by this Ordinance.
31

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

34 Passed at meeting: _____

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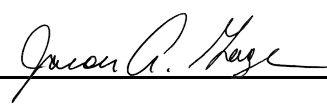
46

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 303

FILED: 11-23-21

ORIGINATING DEPARTMENT: Fire

PURPOSE: The purpose of this bill is to update the current Springfield Fire Prevention code by modifying the 2018 International Fire Code ("IFC"), and amending the language of Chapter 9, Fire Protection and Life Safety Systems, Section 903 – Automatic Sprinkler Systems, subsection 903.4.1, Monitoring.

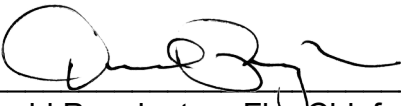
BACKGROUND INFORMATION: The Fire Department regularly identifies opportunities for improved safety in the community and to lessen the financial impact on the business community when possible.

Subsection 903.4.1 has been required by Code since the adoption of the 2012 IFC. The proposed modification to this subsection will ensure buildings undergoing renovation affecting the fire sprinkler system, or a change of use of occupancy, will be required to be brought into compliance with the IFC.

This modification also provides exemption, upon the approval of the fire code official, important to buildings and areas in redevelopment, while providing for operational security of the protection system.

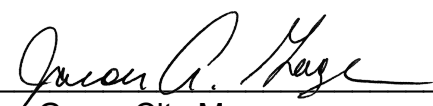
REMARKS: None

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager

Exhibit A

(NOTE: Underlined language is to be added. Language to be removed is ~~stricken~~.)

SECTION 903

AUTOMATIC SPRINKLER SYSTEMS

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, where approved by the fire code official, shall sound an audible signal at a constantly attended location.

Any sprinkler system failing to monitor the valves, other than the below listed exceptions, will not be allowed to be “green tagged”. Those systems shall be “yellow tagged” by the inspection company. The issue shall be remedied within twelve months or by the next inspection of the sprinkler system. Failure to complete the remedy within the time allowed shall demand the sprinkler system to be “red tagged”.

Occupancies undergoing renovation affecting the fire sprinkler system, or a change of use of occupancy, shall also comply with the monitoring requirements of this section.

Exceptions:

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.
2. Underground key or hub valves in roadway boxes for the purpose of use as a segment control or isolation valve when use of a post indicator valve is not practical, and upon the approval of the fire code official.
3. Backflow prevention device control valves located in limited area sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, backflow preventer valves located internal to the structure shall be electrically supervised by a tamper switch installed in accordance with the NFPA 72 and separately annunciated.
4. Backflow prevention device control valves located external to the structure, or located within a vault, must be secured control valve to control valve by a chain of one-quarter of one-inch thickness and secured by a padlock. A padlock key shall stay with the property manager, and a padlock key shall be placed in a key box in compliance with Section 506 of this Code.

One-rdg. _____
P. Hmgs. _____
Pgs. 3
Filed: 11-23-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-304

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code Chapter 106, 'Traffic and Vehicles,' by
2 amending Section 106-70, 'Traffic division established; duties,' for the
3 purpose of establishing a duty of the traffic division to respond to all
4 reported traffic accidents on public streets or public property.
5
6

7 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
8 MISSOURI, as follows, that:
9

10 NOTE: Added language is underlined, deleted language is ~~stricken~~.
11

12 Section 1 – The Springfield City Code Chapter 106, "Traffic and Vehicles,"
13 Section 106-70, 'Traffic division established; duties,' is hereby amended to read as
14 follows:
15

16 Sec. 106-70. - Traffic division established; duties.
17

18 There is hereby established, in the police department, a traffic division to be
19 under the control of an officer of the police department. It shall be the duty of the
20 traffic division, with such aid as may be rendered by other members of the police
21 department, to enforce the traffic regulations of this city and all of the state
22 vehicle laws applicable to street traffic in this city, to make arrests for traffic
23 violations, to respond to all reported accidents on public streets or public
24 property, to investigate accidents, and to cooperate with the traffic engineer and
25 other officers of the city in the administration of the traffic regulations and in
26 developing ways and means to improve traffic conditions.
27

28 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
29 affect any suit or proceeding now pending in any court or any rights acquired, or liability
30 incurred nor any cause or causes of action occurred or existing, under any act or
31 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
32 impaired, or affected by this Ordinance.
33

34 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
35 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
36 affect the validity of the remaining portions of this Ordinance. City Council hereby
37 declares that it would have adopted the Ordinance and each section, subsection,
38 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
39 sections, subsections, sentences, clauses, or phrases be declared invalid.

40
41 Section 4 – This Ordinance shall be in full force and effect immediately upon
42 adoption.

43
44 Passed at meeting: _____

45
46
47 _____
48 Mayor

49
50 Attest: _____, City Clerk

51
52 Filed as Ordinance: _____

53
54
55 Approved as to form: Rhonda Lewsader, City Attorney

56
57
58 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-304

FILED: 11-23-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code Chapter 106, 'Traffic and Vehicles,' to amend Section 106-70, 'Traffic division established; duties,' for the purpose of establishing a duty of the traffic division to respond to all reported traffic accidents on public streets or public property.

BACKGROUND: Councilman Hosmer requested this Council bill. At present, the Springfield Police Department does not respond to all traffic accidents. This Council bill would make it a duty of the traffic division, with the aid of other members of the police department, to respond to all reported traffic accidents on public streets or public property.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 11-23-21

Sponsored by Lear

First Reading _____

Second Reading _____

COUNCIL BILL 2021-305

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Section 2-92, known as the 'Salary
2 Ordinance,' relating to salary grades for various job titles within the
3 City service as contained in the Professional, Administrative and
4 Technical Schedules by making a provision for one new job title;
5 and amending the Fiscal Year 2021-2022 budget of certain City
6 departments, including the Airport, Parks, and Public Works, to
7 reallocate funds to transition 15 contract positions to 15 full-time
8 equivalent positions and adjusting the authorized employee
9 positions.
10 _____
11

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

14
15 NOTE: Underlined language is being added and ~~stricken~~ language is being
16 deleted.
17

18 Section 1 – Springfield City Code, Section 2-92, known as the 'Salary
19 Ordinance,' relating to various salary grades for various job titles within the City service
20 as contained in the Professional, Administrative and Technical Schedule is hereby
21 amended by adding a National Incident Based Reporting System (NIBRS) Coordinator
22 job title:
23

24 Proposed Job Title and Salary Grade
25 (Title to be Added)
26

27 Classification:

Salary Grade:

28
29 NIBRS Coordinator

PAT-6
30

31 Section 2 – The Fiscal Year 2021-22 budget of the City is hereby amended by
32 changing the number of authorized job positions for the following departments by
33 adding the listed full-time equivalent positions to the departments effective December

19, 2021:

<u>FTE</u>	<u>Job Title</u>	<u>Department</u>
1.0	Building Maintenance Worker	Airport
1.0	Aircraft Line Services Technician	Airport
3.0	Golf Pro Shop Assistant Manager	Parks
3.0	Golf Pro Shop Manager	Parks
1.0	Community Sports Coordinator	Parks
1.0	Marketing & Sponsorship Coordinator	Parks
2.0	Maintenance Worker	Public Works
1.0	Gardener	Public Works
1.0	Administrative Assistant	Public Works
1.0	Project Specialist	Public Works

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

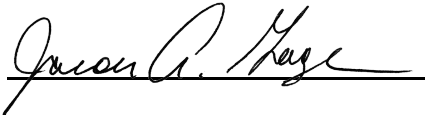
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-305

FILED: 11-23-21

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 Schedule by making a provision for one new job title; to amend the Fiscal Year 2021-2022 budget of certain City departments, including the Airport, Parks, and Public Works to reallocate funds to transition 15 contract positions to 15 full-time equivalent (FTE) positions and adjusting the authorized employee positions.

BACKGROUND: This Council bill contains a recommendation to add one new job title. Based on the results of a completed job study, the new job title NIBRS Coordinator, PAT-6, is recommended. The 15 new regular FTE positions are requested to replace 15 contract positions where a long-term and ongoing need has been established with consistent approval and funding, with the most recent being approved as a part of the Fiscal Year 2021-2022 budget.

As identified by Human Resources, in conjunction with the management of the respective departments, the contract positions have been determined to be positions that provide ongoing, long-term City services and thus need to be transitioned to regular FTEs. These positions align with City Council priorities, as well as city policies, and are associated with various City services and programs provided by the respective departments. The new FTEs, transitioning from contracts, include the following positions:

<u>FTE</u>	<u>Job Title</u>	<u>Department</u>
1.0	Building Maintenance Worker	Airport
1.0	Aircraft Line Services Technician	Airport
3.0	Golf Pro Shop Assistant Manager	Parks
3.0	Golf Pro Shop Manager	Parks
1.0	Community Sports Coordinator	Parks
1.0	Marketing & Sponsorship Coordinator	Parks
2.0	Maintenance Worker	Public Works
1.0	Gardener	Public Works
1.0	Administrative Assistant	Public Works
1.0	Project Specialist	Public Works

BUDGET NOTE: Budget adjustments for the respective department's FTE requests are not necessary for any of the 15 positions transitioning from contract as funding exists in each of the respective department's Fiscal Year 2021-2022 adopted budget. Existing

funding will be reassigned to regular base salaries for the new FTE position(s) being requested.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. All costs associated with this Council bill are part of the adopted Annual Operating Budget for Fiscal Year 2021-2022 with no new funds being requested.

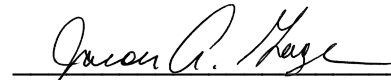
It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 6 _____
Filed 11-23-21 _____

Sponsored by Ollis

First Reading _____

Second Reading _____

COUNCIL BILL 2021-306

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the First Addendum to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the Southern Missouri Professional
3 Fire Fighters Local 152, the Exclusive Representative of a certain
4 Bargaining Unit within the Springfield Fire Department, which adds
5 Juneteenth as an additional recognized holiday; and authorizing the City
6 Manager, or his designee, on behalf of the City, to execute and deliver
7 the First Addendum to the Collective Bargaining Agreement to the
8 Exclusive Representative.
9 _____
10

11 WHEREAS, the City of Springfield, Missouri (the "City") has an established
12 framework for certain City employees to engage in collective bargaining, and this
13 established framework is set forth in Springfield City Code Section 2-94; and
14

15 WHEREAS, the City recognized by Special Ordinance 26344, and continues to
16 recognize, the International Association of Fire Fighters, Southern Missouri Professional
17 Fire Fighters Local 152 ("IAFF") as the sole collective bargaining representative of a
18 certain Bargaining Unit within the Springfield Fire Department; and
19

20 WHEREAS, the City and the IAFF are parties to a certain Collective Bargaining
21 Agreement effective July 1, 2021, ("The IAFF Collective Bargaining Agreement"); and
22

23 WHEREAS, the City established a team (the "City's team") for the purposes of
24 collectively bargaining as the exclusive agent for the City; and
25

26 WHEREAS, the City's team met with IAFF and conferred and discussed
27 proposed changes to Section 4.02 "Holiday & Continuous Operations Holiday," of The
28 IAFF Collective Bargaining Agreement in order to include Juneteenth as a City
29 recognized holiday; and
30

31 WHEREAS, the City's team and IAFF reached an agreement on the First
32 Addendum to The IAFF Collective Bargaining Agreement and submit the proposed First
33 Addendum to City Council for consideration and approval; and
34

35 WHEREAS, the Bargaining Unit has ratified the proposed First Addendum.

36
37 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
38 SPRINGFIELD, MISSOURI, as follows, that:

39
40 Section 1 – The First Addendum to The IAFF Collective Bargaining Agreement,
41 attached hereto and incorporated herein by reference as “Exhibit 1,” has been reviewed
42 and considered by City Council.

43
44 Section 2 – City Council hereby approves entering into the First Addendum to
45 The IAFF Collective Bargaining Agreement that is designated as Exhibit 1, as a final
46 and binding First Addendum to The IAFF Collective Bargaining Agreement between the
47 City and the IAFF.

48
49 Section 3 – City Council hereby authorizes and directs the City Manager, or his
50 designee, to execute and deliver the First Addendum to The IAFF Collective Bargaining
51 Agreement to the IAFF, as well as such other documents as may be necessary or
52 desirable to carry out and comply with the intent of this Ordinance.

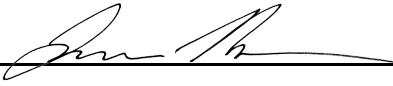
53
54 Section 4 – This Ordinance shall be in full force and effect from and after January
55 2, 2022.

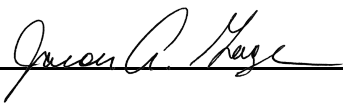
56
57 Passed at meeting: _____

58
59 _____
60 Mayor

61
62 Attest: _____, City Clerk

63
64 Filed as Ordinance: _____

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

68
69
70 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-306

FILED: 11-23-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the First Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the Southern Missouri Professional Fire Fighters Local 152 ("IAFF"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department, which adds Juneteenth as an additional recognized holiday; and to authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the First Addendum to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the IAFF, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department. The current collective bargaining agreement (The "IAFF Collective Bargaining Agreement") was entered into on July 1, 2021. The attached "Exhibit 1," reflects the First Addendum to The IAFF Collective Bargaining Agreement and amends 'Section 4.02 – Holiday & Continuous Operations Holiday' to propose the addition of one new holiday, Juneteenth.

On June 17, 2020, President Joseph Biden signed legislation making Juneteenth a federal holiday. Juneteenth commemorates June 19, 1865, when Major General Gordon Granger in Galveston, Texas, acting pursuant to President Lincoln's 1863 Emancipation Proclamation, issued "General Order No. 3." That order informed the people of Texas that all enslaved people were now free. The City of Springfield seeks to join multiple states and the federal government in recognizing the importance of Juneteenth by making it a City holiday.

On August 16, 2021, the City and the IAFF met to discuss and bargain the reopening of 'Section 4.02 – Holiday & Continuous Operations Holiday' of The IAFF Collective Bargaining Agreement dated July 1, 2021, to amend the "Accumulation" section to include the Juneteenth holiday. During the week of September 5, 2021, the IAFF Bargaining Unit ratified the proposed change to Section 4.02 as contained in the attached Exhibit 1. The remainder of Section 4.02 shall remain unchanged. This First Addendum to the agreement was reached voluntarily through the collective bargaining process. The First Addendum is to be effective as of the date of execution by the parties and valid through June 30, 2024.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

BUDGET NOTE: No budget adjustment is necessary for the proposed change.
It is respectfully requested that City Council approve this First Addendum to The IAFF
Collective Bargaining Agreement to be effective after January 2, 2022.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Jason Gage,
City Manager

EXHIBIT 1

**FIRST ADDENDUM TO JULY 1, 2021 COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND
SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152**

THIS FIRST ADDENDUM ("the First Addendum") to SECTION 4.02 of THE COLLECTIVE BARGAINING AGREEMENT IS BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 (IAFF).

Whereas, on August 16, 2021, the City and the IAFF, met in order to discuss and bargain over reopening Section 4.02 – Holiday & Continuous Operations Holiday, of the July 1, 2021, collective bargaining agreement in order to propose the addition of one holiday, Juneteenth.

Whereas, the parties agreed, subject to bargaining unit ratification and City Council approval, to reopen Section 4.02 in order to amend the "Accumulation" section to include the Juneteenth holiday; and

Whereas, the IAFF agreed to submit to the bargaining unit a proposed addendum to Section 4.02 for ratification; and

Whereas, the City agreed, upon the bargaining unit's ratification of the proposed addendum, to submit the proposed addendum to the City Council for approval and authorization.

Now therefore, in consideration of the foregoing, the parties agree to amend Section 4.02, "Accumulation" in the following manner:

(Underlined sections represent new language)

SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY

These provisions shall cover holiday and continuous operations holiday accumulation and eligibility for payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate continuous operations holiday as follows:

- New Year's Day - twelve (12) hours
- Martin Luther King Day - twelve (12) hours
- Presidents' Day - twelve (12) hours
- Memorial Day - twelve (12) hours

- Juneteenth – twelve (12) hours
- Independence Day – (twelve) (12) hours
- Labor Day – twelve (12) hours
- Veterans’ Day – twelve (12) hours
- Thanksgiving – twelve (12) hours
- Christmas – twelve (12) hours

Bargaining unit employees shall accumulate continuous operations holiday in the pay period of the actual holiday.

Bargaining unit employees hired by the City of Springfield before July 1, 2004 shall not be capped on the amount of continuous operations holiday accrued. Fire employees within the bargaining unit hired by the City of Springfield on or after July 1, 2004 shall be capped on the amount of continuous operations holiday hours accrued at two (2) years’ accrual.

Bargaining unit employees may schedule their continuous operations holiday as they would vacation days, and these days shall be compensable at their current rate of pay.

Fire employees within the bargaining unit working a standard forty (40)-hour work week shall be given the holiday off on or around the day in which the City recognizes the holiday and compensated for the holiday at their current rate of pay.

...

The remainder of Section 4.02 shall remain unchanged.

Chad Davis, President
IAFF Local 152

Jason Gage, City Manager
City of Springfield

Date

Date

Approved as to form:

City Attorney or designee

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed 11-23-21

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2021-307

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulation ("Merit Rules"), by amending portions of the Merit Rules, specifically Merit Rules 2.2 (Coverage and Amendment of Rules); 4.1 (Constitution); 5.2 (Minimum Qualifications for Filing); 5.3 (Filing Applications); 5.4 (Disqualification of Applicants); 9.2 (Conditions Preliminary to Regular Status); 12.7 (Retirement); 13.5 (Grievance Procedure); 16.2 (Preparation and Content of Class Specifications); 17.5 (Total Remuneration); 18.1 (Entrance Salary Rates); 18.2 (Advancement within a Salary Range); 20.1 (Compensation for Absence on Holidays) to add Juneteenth as an additional recognized holiday; 21.1 (Vacation Leave); 21.2 (Sick Leave); and 24.2 (Allowances for the Use of Privately Owned Vehicles on City Business); and establishing an effective date for said Merit Rule changes (Merit Rules changes requiring Personnel Board approval have been approved by the Personnel Board).

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

NOTE: Language to be added is underlined and language to be deleted is ~~stricken~~.

Section 1 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 2.2 (Coverage and Amendment of Rules), part (b), is hereby amended as follows:

2.2 Coverage and Amendment of Rules

(b) Any officer, employee or citizen who feels that these Rules are working or are apt to work an unnecessary hardship on him or that the efficiency of the City Service can be improved by amendment to these Rules may consult with the Director of Human Resources or the City Manager, ~~and may be granted a hearing by~~ The Director of Human Resources shall decide whether to grant a

34 hearing with the Personnel Board. provided that a request to be heard on such
35 matter must be filed in writing with the Director at least seven (7) days prior to the
36 Board meeting. The Director of Human Resources may consult with the City
37 Manager regarding whether to grant such a hearing.

38
39 Section 2 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
40 ‘Merit System Rules and Regulations,’ Merit Rule 4.1 (Constitution) is hereby amended
41 as follows:

42 43 4.1 Constitution

44
45 The Personnel Board, as appointed and organized in accordance with the
46 provisions of Section 6.3 of the City Charter, shall not be bound by any rules of
47 order, evidence or procedure in its meeting, hearings or investigations, except
48 such as it may itself establish or as are established by these Merit Rules.

49
50 Section 3 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
51 ‘Merit System Rules and Regulations,’ Merit Rule 5.2 (Minimum Qualifications for Filing)
52 is hereby amended as follows:

53 54 5.2 Minimum Qualifications for Filing

55
56 Open-competitive examinations shall be open to all applicants who meet the
57 standard of requirements fixed by the Director with regard to education,
58 experience, age, physical condition, and such other factors as may be held to
59 relate to the ability of the candidate to perform with reasonable efficiency the
60 duties of the position. Any applicant taking an entrance written test for any
61 position with the City who fails to make a passing grade may, with approval of the
62 Director of Human Resources, retake the test at the next regularly scheduled
63 time. Should the applicant fail to make a passing grade on the second attempt,
64 he will not be allowed to retake the test for such position until one year from the
65 date of the second test. Failure to make a qualifying grade on a written test for a
66 given position on the third attempt or failure to make a qualifying score before an
67 oral board on the third attempt for the position is sufficient reason for permanent
68 denial of any further consideration of the applicant. This Rule shall only apply to
69 written and oral boards as outlined above and does not apply to other testing or
70 evaluation methods such as skills testing, physical agility testing, and
71 assessment centers.

72
73 Any applicant who does not meet minimum requirements as to training and
74 experience but who will meet these requirements as a result of the completion of
75 further educational work or experience which the applicant has scheduled for the
76 six (6) months immediately following the closing date for receipt of applications,
77 may be allowed to take the examination. An applicant successfully completing
78 the examination under this provision shall have his or her name entered on the
79 register in the same manner as others; however, no such applicant may be

80 appointed to a position in the classified service of the City until all preliminary
81 requirements for the position have been met.

82
83 Section 4 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
84 ‘Merit System Rules and Regulations,’ Merit Rule 5.3 (Filing Applications), part (a), is
85 hereby amended as follows:

86 87 5.3 Filing Applications

88
89 (a) All applications for positions in the classified service shall be made on forms
90 approved by the Director of Human Resources and the Personnel Board. A
91 resume alone will not be accepted as an application, but may be submitted as
92 supplemental documentation., or, if permitted by the Director, by resume. The
93 Director shall provide the Personnel Board with a copy of the City’s current
94 application form annually, and shall advise the Board of substantive changes to
95 the form. Said applications or resumes shall be filed with the Director on or prior
96 to the date and time specified in the announcement, or postmarked on or before
97 the closing date. Applications and resumes submitted for examinations
98 announced “Open Until Filled” will be reviewed as needed to complete the
99 employment process. For those classes for which there is to be continuous
100 recruitment, a statement shall be included in the announcement to the effect that
101 applications will be received until further notice. Applications may require
102 information concerning personal characteristics, education, experience,
103 references, and other pertinent information. When the nature of the work is such
104 that age limits are necessary, the Director after consultation with the appointing
105 authority, may so state in the examination announcement. All applications shall
106 be signed and the truth of the statements contained therein certified by such
107 signatures. Applications must meet the minimum qualifications specified in
108 announcements as to education and experience, but in no case shall admittance
109 to the examination constitute assurance of a passing grade in the evaluation of
110 education and experience if the same is a part of the examination.

111
112 Section 5 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
113 ‘Merit System Rules and Regulations,’ Merit Rule 5.4 (Disqualification of Applicants) is
114 hereby amended as follows:

115 116 5.4 Disqualification of Applicants

117
118 The Director may disqualify and/or refuse to examine an applicant seeking
119 employment with the City or promotion within the City if it is found that the
120 applicant does not meet the minimum requirements for the class of positions in
121 which the applicant applied. The applicant may also be disqualified from after
122 examination or refused certification if:
123

(a) It is found that the applicant does not meet or falsified any one of the preliminary requirements or has made a false statement of material fact established for the examination for the class of positions.

(b) Applicant is unable to perform the essential functions of the job with or without reasonable accommodations.

(c) Applicant submits an application for employment while visibly under the influence of illegal controlled substances and/or alcohol; or applicant tests positive for a post-offer pre-employment drug test for illegal controlled substances.

(d) Applicant has used or attempted to use political pressure or bribery to secure an advantage in the examination.

(e) Applicant had directly or indirectly obtained information regarding the examination to which, as an applicant, he/she was not entitled.

(f) Applicant has failed to submit his/her application correctly or within the prescribed time limits.

(g) Applicant has taken part in the compilation, administration or correction of the examination for which he/she is an applicant.

(h) Applicant has been convicted of a felony or misdemeanor involving disgraceful conduct.

(i) Applicant had otherwise willfully violated the provisions of these Rules.

(j) Applicant has established an unsatisfactory employment or personnel record as evidenced by reference check of such a nature as to demonstrate unsuitability for employment.

(k) Or for such other reason considered by the Director to indicate employment of the individual would be detrimental to the best interests of the City. ~~Any applicant who does not meet minimum requirements as to training and experience but who will meet these requirements as a result of the completion of further educational work or experience which the applicant has scheduled for the six (6) months immediately following the closing date for receipt of applications, may be allowed to take the examination.~~

~~An applicant successfully completing the examination under this provision shall have his or her name entered on the register in the same manner as others; however, no such applicant may be appointed to a position in the~~

169 ~~classified service of the City until all preliminary requirements for the position~~
170 ~~have been met.~~

171
172 Section 6 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
173 ‘Merit System Rules and Regulations,’ Merit Rule 9.2 (Conditions Preliminary to Regular
174 Status) is hereby amended as follows:

175
176 9.2 Conditions Preliminary to Regular Status

177
178 It shall be the responsibility of the appointing authority to provide the Director of
179 Human Resources with a statement in writing to the effect that the services of
180 each employee appointed for a probationary period have or have not been
181 performed satisfactorily during such period and is or is not recommended to be
182 retained in the service. The appointing authority, or his designee, shall provide
183 this statement to the Director before the end of the probationary period. The
184 Director must approve any extension of a probationary period as well as any
185 recommendation that the employee has failed the probationary period.
186 Additionally, it shall be the responsibility of the appointing authority’s department
187 or designee to provide written notification to the employee of any extension of the
188 probationary period or of any failure to pass the probationary period, and such
189 notification must be made at or prior to the end of the employee’s probationary
190 period. Such notification to the employee should be made in person whenever
191 practicable. When providing in person notification is not practicable, the
192 notification may be provided by mailing it to the employee’s address maintained
193 on the City’s official roster and, in such instances, notification is considered
194 completed upon the date of mailing. Failure to provide written notification at or
195 before the end of the probationary period results in the employee attaining
196 regular status.

197
198 Section 7 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
199 ‘Merit System Rules and Regulations,’ Merit Rule 12.7 (Retirement), part (b), is hereby
200 amended as follows:

201
202 12.7 Retirement

203
204 (b) Retired employees may be employed under certain circumstances set forth
205 in administrative policies recommended by the Director of Human Resources and
206 approved and adopted by the City Manager. ~~by special contract. The provisions~~
207 ~~of this section shall not be construed to prohibit the City Manager from entering~~
208 ~~into a contract with persons who have retired for the performance of technical or~~
209 ~~professional services on a part-time basis or for a specified duration not to~~
210 ~~exceed one year at a time, when such service or when qualified personnel are~~
211 ~~not otherwise available.~~

Section 8 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 13.5 (Grievance Procedure), part (c) (Steps of the Procedure), Step (c) is hereby amended as follows:

13.5 Grievance Procedure

(c) Steps of the Procedure

Step c - If the grievance is not settled at the second step, the employee may file with the Department of Human Resources an appeal to the City Manager. The Director of Human Resources shall assemble the facts of the case and present them to the City Manager. The City Manager may hold a conference with the persons concerned in the case, if it is deemed necessary.

Within ~~five~~ ten working days following receipt of both the appeal, and the facts assembled by the Director of Human Resources, the City Manager shall present his decision in writing to the Department Head and the employees.

Section 9 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 16.2 (Preparation and Content of Class Specifications) is hereby amended as follows:

16.2 Preparation and Content of Class Specifications

Class specifications shall be prepared and approved by the Director of Human Resources and, if for an executive level position and/or position that reports directly to the City Manager, then submitted to the City Manager for approval. ~~The specifications shall define approved by the City Manager, defining~~ the duties and responsibilities of all positions and the minimum entrance qualifications for successful performance. In addition to the specific qualifications as set forth in the class specifications, it shall be understood that all positions require: Ability to read, write, speak, and understand the English language and to follow written and oral instructions; ability to get along with others; thoroughness, accuracy, sobriety, integrity, loyalty, and a record of orderly law-abiding citizenship.

Section 10 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 17.5 (Total Remuneration) is hereby amended as follows:

17.5 Total Remuneration

The salary rate determined for a position under these Rules shall represent the total remuneration for the employee, not including reimbursement for official travel. Except as otherwise provided in these Rules, no employee shall receive pay from the City in addition to any compensation authorized by City Council ~~the salary authorized under the schedules provided in the compensation plan for~~

services rendered by him either in the discharge of his ordinary duties or any additional duties which may be imposed upon him or which he may undertake or volunteer to perform. No reward, gift or other form of remuneration in addition to regular compensation shall be received from any source by employees for performance of their duties. If a reward, gift or other form of remuneration is made available to any employee, it shall be credited to a designated employee's fund.

Section 11 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 18.1 (Entrance Salary Rates), parts (b) (Starting Rate on Return to Duty) and (e) (Rate of Pay on Demotion), is hereby amended as follows:

18.1 Entrance Salary Rates

(b) Starting Rate on Return to Duty

When an employee returns to duty in the same class of position after a separation from the City service of not more than one year, which separation was not due to circumstances detrimental to the best interests of the City, such employee shall receive the amount set forth in the same step as he was at immediately prior to the separation. ~~rate in the salary range not to exceed that which he received at the time of separation.~~ An Employee returned to duty at the same step which he received at the time of separation shall remain thereat for at least such period as is normally required for advancement to the next full step.

An exception will be made if the employee, who is returned to duty, has voluntarily terminated their employment and was reinstated within the same calendar month and year of their termination. In such cases, the employee's increment/evaluation date shall remain the same as it was upon termination unless the employee has a break in service of more than one calendar day.

. . .

(e) Rate of Pay on Demotion

Whenever an employee is demoted to a position for which he is qualified, he shall receive the rate in the lower salary range which provides the smallest decrease in pay if the action is not for cause or any appropriate lower step in the range if the action is for cause. In instances of voluntary demotion, the Director of Human Resources may approve a higher starting rate when good cause exists to do so.

Section 12 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 18.2 (Advancement within a Salary Range), part (a), is hereby amended as follows:

305 18.2 Advancement within a Salary Range

306
307 (a) Any employee may advance to the next step ~~or higher rate of~~
308 ~~compensation~~ within a salary range when all of the following conditions have been met:
309 (1) when he holds an appointment to a regular position, (2) when such an increase will
310 not exceed the maximum rate for the grade, (3) when at least a year of continuous
311 service has elapsed since his most recent merit increase, promotion or demotion for
312 cause, or hire date (an employee may be advanced in less than one year for reasons
313 approved by the City Manager), (4) when the Department Head certifies that the
314 employee has met prescribed standards of performance established for the department
315 and recommends in writing advancement to the next higher rate, and (5) when the
316 City's approved annual budget authorizes funding for annual step increases. Periods of
317 unpaid leave, including leave pursuant to Merit Rule 27, taken in excess of ten days
318 shall extend the one-year elapsed continuous service time requirement referenced in
319 the preceding subparagraph 18.2(a) (3) above by the length of such unpaid leave.
320

321 Section 13 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91,
322 'Merit System Rules and Regulations,' Merit Rule 20.1 (Compensation for Absence on
323 Holidays), is hereby amended as follows:
324

325 20.1 Compensation for Absence on Holidays

326
327 All regular employees of the City, except those granted additional vacation in lieu
328 of holidays, shall receive normal compensation for the nine legal holidays listed
329 below and any other day or part of a day during which the public offices of the
330 City shall be closed by special proclamation of the Mayor with approval of the
331 City Council. Regular full-time and regular parttime employees working less than
332 forty (40) hours per week shall receive compensation in proportion to the average
333 number of hours normally scheduled to work. Legal holidays to be observed are:
334

335 January 1 - New Year's Day
336 Third Monday in January - Martin Luther King Day
337 Third Monday in February - President's Day
338 Last Monday in May - Memorial Day
339 June 19 - Juneteenth
340 July 4 - Independence Day
341 First Monday of September - Labor Day
342 November 11 - Veterans Day
343 Fourth Thursday of November - Thanksgiving Day
344 December 25 - Christmas Day
345

346 Three floating holidays (thirty-six hours for FPS employees assigned to a twenty-
347 four hour shift) per calendar year to be chosen by the employee subject to the
348 approval of the head of the department or agency, which shall be taken by the
349 end of the last full pay period of the calendar year or will be forfeited. During an
350 employee's first year of employment, floating holidays will be provided at the time

of hire for all regular employees hired on or before September 30 of the calendar year. Employees who hold positions shown on the PAT, CTL & DHS Schedules shall be granted one additional holiday per calendar year to be chosen by the employee subject to the approval of the head of the department or agency, which day shall be taken during the calendar year or will otherwise be forfeited. Upon retirement from the City service, an employee shall be entitled to a lump sum payment for all holidays that the employee is entitled to but has not taken under the provisions of this paragraph. Holidays authorized pursuant to this paragraph shall be known as "floating holidays".

It shall be the policy of the City to ensure that all regular employees enjoy the same number of legal holidays each year. The standards shall be the number of holidays in a particular year which will be celebrated by regular employees working a 40hour week, Monday through Friday. For this group when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the employee shall be allowed another day off as designated by the Department Head under general regulations established by the City Manager.

For regular employees whose work week is other than Monday through Friday, the Department Head shall designate the work day that shall be observed.

Any employee absent without authorized leave on the day preceding and/or the day following a holiday shall not receive regular compensation for the holiday.

All regular employees of the City shall be granted an additional day of leave, (twelve hours for FPS employees assigned to a twenty-four hour shift) known as a Pin Day, upon each 5th anniversary date of their day of employment with the City. Such Pin Day shall be taken during the year following the anniversary date and shall be taken upon approval of the head of his department or agency.

Employees are not eligible for payout of an unused Pin Day upon termination or retirement.

Section 14 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 21.1 (Vacation Leave), parts (c) and (h), is hereby amended as follows:

21.1 Vacation Leave

(c)(1) Employees who are employed in a continuous operation and are required to work on regular City holidays or are off on certain holidays as a result of their off-duty day falling on the holiday, may be granted annual leave in addition to their normal annual leave equal in work days to the number of holidays enjoyed by regular employees working a 40-hour week, Monday through Friday. Fire Department employees on 24-hour duty shift assignment shall receive one-half

duty shift for each holiday received by regular 40-hour employees. Employees commencing employment on or after July 1, 2004, may accumulate a maximum of two times the amount of such holiday leave accruable in a twelve month period, provided however, any such holiday leave time earned but not used which exceeds this amount shall be forfeited by such employees.

(2) Employees on the Professional, Administrative and Technical (PAT), and the Crafts, Trade and Labor (CTL) pay schedules employed in a continuous operation as described above leaving City service through retirement or other separation shall be entitled to receive at such time of retirement or separation payment for such accrued leave in up to the maximum amounts as set out below:

Date of Retirement or Separation	PAT and CTL Continuous Operation Holiday Payout Allowed
Through 12-31-2005	No cap on payout.
From 1-1-2006 through 12-31-2007	400 hours maximum payout.
From 1-1-2008 through 12-31-2009	200 hours maximum payout.
On and after 1-1-2010	2 times possible annual accrual maximum payout (for example: PAT or CTL 8-hour day, 40 hours per week schedule = 144 <u>160</u> hours).

(3) Employees on the Fire Protection (FPS) pay schedule employed in a continuous operation as described above leaving City service through retirement or other separation shall be entitled to receive at such time of retirement or separation payment for such accrued leave in up to the maximum amounts as set out below:

Retirements and Separations	Continuous Operation Holiday Payout Allowed
Through 12-31-2005	No cap on payout.
From 1-1-2006 through 12-31-2006	1000 hours maximum payout.
From 1-1-2007 through 12-31-2007	800 hours maximum payout.
From 1-1-2008 through 12-31-2008	600 hours maximum payout.
From 1-1-2009 through 12-31-2009	400 hours maximum payout.
From 1-1-2010 through 12-31-2011	300 hours maximum payout.
On and after 1-1-2012	2 times possible annual accrual maximum payout (for example: FPS 8-hour day, 40 hours per week schedule = <u>160</u> 144 hours; FPS 24-hour schedule = <u>240</u> 216 hours).

(4) (aa) (I) Employees on the Law Enforcement (LES) pay schedule employed in a continuous operation as described above who commenced employment prior to July 1, 2004, leaving City

444 service shall be entitled to receive at such time, separation
445 payment of continuous operation holiday balance on December
446 31, 2004, which has not been used or sold back prior to leaving
447 City employment, unless the balance was less than two times the
448 amount of their holiday leave accrual in a twelve month period. In
449 such case, the higher of the two amounts shall determine the
450 payout maximum.

451
452 (II) If the accrued balance amount described in subsection (aa)(I)
453 above is greater than the accrual maximum amounts set out in
454 the subsection (bb) below for the employee's position, such
455 balance amount shall also become the employee's maximum
456 continuous operation holiday leave accrual amount allowed at the
457 end of each subsequent calendar year. If the accrued balance
458 amount described in subsection (aa)(I) above is less than the said
459 subsection (bb) amount, the employee may accrue hours up to
460 the maximum for his position as set out in subsection (bb) below.
461

462 (III) Said accrued leave for employees hired prior to July 1, 2004, as
463 described in subsection (aa)(I) above, over the balance amount
464 described in subsection (bb) below for the employee's job position
465 shall be paid at time of separation at the employee's base rate of
466 pay for his or her job position as of December 31, 2004. Base
467 rate of pay is defined as the pay for the employee's regular
468 position, which excludes out-of-title or temporary appointment
469 pay.
470

471 (bb) Employees on the LES schedule hired on or after July 1, 2004 shall
472 be entitled to receive payment at time of separation payment for such
473 continuous operation holiday leave up to their accrual maximum
474 amounts described in this subsection (c) above (444 160 hours if
475 employed in a job position on a 8-hour day, 40 hours per week
476 schedule; 200 ~~or 180~~ hours if employed in a job position on a 10-hour
477 day, 40 hours per week schedule; or 240 hours if employed in a job
478 position assigned to an 80 hour, 14 day work period consisting of six
479 12 hour shifts and one 8 hour shift).
480

481 (cc) All employees on the Law Enforcement (LES) pay schedule
482 employed in a continuous operation as described above who have
483 accrued such leave in an amount greater than their respective
484 accrual maximum amounts described in this subsection (c)(4)(aa)(1)
485 or (bb) above shall be required to take any such excess leave earned
486 within 12 months of when the leave was earned. The Police Chief, or
487 his designee, shall be responsible for insuring such hours are taken
488 or scheduled off prior to the end of each calendar year.
489

(dd) Any sell back by an LES employee of any continuous operation holiday leave on or after January 1, 2005, shall also reduce the employee's maximum accrual amount to be paid at time of separation by the amount of such hours sold back. For employees hired prior to July 1, 2004, any such sell back on or after January 1, 2005, shall be paid at the employee's base rate of pay for his or her job positions of January 1, 2005.

...

(h) Accumulation of vacation leave for employees hired on or before ~~after~~ July 10, 1995.

The City Manager is authorized to promulgate a policy for employees hired on or before July 10, 1995 to reduce the City's liability for accumulated vacation, including annual leave accumulated in lieu of scheduled holidays under subsection 21.1(c). Such plan shall include a buy back provision for a portion of vacation and be contingent upon availability of funding. The policy shall condition the buy-back on employee willingness to forgo accumulated vacation and annual leave accumulated in lieu of scheduled holidays above the reduced balance, and agreement to such other conditions as the City Manager's written policy may prescribe.

Section 15 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 21.2 (Sick Leave), part (a), is hereby amended as follows:

21.2 Sick Leave

(a) Regular employees who work a 40-hour week or who are working an 80-hour, 14 day work period, shall earn sick leave credit at the rate of 96 hours per year. Fire Department employees on 24hour shift shall earn sick leave credit at the rate of 144 hours per year. Regular parttime employees shall earn sick leave credit on the basis of actual time worked or in the case of parttime salaried employees on the basis of the percentage of fulltime pay provided. Unused sick leave may be accumulated up to a maximum of 1440 hours for 40-hour employees and employees working an 80-hour, 14 day work period, fractional part thereof determined by hours of work per week for part-time employees, and 2,160 hours for Fire Department employees on 24-hour shift assignment.

Notwithstanding the foregoing, employees who separate from the City's service, eligible to receive payment for unused sick leave under Merit Rule 12.10, shall be limited to a maximum credit of 960 hours accumulated sick leave for 40-hour employees and employees working an 80-hour, 14 day work period, and 1,440 hours accumulated sick leave for Fire Department employees on 24-hour shift assignment.

Section 16 – Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, 'Merit System Rules and Regulations,' Merit Rule 24.2 (Allowances for the Use of Privately Owned Vehicles on City Business), is hereby amended as follows:

24.2 Allowances for the Use of Privately Owned Vehicles on City Business

Employees using their private vehicles in the conduct of City business shall receive such payments to cover depreciation, liability, insurance, tires, gasoline, oil, anti-freeze, repairs, etc., as provided by reasonable regulations established by the City Manager. In lieu of the above, the City Manager may, in his discretion, grant to any upper level management position he deems appropriate, including but not limited to the Assistant / Deputy City Managers, and Department Heads / Directors, and Assistant Department Heads / Directors, or those in equivalent positions, a monthly mileage allowance not to exceed Four Hundred and Thirty Dollars (\$430.00), which may be paid in whole or in part in a lump sum on an annual basis at the discretion of the City Manager or controlling administrative board. The City Manager shall also receive the mileage allowance authorized herein.

Section 17 – The effective date for the amendments of Merit Rules 20.1 (Compensation for Absence on Holidays), 21.1 (Vacation Leave), and 21.2 (Sick Leave), shall be January 2, 2022. All other amendments to all other Merit Rules listed herein shall be effective upon passage of this Ordinance.

Section 18 – This Ordinance shall be in full force and effect from and after passage.

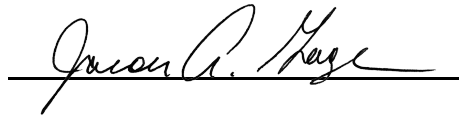
Passed at meeting: _____

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- 307

FILED: 11-23-2021

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules & Regulations (“Merit Rules”), by amending portions of the Merit Rules, specifically 2.2 (Coverage and Amendment of Rules); 4.1 (Constitution); 5.2 (Minimum Qualifications for Filing); 5.3 (Filing Applications); 5.4 (Disqualification of Applicants); 9.2 (Conditions Preliminary to Regular Status); 12.7 (Retirement); 13.5 (Grievance Procedure, (c) Steps of the Procedure, Step c); 16.2 (Preparation and Content of Class Specifications); 17.5 (Total Remuneration); 18.1 (Entrance Salary Rates, (b) Starting Rate on Return to Duty and (e) Rate of Pay on Demotion); 18.2 (Advancement within a Salary Range, subsection (a)); 20.1 (Compensation for Absence on Holidays); 21.1 (Vacation Leave sections (c)(2), (c)(3), 4(bb) and 4(h)); 21.2 (Sick Leave); and 24.2 (Allowances for the Use of Privately Owned Vehicles on City Business).

BACKGROUND: Proposed changes to the Merit Rules are recommended to provide clarification, align language to mirror current protocols, improve existing processes to gain efficiencies, and make changes to certain pay and benefits policies. Additionally, on June 17, 2020, President Joseph Biden signed legislation making Juneteenth a federal holiday. Juneteenth commemorates June 19, 1865, when Major General Gordon Granger in Galveston, Texas, acting pursuant to President Lincoln’s 1863 Emancipation Proclamation, issued “General Order No. 3.” That order informed the people of Texas that all enslaved people were now free. The City of Springfield seeks to join multiple states and the federal government in recognizing the importance of Juneteenth by making it a City holiday. The merit rules being recommended for updates include the following:

2.2 – Coverage and Amendment of Rules – The recommended update to this rule provides language to be consistent with the Charter. The change is designed to clarify the process when an employee requests to meet with the Personnel Board on policy related matters. This action ensures requests are within the Personnel Board’s purview and not related to an administrative policy that is outside of the Board’s scope.

4.1 – Constitution – Provides clarifying language to consider Merit Rule 13.6, Personnel Board Hearing.

5.2 - Minimum Qualifications for Filing – Relocates language from Rule 5.4, Disqualification of Applicants, that allows an applicant (either internal or external) to be considered for a position for which they are not currently qualified, but will be qualified for within six months due to the required education and experience criteria. The relocation of this segment of the rule better aligns with a more appropriate merit rule given the subject of the rule. Other than relocating the segment to a different rule, there are no content changes.

5.3 – Filing Applications – The recommended change provides clarity that a resume is supplemental to a job application; a resume does not replace a job application. It also specifies the Charter requirement that applications be on forms approved by the Personnel Board.

5.4 – Disqualification of Applicants – Removes the segment that is recommended be relocated to Rule 5.2, Minimum Qualifications for Filing. This segment is not being deleted, but rather relocated for more appropriate placement and alignment within the merit rules. Also clarifies that the rule’s terms also apply to those seeking promotions, and that disqualification of applicants can occur prior to examination.

9.2 – Conditions Preliminary to Regular Status – Formalizes the current process and provides additional detail regarding the procedure for passing, failing, or extending the probationary period.

12.7 – Retirement – Removes special contract requirement for hiring of retirees. This change is recommended, in part, in anticipation of changes to Police and Fire Pension Fund Plan allowing for the rehiring of certain retirees.

13.5 - Grievance Procedure, (c) Steps of the Procedure, Step c – Extends time frame for City Manager’s decision from five days to ten days and clarifies that time to issue decision does not start until City Manager has received both the appeal and the facts assembled by Human Resources.

16.2 – Preparation and Content of Class Specifications – Provides clarifying language regarding the preparation and approval of class specifications (also referred to as job descriptions).

17.5 – Total Remuneration – Provides clarifying language that City Council must authorize all forms of compensation for city employees, whether it be via salary schedules or other forms of pay (e.g. longevity pay, out of title, etc.).

18.1 – Entrance Salary Rates, (b) Starting Rate on Return to Duty - The recommended change prevents employees who are approved for reinstatement from having to return to a lower pay step because there has been an approved pay rate increase since the employee left and before reinstatement. The proposed language allows the reinstated employee to return to the same step, regardless if it is now at a higher rate; thus, ensuring the employee does not receive a pay decrease if approved for reinstatement.

18.1 – Entrance Salary Rates, (e) Rate of Pay on Demotion - This recommended change provides flexibility should there be extenuating circumstances related to a voluntary demotion. This flexibility is already provided for in cases of promotions and reclassifications and will provide the same flexibility when rare and unique circumstances warrant special consideration.

18.2 – Advancement within a Salary Range, subsection (a) – Provides language clarifying that this rare option, which requires City Manager approval, is limited to one pay step, i.e. the next step.

20.1 – Compensation for Absence on Holidays – This recommended change adds Juneteenth as a City holiday to be observed on June 19th each year. The City recognizes the importance of Juneteenth and recommends it be added as a City holiday.

21.1 – Vacation Leave sections (c)(2), (c)(3), 4(bb) and 4(h) – These recommended changes correlate to the recommendation to add the Juneteenth holiday and will increase the vacation cap for employees who serve in continuous operations and accrue holiday leave. Changes also incorporate the new 80-hour, 14-day work period for certain employees within the Police department. Additionally, clarifying language is recommended in section 4(h) to correct a

typographical error.

21.2 – Sick Leave – This recommended change provides updated language to reflect the new 80-hour, 14-day work period for certain employees within the Police department.

24.2 – Allowances for the Use of Privately Owned Vehicles on City Business – Provides flexibility for the City Manager to approve additional upper management level positions to receive the allowance, as deemed appropriate.

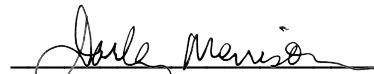
The proposed changes to Merit Rules 2.2 through 16.2 were presented to the Personnel Board for review and consideration at its November 4, 2021 administrative meeting. The Board voted unanimously to approve the recommended changes and to forward to City Council for consideration.

REMARKS: The City's Human Resources staff recommends the amendments to the Merit Rules as contained in this Council Bill. The proposed changes will update City policies to provide increased clarity, improve city processes, add a new City holiday "Juneteenth" to be recognized and observed, and make updates to other pay and benefits policies needed to support employees as well as department operational changes in the Springfield Police Department.

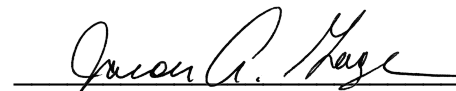
It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 11-23-21

Sponsored by Ollis

First Reading _____

Second Reading _____

COUNCIL BILL 2021-308

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the First Amendment to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the Springfield Police Officers'
3 Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive
4 Representative of a certain Bargaining Unit within the Springfield Police
5 Department to, among other things, add Juneteenth as a recognized
6 holiday; and authorizing the City Manager, or his designee, on behalf of
7 the City, to execute and deliver the First Amendment to the Collective
8 Bargaining Agreement to the Exclusive Representative.
9 _____

10
11 WHEREAS, the City of Springfield, Missouri (the "City") has an established
12 framework for certain City employees to engage in collective bargaining, and this
13 established framework is set forth in Springfield City Code Section 2-94; and
14

15 WHEREAS, the City recognized by Special Ordinance 26344, and continues to
16 recognize, the Springfield Police Officers' Association, Fraternal Order of Police Lodge
17 22 ("SPOA") as the sole collective bargaining representative of a certain Bargaining Unit
18 within the Springfield Police Department; and
19

20 WHEREAS, the City and the SPOA are parties to a certain Collective Bargaining
21 Agreement effective July 1, 2021, ("The SPOA Collective Bargaining Agreement"); and
22

23 WHEREAS, the City established a team (the "City's team") for the purposes of
24 collectively bargaining as the exclusive agent for the City; and
25

26 WHEREAS, the City's team met with SPOA and conferred and discussed the
27 following proposed changes: 1) changing the work period of certain employees within
28 the Bargaining Unit to a fourteen (14) day, eighty (80) hour work period; 2) changing
29 provisions on overtime and compensation for Bargaining Unit members; 3) adding
30 Juneteenth as a City recognized holiday that would apply to the Bargain Unit; 4)
31 changing continuous operation holiday leave accruals and maximum continuous
32 operation holiday leave accruals; and other issues related to these proposals; and
33

WHEREAS, the City's team and SPOA reached an agreement on the First Amendment to The SPOA Collective Bargaining Agreement and submit the proposed First Amendment to City Council for consideration and approval; and

WHEREAS, the Bargaining Unit has ratified the proposed First Amendment.

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

Section 1 – The First Amendment to The SPOA Collective Bargaining Agreement, attached hereto and incorporated herein by reference as "Exhibit 1," has been reviewed and considered by City Council.

Section 2 – City Council hereby approves entering into the First Amendment to The SPOA Collective Bargaining Agreement that is designated as Exhibit 1, as a final and binding First Amendment to The SPOA Collective Bargaining Agreement between the City and the SPOA.

Section 3 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the First Amendment to The SPOA Collective Bargaining Agreement to the SPOA, as well as such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

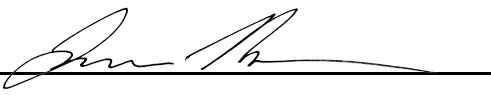
Section 4 – This Ordinance shall be in full force and effect from and after January 2, 2022.

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 2021-308

FILED: 11-23-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the First Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department; and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the SPOA, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department. The current collective bargaining agreement ("The SPOA Collective Bargaining Agreement") was entered into on July 1, 2021. "Exhibit 1," attached to the proposed ordinance, reflects the First Amendment to The SPOA Collective Bargaining Agreement and amends Article 11 - Basic Work Period and Overtime and Article 20 – Leave Governed by Merit Rules (Sections 20.1, 20.2 and 20.3).

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. The City's negotiation team met with SPOA in late August of 2021 to negotiate and confer about the following proposed changes:

1) changing the work period of certain employees within the Bargaining Unit to a 80-hour, 14-day work period;

2) changing provisions on overtime and compensation for Bargaining Unit members;

3) adding Juneteenth as a City recognized holiday that would apply to the Bargaining Unit; on June 17, 2020, President Joseph Biden signed legislation making Juneteenth a federal holiday. Juneteenth commemorates June 19, 1865, when Major General Gordon Granger in Galveston, Texas, acting pursuant to President Lincoln's 1863 Emancipation Proclamation, issued "General Order No. 3." That order informed the people of Texas that all enslaved people were now free. The City of Springfield seeks to join multiple states and the federal government in recognizing the importance of Juneteenth by making it a City holiday;

4) changing continuous operation holiday leave accruals and maximum continuous operation holiday leave accruals; and other issues related to these proposals.

In September of 2021, the SPOA Bargaining Unit ratified the proposed changes as outlined in Exhibit 1. The remainder of the Sections of the Collective Bargaining Agreement shall remain unchanged. This First Amendment to the agreement was reached voluntarily through the collective bargaining process. The First Amendment is to be effective as of the date of execution by the parties and valid through June 30, 2024.

BUDGET NOTE: No budget adjustment is necessary for the proposed changes.

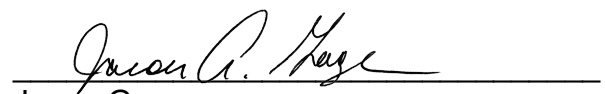
It is respectfully requested that City Council approve this First Amendment to The SPOA Collective Bargaining Agreement to be effective after January 2, 2022.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

EXHIBIT 1

FIRST AMENDMENT TO JULY 1, 2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND THE SPRINGFIELD POLICE OFFICER'S ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22

THIS FIRST AMENDMENT ("First Amendment") IS TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") BETWEEN THE CITY OF SPRINGFIELD, MISSOURI ("City") AND THE SPRINGFIELD POLICE OFFICER'S ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE 22 ("SPOA").

Whereas, on August 25, 2021, the City and the SPOA, met in order to discuss a planned change to the shift periods of certain employees within the bargaining unit (pursuant to which affected employees will be assigned to a 14 day duty schedule, consisting of six twelve hour days and one eight hour day) as well as discuss and bargain over 1) changing the work period for those employees to be affected by the shift change; 2) changing the provisions on overtime and compensation time for bargaining unit members, including changes to Standard Operating Guideline 204.1, Employee Overtime Program; 3) changing continuous holiday leave accruals and maximum continuous holiday leave accruals; 4) the possibility of adding Juneteenth as a recognized holiday; and 5) other issues related to the aforementioned proposals.

Whereas, the parties agreed, subject to bargaining unit ratification and City Council approval, to amend Article 11 – Basic Work Period and Overtime; and Article 20 – Leave Governed By Merit Rules, Sections 20.1, 20.2 and 20.3, to incorporate tentatively agreed to proposals;

Whereas, the SPOA agreed to submit to the bargaining unit this First Amendment to the CBA for ratification; and

Whereas, the City agreed, upon the bargaining unit's ratification of the proposed First Amendment to the CBA, to submit the proposed First Amendment to the City Council for approval and authorization;

Now therefore, in consideration of the foregoing, and contingent upon ratification by the bargaining unit and approval and authorization from City Council, the parties agree to amend Article 11 and Article 20 of the CBA in the following manner (additions are listed in *italics*, deletions are ~~stricken~~):

Article 11 – Basic Work Period And Overtime

Basic Work Period and Overtime shall be governed as set out in SOG 204.1, except that 3 hours shall be substituted for the 2.67 hours amount currently stated in SOG 204.1 subpart 5.3 for Court time.

Effective January 2, 2022 a consecutive fourteen (14) day, 80-hour work period shall apply to bargaining unit members assigned to uniformed patrol. Bargaining unit employees not assigned to uniform patrol shall continue to have a consecutive seven (7) day, 40-hour, work period. Effective January 2, 2022, accrual of compensatory time for all bargaining unit members shall freeze and thereafter employees within the bargaining unit shall be paid cash at one and one-half times their normal hourly salary for hours worked in excess of their normal work period. Compensatory time accrued before January 2, 2022 may be used after that date.

Either party may include, as part of wage reopener negotiations for Fiscal Year 2024 as provided for in Section 18.3 herein, negotiation over the compensatory time freeze policy, including but not limited to, whether to continue the compensatory time accrual freeze.

Article 20 – Leave Governed By Merit Rules

20.1 Vacation

The provisions of the current Merit Rules are incorporated by this reference and shall govern vacation leave of ~~officers~~ *bargaining unit members* during the term of this Agreement; *provided however, effective January 2, 2022, the continuous operation holiday leave accrual rate for bargaining unit members working a 14 day, 80-hour work period shall be twelve hours of continuous operation holiday leave for each holiday received by regular 40-hour employees. Contingent upon City Council recognizing Juneteenth as a holiday prior to January 2, 2022, then effective January 2, 2022, the maximum continuous operation holiday leave accruals for bargaining unit members hired after July 1, 2004, shall be 160 hours for employees working an 8-hour day, 40 hours per week schedule; 200 hours for employees working a 10-hour day, 40 hours per week schedule; and 240 hours for employees working a 14 day, 80-hour work period. Merit Rule 21.1 will be modified to include these changes. Maximum accruals for bargaining unit members hired on or before July 1, 2004, will continue to be governed by Merit Rule 21.1(c), with the understanding that Merit Rule 21.1(c)(4)(bb) will be modified to reflect these new maximum accrual amounts.*

Employees who transfer from one shift to another shift shall not lose any holiday leave accrued working the former shift. However, if the employee transfers to a shift that has a lower maximum continuous operation holiday leave accrual than the employee's current balance, then the employee will not accrue additional continuous operation holiday leave time until the employee has reduced the employee's balance below the applicable maximum.

20.2 Sick Leave Benefits and Sick Leave Redemption

The provisions of current Merit Rules are incorporated by this reference and shall govern sick leave benefits and sick leave redemption of ~~officers~~ *bargaining unit members* during the term of this Agreement. *Effective January 2, 2022, those bargaining unit members working a 14 day, 80-hour work period shall continue to earn sick leave credit and have the same maximum sick leave accrual as they did while working a regular 40-hour work week.*

20.3 Holidays

The provisions of current Merit Rules are incorporated by this reference and shall govern holidays of officers during the term of this Agreement, *provided that, contingent upon City Council recognizing Juneteenth as a City holiday, Juneteenth will be included as an additional legal, recognized holiday and Merit Rule 20.1 will be modified to include Juneteenth.*

20.4 Military Leave

The provisions of current Merit Rules are incorporated by this reference and shall govern Military leave of ~~officers~~ bargaining unit members during the term of this Agreement. *Additionally, the parties agree that the SPOA may include, as part of the Section 18.3 wage reopener negotiations for Fiscal Year 2024, proposed changes to the Military Leave available to bargaining unit members.*

Andrew Zinke, President
SPOA 22

Jason Gage, City Manager

Date

Date

Certification that this First Amendment to the July 1, 2021 SPOA CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of Finance

Approved as to form:

City Attorney or designee

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 11-23-21

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2021-309

SPECIAL- ORDINANCE _____

AN ORDINANCE

1 APPROVING the Third Amendment to the July 1, 2019, Collective Bargaining
2 Agreement between the City and the International Brotherhood of
3 Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the
4 Exclusive Representative of a certain Bargaining Unit within the Crafts,
5 Trades, and Labor ("CTL") Employee Group, which adds Juneteenth as
6 an additional recognized holiday; and authorizing the City Manager, or
7 his designee, on behalf of the City, to execute and deliver the Third
8 Amendment to the Collective Bargaining Agreement to the Exclusive
9 Representative.

10 _____
11
12 WHEREAS, the City of Springfield, Missouri (the "City") has an established
13 framework for certain City employees to engage in collective bargaining, and this
14 established framework is set forth in Springfield City Code Section 2-94; and
15

16 WHEREAS, the City recognizes the International Brotherhood of Electrical
17 Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW") as the sole collective
18 bargaining representative of a bargaining unit consisting of certain classifications in the
19 Crafts, Trades, and Labor ("CTL") Employee Group; and
20

21 WHEREAS, the City and the IBEW are parties to a certain Collective Bargaining
22 Agreement effective July 1, 2019, which was previously amended by First Amendment
23 on December 22, 2020, and by Second Amendment on June 30, 2021, ("The CTL
24 Collective Bargaining Agreement"); and
25

26 WHEREAS, the City established a team (the "City's team") for the purposes of
27 collectively bargaining as the exclusive agent for the City; and
28

29 WHEREAS, the City's team met with IBEW and conferred and discussed
30 proposed changes to the Merit Rules to add Juneteenth as a City recognized holiday
31 beginning in calendar year 2022 and applying those changes to the Bargaining Unit;
32 and
33

34 WHEREAS, the City's team and IBEW reached an agreement on the Third
35 Amendment to The CTL Collective Bargaining Agreement and submit the proposed
36 Third Amendment to City Council for consideration and approval.
37

38 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
39 SPRINGFIELD, MISSOURI, as follows, that:
40

41 Section 1 – The Third Amendment to The CTL Collective Bargaining Agreement,
42 attached hereto and incorporated herein by reference as "Exhibit 1," has been reviewed
43 and considered by City Council.
44

45 Section 2 – City Council hereby approves entering into the Third Amendment to
46 The CTL Collective Bargaining Agreement that is designated as Exhibit 1, as a final and
47 binding Third Amendment to The CTL Collective Bargaining Agreement between the
48 City and the IBEW.
49

50 Section 3 – City Council hereby authorizes and directs the City Manager, or his
51 designee, to execute and deliver the Third Amendment to The CTL Collective
52 Bargaining Agreement to the IBEW, as well as such other documents as may be
53 necessary or desirable to carry out and comply with the intent of this Ordinance.
54

55 Section 4 – This Ordinance shall be in full force and effect from and after January
56 2, 2022.
57

58 Passed at meeting: _____
59

60 _____
61 Mayor
62

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

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

70
71 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-309

FILED: 11-23-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Third Amendment to the July 1, 2019, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 ("IBEW Local No. 753") affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor ("CTL") Employee Group; and to authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the Third Amendment to the Exclusive Representative.

BACKGROUND: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, the City entered into collective bargaining with the IBEW Local No. 753, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades, and Labor Employee Group. The current collective bargaining agreement (The CTL Collective Bargaining Agreement") was entered into on July 1, 2019 and was previously amended by the First Amendment on December 22, 2020, and by the Second Amendment on June 30, 2021.

On June 17, 2020, President Joseph Biden signed legislation making Juneteenth a federal holiday. Juneteenth commemorates June 19, 1865, when Major General Gordon Granger in Galveston, Texas, acting pursuant to President Lincoln's 1863 Emancipation Proclamation, issued "General Order No. 3." That order informed the people of Texas that all enslaved people were now free. The City of Springfield seeks to join multiple states and the federal government in recognizing the importance of Juneteenth by making it a City holiday.

"Exhibit 1," attached to the proposed ordinance, reflects the Third Amendment to The CTL Collective Bargaining Agreement relating to Article X – 'Management Rights.' The City and the IBEW mutually agreed to meet and bargain over a proposed change to Merit Rule 20.1 which would add Juneteenth as an additional recognized holiday for City employees.

On August 16, 2021, the City and IBEW met to discuss and bargain over the City's proposal to change Merit Rule 20.1 to include Juneteenth as a recognized holiday and tentatively agreed to the City modifying Merit Rule 20.1 and that the amended version of Merit Rule 20.1 would apply to the bargaining unit for the duration of The CTL Collective Bargaining Agreement. The parties agree that the addition of Juneteenth as a recognized holiday is contingent upon approval by the City Council.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

BUDGET NOTE: No budget adjustment is necessary for the proposed change.

It is respectfully requested that City Council approve this Third Amendment for The CTL Collective Bargaining Agreement to be effective after January 2, 2022, and valid through June 30, 2022.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

Exhibit 1

**THIRD AMENDMENT TO JULY 1, 2019, COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753,
EXCLUSIVE REPRESENTATIVE OF THE BARGAINING UNIT EMPLOYEES IN
THE CRAFTS, TRADES, AND LABOR EMPLOYEE GROUP**

THIS THIRD AMENDMENT (“Third Amendment”) TO THE COLLECTIVE BARGAINING AGREEMENT IS BETWEEN THE CITY OF SPRINGFIELD, MISSOURI (“City”) AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753, EXCLUSIVE REPRESENTATIVE OF THE BARGAINING UNIT EMPLOYEES IN THE CRAFTS, TRADES, AND LABOR EMPLOYEE GROUP (“IBEW”).

Whereas, the July 1, 2019, collective bargaining agreement between the City and IBEW has been previously amended by a First Amendment, effective December 22, 2020, and a Second Amendment, effective June 30, 2021;

Whereas, Article X: Management Rights, of the July 1, 2019, collective bargaining agreement provides that if the City makes changes to the Merit Rules, Salary Ordinance, other Ordinances, or other policies that impact the working conditions of the bargaining unit, then such changes are subject to impact bargaining; and

Whereas, it is unclear as to whether a decision by the City to amend its Merit Rules to add an additional recognized holiday constitutes a change in “working conditions” under Missouri law, however the City, in an abundance of caution, agreed to meet and bargain with the IBEW over a proposed change to Merit Rule 20.1 which would add Juneteenth as an additional recognized holiday for City employees; and

Whereas, on August 16, 2021, the City and IBEW met in order to discuss and bargain over the City’s proposal to change Merit Rule 20.1 to include Juneteenth as a recognized holiday; and tentatively agreed to the City modifying Merit Rule 20.1 and that the amended version of Merit Rule 20.1 would apply to the bargaining unit for the duration of the collective bargaining agreement; and

Whereas, IBEW has represented that it has authority to enter into this Third Amendment without having it ratified by the bargaining unit and the City is relying on that representation; and

Whereas, the parties agree that the addition of Juneteenth as a recognized holiday is contingent upon approval by the City Council; and

Whereas, upon execution by a representative on behalf of IBEW, the City agreed to submit the proposed Third Amendment to the City Council for approval and authorization.

Now therefore, in consideration of the foregoing, the parties agree to enter into this Third Amendment:

The parties agree that, subject to City Council approval, the City may amend Merit Rule 20.1 to include Juneteenth as an additional City recognized holiday. The parties further agree that the amended version of Merit Rule 20.1 shall apply to the bargaining unit for the duration of the collective bargaining agreement.

Tony Parrish, President
IBEW Business Manager

Jason Gage, City Manager
City of Springfield

Date

Date

Approved as to form:

City Attorney or designee

One-rdg. _____
P. Hmgs. _____
Pgs. 6 _____
Filed 11-23-21 _____

Sponsored by Ollis

First Reading _____

Second Reading _____

COUNCIL BILL 2021-310

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the First Amendment to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the International Brotherhood of
3 Electrical Workers, Local No. 753 affiliated with the AFL-CIO
4 ("IBEW"), the Exclusive Representative of a certain Bargaining Unit
5 consisting of limited employees within the Professional,
6 Administrative, and Technical ("PAT") Employee Group, which adds
7 Juneteenth as an additional recognized holiday; and authorizing the
8 City Manager, or his designee, on behalf of the City, to execute and
9 deliver the First Amendment to the Collective Bargaining
10 Agreement to the Exclusive Representative.
11 _____
12

13 WHEREAS, the City of Springfield, Missouri (the "City") has an established
14 framework for certain City employees to engage in collective bargaining, and this
15 established framework is set forth in Springfield City Code Section 2-94; and
16

17 WHEREAS, the City recognizes the International Brotherhood of Electrical
18 Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW") as the sole collective
19 bargaining representative of a Bargaining Unit consisting of a limited group of
20 employees within the Professional, Administrative, and Technical ("PAT") Employee
21 Group; and
22

23 WHEREAS, the City and the IBEW are parties to a certain Collective Bargaining
24 Agreement effective July 1, 2021, ("The Limited PAT Collective Bargaining
25 Agreement"); and
26

27 WHEREAS, the City established a team (the "City's team") for the purposes of
28 collectively bargaining as the exclusive agent for the City; and
29

30 WHEREAS, the City's team met with IBEW and conferred and discussed
31 proposed changes to the Merit Rules to add Juneteenth as a City recognized holiday
32 beginning calendar year 2022 and applying those changes to the Bargaining Unit; and
33

34 WHEREAS, the City's team and IBEW reached an agreement on the First
35 Amendment to The Limited PAT Collective Bargaining Agreement and submit the
36 proposed First Amendment to City Council for consideration and approval.
37

38 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
39 SPRINGFIELD, MISSOURI, as follows, that:
40

41 Section 1 – The First Amendment to The Limited PAT Collective Bargaining
42 Agreement, attached hereto and incorporated herein by reference as "Exhibit 1," has
43 been reviewed and considered by City Council.
44

45 Section 2 – City Council hereby approves entering into the First Amendment to
46 The Limited PAT Collective Bargaining Agreement that is designated as "Exhibit 1", as a
47 final and binding First Amendment to The Limited PAT Collective Bargaining Agreement
48 between the City and the IBEW.
49

50 Section 3 – City Council hereby authorizes and directs the City Manager, or his
51 designee, to execute and deliver the First Amendment to The Limited PAT Collective
52 Bargaining Agreement to the IBEW, as well as such other documents as may be
53 necessary or desirable to carry out and comply with the intent of this Ordinance.
54

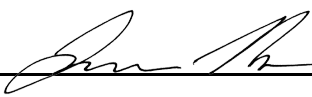
55 Section 4 – This Ordinance shall be in full force and effect from and after January
56 2, 2022.
57

58 Passed at meeting: _____
59

60 _____
61 Mayor
62

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

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

70
71 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 310

FILED: 11-23-2021

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the First Amendment to the July 1, 2021, Collective Bargaining Agreement, between the City and the International Brotherhood of Electrical Workers, Local 753 (IBEW Local No. 753) affiliated with the AFL-CIO, the Exclusive Representative of the Bargaining Unit consisting of the limited group of employees within the Professional, Administrative, and Technical ("PAT") Employee Group; and to authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, the City entered into collective bargaining with the IBEW Local No. 753, the Exclusive Representative for the Bargaining Unit consisting of the limited group of employees in the Professional, Administrative, and Technical Employee Group. The current collective bargaining agreement ("The Limited PAT Collective Bargaining Agreement") became effective July 1, 2021.

On June 17, 2020, President Joseph Biden signed legislation making Juneteenth a federal holiday. Juneteenth commemorates June 19, 1865, when Major General Gordon Granger in Galveston, Texas, acting pursuant to President Lincoln's 1863 Emancipation Proclamation, issued "General Order No. 3." That order informed the people of Texas that all enslaved people were now free. The City of Springfield seeks to join multiple states and the federal government in recognizing the importance of Juneteenth by making it a City holiday.

"Exhibit 1," attached to the proposed ordinance, reflects the First Amendment to The Limited PAT Collective Bargaining Agreement relating to Article X – 'Management Rights.' The City and the IBEW mutually agreed to meet and bargain over a proposed change to Merit Rule 20.1, which would add Juneteenth as an additional recognized holiday for City employees.

On August 16, 2021, the City and IBEW met to discuss and bargain over the City's proposal to change Merit Rule 20.1 to include Juneteenth as a recognized holiday and tentatively agreed to the City modifying Merit Rule 20.1 and that the amended version of Merit Rule 20.1 would apply to the bargaining unit for the duration of The Limited PAT Collective Bargaining Agreement. The parties agree that the addition of Juneteenth as a recognized holiday is contingent upon approval by the City Council.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

BUDGET NOTE: No budget adjustment is necessary for the proposed change.

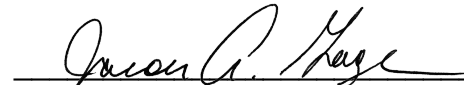
It is respectfully requested that City Council approve this First Amendment for the Collective Bargaining Agreement shall be effective after January 2, 2022.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Jason Gage,
City Manager

EXHIBIT 1

**FIRST AMENDMENT TO JULY 1, 2021, COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753,
EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE
PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP**

THIS FIRST AMENDMENT (“First Amendment”) TO THE COLLECTIVE BARGAINING AGREEMENT IS BETWEEN THE CITY OF SPRINGFIELD, MISSOURI (“City”) AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753, EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP (“IBEW”).

Whereas, Article X: Management Rights, of the July 1, 2021, collective bargaining agreement provides that if the City makes changes to the Merit Rules, Salary Ordinance, other Ordinances, or other policies that impact the working conditions of the bargaining unit, then such changes are subject to impact bargaining; and

Whereas, it is unclear as to whether a decision by the City to amend its Merit Rules to add an additional recognized holiday constitutes a change in “working conditions” under Missouri law, however the City, in an abundance of caution, agreed to meet and bargain with the IBEW over a proposed change to Merit Rule 20.1 which would add Juneteenth as an additional recognized holiday for City employees; and

Whereas, on August 16, 2021, the City and IBEW met in order to discuss and bargain over the City’s proposal to change Merit Rule 20.1 to include Juneteenth as a recognized holiday; and tentatively agreed to the City modifying Merit Rule 20.1 and that the amended version of Merit Rule 20.1 would apply to the bargaining unit for the duration of the collective bargaining agreement; and

Whereas, IBEW has represented that it has authority to enter into this First Amendment without having it ratified by the bargaining unit and the City is relying on that representation; and

Whereas, the parties agree that the addition of Juneteenth as a recognized holiday is contingent upon approval by the City Council; and

Whereas, upon execution by a representative on behalf of IBEW, the City agreed to submit the proposed First Amendment to the City Council for approval and authorization.

Now therefore, in consideration of the foregoing, the parties agree to enter into this First Amendment:

The parties agree that, subject to City Council approval, the City may amend Merit Rule 20.1 to include Juneteenth as an additional City recognized holiday. The parties further agree that the amended version of Merit Rule 20.1 shall apply to the bargaining unit for the duration of the collective bargaining agreement.

Tony Parrish, President
IBEW Business Manager

Jason Gage, City Manager
City of Springfield

Date

Date

Approved as to form:

City Attorney or designee

One-rdg. _____
P. Hmgs. _____
Pgs. 8 _____
Filed 11-23-21 _____

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2021-311

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the City of
2 Springfield, to enter into a contract with Pictometry International
3 Corporation to purchase aerial imagery in 2022, 2024, and 2026;
4 authorizing the City Manager, or his designee, on behalf of the City
5 of Springfield, to enter into individual cooperative intergovernmental
6 agreements with City Utilities of Springfield, Missouri, Christian and
7 Greene counties in Missouri, the cities of Nixa, Ozark, and
8 Republic, Missouri, and the Ozarks Transportation Organization to
9 share the costs of such aerial imagery; and amending the budget
10 for the Department of Public Works for Fiscal Year 2021-2022 in
11 the amount of \$286,927.02 for the 2022 aerial imagery.
12 _____
13

14 WHEREAS, the City of Springfield ("City") desires to obtain accurate aerial
15 imagery from Pictometry International Corporation ("Pictometry") for use with the City's
16 Geographic Information System ("GIS"); and
17

18 WHEREAS, Pictometry has set forth payment terms for the City to purchase
19 aerial imagery in 2022, 2024, and 2026, and the City will benefit from price security by
20 committing to purchases of aerial imagery at these prices in 2022, 2024, and 2026; and
21

22 WHEREAS, the City of Springfield desires to cooperate with other governmental
23 entities to enable them to acquire aerial imagery from Pictometry through individual
24 intergovernmental agreements; and
25

26 WHEREAS, entering into these intergovernmental agreements is in the best
27 interests of the citizens of City and the other governmental entities collectively to receive
28 the benefits of a more accurate GIS.
29

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

33 Section 1 – The City Manager, or his designee, is hereby authorized to enter into

34 a contract with Pictometry International Corporation for the purchase of aerial imagery in
35 2022 at a cost of \$305,748, and in 2024 and 2026 at a cost of \$308,247 provided such
36 funds are lawfully appropriated for those years, with said contract to be in a form
37 approved by the City Attorney or her designee, and to do those things necessary to
38 carry out the intent of the contract.

39
40 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
41 individual cooperative intergovernmental agreements with City Utilities of Springfield,
42 Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark, and
43 Republic, Missouri, and Ozarks Transportation Organization to share the costs of such
44 aerial imagery, said agreements to be substantially in the form and content as the
45 document attached hereto and incorporated herein by reference as “Exhibit 1.”

46
47 Section 3 – The budget for Fiscal Year 2021-2022 of the Department of Public
48 Works of the City of Springfield, Missouri, is hereby amended in the accounts and in the
49 amounts as shown on Budget Adjustment No. 032, a copy of which is attached hereto
50 and incorporated herein by this reference as “Exhibit 2.”

51
52 Section 4 – City Council hereby finds that the budget adjustment made above
53 has been recommended by the City Manager.

54
55 Section 5 – The City Manager is directed to cause the appropriate accounting
56 entries to be made in the books and records of the City.

57
58 Section 6 – 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 Approved as to form: Jill Burris, Assistant City Attorney

71
72
73 Approved for Council action: Jason A. Hage, City Manager
74

EXPLANATION TO COUNCIL BILL 2021-311

FILED: 11-23-21

ORIGINATING DEPARTMENT: Information Systems, Environmental Services and Public Works

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City of Springfield, to enter into individual intergovernmental agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark and Republic, Missouri, and the Ozarks Transportation Organization to contract for services with Pictometry International Corporation ("Pictometry"), for the cooperative purchase of aerial imagery to be used with each entity's Geographic Information System; and amending the budget for the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$286,927.02.

BACKGROUND INFORMATION: For the past twenty years the City of Springfield, Greene County, Christian County, City Utilities, and the Ozarks Transportation Organization have worked together through the Geographic Information System ("GIS") Technical team to cooperatively support the maintenance of a GIS system that is integrated, uniform, accurate, and accessible to the public. In March of 2001 and March of 2005, this group jointly purchased orthophotography for the purpose of developing and maintaining an accurate base map. In March of 2009, this group jointly purchased Pictometry which consists of oblique imagery and associated aerial images to enable closer inspection of individual sites. Since that initial purchase, the group has contracted with Pictometry for imagery captures in 2012, 2014, 2016, 2018, and 2020. It is time to renew the contract with Pictometry for additional flights to take place approximately every two (2) years.

REMARKS: Approximately every two (2) years, it is necessary to update the aerial imagery that is used for the base map, due to growth from new construction and changes in land use. This is particularly important for land use analysis, annexation determinations, development reviews, 911 data maintenance, emergency management, law enforcement, planning, asset maintenance, Fire Department's pre-plan responses for major structures and facilities, and other citywide projects, as well as maintaining an accurate base map for all other GIS applications. This imagery can be viewed by the public through the City's online web maps. The City proposes to contract for and acquire an aerial product with oblique imagery called Pictometry in late February or early March 2022, when visibility is best, and thereafter every two (2) years as indicated. The area to be flown will include the entirety of both Greene and Christian Counties (approximately 1,283 square miles).

A cost sharing agreement between the agencies involved in this acquisition is based on the geographic area needed by each agency. The City's purchasing division will work with the GIS technical team to contract for this imagery at a cost for this project not to exceed \$305,748.00. The project will be funded through cost sharing agreements with City Utilities (\$40,125.75), Christian County (\$108,483.26), Greene County

(\$85,439.96), the City of Nixa (\$10,461.40), the City of Ozark (\$12,764.40), the City of Republic (\$4,652.25), and Ozarks Transportation Organization (\$25,000); the summary is attached as "Exhibit 1 – Attachment A." The total contributions from these entities will be \$286,927.02.

The City of Springfield's share of \$18,820.98 will be funded by the Department of Environmental Services Clean Water Fund (\$9,410.49) , and Public Works 1/8-Cent Transportation Sales Tax (\$9,410.49) from funds already budgeted. There will be no impact to the City's General Fund. A budget adjustment totaling \$286,927.02 is attached for the remaining funding of the project that reflects the total contributions from the external agencies.

This Ordinance supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

RECOMMENDATION: The departments of Information Systems, Environmental Services, and Public Works recommend approval of this Council bill and budget adjustment.

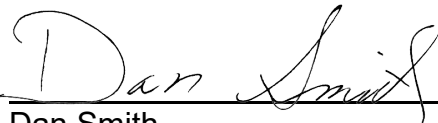
Recommended by:



Neil Slagle,
Director of Information Systems

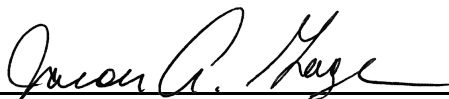


Errin Kemper,
Director of Environmental Services



Dan Smith,
Director of Public Works

Approved by:



Jason Gage,
City Manager

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
FOR ACQUISITION OF IMAGERY
FROM PICTOMETRY
INTERNATIONAL CORPORATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2021 by and between the City of Springfield, Missouri, hereinafter referred to as the "City", and Partner Agency, Missouri, hereinafter referred to as "Agency."

WHEREAS, Section 70.220 of the Revised Statutes of Missouri provides that municipalities, counties, and other persons may contract and cooperate with each other in connection with the provision of a common service; and

WHEREAS, it is in the best interest of the citizens of City and Agency collectively to receive the benefits of a more accurate Geographical Information System by acquiring updated aerial imagery; and

WHEREAS, City and Agency desire to cooperate to acquire aerial imagery covering Greene and Christian Counties from Pictometry International Corporation ("Pictometry"); and

WHEREAS, at the request of, and on behalf of Agency, City has agreed to the terms and conditions set forth herein, and has agreed to arrange for the delivery of aerial imagery from Pictometry to Agency; and

WHEREAS, Agency has agreed, pursuant to the terms and conditions set forth herein, to accept said imagery and to reimburse City for Agency's share of total costs for the imagery.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, CITY AND AGENCY AGREE AS FOLLOWS:

1. On behalf of Agency, City agrees to be the lead in purchasing approximately XXX tiles of aerial imagery in 2022, 2024, and 2026 pursuant to a contract between City and Pictometry ("Contract"), said Contract to substantially conform to the draft attached as "Exhibit A" and incorporated by this reference, provided that the Springfield City Council lawfully appropriates funds for the purchase of such aerial imagery.
2. In consideration for City taking the lead, Agency agrees to reimburse City for the Agency's share of the total cost of said aerial imagery in 2022, 2024, and 2006, as set forth in the cost sharing document attached as "Exhibit B" and incorporated by this reference, at or before the time of final delivery of the imagery from Pictometry to City, provided such funds are lawfully appropriated by Agency's governing body. Agency's cost is estimated to be \$. City will invoice Agency for payment of its share, and Agency agrees to pay City within 45 days of receipt of invoice.
3. Upon final payment from Agency, the Pictometry License shall be held jointly by the City of

Springfield, Agency, and other entities who enter into a similar Cooperative Agreement with City for Acquisition of Imagery from Pictometry and make final payment of their share of the total cost of the aerial imagery ("Other Entities").

4. In consideration of the requested Pictometry aerial imagery and monies received for same, and to the extent allowed by law, both Agency and City hereby release and hold harmless the other, their Boards, Councils, agents, officers, employees, successors and assigns with respect to any and all injury, death, loss or damage to person or property, whether caused by negligence or otherwise, in any way related to use of the Pictometry imagery. Nothing contained herein shall be considered a waiver of the defenses by either party of sovereign immunity, official immunity, or the public duty doctrine.
5. Agency, City, and Other Entities shall have co-ownership of aerial imagery received from Pictometry as outlined in the Contract and any amendments thereto.
6. Agency and City agree this agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

SO AGREED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF SPRINGFIELD, MISSOURI

BY: _____
Assistant City Manager or Delegate

APPROVED AS TO FORM:

BY: _____
City Attorney or Delegate

AGENCY

BY: _____

APPROVED AS TO FORM:

BY: _____
Agency Attorney

ATTEST:

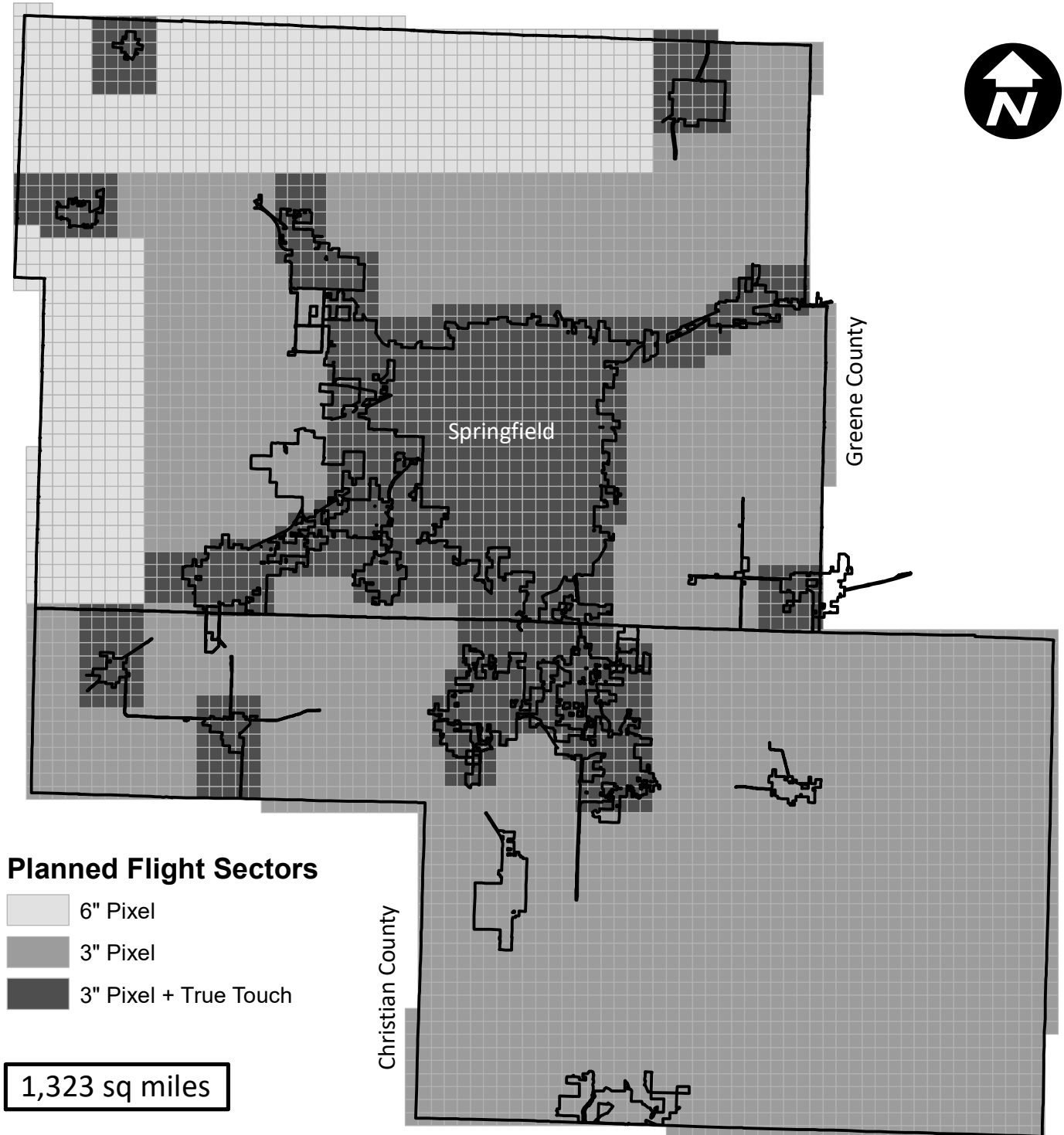
BY: _____
Agency Clerk

FINANCIAL CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Director of Finance

Attachment A: 2022 Pictometry Flight Details and Cost Share



Flight Costs

3" Sectors: 1086 sqmi x \$ 240 = \$ 260,640
 6" Sectors: 197 sqmi x \$ 144 = \$ 28,368
 True Touch: 279 sqmi x \$ 60 = \$ 16,740

 Total Flight Cost = \$ 305,748

Partner Costs

Christian County = \$ 108,483.26
 City of Nixa = \$ 10,461.40
 City of Ozark = \$ 12,764.40
 City of Republic = \$ 4,652.25
 City of Springfield = \$ 18,820.98
 City Utilities = \$ 40,125.75
 Greene County = \$ 85,439.96
 Ozarks Transp. Org. = \$ 25,000.00

 Total Cost = \$ 305,748.00



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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
032

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46130	20	73020	414110	000000	00000	\$ 25,000.00	Ozark Transportation Organization (OTO) Contribution
46100	20	73020	414110	000000	00000	85,439.96	Greene County Contribution
46130	20	73020	414110	000000	00000	108,483.26	Christian County Contribution
46130	20	73020	414110	000000	00000	10,461.40	City of Nixa Contribution
46130	20	73020	414110	000000	00000	12,764.40	City of Ozark Contribution
46130	20	73020	414110	000000	00000	4,652.25	City of Republic Contribution
46140	20	73020	414110	000000	00000	40,125.75	City Utilities Contribution
Net Revenue Adjustment						\$ 286,927.02	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46100	20	73020	504580	000000	00000	\$ 85,439.96	Private Developer Agreement Fund
46130	20	73020	504580	000000	00000	161,361.31	Non-Profit Reimbursement Fund
46140	20	73020	504580	000000	00000	40,125.75	City Utilities Reimbursement Fund
Net Expenditure Adjustment						\$ 286,927.02	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating revenues and expenses related to intergovernmental agreements between the City of Springfield and various other agencies for the cooperative purchase of Pictometry and oblique imagery to be used within each entities' GIS system. The City's share is already budgeted and will be funded by the Environmental Services Clean Water Fund operating budget and Public Works 1/8-cent Transportation Sales Tax Fund.

Requested By:

Neil Shay 11/22/21
Department Head Date

Approved By:

DL Hill 11/22/21
Director of Finance Date

Authorization:

Council Bill No. 2021-311
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 37
Filed: 11-23-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-312

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into agreements with
2 the Ozark Region Workforce Development Board ("Board") and the
3 Council of Local Elected Officials ("CLEO") to outline the
4 responsibilities of the Board, CLEO, and City regarding the City's
5 designation as the fiscal agent, fund recipient, and operator of
6 Workforce Innovation and Opportunity Act programs.
7 _____
8

9 WHEREAS, the Department of Workforce Development (the "Department") was
10 established by City Charter and has operated workforce development programs for over
11 forty years. The Department provides employment and training services through
12 Comprehensive Employment and Training Act ("CETA"), the Workforce Investment Act
13 ("WIA"), and the Workforce Innovation and Opportunity Act ("WIOA"); and
14

15 WHEREAS, WIOA, as well as WIA, required oversight by a board made up of
16 business representatives, representatives of labor, and mandated members
17 representing education, vocational rehabilitation, economic development, employment
18 services, adult education and literacy, and social services (the "Board"); and
19

20 WHEREAS, the Board and the Council of Local Elected Officials ("CLEO") (the
21 presiding commissioners of each of the seven counties) have designated the City of
22 Springfield, Department of Workforce Development, as the operator of WIOA programs.
23 In addition, the CLEO has designated the City of Springfield the fiscal agent and
24 recipient of WIOA funds; and
25

26 WHEREAS, the Board Agreements, including an Administrative Agreement and
27 a Fiscal Agreement, copies of which are attached hereto and incorporated herein by
28 reference as ("Exhibit A"), outline the responsibilities of the Department of Workforce
29 Development, the Department of Finance, the Board, and the CLEO. Authorization of
30 the City Manager to sign the documents indicates the City's agreement with said
31 documents.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
37 the Board Agreements attached hereto and incorporated herein by this reference as
38 “Exhibit A,” provided said agreements are in substantially the same form at the
39 attached, and said form is approved by the City Attorney.

40
41 Section 2 – 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 Filed as Ordinance: _____

52
53
54 Approved as to form: Mary L. L. L., Assistant City Attorney

55
56
57 Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-312

FILED: 11-23-21

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: To authorize the City Manager, or his designee, to sign agreements with the Ozark Region Workforce Development Board and the Council of Local Elected Officials to ensure that the Workforce Innovation and Opportunity is followed in the Ozark Region, comprised of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster counties.

BACKGROUND INFORMATION:

The Department of Workforce Development (the "Department") was established by City Code and has operated workforce development programs for over forty years. The Department provides employment and training services through Comprehensive Employment and Training Act ("CETA"), the Workforce Investment Act ("WIA"), and the Workforce Innovation and Opportunity Act ("WIOA").

WIOA, as well as WIA, required oversight by a board made up of business representatives, representatives of labor, and mandated members representing education, vocational rehabilitation, economic development, employment services, adult education and literacy, and social services (the "Board").

The Board and the Council of Local Elected Officials ("CLEO") (the presiding commissioners of each of the seven counties) have designated the City of Springfield, Department of Workforce Development, as the operator of WIOA programs. In addition, the CLEO has designated the City of Springfield the fiscal agent and recipient of WIOA funds.

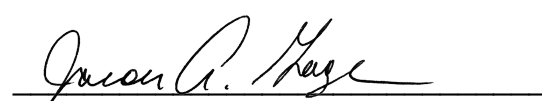
The Board Agreements, including an administrative and a fiscal agreement, outline the responsibilities of the Department of Workforce Development, the Department of Finance, the Board, and the CLEO. Authorization of the City Manager to sign the documents indicates the City's agreement with said documents.

Recommended by:



Sally Payne, Director
Department of Workforce Development

Approved by:



Jason Gage,
City Manager

Exhibit A

ADMINISTRATIVE AGREEMENT Between Ozark Region Chief Elected Officials, Ozark Region Workforce Development Board, and The City of Springfield

This Ozark Region Subrecipient and Administrative Agreement (the “Agreement”) is entered into between the Chief Local Elected Officials Council (“CLEO”) and Ozark Region Workforce Development Board (“Board”), acting as the local workforce development board for the counties of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster (collectively, “the Ozark Region”) in the State of Missouri and the City of Springfield (“COS”), all jointly referenced in this Agreement as the “Parties”. The purpose of this Agreement is to set forth the administrative roles and responsibilities of CLEO, the Board, and COS in fulfilling their respective requirements and duties for the Ozark Region under the Workforce Innovation and Opportunity Act (Public Law 113-128, July 22, 2014) (“WIOA”).

WHEREAS it is the responsibility of the Board to provide strategic guidance and oversight with respect to workforce development activities under WIOA for the Ozark Region in partnership with the CLEO; and

WHEREAS, pursuant to the CLEO Agreement dated _____, CLEO has designated the COS, Department of Workforce Development, as the Title I service provider for the Ozark Region; and

WHEREAS, pursuant to the CLEO Agreement dated _____, CLEO has designated the COS, Department of Finance as the fiscal agent under WIOA for Ozark Region (“Fiscal Agent”); and

WHEREAS COS employees fulfill some of the CLEO’s WIOA duties; and

WHEREAS, because COS is performing multiple functions within the Ozark Region workforce system, the Parties hereto are required to enter into separate agreements in order to spell out their respective roles and responsibilities; and

WHEREAS COS employees in the Department of Workforce Development fulfill operational duties on behalf of the Board, which have been agreed upon by COS and the Board, (“COS Workforce Staff”); and

WHEREAS the Parties each desire to set forth the roles and responsibilities of the COS of Springfield, Department of Workforce Development in providing administrative support to the Board in this Agreement; and

WHEREAS the Parties acknowledge that the CLEO and the Board are not authorized to exercise control, influence, or oversight over the COS Council’s legislative authority, including the authority to set budgets for the COS, unless mutually agreed upon in advance; and

WHEREAS the Parties acknowledge that the CLEO and the Board have sole authority to allocate WIOA funds, and to approve the budget for the WIOA funds annually, as well as any applicable modifications during the fiscal year; and

WHEREAS, the Parties acknowledge that the COS, in its Administrative role under this Agreement, is implementing the budget adopted by CLEO and the Board and is not authorized to exercise control, influence, or oversight over the CLEO and the Board's authority, operations or budget, as set forth in Public Law 113-128, July 22, 2014 ("WIOA"), and implementing regulations.

NOW, THEREFORE, in consideration of the responsibilities of each party as designated in WIOA, the Parties agree to the following:

I. DESIGNATION OF ADMINISTRATIVE ENTITY

CLEO designates the Ozark Region Workforce Development Board as the Administrative Entity for the Ozark Region WIOA funds.

II. SOLE DUTIES OF THE CLEO

CLEO agrees to exercise diligently, and in a timely manner, the following responsibilities reserved solely to the CLEO under WIOA:

- A. Designate a Subrecipient:** CLEO has designated the COS, Department of Finance to serve as the Fiscal Agent of WIOA funds and any other federal or state workforce development funds as may be awarded to the Board and its CLEO. The COS, Department of Finance, on behalf of the Board, shall receive all WIOA-related funds for the Ozark Region and disburse such funds for workforce development and investment activities according to the budget jointly approved by the Board and CLEO. Should COS be awarded or receive any non-governmental funds related to WIOA activities, such funds shall be accounted for and reported on separately from WIOA or other state and federal awards. The same shall occur if the Board should become incorporated.
- B. Accept Liability for Workforce Development Funds:** Notwithstanding the designation of the COS, Department of Finance, as the Fiscal Agent above, CLEO shall remain liable to the State or Federal governments, in accordance with Section 184(d) of WIOA, for any amounts allocated to the Ozark Region determined by the Secretary of the United States Department of Labor to have been misappropriated, as set forth in the Fiscal Agent Agreement.
- C. Request Local Area Designation Modifications:** Should CLEO desire to modify the geographic boundaries of the Ozark Region and/or merge with another Local Area in Missouri, CLEO is responsible for requesting in writing that the Governor of the State of Missouri make such modifications.
- D. Select a Fiscal Agent:** As per the Fiscal Agent Agreement, the COS, Department of Finance, shall serve as Fiscal Agent for the Ozark Region and shall perform the duties set forth in such Agreement.

- E. Create Bylaws Outlining the Board Appointment Process:** CLEO is solely responsible for appointing members to the LWDB. The CLEO has outlined a process for appointing such members as set forth in the CLEO Bylaws. The CLEO shall ensure that it maintains the minimum compositional requirements required by WIOA.
- F. Comprehensive Oversight of WIOA activities:** The CLEO shall be responsible for comprehensive, high-level oversight of all WIOA activities, including both fiscal and programmatic matters and shall ensure that the Ozark Region partnerships are functioning effectively, providing guidance and technical assistance if any partnership challenges are unable to be solved by the LWDB.
- G. Consult with the Governor on Reorganization or Decertification:** In the event of persistent failed performance, fraud, abuse, or mismanagement of funds in the Ozark Region, CLEO may consult with the Governor of the State of Missouri, or the Governor's designee, on potential reorganization and/or decertification of the Ozark Region to address such concerns.

III. JOINT RESPONSIBILITIES OF CLEO AND THE BOARD

CLEO and the Board agree to exercise diligently, and in a timely manner, the following joint responsibilities under WIOA and/or other funding sources granted through the use of the authority of the CLEO or the Board:

- A. Comprehensive Oversight of funded sources and/or activities:** The CLEO and the Board, as delegated from CLEO, shall be responsible for comprehensive, high-level oversight of all CLEO or Board funded activities, including both fiscal and programmatic matters and shall ensure that the Ozark Region partnerships are functioning effectively, providing guidance and technical assistance if any partnership challenges are unable to be solved by the One Stop Operator or other contractors.
- B. Comment on the State Plan:** CLEO and the Board will cooperate in commenting on the State Plan, as requested by the State of Missouri, to provide input on those aspects of the State Plan, which may impact the workforce development system in the Ozark Region. The parties may opt to present their joint comments through the Executive Director of the Board or another designee.
- C. Develop the Local Plans:** The Board shall have primary responsibility in developing the Local Area Plan, which shall have occurred through a local strategic planning process that is inclusive of all Core and Required WIOA partners (as described in WIOA and related TEGs), as well as any other key stakeholders desired by the Board. The Board may delegate this duty to COS staff. The Local Area Plan should serve as a road map for how the Local Area will allocate its resources to meet WIOA objectives. Upon approval of the draft of the Local Area Plan it will be provided to the members of CLEO for review, comment, and approval at least 30 days prior to its required submission date. Public comments shall be reviewed and summarized for possible inclusion in the Local Area Plan prior to its formal approval. Formal approval on the Local Area Plan will be required from both CLEO and the

Board before it is submitted to the Governor. The Board shall review the Local Area Plan every two (2) years, and update it as necessary, to reflect any changes in the local economy.

- D. Set Policy for the Ozark Region:** CLEO may set policy through its agreements, with respect to those responsibilities that are solely reserved for CLEO. The Board shall be primarily responsible for approving fiscal and operational policies for the Local Area, subject to review and comment by CLEO. The Board shall, at a minimum, maintain written policies regarding the fiscal administration of funds for the local area and regarding operations of Title I programs under WIOA, including grievance policies. The Board shall also ensure that it develops and maintains any local policies required by the State of Missouri. These policies must be approved by action of the Board in accordance with its Bylaws. The Board, through the administrative support of the Executive Director of the Board and COS Fiscal and Workforce Staff, shall be responsible for developing all procedures, processes, operations manuals as it believes necessary to ensure smooth operations and to ensure compliance with audit and monitoring requirements.
- E. Conflicts of Interest:** CLEO, the Board, and its committees and staff, are responsible for maintaining the public trust in all matters concerning use of federal and state funds for the purpose of carrying out workforce activities. To meet that end, the Board shall establish written Conflict of Interest policies in compliance with any State requirements. All members of CLEO, the Board, Board committees, COS Workforce Staff, and Board Staff shall acknowledge in writing that they have read and received a copy of the Conflict of Interest policy and shall execute a conflict disclosure form. Members shall also continue to keep such forms updated with any changes during such member's term. All conflict disclosure forms once completed will be submitted to the Executive Director of the Board and maintained by the Executive Director of the Board in the records of the Board. No personal information shall be given and retained by the Executive Director of the Board for COS staff.
- F. Develop and Approve the Local Area Budget:** The Board will participate in the development and approval of an annual operating budget as well as an annual One-Stop budget for purposes of infrastructure cost sharing under WIOA. The annual planning budget shall be approved by the Board and the CLEO prior to the beginning of such budget's fiscal year and adjusted as necessary after allocations are received. The One-Stop budget will be developed and negotiated by the Board in its effort to create local infrastructure funding arrangements with the required WIOA One-Stop partners and the selected One-Stop Operator. Any contracts to be signed as a process of implementation of the obligations of this Agreement shall receive prior approval of the Board. COS will apprise the Executive Director of the Board or their designee of any additions, deletions, changes, or modifications in Partner agreements. The Board is authorized to delegate authority for approval of Board contracts, to the Executive Committee.
- G. Approve Non-Mandatory One-Stop Partners:** In addition to the programs and funding streams that are legislatively required to participate in the One-Stop system, the CLEO and the Board may approve additional non-mandatory partners. Should both the Board and CLEO approve a non-mandatory partner, such partner shall be required to enter into a

Memorandum of Understanding (“MOU”) with the Board regarding the deployment of its services through the One-Stop Center and its support of the One-Stop infrastructure.

- H. Designate the Title I Service Provider for the Region:** CLEO and Board have designated the COS, Department of Workforce Development as the Title I Service Provider for the Ozark Region.
- I. Select and Terminate the One Stop Operator:** The One-Stop Operator shall be jointly selected by the CLEO and the Board through a competitive procurement process at least every four (4) years. The Board is primarily responsible for initiating and managing the procurement process through its Executive Committee and shall ensure that all State of Missouri policies and local policies are followed. At its discretion, the Executive Committee may solicit additional Board and CLEO volunteers to serve as application reviewers and to conduct any vendor candidate interviews. The Board or COS may serve as the One-Stop Operator; provided, however, that it must also participate in the competitive procurement process and must demonstrate how it will maintain the proper firewalls in place to assure that conflict-of-interest principles are observed. If the Local WDB is selected to serve as the OSO, CLEO and the Governor will approve the selection, and the State has certified the one-stop centers in that region. 20CFR 679.410(a)(2)(3)
- J. Work with the Governor in a Disaster:** In the event of a natural disaster or in the event the Governor declares a state of emergency within the Ozark Region, CLEO and the Board shall work with the Governor in order to coordinate resources needed to assist those affected in recovering from the disaster. CLEO and the Board may, at their discretion, also allocate funds for this purpose.
- K. Negotiate Performance Measures:** Performance measures are established under WIOA. The minimum required measure attainments are first negotiated between the U.S. Department of Labor and the State of Missouri. Once negotiated, the State of Missouri will next negotiate those same measures with the local areas. The Board and CLEO may request different measure attainment goals than those negotiated with U.S. DOL based on unique characteristics (demographic, economic, etc.) within the Ozark Region are authorized to approve any alternative measures negotiated with the State of Missouri.
- L. General Oversight for Certifications:** Both CLEO and the Board share responsibility for general program and fiscal oversight. At a minimum, the Board shall certify as comprehensive at least one (1) workforce center within the Local Area every three (3) years, as per State policy and may certify additional sites as comprehensive, affiliate or specialized sites as per Board policy. Once certified by the Board, the Chair of the CLEO or the Chair of the Board shall execute the required documentation to verify the certification to the State. In addition, the Board shall review its own certification policy, which shall follow the State issuance and Federal law, and criteria every two years, and update as necessary, as part of its review and modification of the local planning process. As part of the certification process, the Board shall ensure that all the Ozark Region One-Stop centers are accessible to individuals with disabilities. The Board must also comply with the State’s board member recertification process every two (2) years.

M. Appeal a Governor Decision to Reorganize: Should the Governor decertify or reorganize the Ozark Region due to persistent performance failure, fraud or abuse, or failure to carry out its functions, the CLEO and/or the Board may appeal such decision in accordance with the procedures set forth by the State of Missouri.

N. Comply with Internal Control and Firewall Requirements: CLEO and the Board shall ensure compliance with all conflict of interest, internal control, and firewall requirements under WIOA. To that end, both CLEO and the Board hereby agree to be bound by and incorporate by reference the Ozark Region Firewall Policy dated _____, 2020, and any subsequent updates and revisions to such policy provided that any revisions must be first approved by the Board, CLEO, and COS through its normal policy approval process.

IV. SOLE RESPONSIBILITIES OF THE BOARD

The Board agrees to exercise diligently, and in a timely manner, the following responsibilities reserved solely to the Board under WIOA: (This section does not prohibit the COS as an organization from any of the following activities independently.)

A. Elect a Chair: The Board shall elect a Chair in accordance with its bylaws. The Board may elect such other officers, as it deems necessary as per its bylaws.

B. Create Standing Committees: The Board shall maintain at least the following standing committees: an Executive Committee, a Finance Committee, a Planning & Oversight Committee, a Youth Committee, a Marketing Committee, and a Nominating Committee. The composition and appointment of these Committees shall comply with any WIOA regulations as well as the Board bylaws.

C. Analyze Economic Conditions/Assist in Collecting LMI: The Board is responsible for staying apprised of local economic and employment conditions that may affect its decisions regarding training and resource investments. Such conditions may include, but not be limited to, new and emerging industries and occupations, shifting demographics within the Ozark Region, areas of high poverty and unemployment, labor participation rates, high demand industries, local labor shortages, pending layoffs and/or business closures. The Board shall also coordinate with other regional economic development and planning organizations in order to stay apprised of such information. The Board may delegate this responsibility to COS Staff, if agreed upon by all parties. The Board and COS will jointly conduct an annual survey to gather local data from employers. The Board shall also utilize this data in the development of its Local Area Plan, as well as in its two-year review and possible modification of the Local Area Plan. As the Board may become aware of changes to the labor market in advance of the State, the Board may keep State representatives apprised of any early signs of significant shifts in the local economic or labor conditions in order that the State may responsively assist with any layoff assistance and/or make necessary adjustments to its own data.

D. Engage Employers: The Board shall engage employers: i) as a recruitment strategy for new Board members; ii) to encourage employer use of the One-Stop system; iii) to enhance

communication and collaboration between employers, economic development, and service providers; and iv) to ensure workforce activities meet employer needs and support economic growth. Through this engagement, the Board shall gain the information it needs to perform an analysis of the knowledge and skills needed by local employers and the strategies and services that will be used to serve them. In addition to directly engaging employers, the Board may also engage various employer intermediaries, such as economic development entities and chambers of commerce, to strengthen ties to a wider number of employers and industries.

- E. Convene Stakeholders:** As part of its Local Area Plan development, the Board may engage and convene stakeholders outside of the Board membership where such stakeholders have important information about the local economy and labor market, where they may have a significant service overlap with the workforce centers and/or where they may have important non-federal expertise and resources that can be invested in the local workforce system. In addition to engaging and convening such additional stakeholders, the Board shall also invite them to comment on the Local Area Plan prior to its submission to the State.
- F. Lead Efforts to Develop and Implement Career Pathways:** The Board shall lead and coordinate efforts to develop and implement career pathways in its priority sectors. At the discretion of the Board, these efforts may include coordination with other regional initiatives, with other Missouri workforce boards, with industry associations, with economic development entities and chambers of commerce.
- G. Identify and Promote Strategies to Meet Employer and Job Seeker Needs:** The Board shall take the lead in identifying and promoting strategies to meet the needs of both employers and job seekers within the Ozark Region. Accordingly, the Board shall ensure that the One-Stop system serves both and that appropriate resources are allocated to ensure that both customers have adequate physical and program accessibility. The strategies identified and promoted should align with the Ozark Region economic and employment conditions and support its priority areas.
- H. Enter into MOUs with Core Partners and Required One-Stop Partners:** The Board shall enter into Memoranda of Understanding (MOUs) with WIOA Core Partners and other federally required One-Stop partners to identify their contributions to the One-Stop infrastructure and the services the partners will deliver through the One-Stop system. The MOUs should address and assist in the integration of One-Stop partners' intake and case management systems to the extent possible and should help facilitate access to One-Stop services including the development of strategies to take advantage of any technological intake and case management solutions.
- I. Select Career Service Providers:** If career services under WIOA Title I are not offered by the service provider, the Board shall select a provider for adult/dislocated worker services. The Board, in concurrence with the CLEO, has designated the COS, Department of Workforce Development as the provider of Title I services. The Board also has the option to contract with other service providers to meet the local workforce needs. All purchases of business services must be conducted in accordance with all City, State, and Federal rules.

The Board has appointed the COS, Department of Workforce Development as the career service operator. The COS will maintain the proper firewalls in place to assure that conflict-of-interest principles are followed. Such firewalls shall be submitted to the Board/CLEO for review and approval. COS shall abide by the guidelines established in the Board's Conflict of Interest and Firewall Policies.

- J. Select and Terminate Youth Service Provider(s):** The Board has appointed the COS, Department of Workforce Development to provide recruitment, eligibility determination and case management services (“framework services”) for youth within the Ozark Region. The COS will maintain the proper firewalls in place to assure that conflict-of-interest principles are followed. Such firewalls shall be submitted to the Board/CLEO for review and approval. COS shall abide by the guidelines established in the Board's Conflict of Interest and Firewall Policies.
- K. Ensure Sufficient Numbers and Types of Approved Eligible Training Providers:** The Board shall ensure that the Ozark Region has a sufficient number and types of career service and training providers approved at the local level to ensure WIOA participants has access to programs that support the careers most needed in the Local Area. The Board shall develop a local policy for approving training provider programs that have been approved by the State of Missouri, as well as a process for local approval of those training providers that may be exempt from the state’s approval jurisdiction. The Board shall also ensure that WIOA participants can make an informed choice when selecting their training.
- L. Review AEFLA Provider Applications:** The Board shall assist in the reviewing of adult literacy provider applications under the Adult Education and Family Literacy Act (AEFLA) within the Ozark Region to ensure that they are consistent with the Local Area Plan and provide quality programming.
- M. Manage and Leverage Local Resources and Capacity:** The Board may develop and prepare an annual resource allocation plan to aid in its management of all funding resources. The Board is authorized to seek additional local resources and funds, outside of WIOA and related government funding streams, in order to support its work, including but not limited to private foundation grants, private donations (both monetary and in-kind), sponsorships and fee-for-service models. If the Board seeks other funding, the Board shall negotiate with COS prior to the award on any fiscal and/or operational responsibilities of COS. If the parties are unable to negotiate mutually agreeable terms, COS shall not have any responsibilities or duties regarding the non-WIOA funds.
- N. Incorporate as a Not-for-Profit Corporation:** The Board may choose to incorporate as not-for-profit corporation and seek exemption from income tax under section 501(c)(3) of the IRS Code. The Board shall comply with all applicable state and federal requirements to maintain its status as such. The board of directors of such corporation shall be the Board.
- O. Executive Director and Board Staff:** In order to fulfill its responsibilities under this Agreement, the Board may either hire its own staff or utilize COS staff, if agreed upon by COS and listed in the Scope of Work. Should the Board hire staff, it shall be responsible for

preparing all necessary payroll documentation and administering any employee benefit plans, and such staff shall be subject to the salary caps under WIOA. Should the Board opt to contract for some, or all of the services required hereunder, the procurement of such contract shall comply with all applicable federal and state policies and procedures. The Executive Director of the Board can, at CLEO's discretion, serve as an administrative liaison between CLEO, the Board and COS.

- P. Set Priority Sectors:** Using available labor market information, including current high-demand and future growth occupations, the Board shall identify its priority sectors. While the Board's list of eligible training providers spans many industries and sectors, priority will be given to training programs that align with its priority sectors. The Board will consult employers and employer-oriented organizations in an effort to remain aware of various local labor market trends, which might alter the selection of priority sectors. The Board may adopt more specific policies around the priority of use of funds within the priority sectors at its discretion.
- Q. Determine Criteria for Increasing OJT Training Wage Reimbursements:** At its discretion, the Board may set criteria for increasing on-the-job (OJT) training wage reimbursements in accordance with WIOA and its regulations. This may include such strategies as increasing the training wage reimbursement for hard to fill sectors, for training participants with multiple barriers to employment or for small companies.
- R. Decide Percentage of Local Allocation for Incumbent Worker Training and Transitional Jobs:** The Board may elect to use up to twenty percent (20%) of its local training allocation for incumbent worker and may set the amount of the employer-required contribution based on certain factors including without limitation such factors as the difficulty in finding employees in the sector and the size of the company.
- S. Determine Investments in Employer Services:** At its discretion, the Board may determine the types, scale and amounts of its investments in employer services that will be executed in collaboration with the One-Stop system and those employer services that may be provided on a fee-for-service basis.
- T. Determine the Mix of Investments in Service Offerings and Training:** At its discretion, the Board shall determine the mix of investments in, and the mix of, resources allocated to the various employer and job seeker service offerings and trainings based on the careers it determines are most needed in the Ozark Region and the industries it has determined are in highest demand and poised for continued growth.
- U. Determine Support Service Offerings:** At its discretion, the Board shall approve the types of support services, through a Supportive Services Policy, it will offer to WIOA enrolled participants including, without limitation, funds paid to support participants' transportation, childcare, uniforms/specialty clothing and tools needed while enrolled in a training program.
- V. Public Records Custodian:** As the Administrative Entity for the Ozark Region, the Board shall be the custodian of the public records of the Board and of the CLEO and shall adopt

policies under applicable public records laws for the duplication and distribution of copies of public records and the charges therefor.

W. Insurance Requirements: The Board will provide its own insurance.

X. Conduct Oversight and Monitoring: In order to fulfill its fiduciary responsibilities for the CLEO, the Board as the Administrative Entity for the Ozark Region shall establish policies and perform oversight and monitoring of programs operated on behalf of the CLEO and the Board, whether funding by WIOA or other sources, if the funding for the program was secured through the use of the name of the CLEO or the Board.

V. RESPONSIBILITIES OF THE COS

“Any organization that has been selected or otherwise designated to perform more than one of these functions must develop a written agreement with the Local WDB and CEO to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, [Uniform Guidance in Title 2 of the Code of Federal Regulations], and the State’s conflict-of-interest policy.”
20 CFR 679.430, comment from Note 19 of DWD Issuance 14-2017.

All programs under WIOA and related programs or funding where the Board and/or the authority of CLEO are used to secure the funding.

A. COS to Comply with Federal and State Laws and City Regulations: Pursuant to 20 CFR 679.430 and DWD Issuance 14-2017, the Board must avoid conflicts of interest and ensure performance accountability because the COS performs two or more One-Stop Delivery System roles. One-Stop Delivery System roles include One Stop Operator, Career Services, Youth Services, and Training Services, as such roles may be revised and expanded by the Federal regulations.

- i. COS agrees to adhere to the requirements established by the Board for such firewalls and internal controls to the satisfaction of the CLEO and the Board, as required by Federal and State regulations and agreed upon by all parties.
- ii. COS agrees to require compliance with the provisions of this Agreement by its employees who perform functions under this Agreement and any other agreements related to any One-Stop Delivery System roles. COS agrees to include such requirements concerning such firewalls and internal controls through written policies.
- iii. COS specifically acknowledges that all employees performing functions for the CLEO or the Board shall file written conflict of interest statements under the laws of the State of Missouri, in compliance with OWD Issuances.
- iv. In order for the Board to perform its oversight and monitoring functions, COS agrees to make such conflict of interest statements and documentation on firewall and internal control compliance available to the Board upon request.
- v. COS understands and agrees that such firewalls and internal controls may be amended from time to time as required by Federal and State regulations throughout the duration of this Agreement. The Board agrees to provide written notice to the COS as such policies are amended and agreed upon by all parties that will allow time for the COS to implement necessary changes to its processes.

- vi. COS agrees to provide an organizational chart and functional plan that describes, and differentiates among, the duties and responsibilities performed by each department.
- vii. COS understands and agrees that all agreements or grants applied for, to be implemented by WIOA, where the Board is a required partner, and agreed upon by both parties are subject to monitoring and oversight of the Board.
- viii. COS agrees to provide updates and regular reports on staff providing WIOA and any partnered grant functions.
- ix. COS understands that changes in operation of the Job Center and satellite facilities must be communicated to the Board and Executive Director of the Board.

B. General Services to be Provided by COS: COS agrees to perform the functions and services set forth in this Agreement and the Scope of Work on behalf of the CLEO and the Board in compliance with the following terms:

- i. Comply with all the requirements of the Board, including the terms of this Agreement, the Fiscal Agent Agreement, as well as established policies and procedures of the Board adopted in compliance with Federal and State regulations which have been agreed upon by all parties. If any questions should arise regarding the application of any of these terms, policies or procedures, the Executive Committee of the Board shall be authorized to provide guidance to the COS on behalf of the Board.
- ii. COS shall comply with all federal and state, laws, rules, regulations, directives, issuances, and any other guidance, local laws and ordinances, policies of CLEO and/or the Board, and guidance issued by the Board, in the performance of its duties as under this Agreement, the Fiscal Agent Agreement, and any other contracts which may be approved by the COS and the Board/CLEO.
- iii. As a part of internal controls and monitoring, should the COS discover a violation of controls or abuse of the standards of conduct, the COS is obligated to notify the Executive Director of the Board, Board Chair, CLEO Chair, and COS HR within one (1) business day.

C. Authority to Use the Name of the CLEO and Board:

- i. The COS is only authorized to perform functions on behalf of the CLEO/Board as specified in this Agreement, the Fiscal Agent Agreement, and as approved by the Board and COS.
- ii. The COS is not authorized to act as the agent, apply for, or distribute funds in the name of the CLEO and/or the Board without prior written approval from the Board and CLEO for each funding source.

D. Authority to Use the Name of the CLEO and Board: Notwithstanding any provisions in this Agreement granting any specific authority to the COS on behalf of the CLEO and/or the Board, all contracts and agreements entered into by the COS on behalf of the CLEO and/or the Board require approval of the Executive Committee of the Board, at a minimum, prior to execution, amendment, or termination.

E. Scope of Work: Please refer to the COS Scope of Work for outlined duties.

- F. Expectations of COS Serving as Program Provider:** COS shall comply with all Federal, State, and local rules and regulations, policies of the Board and COS for performing in addition to requirements of related grant and funding agreements in performing any services, operating programs, on behalf of CLEO and the Board.
- G. Expectations for COS in Records Management for CLEO and the Board:** For the purpose of this Agreement, “Documents” are defined as records of any type or format, including but not limited to electronic media, paper or other hard copy records, and such other methods of documenting records which may be developed over time. COS agrees to serve as the repository of:
- a. All Documents necessary or reasonably expected to be maintained for a complete and efficient audit of funds;
 - b. Any additional Documents which may be required for WIOA and any other grant monitoring and oversight;
 - c. Agendas, agenda back-up materials, and meeting minutes;
 - d. Contracts, Title I documents, policies, plans, and other documents generated as a part of or required by WIOA or OWD funding; and
 - e. Any Documents which CLEO or the Board request COS to maintain (such Documents collectively referred to as “CLEO/Board Records”).
- i. The Board is the official custodian of CLEO/Board Records. COS agrees to maintain and manage the CLEO/Board Records, on behalf of the Board, in accordance with the CLEO/Board Record Retention Policy. COS agrees to provide any Board/CLEO records request made in writing within a reasonable timeframe.
 - ii. COS agrees to maintain the CLEO/Board Records in a secure manner, whether in hard copy locked file cabinets or secured electronic databases maintained on site or through the internet.
 - iii. COS agrees to maintain and administer strict policies with its staff regarding access to and security for any CLEO/Board Records. Such policies shall be approved by the Planning and Oversight Committee and Executive Committee of the Board.
 - iv. COS agrees to maintain the confidentiality CLEO/Board Records which CLEO or the Board entrust to it as a part of this Agreement, and that access to any CLEO/Board Records will be limited to staff necessary to use such records in performing their functions under this Agreement.
 - v. COS agrees to coordinate with the Executive Director of the Board for release or review of CLEO/Board Records as a part of a request from the public under the Missouri Sunshine Law.
- H. Expectations of COS as Subrecipient on Behalf of the Board:** COS duties and responsibilities as Subrecipient on behalf of the Board are further detailed in the terms of the Workforce Innovation and Opportunity Act Annual Agreement and Assurances–CLEO and the Board expect that COS will comply with all terms and conditions of the Workforce Innovation and Opportunity Act Annual Agreement and Assurance. COS understands that CLEO and the Board maintain their liability for actions by COS operating on behalf of the Board as the Administrative Entity, and ultimately that CLEO is liable under WIOA. COS acknowledges that its authority to act as Subrecipient can be withdrawn by CLEO and the

Board at any time.

VI. TERM OF AGREEMENT AND TERMINATION

- A.** This Agreement shall become effective upon signature by all Parties and shall continue until _____, 2024.
- B.** If the Governor of the State of Missouri, or designee, the Department of Labor, or the CLEO/Board so determine that an immediate termination or restructuring of workforce services, the termination of this agreement shall be in conformance with the requirements of letters or other requirements as specified by such entity or entities.
- C.** Termination of this agreement for any other reason must account for continuity of services for participants consistent with WIOA and implementing rules and regulations, and as such cannot be terminated during a Program Year.
- D.** If COS determines at any time that it does not want to continue to perform its Title I duties, its Administrative duties on behalf of the Board/CLEO under this Agreement, its Fiscal Agent role, or any other obligations delegated to the COS through this Agreement, COS shall provide notice to the other parties at least one hundred twenty (120) days in writing in advance, in order that appropriate steps can be arranged for continuity of operations.

VII. MODIFICATION OF AGREEMENT

- A. Authority for Unilateral Amendments:** In the event that revisions are made to Federal or State law or regulations, or due to other requirements of the State of Missouri, CLEO and the Board are authorized to make unilateral amendments to this Agreement in order to bring it into compliance with such legal standards. Approval by COS is required for such unilateral amendments to be authorized, however, if COS is unable or unwilling to perform its obligations under the amended agreement, COS retains its right to provide notice for termination subject to its continuity of service requirements under Section V.
- B. Mutual Amendments:** Any party may propose modifications or amendments to this Agreement at any time. Proposed amendments under this paragraph shall be presented to the parties at least thirty (30) days prior to consideration of the amendment. Prior to any such mutually agreed amendment taking effect, all parties must follow their respective processes for approval/disapproval.

VIII. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IX. SIGNATURES

IN WITNESS WHEREOF, the parties do hereby agree to the terms of this Agreement and certify that each has the legal authority of his/her respective governing body to enter into this Agreement.

[Signature Page Follows]

“CLEO” - Chief Local Elected Officials Council of Missouri Ozark Region

By: _____ Date: _____
Bob Dixon, Chair

“Board” - Ozark Region Workforce Development Board

By: _____ Date: _____
Susan Johanson, Chair

“COS” - City of Springfield, Missouri

By: _____ Date: _____
Name/Title

FISCAL AGREEMENT
Between Ozark Region Chief Elected Officials,
Ozark Region Workforce Development Board, and
The City of Springfield Regarding
Responsibilities and Duties as Fiscal Agent

This Agreement (“Agreement”) is entered into between the Chief Local Elected Officials Council (“CLEO”) and the Ozark Region Workforce Development Board for the Ozark Region in the State of Missouri (“Board”), and the City of Springfield (“COS”), all jointly referenced in this Agreement as the “Parties”. The purpose of this Agreement is to set forth the roles and responsibilities of the City of Springfield, Department of Finance in fulfilling its requirements and duties as Fiscal Agent under the Workforce Innovation and Opportunity Act (Public Law 113-128, July 22, 2014) (“WIOA”).

WHEREAS, CLEO is the Grant Recipient of WIOA funds for the Ozark Region, consisting of seven counties; and

WHEREAS, the Board is responsible for administration of WIOA activities in the Ozark Region; and

WHEREAS, CLEO has designated the City of Springfield, Department of Finance as the fiscal agent under WIOA for Ozark Region (“Fiscal Agent;”) and

WHEREAS, COS employs staff who are responsible for fulfilling its Fiscal Agent duties on behalf of CLEO; and

WHEREAS, because COS is performing multiple functions within the Ozark Region workforce system, the Parties hereto are required to enter into separate agreements in order to spell out their respective roles and responsibilities; and

WHEREAS, the Parties each desire to set forth the roles and responsibilities of the City of Springfield, Department of Finance as Fiscal Agent in this Agreement; and

WHEREAS, the Parties acknowledge that the COS, as Fiscal Agent, is implementing the budget adopted by CLEO and the Board and is not authorized to exercise control, influence, or oversight over the CLEO and the Board’s authority, operations, or budget, as set forth in Public Law 113-128, July 22, 2014 (“WIOA”), and implementing regulations;

WHEREAS, the Parties acknowledge that the CLEO and the Board are not authorized to exercise control, influence, or oversight over the COS City Council’s legislative authority, including the authority to set budgets for the COS; and

NOW, THEREFORE, in consideration of the responsibilities of each party as designated in WIOA, the Parties agree to the following:

I. DESIGNATION AND EXPECTATIONS OF FISCAL AGENT

CLEO is the grant recipient of WIOA funds from the State of Missouri for the Ozark Region. The Board is responsible under WIOA for administration of workforce development activities and execution of adult, dislocated worker, and youth funds allocated to the Ozark Region. In order to assist in the administration of the grant funds on behalf of the Board, CLEO has chosen to designate COS to serve as the fiscal agent for the Ozark Region. As fiscal agent, the State of Missouri Office of Workforce Development (“OWD”) sends Title I grant funds to COS as a subrecipient on behalf of the Board.

Designation of COS as the fiscal agent does not relieve CLEO of liability for the misuse of grant funds. The Board is charged by WIOA and CLEO with the responsibility for oversight and monitoring of the work of the fiscal agent. In order to ensure proper administration of the grant funds, CLEO and the Board must ensure that COS has clearly defined roles and responsibilities as fiscal agent.

Accordingly, CLEO and the Board, in order to ensure compliance with their obligations and responsibilities under WIOA, enter into this Fiscal Agent Agreement with the COS with the following expectations:

- A.** CLEO and the Board expect COS to comply with Federal and State law, regulations promulgated by the U.S. Department of Labor (DOL), technical assistance guidance letters, desk aids from the State of Missouri and any other guidance from the State of Missouri Office of Workforce Development (OWD), and any policies established by DOL or OWB for WIOA programs.
- B.** CLEO and the Board expect COS to comply with relevant circulars of the Office of Management and Budget. These include but are not limited to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR, Part 200 and DOL’s Exceptions at 2 CFR 2900.
- C.** CLEO and the Board expect COS to comply with the WIOA Annual Agreement with the State of Missouri to perform the duties set forth therein.
- D.** CLEO and the Board expect COS to maintain an accounting system that will meet all the fund accounting and reporting requirements for WIOA grant programs.
- E.** CLEO and the Board expect COS to employ, train and maintain qualified staff necessary to fulfill the duties of fiscal agent, subject to the limitations of an annual budget.
- F.** CLEO and the Board expect COS to continuously review operational policies and to make recommendations to the Board to streamline or improve administration of WIOA programs.
- G.** CLEO and the Board expect COS to manage an appropriate system for the monitoring of grants and contracts.

- H. CLEO and the Board expect that resources paid for with WIOA funds, including personnel, will be used only for WIOA and/or CLEO/Board approved purposes.
- I. CLEO and the Board expect that COS will use the name of the Board only with prior Board and CLEO approval.
- J. Prior approval will be required for any WIOA-related fund or partnering is required for a grant.

II. FISCAL AGENT ROLES AND RESPONSIBILITIES

COS, as the fiscal agent, cooperates with and assists the CLEO and the Board with their workforce objectives in conformity with WIOA regulations. The fiscal agent receives and manages all federal and state-allocated WIOA funds for the Ozark Region. The fiscal agent is generally responsible for the receipt, disbursement, accounting and reporting of WIOA and all other grant funds partnered between COS and the CLEO/Board during the reporting period.

The fiscal agent duties and responsibilities are performed as authorized by the CLEO and performed in accordance with, and governed by, applicable WIOA provisions. The fiscal agent's work is performed in accordance with the policies and procedures of the Board, which must align with Generally Accepted Accounting Principles (GAAP). The fiscal agent ensures WIOA funds are spent according to the Board- and CLEO-approved budget. In addition, the fiscal agent provides services related to grants management, general accounting and financial services, oversight for fund integrity, staff support and technical assistance on fiscal matters. The fiscal agent responds to audit financial findings.

Section 107 of WIOA states that the fiscal agent is to "disburse funds immediately on receiving such direction from the local board..." The only discretion available to a fiscal agent in funding decisions is to ensure that the Board actions are consistent with the approved budget and do not violate the Act. COS does not make decisions about who receives funding or approve WIOA budgets. The fiscal agent will develop the draft budget jointly with the Board.

Under this Agreement, COS, as the fiscal agent, provides an accounts payable and receivable operation for CLEO and the Board disbursing the funds at the direction of CLEO and the Board as long as those directives do not violate any provision of WIOA or OMB Circulars or Federal Acquisition Regulations (FAR) or COS Accounting Controls and Procedures. Specific responsibilities of the Fiscal Agent are as follows:

- A. **Receive and Expend Funds:** The Fiscal Agent shall be responsible for drawing down all grant funds awarded to the Ozark Region and/or the COS on behalf of the CLEO/Board in a timely manner in order to ensure smooth operations of the activities funded by such monies. The expenditure of federal and state funds shall be governed by the "first in first out" rule, meaning the oldest money is deemed to have been expended prior to any later award of funds. COS, in coordination with the Board, shall ensure that WIOA funds are expended within two years and that no more than twenty percent (20%) of its WIOA program (non-administrative) allocation is carried forward from one year to the next. In the event that allocations are to be carried forward, COS shall seek and receive approval from the Executive Committee of the Board and

the Chair of CLEO in a timely manner. The Board, and the CLEO may request the transfer(s) of funds between the adult and dislocated worker funding streams, which must be approved by the State of Missouri.

B. Ensure Fiscal Integrity and Accountability: In order to ensure fiscal integrity and accountability, COS shall:

- i. Review all fiscal monitoring reports (whether conducted by local, state, or federal oversight personnel) and respond timely to any findings or recommendations therein.
- ii. The Fiscal Agent shall hire an independent firm to conduct an annual financial audit in accordance with GAAP and in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards. The Chair or the Chair's designee, and the Executive Director of the Board will be included in the entrance and exit interviews with the audit firm for WIOA-related grants, grants administered on behalf of the Board, and any COS and Board/CLEO partnered grants.
- iii. In the event that there are management concerns or significant findings by the auditor concerning WIOA funds and system procedures such concerns or significant findings shall be provided immediately to the Board/CLEO for their review in order to implement their monitoring and oversight responsibilities.
- iv. Provide any financial audit regarding WIOA funds, grants administered on behalf of the Board, and any COS and Board/CLEO partnered grants. to the Board and the CLEO immediately upon completion of said audit.
- v. Pursuant to 2 CFR 200 Subpart F, §200.52 upload its reporting package and data collection form to the Federal Audit Clearinghouse (FAC).
- vi. Develop and prepare Budgets for Board and CLEO approval, and submit Budgets for review in adequate time for meaningful review and participation by the Finance and Executive Committees of the Board prior to submission for the approval of the Board and CLEO.
- vii. Develop and prepare monthly financial expenditure reports.
- viii. Develop and prepare month end information, including, but not limited to, accruals, all administrative expenditures, and any and all WIOA employment and training-related fiscal and programmatic-related reports.
- ix. Notify the Chair of the Board and Executive Director immediately of any irregularities identified, whether able to be rectified at the time of identification or not.
- x. If partnering on a grant, it will require Board/CLEO and COS City Council authority and/or approval in order to acquire said funding if the notice window is 60 days or more. If less than 60 days, the Fiscal Agent will consult the City Manager and the Executive Committee of the Board for approval.
- xi. Prepare designated schedules for any audit.
- xii. Prepare required financial reports for the State of Missouri or other grant agencies if partnering on a grant.
- xiii. Monitor the work of any WIOA Subcontractors.

- xiv. Apply for additional grants on behalf of the Board as directed by the CLEO and Board if agreed upon by COS.
- xv. Process travel reimbursements for the Board members.
- xvi. Require documentation of allocation of time in accordance with State of Missouri guidelines, and provide monitoring reports for approval of the Finance and Executive Committees of the Board.
- xvii. Maintain inventories of property purchased with WIOA funds and seek approval of the Board and CLEO prior to disposition of any property over \$500.
- xviii. Monitor reporting hours of staff funded through WIOA and any Board/CLEO partnered grants.
- xix. Provide regular WIOA reports on program income and plans for expending to the Finance and Executive Committees of the Board. Seek approval of the Board and CLEO for use of program income prior to expenditure.
- xx. Develop and prepare additional information as requested by the Board, its Committees, and agreed upon by the Fiscal Agent.

C. Duties of COS as Fiscal Agent: In fulfilling its duties to receive and disburse such monies as Fiscal Agent on behalf of CLEO and the Board, COS shall make best efforts to:

- i. Prepare accounts payable checks based on voucher documentation provided;
- ii. Process draw requests with allocation by specific fiscal and program year;
- iii. Post reconciliation file back to State of Missouri's fiscal system;
- iv. Maintain general ledger system detail by general funding stream;
- v. Prepare bank reconciliations, including a report of outstanding checks;
- vi. Maintain individual grant balances and provide monthly grant balance reports;
- vii. Remit any contractor ACH payments;
- viii. Prepare and upload LAGERS retirement system files;
- ix. Prepare quarterly use tax return;
- x. Process payroll and submit compliance reports;
- xi. Prepare Forms 1099, Information Returns;
- xii. Prepare annual IRS Form 990;
- xiii. Assist with external audit as requested;
- xiv. Prepare any travel reimbursements for Board members;
- xv. Prepare and maintain any leases of real estate, physical property, and/or any property, materials, or equipment necessary to carry out the work of the Board as it relates to WIOA and any Board/CLEO and COS partnered grants; and
- xvi. Discharge other duties needed or implied to carry out the specifically assigned duties above.

D. Respond to Audit Findings: COS shall respond to and correct any financial audit findings in a timely manner and shall consider any recommendations of the auditors in consultation with the Executive Director for the Board and the Fiscal Agent, consistent with Paragraph I.B(iii) above as it relates to WIOA funding.

E. Maintain Accounting Records and Documentation: COS shall maintain all accounting records and documentation necessary to produce all financial documentation listed herein and necessary to support audit and monitoring functions and will provide and/or make such documentation available to the Board/CLEO upon request. Such records and documentation

shall include, but not be limited to, the following:

- i. Accounts payable invoices, payroll data, and participant payment source document;
- ii. Check disbursement copies;
- iii. Weekly check registers;
- iv. Monthly drawdown documents;
- v. Monthly general ledger reports;
- vi. Monthly trial balance reports;
- vii. Grant award contract documents for WIOA;
- viii. Monthly bank statements and reconciliations; and
- ix. Event sponsorships and donations for WIOA.

- F. Prepare and Present Financial Reports:** The Fiscal Agent shall prepare accurate monthly financial reports, which shall be provided on a monthly basis to the Executive Director of the Board, and at each regular bi-monthly meeting of the Finance Committee, Executive Committee, Board and at any joint meetings of the CLEO and the Board. In addition, COS shall prepare and submit all financial reports on WIOA state-funded grants or programs in a timely manner as required by the State of Missouri and other required reporting agencies.
- G. Provide Technical Assistance to Subcontractors:** To the extent it has expertise in the area for which assistance is requested, COS may provide technical assistance on any financial questions or guidance requested by subcontractors of WIOA or other government funds.
- H. Procure Contracts:** COS may procure all contracts related to WIOA as requested on behalf of the Board related to its function for the Ozark Region in accordance with all applicable federal, state, COS, and local Board policies and procedures regarding such procurement.
- I. Financial Monitoring of Subcontractors and Service Providers:** COS will conduct financial monitoring of subcontractors and service providers on an annual basis or as required by the Board including the monitoring of its OSO. A copy of said reports will be provided to the Executive Director of the Board immediately upon completion.

III. STAFF

- A. Accounting Supervisor:** In order to fulfill its responsibilities under this Agreement, COS, will hire staff to supervise the Fiscal Agent function (“Accounting Supervisor”), who will be responsible for the day-to-day operations of the local Fiscal Agent functions on behalf of the CLEO and the Board, and shall provide regular financial reports to the Board as provided in paragraph II.E above.
- B. Staff Development:** COS shall ensure that the Accounting Supervisor and any other employees it assigns to perform duties under this Agreement are adequately trained and knowledgeable of WIOA and any other workforce grant funds received (“Staff”). COS shall make best efforts to also ensure that Staff should stay current on Federal TEGL and State issuances, that the Accounting Supervisor attends meetings of the Board, Finance Committee, Executive Committee, and other committees as needed, and attends workforce

financial management-related trainings. COS shall ensure that Staff are made aware of the expectations of CLEO and the Board set forth in this Agreement.

- C. Expectations for Public Meetings and Audit:** COS shall ensure that the Accounting Supervisor and/or appropriate COS Department of Finance staff attend Finance Committee and Executive Committee meetings, and any other meetings as requested by the Board. The Accounting Supervisor and/or appropriate COS Department of Finance staff must be present during the audit activities of the COS. The Accounting Supervisor and/or appropriate COS Department of Finance staff will update the Board on a bi-monthly basis on WIOA financial activities.
- D. Continuity of Services:** COS shall ensure that appropriate cross-training shall occur to guaranty continuity of services to support the Board without compromising the separation of duties.

IV. FUNDING

The Fiscal Agent shall operate within the portion of administrative funding for the Fiscal Agent function under WIOA budgeted by the Board and CLEO annually. This section shall not be construed as to limit the City of Springfield City Council's legislative authority, including the authority to set budgets for the COS. The Parties acknowledge that the COS, as Fiscal Agent, is implementing the budget adopted by CLEO and the Board and is not authorized to exercise control, influence, or oversight over the CLEO and the Board's authority, operations, or budget, as set forth in Public Law 113-128, July 22, 2014 ("WIOA"), and implementing regulations.

V. INTERNAL CONTROLS AND FIREWALL POLICIES

COS and CLEO shall ensure compliance with all conflict of interest, internal control, and firewall requirements under WIOA. To that end, both COS and CLEO hereby agree to be bound by and incorporate by reference the Ozark Region Firewall Policy dated _____, 2021 and any subsequent updates and revisions to such policy provided that any revisions must be first approved by the Board, CLEO, and COS through its normal policy approval process.

The Accounting Supervisor shall provide an organizational chart and functional plan that describes, and differentiates among, the duties and responsibilities performed by the Fiscal Agent.

COS shall establish conflict of interest guidelines to maintain internal controls by separating incompatible duties and functions between divisions and units. (For example, an organizational unit that initiates purchase requisitions cannot perform all the other functions involved in approving, ordering, receiving, and accounting for those purchases.) The guidelines will be provided to the Board.

VI. CLEO AND BOARD EXPECTATIONS ABOUT LIABILITY

COS will assist the CLEO and the Board with the recovery of funds paid to contractors or vendors and subsequently disallowed. To the extent such disallowed funds are recovered from

the contractor or vendor, COS will reimburse the CLEO. COS will not be responsible for funds disallowed at the contractor or vendor level. COS will be responsible for any theft or misappropriation of WIOA funds that occur due to COS's negligence or fraud.

CLEO and the Board agree that all agreements or contracts with service providers shall include provisions that require the service provider to be responsible for disallowed costs resulting from the service provider's known failure to apply or properly interpret WIOA requirements, gross negligence, the service provider's failure to follow accepted standards of financial management or other failure to safeguard WIOA funds on behalf of CLEO and the Board.

In the event that internal monitoring identifies potentially disallowed costs, COS will act with due diligence to address and correct the situation. COS must immediately notify the Chair of the Board and Executive Director of the Board of the situation.

VII. OTHER EXPECTATIONS OF CLEO AND THE BOARD

The expectations identified in this Agreement are not comprehensive nor are they intended to be. Instead, they establish a baseline set of expectations for all parties involved.

CLEO and the Board expect to work in partnership with COS to safeguard WIOA funds and to assure that the funds available in the Ozark Region are used for the maximum benefit of citizens in the seven counties.

VIII. TERM OF AGREEMENT AND TERMINATION

- A.** This Agreement shall become effective upon signature by all parties and shall continue until June 30, 2024, or until such time agreed upon in writing by all parties.
- B.** If the Governor of the State of Missouri, or designee, the Department of Labor, or the CLEO/Board so determines an immediate termination or restructuring of workforce services, the termination of this agreement shall be in conformance with the requirements of letters or other requirements as specified by such entity or entities. If this occurs, then termination notification as provided in the following sections D and E are not applicable.
- C.** Termination of this agreement for any other reason must account for continuity of services for participants consistent with WIOA and implementing rules and regulations, and as such cannot be terminated during a Program Year, except as provided in the following section D, E, or F.
- D.** In the event that administrative funds are not made available at a level to support the fiscal obligations of COS in this agreement ("Required Level"), COS and CLEO will meet as soon as possible to discuss options to provide for continuity of services. CLEO shall provide to COS in writing at least 30 days notice ("the Notice") of the date on which administrative funds will not be made available at the Required Level. If the State has allocated sufficient administrative funds to provide funds at the Required Level, the CLEO and Board shall

continue to make funds available at the Required Level until the date provided in the Notice, and this agreement shall terminate on the date provided in the Notice.

- E. If COS determines at any time that it does not want to continue to perform its Title I duties or Fiscal Agent role, COS shall provide notice to the other parties at least one hundred twenty (120) days in writing in advance, in order that appropriate steps can be arranged for continuity of operations.
- F. If the CLEO/Board determines at any time that it does not want to continue to utilize the COS as its Fiscal Agent, CLEO/Board shall provide notice to the other parties at least one hundred twenty (120) days in writing in advance, in order that appropriate steps can be arranged for continuity of operations. To ensure continuity, during a transition of services, the COS shall provide necessary resources to successfully transition to a new Fiscal Agent.

IX. MODIFICATION OF AGREEMENT

- A. **Compliance with Law Amendments:** In the event that revisions are made to Federal or State law or regulations, or due to other requirements of the State of Missouri, the parties shall amend this Agreement in writing in order to bring it into compliance with such legal standards. Approval by COS is required for such amendments to be authorized, however, if COS is unable or unwilling to perform its obligations under the amended agreement, COS retains its right to provide notice for termination subject to its continuity of service requirements under Section VII.
- B. **Mutual Amendments:** Any party may propose modifications or amendments to this Agreement at any time. Proposed amendments under this paragraph shall be presented to the parties at least thirty (30) days prior to consideration of the amendment. Prior to any such mutually agreed amendment taking effect, all parties must follow their respective processes for approval/disapproval.

X. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

XI. SIGNATURES

IN WITNESS WHEREOF, the Parties do hereby agree to the terms of this Agreement and certify that each has the legal authority of his/her respective governing body to enter into this Agreement.

[Signature Page Follows]

“CLEO” - Chief Local Elected Officials Council of Missouri Ozark Region

By: _____ Date: _____
Bob Dixon, Chair

“Board” - Ozark Region Workforce Development Board

By: _____ Date: _____
Susan Johanson, Chair

“COS” - City of Springfield, Missouri

By: _____ Date: _____
Name/Title

Scope of Work
City of Springfield
Department of Workforce Development and Department of Finance

The City of Springfield “COS” hereby submits this Scope of Work to outline the roles and responsibilities for the operation of the Workforce Innovation and Opportunity Act (WIOA) as appointed by the Council of Local Elected Officials (CLEO) and the Workforce Development Board “the Board” for the Ozark Region.

As such, the CLEO has designated the City of Springfield Department of Finance as the Fiscal Agent for WIOA funds. In conjunction with the CLEO, the Board has appointed the Department of Workforce Development as the operator of WIOA in the Region, including the programs of Adult, Dislocated Worker, Career and Business Services, and Youth services.

COS agrees to the following activities for the Department of Workforce Development-Operator and the Department of Finance-Fiscal Agent.

Department of Workforce Development

1. Compose and prepare the Ozark Region Plan of Service for approval by the Board and the CLEO, posted for the required 30-day period, and submitted to the State. The plan will be modified upon need and shall follow the same procedures of approval and posting.
2. Compose and prepare program policies for review and approval by the Board and CLEO. Any modifications to any such policy shall undergo review and approval of the Board and CLEO. This shall include, but not limited to, Supportive Services, Incentive, Training, ETPS, and Incumbent Worker policies.
3. In conjunction with the One-Stop operator, shall negotiate any infrastructure agreements on behalf of the Board. Such infrastructure agreements shall be approved by the Board.
4. In conjunction with the One-Stop operator, shall assist in the preparation of the partner Memorandum of Understanding (MOU), and submit it to the Board and CLEO for approval prior to submission to the State of Missouri.
5. In conjunction with the One-Stop operator, coordinate among the Board and all partners of the workforce system in the Ozark Region.
6. Serve as the liaison between the Board and each of the Job Centers within the Ozark Region.
7. Preliminarily negotiate performance and present options to the Planning & Oversight Committee for approval prior to Board and CLEO approval.

8. Staff all Board and CLEO meetings, including taking minutes, assisting with the development of agenda items, corresponding said meeting with Board members, and preparing reports.
9. Assigned and presenting staff shall attend all Board Committees meetings, Board meetings, and CLEO meetings and shall provide necessary reports.
10. Arranging Board travel and preparing reimbursement documentation for travel (i.e. mileage reimbursement, etc.) following City financial procedures.
11. Shall conduct local monitoring on WIOA programs and shall provide regular updates at appropriate Board committees and the Board meetings.
12. Shall keep the Board and CLEO apprised of WIOA performance measures on a regular basis at appropriate committee, Board, and CLEO meetings.
13. Coordinate efforts between industry, education, economic development, labor unions, and community-based organizations.
14. Prepare any necessary documentation required by the U.S. Department of Labor, the State of Missouri, or any other WIOA funding authority for the purpose of carrying out the strategic goals of the Board.
15. Conduct oversight on behalf of the Board and CLEO of Title I Adult/Dislocated Worker program activities and Youth program activities, as well as oversight of the one-stop delivery system in the Ozark Region.
16. Serve as a repository for all WIOA records, Board records, and CLEO records.

Department of Finance-Fiscal Agent

1. Process all Board travel reimbursement expenses.
2. Follow prescribed financial Federal, State, and City financial policies. Comply with policies regarding the allocation of funds for special projects and purchases in accordance with procurement rules.
3. Ensure the appropriate use and management of WIOA funds to maximize performance outcome, including reviewing and approving all draws on WIOA funds.
4. Comply with policies regarding the custody, safety, and control of all personal and real property, including materials, supplies, and equipment necessary purchased with WIOA funds to carry out the goals of the Board.

5. Development, preparation, and presenting of the WIOA annual budget for the Finance Committee, Board, and CLEO approval.
6. Prepare monthly budget reports for presenting at the Finance Committee meeting, Board meeting, and CLEO meeting.
7. Preparation of cash receipts information as applicable.
8. Other duties as outlined in the Fiscal Agent agreement and agreed upon by all parties.



Policies

Ozark Region Workforce Development Board

Firewall Policy and Procedures

Effective Date: _____

Last Review/Revision Date: _____

Board Approval Date: _____

Date Created: _____

Firewall Policy

Background:

The Ozark Region Workforce Development Board serves as the local workforce development board ("Board") for Christian, Dallas, Greene, Polk, Stone, Taney, and Webster counties in Missouri ("Local Area") and has been designated by the Chief Local Elected Officials Council ("CLEO") as the administrative entity for Local Area. As the Ozark Region workforce system includes entities that serve multiple roles within the system, there naturally may arise certain conflicts of interest that must be addressed, particularly with respect to the Board and its committees, the staff, the fiscal agent, the administrative entity, the One-Stop Operator ("OSO") and any service providers.

Purpose:

The purpose of this Policy is to provide guidance in the Board's commitment to guard against problems arising from real, perceived, or potential conflicts of interest not only through sound conflict of interest policies, but also through the establishment of suitable firewalls in the event of such conflicts.

Policy/Code Sections:

Firewall Guidelines

A. Conflict of Interest Policy: All members of the Board, its established committees, its employees, and Board Staff shall sign a Conflict of Interest Policy acknowledging receipt, review, and acceptance of it. In addition, all Board and committee members shall also complete a Conflict of Interest Declaration Form. These members have a continual duty to update such Declaration form upon the occurrence of any situation that would give rise to a potential or actual conflict of interest. Additionally, any subcontractor agreement will require that the subcontractor and its employees must adhere to this policy. Such agreements shall provide that all employees performing work for the subcontractor on behalf of CLEO and/or the Board may be required to acknowledge receipt, review, and acceptance of a Conflict of Interest Policy and sign Conflict of Interest Declaration Form. As such, the Board will provide employees of subcontractors with any such forms in advance. Employees of subcontractors will be granted an appropriate amount of time to consider the forms and to consult with their supervisors before signing.

B. Multiple Roles: When a single entity fulfills more than one of the following roles including, but not limited to, fiscal agent, the staff who function as Board Staff, OSO or direct service provider, such entity is required to adhere to the guidelines set forth in this Policy. For example, the OSO and the Adult/Dislocated Worker service provider fulfill two distinct and separate roles within Ozark Region's workforce system. These roles may be filled by the same entity or different entities based on what the Board determines is best for meeting the needs of its customers and demographic area; provided, however, that the roles must be clearly articulated

C. Fiscal Agent:

- i. **Role:** The role of the Fiscal Agent is limited to accounting and funds management functions rather than the development of policy or service delivery as per Title 2 CFR sec.679.420.
- ii. The Fiscal Agent will designate accounting staff who will be responsible for the day-to-day operations of the local fiscal agent functions on behalf of the CLEO and provide regular financial reports to the Finance Committee, Executive Committee, and the Board ("Accounting Supervisor"). The Accounting Supervisor shall deliver to the CLEO on at least a quarterly basis financial reports that demonstrate accountability for expenditures of funds as well as any audit findings.
- iii. The Fiscal Agent shall ensure that an audit of the financial statements and schedule of expenditures of federal awards for WIOA funds and partnered funds between the WDB and any other entities is conducted by an independent third party auditor. The Fiscal Agent shall hire an independent firm to conduct the financial audit in accordance with GAAP and in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards. The Audit shall also include a review of the internal controls. The Fiscal Agent shall respond to requests from the auditor for information. The draft of the portion of the Audit shall be submitted to the Executive Director during the audit review process. Any questions related to the Audit shall be answered by the Fiscal Agent. A designated representative of the Fiscal Agent shall present the audit results to the CLEO and the Board.
- iv. For details on internal controls and separation of duties among the Accounting Supervisor and other staff related to fiscal matters, see Attachment A, the Board's Financial Control Procedures Manual.

D. Administrative Entity:

- i. Role: The role of the administrative entity is to oversee the operation and administration of the Workforce Centers and the workforce development programs in Ozark Region. The Board has been designated by CLEO as the Administrative Entity for the Ozark Region.
- ii. Board Staff: The Executive Director for the Board shall perform the day-to-day duties of the Administrative Entity as outlined in the Administrative Agreement between CLEO, the Board, and any contracted entity approved by the CLEO, the Board. Some of these duties may be discharged through contracts with third party vendors, as deemed necessary or desirable by the Board.

E. Contracted Workforce Staff: Employees of any contracted entity who perform functions on behalf of the Board and CLEO shall perform the day-to-day duties to execute WIOA, its implementing regulations, Department of Labor directives, and State of Missouri issuances for the Board and CLEO ("Contracted Workforce Staff"). Contracted Workforce Staff shall provide information as requested by the Executive Director, the Chair of the Board, and/or the Chair of the CLEO regarding operation of the WIOA functions and any and all partnered grants, such that there is a free flow of information from the Workforce Staff and Board Staff. Any "red flag issues" brought to the attention of Contracted Workforce Staff shall immediately be communicated to the Executive Director and Chair of the Board.

F. One-Stop Operator:

- i. Selection of OSO: The Board shall select its OSO through a competitive process at least once every four (4) years (WIOA Sec. 121[d][2][A]). If an entity develops, manages, or conducts a competition that entity may not compete for that award or be involved in the selection, award, and administration of the award. Reference the Board's Procurement Policy. As part of that process, the Board must clearly articulate the expected role(s) and responsibilities of the OSO. When selecting the OSO, the Board shall comply with the federal procurement standards outlined in the Uniform Guidance, as well as any state or local procurement policies. The OSO may be a single entity or a consortium that includes, at minimum, three (3) or more one-stop partners.
- ii. Conflicts with Title I Service Providers: The OSO will report in writing any concerns or issues relating to conflicts with any Title I service provider directly to the Executive Director of the Board bypassing the Title I service provider.
- iii. Reporting: The OSO delivers reports to the Board and the CLEO on a bi-monthly basis. Any Conflicts between One-Stop Operator and Title I Adult/Dislocated Worker services and/or Title I Youth services must be reported to the Executive Director of the Board. For personnel purposes, the OSO is supervised by the OSO's employer of record. All contracted entities will maintain proper firewalls in place to assure that conflict-of-interest principles are followed. All contracted entities will provide the Board with an Organizational Chart to explain how conflicts of interest will be avoided and what internal controls are in place to avoid conflicts. Firewalls must conform to Title 20 CFR Section 679.430 for demonstrating internal controls and preventing conflicts. The Organizational Chart and firewalls shall be submitted to the Board/CLEO for review for compliance with the law in effect at the time.

G. Title I Service Providers:

- i. Selection of Title I Service Providers: With the concurrence of the CLEO, the Board is authorized to designate entities to serve as the Title I Service Provider-Adult, Dislocated Worker, Youth Services, and Career and Business services.
- ii. Conflicts with One-Stop Operators: Providers delivering Title I Adult/Dislocated Worker services and Title I Youth services will report any concerns or issues relating to conflicts with the OSO directly to the Executive Director of the Board bypassing the OSO. If the Board appoints the Title I Adult/Dislocated Worker program provider and/or the Title I Youth Program provider, it must have appropriate firewalls in place between the staff providing the Adult/Dislocated Worker/Youth services, the OSO staff, and the staff responsible for oversight and monitoring services and the Board. Firewalls must conform to Title 20 CFR Section 679.430 for demonstrating internal controls and preventing conflicts.
- iii. The work and performance of the Title I service providers shall be monitored by Board Staff in accordance with the Board's monitoring policy. Contracted Workforce Staff will conduct various monitoring activities and the results of which will be supplied to the Executive Director for review and verification. Any issues related to the provision of services by a Title I service provider shall be reviewed by the Executive Director of the Board or designee and a corrective action statement shall be issued. If any such issues are not resolved (or a plan for resolution in place) within thirty (30) days of being identified, the Executive Director will consult with the Board Chair and outstanding issues will be addressed by the Planning and Oversight and/or Executive Committee of the Board. Reporting: The Executive Director of the Board has a seat at all monthly or periodic WIOA/Service Provider partner meetings.

H. Board and Committees:

- i. Role in Conflicts: The Board shall be involved if conflicts should arise between all WIOA required partner agencies. Members of the Board will be required to recuse themselves from any vote where an appearance conflict of interest or actual conflict exists. In the event of a conflict or appearance of a conflict with staff, such person will not be involved in any selection process, meetings, or discussions. All conflicts will be shared with the Executive Director of the Board and the Board Chair. In the event the conflict involves the Executive Director of the Board, the Board Chair will communicate with the Executive Committee of the Board. In the event the conflict involves the Board Chair, the Executive Director of the Board will communicate with the Board Vice Chair and other Executive Committee members.
- ii. When a conflict involves staff of any contracted entity, files will be kept in a locked file cabinet and made available upon request. The conflict shall also be reported in writing to the Director of the contracted entity and the Human Resources Office for the contracted entity, who shall be responsible for keeping such reports in a similar restricted fashion.

I. Contracted Workforce Staff Performing Functions for the Board: The Board will require all contracted entities to designate certain staff positions to perform functions for the Board, provide a free flow of information between the Board/CLEO, the Executive Director to the Board/CLEO and the contracted entities,

and provide normal, necessary, and reasonable reporting to the Executive Director and the Board/CLEO on an ongoing basis. Examples of such designated staff positions include:

- i. Director. The Director of the contracted entity will, at times, issue reports to the Board and CLEO.
- ii. Compliance Coordinator. The Compliance Coordinator of the contracted entity conducts regular and periodic monitoring of the service providers, as well as specifically-assigned monitoring on an as-needed basis. The Compliance Coordinator reports directly to the Director of the contracted entity on any and all Workforce Development and “red flag” issues. WIOA “Red Flags” will be communicated to the Executive Director and Chair of the Board.
- iii. Executive Secretary. The Executive Secretary of the contracted entity is responsible for preparing all meeting notices, minutes, and documentation, correspondence, travel for Board members, and occasional tasks from the Executive Director for the Board/CLEO-related activities. The Executive Secretary reports directly to the Director of the contracted entity.

J. Information Technology Systems:

- i. IT systems and networks are maintained by the contracted entity. The network environment shall be set up in such a manner that prevents Contracted Workforce Staff and other one-stop co-located partners from accessing each other’s data and files.
- ii. Staff members of co-located WIOA partners may provide for their own network and IT systems and secure access to such based on their own IT policies.
- iii. The Board may allow any contracted entity to provide internet access for all staff located in the workforce centers as part of the One-Stop Operations budget to enable co-located WIOA partners to access their systems remotely, if needed.
- iv. The Board may opt to establish its own website.

Related Policy Information:

Standards of Conduct and Conflict of Interest Procedure 1.0.103.00

Definitions and Acronyms:

Conflict of Interest – A conflict between the official responsibilities and the private interests of a person or entity that is in a position of trust. A conflict of interest would arise when an individual or organization has a financial or other interest in, or participates in, the selection or award of funding for, an organization. Financial or other interest can be established either through ownership or employment.

Firewall – An established policy or procedure that acts as a barrier or protection against an undesirable influence, outcome, or authority. Examples of firewalls include, but are not limited to, organizational arrangements that provide clear separation of duties and responsibilities, reporting hierarchy of managers and staff that provide clear separation between job duties and responsibilities, and conflict of interest/confidentiality/disclosure agreements.

Red Flag Issues - For the purposes of this Agreement, “red flag issues” include but are not limited to noncompliance issues, fraud and abuse, misuse of funds, suspected criminal activities, potential disallowed costs or other matters which might involve the repayment of funds or have other financial impact on the Board and its oversight responsibilities, etc.

Keywords:

Orientation, Conflict of Interest, Firewall

PROCEDURES

Step 1:

Ensure that the Board of Directors (Board), Board Chair, and Board Staff are aware of and comply with this policy.

Staff Responsible:

Department Director or Designee

Distribution:

____ Board of Directors Staff ____ Board Staff ____ Service Provider

SIGNATURES

Reviewed by Executive Director

Date

Board Chair

Date

One-rdg. _____
P. Hrngs. _____
Pgs. 10 _____
Filed: 11-23-21 _____

Sponsored by: Schilling _____

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-313 _____

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Agreement for Encroachment License with Springfield Little Theater, for the purpose of allowing an encroachment onto City rights-of-way for the placement of a sidewalk heat mat in front of the property located at 311 East Walnut Street, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an Agreement for Encroachment License with Springfield Little Theater, said agreement to be under substantially the same terms and conditions as encroachments permitted under Chapter 98, Article VII of the Springfield City Code and to be substantially similar in form and content as that document attached hereto and incorporated herein by reference as “Exhibit A,” for the purpose of allowing an encroachment onto City rights-of-way for the placement of a sidewalk heat mat in the location depicted in “Exhibit B.”

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

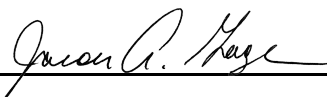
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

34 Approved as to form: , Assistant City Attorney
35

36
37 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-313

FILED: 11-23-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement (Exhibit A) with Springfield Little Theater to install and maintain a heated mat placed under the sidewalk in public right of way at 311 East Walnut Street as shown in "Exhibit B."

BACKGROUND INFORMATION: The Springfield Little Theater has requested to install a heat mat under the public sidewalk in front of their building located at 311 East Walnut Street. The purpose of the heat mat is to prevent the sidewalk from freezing over in inclement weather. Springfield Little Theater will be responsible for all maintenance of the heat mat and any costs associated with any type of damage to the heat mat that may occur in the future regardless of cause.

Supports the following City Council Priorities:

- Quality of Place
- Public Safety

FINANCIAL: Proof of insurance for Springfield Little Theater has been received by the Department of Public Works to protect the interests of the City of Springfield in connection with this project. There is no financial impact to the City.

REMARKS: Public Works recommends approval of this encroachment.

Submitted by:



Martin Gugel,
Assistant Public Works Director

Recommended by:



Dan Smith,
Director of Public Works

Approved by:



Jason Gage,
City Manager

Exhibit A

ROUTING ORDER	(1) Licensee	(2) Public Works Traffic Engineering	(3) Finance Department
	(4) Public Works	(5) Law Department	(6) City Clerk's Office
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
() RENEWAL OF CONTRACT NO. (X) NEW CONTRACT			
GRANTOR	OWNER	LICENSEE	
City of Springfield 840 Boonville, P.O. BOX 8368 Springfield, MO 65802 Phone: (417) 864-1950 Fax: (417) 864-1929 Attn: Dan Smith Dept: Public Works	Springfield Little Theatre 311 E Walnut Street Springfield, MO 65801 Phone: 417-869-1334 Fax: Attn: Beth Domann Email: BDomann@springfieldlittletheatre.org	Springfield Little Theatre 311 E Walnut Street Springfield, MO 65801 Phone: 417-869-1334 Fax: Attn: Beth Domann Email: BDomann@springfieldlittletheatre.org	

LICENSE AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by the Encroachment Licensee identified above, hereinafter "Licensee," and the City of Springfield, Missouri, a municipal corporation, Grantor, hereinafter "City."

1. The City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Licensee, hereby grants permission to Licensee to erect, install, and maintain the encroachment, a Heat Map, on City right-of-way at 311 E. Walnut St., described as shown below and on **Exhibit A**. Licensee shall erect, install, and maintain in good repair said encroachment in strict accordance with the terms and conditions of the permit issued by the City Public Works Department; Chapter 98, Article VII, of the Springfield City Code and all other applicable codes of the City; and State and Federal laws and regulations.

PROPERTY DESCRIPTION: SEE EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

2. The Licensee is the owner of the encroachment and shall be bound by the duties and obligations assigned herein to the Licensee during Licensee's possession and after, until the encroachment is removed and any and all claims are settled or adjudicated.

3. All signs and markings on the encroachment shall conform to the approved permit and shall not be altered. Licensee grants to City a cross-easement to the property identified on **Exhibit A** as may be necessary to allow City to enter said property to remove the encroachment in the event Licensee fails to comply with the provisions of Chapter 98, Article VII of the Springfield City Code or fails to remove the encroachment on termination of this license. Licensee (if Licensee is a tenant, Licensee's landlord) consents that in such event that a lien may be placed by the City on the property for the reasonable cost of removal of the encroachment. Licensee (if Licensee is a tenant, Licensee's Landlord) also agrees that City, its agents and employees, shall be immune from any damage to the structures at 311 E. Walnut St. occasioned by the removal of such encroachment under this paragraph in addition to the rights of the City, its agents and employees under paragraphs 3 and 5.

4. Licensee shall at all times during the term of this agreement carry a premises-liability-insurance policy on the property. Such policy shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1, each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). This year, such insurance shall be in an amount of not less than \$2,804,046.00 (Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars) combined, single-limits coverage with an insurance company qualified to transact business in Missouri and acceptable to City. Licensee agrees to furnish the City with a certificate of insurance evidencing that Licensee will have at all times during the terms of this agreement the above-required insurance. The certificate of insurance shall be filed with the City within ten (10) days after the date of effectiveness of this agreement. All insurance policies shall provide at least thirty (30) days' written notice to be given to the City prior to modification or cancellation of such insurance. Such notice shall be mailed to the City Attorney, City of Springfield, P.O. Box 8368, Springfield, MO 65801. Licensee further agrees that the proceeds of such insurance policy shall first be used to pay any damages, costs, attorney's fees incurred by or assessed against City, its employees, officers and agents, and second any damages, costs, or attorney's fees incurred by or assessed against Owner, its employees, officers and agents, and before any award or costs of Licensee, its employees, officers or agents is/are paid. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general hereunder.

5. City shall have the absolute right at its discretion to terminate this license or refuse to allow the Licensee to continue to have the encroachment over, under, or across City's property or right-of-way if City determines that City property is being substantially damaged by the encroachment, or that the Licensee has failed to maintain the required insurance on file with City, or that the encroachment constitutes a hazard to the traveling public or other persons. City shall furnish Licensee with notice requiring removal as is reasonable under the circumstances. After receipt of notice, Licensee shall thereafter immediately remove the encroachment and restore City property or right-of-way to the same or better condition as existed prior to the installation of the encroachment. In the event Licensee fails to promptly remove the encroachment and restore the right-of-way within the time required by the notice, City may cause the same to be done at the cost of Licensee and a lien to be placed upon the abutting real property for the cost of removal, to which Licensee and Licensee's Landlord agree.

6. This license terminates upon transfer of either the abutting property owner's property interest or the encroachment property owner's property interest within thirty (30) days of such transfer unless a new encroachment license has been issued, provided that the obligation to indemnify and insure on behalf of City shall survive and continue to run with the land until the encroachment and all parts thereof have been removed or a new license with adequate insurance and indemnification guarantees are provided to City. This license shall be recordable in the land records of the Greene County recorder's office.

7. Licensee, as a further consideration for the aforesaid license, hereby agrees to defend, indemnify, and save harmless City from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees, and expenses that City may sustain, incur, or become liable for because of loss, destruction, or damage to property, and because of injury or death to any persons resulting from any act, failure to act, or negligence of Licensee, or its contractors or agents in the installation, erection, construction, repair, maintenance, or removal of the encroachment, or by any reason of any defects in the design or installation of the encroachment, the location of the

encroachment or its placement, collapse, failure, or combustion of the encroachment, in whole or in part. Licensee agrees to be responsible for all losses, destruction, or damage to any property of City, including said right-of-way, growing out of the erection, installation, construction, maintenance, repair, or removal of said encroachment, or the failure of Licensee to comply fully with the obligations of Licensee hereunder. Licensee further agrees to reimburse City for any fines, costs, damages, or attorney's fees resulting from the presence of the encroachment on the right-of-way.

8. City shall make best efforts to avoid damaging the facilities and property placed on the right-of-way pursuant to this license in the event it performs maintenance or other work on the right-of-way. However, in no event, shall City be liable to Licensee or any third person for damage or injury to Licensee's (if Licensee is a tenant, to Licensee's Landlord's) facilities and property placed on the right-of-way pursuant to this license or to Licensee's (if Licensee is a tenant, to Licensee's Landlord's) real property if City performing maintenance or other work on the right-of-way, or is required to remove the encroachment. The obligation of Licensee to indemnify City shall survive the termination of the license as to occurrences taking place prior to removal of the encroachment.

9. Additional terms: Licensee shall abide by the terms and conditions of the permit to be issued by the Department of Public Works to construct said encroachment. Signs or banners on the sidewalk café fence or barrier shall not violate the current sign ordinance adopted by the City of Springfield.

10. The obligations of this license shall run with the land identified in **Exhibit A** and shall be binding upon Licensee's respective grantees, heirs, personal representatives, successors and assigns, as long as the encroachment shall remain upon City property or right-of-way.

11. Signing this agreement does not grant a right or interest in this license.

12. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

13. This agreement shall contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by all parties.

14. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

Approved by:

Traffic Engineer

CITY OF SPRINGFIELD, MISSOURI

By: _____
Director of Public Works or Acting Director

Approved as to Form:

City Attorney or Assistant City Attorney

ACKNOWLEDGMENT OF CITY

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is Director/Acting Director of Public Works of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

Notary Public

My Commission expires:

By: _____

ACKNOWLEDGMENT of Benevolent Organization

On this ____ day of _____, 20__ before me personally appeared _____ to me known, who by me being duly sworn, did state that he/she is _____ of _____, a Benevolent organization registered in the State of Missouri, that he/she is authorized to sign the foregoing instrument under the operating agreement of said company and he/she acknowledged executing said instrument as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

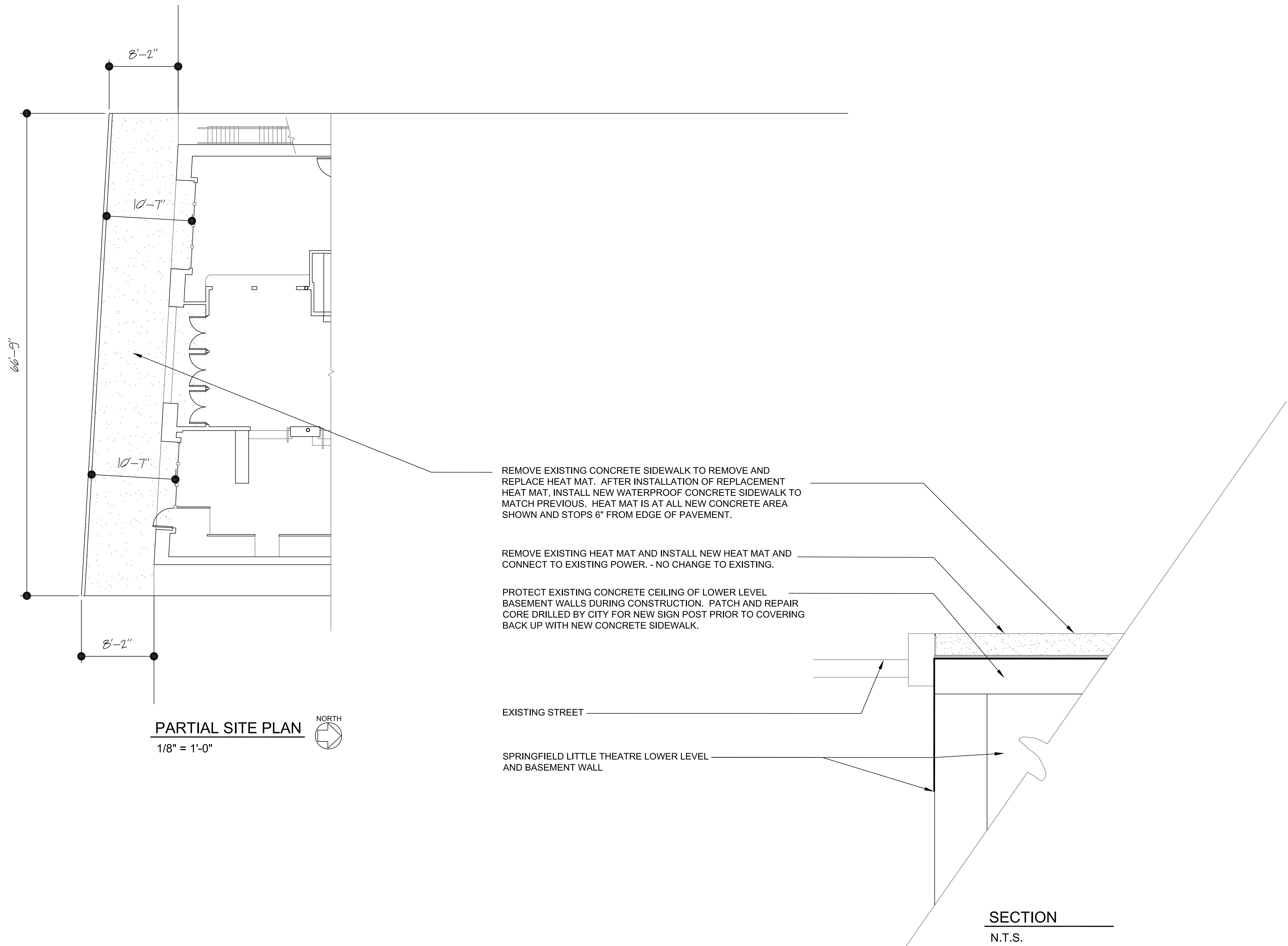


Exhibit B



Heat Mat Installation and
Sidewalk Replacement



City of Springfield, Missouri



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

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-23-21

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-314

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept grant funds in the amount
2 of \$1,500 from the Community Foundation of the Ozarks to help fund
3 the 2022 Kindergarten Readiness Study conducted by the Mayor's
4 Commission for Children in collaboration with Missouri State
5 University.
6 _____
7

8 WHEREAS, the Kindergarten Readiness Study ("Study") has been conducted by
9 the Mayor's Commission for Children ("Commission") in collaboration with Missouri
10 State University every four years since 2006; and
11

12 WHEREAS, the Study is conducted to determine if the community is gaining
13 access to better quality early childhood programs that prepare children for learning
14 when they enter school; and
15

16 WHEREAS, the Commission has been actively pursuing grant funds to help fund
17 the 2022 Study; and
18

19 WHEREAS, the Commission was notified on November 17, 2021, that the
20 Community Foundation of the Ozarks was granting \$1,500 to the Commission to help
21 fund the Study.
22

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

26 Section 1 – The City Manager, or his designee, is authorized to accept a grant
27 from the Community Foundation of the Ozarks in the amount of \$1,500 to help fund the
28 2022 Kindergarten Readiness Study, and to do all things necessary to accept the grant
29 funds, including entering into an agreement accepting the funds or setting forth grant
30 terms provided that such agreement is approved as to form by the City Attorney or
31 designee.
32

33 Section 2 – City Council hereby authorizes the amendment of the budget of the
34 Mayor's Commission for Children for Fiscal Year 2021-2022 in the accounts and in the
35 amounts shown on Budget Adjustment No. 34, said Budget Adjustment to be in the form
36 of "Exhibit A," which is attached hereto and incorporated herein by this reference.
37

38 Section 3 – This Ordinance shall be in full force and effect from and after
39 passage.
40

41 Passed at meeting: _____
42

43 _____
44 Mayor
45

46 Attest: _____, City Clerk
47

48 Filed as Ordinance: _____
49

50
51 Approved as to form: Rhonda Lewsader, City Attorney
52

53
54 Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-314

FILED: 11-23-21

ORIGINATING DEPARTMENT: Mayor's Commission for Children

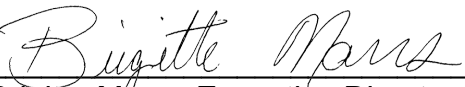
PURPOSE: To authorize the Mayor's Commission for Children ("Commission") to accept grant funds totaling \$1,500 from the Community Foundation of the Ozarks to help fund the 2022 Kindergarten Readiness Study.

BACKGROUND INFORMATION: The Kindergarten Readiness Study ("Study") has been conducted by the Commission in collaboration with Missouri State University every four years since 2006. The Study is conducted to determine if the community is gaining access to better quality early childhood programs that prepare children for learning when they enter school.

The 2022 Study will begin in the summer of 2022 and conclude by November 2022. The results are expected to be released to the community in March or April 2023. The Commission has actively been pursuing grant funds to help fund the 2022 Study. Application was made to the Community Foundation of the Ozarks ("CFO") for \$1,500 to help cover the expense of the 2022 Study. The Commission was notified on November 17th that the CFO was granting \$1,500 to the Commission to help fund the Study.

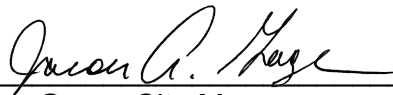
The Mayor's Commission for Children is authorized by City Code Section 2-282(5) to apply for grants and other awards that may be available to provide additional funding for the Commission and its mission.

Submitted by:



Brigitte Marrs, Executive Director

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
034

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	416030			\$ 1,500	Local Grant Revenue
Net Revenue Adjustment						\$ 1,500	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	501260			\$ 1,500	Operating Supplies
Net Expenditure Adjustment						\$ 1,500	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating grant revenue from the Community Foundation of the Ozarks for the Mayor's Commission for Children, 2022 Kindergarten Readiness Study.

Requested By:

Brigitte Morris 11/22/21
Department Head Date

Approved By:

D.L. Hill 11/22/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-314
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-23-21

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-315

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept grant funds in the amount
2 of \$5,000 from the Musgrave Foundation and administered by the
3 Community Foundation of the Ozarks to help fund the 2022
4 Kindergarten Readiness Study conducted by the Mayor's Commission
5 for Children in collaboration with Missouri State University.
6 _____
7

8 WHEREAS, the Kindergarten Readiness Study ("Study") has been conducted by
9 the Mayor's Commission for Children ("Commission") in collaboration with Missouri
10 State University every four years since 2006; and
11

12 WHEREAS, the Study is conducted to determine if the community is gaining
13 access to better quality early childhood programs that prepare children for learning
14 when they enter school; and
15

16 WHEREAS, the Commission has been actively pursuing grant funds to help fund
17 the 2022 Study; and
18

19 WHEREAS, the Commission was notified on November 15, 2021, that the
20 Musgrave Foundation was granting \$5,000 to the Commission to help fund the Study,
21 said grant funds to be administered by the Community Foundation of the Ozarks.
22

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

26 Section 1 – The City Manager, or his designee, is authorized to accept a grant
27 from the Musgrave Foundation and administered by the Community Foundation of the
28 Ozarks in the amount of \$5,000 to help fund the 2022 Kindergarten Readiness Study,
29 and to do all things necessary to accept the grant funds, including entering into an
30 agreement accepting the funds or setting forth grant terms provided that such
31 agreement is approved as to form by the City Attorney or designee.
32

33 Section 2 – City Council hereby authorizes the amendment of the budget of the
34 Mayor's Commission for Children for Fiscal Year 2021-2022 in the accounts and in the
35 amounts shown on Budget Adjustment No. 33, said Budget Adjustment to be in the form
36 of "Exhibit A," which is attached hereto and incorporated herein by this reference.
37

38 Section 3 – This Ordinance shall be in full force and effect from and after
39 passage.
40

41 Passed at meeting: _____
42

43 _____
44 Mayor
45

46 Attest: _____, City Clerk
47

48 Filed as Ordinance: _____
49

50
51 Approved as to form: Rhonda Lunsader, City Attorney
52

53
54 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-315

FILED: 11-23-21

ORIGINATING DEPARTMENT: Mayor's Commission for Children

PURPOSE: To authorize the Mayor's Commission for Children ("Commission") to accept grant funds totaling \$5,000 from the Musgrave Foundation to help fund the 2022 Kindergarten Readiness Study.

BACKGROUND INFORMATION: The Kindergarten Readiness Study ("Study") has been conducted by the Commission in collaboration with Missouri State University every four years since 2006. The Study is conducted to determine if the community is gaining access to better quality early childhood programs that prepare children for learning when they enter school.

The 2022 Study will begin in the summer of 2022 and conclude by November 2022. The results are expected to be released to the community in March or April 2023. The Commission has actively been pursuing grant funds to help fund the 2022 Study. The Commission was notified on November 15th that the Musgrave Foundation was granting \$5,000 to the Commission to help fund the Study. The Musgrave Foundation funds are administered by the Community Foundation of the Ozarks.

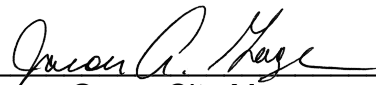
The Mayor's Commission for Children is authorized by City Code Section 2-282(5) to apply for grants and other awards that may be available to provide additional funding for the Commission and its mission.

Submitted by:



Brigitte Marrs, Executive Director

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
033

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	416030		00000	\$ 5,000	Local Grant Revenue
Net Revenue Adjustment						\$ 5,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	501260		00000	\$ 5,000	Operating Supplies
Net Expenditure Adjustment						\$ 5,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating grant revenue from the Jerry Redfern Grant Program of the Musgrave Foundation Fall 2021 for the Mayor's Commission for Children.

Requested By:

Biggitté Morris 11/22/21
Department Head Date

Approved By:

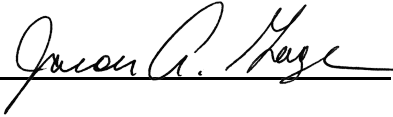
Jason A. Hays 11/22/21
Director of Finance Date

Authorization:

Council Bill No. 2021-315
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

36

37 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL: 2021-316

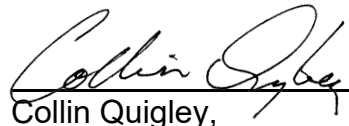
FILED: 11-23-2021

ORIGINATING DEPARTMENT: City Manager's Office

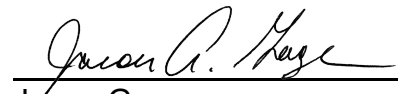
PURPOSE: To reelect the Honorable Wendy E. Garrison as judge of the Springfield Municipal Court for a term of four years.

BACKGROUND INFORMATION: City Charter Section 12.2 states that the Springfield Municipal Court shall be presided over by a judge elected by City Council on nomination by the City Manager. The City Manager nominates the Honorable Wendy E. Garrison to be judge of the Springfield Municipal Court. City Charter Section 12.2 also provides that a judge shall serve a four-year term. Judge Garrison's term will begin January 17, 2022 and will end January 17, 2026.

Recommended by:


Collin Quigley,
Deputy City Manager

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:

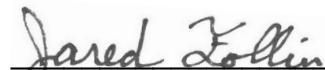
1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the City of Springfield's operations.
3. The subject property is to be placed into surplus and sent out to bid.

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:

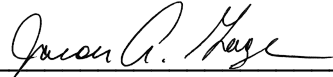

Jared Follin, Associate Planner

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