



City of Springfield

Agenda

City Council

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, 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

February 6, 2023

6:30 PM

City Council Chambers

Rules and procedures can be found on the [Agenda Center](#).

1. ROLL CALL.

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. January 23, 2023, City Council Meeting, January 24, 2023, Special City Council Meeting, and January 31, 2023, Special City Council Meeting.

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

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2023-028 (Hardinger)

A general ordinance amending the Springfield City Code, Chapter 82, 'Parks and Recreation,' Article I, 'General,' Section 82-1, 'Park rules generally,' to clarify the hours of operation and closure of the City's various park locations and to improve the consistent regulation of alcohol throughout the park system

6.2. Council Bill 2023-029 (Hosmer)

A general ordinance amending Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates,' and Section 120-247, 'Extra Charges,' of the Springfield City Code, by repealing the existing rate schedule and establishing a new rate schedule that provides for phased-in annual rate increases for three years, beginning July 1, 2023, which shall provide necessary funding for accommodating increases in operating costs and for the additional cost of complying with the Clean Water Act and Missouri Department of Natural Resources mandates.

6.3. Council Bill 2023-030 (Lear)

A special ordinance authorizing the City Manager, or designee, on behalf of the City, to enter into a First Amendment to the Battlefield Wastewater Service Contract to provide an expanded, Battlefield Annexation Boundary within which Battlefield can annex in order to provide wastewater services.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2023-033 (Schilling)

A resolution authorizing the City Manager, or his designee, to apply for a State Revolving Fund Loan of up to \$13,000,000 paired with a Water Quality Incentive Grant of up to \$1,500,000 from the Missouri Department of Natural Resources for the purpose of funding construction of the Renew Jordan Creek – Main to Boonville Project. (Staff recommends approval.)

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2023-034 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.4 acres of property generally located at 739 West Talmage Street from R-SF, Single-family residential district, to Planned Development No. 383; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Baptist Temple of Springfield; 739 W. Talmage St.; Planned Development No. 383.)

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-035 (Hardinger)

A special ordinance amending the General Fund budget for the City Clerk for the City of Springfield, Missouri, for Fiscal Year 2022-2023, by appropriating a portion of the accumulated carryover funds and increasing expenses in the amount of \$90,000 for special election costs related to the referendum petition of the rezoning of certain properties on South Lone Pine Avenue.

13.2. Council Bill 2023-036 (Lear, Hardinger, Schilling, and Simpson)

A general ordinance amending the Fee Schedule for certain City services as provided in the Springfield City Code, by making such adjustments as provided in the attached "Evaluation of Charges for Municipal Services;" and adopting new fees for certain City services. (The Finance and Administration Committee recommends approval.)

13.3. Council Bill 2023-037 (Schilling)

A special ordinance declaring the necessity of acquiring by condemnation the real property herein described for the purpose of constructing and maintaining storm water and bridge infrastructure in the Renewal of Jordan Creek Improvements Phase 1

Project and the Main Avenue Bridge Replacement Project; and authorizing designated officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

13.4. Council Bill 2023-038 (Horton)

A special ordinance declaring the necessity of acquiring by condemnation permanent and temporary easements over, under, and through the property herein described for the purpose of constructing and maintaining storm water infrastructure in the Grant and Norton Stormwater Improvement Project; and authorizing designated officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

13.5. Council Bill 2023-039 (Simpson)

To authorize the City Manager, or his designee, to enter into an agreement with the State of Missouri, Office of Administration, for the purpose of accepting state American Rescue Plan Act ("ARPA") funds appropriated by the General Assembly for the benefit of the Greene County Agricultural and Mechanical Society d/b/a the Ozarks Empire Fair; authorizing the City Manager, or his designee, to enter into a subrecipient grant agreement with the Ozarks Empire Fair Foundation for the funds appropriated by House Bill 3020, Section 20.851, Fiscal Year 2023, for the benefit of the Ozarks Empire Fair; and amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of \$10,000,000.

13.6. Council Bill 2023-040 (Lear)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 4, 'Police Officers' and Fire Fighters' Retirement System,' Section 2-458, 'Investment of assets of retirement fund,' to tie authorized investment categories to the statement of investment policy.

13.7. Council Bill 2023-041 (McClure)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with The John Q. Hammons Charitable Trust dated May 11, 2018, for the purpose of purchasing said Trust's rights in Hammons Field and to execute all exhibits attached to said agreement for the purpose of settling issues related to the bankruptcy of The Revocable Trust of John Q. Hammons; authorizing the City Manager, or his designee, to enter into an agreement with 946 East Trafficway, LLC, for the purpose of purchasing two parking lots; and authorizing the City Manager, or his designee, to enter into an agreement amending and restating a ballpark lease agreement with the Springfield Cardinals, LLC; and amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of \$16,000,000 for the purpose of appropriating funds to purchase the Charitable Trust's rights to Hammons Field, to purchase the parking lots, and to provide funds for initial capital improvements to Hammons Field.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15. NEW BUSINESS.

15.1. Refer to the Plans and Policies Committee the issue of demolition by neglect.

15.2. The Mayor recommends the following reappointments to the Tree City USA Advisory Committee: Aaron Scott, as the Community Foundation of the Ozarks representative,

and Brandon Cook, as the citizen-at-large representative, with terms to expire December 1, 2025; and Susan Turner, as the Ozarks Greenways representative, with term to expire December 1, 2024.

- 15.3. The Mayor recommends the following appointments to the Tree City USA Advisory Committee: Nancy Evans, as the Neighborhood representative, with term to expire December 1, 2024; and Robert McDaniel, as the citizen-at-large representative, with term to expire December 1, 2025.
- 15.4. The Mayor recommends the following reappointment to the Mayor's Commission on Human Rights and Community Relations: Chase Snider with term to expire October 1, 2025.
- 15.5. The Mayor recommends the following appointments to the Mayor's Commission on Human Rights and Community Relations: Jamea Crum with term to expire October 1, 2023; Kay Holcumbrink and Charity Jordan with terms to expire October 1, 2025.
- 15.6. The Committee of the Whole recommends the following reappointment to the Police Civilian Review Board: Katie Bolt-Goeke with term to expire May 1, 2025.
- 15.7. The Committee of the Whole recommends the following appointment to the Police Civilian Review Board: Kim Flores with term to expire May 1, 2025.
- 15.8. As per RSMo. 109.230 (4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

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

18.1. Council Bill 2023-042 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into an intergovernmental cooperative agreement with Missouri Highways and Transportation Commission for the reimbursement of expenses associated with the replacement of traffic detector loops at intersections maintained by the Missouri Department of Transportation when removed as part of City of Springfield streets resurfacing projects.

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

19.1. Council Bill 2023-043 (Hosmer)

A resolution reappointing Ryan Mooney, Gary Powell, and Matt Simpson to the Springfield Enhanced Enterprise Zone Board. (The Mayor and City staff recommend approval.)

19.2. Council Bill 2023-044 (Lear)

A resolution approving nominations made by the Mayor and appointing Todd Chambers, Abigail Jefferson, Dakota Jefferson, James Johnson, and reappointing Lois Reeves to the Northwest Area Community Improvement District Board of Directors. (City staff recommends approval.)

19.3. Council Bill 2023-045 (Hardinger)

A resolution authorizing the City Manager, or his designee, to apply for a grant of up to \$50,000 from the Missouri Department of Transportation to fund the salary and travel expenses for City or contract personnel to manage the Springfield's Pedestrian Safety Campaign, SafeAcross, and to pay for local pedestrian safety education.

20. CONSENT AGENDA – SECOND READING BILLS.

21. END OF CONSENT AGENDA.

22. ADJOURN.

January 23, 2023
Springfield, Missouri

The City Council met in regular session on January 23, 2023, in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

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

Mayor McClure welcomed the members of Daisy Girl Scout Troop 70024, who are working on their Democracy for Daisies badge, to the City Council Meeting.

Minutes

The minutes of the January 9, 2023, City Council meeting and January 17, 2023, Special City Council meeting were considered.

Mayor Pro Tem Simpson moved to approve the minutes as presented. The motion was seconded by Councilwoman Horton and approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

Consent Agenda

The Consent Agenda was approved as presented by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Hardinger, Lear, and McClure. Nays: None. Absent: None. Abstain: None.

CEREMONIAL MATTERS.

City Manager Report

Jason Gage, City Manager, noted Restore SGF, a nonprofit community initiative to improve housing conditions and raise residential property values in Springfield's historic neighborhoods, has named 11 community members to form a board of directors and held its first meeting. He further noted the organization plans to hire staff and begin programming in the second quarter of 2023 with two grant programs – the Block Challenge Program and the Homeowner Improvement Program. Mr. Gage thanked Councilman Ollis for his work on this program to help revitalize neighborhoods.

Mr. Gage noted the Springfield Fire Department teamed up with CoxHealth and Mercy EMS to encourage CPR certification and AED training during February, which is National Heart Month. He further noted the team will host free opportunities for certification every Saturday throughout February. He added a city-wide campaign promoting PulsePoint, a location-aware free software application, will help increase chances to save lives. When a cardiac emergency is in a public place, the PulsePoint app will alert users in the vicinity of the need for CPR simultaneously with the dispatch of advanced medical care. He added the application also directs these potential rescuers to the exact location of the closest Automated External Defibrillator (AED). Mr. Gage noted the Fire Department recently released its annual Community Engagement Report.

Mr. Gage noted driver compliance at Springfield crosswalks has risen to an average of 54% across Springfield, according to fourth quarter crosswalk compliance assessments conducted by the City's SGF Yields pedestrian safety program. He added the increase is six percentage points higher compared to results from the fourth quarter of 2021. Mr. Gage noted the quarterly crosswalk assessments have been conducted by Springfield Public Works Traffic Operations division since 2017. Springfield's crosswalk compliance average in 2017 began with only 25% of drivers yielding. Mr. Gage added since then, efforts in public education, crosswalk improvements, amendments to local crosswalk regulations, and crosswalk enforcement "Yield Checks" have made an impact on local driving habits.

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

Mayor Pro Tem Simspon withdrew his sponsorship for Council Bills 2023-008 and 2023-009 at the request of the applicant.

**Springfield City
Code: Annexation:
6621 South
Innovation Avenue**

Sponsor: Simpson. Council Bill 2023-008

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 27 acres of private property, generally located at 6621 South Innovation Avenue, and referenced as Annexation A-1-2023, into the City of Springfield. (Staff recommends approval.) (By: Kenneth & Helen Stoddard ETAL; 6621 S. Innovation Avenue; A-1-2023.)

**Springfield Land
Development
Code: Rezoning:
6621 South
Innovation Avenue**

Sponsor: Simpson. Council Bill 2023-009

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 27.05 acres of property generally located at 6621 South Innovation Avenue from Greene County A-1 to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Kenneth & Helen Stoddard ETAL; 6621 S. Innovation Avenue; Z-28-2022.)

**Springfield Land
Development
Code: Rezoning:
4121 South Cox
Avenue**

Sponsor: Schilling. Council Bill 2023-010

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.15 acres of property generally located at 4121 South Cox Avenue from GR, General Retail District, to CS, Commercial Service District, with Conditional Overlay District No. 221; establishing Conditional Overlay District No. 221; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: The Harold E. Johnson Companies, Inc.; 4121 S. Cox Avenue; Z-29-2022 w/COD #221.)

Council Bill 2023-010. General Ordinance 6772 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

Councilwoman Horton recused herself from Council Bill 2023-011.

**Springfield Land
Development
Code: Rezoning:
830 North Benton**

Sponsor: Simpson. Council Bill 2023-011

A general ordinance amending Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.45 acre of property generally located at 830 North Benton Avenue from GR, General Retail District, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Drury University; 830 N. Benton Avenue; Z-30-2022.)

Mayor Pro Tem Simspon noted the site is the historic Benton Avenue Church of which Reverend Oliver Brown, of the Brown vs. Board of Education Supreme Court case in 1954, was a pastor. He added the zoning will allow Drury University to rehabilitate the building.

Council Bill 2023-011. General Ordinance 6773 was approved by the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: Horton. Abstain: None.

**Amending the
Official Map:
Street Name
Change: West 3100
– East 3600 Block
of Republic Street
to Republic Road**

Sponsor: Simpson. Council Bill 2023-012

A general ordinance amending the Official Map of the City of Springfield, Missouri, adopted pursuant to General Ordinance 1478, by changing the street name of the West 3100 block through the East 3600 block of Republic Street to Republic Road. (Staff and Planning and Zoning Commission both recommend approval.) (By: City of Springfield; West 3100 blk – East 3600 blk of Republic Street; Street Name Change No. 81.)

Council Bill 2023-012. General Ordinance 6774 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

**Addendum #1:
Springfield
Convention &
Visitors Bureau,
Inc.**

Sponsor: Hosmer. Council Bill 2023-013

A special ordinance authorizing the City Manager, or his designee, to enter into Addendum #1 to the annual agreement with the Springfield Convention & Visitors Bureau, Inc., executed on August 2, 2022; and amending the City's budget for Fiscal Year 2022-2023 in the amount of \$502,750, for the purpose of reflecting current and projected operational changes of the Springfield Convention and Visitors Bureau.

Mayor McClure acknowledged retired Springfield Convention and Visitors Bureau President/Chief Executive Officer Tracy Kimberlin and welcomed Mr. Mark Hecquet as the new President/Chief Executive Officer of the Springfield Convention and Visitors Bureau.

Council Bill 2023-013. Special Ordinance 27797 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

The following items appeared on the agenda under Resolutions.

**Environmental
Protection Agency
Solid Waste
Infrastructure for
Recycling Grant
Program for
Political
Subdivisions of
States and
Territories: Grant
Application**

Sponsor: Ollis. Council Bill 2023-020 (Ollis)

A resolution authorizing the City Manager, or his designee, to apply for up to \$3,500,000 in grant funds from the United States Environmental Protection Agency Solid Waste Infrastructure for Recycling Grant Program for Political Subdivisions of States and Territories to fund infrastructure improvements to local waste management systems.

Ashley Krug, Market Development Coordinator, provided a brief overview of the proposed. Ms. Krug noted the proposed would allow the department to apply for grant funds to fund infrastructure improvements to local waste management systems. She added the funds would cover 100% of project costs to update equipment and fund infrastructure improvements.

Councilman Hosmer asked if the funds could be utilized for recycling containers in parks. Ms. Krug noted the containers could possibly be added.

Mayor Pro Tem Simpson thanked the department for their education efforts.

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

Council Bill 2023-020. Resolution 10678 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

**United States
Environmental
Protection Agency
Consumer
Recycling
Education and
Outreach Grant
Program: Grant
Application**

Council Bill 2023-021 (Hosmer)

A resolution authorizing the City Manager, or his designee, to apply for up to \$1,500,000 in grant funds from the United States Environmental Protection Agency Consumer Recycling Education and Outreach Grant Program to fund various activities to support, enhance, and inform expanded recycling participation and overall landfill waste diversion.

Laurie Davis, Education Outreach Coordinator, provided a brief overview of the proposed. Ms. Davis noted the proposed would allow application for grant funds to provide education and outreach to expand recycling participation and waste diversion. She added transportation funds would be included to allow participants to tour the landfill for educational purposes.

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

Council Bill 2023-021. Resolution 10679 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

**Construction
Manager At Risk
project delivery
method: Historic
City Hall
Renovation project**

Sponsor: Ollis. Council Bill 2023-022

A resolution declaring the intent of the City of Springfield to utilize the Construction Manager At Risk project delivery method as set forth in Purchasing Manual, 13-3.104(5)(c) for the Historic City Hall Renovation project; and setting forth selection criteria.

Jennifer Swan, City Architect, provided a brief overview of the proposed. Ms. Swan noted the proposed is a formal disclosure of the City's intention to use the Construction Manager At Risk (CMAR) project delivery method. She added the scope encompasses renovation of the basement through the third floor with improvements including a new elevator, interior fire stair, accessible restrooms, updated mechanical systems, office space, improved City Council chambers, improved archive space, and flex space while meeting the historic registration requirements. She noted if approved, request for list of qualifications for CMAR will be posted in approximately one week from January 24, 2023.

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

Council Bill 2023-022. Resolution 10680 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

**United States
Department of
Transportation
Rebuilding
American
Infrastructure with
Sustainability and
Equity Grant
Program: Renew
Jordan Creek grant
application**

Sponsor: Hardinger. Council Bill 2023-023

A resolution authorizing the City Manager, or his designee, to apply for up to \$10,000,000 in grant funds from the United States Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity Grant Program to fund the improvements for the Renew Jordan Creek Project.

Kirkland Preston, Professional Engineer, provided a brief overview of the proposed. Mr. Preston noted the proposed would allow for application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant. He added the grant funds would be used to fund improvements for the Renew Jordan Creek project, which is intended to be a regionally significant project. He noted the funds would allow for improvements to bridges, pedestrian trail, and Americans with Disabilities Act (ADA) improvements.

Councilwoman Horton asked if applying for the RAISE grant for this project would be in competition with application for the same grant for the Jefferson Avenue Footbridge project. Mr. Preston responded both projects are good and meet the goals for the grant funding. He noted the department's opinion is that two grant applications are better as there is more opportunity to receive the grant. He added the award is up to the funding agency and both projects meet the criteria.

Mayor McClure noted the application is the second for the Jefferson Avenue Footbridge project and agreed both projects are needed. Mr. Gage noted award will be dependent on how the projects are scored.

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

Council Bill 2023-023. Resolution 10681 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

**Short-Term Rental
Type 2 Permit: 410
East Loren Street**

Sponsor: Schilling. Council Bill 2023-024

A resolution granting a Short-Term Rental Type 2 Permit for the property located at 410 East Loren Street for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed would allow a Short-Term Rental (STR) Type 2 for property at 410 East Loren Street. He added the applicant was only able to obtain one signature, and no protest petitions were submitted.

Councilman Hosmer asked how many Short-Term Rentals are operating in the City and if any action is taken when a STR is not registered. Mr. Neal responded there are approximately 230 registered Short-Term Rentals and 400 non-registered Short-Term Rentals in the City. He added complaints are followed up on. Mr. Gage expressed his agreement with bringing non-registered Short-Term Rentals into compliance. Councilman Hosmer asked if a plan is in place to assure all Short-Term Rentals are registered. Mr. Gage responded staff will work on the issue.

Councilman Schilling asked how many of the surrounding properties are rentals, making it difficult to obtain the necessary signatures. Mr. Neal responded the applicant may need to answer the question.

Councilman Lear agreed that it is important all Short-Term Rentals follow the rules and acknowledged the applicant for the proposed is attempting to follow the rules. He asked if the owners were notified. Mr. Neal responded the letter was sent to notify owners, and no responses were received. Non-response is accepted as an approval.

An opportunity was given for citizens to express their views.

Brett Curry, the applicant, spoke in favor of the proposed. He noted only one property was owner-occupied. He further noted the home was purchased to be a Short-Term Rental; he is a business owner, and lives locally to better take care of the property.

Councilman Lear asked if Mr. Curry received any responses from the surrounding homeowners. Mr. Curry responded they did not receive the required responses. Councilman Lear asked the state of the surrounding houses. Mr. Curry noted they are in decent shape. Mr. Curry noted this is his second Short-Term Rental.

Councilman Schilling expressed his opinion the proposed property has superior curb appeal compared to the surrounding houses.

With no further appearances, the public hearing was declared closed.

Council Bill 2023-024. Resolution 10682 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Ollis, Lear, Hardinger, and McClure. Nays: Hosmer. Absent: None. Abstain: None.

**Administrative
Delay: Sunshine
and National
Corridor Area**

Sponsor: Hosmer. Council Bill 2023-025

A resolution initiating an administrative delay on the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, conditional use permits, and rezoning for a period of two hundred ten (210) days from the date of passage of this Resolution for those properties which abut the Sunshine Street and National Avenue Corridor Area, to allow time to seek input from area residents, property owners, design professionals, and interested citizens regarding the Sunshine and National Corridor Plan and for staff to present a report to the Planning and Zoning Commission and City Council regarding the Sunshine Street and National Avenue Corridor Area, development constraints, and opportunities in this area.

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the proposed was brought forth by Councilman Hosmer to enact an administrative delay to allow for review of the Sunshine and National Corridor Plan. She further noted an appeal process is part of the proposed to allow homeowners to appeal if necessary. The corridor plan is listed in ForwardSGF. She added a scoring mechanism is used to determine the priority order of neighborhood and corridor plans. Ms. Istenes noted the next priority for staff is ensuring City Code lines up with the Comprehensive Plan. Ms. Istenes noted corridor plans are not the next priority.

Councilman McGull asked if a corridor study will be conducted and if there is a process already in place for that to happen. Ms. Istenes responded affirmatively and added the urgency is a matter of timing as there is pending development. She added Planning and Zoning does have the ability to conduct a corridor study, but there is no definite plan to do so at this time. Councilman McGull expressed his belief he is uncomfortable with the timing as he has not yet had an opportunity to review legal ramifications of the proposed action. He expressed his belief the proposed should go to a City Council Committee for review.

Councilman Hosmer asked staff if similar proposals were referred to a City Council Committee. Mr. Gage responded he did not believe they had been. Councilman Hosmer asked what changed from the draft of the proposed to the current day version for staff to not support the delay. Mr. Gage noted the statement was a draft. Mr. Gage expressed his belief the timing of the proposed is an issue. He noted the importance of having City Codes match.

Councilman Schilling expressed his belief corridor studies should be expedited.

Councilman Ollis expressed his belief there are neighborhoods that have deeper issues that need to be addressed. He noted the neighborhoods of Midtown and West Central are next in the queue.

Mayor Pro Tem Simson agreed the issue of safe and quality neighborhoods does need to be addressed. He noted this is one reason for a new Comprehensive Plan. Mayor Pro Tem Simson further noted it is important to remain on track with ForwardSGF, as this has the biggest impact for the city as a whole.

Councilman Lear expressed his confidence in the City Manager and staff and noted his willingness to meet with both developers and neighbors. Councilman Lear expressed his opinion it is important to take a pause.

Councilman McGull moved to refer Council Bill 2023-025 to the City Council Plans and Policies Committee. The motion was seconded by Mayor Pro Tem Simpson and approved by the following vote: Ayes: McGull, Simpson, Ollis, Lear, Hardinger, and McClure. Nays: Horton, Schilling, and Hosmer. Absent: None. Abstain: None.

EMERGENCY BILLS.

PUBLIC IMPROVEMENTS.

The following item appeared on the agenda under Grants.

Food Waste Reduction Pilot Program Grant Sponsor: Hardinger. Council Bill 2023-026

**through the
United States
Department of
Agriculture: Grant
Funds**

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$286,100 from a Food Waste Reduction Pilot Program Grant through the United States Department of Agriculture to fund improvements to the Yardwaste Recycling Center for acceptance of food waste materials for landfill diversion and outreach efforts to promote a food waste acceptance pilot program and to enter into a contract to receive such funds; amending the budget of the Department of Environmental Services for Fiscal Year 2022-2023 in that amount upon award of the grant; and declaring that this bill qualifies as a one-reading bill.

Ashley Krug, Market Development Coordinator, provided a brief overview of the proposed. Ms. Krug noted the proposed would allow the acceptance of grant funds to be utilized to provide a citizen drop-off program and infrastructure improvements.

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

Council Bill 2023-026. Special Ordinance 27798 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

AMENDED BILLS.

The following item appeared on the agenda under Public Hearing.

**Amending City
Code:
Comprehensive
(Recreational)
Marijuana**

Sponsor: Lear. Council Bill 2023-027

A general ordinance amending Chapter 36, of the Springfield City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Divisions 1 through 5, Sections 36-303, 36-321, 36-363, 36-421, 36-422, 36-423, 36-424, 36-425, 36-430, 36-431, 36-432, 36-433, 36-434, and 36-474, for the purpose of allowing the sale of Comprehensive (Recreational) Marijuana as required by revised Article XIV of the Missouri Constitution. (Staff and Planning and Zoning Commission both recommend approval.)

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed would amend the Springfield City Code for the purpose of allowing the sale of recreational marijuana as required by the Missouri Constitution. He further noted these changes were voted on by citizens last November and the changes will take effect on February 6, 2023. He added unless allowed by City government, no new marijuana facilities would be allowed within 1,000 feet of existing elementary or secondary schools, child daycare facilities, or churches. Mr. Neal noted no local government shall prohibit marijuana facilities with a transportation certification, either expressly or through ordinances that make the operation unduly burdensome. He added local government may enact ordinances that are not in conflict with the section of law. Mr. Neal noted the distance allowed between marijuana facilities and child daycares or churches was modified to 200 feet. He added microbusinesses are anticipated to be placed in the same allowable areas as the facilities; facilities must have an odor control plan, cannot be located in a residence, and location requirements are the same as for other marijuana facilities.

Councilman Schilling asked for clarification on the location requirements. Mr. Neal responded dispensaries are allowed in commercial/industrial districts but not near schools, daycares, or churches.

Councilman Lear asked if anyone with a current license for a medical dispensary can transition into a recreational facility. Mr. Neal answered affirmatively. Councilman Lear asked if some could not be given a license if the facility had to be 1,000 feet from daycares and churches. Mr. Neal expressed his opinion that is a possibility. Councilman Lear asked if any churches have been harmed by being closer than 1,000 from a dispensary. Mr. Neal responded he will have to provided that information at a later date.

Councilman Hosmer expressed his belief the Police Chief noted there was more crime surrounding marijuana facilities. He further expressed his belief the facilities should be further away from daycares.

Mayor Pro Tem Simpson noted several months were previously spent on the issue and expressed his belief it is important to follow the Missouri Constitution.

Councilman Hosmer moved to refer Council Bill 2023-027 to the Finance and Administration Committee. Councilman McGull seconded the motion. City Council discussion continued.

Councilman Lear asked what happens if the City does not have policy in place before February 6, 2023. Mr. Neal responded the facilities would not be able to obtain licenses.

Councilwoman Horton asked if there are speakers for the proposed. Mayor McClure responded there are and if the author of the motion withdraws, the speakers can be heard.

Councilman Ollis noted a yes vote would send the proposed to the Finance and Administration Committee, and a no vote would allow the proposed to continue and speakers to be heard. Mayor McClure noted the vote on this bill would occur January 31, 2023.

Mayor Pro Tem Simpson asked if the 1,000 feet distance is the maximum distance. Mr. Neal responded anything beyond the 1,000 feet may be seen as unduly burdensome.

Councilman Lear noted because many daycares are unlicensed, it is difficult to set these parameters. He further noted as this is a first reading; there will later be time to discuss and gather information before the vote on January 31, 2023. Ms. Lewsader noted the State Law will take effect on February 6, 2023, which is the reason the issue cannot wait until the next City Council meeting on February 6, 2023.

Councilwoman Hardinger asked what outcome is anticipated by referring the proposed to Committee. Councilman Hosmer responded in 2019 the issue was medical facilities, and this issue is to determine the best way to deal with recreational facilities. Councilman Hosmer expressed his belief there will be more criminal conduct due to the nature of recreational marijuana facilities. Councilwoman Hardinger asked if there is proof of more crime around marijuana facilities. Councilman Hosmer expressed his belief there is.

Councilman Lear noted the proposed is a two reading bill which allows for time to get answers to questions about crime and other issues before the vote.

Councilman McGull expressed his opinion that all major legislation should go through a City Council Committee.

Councilman Schilling expressed his opinion citizens should be allowed to speak.

Councilwoman Hardinger and Mayor Pro Tem Simpson agreed the use of Committees is beneficial; however, they both expressed this issue was previously discussed in 2019.

Mayor McClure clarified the motion and asked for the vote. The motion to refer Council Bill 2023-027 to the Finance and Administration Committee failed by the following vote: Ayes: McGull, Hosmer, and Hardinger. Nays: Schilling, Simpson, Ollis, Lear, and McClure. Absent: None. Abstain: Horton.

Councilman Hosmer moved to refer Council Bill 2023-027 to the Finance and Administration Committee. The motion was seconded by Councilman McGull and failed by the following vote: Ayes: McGull, Hosmer, and Hardinger. Nays: Schilling, Simpson, Ollis, Lear, and McClure. Absent: None. Abstain: Horton.

An opportunity was given for citizens to express their views.

Chip Sheppard, a representative of several dispensaries, spoke in support of the proposed. He noted statistics show crime goes down around dispensaries due to their use of cameras and lights. He expressed his belief he does not see the connection between what occurs at a dispensary and a daycare or church that is more than 200 feet away. He noted the marijuana is the same, and anyone with any medical condition can currently obtain a medical card. He noted what drives individuals to a dispensary also drives them away from a drug dealer. Mr. Sheppard noted the social justice aspect of legal marijuana. He noted all the current dispensaries except one applied to convert from medical to recreational.

Councilman Schilling asked about security at the facilities. Mr. Sheppard responded only the top 13% were allowed a license. They noted having armed security. The facility is a two-door facility. There are a maximum of three customers per employee and two security cameras on each door.

Councilman Lear asked if any facilities have lost their licenses. Mr. Sheppard noted the licenses are regulated by the Department of Health. He further noted one facility lost its license involuntarily. Councilman Lear asked if Mr. Sheppard is aware of any crime around the dispensaries. Mr. Sheppard noted he is aware of one incident in which a homeless person locked themselves into a portable bathroom. Mr. Sheppard noted there are currently eleven dispensaries in Springfield. There will be six micro-licenses total issued in the entire 7th congressional district.

Councilman McGull asked if there is any push to allow banks to accept purchase of marijuana from a dispensary instead of all being a cash only business. Mr. Sheppard noted Regent Bank does work with marijuana dispensaries. He further noted there are debit machines in the facilities which can be used to obtain cash.

Councilman Hosmer asked if the 1,000 feet buffer could be enacted for daycares and churches. Mr. Sheppard responded the city could, but this may be viewed as unduly burdensome due to the number of daycares and churches in the City. Councilman Hosmer asked the difference between medical and recreational facilities. Mr. Sheppard noted, for a medical facility, it is necessary to have a medical marijuana card and the individual pays the regular city tax plus 4%. In a recreational facility, it is only necessary to provide a driver's license for proof of age, and the individual pays the regular city tax plus 6%. He further noted the City can add an additional 3% tax for recreational adult use. Councilman Hosmer asked if the facilities are owned by citizens of Springfield. Mr. Sheppard responded the facilities typically have multiple owners and can be owned by anyone and ownership is private. He noted all owners pass a background check through the Federal Bureau of Investigation. Mr. Sheppard noted the tax and limited licenses are in place to encourage enforcement and keep the cartels out.

Councilman Lear asked if the 1,000 foot requirement was enacted, would the existing facilities have to move. Mr. Sheppard noted existing facilities are most likely grandfathered in, and new facilities would have to follow the more restrictive guidelines.

Councilman McGull asked how the home businesses are monitored. Mr. Sheppard responded the Department of Health can check for violations and inspect at any time.

Councilman Hosmer asked if any other cities in Missouri have enacted the extra 3% tax. Mr. Sheppard responded there are cities that have the issue on the April ballot.

With no further appearances, the public hearing was declared closed.

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

**Amending City
Code: Park Hours;
Regulation of
Alcohol in Parks**

Sponsor: Hardinger. Council Bill 2023-028

A general ordinance amending the Springfield City Code, Chapter 82, 'Parks and Recreation,' Article I, 'General,' Section 82-1, 'Park rules generally,' to clarify the hours of operation and closure of the City's various park locations and to improve the consistent regulation of alcohol throughout the park system.

Lana Woolsey, Assistant City Attorney, provided a brief overview of the proposed. Ms. Woolsey noted the proposed would clarify park hours of operation and improve the regulation of alcohol in the park system.

Councilman McGull expressed his agreement with the proposed.

Councilman Hosmer asked if the parks are smoke free. Ms. Woolsey responded affirmatively.

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

Sponsor: Hosmer. Council Bill 2023-029

A general ordinance amending Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates,' and Section 120-247, 'Extra Charges,' of the Springfield City Code, by repealing the existing rate schedule and establishing a new rate schedule that provides for phased-in annual rate increases for three years, beginning July 1, 2023, which shall provide necessary funding for accommodating increases in operating costs and for the additional cost of complying with the Clean Water Act and Missouri Department of Natural Resources mandates.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. He noted the City has been under a consent judgement since 1995. Mr. Kemper further noted the proposed would allow for a new rate schedule which would enact phased increases over three years to accommodate for increases in operating costs and to comply with the Clean Water Act and Missouri Department of Natural Resources mandates. He added the control plan has been updated to provide predictable and steady rate increases. Mr. Kemper noted three key areas will be focused on: maintenance of critical infrastructure, protection of water quality, and keeping sewer rates affordable. He further noted maintenance of critical infrastructure is ongoing. Water quality protection will have additional mechanisms put into place, including a trash capture structure to keep trash out of the stormwater, and sewer rates are well below average for Springfield as compared to the state. Mr. Kemper noted opportunities for a presentation to stakeholders and the public were offered.

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

**Battlefield
Wastewater
Service Contract:
First Amendment**

Sponsor: Lear. Council Bill 2023-030

A special ordinance authorizing the City Manager, or designee, on behalf of the City, to enter into a First Amendment to the Battlefield Wastewater Service Contract to provide an expanded, Battlefield Annexation Boundary within which Battlefield can annex in order to provide wastewater services.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. Mr. Kemper noted the proposed would allow expansion of the Battlefield Annexation Boundary. He further noted Battlefield asked for an amendment to include four additional parcels in their boundary.

Councilman McGull asked what will be developed on the parcels. Mr. Kemper responded there has been interest in developing a subdivision in the area.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.

Curtis Vaughn did not appear to address City Council.

Daryl Baker did not appear to address City Council.

The following item appeared on the agenda under New Business.

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

UNFINISHED BUSINESS.

MISCELLANEOUS.

CONSENT AGENDA – FIRST READING BILLS.

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

**Springfield
Municipal Court:
John Appelquist**

Sponsor: Hosmer. Council Bill 2023-031

A resolution reelecting the Honorable John Appelquist as a substitute judge of the Springfield Municipal Court for a term of four years.

Council Bill 2023-031. Resolution 10683 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent:

None. Abstain: None.

**Springfield
Municipal Court:
Matthew Owen**

Sponsor: Lear. Council Bill 2023-032

A resolution reelecting the Honorable Matthew Owen as a substitute judge of the Springfield Municipal Court for a term of four years.

Council Bill 2023-032. Resolution 10684 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

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

**Preliminary Plat:
Campbell Acres**

Sponsor: Schilling. Council Bill 2023-014

A special ordinance authorizing 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 Campbell Acres, generally located at 3525, 3543, and 3553 South Campbell 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.)

Council Bill 2023-014. Special Ordinance 27799 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

**Preliminary Plat:
Porter's Crossing**

Sponsor: Schilling. Council Bill 2023-015

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 Porter's Crossing, generally located at 543 West Old Weaver 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.)

Council Bill 2023-015. Special Ordinance 27800 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

END OF CONSENT AGENDA.

Motion to Adjourn

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

Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by
Michelle Brown

**January 24, 2023
Springfield, Missouri**

The City Council met in special session on January 24, 2023, in the Councilman Denny Wayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present: Matt Simpson, Craig Hosmer, Richard Ollis, Andy Lear, Heather Hardinger, Monica Horton, Abe McGull, Mike Schilling, and Ken McClure.
Absent: None.

Closed Session

Councilman Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected; pursuant to Section 610.021(12), RSMo; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

**January 31, 2023
Springfield, Missouri**

The City Council met in special session on January 31, 2023, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present: Richard Ollis*, Andy Lear, Monica Horton, Abe McGull*, Mike Schilling, Matt Simpson, Craig Hosmer, and Ken McClure. Absent: Heather Hardinger.
*attended via Zoom.

**Public Hearing:
Council Bill
2023-027**

Sponsor: Lear. Council Bill 2023-027.

A general ordinance amending Chapter 36, of the Springfield City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Divisions 1 through 5, Sections 36-303, 36-321, 36-363, 36-421, 36-422, 36-423, 36-424, 36-425, 36-430, 36-431, 36-432, 36-433, 36-434, and 36-474, for the purpose of allowing the sale of Comprehensive (Recreational) Marijuana as required by revised Article XIV of the Missouri Constitution. (Staff and Planning and Zoning Commission both recommend approval.)

Mayor McClure noted the public hearing for Council Bill 2023-027 was held on January 23, 2023, at the City Council meeting.

Councilman Hosmer asked if the spacing requirement for any new facility from a church or daycare facility is 1,000 feet, citing page 18, line 809, of the bill. Jason Gage, City Manager, responded the recreational facilities will require the same spacing as current medical facilities. Daniel Neal, Senior City Planner, responded the section of the bill beginning on page 809, the statement requiring 1,000 feet of spacing from existing elementary or secondary schools, child day-care centers, or churches, is prefaced by "unless otherwise permitted." Councilman Hosmer asked where new facilities will be allowed to be sited. Mr. Neal responded 1,000 feet from existing elementary or secondary school, or 200 feet from a child day-care center, or church, and only within certain zoning districts.

Councilman Hosmer expressed his opinion he prefers all marijuana facilities be spaced 1,000 feet from existing elementary or secondary schools, child day-care centers, or churches, and anything closer than that is not preferred. He asked if recreational facilities are different and have more issues than medical marijuana facilities. Stacey Parton, Police Major, responded there are differences. He noted analysis shows no significant increase in crime around medical marijuana facilities, but does show an increase in criminal activity around recreational facilities. He further noted the analysis was taken from studies of cities that have switched from medical to recreational marijuana facilities. Major Parton noted there is no way to know if marijuana was purchased from a regulated facility or a drug dealer.

Mr. Gage asked if the increase in crime was general and if there have been any issues so far with the locations of existing facilities in the city. Major Parton responded there were 31 alarm calls in 2021 from existing facilities.

Councilwoman Horton asked what type of criminal activity was noted around marijuana facilities. Mayor Parton noted an increase in fatalities. Councilwoman Horton asked if the proposed ordinance would put the City in compliance with State law. Mr. Gage responded affirmatively and noted for the issue of distance between marijuana facilities and other entities, legal discretion is allowed for distances up to 1,000 feet.

Mr. Neal noted for a dispensary location, the distance is measured for compliance when issuing a zoning certificate, and dispensaries are only allowed in specific zoning districts.

Mayor Pro Tem Simpson noted a dispensary would have to obtain a license from the State of Missouri, of which no new licenses are available at this time. He added the dispensary would also have to provide well-designed security at the facility.

Councilman Lear noted voters decided they wanted recreational marijuana to be available. He added the City currently has eleven dispensaries that will receive a recreational license if they applied.

Councilman Hosmer asked why it is necessary to allow so many dispensaries in the city and why not change the distances to 1,000 feet from day-care centers and churches as well. Mr. Neal responded each zoning section would have to be changed. Rhonda Lewsader, City Attorney, responded the City has permissive zoning. She added there is nothing that forbids recreational facilities in the Code. Mr. Lewsader further noted the Code must be updated prior to February 6, 2023.

Mayor McClure asked if the code can be revised after February 6, 2023. Ms. Lewsader responded that any new facility that occurs between February 6, 2023, and the date City Council takes action to revise the zoning code, would be grandfathered in.

Councilman Hosmer moved to amend Council Bill 2023-027 to change any references of 200 feet to 1,000 feet for newly licensed recreational licenses. The motion died due to lack of a second.

Councilman Hosmer noted his opposition to the proposed. He expressed his opinion placing facilities closer than the Missouri constitution requires is not preferred.

Mayor Pro Tem Simpson expressed his support for the proposed. He noted the proposed has been fully vetted by staff, and facilities will have restrictions as to where they are located. He added there is not increased crime at facilities with heavy security in place.

Councilman Lear expressed his support for the proposed. He expressed his opinion the regulations were created in a responsible manner.

Council Bill 2023-027. General Ordinance 6775 was approved by the following vote: Ayes: Lear, Horton, McGull, Schilling, Simpson, Ollis, and McClure. Nays: Hosmer. Absent: Hardinger. Abstain: None.

Closed Session

Councilman Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected; pursuant to Section 610.021(12), RSMo; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk



EXPLANATION TO COUNCIL BILL 2023-028 (HARDINGER)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Parks

PURPOSE: A general ordinance amending the Springfield City Code, Chapter 82, 'Parks and Recreation,' Article I, 'General,' Section 82-1, 'Park rules generally,' to clarify the hours of operation and closure of the City's various park locations and to improve the consistent regulation of alcohol throughout the park system

BACKGROUND INFORMATION: City Code Chapter 82 addresses Parks and Recreation related matters, including Section 82-1 that sets out the general park rules.

The first proposed revision to Section 82-1 is needed to clarify the hours of operation and closure, as associated with enforcement of park closure hours, for the City's various park sites. Currently, the posted hours of operation for several park sites conflict with the hours of operation and closure set out in Section 82-1, which creates difficulties for enforcement. If approved by City Council, these amendments will remedy this confusion and assist with consistency in enforcement of the City's park hours.

The second proposed revision relates to the consistent regulation of alcohol within the park sites throughout the park system. General Ordinance 6426, approved by City Council on January 29, 2018, amended City Code Section 78-4 by removing the general prohibition of alcohol in parks, to allow the Park Board to manage and control alcohol within city-county park sites. Upon undertaking these responsibilities, the Park Board adopted various rules and regulations and would now like to further clarify its authority and mechanism for better enforcement at its park sites, which will be accomplished if City Council approves this Ordinance

REMARKS: The Park Board reviewed and approved these revisions at its Board Meetings on December 9, 2022 and January 13, 2023. The Park Board and staff respectfully request approval of this Ordinance.

Submitted By: Bob Belote, Director of Parks and Recreation

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. 2023-028

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 01-17-23

Sponsored by Hardinger

First Reading _____

Second Reading _____

COUNCIL BILL 2023-028

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 82, 'Parks and Recreation,' Article I,
2 'General,' Section 82-1, 'Park rules generally,' to clarify the hours of
3 operation and closure of the City's various park locations and to
4 improve the consistent regulation of alcohol throughout the park
5 system.
6
7

8 WHEREAS, the City's park sites have varying hours of operation and closure,
9 which sometimes conflict with City Code Section 82-1, and amendments to this Code
10 Section are needed to clarify the hours of operation and closure, as associated with
11 enforcement of park closure hours, for the City's various park sites; and
12

13 WHEREAS, the City of Springfield, Missouri, by and through the Springfield-
14 Greene County Park Board, manages and establishes the permitting of alcohol in its
15 various park sites and needs a mechanism to improve the consistent enforcement and
16 regulation of those sites and/or occasions when alcohol is not allowed or permitted.
17

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

21 Section 1 – Springfield City Code, Chapter 82, 'Parks and Recreation,' Article I,
22 'General,' Section 82-1, 'Park rules generally,' is hereby amended as follows:
23

24 NOTE: Language to be added is underlined, and language to be deleted is ~~stricken~~.
25

26 Sec. 82-1. Park rules generally.

27 (a) *Adoption; prohibited acts.* Those rules and regulations adopted by the public
28 park board of the city on March 16, 1971, relating to conduct within the parks of
29 the city under the control and operation of the Springfield/Greene County park
30 board are hereby adopted and approved by the city council, which rules and
31 regulations read as follows:

32 (1) *Conduct in parks.* It shall be unlawful for any person while on property or
33 in buildings under the operation and control of the park board to:

- a. Conduct himself in an unusually loud or disturbing manner; use threatening, abusive, insulting, indecent, obscene or profane language; or harass, annoy, curse at or intentionally jostle any patron of any public park.
- b. In any way interfere, by the use of physical force or by the threat of such force, with any person peacefully moving in and about the grounds and buildings, except for a law enforcement officer or employee of the parks in the performance of his duty.
- c. Throw stones, rocks, sticks, bottles or other similar things by hand or otherwise.
- d. Mark upon, tear up, injure, deface, cut, dig or in any other way intentionally injure or impair the usefulness of structures, grass, trees, shrubs or plants, pavement, sidewalks or roadways.
- e. Attach wires, ropes, placards, notices or other contrivances to any structure, tree, shrub, plant or utility lines without prior written permission of the park board.
- f. Remove property of the parks without permission of the park board, the director of parks or the supervisor of the park.
- g. Erect, place or maintain any tent, building, booth, stand or other structure, temporary or otherwise, without the written permission of the director of parks.
- h. Drop, throw, place or discard any wastepaper, dirt, weeds, trash, refuse or other rubbish of any sort except in a receptacle provided therefor.
- i. Throw, discharge or otherwise place or cause or permit to be placed or discharged into any fountain, pool, pond, lake, stream or other body of water any substance, matter or thing which might cause the water to be harmful to persons or things or to give forth objectionable odors or to appear unsightly, or otherwise pollute the waters.
- j. Fish or remove fish or aquatic life from any stream, pond, lake or other body of water unless fishing shall be expressly permitted in the area.
- k. Carry, possess or discharge any firearm, pellet gun or pistol, BB gun or other similar device, bow and arrow, crossbow or any other device capable of projecting a missile able to inflict harm to persons or animals or to injure property, except law enforcement officers in the performance of their duty or employees of the park board, and except in such places and under such special regulations as the park board may have adopted for practicing the use of any such devices or giving exhibitions or holding competitions in the use thereof.
- l. Engage in an athletic contest or event in any public area except in areas set aside therefor, nor shall any person in any event engage in any athletic contest or event or throw any ball or engage in any game singly or with others in such a fashion as to unreasonably endanger the safety of others thereabout.
- m. Use a loudspeaker or amplifier without prior permission of the director of parks.

- 79 n. Play a musical instrument between the hours of 9:00 p.m. of any day and
80 10:30 a.m. of the next day without a prior written permit of the director of
81 parks, except this subsection shall not apply to a person who is playing a
82 string or wood instrument between the hours of 9:00 p.m. and 11:00 p.m.,
83 provided only one person is playing such instrument in the area and that
84 the playing of the instrument is done in a manner and at a location so as
85 not to disturb the peace of adjoining property owners or park patrons.
- 86 o. Conduct any organized activity or event involving more than 30 persons
87 without a permit from the director.
- 88 p. Participate in or enter upon the grounds of any activity where charges are
89 made without first being registered at the place provided therefor and
90 paying the established fee, except for persons provided with exemptions
91 by action of the park board.
- 92 q. Camp or picnic other than in an area expressly designated for camping or
93 picnicking, nor shall any person attempt to move or relocate any
94 benches, chairs or tables unless the benches, chairs or tables are not
95 secured in any way whatsoever to the ground, in which case the
96 benches, chairs or tables may be moved and relocated within the
97 confines of the designated picnicking or camping area.
- 98 r. Start a fire for cooking purposes or otherwise within any park except in
99 receptacles and facilities intended therefor.
- 100 s. Operate, park or race a motor vehicle or bicycle upon the grounds or
101 within the buildings other than in areas designated for the operation of
102 such vehicles, or leave any nonoperable vehicle within a park for a period
103 to exceed six hours.
- 104 t. Allow cattle or horses to be driven through, run loose, be staked out, or in
105 any other way to be in a park except in such an area as designated for
106 showing or riding such animals.
- 107 u. Annoy, harass, poke at, spit on, throw objects at or otherwise
108 intentionally disturb any animal in the zoo of the city, nor shall any person
109 throw or place any object in any of the cages or animal enclosures within
110 reach of any animal in any such cage or enclosure except employees of
111 the city, except and unless the officials in charge of the zoo shall have
112 provided expressly that certain foods may be given by the public to
113 certain animals.
- 114 v. Enter on or in any portion of any grounds or buildings of a park where
115 signs have been previously posted by the park board prohibiting such
116 entry.
- 117 w. Solicit business, sell or offer to sell goods, merchandise or services, post
118 any commercial signs, advertisements or circulars without the written
119 permission of the Springfield/Greene County Park Board or the director of
120 parks, or take photographs, motion pictures or videotapes for commercial
121 purposes when the park board has entered into a contract with another
122 person for such activity.
- 123 x. Sell, dispense, give away, offer to sell, carry, possess, or consume any
124 type of *alcoholic beverage* without prior written permission of the park

board, the director of parks, or their respective authorized representative.

(i) Subsection x shall not apply to any person carrying, possessing or consuming an alcoholic beverage while attending as a patron or guest of a park board approved event in which the service of said alcoholic beverage was approved, if that person is of lawful age to carry, possess or consume alcohol, or is not otherwise legally prohibited from same.

(ii) As used in this subsection x and subsection x(i), alcoholic beverage is defined to include intoxicating liquor and any liquid having an alcoholic content, regardless of the percentage alcoholic content by weight or volume, irrespective of the manner in which the alcohol was placed in the container, which is capable of being consumed as a beverage by a human being.

(2) *Closing of parks; hours.*

b. It shall be unlawful for any person other than an employee of the park board or other officers or employees of the city while acting within their official capacity to enter or remain in or upon the grounds or buildings of any public park of the city after hours, which shall be between the hours or times of closure specifically designated on sign(s) posted at such park, or between the hours of closure of 4:00 a.m. 11:00 p.m. through and 5:00 30 a.m. of any day if such park has no sign(s) posted, except that an activity or event approved in writing by the park board, the director of parks, or their respective authorized representative, may be continued to its normal conclusion and observers thereof and participants therein shall leave the park within one-half hour following the conclusion of the activity or event.

c. Without the written permission of the park board, the director of parks, or their respective authorized representatives, no outdoor athletic event shall begin after 4:30 11:00 p.m. or before 7:00 5:00 a.m., and use of the public address system at outdoor athletic events shall not occur between the hours of 11:00 p.m. and 7:00 a.m. The provisions of this section shall not apply if the game involves out-of-town participants in a district, state, regional or national tournament.

(3) *Exception.* None of the rules and regulations contained in subsection (a)(1) or (2) of this section shall be applicable to that property known as the fairgrounds and under lease to the Greene County Agricultural and Mechanical Society.

(4) *Standards for issuance of permits.* Whenever, under any of the rules and regulations contained in subsection (a)(1) of this section, a permit is required or provided for, the person charged with the issuance of the

170 permit shall issue the permit only upon a proper application and when he
171 finds that:

- 172 a. The proposed activity or use of the park will not unreasonably interfere
173 with or detract from the general enjoyment of the park.
- 174 b. The proposed activity or use will not unreasonably interfere with or
175 detract from the promotion of the public health, welfare, safety and
176 recreation.
- 177 c. The proposed activity or use will not entail unusual, extraordinary or
178 burdensome expense by the public or unusual or burdensome police
179 protection or activity.
- 180 d. The facility desired has not been previously reserved for other use at the
181 day and hour required in the application therefor.
- 182 e. The use will not unreasonably interfere with another use previously
183 permitted at the day and hour required in the application.
- 184 f. The use is not intended for the advancement of a commercial enterprise.
- 185 g. The use or frequency of the use applied for will not unreasonably deprive
186 the public of the general use of the park or its facilities or unreasonably
187 deprive or interfere with use of the remainder of the park or its facilities by
188 the public.

189
190 (b) *Penalty.* Any person violating any of the provisions of the rules and regulations
191 shall, upon conviction thereof, be punished as provided by the provisions of
192 section 1-7.

193
194 (c) *Park rangers; enforcement.* The park rangers for the Springfield-Greene
195 County Parks Department shall have upon appointment the authority to
196 enforce city parking ordinances, enforce rules, regulations, and ordinances
197 pertaining to handicapped parking, and enforce all park rules, regulations, and
198 ordinances while on park property.
199

200 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
201 affect any suit or proceeding now pending in any court or any rights acquired or liability
202 nor any cause or causes of action occurred or existing, under any act or ordinance
203 repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or
204 affected by this Ordinance.
205

206 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
207 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
208 affect the validity of the remaining portions of this Ordinance. City Council hereby
209 declares that it would have adopted the ordinance and each section, subsection,
210 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
211 sections, subsection, sentence, clause, or phrase be declared invalid.
212

213 Section 4 – This Ordinance shall be in full force and effect from and after
214 passage.
215

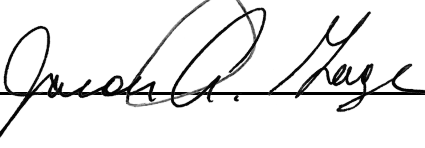
216 Passed at meeting:_____

217 _____
218 Mayor

219
220 Attest: _____, City Clerk

221
222 Filed as Ordinance: _____

223
224
225 Approved as to form:  _____, Assistant City Attorney

226
227
228 Approved for Council action:  _____, City Manager



EXPLANATION TO COUNCIL BILL 2023-029 (HOSMER)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: A general ordinance amending Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates,' and Section 120-247, 'Extra Charges,' of the Springfield City Code, by repealing the existing rate schedule and establishing a new rate schedule that provides for phased-in annual rate increases for three years, beginning July 1, 2023, which shall provide necessary funding for accommodating increases in operating costs and for the additional cost of complying with the Clean Water Act and Missouri Department of Natural Resources mandates.

BACKGROUND INFORMATION: In April of 2021, the City entered a Second Amended Consent Judgement ("2ndACJ") to address alleged violations of the Clean Water Act. As part of the 2ndACJ, the City agreed to execute a Supplemental Overflow Control Plan ("SOCP") which included investments and program strategies, valued at \$300M over a period of 15 years, towards the goals of eliminating wet-weather sanitary sewer overflows from the collection system and eliminating prohibited bypasses at the treatment facilities. At the same time, costs of operating the sanitary sewer utility have continued to increase, especially over the past 18 months, with significant price increases being experienced in certain treatment chemicals and supplies, construction materials, and labor.

The Environmental Services department retained the financial consulting firm NewGen Strategies & Solutions, to conduct a Wastewater Cost of Service and Rate Study. The study results were delivered in July 2021 and included an update of the utility's financial planning model which was utilized to develop annual revenue requirements reflecting the programs and Capital Improvement Program ("CIP") projects contained in the SOCP and the trends in underlying operational expenses. The consultant next used the projected annual revenue requirements to develop recommendations for phased rate adjustments over fiscal years 2024 to 2026.

Adjustments to sewer rates were last approved by council in January 2020 and were phased in over fiscal years 2021 to 2023. This Ordinance will establish a phased schedule for next rate increases, beginning July 1, 2023. The monthly customer and volume charges for retail customers and surcharges for high strength wastewater discharges are all recommended to increase 3% each fiscal year. The wholesale rates to nearby communities that receive wastewater treatment services from the City, but which maintain their own collection systems, are recommended to increase by 8% each fiscal year. The Wastewater Cost of Service and Rate Study identified a need to increase wholesale rates (which were first introduced to the rate structure in 2021 as



part of entering into new treatment service contracts with wholesale customers) at a percentage different than retail rates to reflect projected cost of service more accurately.

REMARKS: The proposed revisions rates will be implemented pursuant to the fiscal year schedule included in the text of the accompanying ordinance.

The Department of Environmental Services recommends approval of the proposed rate increases from Fiscal Years 2024 to 2026 to fund increases in operational costs and execution of the SOCP requirements of the Second Amended Consent Judgement.

Submitted By: Ron Petering, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. 2023-029

One-rdg. _____
P. Hmgs. _____
Pgs. 8
Filed 01-17-23

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2023-029

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges
2 and Rates,' Section 120-245, 'Rates,' and Section 120-247, 'Extra
3 Charges,' of the Springfield City Code, by repealing the existing rate
4 schedule and establishing a new rate schedule that provides for phased-in
5 annual rate increases for three years, beginning July 1, 2023, which shall
6 provide necessary funding for accommodating increases in operating
7 costs and for the additional cost of complying with the Clean Water Act
8 and Missouri Department of Natural Resources mandates.

9
10
11 WHEREAS, The City is under a Second Amended Consent Judgement
12 ("2ndACJ") with the Missouri Department of Natural Resources ("MDNR") to comply with
13 the Clean Water Act ("CWA") through execution of an approved Supplemental Overflow
14 Control Program ("SOCP"); and

15
16 WHEREAS, the 2ndACJ and associated SOCP, requiring a \$300M investment in
17 Capital Improvement Program ("CIP") projects and other SOCP program strategies over
18 a period of 15 years, were both entered into since the last council action to consider
19 adjustments to sewer rates; and

20
21 WHEREAS, in addition to the SOCP obligations, the utility also continues to
22 experience increases in operating costs related to materials, supplies, contracting costs,
23 and labor, all of which have increased the utility's cost of service and collectively
24 necessitate adjustments in rates; and

25
26 WHEREAS, the next three years of rate adjustments are now ready for Council
27 review and approval, and City Code Chapter 120, 'Wastewater Regulations,' Article VI,
28 'Wastewater Charges and Rates,' Section 120-245, 'Rates,' and Section 120-247, 'Extra
29 Charges,' will need to be revised to reflect the new changes.

30
31 NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
32 SPRINGFIELD, MISSOURI, as follows, that:
33

Section 1 – Chapter 120, ‘Wastewater Regulations,’ Article VI, ‘Wastewater Charges and Rates,’ Section 120-245, ‘Rates,’ and Section 120-247, ‘Extra Charges,’ of the Springfield City Code are hereby modified, effective July 1, 2023, to reflect a new rate schedules that provides for phased-in annual rate increases for three years, beginning July 1, 2023, which sections shall read as follows”.

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

Sec. 120-245. Rates.

For the services rendered to the city or other public authority, the city or authority shall be subject to the same charges provided in this section for other users of the POTW.

- (1) Effective July 1, ~~2020~~2023, the schedule of wastewater service rates shall be as follows:
 - a. There shall be assessed to each residential and non-residential user of the POTW a basic customer charge of ~~\$20.89~~ \$24.04 per month.
 - b. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: ~~\$2.50~~ \$2.79 per each 100 cubic feet of water, or fraction thereof, used per month.
 - c. There shall be assessed to each wholesale user of the POTW a volumetric charge of \$2.68 per each 100 cubic feet of metered wastewater or fraction thereof.
- (2) Effective July 1, ~~2021~~2024, the schedule of wastewater service rates shall be as follows:
 - a. There shall be assessed to each residential and non-residential user of the POTW a basic customer charge of ~~\$22.03~~ \$24.76 per month.
 - b. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: ~~\$2.60~~ \$2.88 per each 100 cubic feet of water or fraction thereof used per month.
 - c. There shall be assessed to each wholesale user of the POTW a volumetric charge of ~~\$2.48~~ \$2.89 per each 100 cubic feet of metered wastewater or fraction thereof.
- (3) Effective July 1, ~~2022~~2025, the schedule of wastewater service rates shall be as follows:
 - a. There shall be assessed to each residential and non-residential user of the POTW a basic customer charge of ~~\$23.34~~ \$25.50 per month.
 - b. In addition to the basic customer charge per month, there shall be an additional monthly volume charge to all users which shall be computed as follows: ~~\$2.74~~ \$2.96 per each 100 cubic feet of water or fraction thereof used per month.

- c. There shall be assessed to each wholesale user of the POTW a volumetric charge of ~~\$2.48~~ \$3.12 per each 100 cubic feet of metered wastewater or fraction thereof.

Sec. 120-247. Extra charges.

In order that rates and charges will be equitably related to the service rendered, the city shall, in addition to the charges set forth in section 120-245, assess extra charges for biochemical oxygen demand (BOD) and total suspended solids (TSS) in excess of the amounts thereafter set forth. The extra charges for BOD and TSS shall be as follows:

(1) *Effective July 1, ~~2020~~2023.*

- a. For BOD in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of ~~\$0.318~~ \$0.368 shall be made for each such excess pound or fraction thereof.
- b. For TSS in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of ~~\$0.134~~ \$0.156 shall be made for each such excess pound or fraction thereof.

(2) *Effective July 1, ~~2021~~2024.*

- a. For BOD in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of ~~\$0.337~~ \$0.379 shall be made for each such excess pound or fraction thereof.
- b. For TSS in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of ~~\$0.142~~ \$0.160 shall be made for each such excess pound or fraction thereof.

(3) *Effective July 1, ~~2022~~2025.*

- a. For BOD in excess of 1.60 pounds for each 100 cubic feet (256 milligrams per liter) of wastewater, an additional charge of ~~\$0.357~~ \$0.390 shall be made for each such excess pound or fraction thereof.
- b. For TSS in excess of 1.90 pounds for each 100 cubic feet (304 milligrams per liter) of wastewater, an additional charge of ~~\$0.151~~ \$0.165 shall be made for each such excess pound or fraction thereof.

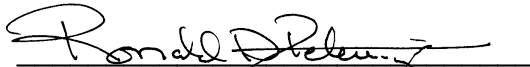
Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any 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

REMARKS: The proposed revisions rates will be implemented pursuant to the fiscal year schedule included in the text of the accompanying ordinance.

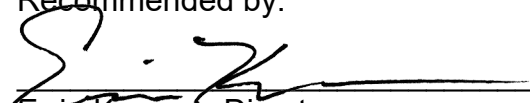
The Department of Environmental Services recommends approval of the proposed rate increases from Fiscal Years 2024 to 2026 to fund increases in operational costs and execution of the SOCP requirements of the Second Amended Consent Judgement.

Submitted by:



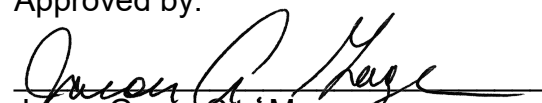
Ronald Petering, Assistant Director
Environmental Services

Recommended by:



Erin Kemper, Director
Environmental Services

Approved by:



Jason Gage, City Manager

Exhibit A

Recommended Rate Increases

In order to increase revenues that will sustain the wastewater system, NewGen recommends the following rate increases for the City's wastewater rates and fees.

**Table 5-5
Recommended Rate Increases**

	Adopted FY 2022	Adopted FY 2023	Proposed FY 2024	Proposed FY 2025	Proposed FY 2026
Monthly Customer Charge		5.9%	3.0%	3.0%	3.0%
Retail Volume Charge		4.2%	3.0%	3.0%	3.0%
Wholesale Volume Charge		N/A	12.0%	12.0%	3.0%
BOD Surcharge per lb.		5.9%	3.0%	3.0%	3.0%
TSS Surcharge per lb.		6.3%	3.0%	3.0%	3.0%
Cash Flow	(\$4,056,739)	(\$9,444,837)	\$2,993,155	(\$4,101,590)	(\$4,579,483)
EOY Fund Balance	\$54,013,332	\$44,568,494	\$47,561,649	\$43,460,059	\$38,880,576
Minimum Balance Policy	\$20,000,000	\$21,000,000	\$22,050,000	\$22,711,500	\$23,392,845

Assuming that the City increases its wastewater rates consistent with the table above, the result is that the City is able to fund the system's projected operating, capital, and debt service expenses while also satisfying the City's minimum fund balance policy.

Projected Retail Rates

City Council has already approved rates for FY 2023. NewGen recommendations begin in FY 2024. If the City adopts the recommended revenue increases in each year from FY 2024 through FY 2026, then the City's retail Monthly Customer Charges would be as shown in Table 5-6.

**Table 5-6
Projected Retail Rates**

	Adopted FY 2022	Adopted FY 2023	Proposed FY 2024	Proposed FY 2025	Proposed FY 2026
Monthly Customer Charge	\$22.03	\$23.34	\$24.04	\$24.76	\$25.50
Volume Charge per CCF	\$2.60	\$2.71	\$2.79	\$2.88	\$2.96
BOD Surcharge per lb.	\$0.337	\$0.357	\$0.368	\$0.379	\$0.390
TSS Surcharge per lb.	\$0.142	\$0.151	\$0.156	\$0.160	\$0.165

Projected Wholesale Rates

Metering Charges for Wholesale customers were set by a separate analysis and will be incremented based on annual CPI-U each year. For the purpose of this study, Metering Charges have been escalated by 7.48% in FY 2023 in accordance with the CPI-U Index and 3.0% annual starting in FY 2024 to be consistent with a more historical level of increases in CPI-U. The City has a new study every three years to determine rates for Wholesale customers and increases rates by CPI in the interim years. The City's Wholesale Meter Charges and Volumetric Rates are shown in Table 5-7.

Table 5-7
Recommended Wholesale Rates

	Adopted FY 2022	Adopted FY 2023	Proposed FY 2024	Proposed FY 2025	Proposed FY 2026
Monthly Metering Charge	\$1,150	\$1,150	\$1,236	\$1,273	\$1,311
Volume Charge per CCF	\$2.48	\$2.48	\$2.78	\$3.11	\$3.20



EXPLANATION TO COUNCIL BILL 2023-030 (LEAR)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: A special ordinance authorizing the City Manager, or designee, on behalf of the City, to enter into a First Amendment to the Battlefield Wastewater Service Contract to provide an expanded, Battlefield Annexation Boundary within which Battlefield can annex in order to provide wastewater services.

BACKGROUND INFORMATION: Battlefield requested expansion of its Annexation Boundary in order to potentially annex and serve several tracts adjacent to the current Battlefield City boundary. While these tracts are currently in Springfield's annexation area, they are not easily served by Springfield's wastewater collection system. After reviewing the requested modification, staff recommends modification of this boundary to accommodate Battlefield's request.

REMARKS: The Department of Environmental Services recommends approval of the proposed contract amendment.

Submitted By: Errin Kemper, Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. 2023-030

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 01-17-23

Sponsored by Lear

First Reading _____

Second Reading _____

COUNCIL BILL 2023- 030

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, on behalf of the City, to enter into a
2 First Amendment to the Battlefield Wastewater Service Contract to
3 provide an expanded, Battlefield Annexation Boundary within which
4 Battlefield can annex in order to provide wastewater services.
5 _____
6

7 WHEREAS, on or about November 1, 2021, Springfield and the City of Battlefield
8 entered a new wastewater service agreement, City Contract #2021-1156, wherein
9 Springfield agreed to treat the wastewater from the City of Battlefield, in the area
10 designated in "Exhibit B" to the Contract; and
11

12 WHEREAS, the City of Battlefield desires to expand the Battlefield Annexation
13 Boundary area within which Battlefield can provide wastewater services through its
14 collection system, and Springfield agrees expansion of the Battlefield Annexation
15 Boundary as set forth in "Exhibit B-1" is in the interest of both parties; and
16

17 WHEREAS, pursuant to the terms of the Contract, modification of the Battlefield
18 Annexation Boundary must be made in writing and mutually agreed to by both parties.
19

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

23 Section 1 – The City Manager, or designee, is hereby authorized to enter into
24 the First Amendment to the Battlefield Wastewater Service Contract #2021-1156, said
25 Amendment to be substantially in form and content as "Exhibit A-1," which is attached
26 hereto and incorporated herein by this reference with such changes as shall be
27 approved by the City Attorney, and to do those things necessary to carry out the intent
28 of the Contract, First Amendment to the Contract, and this Ordinance.
29

30 Section 2 – This Ordinance shall be in full force and effect from and after
31 passage.
32

33 Passed at meeting: _____

34 _____
35 Mayor
36

37 Attest: _____, City Clerk
38

39 Filed as Ordinance: _____
40

41
42 Approved as to form: Jim Millington, Deputy City Attorney
43

44
45 Approved for Council action: Juan C. Hays, City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) BATTLEFIELD, MO	(3) FINANCE DEPARTMENT
		(4) LAW DEPARTMENT	(5) CITY CLERK'S OFFICE
EFFECTIVE DATE 11/01/2021	TERMINATION DATE	ADDENDUM # 01 TO CONTRACT # 2021-1156	
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1739 Fax: 417-864-2060 Attn: Errin Kemper, Environmental Services		City of Battlefield 5434 S Tower Dr Battlefield, MO 65619 Phone: (417) 883-5840 Attn:	

ADDENDUM

Entered into this ____ day of _____, 20____, for good and valuable consideration, the undersigned hereby agree that this Addendum shall become part of that certain Contract, #2021-1156 (hereinafter "Contract"), executed on the 1st day of November 2021, by the parties identified above.

WHEREAS, Springfield and the City of Battlefield entered into Contract No. #2021-1156, which included Exhibit B outlining Battlefield's city limits and the Battlefield Annexation Boundary (also known as the Urban Boundary); and

WHEREAS, Battlefield has requested an expanded urban boundary, and Springfield agrees with the request; and

WHEREAS, any modification to the Contract or its exhibits must be in writing and signed by both parties.

NOWHEREFORE, both parties agree as follows:

1. That pursuant to Section 206.B. on pages 26-28 of the Contract, Springfield and Battlefield mutually agree to expand the Battlefield Annexation Boundary, or urban area, set forth in Exhibit B, by deleting Exhibit B in its entirety, and replacing the same with Exhibit B-1 which is attached hereto and incorporated herein by this reference.
2. That Section 206.B. on pages 26-28 of the Contract is hereby deleted and replaced with a new Section 206.B. which reads as follows:

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

*i. Existing city limits of Battlefield, as shown in **Exhibit B-1** (city limits as of the effective date of this contract, or any mutually agreed to written revisions to **Exhibit B**) including the construction or acquisition of facilities for the collection and transportation of sewage arising within the corporate limits of Battlefield.*

*ii. Battlefield Annexation Battlefield Boundary- Battlefield may also provide sewer service to persons in an area outside its existing corporate limits in the area described in **Exhibit B-1** as the Battlefield Annexation Boundary, without the express written consent of Springfield if the area where sewer service is provided is annexed into Battlefield prior to providing the sewer service. Neither Battlefield nor Springfield shall permit persons outside the Battlefield Annexation Boundary shown in **Exhibit B-1** to connect to Battlefield's Sewer System without the express written consent of both parties. Connection to Springfield's POTW by persons outside Battlefield Annexation Boundary shall be on such terms and conditions as Springfield authorizes. All sewage within the Battlefield Annexation Boundary shown in **Exhibit B-1** shall be treated by Springfield.*

*iii. In order to induce Springfield to provide wastewater treatment to the area within the Battlefield Annexation Boundary, Battlefield agrees it will not extend its Sewer Collection System to any area outside of the Battlefield Annexation Boundary shown on **Exhibit B-1** without the written consent of Springfield. Springfield agrees that it will not extend Springfield's POTW to provide any sewer service into the area identified in **Exhibit B-1** as the Battlefield Annexation Boundary without the written consent of Battlefield.*

Whenever possible, the parties shall avoid the use of lift stations by using gravity sewers. In order to facilitate and encourage the use of gravity sewers, Battlefield may directly connect property which is located within its corporate limits to the POTW without any additional charge (other than the charges required by this agreement and any other charges which are charged by Springfield to properties outside the Battlefield Annexation Boundary to connect to the same sewer line) when such connection avoids the construction and use of a lift station provided the connection is made upon reasonable terms and conditions as determined by

Springfield's Director of Environmental Services. Springfield may also connect property outside of Battlefield Annexation Boundary shown in **Exhibit B-1** to the Battlefield Sewer System without any additional charge (other than the cost to Battlefield to pump) when such connection avoids the construction and use of a lift station provided the connection is made upon reasonable terms and conditions as determined by an engineer for Battlefield and the additional sewage does not count towards Battlefield's capacity.

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

3. That the Table of Contents on pages 2-3 of the Contract is hereby deleted and replaced with a new Table of Contents, attached and incorporated herein in its entirety, which includes and incorporates Exhibit B-1.
4. That all other provisions of the aforementioned Contract shall remain in full force and effect.
5. That this Addendum together with the Contract contain the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this Contract shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF BATTLEFIELD, MISSOURI

CITY OF SPRINGFIELD, MISSOURI

By: _____
Mayor

By: _____
City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

City Clerk

Date: _____

Date: _____

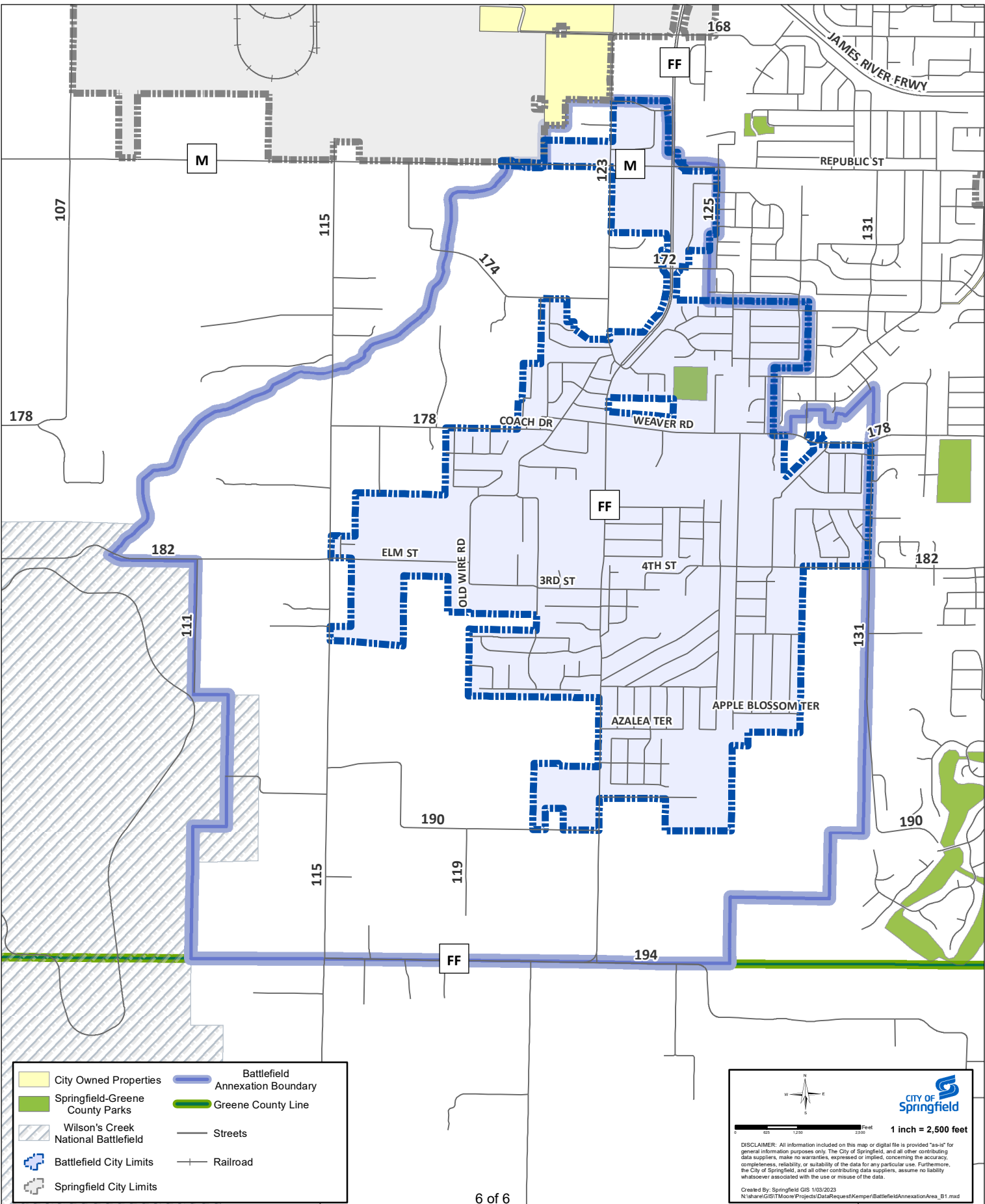
Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

Exhibit B-1





EXPLANATION TO COUNCIL BILL 2023-033 (SCHILLING)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Public Works

PURPOSE: A resolution authorizing the City Manager, or his designee, to apply for a State Revolving Fund Loan of up to \$13,000,000 paired with a Water Quality Incentive Grant of up to \$1,500,000 from the Missouri Department of Natural Resources for the purpose of funding construction of the Renew Jordan Creek – Main to Boonville Project. (Staff recommends approval.)

BACKGROUND INFORMATION:

1. Missouri's Clean Water State Revolving Fund ("SRF") Loan program is administered by the Missouri Department of Natural Resources ("MDNR") and provides low-interest loans to municipalities for stormwater infrastructure projects that improve water quality.
2. If selected, the SRF loan can be paired with a Water Quality Incentive Grant ("WQIG") of up to \$1,500,000, not to exceed 60% of the total loan funding request.
3. If received, the SRF loan will be repaid through 1/4-cent Capital Improvement Sales Tax revenues.
4. The State Revolving Fund loan application package is attached as "Exhibit A."

REMARKS: This Council Bill will authorize the City to apply for State Revolving Fund Loan and Water Quality Incentive Grant funding toward construction of Renew Jordan Creek – Main to Boonville. If the loan application is approved by MDNR, a separate Council Bill will be submitted to formally accept and budget the funds. Public Works recommends approval of this Council Bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 1/26/2023

Attachments:

1. SRF Loan - Renew Jordan Creek Project_res
2. SRF Loan-Renew Jordan Creek Project_exh A -AJC

One-rdg. X
P. Hrngs.
Pgs. 175
Filed: 01-31-23

Sponsored by: Schilling

COUNCIL BILL 2023-033 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee, to apply for a State Revolving Fund
2 Loan of up to \$13,000,000 paired with a Water Quality Incentive Grant
3 of up to \$1,500,000 from the Missouri Department of Natural
4 Resources for the purpose of funding construction of the Renew
5 Jordan Creek – Main to Boonville Project. (Staff recommends
6 approval.)
7 _____
8

9 WHEREAS, the City has the opportunity to apply to the Missouri Department of
10 Natural Resources (“MDNR”) for a low-interest loan, through the State Revolving Fund
11 (“SRF”) loan program, to fund stormwater infrastructure projects that improve water
12 quality; and
13

14 WHEREAS, if selected the SRF Loan can be paired with a Water Quality
15 Incentive Grant (“WQIG”) of up to \$1,500,000, not to exceed 60% of the total loan
16 funding request; and
17

18 WHEREAS, repayment of a low-interest SRF Loan would be funded through 1/4-
19 cent Capital Improvement Sales Tax revenues.
20

21 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
22 SPRINGFIELD, MISSOURI, as follows, that:
23

24 Section 1 – The City Manager, or his designee, is hereby authorized to apply for
25 a low-interest SRF Loan up to \$13,000,000 from MDNR, for the purpose of funding
26 construction of the Renew Jordan Creek – Main to Boonville Project.
27

28 Section 2 – This Resolution shall be in effect from and after passage.
29

30 Passed at meeting: _____
31

32 _____
33 Mayor
34

35 Attest: _____, City Clerk

36 Filed as Resolution: _____

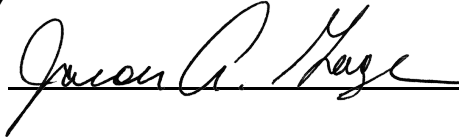
37

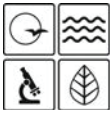
38

39 Approved as to form: , Assistant City Attorney

40

41

42 Approved for Council action: , City Manager



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM, FINANCIAL ASSISTANCE CENTER
CLEAN WATER STATE REVOLVING FUND LOAN APPLICATION

FOR OFFICE USE ONLY

DATE RECEIVED

FINANCIAL CODE

PRIORITY POINTS

This application is for a Clean Water State Revolving Fund Loan described in 10 CSR 20-4.040.
Submit application to Missouri Department of Natural Resources, Financial Assistance Center
P.O. Box 176, Jefferson City, MO 65102-0176. Please type or print legibly.

1. APPLICANT INFORMATION

NAME OF APPLICANT City of Springfield Missouri		DUNS NUMBER 006852255	
☒ Incorporated Municipality ☐ Public Water/Sewer District ☐ Other:			
APPLICANT TELEPHONE NUMBER WITH AREA CODE (417) 864-1990 Ext.		APPLICANT FAX NUMBER WITH AREA CODE	
APPLICANT MAILING ADDRESS 840 N. Boonville Avenue		APPLICANT EMAIL ADDRESS kpreston@springfieldmo.gov	
CITY Springfield	STATE MO	ZIP CODE + FOUR 65802	COUNTY Greene
AUTHORIZED REPRESENTATIVE NAME Dan Smith		AUTHORIZED REPRESENTATIVE TITLE Director of Public Works	
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION Kirkland Preston		TELEPHONE NUMBER WITH AREA CODE (417) 864-1990 Ext.	

2. ARCHITECTURAL AND ENGINEERING CONSULTANT INFORMATION

CONSULTING FIRM'S NAME Olsson		CONSULTANT'S NAME Jared Rasmussen	
CONSULTANT MAILING ADDRESS 550 St. Louis Street		EMAIL ADDRESS jrasmussen@olsson.com	
CITY Springfield	STATE MO	ZIP CODE + FOUR 65802	
CONSULTANT TELEPHONE NUMBER WITH AREA CODE (417) 763-2575 Ext.		CONSULTANT FAX NUMBER WITH AREA CODE	

3. GENERAL AND FINANCIAL INFORMATION

POPULATION (CURRENT CENSUS) 169,176		POPULATION OF AREA TO BE SERVED 169,176	
U.S. CONGRESSIONAL DISTRICT NUMBER(S) 7	STATE SENATE DISTRICT NUMBER(S) 30 & 20	STATE REPRESENTATIVE DISTRICT NUMBER(S) 131,132,133,134,135,136,137	
MEDIAN HOUSEHOLD INCOME (CURRENT CENSUS) 37,491.00	NUMBER OF CUSTOMERS 169,176		
CURRENT MONTHLY SEWER RATE (for 5,000 gallons) \$	PROPOSED MONTHLY SEWER RATE (for 5,000 gallons) \$		
SEWER REVENUES FOR MOST RECENT YEAR ENDED \$	FISCAL YEAR END FOR DATA USED ON APPLICATION		
SEWER OPERATING EXPENDITURES FOR MOST RECENT YEAR \$			
SYSTEM OUTSTANDING DEBT \$ 17,226,836.00		ANY DEBT HELD BY USDA RURAL DEVELOPMENT? ☐ Yes ☒ No	
EXISTING ANNUAL DEBT SERVICE \$			
WHAT IS YOUR COLLECTION DELINQUENCY RATE? %		ARE YOU CURRENTLY FUNDING DEPRECIATION? ☐ Yes ☒ No	
FROM A FINANCIAL STANDPOINT, DO YOU HAVE A COMBINED WATER AND SEWER SYSTEM? ☐ Yes ☒ No			
Does the applicant have a fiscal sustainability plan? ☐ Yes ☒ No See Form MO 780- 2661 (06-16) <i>A fiscal sustainability plan or certification is not required when the department is purchasing debt obligations (e.g. municipal bonds)</i>			

4. PROPOSED PROJECT INFORMATION

☐ Point Source Project		☒ Non-Point Source Project	
☒ Green Project Components (See Instructions)		Decentralized/Cluster Wastewater System	☐
Design-Build (See Instructions) ☐ Yes ☐ No		On-Site System Rehabilitation/Replacement	☐
		Other Non-Point Source Project	☒

Project Description. Include Green Project Components, if applicable (Attach Engineering Report):

See attached Engineering Report (Renew Jordan Creek - Main to Boonville 60% Design Stormwater Report). The Renew Jordan Creek Project is a stormwater conveyance and flood mitigation capital improvement project with extensive riparian restoration and green infrastructure features to improve water quality and treat non-point source pollutants in the urbanized watershed.

5. PERMIT INFORMATION

List National Pollutant Discharge Elimination System, or NPDES, Permit Number(s) of Water or Wastewater facilities affected by this project:

MO-0126322 (MS4)		

List Non-Permitted facilities to be eliminated by this project (attach list if necessary):

Name	Population Served	Type and Condition of Facility

6. PROJECT COST INFORMATION

Cost Estimate Dated: 07/12/2022		Cost Breakdown for EPA Designated Categories	
Engineering Planning and Design	\$	I. Secondary Treatment	\$
Engineering (Construction Phase)	\$	II. Advanced Treatment	\$
Engineering Inspection	\$	IIIA. Inflow/Infiltration Correction	\$
Land and Easements	\$	IIIB. Sewer Rehabilitation	\$
Construction	\$ 23,728,330.00	IVA. Collection Sewers	\$
Equipment	\$	IVB. Interceptor Sewers	\$
SRF Closing Costs (estimate 5 percent)	\$ 650,000.00	V. Combined Sewer Overflow Correction	\$
Other Costs (specify)	\$	VI. Storm Water	\$ 23,428,330.00
Contingencies	\$	VII. Non-Point Source	\$ 300,000.00
Refinancing	\$	X. Effluent Recycling/Reuse Total Project Costs	\$
Total Project Costs	\$ 24,378,330.00	Total Project Costs	\$ 24,378,330.00
Funding Request (this application only)	\$ 13,000,000.00	Funding Committed From Other Sources*	\$ 300,000.00

* Documentation committing other funds must be submitted with the application. EPA Section 319 Grant Agreement (attached)

7. DEBT INSTRUMENT

A. Bonds	B. Capital Improvements Sales Tax
Date of Bond Election	Date of Election 04/02/2019
Type of Bond	Dedicated? ☒ Yes ☐ No
Amount of Bond \$	Sunset Provision? ☒ Yes ☐ No

C. Other (specify):

Special Obligation Bond - Reimbursement via 1/4 Cent Capital Improvement Sales Tax revenues (see attached)

If a bond or tax issue has already been voted, please provide the following information.

- ☐ Affidavit of Publication of the Notice of Election
 ☐ Notice to Election Authority
 ☒ Ordinance/Resolution Calling the Election
☒ Copy of the Official Ballot
 ☒ Certified Election Results (Abstract of Votes)
☒ Minutes and Notice of Meeting Approving the Ordinance/Resolution

8. BOARD TRAINING

List any board training(s) related to wastewater utility management that current board members have attended in the last three years:

NA.

9. WATERSHED SUSTAINABILITY INFORMATION

WATER BODY AFFECTED BY PROPOSED PROJECT

Jordan Creek (Water Body ID # 3374)

- ☒ Check if this is the receiving water body
☒ Check if the body is classified
☐ If affected water body is not classified, provide the nearest downstream water body

Will the proposed project address an identified watershed problem? ☒ Yes ☐ No If yes, provide supporting documentation.

Does the proposed project serve more than one community? ☐ Yes ☒ No If yes, identify communities:

--	--	--

Does the proposed project eliminate the need for multiple wastewater treatment facilities? ☐ Yes ☒ No

Does the proposed project include measures to reduce demand for POTW capacity through water conservation, efficiency, or reuse?
☐ Yes ☒ No If yes, provide supporting documentation.

Does the proposed project include components for reusing or recycling wastewater, stormwater, or subsurface drainage water?
☐ Yes ☒ No If yes, provide supporting documentation.

Does the proposed project include green infrastructure components? ☒ Yes ☐ No If yes, provide supporting documentation.

Does the proposed project include energy efficiency components? ☐ Yes ☒ No If yes, provide supporting documentation.

Does the proposed project address groundwater pollution? ☐ Yes ☒ No

GROUNDWATER IS USED FOR:

NA

OTHER PROBLEMS ADDRESSED:

Jordan Creek is listed on the 2022 MDNR 303d list as impaired with the primary pollutant being polycyclic aromatic hydrocarbons (PAHs) due to urban non-point source pollution. This portion of Jordan Creek is a highly urbanized watershed subject to non-point source pollution impacts. The primary goal is for floodplain mitigation with numerous green infrastructure features, native planting, and riparian restoration to help address water quality issues for the watershed.

10. PROJECT TYPE (CHECK ALL THAT APPLY)

- ☐ Combined sewer overflow/sanitary sewer overflow Number of overflows per year: _____
☐ Wastewater Treatment Facility (specify) Antidegradation report submitted? ☐ Yes ☐ No ☐ N/A
 ☐ New facility
 ☐ Increase capacity/increase level of treatment
 ☐ Rehabilitation/process improvement
☐ Failing or failed on-site wastewater disposal system Percentage of systems failing: _____ %
 ☐ On-site system replacement/rehabilitation
 ☐ Construction of a decentralized wastewater system
 ☐ New collection system
☐ Collection system rehabilitation primarily to address inflow/infiltration
☐ New collection system
☐ Upgrade or expansion of existing collection system
☐ Storm water detention
☐ Agricultural Best Management Practice
☐ Landfill capping, leachate collection, side slope seepage prevention and control system, and monitoring wells

The project addresses groundwater pollution by:

- ☐ Addressing problems caused by petroleum storage tanks
☐ Addressing problems caused by a hazardous waste site participating in the department's Voluntary Cleanup Program
☐ Addressing water quality problems caused by inadequate landfill leachate collection systems

The project considers aquatic/riparian habitat by:

- ☒ Including measures to restore aquatic/riparian habitat and/or to prevent aquatic/riparian degradation

11. PROJECT SCHEDULE REQUIRED BY 10 CSR 20-4.040 (attach compliance schedule if applicable)

Milestone	Anticipated Date
A. Antidegradation Report (any new, expanded or upgraded wastewater treatment)	
B. Engineering Report and Facility Plan complete	07/08/2022
C. All other funding is secured (if necessary, bonds are voted)	12/29/2023
D. Engineering Plans and Specifications complete	06/30/2023
E. Construction start date	04/01/2024
F. Initiation of operations	
G. Project completion date	12/31/2025

12. THE FOLLOWING INFORMATION IS REQUIRED BY 10 CSR 20-4.040 AND MUST BE INCLUDED WITH THIS APPLICATION FORM:

- ☒ A project summary that includes the need for the project :
 ☒ The project components including maps or drawings showing the project location
 ☒ A cost estimate including a cost breakdown
☒ The most recent financial statement/audit

13. SUPPLEMENTAL INFORMATION – DOCUMENTATION MUST BE ATTACHED

- ☐ User charge system budgets showing revenues and expenses for the past five years.
- ☐ Documentation showing that an inflow/infiltration reduction program has been in place for the fast five years.
- ☐ Water or Energy Conservation Plan
- ☒ Proposed project is specifically identified in the applicant's master wastewater or capital improvement plan. (Master wastewater or capital improvement plan should be for a period of five or more years).
- ☐ Documentation indicating the percentage of failed on-site wastewater disposal systems to be replaced or rehabilitated.
- ☐ Governing board has received training related to the management and operation of wastewater infrastructure in the last three years.

CERTIFICATION:

The undersigned representative certifies that the information submitted in this application is true and correct to the best of his/her knowledge and that he/she is authorized to sign and submit this application. The applicant agrees, if a loan is awarded on the basis of this application, to comply with all applicable terms, conditions and procedures of the Department of Natural Resources, the applicable rules and regulations of the Missouri Clean Water Commission and the terms and conditions of the loan agreement.

Incomplete applications will be returned.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

NAME AND OFFICIAL TITLE (TYPE OR PRINT)

TELEPHONE NUMBER WITH AREA CODE

Ext.

PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)

SIGNATURE OF PREPARER

DATE

NAME AND TITLE (PRINT OR TYPE)

Kirkland Preston, Professional Engineer

TELEPHONE NUMBER WITH AREA CODE

417-864-1990

Ext.

Clean Water State Revolving Fund Loan Application Instructions for Form 780-1951

Note: Any funding assistance is subject to all State Revolving Fund (SRF) requirements. Potential applicants should contact the Missouri Department of Natural Resources' Financial Assistance Center prior to completing and submitting an application. Please contact the Financial Assistance Center at 573-751-1192 or toll free at 800-361-4827.

1. Print or type the applicant information. Include a street address if available. The applicant is the entity that will receive the loan funds, if awarded. Prior to receiving a loan, the entity must have a DUNS (Data Universal Numbering System) number. The DUNS number is a 9 digit number established and assigned by Dun and Bradstreet Inc., or D&B, to uniquely identify business entities. A DUNS number is available from D&B by telephone at 866-705-5711 or at <http://fedgov.dnb.com/webform>. The contact noted on the application should be knowledgeable about the application and able to be contacted during business hours.
2. Include the engineering firm name and the name of the professional engineer working on the project. Engineering firms must be procured in accordance with RSMo. 8.285 – 8.291.
3. The financial information will be used to determine the applicant's financial capabilities to carry out the proposed project. Please provide the most accurate information available.

Show the population of the entire service area. "The population to be served" will be different from the census population if the project is to sewer, or construct improvements in, a portion of the municipality or district.

Provide the state senate, state representative, and congressional district number(s) for the project area.

Provide the median household income based on the most recent decennial census.

The median household income data can be found online at

https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml.

Provide the current user rate for a 5,000 gallon user and what the estimated rate will be at project completion. Use the proposed rate if the project area is currently unsewered.

Please show the total sewer system revenues for the most recent year. Show when the accounting year ended if the fiscal year used is not the calendar year. If this is a new system, write in "new system."

Show the expenditures for the sewer system for the same fiscal year.

Outstanding Debt – Show the total debt on the wastewater system, or combined system.

Existing Annual Debt Service – Show annual payments (principal and interest) on all outstanding debt listed above.

List any other types of debt instruments and funding sources such as Neighborhood Improvement District, or NID, U.S. Department of Agriculture-Rural Development, Community Development Block Grants, etc. Supporting documentation should be attached to the application.

Collection delinquency rate is defined as bills that are never collected, not bills that don't get paid by the due date but are eventually collected later.

Check if the applicant has a combined water and sewer system.

Check if the applicant has a fiscal sustainability plan for the project if it involves the repair, replacement, or expansion of a publicly owned treatment works. Please see Form MO 780-2661 for reference.

4. Point source projects include those projects that directly or indirectly impact a National Pollutant Discharge Elimination System (NPDES), or NPDES, permitted facility. In addition, a proposed project that will ultimately result in the issuance of an NPDES permit is to be considered a point source project. A non-point source project is one that does not fit the point source project description, e.g., a project to rehabilitate or replace on-site wastewater systems, the construction of a decentralized (cluster) wastewater system, or riparian corridor restoration. Provide a brief project description. Green Project Components may include the following:

- Management of stormwater runoff at the local level through the use of natural systems, or engineered systems that mimic natural systems, to treat polluted runoff.
- Water or energy efficiency improvements.
- Environmentally innovative activities.

Check if the proposed project will be Design-Build as per Section 67.5070, RSMo. A “design-build contract” shall mean any contract that furnishes architecture or engineering services and construction services either directly or through subcontracts.

5. List the wastewater discharge permit numbers for all facilities affected by the proposed project.

List the non-permitted facilities to be eliminated by the proposed project.

6. Supply the cost estimates for the project. Land acquisition, surface and subsurface easements, places to store equipment and material during construction, land needed to locate eligible projects, and land integral to the treatment process are eligible for SRF funding. Funding recipients must certify compliance with the Uniform Relocation and Real Property Acquisition Act of 1970, P.L. 91-646, as amended. Call for additional guidance if land acquisition is related to a project to address non-point source pollution.

Provide a cost breakdown by category of need.

7. Provide information on existing or proposed ballot issues. If a bond or tax issue has already been voted, provide copies of all items listed at the top of page 3.

List other types of debt instruments and funding sources.

8. List any board trainings related to wastewater management that your board members have attended in the last 3 years.
9. Provide as much information as possible related to the watershed the project is located in, and the problems to be addressed by the project. Note if the water body is a classified water body per 10 CSR 20-7.031. This information will be used in determining the project priority in relation to other applications for funding.
10. Check the boxes that apply to the proposed project.
11. Provide the anticipated dates for the milestones listed. Put N/A in the space if the milestone isn't applicable to the project.

12. Information required by 10 CSR 20-4.040 must be submitted before the application will be prioritized.

This additional information, if provided, may allow for additional priority points. The applicant may submit other project related information that the applicant feels should be submitted with the application.

Incomplete Applications Will Be Returned

- Sign the application; attach any additional information that will enable the department to prioritize your wastewater needs.
- If you are using funds from U.S. Department of Agriculture-Rural Development or Department of Economic Development's Community Development Block Grant Program, be certain that you have included this information.
- Make a copy of the completed application for your records.
- Electronically transmitted applications will not be accepted.
- Mail the completed applications to:
Missouri Department of Natural Resources
Water Protection Program
Financial Assistance Center
P.O. Box 176
Jefferson City, MO 65102-0176

For More Information:

Missouri Department of Natural Resources
Water Protection Program
Financial Assistance Center
P.O. Box 176
Jefferson City, MO 65102-0176
800-361-4827 or 573-751-1192
FAX: 573-751-9396
www.dnr.mo.gov/env/wpp/srf/index.html



Renew Jordan Creek SRF Loan Application Narrative

January 2023

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PROJECT DESCRIPTION

The Renew Jordan Creek Project is located in Greene County, in downtown Springfield, Missouri, between N. Main Avenue and N. Boonville Avenue. In general, the project is a riparian and creek restoration project for Jordan Creek which is classified as a “Class P – stream that maintains a permanent flow in drought periods” per 10 CSR 20-7. Jordan Creek (Water Body ID # 3374) is also listed on the 2022 Missouri Department of Natural Resources 303d list as impaired with the primary pollutant being polycyclic aromatic hydrocarbons (PAHs) due to urban non-point source pollution.

The City of Springfield operates under the City’s National Pollutant Discharge Elimination System (NPDES) permit MO-0126322 for the City’s Municipal Separate Storm Sewer System (MS4). Renew Jordan Creek- Phase I (also known as Renew Jordan Creek – Main to Boonville) is listed on the City’s MS4 Annual Report (October 2022) as a future planned green infrastructure project with pending funding. The Renew Jordan Creek project will exemplify Minimum Control Measure (MCM) 8 by heavily incorporating green infrastructure and water quality design features to function alongside the flood control features of the project.

The vision for the Renew Jordan Creek project is the creation of an urban, greenspace amenity that will achieve the primary project goals of flood reduction and water quality improvement, by restoring the creek and planted riparian areas. The overall project will remove and disconnect impervious surface and associated pollution risks to surface water and groundwater from this sensitive, karst-influenced riparian corridor and floodplain. The project will construct a new open, naturalized channel along 1,100 linear feet of Jordan Creek and restore adjacent land as green space with riparian plantings. The City has acquired several miles of riparian buffer downstream of this property. This project would represent another significant step in a healthy, connected riparian corridor along Jordan Creek.

The design for Renew Jordan Creek includes several green infrastructure elements to provide further water quality benefits for the watershed. Design calls for wetland areas along the overbank areas of the creek to capture and treat known, specific stormwater outfalls. In addition, the design incorporates permeable pavers, and extensive use of Silva Cells, for stormwater storage and treatment, at locations for trees within proposed plaza areas. Landscapes have been carefully designed with the assistance of ecological consultants to select hearty, well-suited Missouri native plants for water quality and wildlife habitat.

DEBT INSTRUMENT DOCUMENTATION

As a constitutional charter home rule municipality, the City of Springfield intends to issue DNR Special Obligation Bonds evidencing annual tax revenues (¼ Cent Sales Tax) for loan repayment. The current voter-approved ¼ Cent Sales Tax period will sunset on September 30, 2039 and the City intends to allocate a portion of the ¼ Cent Sales Tax revenues as repayment source. The following supporting information and documents are attached to this SRF application:

- City of Springfield Ordinance 27126 (First Reading October 22, 2018, Second Reading November 5, 2018)
 - A special ordinance to submit to qualified voters on April 2, 2019 the question of whether to continue the one-fourth of one percent Capital Improvements Sales Tax for a period of twenty years.
- Greene County Candidates and Ballot Issues April 2, 2019.
 - Question 1, Springfield: “Shall the City of Springfield, Missouri continue to impose a sales tax of one-fourth of one percent for the purpose of funding Capital Improvements, with the tax to sunset in twenty years?”
- Greene County Clerks Election Result from April 2, 2019.
 - Question 1, Springfield results indicating 77.40% votes for “YES”
- Annual historical revenues of the ¼ Cent Capital Improvement Sales Tax.
 - Portion of the annual ¼ Cent Capital Improvement Sales Tax revenues would be allocated toward designated repayment mechanism.
- Special Obligation Bond email correspondence: DNR-City of Springfield-Gilmore & Bell (November 2022)

ANTICIPATED PROJECT FUNDING

Renew Jordan Creek is expected to be funded by the following funding sources. Due to pending grant funding, the City has elected to apply for an SRF loan amount of \$13 Million to fully fund the project in the event that the pending grant applications are unsuccessful.

Grant/Funding Description	Value
Level Property Tax	\$2,500,000
Local ARPA Funding	\$500,000
EPA 319 Grant/MDNR	\$300,000
NRDAR Grant (pending council budgeting)	\$400,000
1/4c Sales Tax - Box Culvert (pending council budgeting)	\$2,860,000
1/8c Transportation Sales Tax	\$1,500,000
ES Green Infrastructure Funding (Pending Council budgeting)	\$3,000,000
MDC Community Conservation Grant (pending grant agreement)	\$30,000
MDNR ARPA Stormwater Grant (notified of award Nov. 2022)	\$5,000,000
FHWA BIP Grant (application Sept.2022)	\$6,310,000
MDNR LWCF Grant (application Nov. 2022)	\$500,000
MODED Community Revitalization Grant (Application Nov. 2022)	\$3,749,711
MDNR SRF Loan Program (application pending)	\$13,000,000
Total Construction Cost (2022 cost estimate)	~\$24.5Million

ANTICIPATED PROJECT SCHEDULE

The Renew Jordan Creek project has been intentionally designed to be transformational for downtown Springfield and is a priority for the City. The City of Springfield is fully committed to funding and constructing the Renew Jordan Creek. The design is anticipated to be completed by Summer/Fall 2023 allowing the City to proceed with construction as early as Spring 2024, once all funding has been secured and permits obtained. Construction of Renew Jordan Creek is expected to be completed before 2026.

RENEW JORDAN CREEK COST ESTIMATE (ATTACHMENTS)

Cost estimate was derived in June 2022 based on 60% design developed by the City's Engineer (Olsson) in partnership with the City's Construction Manager (Branco Enterprises).

Construction cost estimate is reflective of subcontractor estimates compiled by Branco for certain scopes of work (i.e. landscaping and other specialty subcontractors) and the line items that would be constructed by Branco as the general contractor. Costs include costs for General Conditions and construction manager fees for construction of the project. A copy of the 60% construction cost estimate is included in Attachment at the end of this SRF Loan Application Narrative.

RENEW JORDAN CREEK ENGINEERING REPORT AND PLAN EXCERPTS (ATTACHMENTS)

A copy of the Engineering Report, Project Location, and Plans are included in Attachment at the end of this SRF Loan Application Narrative.

ATTACHMENTS

DEBT INSTRUMENT DOCUMENTATION

One-rdg. X
P. Hrngs.
Pgs. 6
Filed: 10-16-18

Sponsored by: Hosmer

First Reading: October 22, 2018

Second Reading: November 5, 2018

COUNCIL BILL 2018 - 253

SPECIAL ORDINANCE 27126

AN ORDINANCE

1 CALLING an election on Tuesday, April 2, 2019, in the City of Springfield, Missouri, to
2 submit to the qualified voters the question of whether to continue the one-
3 fourth of one percent Capital Improvements Sales Tax for a period of twenty
4 years; authorizing the City Clerk to do all things necessary and convenient to
5 submit said question; and declaring an emergency.
6
7

8 WHEREAS, Section 94.577 RSMo., amended, authorizes City Council to levy a
9 one-fourth of one percent Capital Improvements Sales Tax on all retail sales made
10 within the City for the purpose of funding capital improvements; and
11

12 WHEREAS, at an election on August 8, 1989, the voters did approve the
13 imposition of a one-fourth of one percent Capital Improvements Sales Tax on all retail
14 sales made within the City the purpose of funding capital improvements for a period of
15 three years; and
16

17 WHEREAS, at elections on August 4, 1992, February 7, 1995, February 3, 1998,
18 February 6, 2001, February 3, 2004, February 6, 2007, June 8, 2010, April 2, 2013, and
19 April 5, 2016, the voters approved the continuation of said tax; and
20

21 WHEREAS, the continuation of the one-fourth of one percent capital
22 improvements sales tax would allow the City to fund capital improvement projects
23 including traditional infrastructure projects, projects started in previous 1/4-cent Capital
24 Improvements Sales Tax renewals, and new projects; and
25

26 WHEREAS, the City finds it desirable to submit the question of continuing the
27 one-fourth of one percent Capital Improvements Sales Tax for the purpose of funding
28 capital improvements at an election to be held on April 2, 2019.
29

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

Section 1 – An election is hereby called and ordered to be held in the City of Springfield, Missouri, on April 2, 2019, for the purpose of submitting to the qualified voters of the City the question of continuing the current one-fourth of one percent Capital Improvements Sales Tax for a period of twenty-years.

Section 2 – The ballot to submit the issue referenced in Section 1 shall be in substantially the same form as the following:

OFFICIAL BALLOT
CITY ELECTION
CITY OF SPRINGFIELD, MISSOURI

Shall the City of Springfield, Missouri continue to impose a sales tax of one-fourth of one percent for the purpose of funding capital improvements, with the tax to sunset in twenty years?

(Note: There will be no increase in the current sales tax level if the one-fourth of one percent Capital Improvements Tax is continued.)

- → Yes - → No

INSTRUCTIONS TO VOTERS:

To vote FOR the question, complete the arrow opposite YES.

To vote AGAINST the question, complete the arrow opposite NO.

Section 3 – The Greene County Clerk is hereby authorized to conduct an election in a manner consistent with the provisions of Chapter 115, RSMo.

Section 4 – The City Clerk is hereby authorized and directed to notify the Greene County Clerk of the adoption of this Ordinance as soon as practicable, but no later than 5:00 p.m. on the tenth Tuesday prior to April 2, 2019, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo. or any other law. The City Clerk is authorized to do all things necessary and convenient to ensure that the question is properly submitted to the voters on April 2, 2019.

Section 5 – City Council finds and declares, in accordance with City Charter section 2.12, that this Ordinance qualifies as an emergency because it relates to the calling of an election and so may be approved by the City Council on the same day as its introduction.

82
83
84



Mayor

88 Filed as Ordinance: November 5, 2018

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

EXPLANATION TO COUNCIL BILL 2018- 253

FILED: 10-16-18

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To call an election on Tuesday, April 2, 2019, in the City of Springfield, Missouri, to submit to the qualified voters the question of whether to continue the one-fourth of one percent Capital Improvements Sales Tax for a period of twenty years; authorizing the City Clerk to do all things necessary and convenient to submit said question; and declaring an emergency.

BACKGROUND INFORMATION: The citizens of Springfield first approved the 1/4-cent Capital Improvements Sales Tax in August 1989 with a sunset provision. The citizens also approved subsequent 1/4-cent Capital Improvements Sales Tax referendums with the last approval in April 2016.

City Council reviewed a list of the initial programs and projects on October 2, 2018. The list being proposed for the first 5 years of this 1/4-cent referendum was developed using priorities identified in the Transportation and Capital Improvements Survey that 1,504 people participated in.

All projects promised in the previous 1/4-cent Capital Improvements Sales Tax referendums have been completed, are under contract, or will be under contract in 2019. This ordinance will place the extension of the 1/4-cent Capital Improvements Sales Tax on the ballot for April 2, 2019. It is estimated that the sales tax will generate approximately \$59,250,000 during the first five (5) years of the proposed twenty-year extension. Attached is a list of proposed programs and projects to be funded during the first five years ("Exhibit A") totaling an estimated \$50,800,000, plus a reserve for project contingencies and overhead expenses of \$8,450,000. The reserve for contingencies includes \$3,450,000 that is anticipated to be allocated for the construction of one of the three "Design & Partial Right of Way" projects shown in "Exhibit A" once design is completed for those projects and will require future City Council approval of those construction funds. As in the past, the proposed project list includes traditional infrastructure projects, continuation projects started in previous 1/4-cent Capital Improvements Sales Tax renewals, and new projects.

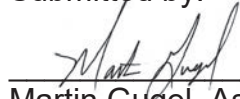
Passage of the 1/4-cent Capital Improvements Sales Tax by voters will extend the tax through September 30, 2039. Public engagement, including public surveys, will continue to occur on a regular basis to collect feedback that will be used in the selection of future projects and programs. In addition, as project planning occurs, the six-year Capital Improvement Plan will continue to be brought to City Council for review and approval each year. Use of funding from the 1/4-cent Capital Improvements Sales Tax is also reviewed and monitored by the Citizens Tax Oversight Committee.

Supports three of the four City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

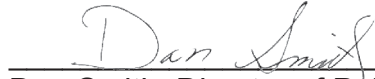
REMARKS: Public Works recommends passage of this Council bill. This bill is being presented as an emergency measure, but it is anticipated that the bill will have two separate readings at two separate City Council meetings. The bill is offered as an emergency to give Council the opportunity to amend the bill during the second reading without having to hold the bill over for an additional meeting.

Submitted by:



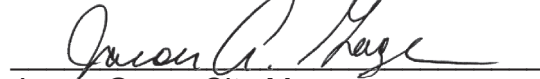
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

2019-2039 1/4 Cent Sales Tax Program - 20 Years

Draft of Proposed Projects for Years 2019-2024 (Years 1 to 5)

Projected 2019-2039 1/4 Cent Revenues (Years 1 to 20 - Oct 2019 to Sept 2039)	265,500,000
Less: Projected 2024-2039 1/4 Cent Revenues (Years 6 to 20 - Oct 2024 to Sept 2039)	<u>(206,250,000)</u>
Projected 2019-2024 1/4 Cent Revenues (Years 1 to 5 - Oct 2019 to Sept 2024)	59,250,000
Reserves for Years 1 to 5 (Project Contingencies & Overhead)	<u>(5,000,000)</u>
2019-2024 Estimated Revenues Available for Capital Improvements (Years 1 to 5)	54,250,000

Traditional Programs:

Public/Private Shared Cost and Economic Development	2,580,000
Sidewalk/Curb/Gutter & Ramp Construction	4,200,000
School Sidewalk Program	1,700,000
Neighborhood Initiative Program	1,000,000
Metro/Safety Signs and Markings (<i>includes bike routes</i>)	1,500,000
Major Street Resurfacing/Rehabilitation (<i>includes portions of Battlefield, Sunshine, & National</i>)	7,700,000
Traffic Signal/Traffic Calming Program (<i>includes signal improvements at National/Commercial</i>)	2,000,000
Minor Neighborhood Improvements (Pothole Funds)	1,000,000
Center City Development (<i>Includes Jefferson Avenue Streetscape - Walnut to St. Louis</i>)	1,700,000
Reforestation & Landscaping Improvements	3,500,000
Total Traditional Programs	26,880,000

Continuation Projects

Galloway Street (Luster to Lone Pine)	6,600,000
Division Street (National to Glenstone)	3,250,000

Design & Partial Right-of-Way (ROW)

Kansas Avenue (Maplewood to Walnut Lawn)	750,000
Fremont Avenue (Erie to Independence)	720,000
Campbell Avenue (Republic to Westview)	400,000

New Projects

Scenic Avenue Bridge over Wilson's Creek	1,500,000
Walnut Street Bridge over Jordan Creek	1,000,000
National/Sunset Intersection Improvements	800,000
Battlefield/Lone Pine Intersection Improvements	800,000
West Bypass & Kearney Intersection Improvements	300,000
Division Street Sidewalk (West Avenue to Kansas Expressway)	200,000

<u>Storm Water Permit Compliance (Water Quality) & Flood Control Projects</u>	<u>7,600,000</u>
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Total Projects	23,920,000
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Total Traditional Programs & Projects for 2019-2024 (Years 1 to 5 - Oct 2019 to Sept 2024)	50,800,000
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Uncommitted 2019-20124 Estimated Revenues Available for Future Projects To Be Determined	3,450,000
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**April 2, 2019 General Election
Candidates and Ballot Issues
City of Springfield**

**For Mayor
Two Year Term
Vote for 1**

☐ KEN MCCLURE

**For Council Member- Zone 4
The Remainder of a Four Year Term
Vote for 1**

☐ MATTHEW SIMPSON

**For Council Member- Zone 2
Four Year Term
Vote for 1**

☐ ABE MCGULL

**For Council Member- General Seat C
Four Year Term
Vote for 1**

☐ ANDREW LEAR

☐ JAYE OWENS

☐ AMY CHAMPLIN

**For Council Member- Zone 3
Four Year Term
Vote for 1**

☐ NOAH SNELSON

☐ MIKE SCHILLING

**For Council Member- General Seat D
Four Year Term
Vote for 1**

☐ RICHARD OLLIS

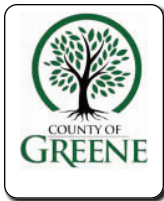
Question 1

Shall the City of Springfield, Missouri continue to impose a sales tax of one-fourth of one percent for the purpose of funding capital improvements, with the tax to sunset in twenty years?

(Note: There will be no increase in the current sales tax level if the one-fourth of one percent Capital Improvements Tax is continued.)

☐ YES

☐ NO



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Summary Report for April 02, 2019

Results are Official Final as certified by the County Clerk

SUMMARY REPT-GROUP DETAIL

April 2, 2019 Municipal
Greene County, MO
Official Results

Report EL45/

Run Date:04/11/19 03:46 PM

	TOTAL VOTES	%	Elec Day	Absentee	CPL
PRECINCTS COUNTED (OF 78)	78	100.00			
REGISTERED VOTERS - TOTAL	174,491				
BALLOTS CAST - TOTAL	30,160		28,029	1,442	689
BALLOTS CAST - BLANK	6	.02	6	0	0
VOTER TURNOUT - TOTAL		17.28			
VOTER TURNOUT - BLANK					
ALDERMAN ASH GROVE WARD 1					
(VOTE FOR) 1					
DAN DOWNING	19	20.00	16	3	0
BILL WAGNER	45	47.37	44	1	0
JAN LEHMKUHL	30	31.58	28	2	0
WRITE-IN	1	1.05	1	0	0
ALDERMAN ASH GROVE WARD 2					
(VOTE FOR) 1					
PAT HURLEY	77	93.90	76	1	0
WRITE-IN	5	6.10	5	0	0
BOARD OF DIRECTORS R-8 LOGAN ROGERSVILLE					
(VOTE FOR) 2					
JULIE GIPSON	413	27.77	388	20	5
JEFFREY WAYNE BARITEAU	319	21.45	303	10	6
STEPHANIE J MILLER	436	29.32	411	19	6
RICHARD E BURNEY	294	19.77	279	8	7
WRITE-IN	25	1.68	23	0	2
MAYOR STRAFFORD					
(VOTE FOR) 1					
ASHLEY FRENCH	204	93.15	200	2	2
WRITE-IN	15	6.85	15	0	0
ALDERMAN STRAFFORD WARD 1					
(VOTE FOR) 1					
CHRIS WOHL	64	96.97	61	2	1
WRITE-IN	2	3.03	2	0	0

[Exhibit A]

ALDERMAN STRAFFORD WARD 2

(VOTE FOR) 1

JEFF LARIMER	58	95.08	58	0	0
WRITE-IN.	3	4.92	3	0	0

ALDERMAN STRAFFORD WARD 3

(VOTE FOR) 1

J.C. "ANDY" ANDERSON.	95	97.94	94	0	1
WRITE-IN.	2	2.06	2	0	0

SUMMARY REPT-GROUP DETAIL

April 2, 2019 Municipal
Greene County, MO
Official Results

Report EL45/

Run Date:04/11/19 03:46 PM

TOTAL VOTES	%	Elec Day	Absentee	CPL
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MAYOR FAIR GROVE

(VOTE FOR) 1

ANTHONY MILLER.	126	91.97	124	2	0
WRITE-IN.	11	8.03	10	1	0

ALDERMAN FAIR GROVE WARD 1

(VOTE FOR) 1

STEPHEN SHORT	25	49.02	25	0	0
DAYNA J. AULT	26	50.98	26	0	0
WRITE-IN.	0		0	0	0

ALDERMAN FAIR GROVE WARD 2

(VOTE FOR) 1

DENNIS ROE	52	98.11	48	4	0
WRITE-IN.	1	1.89	1	0	0

ALDERMAN FAIR GROVE WARD 3

(VOTE FOR) 1

RICHARD ICENHOWER.	34	61.82	34	0	0
THEODORE WOLF	21	38.18	21	0	0
WRITE-IN.	0		0	0	0

ALDERMAN ROGERSVILLE WARD 1

(VOTE FOR) 1

MARJORIE GELZ	17	94.44	17	0	0
WRITE-IN.	1	5.56	1	0	0

ALDERMAN ROGERSVILLE WARD 2

(VOTE FOR) 1

LEON RODERICK	25	100.00	24	0	1
WRITE-IN.	0		0	0	0

BOARD OF DIRECTORS R-12 SPRINGFIELD

(VOTE FOR) 2

SHURITA THOMAS-TATE	9,092	26.32	8,288	424	380
ALINA LEHNERT	12,800	37.06	11,792	658	350
CHARLES A. TAYLOR.	12,293	35.59	11,280	721	292
WRITE-IN.	358	1.04	323	16	19

BOARD OF DIRECTORS R-6 PLEASANT HOPE

(VOTE FOR) 2

SHERYL R. KYLE.	18	20.00	16	2	0
ERIC WADE MARVIN	17	18.89	16	1	0
MISTY LYNN MITCHELL	26	28.89	25	1	0
TAMARA (TAMMY) LYNN HILLENBURG	29	32.22	28	1	0
WRITE-IN.	0		0	0	0

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Greene County, MO
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TOTAL VOTES	%	Elec Day	Absentee	CPL
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[Exhibit A]

MAYOR WILLARD

(VOTE FOR) 1

COREY HENDRICKSON.	169	94.41	156	9	4
WRITE-IN.	10	5.59	10	0	0

ALDERMAN WILLARD WARD 1

(VOTE FOR) 1

WRITE-IN.	18	100.00	17	1	0
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ALDERMAN WILLARD WARD 2

(VOTE FOR) 1

SAMUEL SNIDER	74	97.37	67	5	2
WRITE-IN.	2	2.63	2	0	0

ALDERMAN WILLARD WARD 3

(VOTE FOR) 1

LARRY WHITMAN	50	100.00	48	1	1
WRITE-IN.	0		0	0	0

BOARD MEMBER FAIR GROVE FIRE

(VOTE FOR) 1

GERVAIS BUB HERBERT	108	29.67	106	2	0
JOSH BUTLER.	253	69.51	245	8	0
WRITE-IN.	3	.82	3	0	0

DIRECTOR R-6 STRAFFORD

(VOTE FOR) 2

NANCY DOLLINS	444	42.69	434	8	2
TIMMY GOODIN	351	33.75	339	8	4
ANDREW C. SEMPLE	234	22.50	228	6	0
WRITE-IN.	11	1.06	11	0	0

DIRECTORS R-10 FAIR GROVE

(VOTE FOR) 2

JENNIFER HARP	190	28.70	182	8	0
CHERYL KEPES	208	31.42	204	4	0
TANNER K DOWLING	166	25.08	163	3	0
THOMAS VOORHIS.	97	14.65	94	3	0
WRITE-IN.	1	.15	1	0	0

2 YEAR ALDERMAN BATTLEFIELD WARD 1

(VOTE FOR) 1

STEPHEN ESTERLINE.	150	100.00	141	2	7
WRITE-IN.	0		0	0	0

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1 YEAR ALDERMAN BATTLEFIELD WARD 1

(VOTE FOR) 1

RON YANCEY	151	100.00	143	1	7
WRITE-IN.	0		0	0	0

2 YEAR ALDERMAN BATTLEFIELD WARD 2

(VOTE FOR) 1

ROCKY COMPTON	168	94.38	159	7	2
WRITE-IN.	10	5.62	10	0	0

1 YEAR ALDERMAN BATTLEFIELD WARD 2

(VOTE FOR) 1

WRITE-IN.	42	100.00	41	1	0
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2 YEAR ALDERMAN BATTLEFIELD WARD 3



[Exhibit A]

(VOTE FOR) 1					
JIM CLEMMONS	166	98.22	157	4	5
WRITE-IN.	3	1.78	1	2	0

1 YEAR ALDERMAN BATTLEFIELD WARD 3

(VOTE FOR) 1					
TIM RICKE	162	99.39	151	6	5
WRITE-IN.	1	.61	1	0	0

COUNCIL MEMBER REPUBLIC WARD 1

(VOTE FOR) 1					
BRANDON SELF	293	96.07	268	13	12
WRITE-IN.	12	3.93	12	0	0

COUNCIL MEMBER REPUBLIC WARD 2

(VOTE FOR) 1					
GERRY POOL	132	49.44	120	11	1
MEAGEN A. DURAN	131	49.06	125	4	2
WRITE-IN.	4	1.50	4	0	0

COUNCIL MEMBER REPUBLIC WARD 3

(VOTE FOR) 2					
JOHN M. JONES	190	29.46	186	2	2
MATT RUSSELL	265	41.09	252	6	7
CHRISTOPHER UPDIKE	120	18.60	116	0	4
CHET PEARMAN	59	9.15	58	0	1
WRITE-IN.	11	1.71	11	0	0

COUNCIL MEMBER REPUBLIC WARD 4

(VOTE FOR) 1					
JAMES L. DEICHMAN.	330	96.21	316	9	5
WRITE-IN.	13	3.79	10	3	0

SUMMARY REPT-GROUP DETAIL

April 2, 2019 Municipal
Greene County, MO
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Report EL45/

Run Date:04/11/19 03:46 PM

	TOTAL VOTES	%	Elec Day	Absentee	CPL
DIRECTORS R-5 WALNUT GROVE					
(VOTE FOR) 2					
DAWNA R. MILLER	104	43.15	99	4	1
BRANDON SMITH	51	21.16	48	3	0
DEBORAH LYNN GEHRIS	83	34.44	79	3	1
WRITE-IN.	3	1.24	3	0	0
DIRECTORS R-5 MARION C. EARLY					
(VOTE FOR) 2					
CHRISTY WIEBE	11	20.75	10	1	0
GINGER BUMGARNER	21	39.62	20	1	0
CHRIS HAMPTON	16	30.19	16	0	0
BRIAN JESS	5	9.43	5	0	0
WRITE-IN.	0		0	0	0
ALDERMAN WALNUT GROVE NORTH WARD					
(VOTE FOR) 1					
JUDY F. MALLOY.	10	47.62	10	0	0
FRED RUTH	11	52.38	11	0	0
WRITE-IN.	0		0	0	0
ALDERMAN WALNUT GROVE SOUTH WARD					
(VOTE FOR) 1					
BILL FERGUSON	61	98.39	58	2	1
WRITE-IN.	1	1.61	1	0	0
MAYOR SPRINGFIELD					
(VOTE FOR) 1					
KEN MCCLURE.	14,151	100.00	12,982	800	369



[Exhibit A]

COUNCIL MEMBER SPRINGFIELD ZONE 2

(VOTE FOR) 1

ABE MCGULL	3,380	100.00	3,072	203	105
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COUNCIL MEMBER SPRINGFIELD ZONE 3

(VOTE FOR) 1

NOAH SNELSON	779	25.48	711	43	25
MIKE SCHILLING.	2,278	74.52	2,043	156	79

COUNCIL MEMBER SPRINGFIELD ZONE 4

(VOTE FOR) 1

MATTHEW SIMPSON	5,378	100.00	4,974	282	122
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COUNCIL MEMBER SPRINGFIELD SEAT C

(VOTE FOR) 1

ANDREW LEAR.	7,123	49.24	6,593	400	130
JAYE OWENS	2,287	15.81	2,081	146	60
AMY CHAMPLIN	5,056	34.95	4,624	259	173

SUMMARY REPT-GROUP DETAIL

April 2, 2019 Municipal
Greene County, MO
Official Results

Report EL454

Run Date:04/11/19 03:46 PM

TOTAL VOTES	%	Elec Day	Absentee	CPL
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COUNCIL MEMBER SPRINGFIELD SEAT D

(VOTE FOR) 1

RICHARD OLLIS	13,235	100.00	12,139	733	363
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DIRECTOR 1 YEAR R-5 MARION C. EARLY

(VOTE FOR) 1

CASSI HARPER	25	96.15	24	1	0
WRITE-IN.	1	3.85	1	0	0

DIRECTORS R-4 ASH GROVE

(VOTE FOR) 2

JEANA LORAIN SCROGGINS.	302	37.33	289	11	2
MICHAEL GRAY	273	33.75	261	9	3
JIMMY WHEELER	232	28.68	220	11	1
WRITE-IN.	2	.25	2	0	0

DIRECTORS 3 YEARS R-2 WILLARD

(VOTE FOR) 2

KIP A. BAKER	679	38.80	623	39	17
JANELL ROYAL	638	36.46	573	43	22
DOUGLAS WAYNE PATILLO	412	23.54	383	19	10
WRITE-IN.	21	1.20	21	0	0

DIRECTORS 2 YEAR R-2 WILLARD

(VOTE FOR) 1

JENNIFER FICKBOHM.	670	62.04	615	38	17
JAMES BERRY.	393	36.39	362	22	9
WRITE-IN.	17	1.57	17	0	0

DIRECTORS R-3 REPUBLIC

(VOTE FOR) 2

RUSTY SWIFT.	966	32.73	912	32	22
TRAVIS L. EDWARDS.	1,037	35.14	979	40	18
SAM HAYES	927	31.41	878	26	23
WRITE-IN.	21	.71	19	2	0

PROPOSITION S R-12 SPRINGFIELD

(VOTE FOR)

YES	14,834	61.22	13,643	729	462
NO.	9,395	38.78	8,775	484	136



[Exhibit A]

QUESTION 1 R-8 LOGAN ROGERSVILLE

(VOTE FOR) 1

YES	688	72.27	656	24	8
NO.	264	27.73	245	14	5

SUMMARY REPT-GROUP DETAIL

April 2, 2019 Municipal
Greene County, MO
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Report EL45/

Run Date:04/11/19 03:46 PM

	TOTAL VOTES	%	Elec Day	Absentee	CPL
QUESTION 2 R-8 LOGAN ROGERSVILLE					
(VOTE FOR) 1					
YES	477	50.05	455	16	6
NO.	476	49.95	447	22	7

QUESTION 1 REPUBLIC

(VOTE FOR) 1

YES	646	42.81	613	18	15
NO.	863	57.19	818	33	12

QUESTION 2 REPUBLIC

(VOTE FOR) 1

YES	1,215	84.38	1,149	42	24
NO.	225	15.63	213	9	3

QUESTION 3 REPUBLIC

(VOTE FOR) 1

YES	736	50.79	695	23	18
NO.	713	49.21	677	27	9

QUESTION 4 REPUBLIC

(VOTE FOR) 1

YES	696	48.74	658	21	17
NO.	732	51.26	693	29	10

QUESTION 5 REPUBLIC

(VOTE FOR) 1

YES	839	60.53	789	28	22
NO.	547	39.47	520	22	5

QUESTION 6 REPUBLIC

(VOTE FOR) 1

YES	777	55.30	734	26	17
NO.	628	44.70	594	24	10

QUESTION 7 REPUBLIC

(VOTE FOR) 1

YES	1,109	78.37	1,054	34	21
NO.	306	21.63	283	17	6

QUESTION 8 REPUBLIC

(VOTE FOR) 1

YES	1,004	71.87	943	38	23
NO.	393	28.13	376	13	4

SUMMARY REPT-GROUP DETAIL

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Greene County, MO
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	TOTAL VOTES	%	Elec Day	Absentee	CPL
QUESTION 9 REPUBLIC					
(VOTE FOR) 1					
YES	961	70.45	908	35	18
NO.	403	29.55	382	12	9



[Exhibit A]

QUESTION 10 REPUBLIC

(VOTE FOR) 1

YES	982	71.26	933	29	20
NO.	396	28.74	369	20	7

PROPOSITION 1 BATTLEFIELD

(VOTE FOR) 1

YES	424	77.37	397	14	13
NO.	124	22.63	123	1	0

PROPOSITION 1 BOIS D'ARC FIRE

(VOTE FOR) 1

YES	138	71.50	130	6	2
NO.	55	28.50	51	3	1

QUESTION 1 R-6 PLEASANT HOPE

(VOTE FOR) 1

YES	34	55.74	32	2	0
NO.	27	44.26	25	2	0

QUESTION 2 R-6 PLEASANT HOPE

(VOTE FOR) 1

YES	37	60.66	33	4	0
NO.	24	39.34	24	0	0

PROPOSITION K.I.D.S. R-6 STRAFFORD

(VOTE FOR) 1

YES	504	80.00	489	10	5
NO.	126	20.00	123	3	0

QUESTION WALNUT GROVE

(VOTE FOR) 1

YES	51	57.30	49	1	1
NO.	38	42.70	37	1	0

QUESTION 1 SPRINGFIELD

(VOTE FOR) 1

YES	13,198	77.40	12,120	724	354
NO.	3,853	22.60	3,577	213	63

Results are Official Final as certified by the County Clerk

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CITY OF SPRINGFIELD

1/4-CENT CAPITAL IMPROVEMENT SALES TAX

1/4 CENT SALES TAX REVENUES

	<u>Fiscal Year</u>				
<u>Month</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
July	1,128,914.69	1,131,724.70	1,086,179.55	950,267.62	1,145,788.46
August	678,751.41	768,119.52	735,623.83	828,568.17	943,055.24
September	1,012,924.95	1,049,345.81	1,214,902.17	1,251,515.33	1,430,632.41
October	873,194.19	840,046.37	905,716.75	943,114.06	1,168,822.12
November	628,644.66	784,213.53	739,691.53	801,576.07	911,082.63
December	1,312,686.73	1,004,653.97	1,078,471.65	1,121,350.21	1,288,174.40
January	771,168.94	1,067,893.63	1,018,543.09	991,505.82	1,089,859.61
February	901,446.33	883,812.11	861,751.68	875,052.83	1,091,362.97
March	1,061,687.84	1,051,381.22	1,055,494.31	1,177,839.75	1,159,585.84
April	855,109.94	908,085.33	909,152.43	907,130.14	1,104,851.40
May	810,401.69	754,078.68	787,827.23	912,834.11	1,043,084.96
June	953,616.85	1,063,243.49	1,005,434.32	1,297,257.30	1,446,296.72
TOTAL	10,988,548.22	11,306,598.36	11,398,788.54	12,058,011.41	13,822,596.76

Note: Fiscal year revenue totals above are cash basis, not accrual basis per annual financial statements.

From: [Shafton, Tracy \(G&B\)](#)
To: [Holtmann, David](#)
Subject: RE: Question about DNR SRF IUP and WQI Grants
Date: Tuesday, September 20, 2022 12:43:03 PM

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David,

I just tried to call you. I assume that what you are wanting to do is a special obligation bond where you have internally earmarked the capital improvement sales tax as the repayment source, correct? This would be similar to what you've done for sewer improvements – issue SOB's, but the repayment source was sewer revenues rather than capital improvement sales tax.

Assuming I am correct, the primary issue is DNR assessing the credit. They will obviously want to make sure that you have sufficient capital improvement sales tax revenues sufficient to service the SOB that will be purchased by DNR, as well as to cover any other items currently being paid by the sales tax.

Please feel free to give me a call. I am in the office today, so either my direct dial or my cell number will work.

Tracy

Tracy E. Shafton | Gilmore & Bell, P.C.

2405 Grand Boulevard | Suite 1100 | Kansas City, MO 64108

Phone: (816) 218-7522 | Fax: (816) 221-1018

tshafton@gilmorebell.com

From: Holtmann, David <dholtman@springfieldmo.gov>
Sent: Tuesday, September 20, 2022 8:25 AM
To: Shafton, Tracy (G&B) <TSHAFTON@GilmoreBell.com>
Subject: FW: Question about DNR SRF IUP and WQI Grants

[Exhibit A]

Hi Tracy,

The City is looking at funding some storm water projects using the DNR SRF IUP and WQI grant funds. In the past, we have utilized the DNR funds (direct loan program) for our sewer infrastructure projects using sewer revenue as a repayment source. The stormwater program would be different in that we would propose to use our ¼ Capital Improvement Sales Tax funds as a repayment source. Do you have any concerns with the City structuring a loan program in this manner? Are there issues with going this route verses a typical financing using SOB's?

Thanks,

David

David Holtmann, CPA
Director of Finance
City of Springfield
417-864-1632

From: Dunnaway, Chris <cdunnaway@springfieldmo.gov>
Sent: Thursday, September 15, 2022 10:43 AM
To: Olsen, Sarah <Sarah.Olsen@dnr.mo.gov>
Cc: Brown, Mike <mbrown@springfieldmo.gov>; Holtmann, David <dholtman@springfieldmo.gov>
Subject: RE: Question about DNR SRF IUP and WQI Grants

Sarah,

The City's ¼ Cent Capital Improvement Sales Tax will sunset September 30, 2039. We're planning to align the term of the bond with the sunset of this tax if not before i.e. probably a 15-year term. Mike Brown, our Financial Officer, is working to prepare some information showing the performance of this tax over the last 3-5 years. He should have something next week that we can send you. David Holtmann, our Director of Finance, is going to reach out to Gilmore & Bell, our bond counsel, to get their thoughts about this project and using special obligation bonds with DNR SRF. I've attached a pdf of a bond ordinance and related documents for the 2021 Sewer Direct Loan Program as an example bond that the City has done recently. Is this what you're looking for in terms of "bond documents" that you mentioned in your email?

Just to be clear. At this time we're trying to determine if this is legally and financially feasible. If so, then we will begin the process to submit an application to DNR prior to March 1, 2023 to get on their IUP. Let me know if there's anything else you need from us. Thanks for your assistance.

Chris

[Exhibit A]

From: Olsen, Sarah <Sarah.Olsen@dnr.mo.gov>
Sent: Tuesday, September 13, 2022 2:43 PM
To: Dunnaway, Chris <cdunnaway@springfieldmo.gov>
Subject: RE: Question about DNR SRF IUP and WQI Grants

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Hi Chris,

I'm glad you reached out about this. With this type of funding/repayment scenario there would likely be some special provisions that we would have to look into.

Regarding the question about bond type specifically, I can say that SRF does accept special obligation bonds. However, this is where we would need to look into those special provisions a little more and ideally have a discussion with the city's bond counsel to see if they would find this to be a financially stable option.

Another detail to consider when addressing repayment options is whether or not there is a sunset provision on the sales tax. If there is a sunset provision we would need to look at when it expires. Since sales tax revenue can be a little more unpredictable than sewer revenues, it may be a good idea to also look back at how much revenue has been generated by the city's ¼ cent Capital Improvement Sales Tax and whether or not the city currently has a pot of these funds already available for this use.

I think the best way to move forward would be to have the city submit these bond documents and any additional information about the sales tax revenue related to the points mentioned above. This way, the feasibility of this funding source can be evaluated with more information and we can go from there. We will also be able to have our bond counsel look at the documents as well.

I hope this is helpful, and please let me know if you have any other questions. We will try to help as much as we can.

Best,

From: Dunnaway, Chris <cdunnaway@springfieldmo.gov>
Sent: Monday, September 12, 2022 12:56 PM
To: Olsen, Sarah <Sarah.Olsen@dnr.mo.gov>
Cc: Preston, Kirkland <kpreston@springfieldmo.gov>
Subject: FW: Question about DNR SRF IUP and WQI Grants

Sarah,

I'm with the City of Springfield's Public Works Department in the Stormwater Engineering Division and we're working on a large creek restoration project to daylight a two block section of Jordan Creek in the City's downtown. We briefly talked to Zach Martin about using DNR's SRF program to assist with funding for this project knowing that he's worked with DNR in the past on SRF funds for sanitary sewer improvements. Zach forwarded me the email correspondence below. I wanted to touch base with you regarding the stormwater project and specifically about the green highlighted portion of the email below. Does the debt obligation for a stormwater project have to be tied to a voter approved bond? In talking with our Finance Dept. we believe the City can issue special obligation bonds in association with DNR's SRF program to fund construction of the improvements and this debt would be paid back over roughly 15 years from funds budgeted annually from the City's ¼ Cent Capital Improvement Sales Tax. This would be very similar to the way it was done with the City's Environmental Services sanitary sewer projects with the only differences being stormwater infrastructure instead of sanitary sewer and sales tax revenues rather than sewer rates as the funding source for the payback. Do you see any issues with this approach?

Chris Dunnaway, P.E., CFM
Principal Stormwater Engineer
Department of Public Works
City of Springfield
417-864-1876
cdunnaway@springfieldmo.gov



From: Olsen, Sarah <Sarah.Olsen@dnr.mo.gov>
Sent: Wednesday, August 10, 2022 8:02 AM
To: Martin, Zach <zmartin@springfieldmo.gov>
Subject: RE: Question about DNR SRF IUP and WQI Grants

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Zach,

I apologize for the belated response, as I wanted to double check the answer to your question. You are correct that DNR can only award one grant of each kind (Affordability, Water Quality Incentive, etc.) to one city as one whole entity/applicant.

Please let me know if you have any other questions. I am here to help however I can.

Best,

Sarah Olsen

The Missouri Department of Natural Resources

Financial Assistance Center

Clean Water Project Manager

Sarah.Olsen@dnr.mo.gov

Phone (573) 751-2735

From: Martin, Zach <zmartin@springfieldmo.gov>
Sent: Friday, August 5, 2022 12:38 PM
To: Olsen, Sarah <Sarah.Olsen@dnr.mo.gov>
Subject: RE: Question about DNR SRF IUP and WQI Grants

Thank you Sarah this is good information.

Just to make sure I understand... DNR would consider the City of Springfield as the applicant limited to only one WQIG per IUP per year. Each Department of the City of Springfield would not be allowed to potentially receive a WQIG. Correct?

Thanks,

Zach

From: Olsen, Sarah <Sarah.Olsen@dnr.mo.gov>
Sent: Friday, August 5, 2022 12:08 PM
To: Martin, Zach <zmartin@springfieldmo.gov>
Subject: RE: Question about DNR SRF IUP and WQI Grants

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Zachary,

Thank you for reaching out about this and providing the update on the DDQ. There are a lot of moving parts and I will do my best to provide guidance for these questions.

To clarify, WQIGs can't be applied for solely on their own, but are offered in conjunction with a low-interest SRF loan should the project meet Water Quality Incentive criteria. So if an application for a project is submitted by March 1 of 2023 with the intention of being on the FY 2024 IUP and all other readiness to proceed criteria are met at the time of application (debt obligation in place, acceptable facility plan), then yes, the city could possibly receive another WQIG. The amount of the grant will depend on the amount of the loan/cost of the project being applied for, the amount of additional

[Exhibit A]

subsidization available for grants that year, and it will be flexible.

The amount of additional subsidization we have to offer from year to year will vary, so I unfortunately can't say for sure at this time how much WQIG would be available should the city apply again to be on the 2024 IUP. Fortunately for the City of Springfield, we had extra additional subsidization that could be allocated to grant this year which increased the amount of grant the city already qualified for with us.

For more information on what types of projects WQIGs are available for; I think you will find the most helpful information about what WQIGs are offered in our draft 2023 IUP, which you can find here: <https://dnr.mo.gov/document-search/federal-fiscal-year-2023-clean-water-state-revolving-fund-intended-use-plan-draft> From here, you will want to look specifically at pages 11 and 12 for WQIG information. The first cell of the WQIG eligibility table talks about flood mitigation, which is the row you will want to look at for storm water.

Please also note that the debt obligation for a storm water project must be tied to a storm water voter approved bond and that each applicant is limited to one WQIG per IUP per year.

I hope this is helpful, and please don't hesitate to reach out if you have any other questions.

Best,

Sarah Olsen

The Missouri Department of Natural Resources

Financial Assistance Center

Clean Water Project Manager

Sarah.Olsen@dnr.mo.gov

Phone (573) 751-2735

From: Martin, Zach <zmartin@springfieldmo.gov>
Sent: Wednesday, August 3, 2022 4:47 PM
To: Olsen, Sarah <Sarah.Olsen@dnr.mo.gov>
Subject: Question about DNR SRF IUP and WQI Grants

Hello Sarah,

I was reviewing the proposed IUP and noticed that the Springfield project had been carried over from the previous Intended Use Plan, which was expected. I noticed that you all applied the new WQI Grant number of \$1,500,000 to the project which I think is a good thing for Springfield, so thank you to the team. Springfield is expecting to complete the DDQ and loan paperwork for the \$3,500,000 loan that was carried over from last year's IUP this fall for a loan closing in the late winter 2023. This project is for ~\$5,000,000 worth of CIPP Lining work.

However, I do have some additional questions that were spurred with this year's IUP and WQI Grant

and considerations that Springfield is having:

- Can City of Springfield Environmental Services apply for another \$1,500,000 WQI Grant for CIPP Lining again by March 1, 2023 and be considered for another grant for the FFY2024 period?
- Can the City of Springfield only receive **One** WQI Grant in a Fiscal Year cycle? We have staff in the Public Works department that would like to apply for the WQI Grant for a stormwater/green infrastructure purpose. If these Departments are in 2 separate funding sources of the City of Springfield can both apply for a WQI Grant?

Thanks for the information,
Zach

Zachary Martin, P.E.

Principal Engineer

WQ Management & Protection

840 Boonville Avenue

Springfield, MO 65802

O: (417) 864-1908; M: (317) 697-5095

zmartin@springfieldmo.gov

ES-emailSigGreenLOGO



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RENEW JORDAN CREEK 60% COST ESTIMATE

Alternate	Location	Description	Takeoff Quantity	Total Amount	Sub Name
_BASE BID		BASE BID			
	01 PRECON	Pre-Con GMP	1.00 ls	40,000	
	02 ARCH BRIDGE	New Arch Bridge Addition	1.00 ls	553,725	
	02 ASPHALT	Asphalt @ Campbell	590.00 sy	56,050	
		Asphalt @ Boonville	555.00 sy	43,290	
		Sub Lot Striping	1.00 ls	2,500	
	02 BRIDGE			105,050	
	02 COW GC'S	Project Signage	1.00 ea	2,500	
		Site Surveying & Layout	80.00 hrs	10,000	
		Mob-Demob Temporary Chain Link Fence	3,500.00 lf	4,799	
		Temporary Chain Link Fence Rental / Month	52,500.00 lf	15,750	
		By Pass Pumping & Dewatering	1.00 ls	100,000	
		Erosion Control and Maintenance	1.00 ls	50,000	
		Daily Clean-up Per Month	15.00 mth	23,000	
		Final Clean-up	1.00 ls	20,000	
	02 CURB/GUTTER	Curb & Gutter @ RR Crossing Parking Lots	329.00 lf	11,515	
	02 LANDSCAPE	Plantings	1.00 ls	700,000	
		Buffalo Plugs	80,000.00 ls	240,000	
		Mulch	1,500.00 yds	60,000	
		Sod	1.00 ls	8,500	
		Topsoil	8,000.00 cy	350,000	
		Metal Edging	1.00 ls	1,200	
		Ozark Creek Rock	1.00 ls	11,250	
		Limestone Boulders	1.00 ls	170,000	
		Limestone Rock	1.00 ls	20,000	
		Labor for Plantings, Mulch, Edging, Rock	1.00 ls	650,000	
		Silva Cells	1.00 ls	290,000	
		Biotention Soil	1.00 ls	8,000	
		Irrigation & Temp Irrigation	1.00 ls	170,000	
		Permiabile Pavers	13,000.00 sf	325,000	
		Pavers	1,600.00 sf	32,000	
		Filter Fabric	1.00 ls	3,500	
		Difference between two sub numbers	(1.00) ls	(177,792)	
	02 SITE DEMO	Remove 3 Buildings	1.00 ls	179,300	BRANCO
		Remove Conc/Asphalt/Gravel	1.00 ls	284,838	BRANCO
		Misc Removals/Mob	1.00 ls	96,331	BRANCO
		Remove Box Culvert	1.00 ls	66,600	BRANCO

Alternate	Location	Description	Takeoff Quantity	Total Amount	Sub Name
	02 SITE FURNISHINGS				
		Bike Rack	2.00 ea	5,370	FORMS SURFACES
		Limestone Slab Bench	12.00 ea	14,714	SOUTHWEST STONE
		Trash Receptacle	8.00 ea	21,086	FORMS SURFACES
		Removable Bollards	5.00 ea	10,276	LANDSCAPE FORMS
		Tree Grates	4.00 ea	6,426	PARK PACIFIC
		Pedestrian Light 1 & 2	39.00 ea	203,847	MERCER
		Drinking Fountain	2.00 ea	12,761	BRANCO
		Dog Drinking Fountain	1.00 ea	6,380	BRANCO
		Vinyl Wrapped Transformer	1.00 ea	1,000	BRANCO
		Flagpole	1.00 ea	3,500	BRANCO
		Install Type 1 & 2 Benches	10.00 ea	1,770	BRANCO
		Tables	7.00 ea	14,315	FORMS SURFACES
		Chairs	24.00 ea	16,886	FORMS SURFACES
		Type 1 Bench	7.00 ea	19,250	FORMS SURFACES
		Type 2 Bench	3.00 ea	16,170	FORMS SURFACES
	02 SITEWORK				
		Traffic Control Sub	1.00 ls	32,500	
		Demo Misc Site Items	1.00 ls	29,083	
		Sitework	1.00 ls	1,017,666	
		Contaminated Soil Removal Allowance	1.00 ls	100,000	
		Rock Removal Allowance	1.00 ls	267,000	
	02 STONE BRIDGE				
		Repair Box Culvert Beam @ Stone Bridge	40.00 lf	16,642	
		Rehab Stone Bridge	1.00 ls	502,358	
	02 STORM DRAIN				
		Storm Drain System	1.00 ls	195,300	
				1,638,027	
	03 SITE WALLS				
	05 RAILING				
		Dog Park Fencing	436.00 Ft	37,060	
		Sidewalk/Ramp Rails	476.00 Ft	80,920	
		R-Wall Railing/Fence	937.00 Ft	143,361	
		Site Fence (North Side)	1,037.00 Ft	158,661	
	09 GABION COLUMNS				
		Gabion Wall Columns	10.00 ea	30,250	
	09 METAL WALLS				
		24g Metal Wall Panels	5,789.00 sf	94,298	
	09 STONE WALLS				
		Stone Veneer Walls	4,476.00 sf	156,660	
		Cast Stone Inlay	3.00 ea	6,500	
	15 SITE UTILITIES				
		Modify/Relocate Site Utilities	1.00 ls	300,000	
	16 ELECTRICAL				
		Electrical	1.00 ls	400,000	

Alternate	Location	Description	Takeoff Quantity	Total Amount	Sub Name
	CURB & GUTTER (T3)			6,943	
	CURB & GUTTER (T4)		16,142		
	CURB w/ TD (T3)		7,592		
	GB @ TREE GRATE		5,025		
	PCC @ DRIVE		5,345		
	SIDEWALK (L3)		124,270		
	SIDEWALK (L4)		150,087		
	SIDEWALK (L4) COLOR/STAMP		79,595		
	SIDEWALK (T3)		28,109		
	SIDEWALK (T4)		43,895		
ALT 01 WATER STREET		WATER STREET			
	02 LANDSCAPE				
		Grass Pave Grid	1.00 ls	475,000	A-1 WALLS
		Topsoil	1.00 ls	15,000	A-1 WALLS
		Plantings	1.00 ls	15,000	A-1 WALLS
		Bio	1.00 ls	45,000	A-1 WALLS
		Irrigation	1.00 ls	25,000	A-1 WALLS
		Pavers	1.00 ls	105,000	A-1 WALLS
		Labor	1.00 ls	15,000	A-1 WALLS
	02 SITE FURNISHINGS				
		Trash Receptacle	1.00 ea	2,636	FORMS SURFACES
		Removable Bollards	10.00 ea	20,552	LANDSCAPE FORMS
		Tree Grates, Inlets & Grating	15.00 ea	31,722	PARK PACIFIC
		Pedestrian Light	7.00 ea	36,588	MERCER
		Install Type 1 & 2 Benches	9.00 ea	1,593	BRANCO
		Tables	7.00 ea	14,315	FORMS SURFACES
		Chairs	24.00 ea	16,886	FORMS SURFACES
		Type 1 Bench	5.00 ea	13,750	FORMS SURFACES
		Type 2 Bench	4.00 ea	21,560	FORMS SURFACES
	FLUSH CURB	PEDESTRIAN BRIDGE		41,502	
	GB @ TREE GRATE		11,330		
	PCC		82,856		
	SIDEWALK (L5)		77,625		
ALT 03 PED BRIDGE					
	02 BRIDGE				
		Precast Flat Pedestrian Bridge	1.00 ls	135,000	CONTECH
		Erect Bridge	1.00 ls	36,334	
	03 FOOTING			3,548	
	03 SOG @ STAIRS			6,976	
	03 SOMD			15,363	
	03 WALLS			15,595	
	04 MASONRY				
	05 RAILING	Masonry Subcontractor	1.00 ls	13,440	THORNTON

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Alternate	Location	Description	Takeoff Quantity	Total Amount	Sub Name
	05 RAILING	Stair Railing	40.00 lf	6,800	CARNAHAN
		Ornamental Fence	40.00 lf	6,120	CARNAHAN
		Signage	1.00 ls	8,000	SPRINGFIELD
	16 ELECTRICAL	Electrical	1.00 ls	50,000	
		MAIN BRIDGE			
		Main Ave. Bridge	1.00 ls	2,100,000	
ALT 04 MAIN BRIDGE	02 BRIDGE	RR-RJC BOX CULVERT			
		Sitework @ RJC Site	1.00 ls	429,246	
		Asphalt/Concrete Parking Lot Repair @ RR-RJC	8,000.00 sf	64,000 1,372,262	
ALT 05 RR-RJC BOX	02 SITEWORK	RR BOX CULVERT			
		Sitework @ RR Box	1.00 ls	86,681	
		Staging/Prep/OT	1.00 ls	18,467	
	03 PCC	Testing/Contaminated Soil Removal Allowance	1.00 ls	25,000	
		Install 9' X 8' Precast RCB - 28 pcs	28.00 ea	17,722	
		Grout Lift Anchor Holes	112.00 ea	2,076	
	PC BOX CULVERTS	Install PC Box Couplers	114.00 loc	3,598	
		Precast Supplier	1.00 ls	328,144	SCURLOCK
		Coupler Supplier	1.00 ls	77,800	RICHARD MORRIS
ALT 06 RR BOX	02 SITEWORK	Crane Supplier	1.00 ls	38,750	OZARK CRANE
		Additional Cost to Use BNSF Approved Supplier (Coreslab)	1.00 ls	226,376	CORES LAB
		MSU-RR BOX CULVERT			
ALT 07 MSU-RR BOX	03 PCC	Sitework @ MSU Parking Lot	1.00 ls	83,204	
		Asphalt/Concrete Parking Lot Repair @ MSU-RR	4,200.00 sf	33,600 260,499	
		2018PW0022 BOX CULVERT			
ALT 08 PW0022 BOX	02 ASPHALT	Asphalt Paving	1,992.00 sy	151,392	BRANCO
		Sitework @ PW0022	1.00 ls	836,481 163,974 1,759,621	
		15 SITE UTILITIES CIP BOX CULVERT			
ALT 09 PCC @ BOONVILLE		PCC @ BOONVILLE			

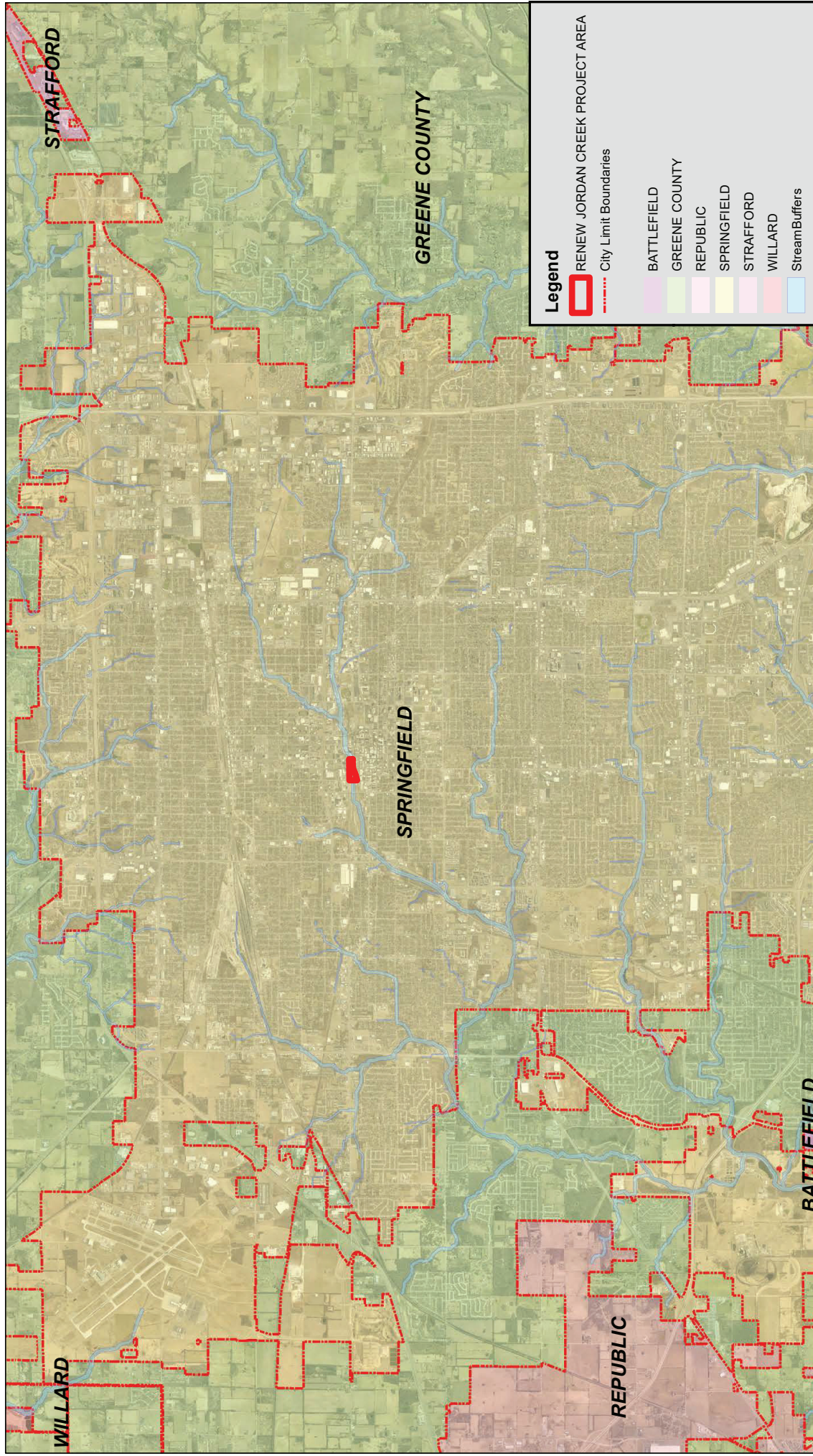
Alternate	Location	Description	Takeoff Quantity	Total Amount	Sub Name
	02 ASPHALT				
	PCC	Asphalt @ Boonville	(555.00) sy	(43,290) 51,584	
ALT 10 PCC @ CAMPBELL		PCC @ CAMPBELL			
	02 ASPHALT				
	PCC	Asphalt @ Campbell	(590.00) sy	(56,050) 63,237	

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
	20,013,416	20,013,416					84.34% #####
General Conditions	1,067,775			4.500 %	T		4.50%
Builders Risk	26,101			0.110 %	T		0.11%
General Liability Insurance	51,585				B		0.22%
CMR Fee	423,178			2.000 %	T		1.78%
Bond Cost	129,367				B		0.55%
CMR Contingency	2,016,908			8.500 %	T		8.50%
Total		23,728,330					

RENEW JORDAN CREEK ENGINEERING REPORT, PLAN EXCERPT, & PROJECT LOCATION MAP

RENEW JORDAN CREEK & Adjacent Area



RENEW JORDAN CREEK – MAIN TO BOONVILLE – 60% DESIGN STORMWATER REPORT

Prepared for:
Springfield, Missouri



October 2021

Updated: July 2022

Olsson Project No. 020-2978



ACRONYMS AND ABBREVIATIONS

CFS	Cubic Feet per Second
CIPP	Cured-In-Place Pipe
CMAR	Construction Manager At-Risk
FEMA.....	Federal Emergency Management Agency
PVC	Polyvinyl Chloride
RCB	Reinforced Concrete Box
RJC.....	Renew Jordan Creek
USACE	United States Army Corps of Engineers

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APPENDICES

Appendix A 1D HEC-RAS Modeling Results

Appendix B 2D HEC-RAS Modeling Results

1. PROJECT BACKGROUND

1.1 Project Description

Renew Jordan Creek (RJC) is a long-awaited stormwater project for the City of Springfield to daylight the Jordan Creek box culvert and restore a natural element of Springfield's history. The term "daylighting" means to take an underground channel and bring it to daylight by restoring the natural channel above grade.

One of the primary goals for the daylighting project is to address flooding. Currently 66 structures are located within the 100-year floodplain between Grant Avenue and Washington Avenue. The existing tunnel's hydraulic capacity is between a 2-year and 5-year runoff event. Providing additional conveyance with the daylighted channel will help prevent roadway and structure flooding. The daylighted stream will be the centerpiece of a new urban space that not only provides flood control for many structures, but also promotes restoration, recreation, entertainment, redevelopment, water quality, and pedestrian connectivity.

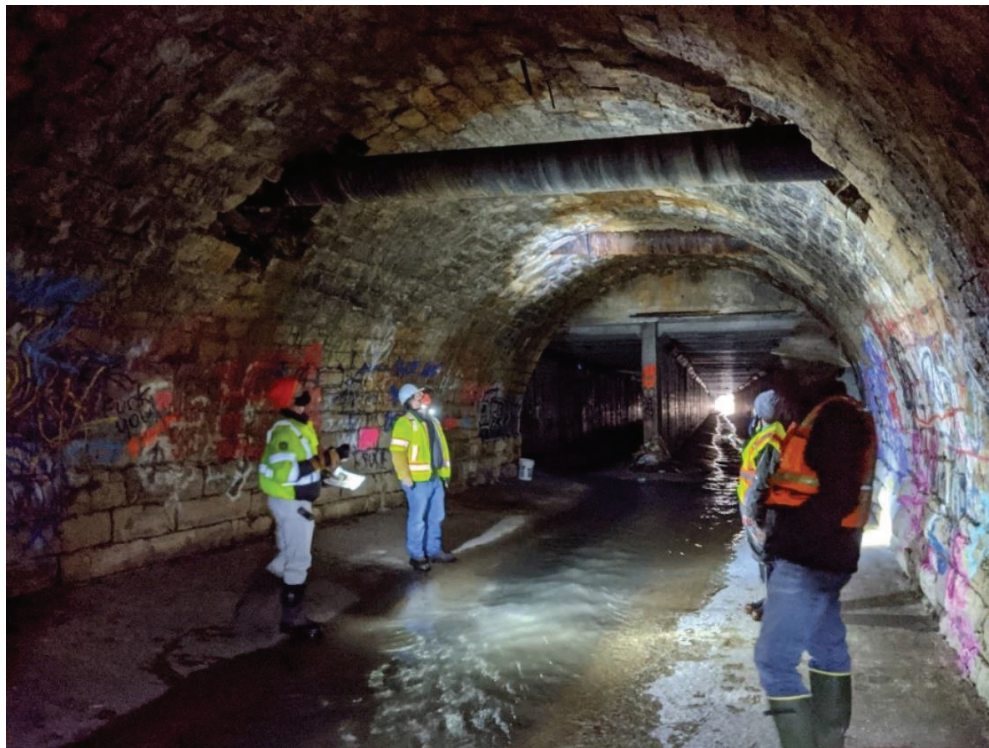


Figure 1: Existing stone arch bridge at Campbell Avenue during inspection

The existing Jordan Creek box culvert consists of approximately 3,250 feet of concrete box culvert constructed in the 1930's between Main Avenue and Washington Avenue in downtown Springfield. The box culvert varies in size throughout its length but between Main Avenue and Boonville Avenue it is generally two 11-foot by 11-foot concrete box culverts with V-shaped bottoms. Historic bridges are located at the street crossings, and the box culverts were constructed to connect the system between the bridges in the 1930's. A stone-arch bridge is located under Campbell Avenue that pre-dates the box culvert project. Olsson has completed a separate structural evaluation of this bridge to identify its condition and provide recommendations to rehabilitate this structure for the RJC project.

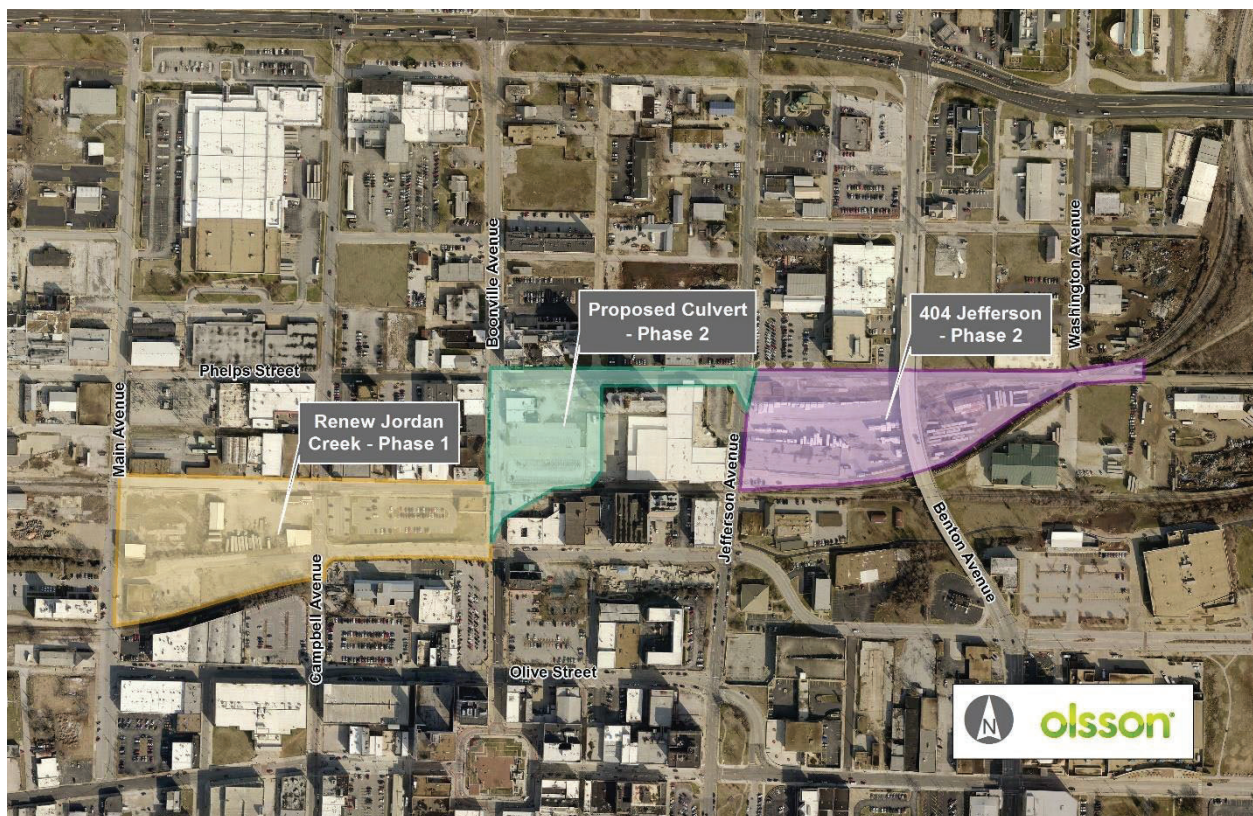


Figure 2: Project Location

A superficial inspection would indicate the existing box culvert is generally in fair to good condition although an extensive structural evaluation or condition assessment has not been performed. The flood control contribution of the existing culverts is needed in addition to the proposed conveyance system to meet the flood control goals for the RJC project. Therefore, the existing culvert must remain in place in certain locations, specifically in the segment between Boonville Avenue and Jefferson Avenue. Elsewhere, the box culvert may be removed provided

the open channel system that is constructed is adjusted to provide the required capacity to meet the project goals.

This phase (Phase 1) of the daylighting project will expose the historic creek and construct an open channel starting at Main Avenue and extending upstream to Boonville Avenue. Upstream (east) of Boonville Avenue, road crossings, railroad crossings, and multiple buildings provide spatial constraints that preclude an open channel solution. For this reason, a parallel underground box culvert will be constructed from Boonville Avenue to the east side of Jefferson Avenue, where the project will eventually continue as an open channel to Washington Avenue. The section of daylighting between Jefferson Avenue and Washington Avenue is being referred to as the “404 Jefferson” project site, or otherwise as Renew Jordan Creek Phase 2 – Jefferson to Washington. The two daylighting sections will be connected by a box culvert system through the Missouri State University parking lot and under Phelps Street east to Jefferson Avenue.

The Special Flood Hazard Area (SFHA) for Jordan Creek is a Zone AE with base flood elevations (BFE) determined. A floodway is defined from Main Avenue to the west and from Washington Avenue to the east, however the section of Jordan Creek that is currently underground has no defined floodway. Figure 3 below shows the preliminary FEMA floodplain and floodway limits which are expected to become effective in 2022.

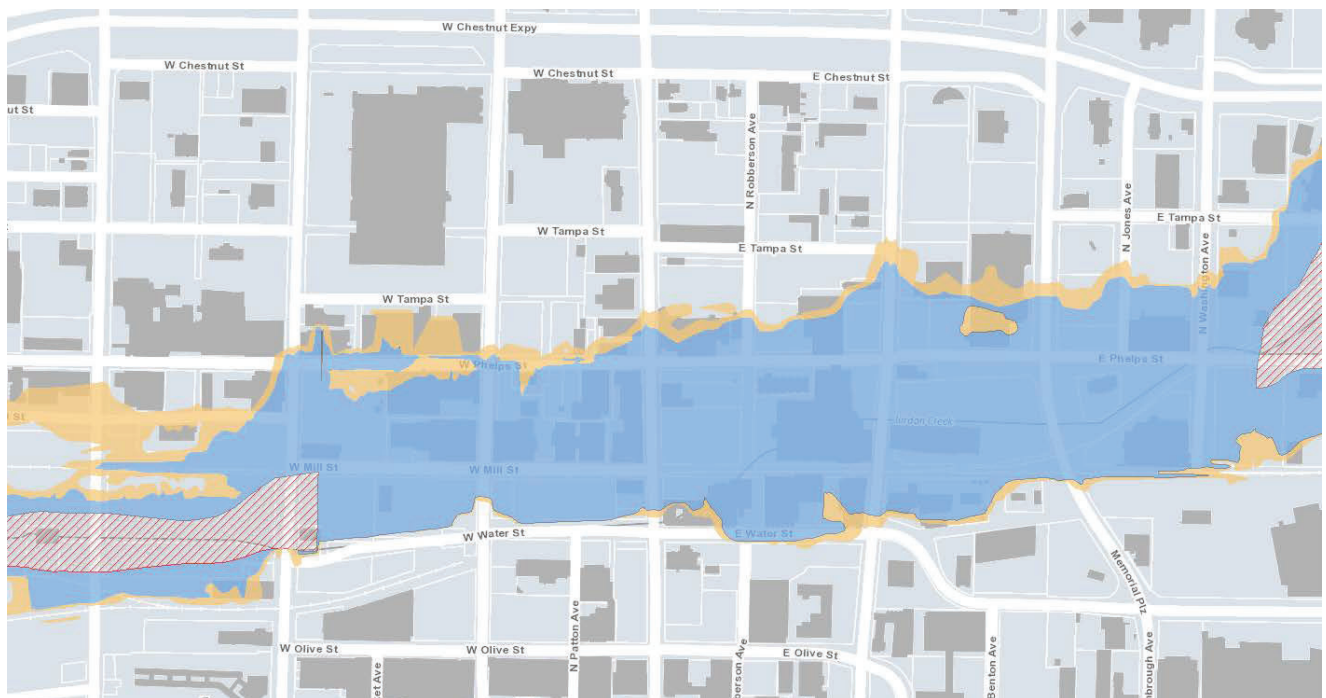


Figure 3: Preliminary FEMA floodplain mapping for Jordan Creek in project vicinity.

1.2 Water Quality Improvements

Another key goal for this project is to improve water quality. Jordan Creek is an impaired waterway on the state's 303d list with non-point source pollution of polycyclic aromatic hydrocarbons (PAHs) in the stream sediment. These contaminants are caused by impervious area and the result of urban development and urban runoff contributing directly to the stream without water quality treatment. The proposed project design focuses on improving water quality through stream daylighting, riparian restoration, disconnecting impervious area, and promoting infiltration and filtration.

Removing the existing Jordan Creek box culvert and daylighting the stream to a natural channel segment will restore channel ecology and promote natural filtration through the riparian area. Ecological restoration will be accomplished through the design and construction of natural pools and riffles and selective placement of boulders and streamside plantings to provide shading and diversity of habitat within the stream. Within the riparian area several in-stream and overbank wetlands will be constructed. The in-stream wetlands are simply benches along the stream near a pooling section that allow for permanent ponding and depth diversity. Overbank wetlands are shallow depressions in the overbank separated from the channel. These overbank wetlands can function as bioretention areas in small rain events, receiving runoff from storm sewer discharges and providing treatment prior to release into Jordan Creek. Overbank wetlands will provide treatment and planting/ecological diversity for the project.

The north plaza area along Mill Street between Campbell Avenue and Main Avenue will provide stormwater treatment through infiltration and plant uptake using pervious pavers and Silva Cell chambers. Silva Cells are underground storage chambers that provide planting soil for the proposed trees to thrive in this plaza space. The storage chambers also function as water quality treatment through the natural soil media and through plant uptake. After traveling through the filter media, stormwater is discharged into Jordan Creek.

Additional bio-retention areas are also included in the project design. Just west of Water Street and Campbell Avenue a bioretention area will be constructed to collect and treat runoff from the proposed dog park. East of Campbell Avenue on Water Street, several water quality best management practices are included as an add alternate for the project to treat runoff sheeting to Water Street from the south. Four bioretention areas will be located in the plaza area north of Water Street. Trench grates will be used to collect water from Water Street and divert it to the bioretention areas. Pervious pavers are also proposed in select area to collect additional runoff on the plaza. A small filter strip will be constructed south of Water Street to help filter sediment from runoff and extend the life of the downstream pervious pavers. Lastly, a bio retention area will be constructed in the parking lot at the southwest corner of Boonville Avenue and Water Street to provide treatment for the runoff from the parking lot.

The project area is expected to be utilized heavily by pedestrians. The project includes several pedestrian plazas, overlooks, and will be a connecting piece for a greenway trail. These pedestrian paths provide opportunities to connect people with the water and provide educational opportunities for water quality treatment methods. The city anticipates providing educational signage near the key water quality elements of the project.

1.3 Related Projects

The City of Springfield has several projects under design or construction within Jordan Valley that must be coordinated for design, scheduling, and traffic control purposes.

- Phelps Street Streetscape (Project Number: 2019PW0016): A streetscape project for Phelps Street from Boonville Avenue to Robberson Avenue is expected to be constructed in Fall of 2021.
- IDEA Commons/ Missouri State (Project Number: 2018PW0022): IDEA Commons is the property owned by Missouri State University between Boonville Avenue and Jefferson Avenue, south of Phelps Street and north of the railroad tracks. The Robert W Plaster Free Enterprise Center, a Missouri State University building with classrooms and office space, is located on the east half of this property. Missouri State University is working together on plans to redevelop the western half of this property. The redevelopment plans would include construction of an office building at the southeast corner of Phelps Street and Boonville Avenue, construction of a parking garage north of the railroad tracks and west of the Plaster Center, and construction of a courtyard/plaza area for students in the remaining space. The IDEA Commons property is a critical piece of the plans to daylight Jordan Creek because of its location adjacent to the existing Jordan Creek box culvert which runs beneath the Plaster Center. This project was designed by Olsson to 90 percent plans prior to starting the RJC project. Final constructability review for this project is likely to be performed by the Construction Manager At-Risk (CMAR) for RJC, and the project could potentially be bid together with the RJC improvements and constructed by one general contractor.
- Jordan Valley Innovation Center (JVIC): located on the northeast corner of Phelps Street and Boonville Avenue is expanding and renovating an adjacent structure. Currently under construction.
- Main Avenue Bridge (Project Number: 2017PW0018): The Main Avenue bridge crossing Jordan Creek was designed to be replaced in two phases. The first phase would replace the bridge in its current configuration with a bridge that could be expanded in a second phase. The first phase was intended to expedite replacement of the structure due to concerns with the structural condition of the existing bridge. The second phase would expand the bridge to the north to accommodate the improvement of RJC and meet the flood control capacity goals. The first phase was not constructed primarily due to

contractor bids coming in over the city's project budget. Now that RJC is moving into design, discussions are still taking place to determine whether budgets allow construction of the Main Avenue Bridge with the RJC project, either in multiple phases or in one phase.

- Founder's Park: As part of the charrette for RJC, Founder's park was also evaluated for opportunities to redesign. Founder's park is located at the southwest corner of Jefferson Avenue and Water Street. Design and construction of the Founder's Park project are not expected to occur until after the RJC project, however schematic evaluation of the RJC site, the 404 Jefferson Site, and Founder's Park are being performed together.

1.4 Previous Studies

Hydrology and hydraulics for the Jordan Creek daylighting have been analyzed in previous studies. The *Jordan Creek Feasibility Study H&H Report* (City of Springfield, 2013) was completed in 2013 as a cooperative effort between the City of Springfield and the United States Army Corps of Engineers (USACE). This study evaluated both hydraulic and hydrologic improvement alternatives for their ability to reduce flood damages within Jordan Creek. Solutions included detention alternatives and channel improvements through downtown that would provide different levels of protection for existing structures. Olsson expanded on this study in 2015 with a design memorandum titled *Jordan Creek Renewal Study* (Olsson, 2015). This study specifically focused on evaluating the segment of the stream from Main Avenue to Boonville Avenue and identifying a channel design that would provide 100-year flood protection for existing structures. This study was focused primarily on the hydraulic improvement goal for the project and consequently did not incorporate recreational and placemaking features into the cross section geometry and roughness values that were selected. Hydraulics were evaluated using a new model that combined detailed cross sections from the USACE model with additional survey and lidar geometry and flow rates from the effective FEMA model. Since the portions of the daylighting project upstream of Booneville Avenue had not been evaluated in the same level of detail, a relatively flat channel profile was selected to provide additional flexibility for the upstream designs.

In 2018, the City of Springfield became aware that the parking lot at IDEA Commons just east of Boonville Avenue was going to redevelop. This property is located in the middle of the daylighting project and a critical piece to connect the open channel elements and achieve the flood reduction goals for the project. The City reached an agreement with the property owner to install box culverts in this location and hired Olsson to evaluate the hydraulics and design the box culvert system. Greene County was in the process of updating their Flood Insurance Rate Maps (FIRM) and a new hydraulic model for Jordan Creek was available. This model will eventually become the effective hydraulic model and is referred to herein as the "future-effective" model. Improvement geometry from the Jordan Creek Renewal study (Olsson, 2015)

was imported into the future-effective HEC-RAS model. This model evaluates the existing box culvert as a separate reach within HEC-RAS. The proposed culverts at IDEA Commons are also modeled as cross sections with lids. Bend losses in the proposed box culvert are entered as loss coefficients in the steady state flow file. The primary flood control goal that was targeted during previous studies was to lower the 100-year flood elevation to below finished floor elevations for buildings located within the floodplain. The final hydraulic model from the IDEA Commons box culvert design was used as the starting point for the RJC project.

Construction plans for the IDEA Commons box culvert were completed to a level of 90percent complete at the time the RJC project started. The decision was made by the city to pause the IDEA Commons project and, if possible, finalize the plans with the final plans for RJC and use one contractor to complete all as one project. The MSU developments at IDEA Commons had also stalled due in part to the COVID-19 pandemic so there is no longer a need to immediately construct the box culverts.

2. EXISTING INFRASTRUCTURE

2.1 Storm Sewer

The largest component of the existing storm sewer system is the existing Jordan Creek box culvert. This culvert has ten existing stormwater connections from the north between Main Avenue and Boonville Avenue although many are believed to be abandoned, or their sources are unknown. Of the existing north connections, the following two are believed to be active: a 24-inch reinforced concrete pipe (RCP) on the west side of Campbell Avenue which drains inlets near Campbell Avenue and Mill Street, and a 15-inch RCP approximately 70 feet east of Campbell Avenue which drains inlets on Mill Street. The remaining connections are small or unknown sources. These connections may or may not be active and will be extended to discharge into the proposed project.

Seventeen (17) existing stormwater connections were identified on the south side of the existing box culvert between Main Avenue and Boonville Avenue. Two 18-inch RCP connect to the box at Campbell Avenue which drain storm sewer on Campbell Avenue. An 18-inch RCP connects to the box on the west side on Boonville Avenue which drains Boonville Avenue to the south. Inlets along Water Street also drain directly into the box culvert. The remaining connections are presumably from small or unknown sources. These connections may or may not be active and should be extended to discharge into the proposed project.

Curb inlets are present on Boonville Avenue just south of the railroad which drain to a different storm sewer system to the north across the railroad tracks. Between Campbell Avenue and Boonville Avenue on Mill Street, inlets were recently added which collect drainage from Mill

Street and convey it to the separate system to the north. Grate inlets on the south side of the railroad tracks are believed to drain south to the box culvert.

2.2 Sanitary Sewer

An existing 36-inch cured-in-place pipe (CIPP) sanitary sewer is located underneath the existing box culvert from Main Avenue to Boonville Avenue. This sanitary sewer pre-dates the box culvert and is known to be in poor condition with stacked stone manholes. Only one 10-inch CIPP sewer line is known to connect to this system from the north (through the RJC project site). The 10-inch CIPP sewer line crosses the site approximately 100 feet west of Boonville Avenue. At other locations, abandoned sewer lines may be present and can be removed with the project.

A parallel 36-inch CIPP sewer is located on the south side of Water Street. This sewer was constructed more recently to provide additional sewer capacity. This system does not connect to the other parallel 36-inch sewer within the project limits.

2.3 Water

Large water lines are present at each of the street crossings within the project limits. A water line exists on the west side of Main Avenue and will require relocation with the Main Avenue Bridge project. A large water line exists on the west side of Campbell Avenue and is visible penetrating through the top of the stone-arch culvert. This water line will require relocation to restore the arch bridge. Vertical clearance between the top of the arch and the pavement grade is limited and will not allow the replacement to be located above the arch. A water line exists on the east side of Boonville Avenue which will require relocation under the proposed box culverts at this location. Abandoned and active service lines are likely present in the project site and will be removed or relocated with the project.

Water lines are also present on the north side of Mill Street but should not be impacted by this project.

2.4 Gas

A large gas line exists on the east side of Campbell Avenue and is visible penetrating through the top of the stone-arch culvert. This gas line will require relocation to restore the arch bridge. Vertical clearance between the top of the arch and the pavement grade is limited and will not allow the replacement to be located above the arch. A gas line is present on the east side of Boonville Avenue with a service connection to the existing brick building at the southwest corner of Mill Street and Boonville Avenue. These lines will require relocation. Finally, gas lines are also present on the south side of Water Street and the north side of Mill Street which may require relocation.

2.5 Electric

Underground electric is present on both sides of Mill Street, Boonville Avenue, Water Street, and Campbell Avenue. Overhead electric is present on the east side of Main Avenue, the east side of Campbell Avenue and along parts of Water Street. Electric lines within the project site will require relocation. See topographic survey and utility relocation plans in project drawings.

2.6 Fiber/Phone

Fiber and telephone lines are located on the east side of Main Avenue, the south side of Mill Street, and the south side of Water Street. East of Campbell, fiber optic line existing just north of the existing box culvert. Fiber and communication lines within the project site will require relocation. See topographic survey and utility relocation plans.

3. HYDROLOGY

3.1 Future-Effective FEMA Hydrology Model

The City of Springfield received the HEC-HMS hydrologic model directly from SEMA's design consultant for the upcoming mapping updates. Peak flow rates from the HEC-HMS model were compared to the peak flow rates in the future-effective HEC-RAS hydraulic model and confirmed to match. The hydrologic model contains hundreds of sub-basins. Routing calculations were modeled in reaches and subbasins using the kinematic wave method. Runoff depths were calculated using the curve number method for existing land use conditions in the watersheds. Existing detention basins and roadway/railroad embankments were modeled using the Modified Puls method of level pool routing. Storm durations of 1-hour, 2-hours, 3-hours, 6-hours, 12-hours, 18-hours, and 24-hours were calculated. Ultimately, the peak flowrate results for each sub-basin and each duration were tabulated. One storm duration was chosen for each element using the relationship shown in Table 1. The chosen value did not necessarily result in the highest peak flow rate. For example, element HC75 has an area of 8.5 square miles and is located at Washington Avenue. This sub-basin yielded a peak flow rate of 5,693 cubic feet per second (cfs) in the 100-year 1-hour storm, but the 6-hour duration was utilized (based on watershed size) which has a peak flowrate of 4,942 cfs. Olsson did not modify the hydrologic model or the peak flows utilized in the FEMA hydraulic model.

Table 1. Guidelines for minimum storm duration based on watershed size.

Watershed Size	Minimum Recommended Duration
< 160 acres	30 min
160 ac - 1 sq. mi.	1 hr
1 sq.mi. – 4 sq.mi.	2 hr
4 sq.mi. – 8 sq.mi.	3 hr
8 sq.mi. – 16 sq.mi.	6 hr
16 sq.mi. – 32 sq.mi.	12 hr
>32 sq.mi.	24 hr

Table 2. Future-effective peak flow rates (cfs) from FEMA HEC-HMS model.

Location	HEC-HMS Element Name	Drainage Area (sq. mi.)	10-year Peak Flow (cfs)	25-year Peak Flow (cfs)	50-year Peak Flow (cfs)	100-year Peak Flow (cfs)	500-year Peak Flow (cfs)
Washington Avenue	HC75	8.5	2700	3590	4260	4940	6510
Boonville Avenue	HCLJ3	8.8	2780	3570	4180	4820	5900
Main Avenue	HCLJ7	9.5	3080	3890	4550	5200	6720

3.2 Hydrology with Future Detention Basins

The original USACE Study (USACE 2013) evaluated regional detention locations that could potentially reduce peak flow rates to the areas with flooding. Six of these regional detention basins are planned to be constructed. They are identified based on the naming convention from the USACE study.

- B6 near Chestnut Expressway and Trafficway
 - Planned, Design Complete (Project Number: 2018PW0023)
- B7 – Glenwood Basin near Chestnut Expressway and Cedarbrook Avenue
 - Planned, Unknown Date
- B9B – Cooper Park
 - Construction Complete (Project Number: 2015PW0042)
- B11, B11A, B11C – Northeast of Glenstone Avenue and Division Street

- Planned, unknown future date
- Data updated based on August 2016 concept report.

The City of Springfield updated the HEC-HMS hydrology model to include the best available design information on these regional detention basins. The resulting HEC-HMS model yields peak flow rates for existing condition land use with future regional detention. Olsson's design and hydraulic evaluation was performed using the original peak flows without detention and evaluating or utilizing these peak flow rates (with detention) was not originally a part of Olsson's scope of services. However, these values could be used to quickly check additional benefit that may be obtained for structures that are difficult to protect from flooding. Table 3 shows the peak flow rates from this updated model provided by City of Springfield.

Table 3. Future-effective peak flow rates with detention basins.

Location	HEC-HMS Element Name	Drainage Area (sq. mi.)	10-year Peak Flow (cfs)	25-year Peak Flow (cfs)	50-year Peak Flow (cfs)	100-year Peak Flow (cfs)	500-year Peak Flow (cfs)
Washington Avenue	HC75	8.5	2470	3250	3910	4570	5620
Boonville Avenue	HCLJ3	8.8	2560	3280	3850	4460	5440
Main Avenue	HCLJ7	9.5	2810	3570	4200	4840	5860

4. HYDRAULICS

4.1 Modeling Background and Approach

As noted in Section 1.3, the future-effective FEMA floodplain model was used as the starting point for the project model. Proposed geometry was modified to reflect the proposed concept from the 2015 study (Olsson, 2015) from Grant Avenue to Washington Avenue. Then the IDEA Commons box culvert design was used to update geometry between Boonville Avenue and Jefferson Avenue to reflect the proposed box culvert improvements at that location. Finally, the resulting geometry was updated with the RJC project. Geometry from Main Avenue to Boonville Avenue was updated with the design for RJC and geometry from Jefferson Avenue to Washington Avenue was updated to reflect the intent of the charrette for the 404 Jefferson project site. This one dimensional project model was used to evaluate impacts of the project on the regulatory base flood elevations (BFE). Once the project is completed, this model must be used to request a letter of map revision (LOMR) from FEMA to revise the limits of the floodplain and reduce the regulatory BFEs.

In addition to modeling hydraulics using the future-effective FEMA model, Olsson also developed a two dimensional (2D) HEC-RAS model. The 2D model has several advantages. Urban flooding is more accurately represented in a 2D model which allows flow direction to change with space and with time. For example, during shallow flow, flow direction may change as the result of a street curb or crown. As the flow gets deeper, the flow direction changes and the street may be overtopped, causing water to flow away from the street rather than parallel with the street. Direction changes within the 2d model result in a better understanding of hydraulic losses and more realistic floodplain boundaries. The 2D model geometry is composed of a mesh (i.e., grid) with an underlying terrain. Hydraulic calculations are performed at the face of each mesh cell. The mesh size can be adjusted, and break lines can be added to achieve greater detail and ensure physical features are accounted for in the model. This is a key differentiator between the 1D and 2D models. In the 1D model only, geometry that is intersecting cross section cut lines is accounted for. Placement of 1D cross sections requires special consideration when the channel shape is not consistent. One final advantage of 2D modeling its ability to model split flow. While 1D modeling evenly splits conveyance across a cross section to maintain a constant hydraulic grade line, 2D modeling uses hydraulic equations to determine the path water takes in multiple directions, so water will not flow through a parallel channel unless it has a way to enter and exit the channel. In the area of the project site, there will be three main channels for flood flows; the channel constructed within the project limits, Mill Street which is a low point, and the alley between Mill Street and Phelps Street. The 2D model is needed to truly understand how much water is conveyed in each of these elements.

Each of these models provide value to this project, and Olsson has utilized both models to understand the nature of flooding and design the project to achieve its goals. The 1D model was the result of extensive study and the best available information for Jordan Creek hydraulics. Since high water marks and corresponding rainfall gage data are limited in this area, the results of the 1D model were used to check the reasonableness of the 2D model. The 1D model served as the primary model for determining whether structures are protected from the base flood, although areas of difference between the two models should be noted and considered. The 2D model has also provided detailed information to aid the project design including velocity and shear stress distributions.

4.2 One Dimensional (1D) Hydraulic Modeling

4.2.1 Existing Condition

4.2.1.1 Geometry

Existing condition geometry was updated with survey data throughout the project site. The model, as received from FEMA, was divided into four reaches. The “Lower” reach is downstream of the box culvert outlet at Main Avenue and includes the Main Avenue bridge.

Upstream of the box culvert outlet, the flow is split, with one reach modeling the box culvert ("Tunnel") and another reach modeling the overland flow ("Overland"). Finally upstream of Washington Avenue a second junction exists and the combined reach at this location is called "Upper".

The channel roughness values from the future-effective FEMA were noticeably low through this urban location. Manning's 'n' values range from 0.02 to 0.05 for the majority the studied section. The model included a note in the description field reading "no well-defined channel. N values represent overland flow area represented by this XS." Since buildings were modeled individually as obstructions within the model, the low n values were determined to be appropriate for this area which is mostly paved.

4.2.1.2 Flow Splits

The future-effective model defines a flow split at the upper junction near Washington Avenue. A portion of the total flow is designated to flow through the box culvert (Tunnel), and the remainder flows through the overland reach (Overland). The flow optimization function was used, which adjusts the flow through each reach by attempting to balance the energy grade at the upstream end of each reach. The resulting flow rates vary only slight from the entered flow rates; however, it should be noted that as the geometry of the downstream overland flow reach is modified to construct a channel through the 404 Jefferson project site, the peak flows will adjust to allow additional flow through the overland reach. This variation in flow creates some challenges when comparing the results between different plans in the Overland reach. See Table 4 for 100-year flow split information.

Table 4. Existing condition 100-year flow split.

	Overland Reach Flow (cfs)	Tunnel Reach Flow (cfs)
Future-Effective FEMA Model	2549	2391
Future-Effective FEMA (Optimized)	2586	2353

4.2.1.3 Results

Modeling output including tabular results, cross sections, and profiles are included in Appendix A. Generally, the base flood elevation varies from approximately 1267.3 feet at Main Avenue to 1273.6 feet at Boonville Avenue. A total of 66 structures are below the BFE between Grant Avenue and Washington Avenue in the existing conditions 1D model.

4.2.2 Proposed Condition

4.2.2.1 Description

Starting with concepts from the design charrette in April 2021, the cross sections for the RJC site and 404 Jefferson Site were updated to reflect the proposed changes. As proposed grading was developed for the 60 percent design plans, model geometry was updated to evaluate project impacts.

4.2.2.2 Flow Splits

Since the existing model splits the overland flow from the box culvert flow in separate reaches, daylighting Jordan Creek will require the junctions in the model to shift to the new entrance and exit location for the Jordan Creek box culvert. In other words, the limits of the overland reach are shifting as the channel is being daylighted. The downstream junction has shifted from Main Avenue to just downstream of Boonville Avenue and cross sections downstream of Main Avenue that were previously in the Overland reach are now in the Lower reach. The upstream junction has shifted to a location just west of the Benton viaduct in the middle of the 404 Jefferson site. The exact location of the box culvert entrance has not been determined however this location fit well with the charrette concept that was developed in this area. Flow optimization was used to recalculate the flow through the box culvert and through the open channel based on balancing energy grade lines at the upstream end of each reach.

Table 5. 100-year flow split comparison (proposed).

	Overland Reach Flow (cfs)	Tunnel Reach Flow (cfs)
Future-Effective FEMA Model (Optimized)	2549	2391
Proposed Condition (Optimized)	2685	2255

4.2.2.3 Geometry and Alternatives

4.2.2.3.1 Channel Geometry

Low flow channel geometry was selected to concentrate base flow through the project. Downstream natural reaches of Jordan Creek are generally straight with widths of 20 to 30 feet measured from an aerial. A low flow width of 5 feet with a minimum valley width of 30 feet (varies) was selected. The low flow size will allow a minimum depth of 3 inches of flow in most base conditions. The low flow width will vary in places to create a natural feel, and newbury weirs will be used to create deeper pools of water through the reach. The valley width was chosen to provide the required flood control without limiting the use and the project site. Iterations were performed as the project design was refined.

4.2.2.3.2 Main Avenue

The Main Avenue bridge was designed in 2017 to be reconstructed in two phases. The first phase would replace the existing bridge in-kind, but it was designed to be expandable. The second phase would expand the bridge to 75-foot length with a vertical north abutment. The HEC-RAS geometry from the second phase of the Main Avenue bridge project was used and not modified for this analysis. Additionally, channel improvement geometry downstream of Main Avenue was not updated and still reflects the proposed improvements from Main Avenue to Grant Avenue from the 2015 concept study (Olsson, 2015).

4.2.2.3.3 Campbell Avenue Bridge Alternatives

Additional capacity is needed beyond the existing stone arch culvert at Campbell Avenue to meet the flood control goals for the project. Olsson evaluated alternatives to add an additional culvert span to the north of the existing stone arch culvert. A single precast concrete span arch bridge was evaluated. The precast arch's open bottom would allow the stream design to be continuous throughout the project and provides an efficient single opening. A 30-foot by 12-foot concrete arch span bridge would result in a headwater elevation of 1267.9 feet. Box culverts were also considered to supplement the existing stone arch. To provide similar results to the con/span arch, two 16-foot by 8-foot concrete box culverts would be required. The concrete arch span bridge was preferred between these two culvert options because it can be a single opening which is more efficient, and it can have a natural bottom. Each of these options assume the existing stone arch may be saved and restored to function during flood event.

Olsson also evaluated a bridge alternative. The bridge alternative would be used to provide a cost comparison if restoring the arch is not feasible. The bridge alternative provides additional benefits including a more efficient hydraulic structure, the ability to widen the bridge and include a western sidewalk, and potentially a higher load rating. A 2-span structure with vertical abutments and a total opening length of 70 feet would result in a headwater of 1268.1 feet - comparable to the culvert alternatives that were evaluated.

4.2.2.3.4 Phelps Street and Boonville Avenue

Four 9-foot by 8-foot concrete box culverts that convey stormwater from Jefferson Avenue will travel west under Phelps Street, cross southwest through the MSU property, and eventually cross under Boonville Avenue before splitting on the west side of Boonville and discharging into the RJC site in two areas.

4.2.2.3.5 BNSF Railroad Crossing Alternatives

Olsson evaluated structure types for the railroad crossing. Due to limited cover, it was determined that a bridge would not be desirable. Continuing the box culvert sections from the MSU property through BNSF right-of-way is the recommended solution. Box culvert plans were submitted to BNSF at the 30% design level for comment. BNSF comments will be incorporated during final design.

4.2.2.4 Results of Selected Alternative

Multiple configurations were evaluated as part of the progression of the project design. Project design workshops were held where city staff, Olsson, and the CMAR discussed different elements of design and construction. During these workshops, design decisions were made which led Olsson to the design elements represented in the 60 percent preliminary plans. The modeling results discussed in this report represent the 60 percent preliminary design.

4.2.2.4.1 Protection of Existing Buildings

The primary flood control objective is to reduce the base flood elevations (BFE) below finished floor elevations (FFE) of existing structures. Finished floor information gathered during the USACE study was used in combination with Olsson survey on buildings near the project site. The BFE is reduced significantly throughout the limits. Generally, the BFE at Main Avenue is reduced to approximately 1265.5 feet while the BFE at Boonville Avenue is reduced to approximately 1268.4 feet, equaling a reduction of two to five feet across the project site. Of the 66 structures that were below BFE in the existing condition, five will be demolished with the projects at RJC and 404 Jefferson, two will be redeveloped, and 55 will be protected in the modeled 100-year event (FFE above BFE). The four remaining structures which will have 10-year to 50-year level of protection are shown in Table 6 and are also compared to 100-year flood elevations with and without the proposed future detention basins. These structures are generally much lower than other nearby structures making them difficult to protect. Figures 4 and 5 show the location of existing buildings within the floodplain. A complete table showing all buildings within the floodplain in the project area for which elevation data was available is included in Appendix A.

Table 6. Structures with less than 100-year level of protection.

Building Identification Number	Address	Description	Finished Floor Elevation (FFE)	Existing Condition 100-Year BFE	Proposed Condition 100-Year BFE	Proposed Condition w/ Detention 100-Year BFE	Protected Storm
8	405 Washington Ave	Express 2000 - Large Building with Green Tin Roof	1273.46	1273.63	1274.21	1273.16	50-year or 100-year with detention
49	420 N Campbell Ave	Brick City/MSU Photo - 140' by 130' Building. Likely redevelopment	1266.90	1269.19	1268.54	1267.37	10-year
53	423 N Campbell Ave	Positronics - 140' by 95' Building	1266.11	1268.02	1266.23	1266.01	50-year or 100-year with detention
61	400 N Main Ave	City Utilities - 50' by 125' Building. Likely redevelopment.	1265.64	1268.01	1266.21	1265.98	25-year or 50-year with detention

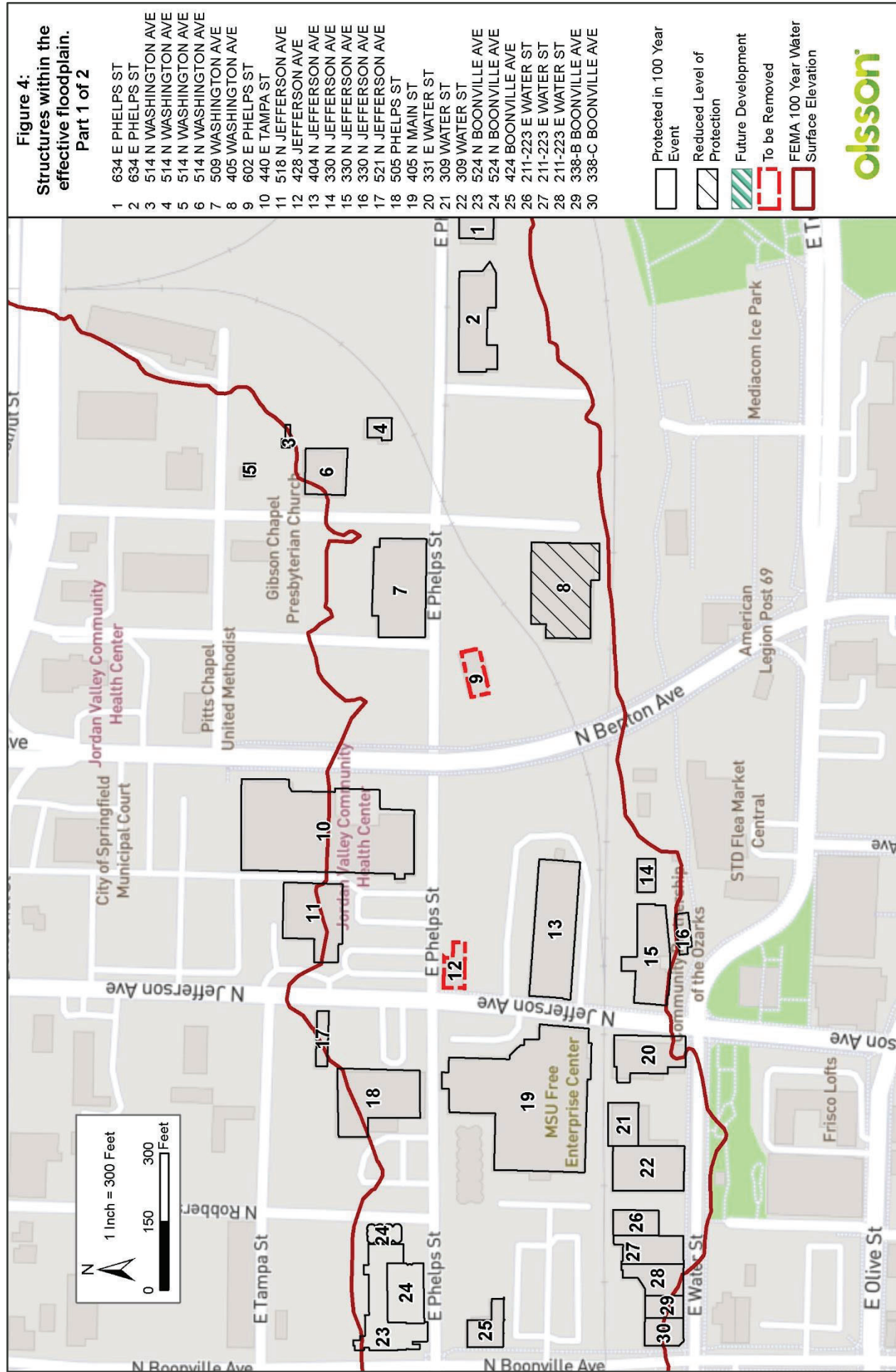


Figure 4: Structures within the effective floodplain. Part 1 of 2.

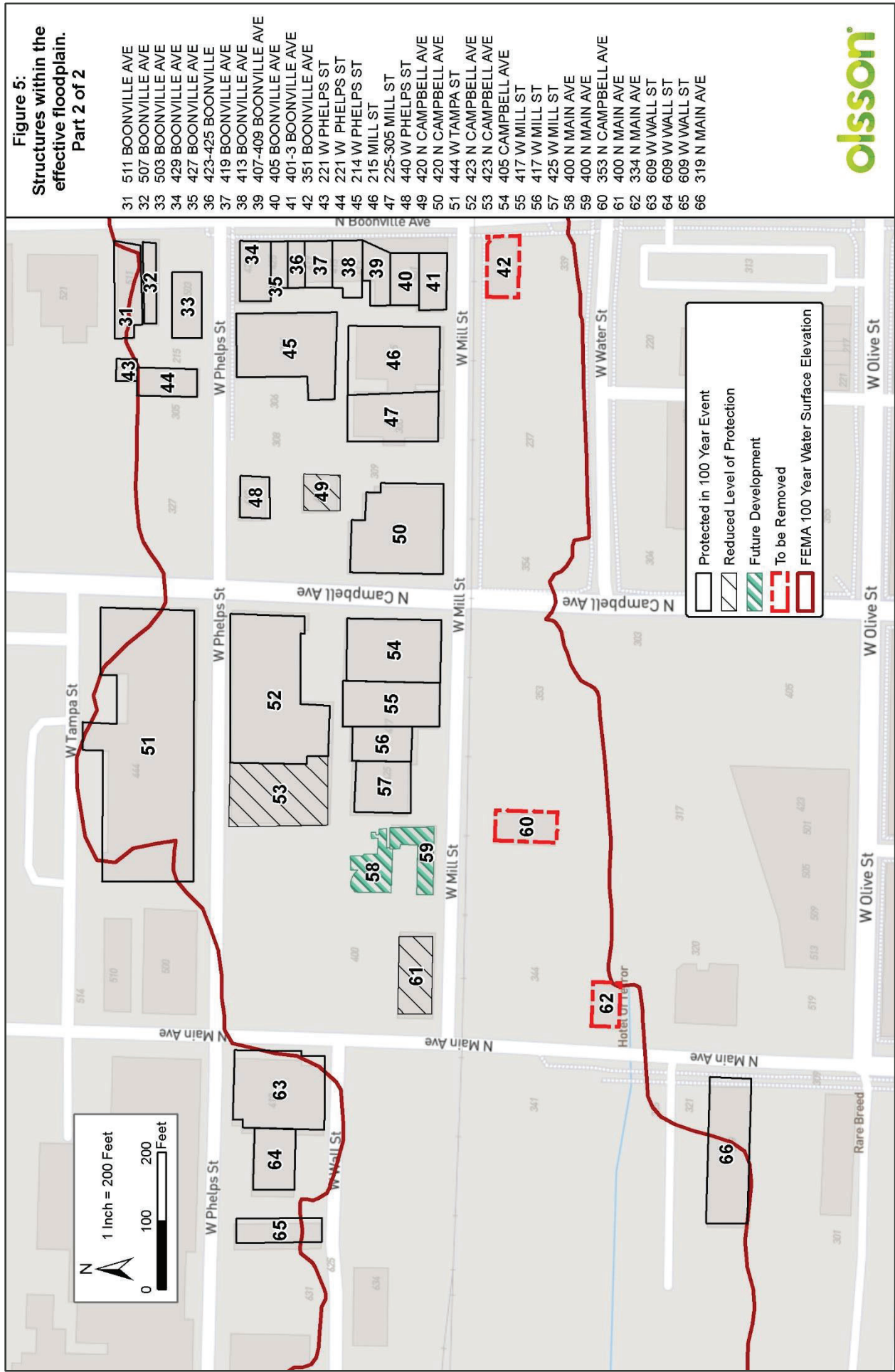


Figure 5: Structures within the effective floodplain. Part 2 of 2.

4.3 Two Dimensional (2D) Hydraulic Modeling

4.3.1 Existing Condition

4.3.1.1 Geometry

4.3.1.1.1 Terrain and Manning's "n" Values

The terrain for the existing model was composed of three pieces – topographic survey data, downstream channel cross sections, and 2010 lidar data. The survey data was collected by Olsson throughout the RJC site. As the survey available did not have detailed data for the channel downstream of the box culvert, surveyed cross sections that were used in the FEMA HEC-RAS model were used to define the in-channel terrain downstream of the project. Lidar data was used to fill in the rest of the area beyond the survey limits.

A Manning's "n" roughness layer was developed using GIS to create a detailed land cover layer of the project area. The land was divided into a variety of categories and assigned two dimensional (2D) Manning's roughness values based on each category. Very limited high water marks with corresponding flowrates or rainfall are available for calibrating the 2D model. The reliability of these measurements is uncertain, and for that reason they were not used for calibration of the USACE 1D model but only as a comparison. Since an extensive study had been completed on the existing condition of Jordan Creek in the USACE 1D model and since the 100-year flood elevations have been accepted as the best available information, the flood elevations from the 1D model were used as to check the reasonableness of the existing condition 2D model. Manning's roughness values were adjusted in the existing condition 2D model within reasonable ranges with the goal of matching 100-year flood elevations from the 1D model within 0.5 feet. Similar to the 1D model, buildings are modeled as obstructions, therefore the roughness values that are chosen represent the surface conditions without buildings. Manning's 2D roughness categories for pavement, open space, developed open space, and grass were generally utilized to represent the existing condition roughness. The calibration process consisted of comparing the existing conditions 2D max water surface elevation raster to the future-effective water surface elevation raster from the FEMA 1D model. The future-effective water surface elevation raster was created using the 1D model cross section results. Some differences are to be expected in the 2D model due to more complex, and in many cases more accurate, modeling of shallow urban flow and losses associated with obstructions and change in direction (as noted in Section 4.1). Olsson evaluated the results and accepted differences greater than 0.5 feet at areas that can be explained by calculation differences between 1D and 2D. After calibration, four areas had differences larger than 0.5 feet. Figure 1 shows the areas of interest.

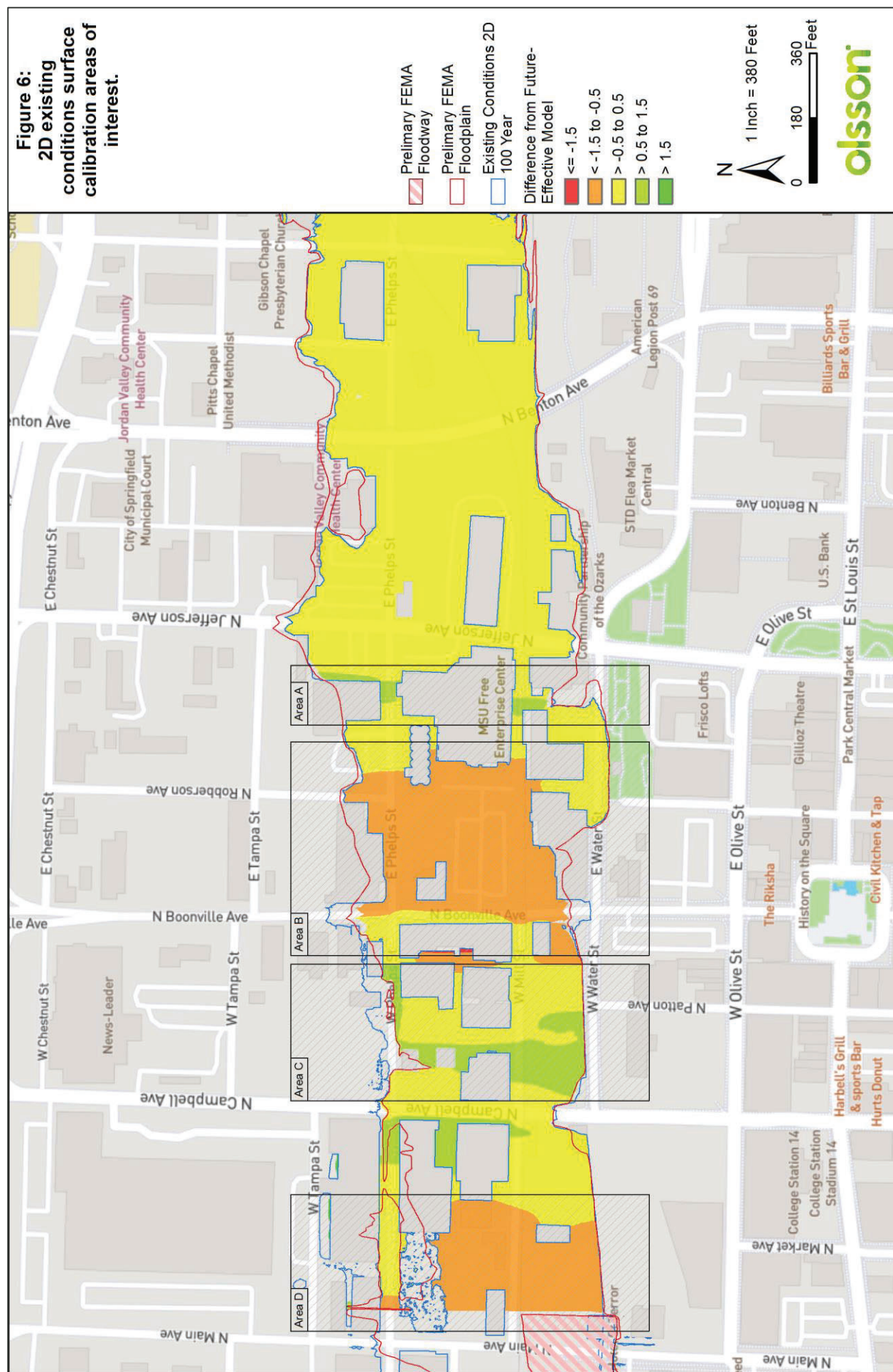


Figure 6. 2D existing conditions surface calibration areas of interest.

The 2D BFE results are higher than the 1D model in Area A. This location has the smallest conveyance opening between buildings of any location on the project mostly due to the Missouri State University (MSU) building located in the middle of the floodplain. It is reasonable that the 2D model would calculate larger head losses at this location which would explain a higher water surface elevation.

Area B is located between Boonville Avenue and Robberson Avenue, and this area has 2D elevations that are greater than 0.5 feet lower than the 1D model. In this area, the 1D model was observed to have a sharp four-foot decline in the base flood elevation at Boonville Avenue. Cross sections are oriented to flow straight west which result in a sudden contraction on the west side of Boonville. In the 2D model flow travels southwest through the parking lot resulting in a much more gradual transition and less hydraulic losses.

Area C is located just east of Campbell Avenue, and this area has 2D elevations that are greater than 0.5 feet higher than the 1D elevations. Water surfaces would actually compare within 0.5 feet at this location if not for a drop in the 1D water surface from Campbell Avenue to the next cross section 100 feet upstream. These dips are typically ignored when interpreting 1D model results, as in 1D modeling it is generally expected water surface elevations to increase in the upstream direction.

The 2D elevations in area D were also lower than the 1D model. This difference is attributed to the bridge modeling at Main Avenue. In the 1D model, the bridge is modeled across the entire floodplain and entrance losses are calculated based on the total flow in the cross section. In the 2D model, only flow discharging from the box culvert and minimal overland flow passes through the bridge at Main Avenue, and the structure performs well. The remaining flow to the north flows overland and is calculated with 2D equations. After reviewing the results in detail, the 2D results appear to be more correct at Main Avenue. The resulting calibrated 2D model compares well with the future-effective 1D model and areas with larger differences are understood.

Table 7. Existing 2D Manning's "n" values.

<i>Land Cover Name</i>	<i>2D Manning's "n"</i>
<i>Concrete lined channel</i>	0.025
<i>Gravel, short grass</i>	0.05
<i>Industrial</i>	0.04
<i>Open green park</i>	0.03
<i>Parking lot</i>	0.04
<i>Pavement, commercial</i>	0.04
<i>Railroad</i>	0.04
<i>Railroad lot</i>	0.04
<i>Road</i>	0.03
<i>Short grass</i>	0.07
<i>Trees</i>	0.1

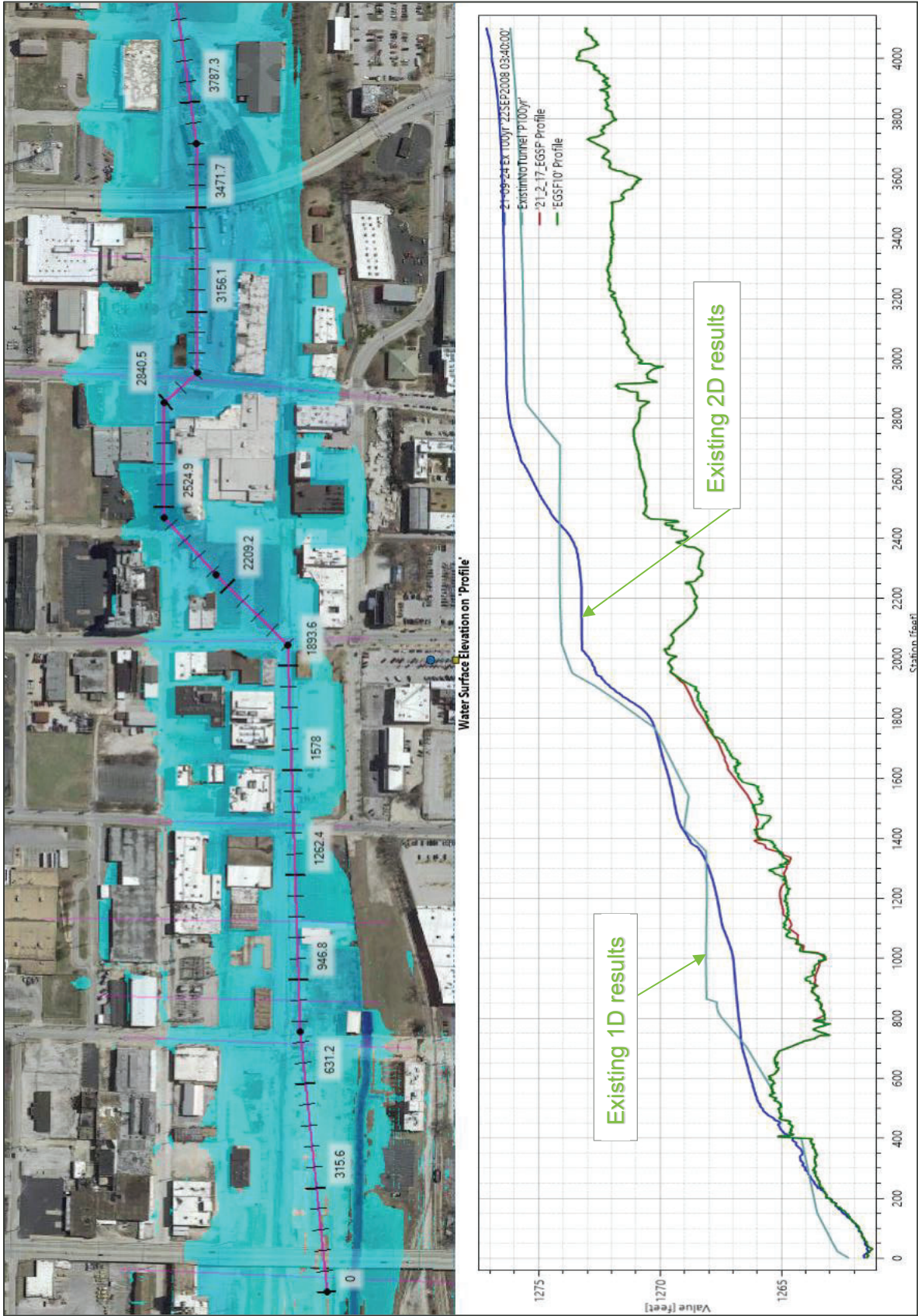


Figure 7: Plan and Profile of Comparison of 1D and 2D 100-year water surface elevation.

4.3.1.2 2D Mesh

A 2D mesh was created that extends throughout the full width of the floodplain with a resolution of 8 feet by 8 feet. Breaklines were added to the mesh from Olsson survey to add definition to certain terrain features such as roads, stream banks, railroads, curbs, and gutters. Buildings were added as obstructions and as breaklines. Boundary conditions were added throughout the mesh to allow water to enter and leave the mesh during simulations. Figure 8 shows the existing condition mesh.

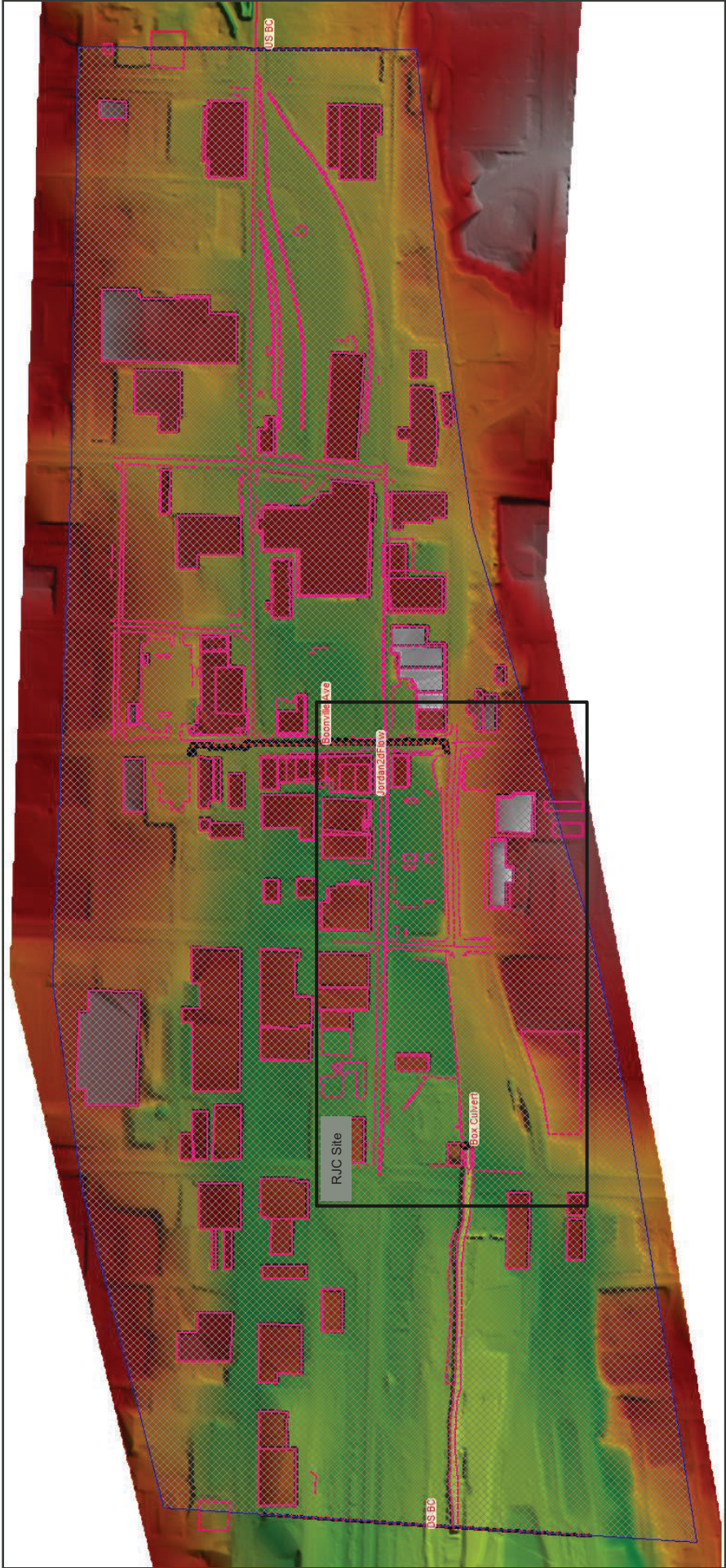


Figure 8. Existing conditions 2D mesh.

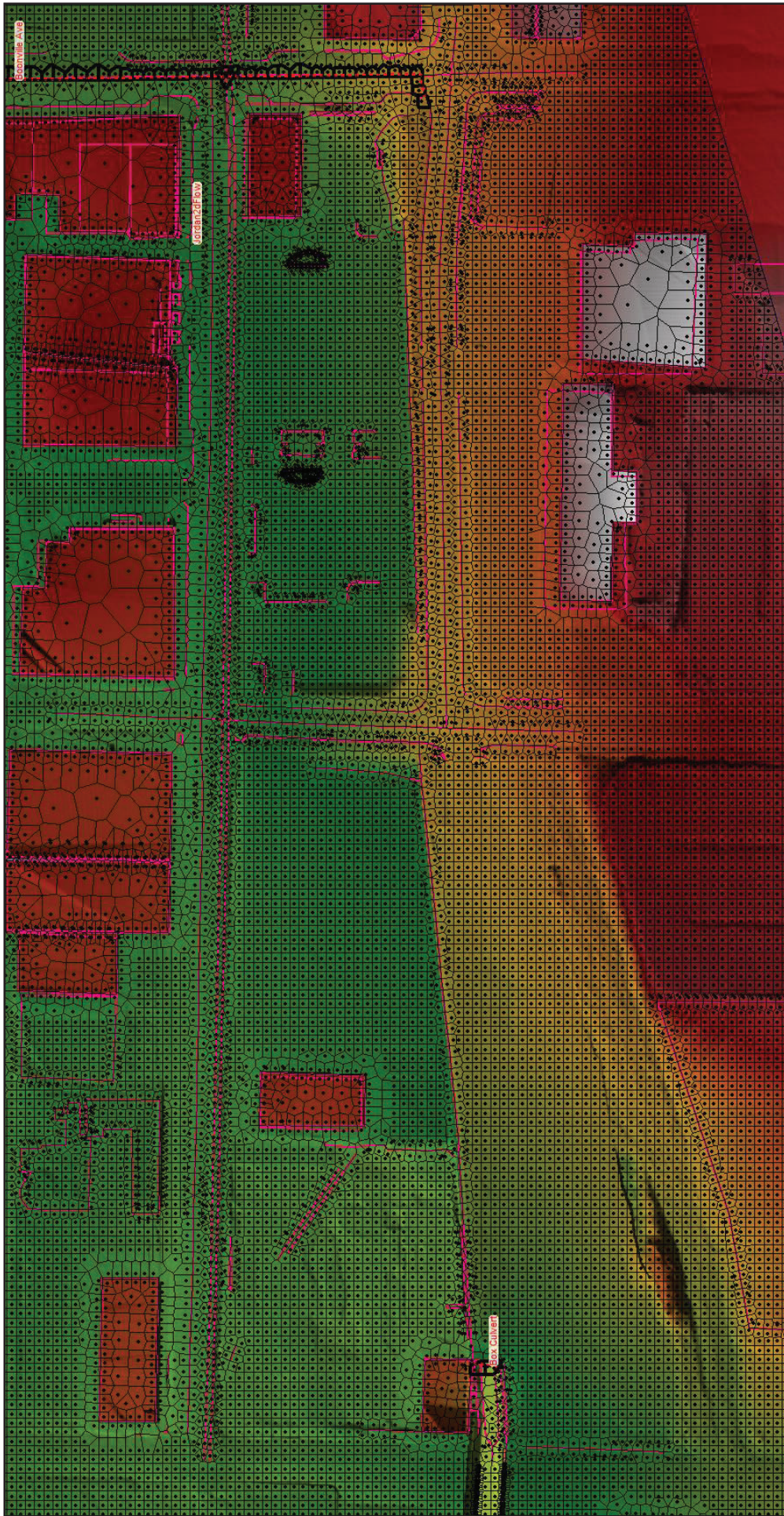


Figure 9. RJC site existing conditions 2D mesh.

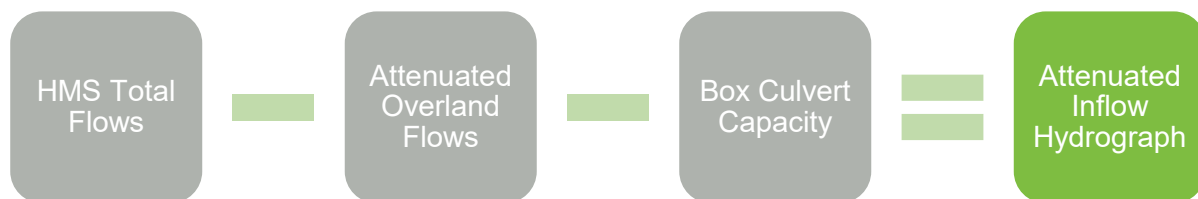
4.3.1.3 Inflow Hydrographs

As discussed in Section 3.1, various locations throughout the project area have corresponding HMS elements that provide total flows for that location. Three locations were selected as points to add flow to the model – Washington Avenue, Boonville Avenue, and Main Avenue. Boundary conditions were added at each site and assigned a corresponding inflow hydrograph. For the existing model, the total HMS flows at these locations were modified to represent the incremental hydrologic changes through the project site.

Because of the existing box culvert that runs from Washington Avenue to Main Avenue, the hydrograph at Washington Avenue was modified to reflect how flow would split between the culvert and the overland. The capacities used for the box culvert came from the future-effective FEMA model. The following logic was used: if the total flow at Washington Avenue was less than or equal to the box culvert capacity, the flow was routed through the box culvert. If the total flow at Washington Avenue was greater than the box culvert capacity, the total box culvert capacity was removed, and the remaining flow became the Washington Avenue inflow hydrograph.

The existing conditions inflow hydrographs for Boonville Avenue and Main Avenue represent a modification of the total HMS Flows. Figure 10 shows the logic used to attenuate the hydrographs.

Figure 10. Process for Boonville Avenue and Main Avenue inflow hydrographs.



4.3.1.4 1D/2D Peak Flow Comparison

The peak flow rates at Boonville Avenue and Main Avenue were compared to the future-effective FEMA model flows. The results confirm that peak flow values compare well with the FEMA steady state peak flow rates. Table 8 shows the results of the comparisons.

Table 8. 2D attenuated peak flows compared to 1D peak flows.

	Boonville Avenue	Main Avenue
2D Peak Flow Rate	2470 cfs	5200 cfs
1D Peak Flow Rate	2550 cfs	5200 cfs
Percent Difference	3.24%	0.00%

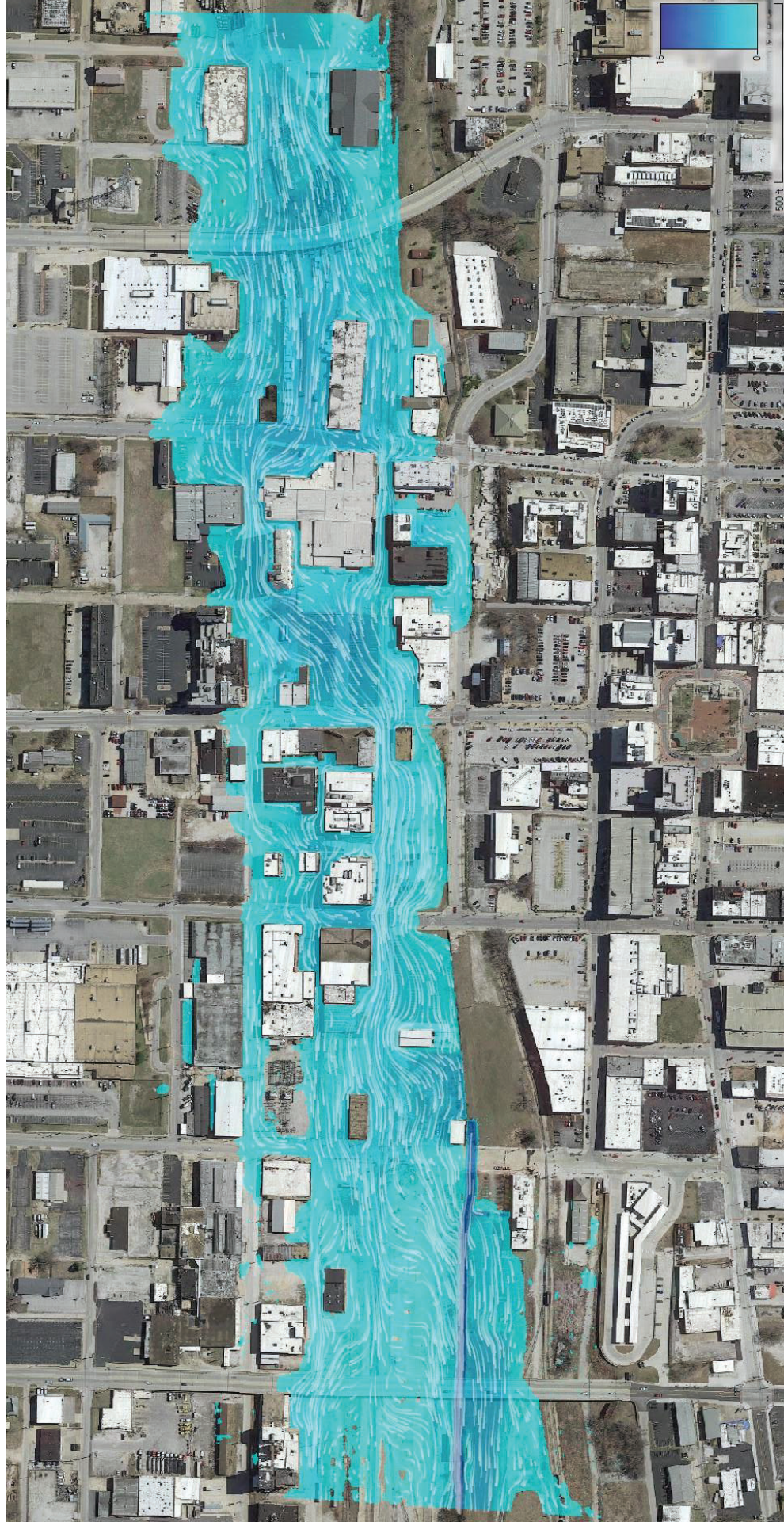


Figure 11. 2D existing conditions 100-year depth (ft) map with particle tracing.

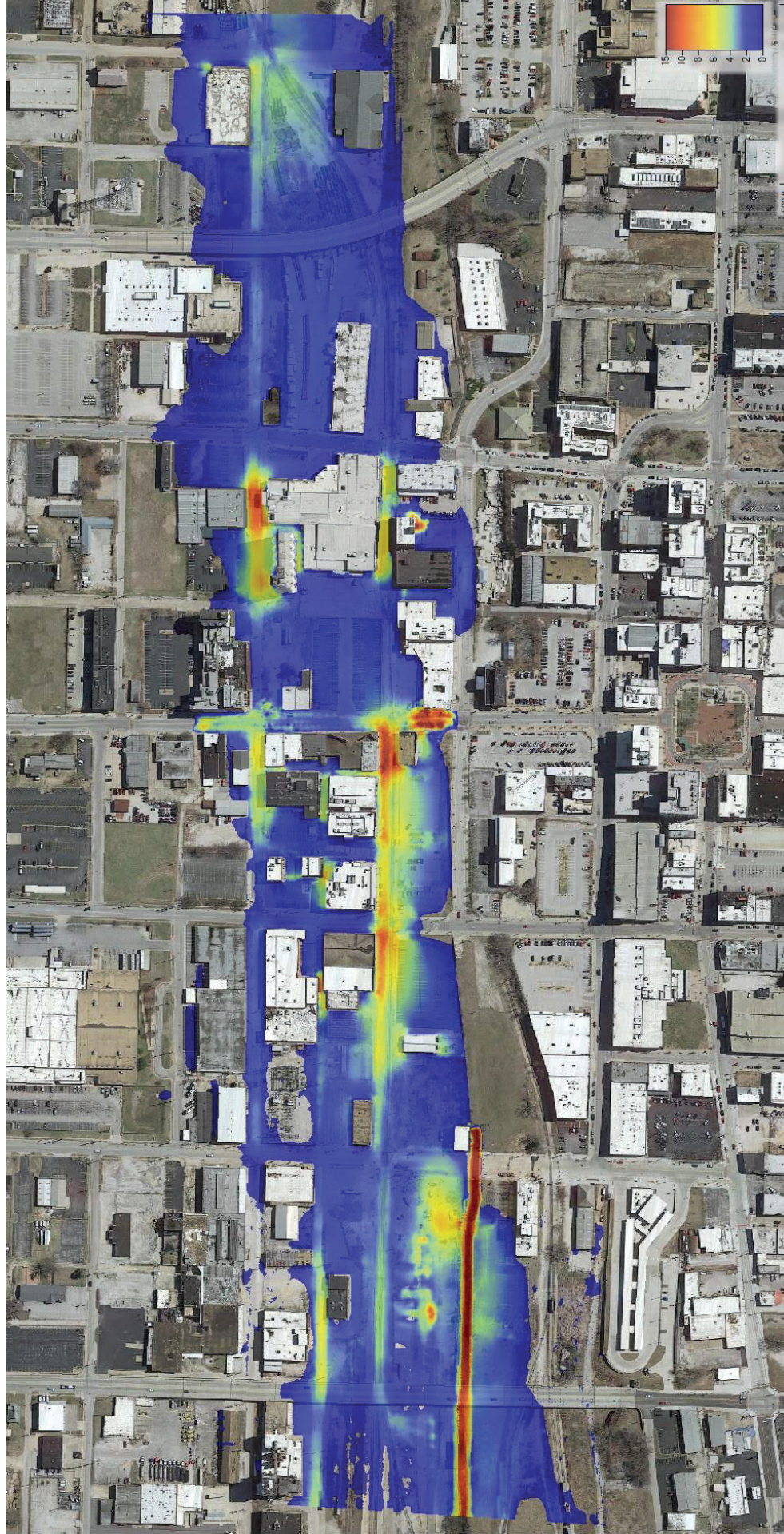


Figure 12. 2D existing conditions 100-year velocity (ft/s) map.

4.3.2 Proposed Condition

4.3.2.1 Geometry

4.3.2.1.1 Terrain and Manning's "n" Values

The terrain for the proposed model was made up of five pieces – two proposed project sites, survey data, downstream channel cross sections, and lidar data. The two project sites are the RJC site, located between Boonville Avenue and Main Avenue, and the 404 Jefferson site, located between Washington Avenue and Jefferson Avenue. The proposed terrain incorporates the design surface for the RJC site assuming the full phase-two bridge at Main Avenue and a schematic terrain reflecting the future improvements at 404 Jefferson. Lidar (2010) and survey data were used to fill in the rest of the area beyond the project limits.

The existing conditions Manning's "n" layer was also updated to account for the improvements at RJC and 404 Jefferson sites. New additions to the proposed Manning's categories include riparian corridor and urban plaza. A Manning's "n" value of 0.07 was selected for urban plaza to account for the landscaping, benches, tables, fences, etc. The riparian corridor Manning's "n" value of 0.045 was chosen to represent the channel section. Roughness values in the channel are comparable to 1D channel roughness values.

Table 9. Proposed 2D Manning's "n" values

<i>Land Cover Name</i>	<i>Manning's "n" value</i>
<i>Gravel, short grass</i>	0.05
<i>Industrial</i>	0.04
<i>Open green park</i>	0.03
<i>Parking lot</i>	0.04
<i>Pavement, commercial</i>	0.04
<i>Railroad</i>	0.04
<i>Riparian corridor</i>	0.045
<i>Road</i>	0.03
<i>Urban plaza</i>	0.07

4.3.2.1.2 2D Flow Area

Like the existing conditions model, a 2D flow area was created that extends throughout the full width of the floodplain. The flow area consists of a computation mesh with a resolution of 50 feet by 50 feet outside of the floodplain, 20 feet by 20 feet within the floodplain and a range from 10 feet by 10 feet to 2 feet by 2 feet along breaklines. Breaklines were added to the mesh to add definition to certain terrain features such as roads, stream banks, railroads, curbs, and gutters. Linework for the break lines was imported from survey data outside of the project area, while project design linework was used as break lines within the proposed project area. Buildings were added to the mesh as break lines and ineffective flow areas. Boundary conditions were added throughout the mesh to allow water to enter and leave the mesh during computations. Figure 13 shows the proposed mesh and flow area.

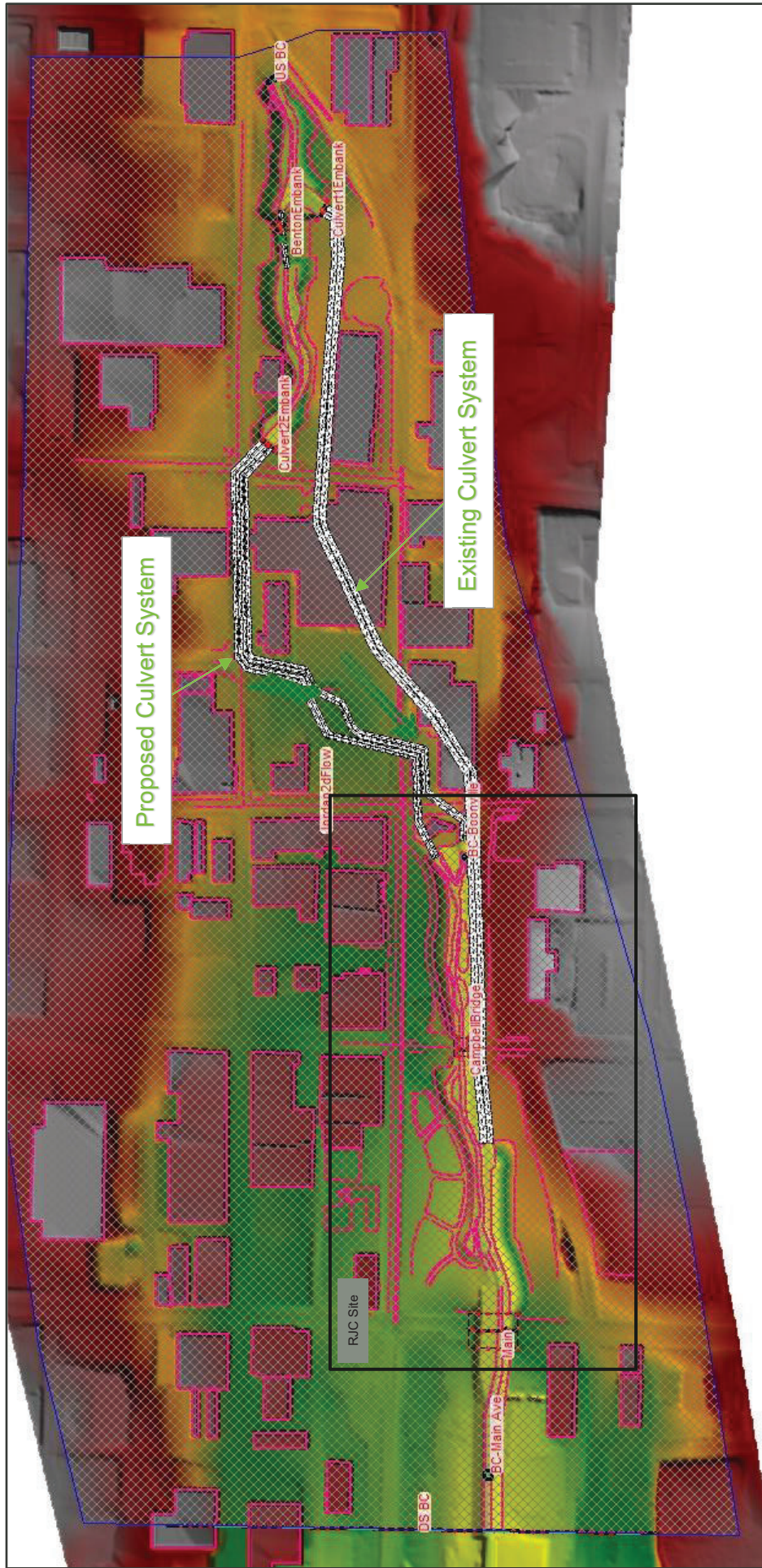


Figure 13. Proposed conditions 2D mesh.

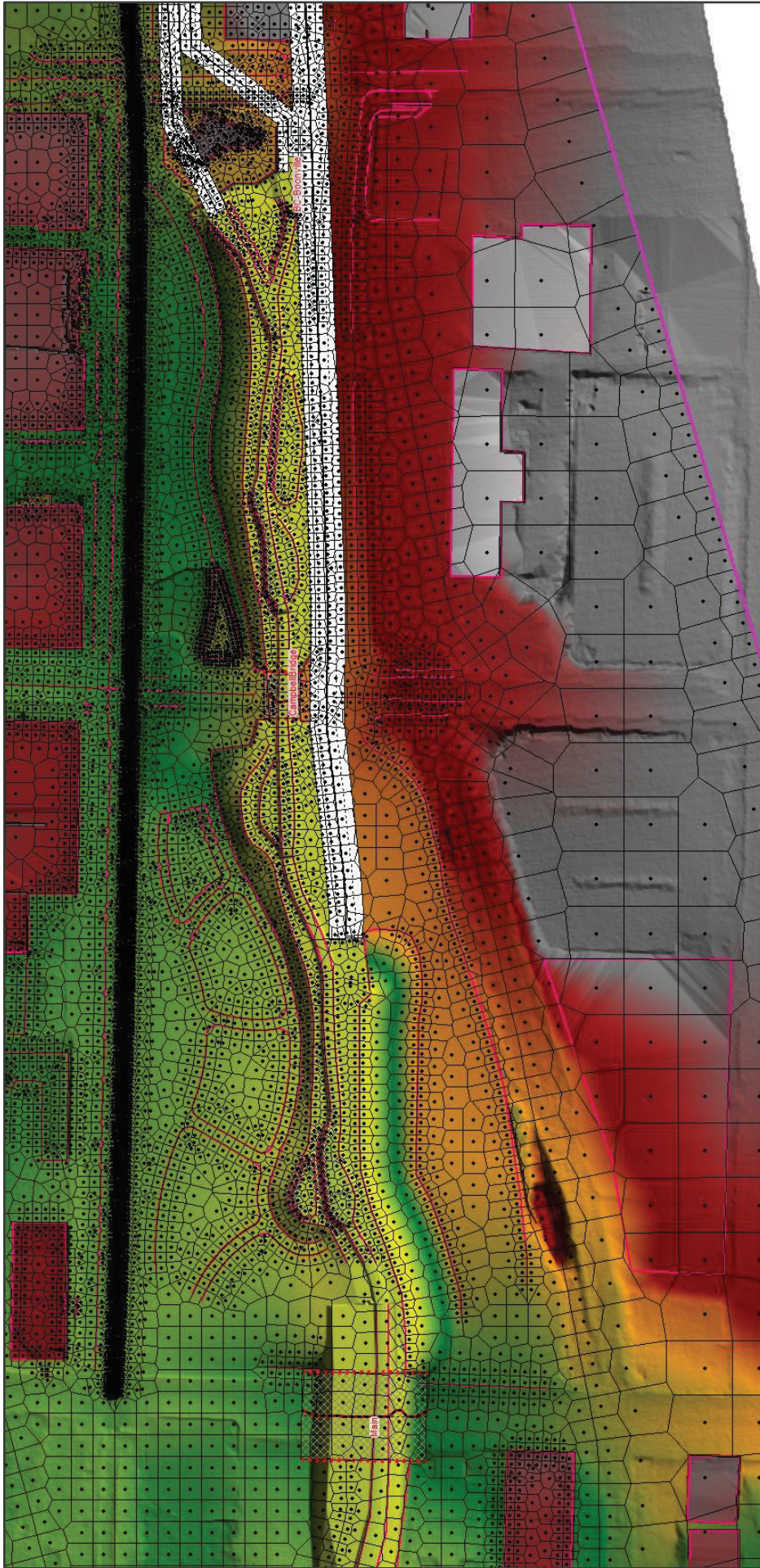


Figure 14. RJC site proposed conditions 2D mesh.

4.3.2.1.2.1 2D Area Connections

Two-dimensional area connections are used to transfer flow in space across a 2D area or to different 2D areas. The proposed culvert connections between the RJC site and the 404 Jefferson site were modeled as 2D area connections using the culvert design from the IDEA Commons box culvert project (Project Number: 2018PW0022). The proposed culvert consists of four 9-foot by 8-foot RCB culverts that run southwest as shown in Figure 15.

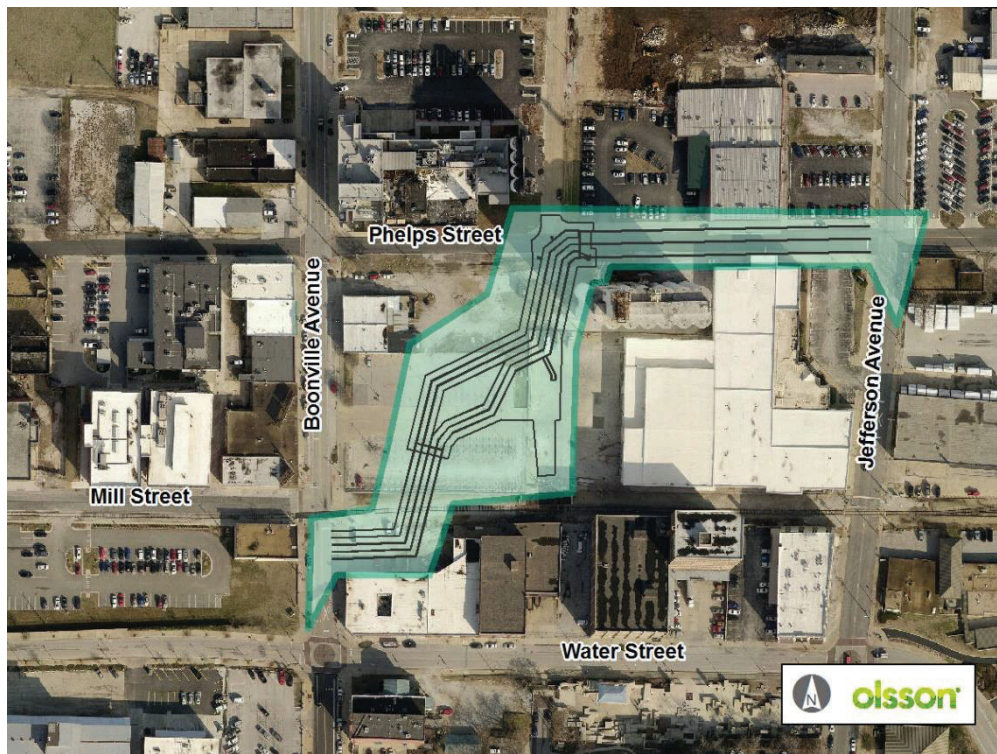


Figure 15. Layout of proposed culvert system.

The existing box culvert will remain and continue to function for flood control between the 404 Jefferson site and the RJC site. At this point, the new entrance location for this culvert is anticipated to be in the middle of the 404 Jefferson site and east of the Benton viaduct. One 2D area connection was used for the proposed system and one connection was used for the existing system, however individual culverts were modeled for each culvert cell within the connection. The connections are made up of an embankment and culverts. The culvert calculations within HEC-RAS 2D are not capable of evaluating long tunnels which have variation in shape and slope because the inputs are limited to one value. Previous hydraulic evaluations completed have modeled each of these culverts in detail to identify their design capacity. Using the previously calculated culvert capacity values, the 2D area connection culverts were calibrated by adjusting the roughness values until the flow through the culvert was within the acceptable range. Table 10 shows the Manning's "n" values selected for the 2D area connection culverts.

Table 10. Proposed 2D Culvert Manning's "n" values.

Culvert	Manning's "n" value
Existing Jordan Creek Box Culvert	0.018*
Proposed Jefferson to Boonville Culvert	0.015*

*Calibrated

There are three bridges within the RJC site, a pedestrian bridge 150 feet east of Campbell Avenue, a bridge at Campbell Avenue, and a bridge at Main Avenue on the west side of the RJC project site. For the proposed 2D model, only the Campbell Avenue bridge and Main Avenue bridge were modeled. The pedestrian bridge was not incorporated into the 2D model because according to the 1D model, the 100 year storm does not impact the low cord of the bridge deck.

Section 4.2.2.2.2 discusses the different Campbell Avenue bridge alternatives. The selected bridge was modeled in the 2D model as a 2D area connection utilizing a bridge (internal to 2D flow area) structure type. It consists of a 30-foot by 12-foot precast concrete span arch bridge.

The proposed Main Avenue Bridge was also modeled as a 2D area connection utilizing a bridge (internal to 2D flow area) structure type; it is a two span bridge with a pier to reflect future development plans for the downstream channel.

4.3.2.2 Inflow Hydrographs

For the proposed conditions, inflow hydrographs were used at the upstream end, Boonville Avenue, and Main Avenue. The upstream hydrograph was the total HMS flows while the Boonville Avenue and Main Avenue hydrographs were generated using the attenuated method described for the existing conditions hydrographs. Box culverts were modeled as 2D area connections therefore the box capacity was not subtracted from the flow hydrographs.

4.3.2.3 Results

The proposed condition 2D modeling results provide realistic detail on how the project will control flooding in Jordan Creek. These modeling results informed the project design by identifying locations where the 1D model may be under conservative in its assessment of flood protection. At this point in concept level design, changes can still be made to adjust the project design or flood control goals if needed. Detailed velocity rasters were also generated from the models that highlight high velocity areas near the culvert discharge but also reflect the design intent to reduce velocities in pedestrian areas.

Differences in water surface elevations are expected in the 2D model when compared to the 1D model. Water surface elevations may be higher or lower depending on the specific location. The

comparison of existing conditions model results identified key differences in the 2D model results that were understood to be caused by change in flow direction, additional loss calculations, or a better representation of flow splits and overland flow versus flow through channels and culverts/bridges. The 2D model results were reviewed and compared to finished floor elevations of buildings within the project area. This evaluation was previously performed with the 1D model and revealed four structures that are below the 100-year flood elevation. Increased flood elevations at select locations within the 2D model resulted in an additional five buildings that are shown below the 100-year flood elevation. Figure 16 and Table 11 show the buildings that are below the 100-year water surface in the 2D model.

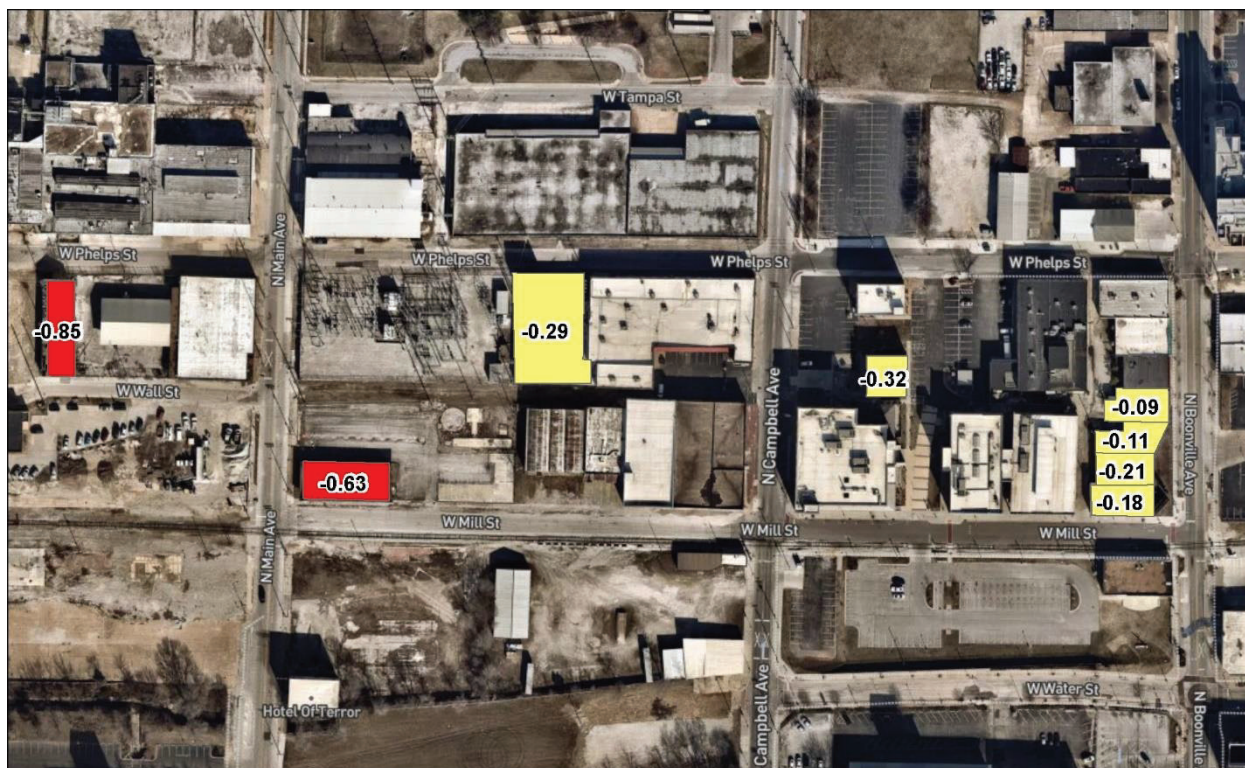


Figure 16. Buildings below 2D 100-year elevation (negative freeboard labeled)

Table 11. Structures with less than 100-year level of protection.

Building Identification Number	Address	Description	Finished Floor Elevation (FFE)	Existing Condition 100-Year BFE	Proposed Condition 100-Year BFE	Protected Storm
8	405 Washington Ave	Express 2000 - Large Building with Green Tin Roof	1273.46	1276.09	1273.87	50-year
38	413 Boonville Ave	Retail Strip Mall on Boonville	1270.33	1273.24	1270.42	50-year
39	407 & 409 Boonville Ave	Retail Strip Mall on Boonville	1270.31	1273.23	1270.42	50-year
40	405 Boonville Ave	Retail Strip Mall on Boonville	1270.20	1273.24	1270.41	50-year
41	401-3 Boonville Ave	Retail Strip Mall on Boonville	1270.20	1272.93	1270.38	50-year
49	420 N Campbell Ave	Brick City/MSU Photo - 140' by 130' Building	1266.90	1269.73	1267.22	50-year
53	423 N Campbell Ave	Positronic - 140' by 95' Building	1266.11	1268.47	1266.40	25-year
61	400 N Main Ave	City Utilities - 50' by 125' Building. Likely redevelopment.	1265.64	1267.00	1266.27	10-year
65	609 W Wall St	Melton Electric – 129' by 38' Building	1264.95	1267.53	1265.80	10-year

Four of these buildings are located on the northwest corner of Boonville Avenue and Mill Street. A large constriction at this location is causing a level pool northeast of Boonville Avenue and Mill Street. The 1D model appears to show the WSE at this location dropping near Boonville Avenue and overland flow disappearing. It appears more likely that the 2D model is correct in showing water elevations increasing upstream of this constriction. The project includes an elevated plaza

and a future building at the southwest corner of this intersections. These elements are included in the proposed modeling.

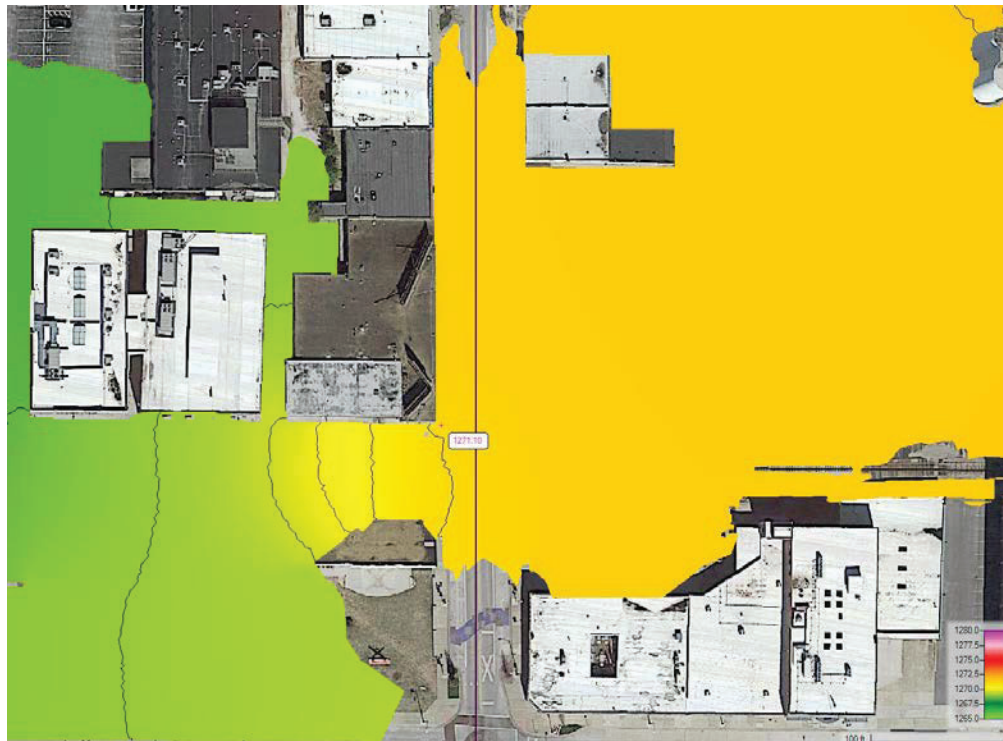


Figure 17. Max 2D water surface elevations at Boonville Avenue and Mill Street

Water surfaces are also higher at the downstream side of Campbell Avenue north of Mill Street when compared to the 1D model, impacting the corner structure at 423 Campbell. Drawdown on the downstream side of bridges is generally more isolated to the channel location in 2D models which results in higher water surface elevations in the overbanks downstream of bridges when compared to 1D results. Finally, a low lying storage shed at 609 Wall Street is below the 100-year water surface elevation due to increased overbank elevations from flow bypassing the Main Avenue bridge.

As noted, velocity results indicate high velocities near the proposed Campbell Avenue culvert crossing. The new north cell is intended to have a natural bottom design. During final design, velocities should be re-evaluated to select appropriate materials through the culvert. Armoring upstream and downstream of the culvert location should also be considered.

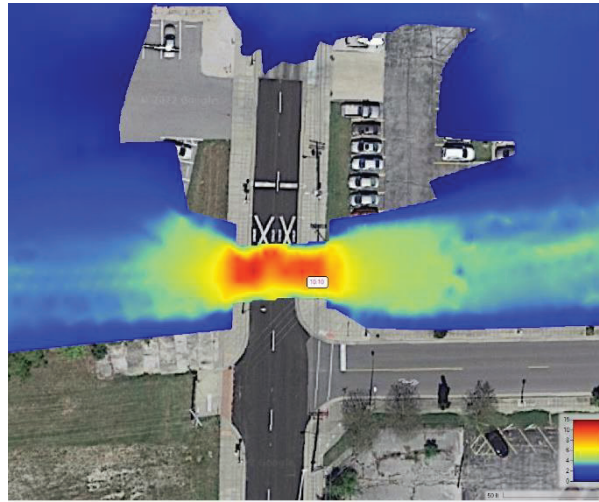


Figure 18. 100-year velocity results at Campbell Avenue

The velocity results at the existing box culvert discharge location west of Campbell are much more modest as shown in Figure 19. Peak 100-year velocities in the within the channel are typically five to seven feet per second.

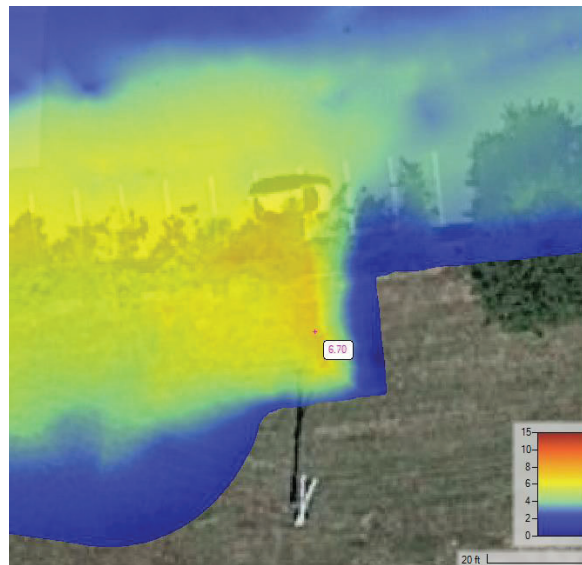


Figure 19. 100-year velocity results west of Campbell Avenue

The velocity results at the box culvert discharge location near Boonville Avenue are shown in Figure 20. Peak 100-year velocities in the elevated pedestrian areas are near two feet per second while velocities within the channel are typically three to six feet per second. Results maps for the entire project area are included below and in Appendix B.

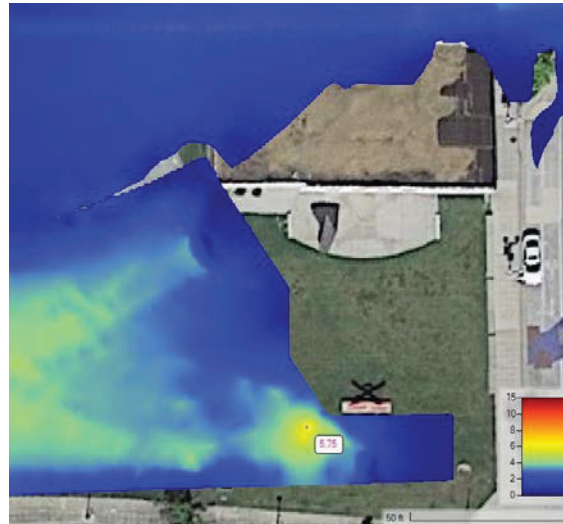


Figure 20. 100-year velocity results at Boonville Avenue

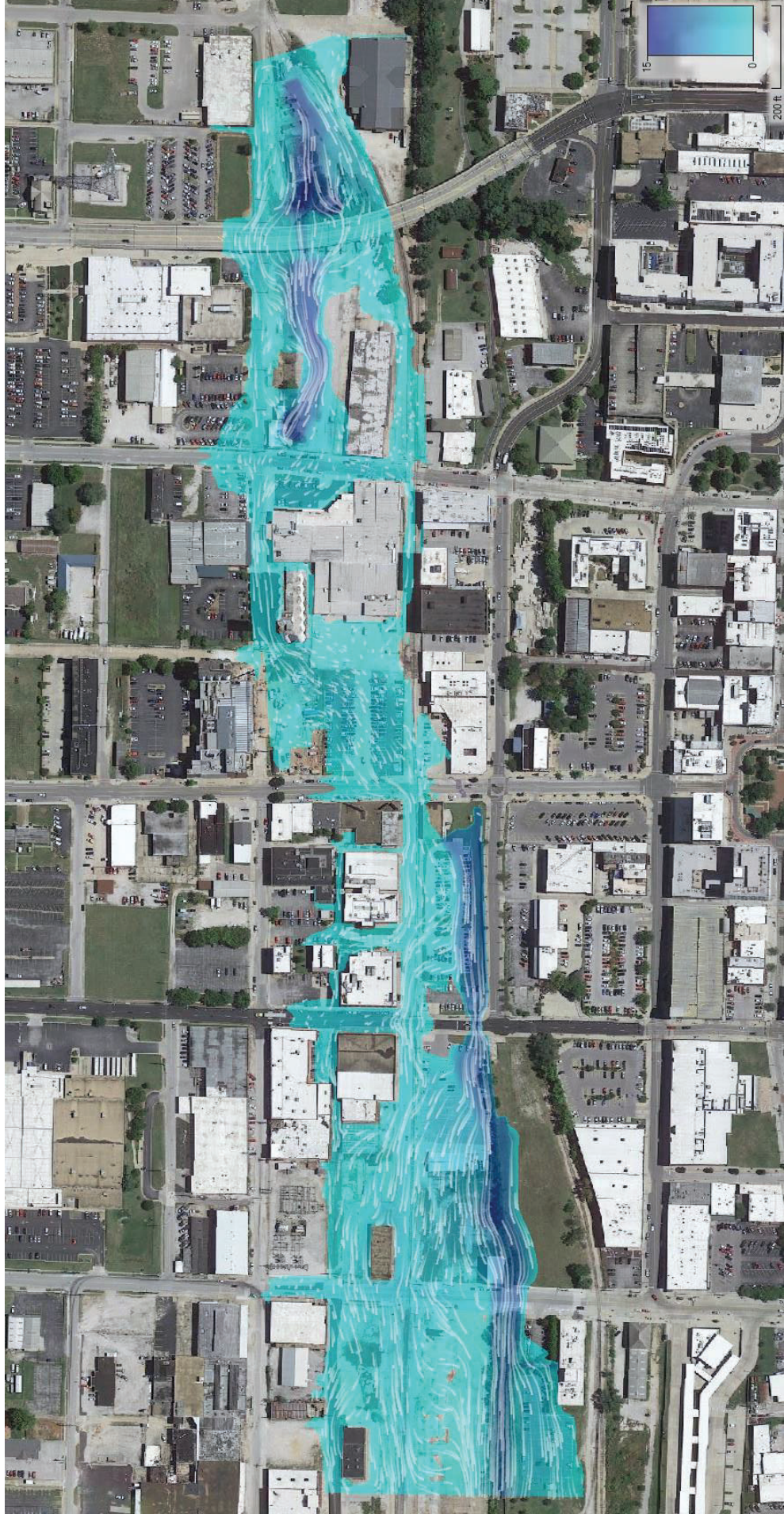


Figure 21. 2D proposed conditions 100-year depth (ft) map with particle tracing.

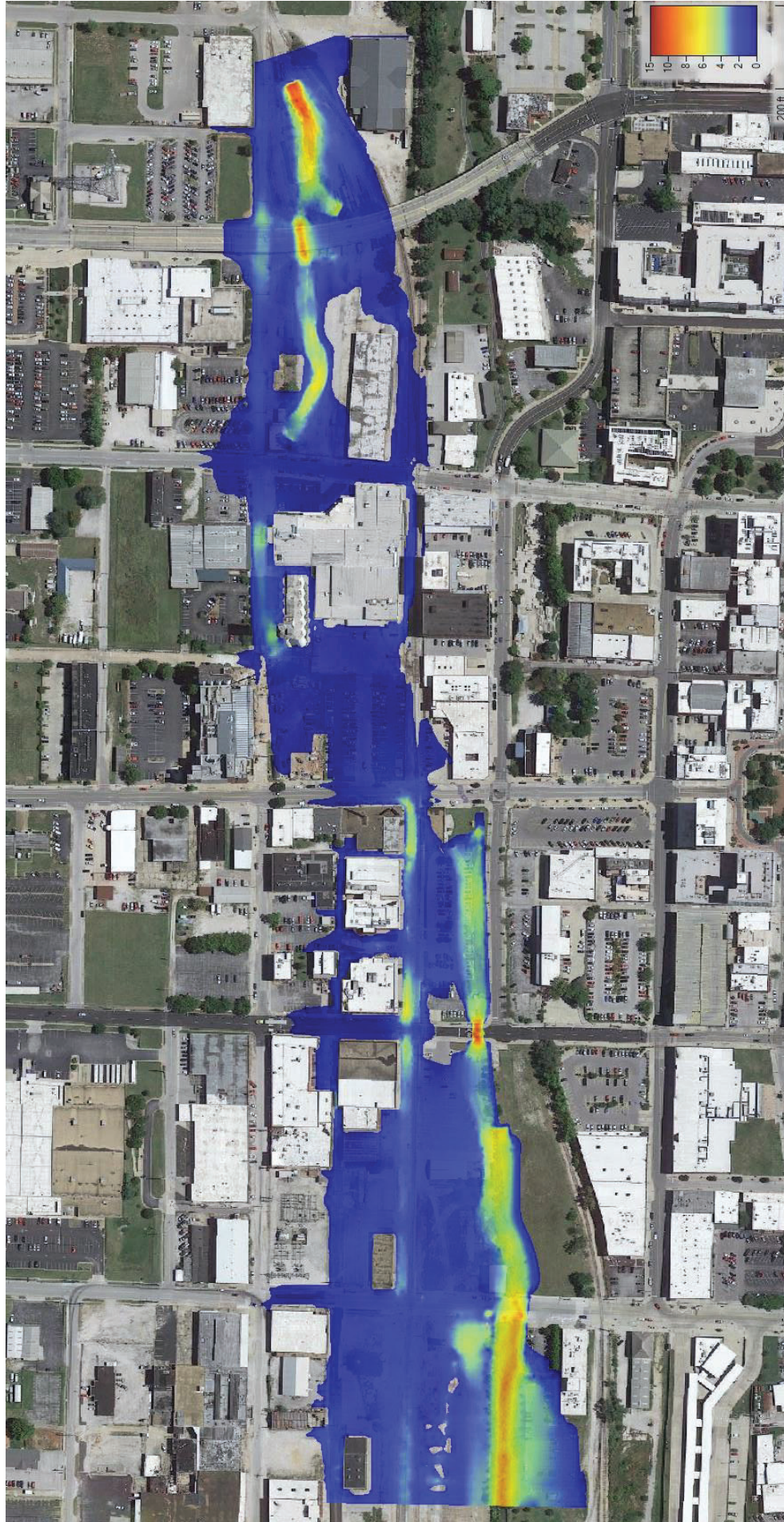


Figure 22. 2D proposed conditions 100-year velocity (ft/s) map.

5. SUMMARY

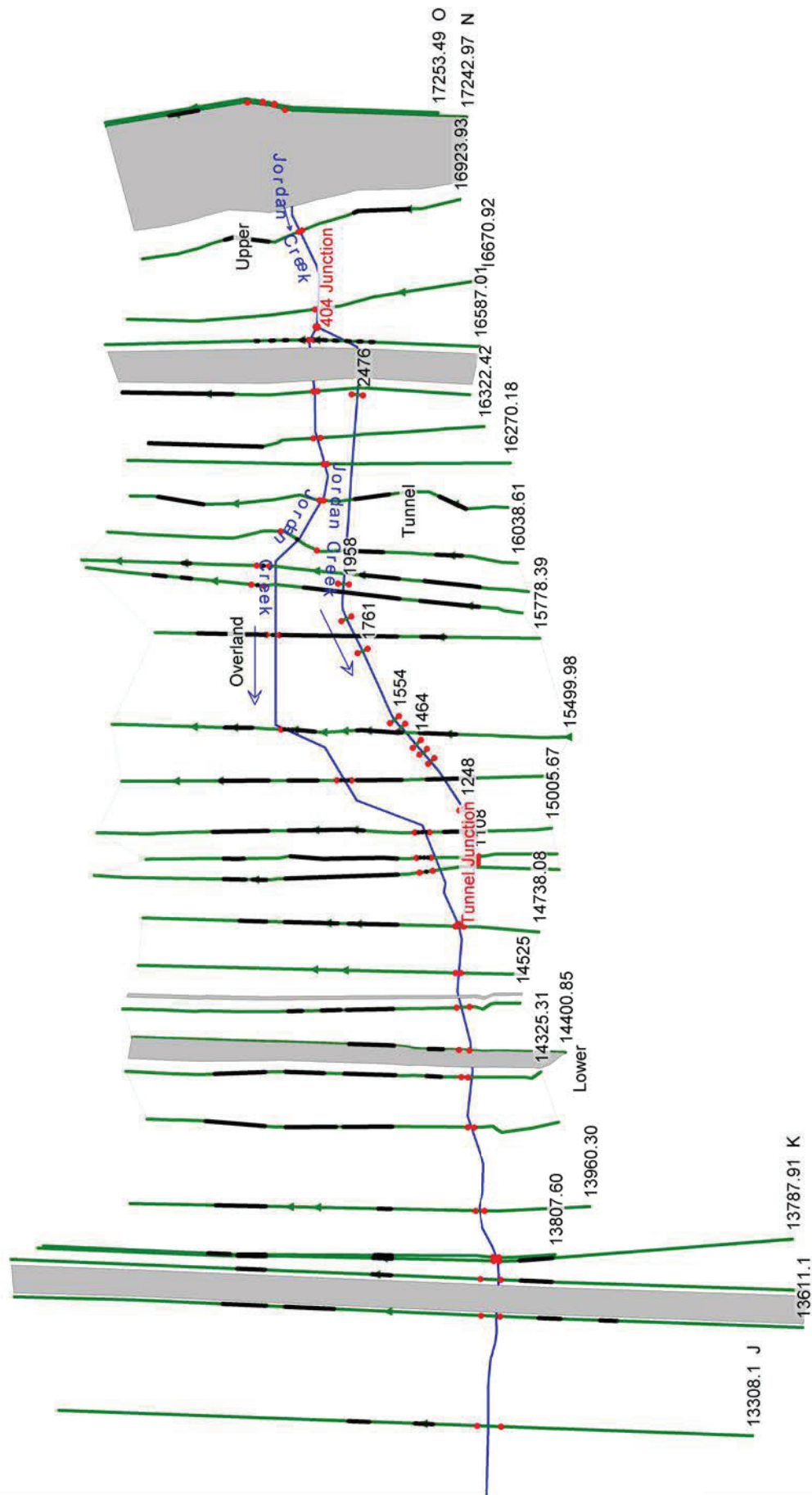
The hydraulic goal for this project is to protect existing structures from flooding by reducing base flood elevations to below finished floor elevations. This project has been studied previously using 1D effective FEMA models. The proposed project design for RJC is more focused on being a useful urban space than previous modeling efforts depicted which focused on using the space entirely for flood control. Flood reductions from this project are significant and will result in flood elevations lowering by half a foot to three feet and 57 structures being protected according to 2D modeling. Some structures were determined to be very difficult to protect in the 100-year. These structures are extremely low even compared to adjacent buildings but will be provided increased protection with this project. The 2D modeling results provided a better understanding of project hydraulics than previous hydraulic studies. The 2D model results appear to be valid, reasonable, and offer good understanding of differences between 1D and 2D results. This 2D model revealed the potential differences in water surface elevations and additional buildings (compared to the 1D analysis) that will have less than 100-year levels of protection. This information will be used to further evaluate the project design during the preliminary and final phases of design.

6. REFERENCES

1. City of Springfield. (2013). "Jordan Creek Feasibility Study Springfield, Missouri." *Hydraulic and Hydrologic Study of Jordan Creek*, City of Springfield, Springfield, MO.
2. Olsson. (2015). "Jordan Creek Renewal Study." *Design Memorandum*, City of Springfield, Springfield, MO.
3. USACE. (2013). "Jordan Creek Flood Risk Management Study." *Final Feasibility Report and Environmental Assessment*, US Army Corps of Engineers, Little Rock District.

APPENDIX A

1D HEC-RAS Modeling Results



[Exhibit A]

HEC-RAS Locations: User Defined Profile: P100yr

River	Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Jordan Creek	Upper	17253.49 O	P100yr	ExCond_STA Adj	4940.00	1262.06	1276.47	1271.56	1276.90	0.000671	6.61	1784.28	573.99	0.31
Jordan Creek	Upper	17253.49 O	P100yr	22.06.08 60% Model	4940.00	1262.06	1274.80	1271.56	1275.96	0.001699	9.67	1032.68	440.75	0.49
Jordan Creek	Upper	17251.06	P100yr	ExCond_STA Adj	4940.00	1262.06	1276.44	1271.57	1276.89	0.000685	6.73	1753.65	573.67	0.32
Jordan Creek	Upper	17251.06	P100yr	22.06.08 60% Model	4940.00	1262.06	1274.11	1271.57	1275.79	0.002411	11.18	777.15	371.99	0.58
Jordan Creek	Upper	17242.97 N	P100yr	22.06.08 60% Model	4940.00	1262.13	1274.82	1267.34	1275.08	0.000277	4.20	1488.30	373.89	0.23
Jordan Creek	Upper	16923.93	P100yr	22.06.08 60% Model	4940.00	1261.81	1272.13	1272.13	1274.84	0.006804	16.34	390.39	76.21	0.90
Jordan Creek	Upper	16670.92	P100yr	22.06.08 60% Model	4940.00	1260.36	1273.52	1268.76	1273.73	0.000486	4.98	1468.35	300.27	0.25
Jordan Creek	Overland	16587.01	P100yr	22.06.08 60% Model	2549.14	1260.19	1273.48	1267.06	1273.65	0.000407	4.79	968.50	240.49	0.23
Jordan Creek	Overland	16489.91	P100yr	ExCond_STA Adj	2586.33	1270.85	1275.79	1272.81	1275.82	0.000205	1.52	1849.01	589.17	0.13
Jordan Creek	Overland	16489.91	P100yr	22.06.08 60% Model	2549.14	1261.19	1273.35	1266.19	1273.41	0.000213	3.21	1431.52	411.74	0.16
Jordan Creek	Overland	16322.42	P100yr	ExCond_STA Adj	2586.33	1271.07	1275.71		1275.77	0.000529	2.04	1417.54	422.44	0.18
Jordan Creek	Overland	16322.42	P100yr	22.06.08 60% Model	2549.14	1259.59	1273.27		1273.38	0.000226	3.43	1088.83	334.51	0.17
Jordan Creek	Overland	16270.18	P100yr	22.06.08 60% Model	2549.14	1261.41	1273.26		1273.36	0.000241	3.41	1005.31	307.80	0.18
Jordan Creek	Overland	16166.79	P100yr	ExCond_STA Adj	2586.33	1270.41	1275.67	1272.93	1275.72	0.000195	1.83	1703.75	575.64	0.16
Jordan Creek	Overland	16166.79	P100yr	22.06.08 60% Model	2549.14	1260.44	1273.19	1266.57	1273.33	0.000306	3.90	884.81	292.58	0.20
Jordan Creek	Overland	16038.61	P100yr	ExCond_STA Adj	2586.33	1270.17	1275.66	1272.55	1275.69	0.000134	1.57	1946.31	552.56	0.13
Jordan Creek	Overland	16038.61	P100yr	22.06.08 60% Model	2549.14	1260.09	1273.17	1265.72	1273.25	0.000786	2.23	1112.13	476.78	0.11
Jordan Creek	Overland	15965.44	P100yr	ExCond_STA Adj	2586.33	1270.13	1275.64	1272.61	1275.68	0.000112	1.80	1634.11	587.80	0.14
Jordan Creek	Overland	15965.44	P100yr	22.06.08 60% Model	2549.14	1259.98	1272.91	1265.59	1273.17	0.000544	4.89	785.74	476.50	0.20
Jordan Creek	Overland	15916.02 M	P100yr	ExCond_STA Adj	2586.33	1270.45	1275.58	1273.19	1275.67	0.000294	2.68	1118.52	368.00	0.22
Jordan Creek	Overland	15916.02 M	P100yr	22.06.08 60% Model	2549.14	1259.91	1272.40	1265.52	1273.08	0.001509	7.26	480.63	243.48	0.33
Jordan Creek	Overland	15778.39	P100yr	ExCond_STA Adj	2586.33	1271.02	1274.15	1274.15	1275.43	0.020364	9.18	285.74	136.10	0.95
Jordan Creek	Overland	15778.39	P100yr	22.06.08 60% Model	2549.14	1259.72	1271.47	1265.33	1272.78	0.002215	9.19	279.69	29.74	0.47
Jordan Creek	Overland	15499.98	P100yr	ExCond_STA Adj	2586.33	1267.70	1274.18	1271.27	1274.24	0.000189	1.45	1421.30	526.05	0.12
Jordan Creek	Overland	15499.98	P100yr	22.06.08 60% Model	2549.14	1259.70	1271.56	1265.09	1272.08	0.001288	6.40	520.52	265.13	0.30
Jordan Creek	Overland	15279.7	P100yr	ExCond_STA Adj	2586.33	1267.61	1274.17	1270.88	1274.21	0.000090	1.57	1779.64	428.49	0.13
Jordan Creek	Overland	15279.7	P100yr	22.06.08 60% Model	2549.14	1259.38	1270.72	1264.77	1271.51	0.001787	7.32	384.89	124.94	0.37
Jordan Creek	Overland	15005.67	P100yr	ExCond_STA Adj	2586.33	1269.18	1274.10	1271.44	1274.17	0.000255	2.28	1259.52	400.00	0.19
Jordan Creek	Overland	15005.67	P100yr	22.06.08 60% Model	2549.14	1258.74	1269.03	1264.13	1270.24	0.002205	8.85	288.00		0.49
Jordan Creek	Overland	14930.76	P100yr	ExCond_STA Adj	2586.33	1268.89	1273.65		1274.09	0.001699	6.52	557.59	263.19	0.55
Jordan Creek	Overland	14930.76	P100yr	22.06.08 60% Model	2549.14	1258.41	1268.41	1263.78	1269.63	0.002205	8.85	288.00		0.49
Jordan Creek	Overland	14895.08	P100yr	ExCond_STA Adj	2586.33	1268.44	1272.70	1272.70	1273.91	0.004290	9.92	391.05	179.06	0.87
Jordan Creek	Overland	14895.08	P100yr	22.06.08 60% Model	2549.14	1258.41	1268.18	1264.02	1269.54	0.001771	9.37	272.00		0.53
Jordan Creek	Lower	14738.08	P100yr	22.06.08 60% Model	4940.00	1257.41	1268.70	1263.95	1269.21	0.000667	5.31	1023.33	254.50	0.28
Jordan Creek	Lower	14610.46	P100yr	22.06.08 60% Model	4940.00	1257.97	1268.73	1263.53	1269.02	0.000562	4.79	1410.77	512.83	0.26
Jordan Creek	Lower	14513.87 L	P100yr	22.06.08 60% Model	4940.00	1256.34	1268.54	1263.33	1268.88	0.000457	3.50	1385.34	294.64	0.18
Jordan Creek	Lower	14400.85	P100yr	22.06.08 60% Model	4940.00	1257.16	1267.48	1267.48	1268.70	0.001688	5.66	810.31	295.33	0.50
Jordan Creek	Lower	14325.31	P100yr	22.06.08 60% Model	4940.00	1256.39	1266.27	1262.88	1266.92	0.001321	6.81	882.67	223.93	0.38
Jordan Creek	Lower	14188.33	P100yr	22.06.08 60% Model	4940.00	1256.22	1266.23	1263.06	1266.69	0.000683	4.98	1178.68	286.31	0.28
Jordan Creek	Lower	13960.30	P100yr	22.06.08 60% Model	4940.00	1254.28	1266.22	1262.84	1266.46	0.000770	5.83	1638.92	431.25	0.30
Jordan Creek	Lower	13807.60	P100yr	22.06.08 60% Model	4940.00	1255.36	1266.21		1266.35	0.000563	4.79	1840.57	450.77	0.26
Jordan Creek	Lower	13787.91 K	P100yr	ExCond_STA Adj	5200.00	1255.19	1267.66	1265.96	1268.07	0.002598	7.24	1292.83	593.53	0.37
Jordan Creek	Lower	13787.91 K	P100yr	22.06.08 60% Model	5200.00	1255.04	1266.10	1262.00	1266.33	0.000956	6.38	1645.52	447.31	0.34
Jordan Creek	Lower	13711.07	P100yr	ExCond_STA Adj	5200.00	1254.93	1267.51	1265.79	1267.87	0.002821	6.38	1241.33	582.61	0.35
Jordan Creek	Lower	13711.07	P100yr	22.06.08 60% Model	5200.00	1255.19	1265.54	1262.99	1266.22	0.001630	7.50	1066.50	418.11	0.43
Jordan Creek	Lower	13661.1		Bridge										
Jordan Creek	Lower	13611.1	P100yr	ExCond_STA Adj	5200.00	1254.78	1266.46	1266.46	1267.51	0.009423	10.26	823.33	497.50	0.62
Jordan Creek	Lower	13611.1	P100yr	22.06.08 60% Model	5200.00	1254.78	1264.30	1262.21	1265.80	0.003440	10.34	639.47	258.08	0.62
Jordan Creek	Lower	13308.1 J	P100yr	ExCond_STA Adj	5200.00	1253.71	1264.19	1263.42	1264.81	0.002975	7.36	992.18	409.06	0.43
Jordan Creek	Lower	13308.1 J	P100yr	22.06.08 60% Model	5200.00	1253.70	1263.95	1262.66	1264.46	0.002301	5.60	1017.81	361.91	0.37
Jordan Creek	Tunnel	2476	P100yr	ExCond_STA Adj	2353.67	1261.31	1273.13	1267.22	1274.30	0.001670	8.68	271.17		0.45
Jordan Creek	Tunnel	2476	P100yr	22.06.08 60% Model	2390.86	1261.31	1272.43	1267.27	1273.64	0.001723	8.82	271.17		0.47
Jordan Creek	Tunnel	1958	P100yr	ExCond_STA Adj	2353.67	1260.71	1272.22	1266.72	1273.42	0.001729	8.79	267.64		0.46
Jordan Creek	Tunnel	1958	P100yr	22.06.08 60% Model	2390.86	1260.71	1271.49	1266.80	1272.73	0.001785	8.93	267.64		0.48
Jordan Creek	Tunnel	1860	P100yr	ExCond_STA Adj	2353.67	1260.62	1272.30	1266.60	1273.19	0.001132	7.56	311.33		0.39
Jordan Creek	Tunnel	1860	P100yr	22.06.08 60% Model	2390.86	1260.62	1271.58	1266.66	1272.49	0.001168	7.68	311.33		0.41
Jordan Creek	Tunnel	1761	P100yr	ExCond_STA Adj	2353.67	1260.55	1271.81	1266.49	1273.02	0.001741	8.81	267.14		0.46
Jordan Creek	Tunnel	1761	P100yr	22.06.08 60% Model	2390.86	1260.55	1271.07	1266.55	1272.32	0.001797	8.95	267.14		0.49

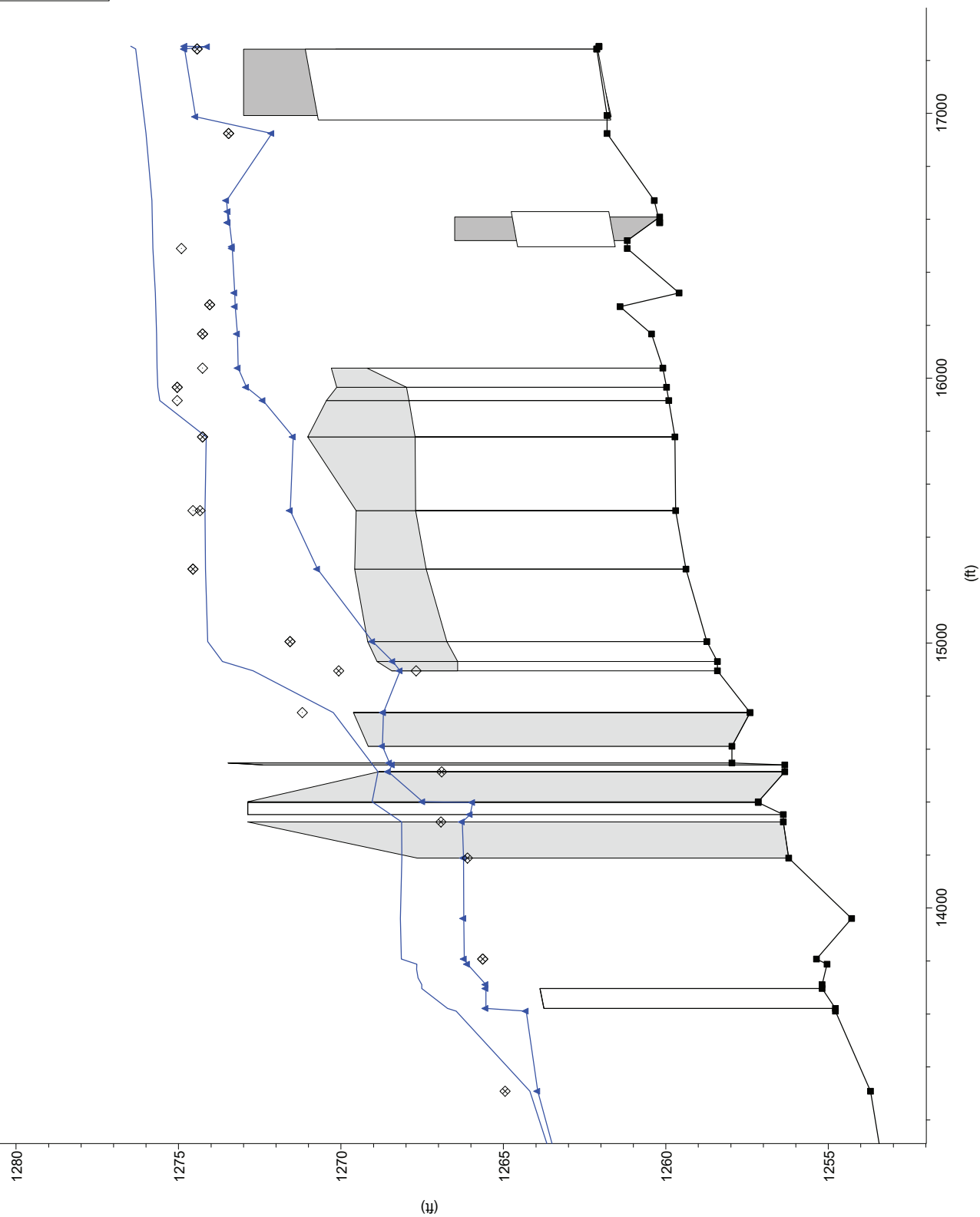
[Exhibit A]

HEC-RAS Locations: User Defined Profile: P100yr (Continued)

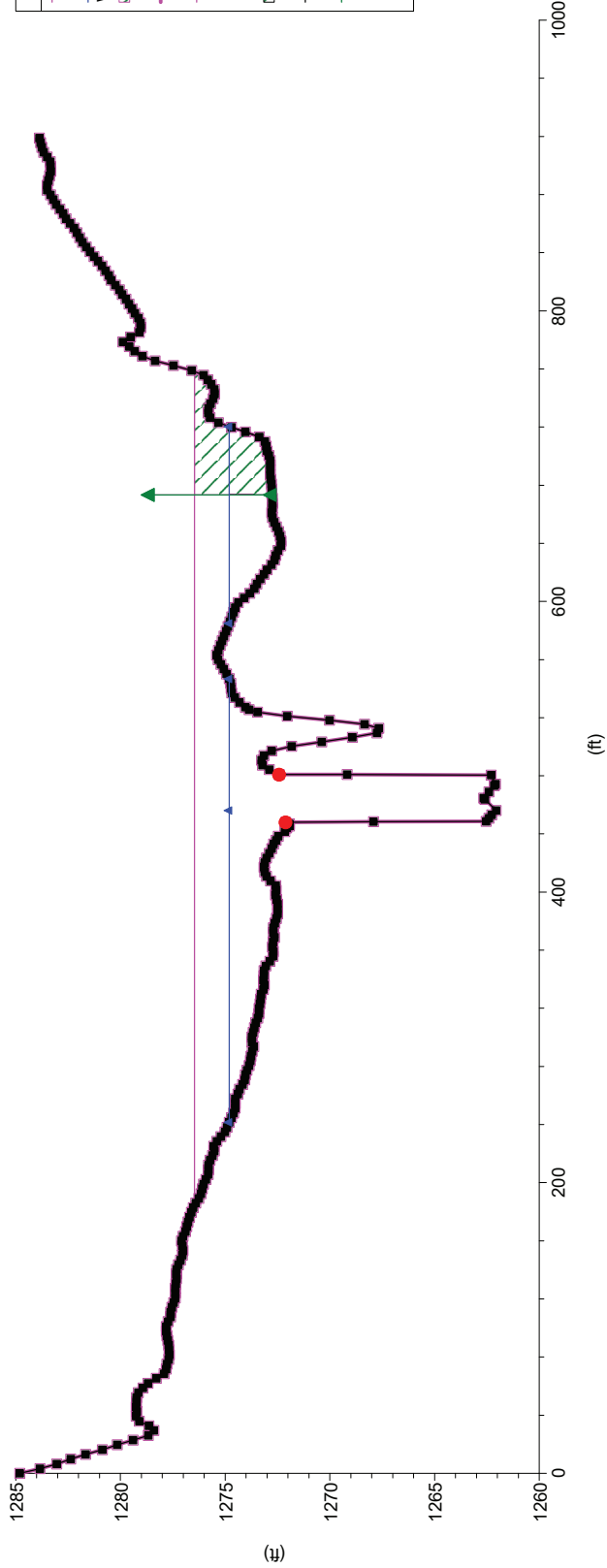
River	Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Jordan Creek	Tunnel	1554	P100yr	ExCond_STA_Adj	2353.67	1260.37	1271.50	1266.32	1272.65	0.001638	8.63	272.84		0.46
Jordan Creek	Tunnel	1554	P100yr	22.06.08 60% Model	2390.86	1260.37	1270.75	1266.36	1271.94	0.001690	8.76	272.84		0.48
Jordan Creek	Tunnel	1526	P100yr	ExCond_STA_Adj	2353.67	1260.44	1271.79	1266.20	1272.50	0.000331	6.76	348.42	31.00	0.36
Jordan Creek	Tunnel	1526	P100yr	22.06.08 60% Model	2390.86	1260.44	1270.97	1266.26	1271.82	0.000423	7.41	322.80	31.00	0.40
Jordan Creek	Tunnel	1464	P100yr	ExCond_STA_Adj	2353.67	1260.30	1271.77	1266.19	1272.48	0.000329	6.76	348.36	31.00	0.36
Jordan Creek	Tunnel	1464	P100yr	22.06.08 60% Model	2390.86	1260.30	1270.94	1266.25	1271.79	0.000421	7.41	322.53	31.00	0.41
Jordan Creek	Tunnel	1433	P100yr	ExCond_STA_Adj	2353.67	1260.29	1271.36	1266.81	1272.43	0.000566	8.31	283.33	26.00	0.44
Jordan Creek	Tunnel	1433	P100yr	22.06.08 60% Model	2390.86	1260.29	1270.40	1266.87	1271.73	0.000752	9.26	258.27	26.00	0.52
Jordan Creek	Tunnel	1403	P100yr	ExCond_STA_Adj	2353.67	1260.45	1270.96	1267.41	1272.38	0.000818	9.56	246.13	24.00	0.53
Jordan Creek	Tunnel	1403	P100yr	22.06.08 60% Model	2390.86	1260.45	1269.77	1267.45	1271.65	0.001180	10.98	217.72	24.00	0.64
Jordan Creek	Tunnel	1248	P100yr	ExCond_STA_Adj	2353.67	1260.09	1271.31	1266.12	1272.11	0.000382	7.15	329.12	30.00	0.38
Jordan Creek	Tunnel	1248	P100yr	22.06.08 60% Model	2390.86	1260.09	1270.27	1266.18	1271.27	0.000521	8.03	297.76	30.00	0.45
Jordan Creek	Tunnel	1204	P100yr	ExCond_STA_Adj	2353.67	1260.02	1271.30	1266.04	1272.09	0.000376	7.11	331.23	30.00	0.38
Jordan Creek	Tunnel	1204	P100yr	22.06.08 60% Model	2390.86	1260.02	1270.25	1266.10	1271.24	0.000512	7.98	299.76	30.00	0.44
Jordan Creek	Tunnel	1202	P100yr	ExCond_STA_Adj	2353.67	1260.02	1271.08	1266.45	1272.07	0.001171	7.95	296.03	27.60	0.43
Jordan Creek	Tunnel	1202	P100yr	22.06.08 60% Model	2390.86	1260.02	1269.94	1266.53	1271.21	0.001584	9.04	264.54	27.60	0.51
Jordan Creek	Tunnel	1163	P100yr	ExCond_STA_Adj	2353.67	1259.98	1271.03	1266.44	1272.02	0.001178	7.97	295.19	27.60	0.43
Jordan Creek	Tunnel	1163	P100yr	22.06.08 60% Model	2390.86	1259.98	1269.86	1266.51	1271.15	0.001606	9.09	262.97	27.60	0.52
Jordan Creek	Tunnel	1161	P100yr	ExCond_STA_Adj	2353.67	1259.98	1270.48	1266.64	1271.97	0.001039	9.79	240.48	17.10	0.53
Jordan Creek	Tunnel	1161	P100yr	22.06.08 60% Model	2390.86	1259.98	1269.20	1266.68	1271.09	0.001365	11.03	216.82	19.81	0.64
Jordan Creek	Tunnel	1108	P100yr	ExCond_STA_Adj	2353.67	1259.92	1270.41	1266.65	1271.91	0.001049	9.84	239.21	17.22	0.54
Jordan Creek	Tunnel	1108	P100yr	22.06.08 60% Model	2390.86	1259.92	1269.07	1266.66	1271.01	0.001396	11.16	214.29	20.18	0.65
Jordan Creek	Tunnel	1098	P100yr	ExCond_STA_Adj	2353.67	1259.61	1270.42	1266.77	1271.90	0.000838	9.75	241.36	23.00	0.53
Jordan Creek	Tunnel	1098	P100yr	22.06.08 60% Model	2390.86	1259.61	1268.89	1266.89	1270.98	0.001322	11.59	206.25	23.00	0.68
Jordan Creek	Tunnel	1089	P100yr	ExCond_STA_Adj	2353.67	1259.53	1270.08	1267.16	1271.85	0.001805	10.69	220.17	22.00	0.60
Jordan Creek	Tunnel	1089	P100yr	22.06.08 60% Model	2390.86	1259.53	1267.25	1267.25	1270.81	0.004277	15.14	157.88	22.00	1.00

Jordan Creek Lower Jordan Creek Overland Jordan Creek Upper

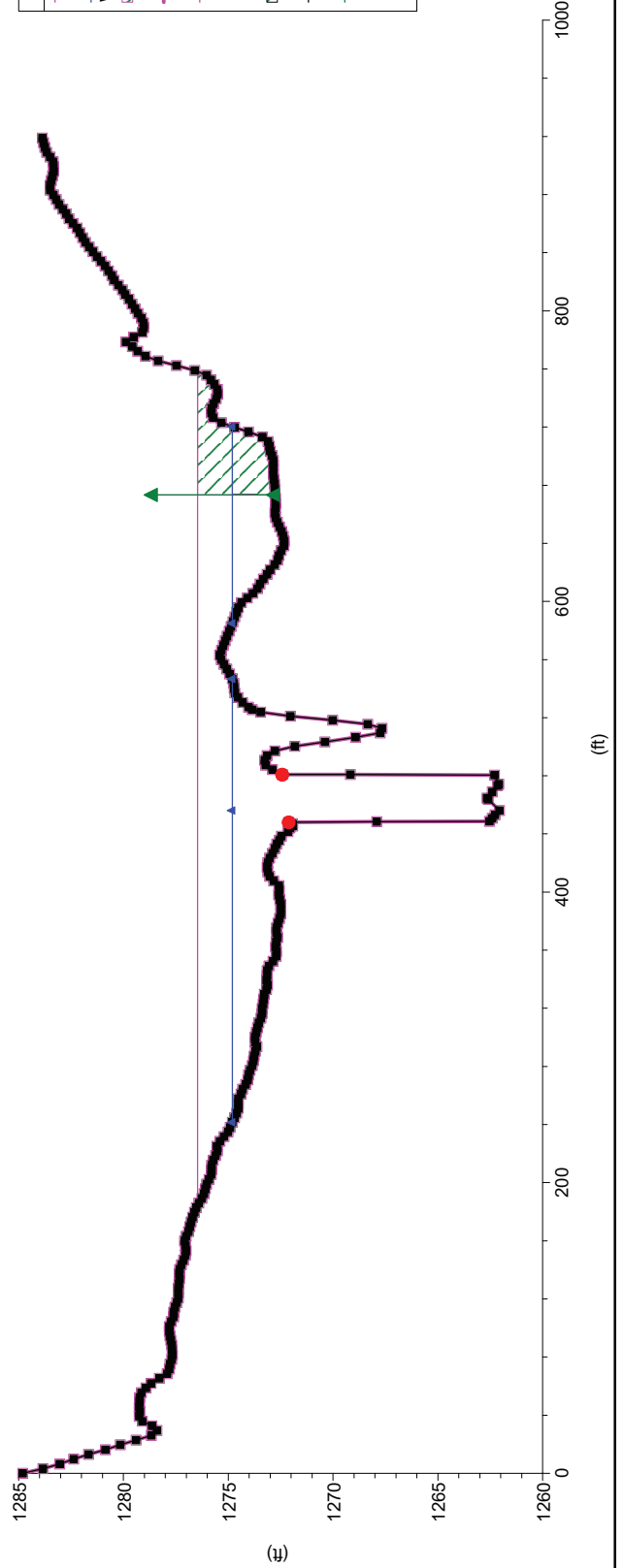
Legend	
WS P100yr - ExCond_STA_Adj	▲
WS P100yr - 22.06.08 60% Model	◆
Ground	■
OWS P100yr - ExCond_STA_Adj	◇
OWS P100yr - 22.06.08 60% Model	◆



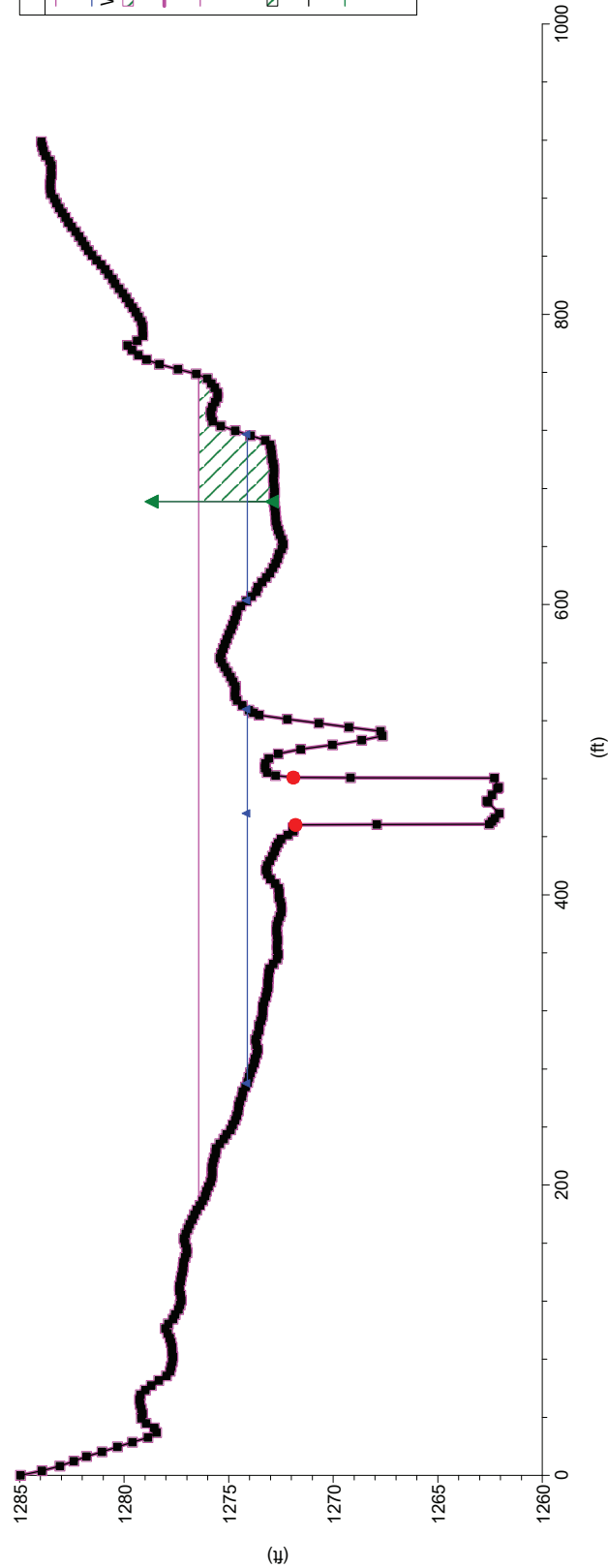
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj



Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj



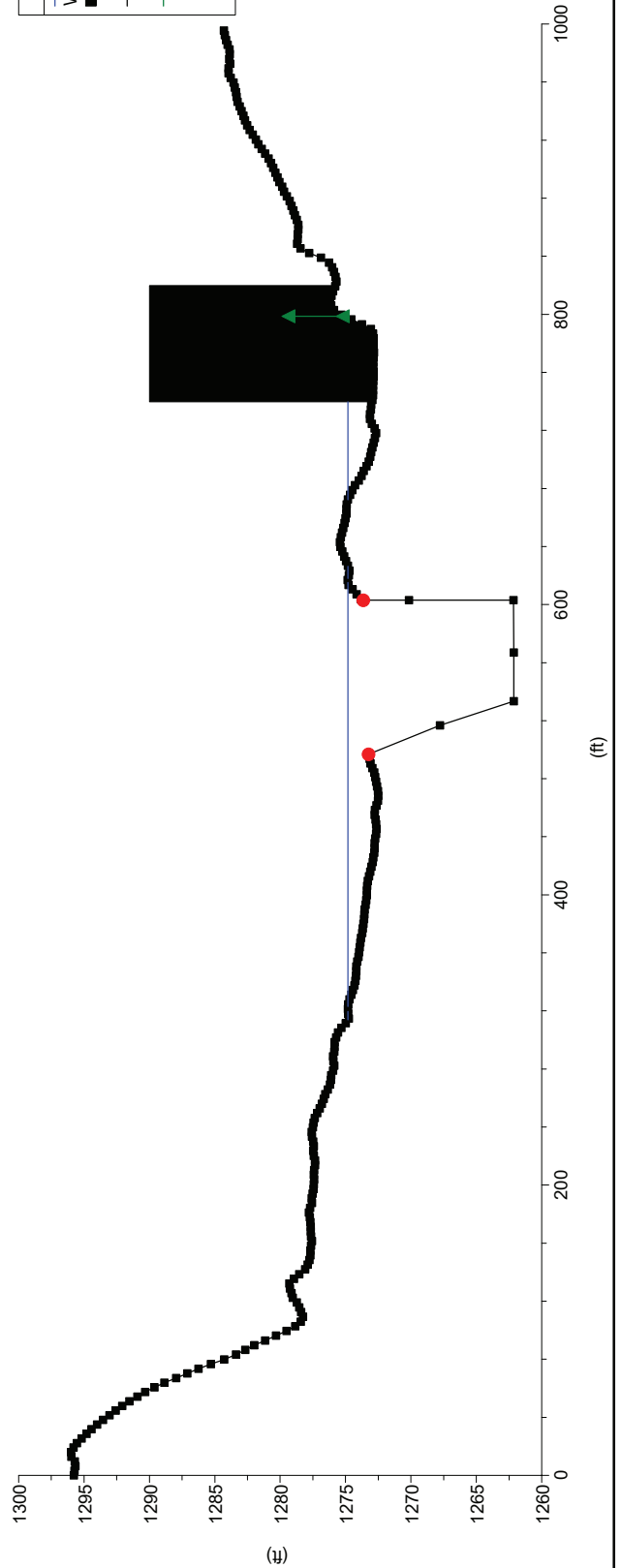
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj



Legend	
WS P100yr - ExCond_STA_Adj	
WS P100yr - 22.06.08 60% Model	
- ExCond_STA_Adj	
Ground - ExCond_STA_Adj	
Ineff - ExCond_STA_Adj	
Bank Sta - ExCond_STA_Adj	
- 22.06.08 60% Model	
Ground - 22.06.08 60% Model	
Ineff - 22.06.08 60% Model	
Bank Sta - 22.06.08 60% Model	

Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

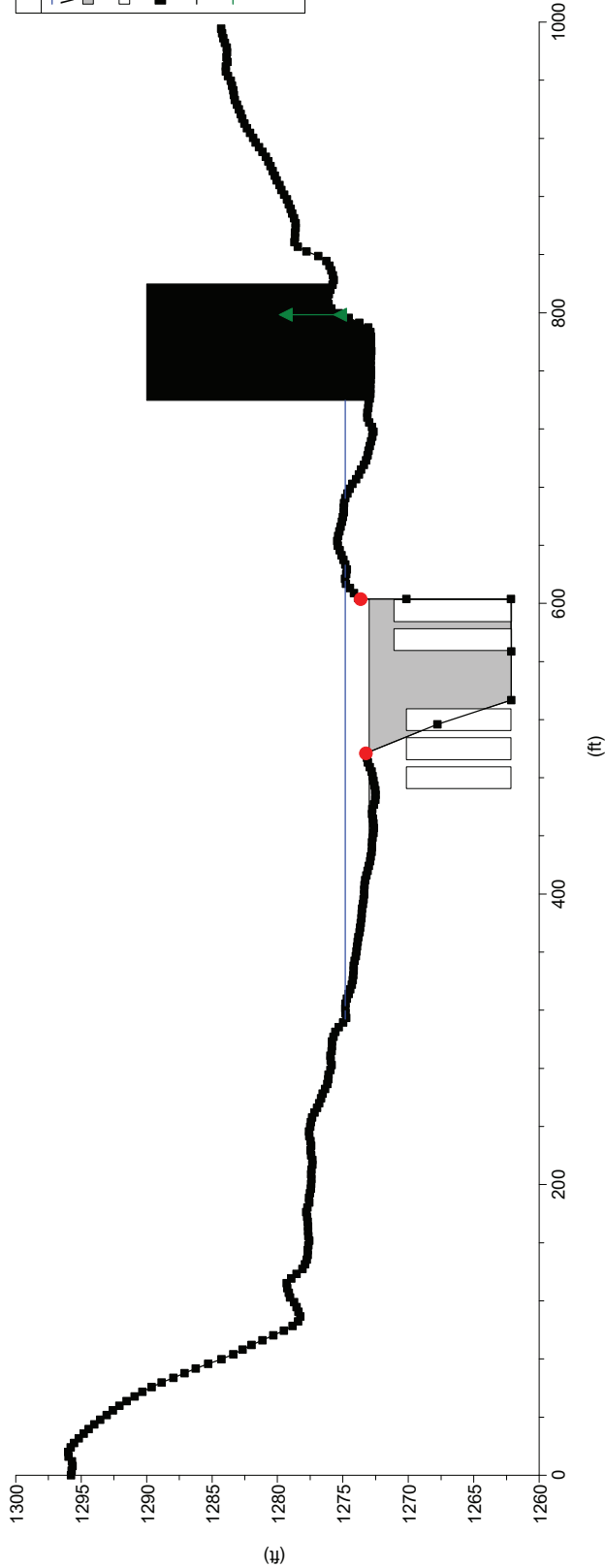
No well-defined channel. n values represent overland flow area r



Legend	
WS P100yr - 22.06.08 60% Model	
- 22.06.08 60% Model	
Ground - 22.06.08 60% Model	
Ineff - 22.06.08 60% Model	
Bank Sta - 22.06.08 60% Model	

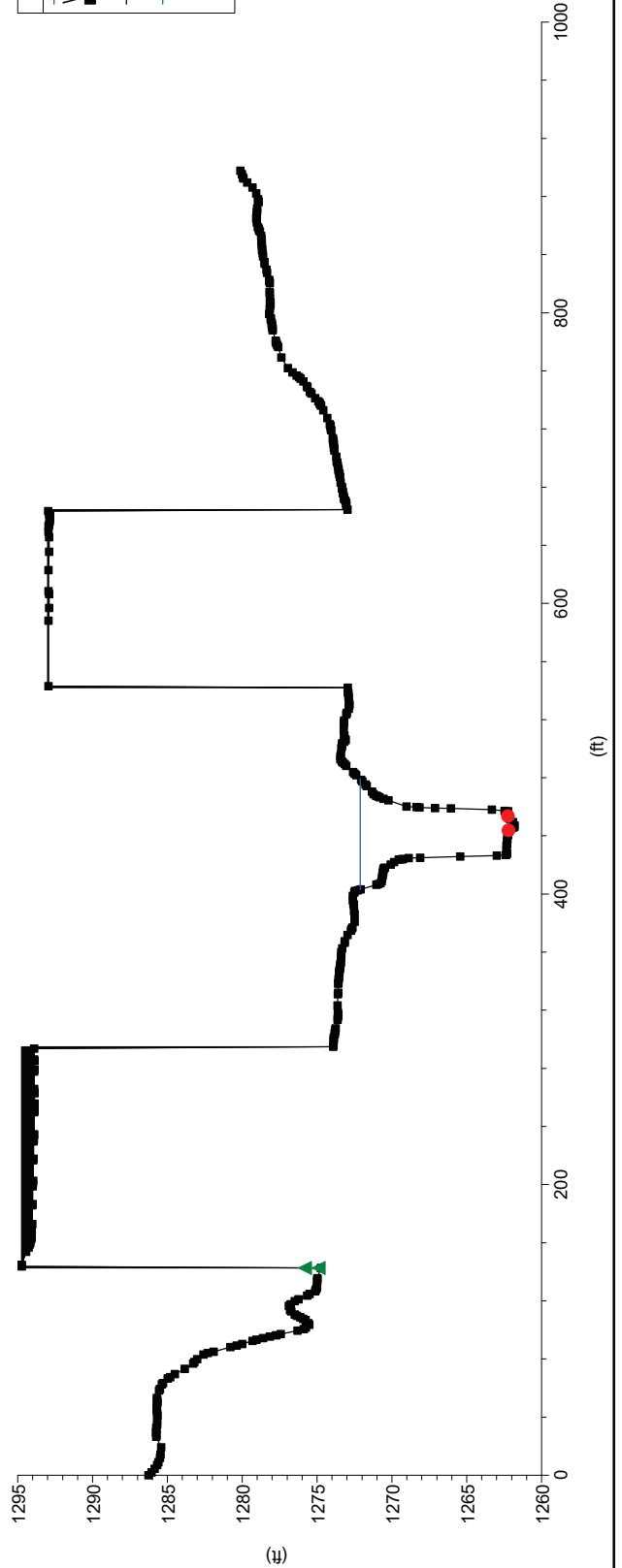
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Culvert across Phelps near Washington



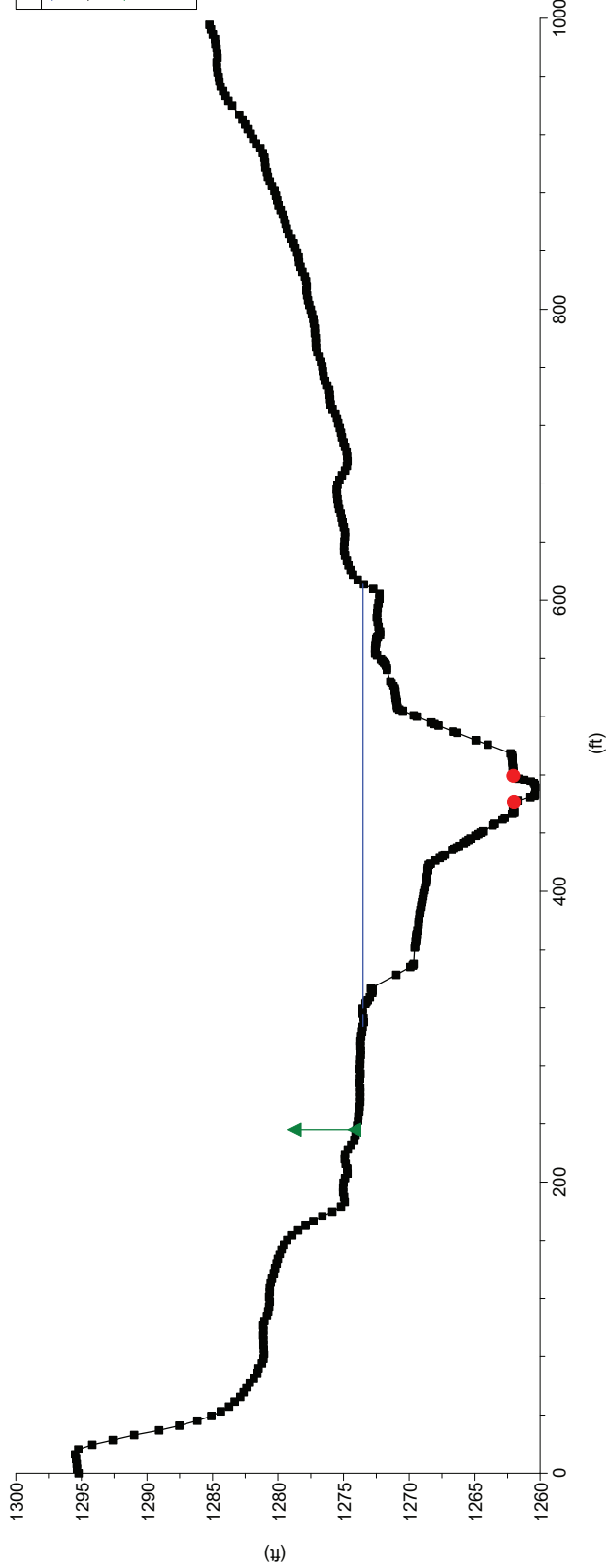
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No well-defined channel. n values represent overland flow area r

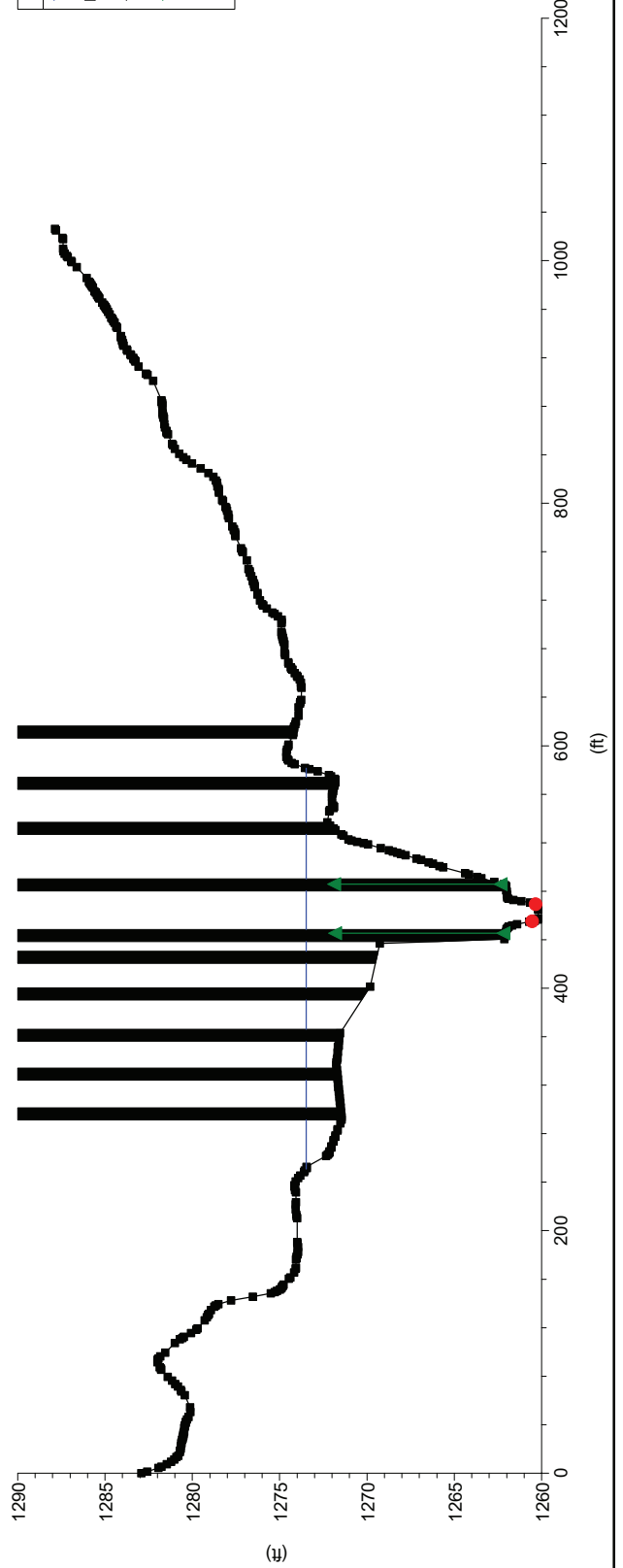


Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

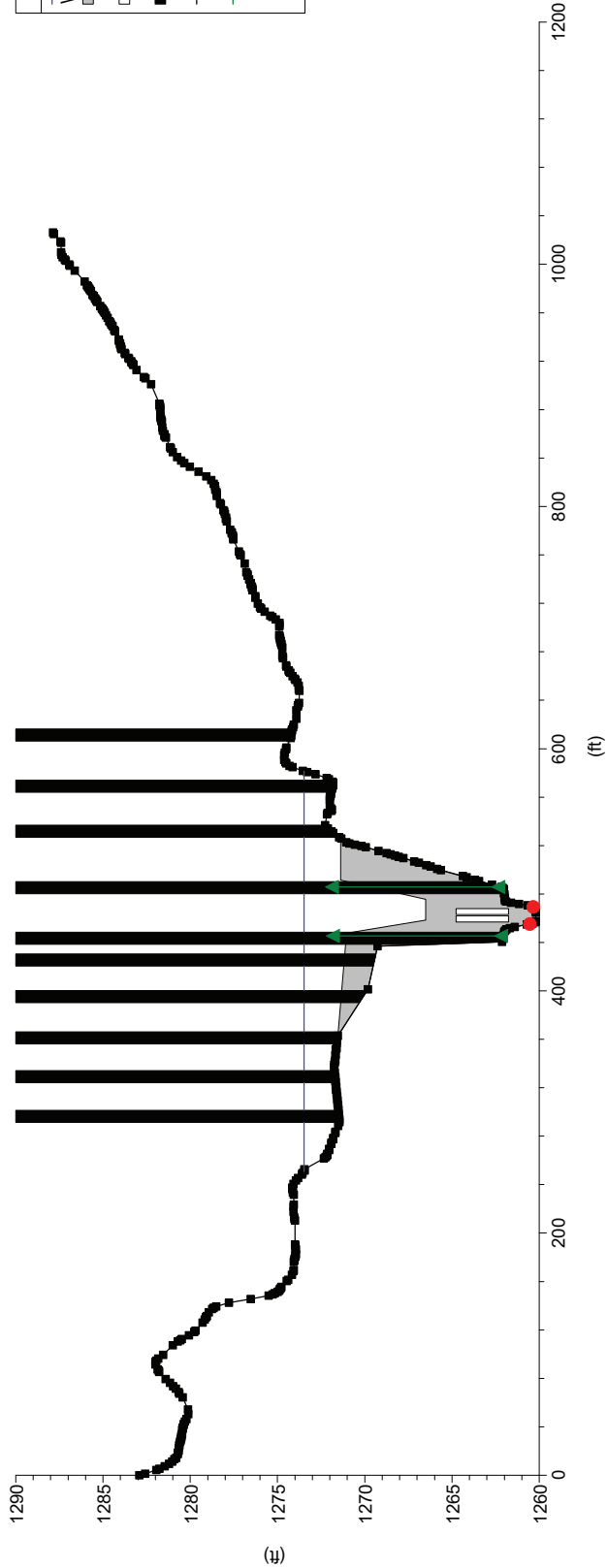
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Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

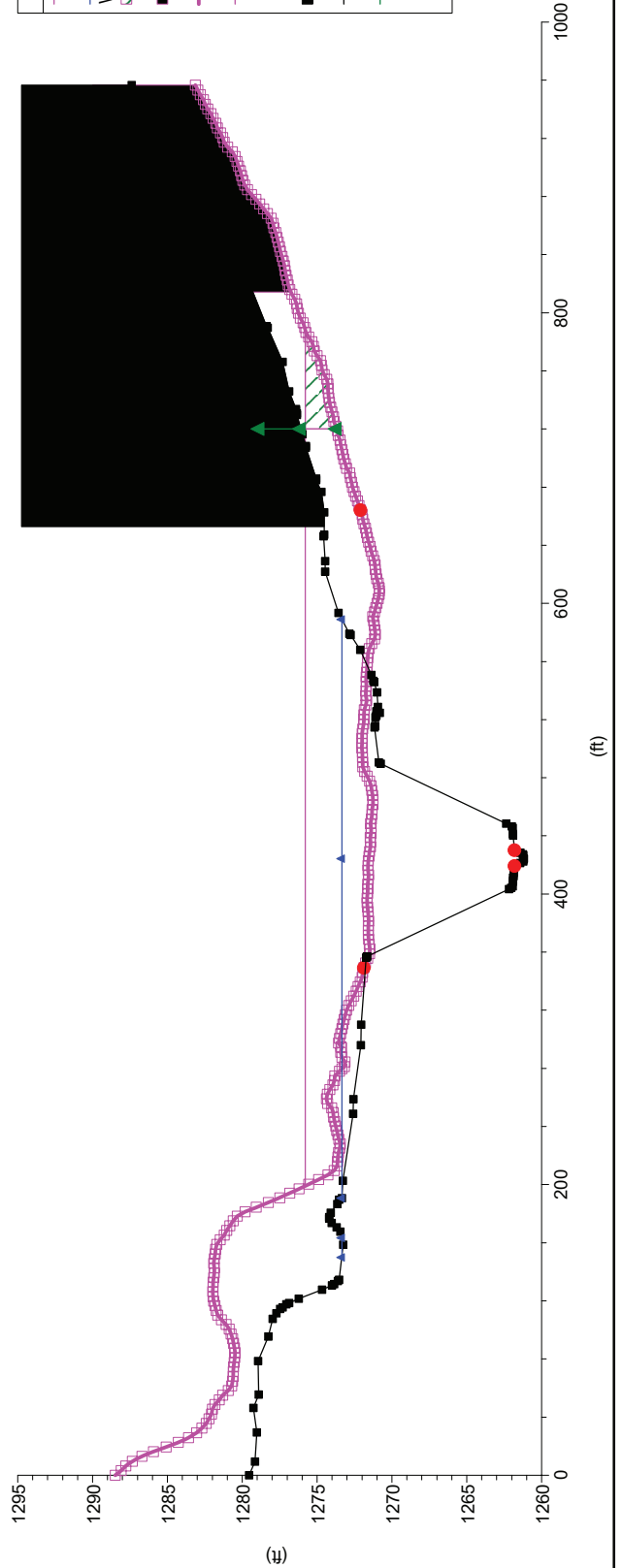


Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj



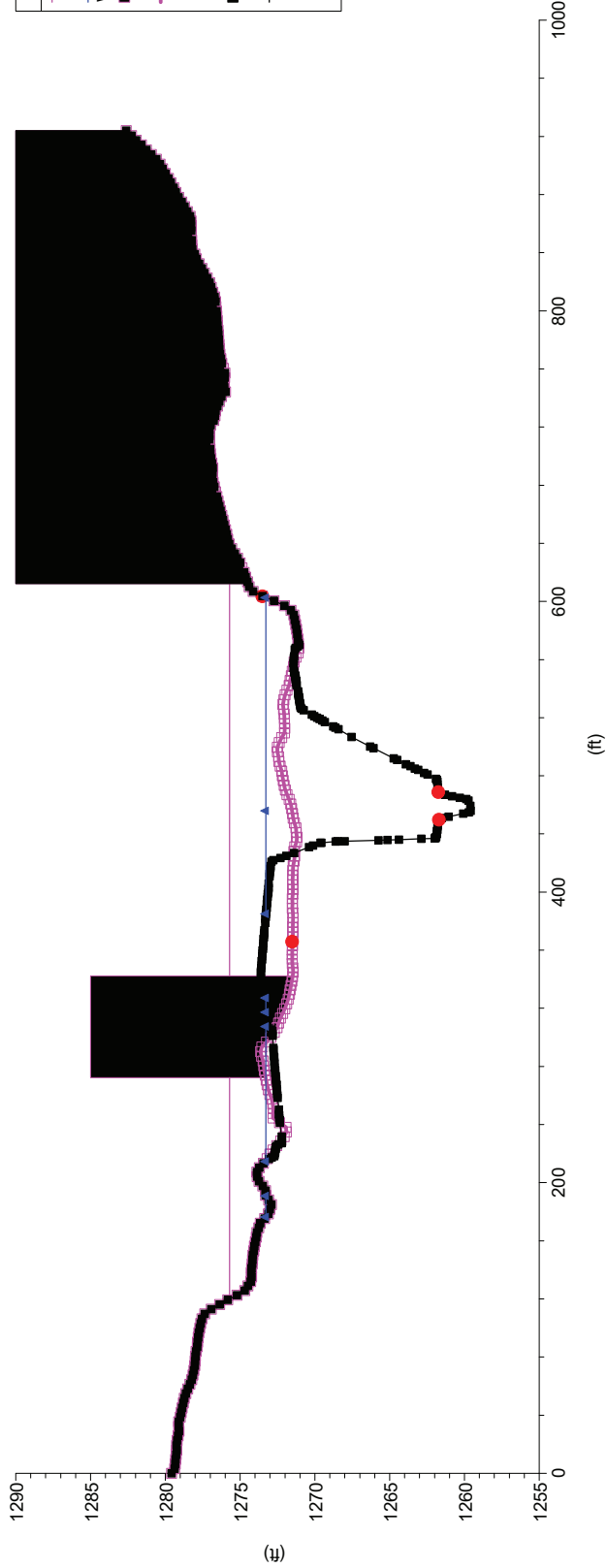
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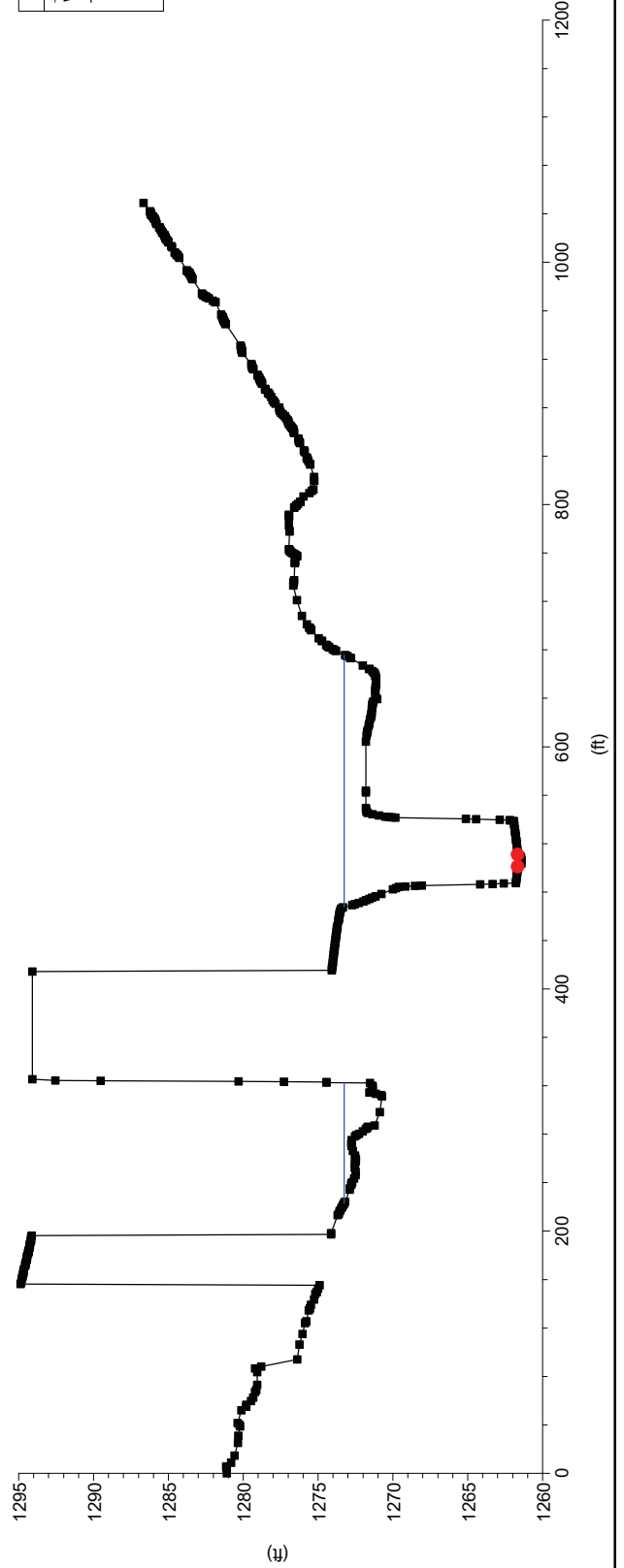


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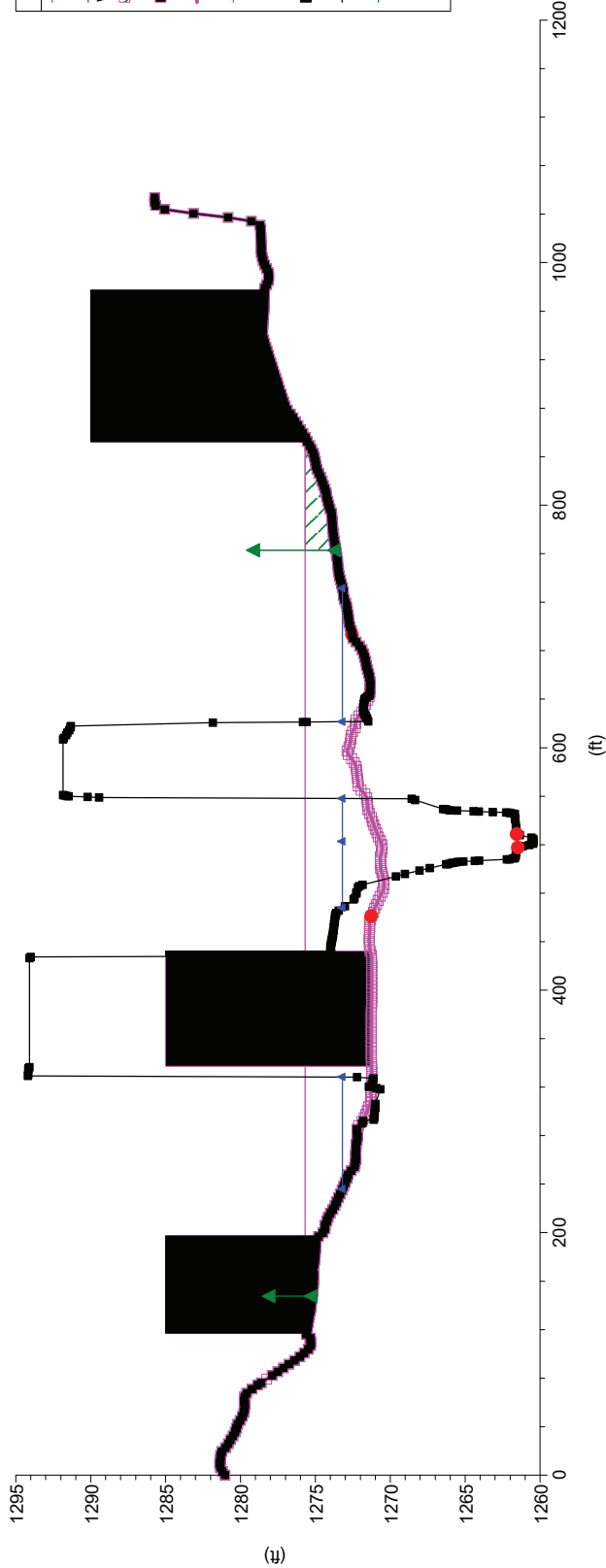


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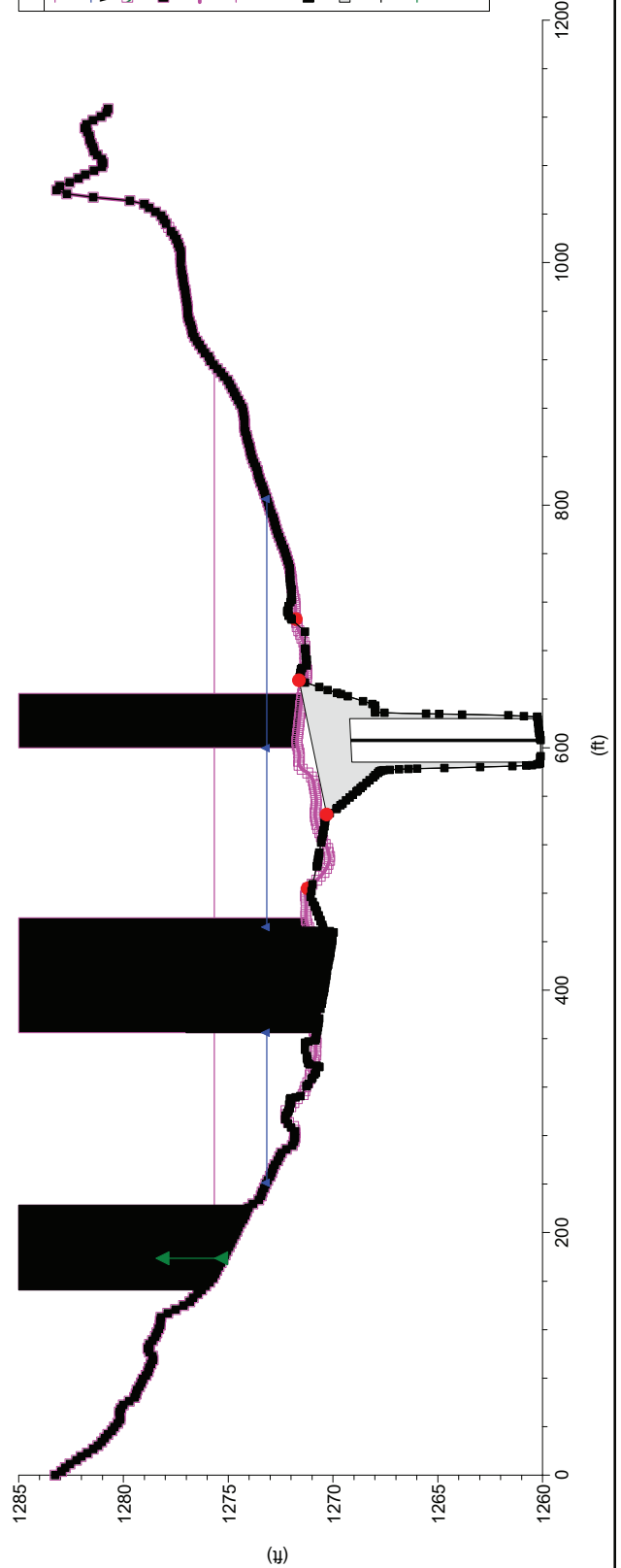
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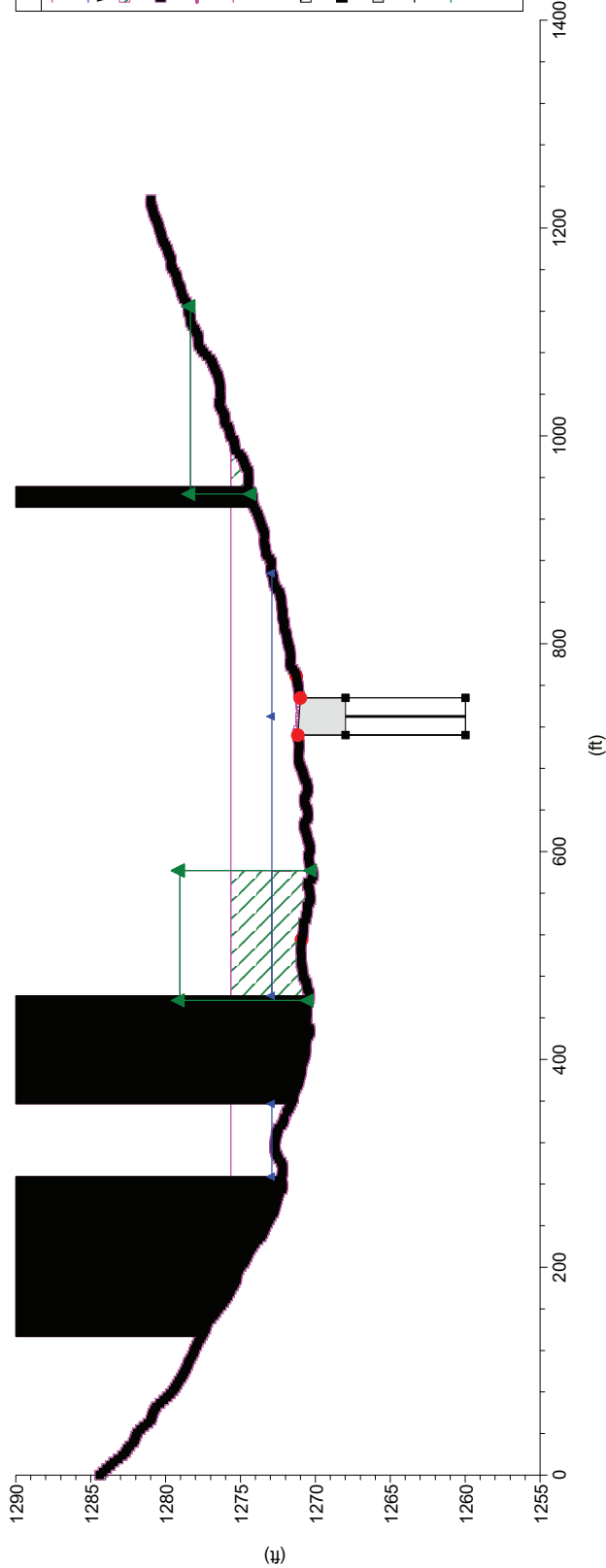
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

No well-defined channel. n values represent overland flow area r



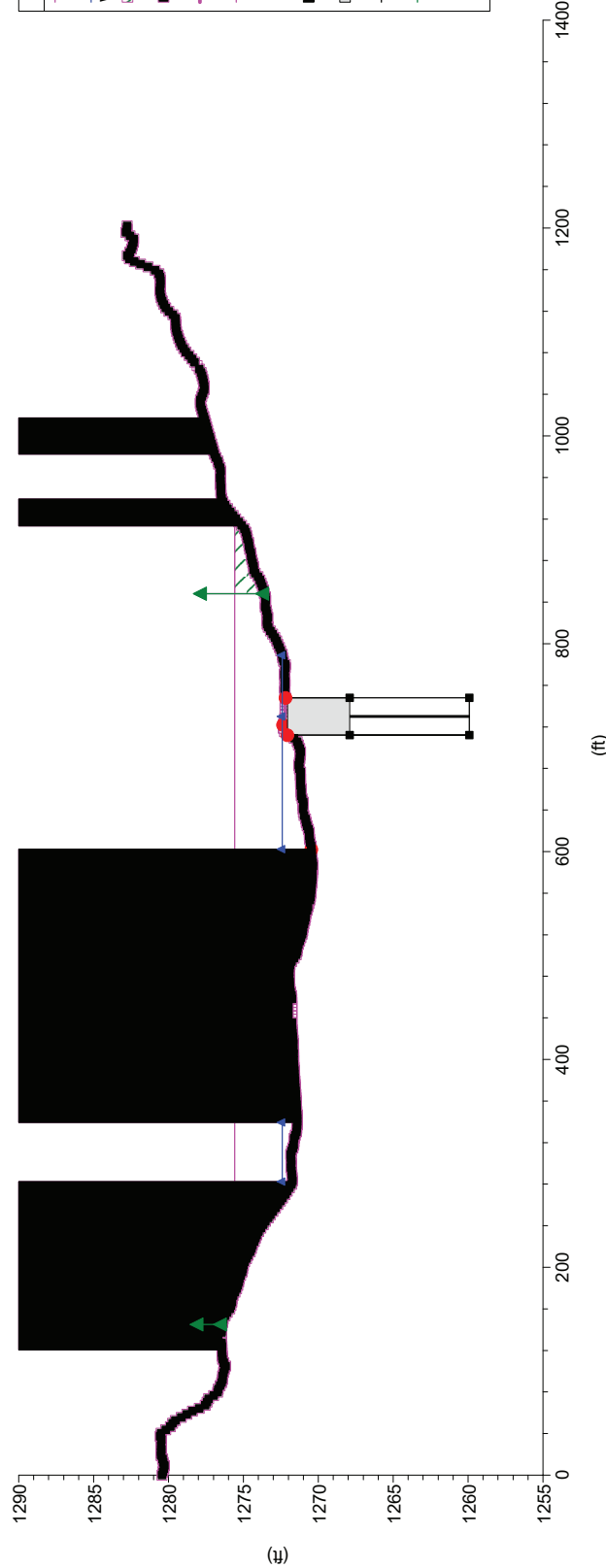
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

No well-defined channel. n values represent overland flow area r



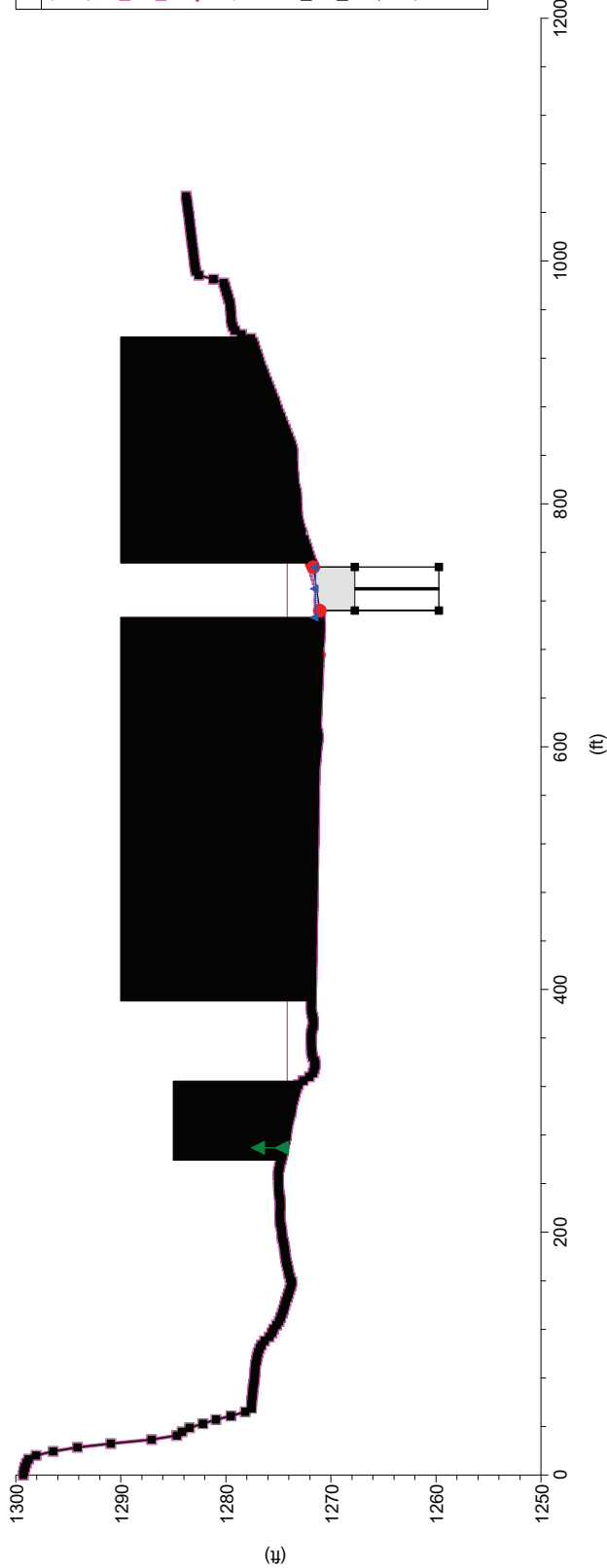
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

No well-defined channel. n values represent overland flow area r



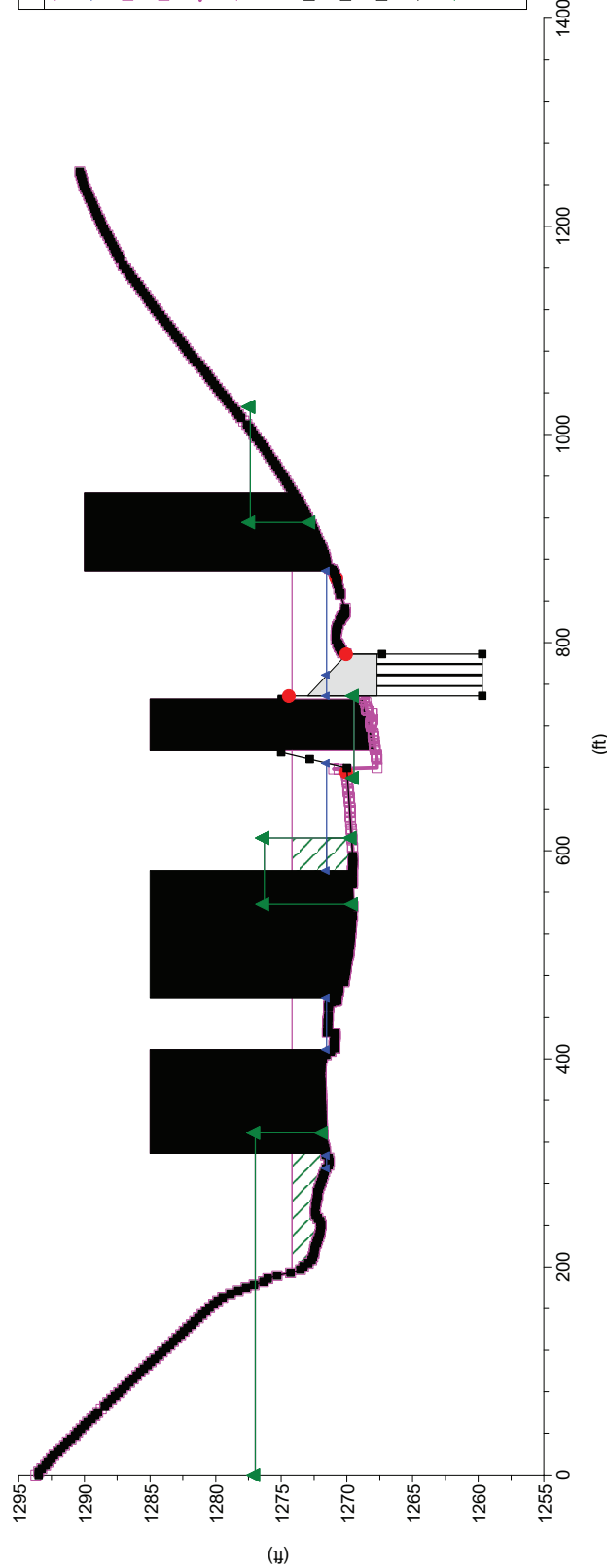
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

No well-defined channel. n values represent overland flow area r



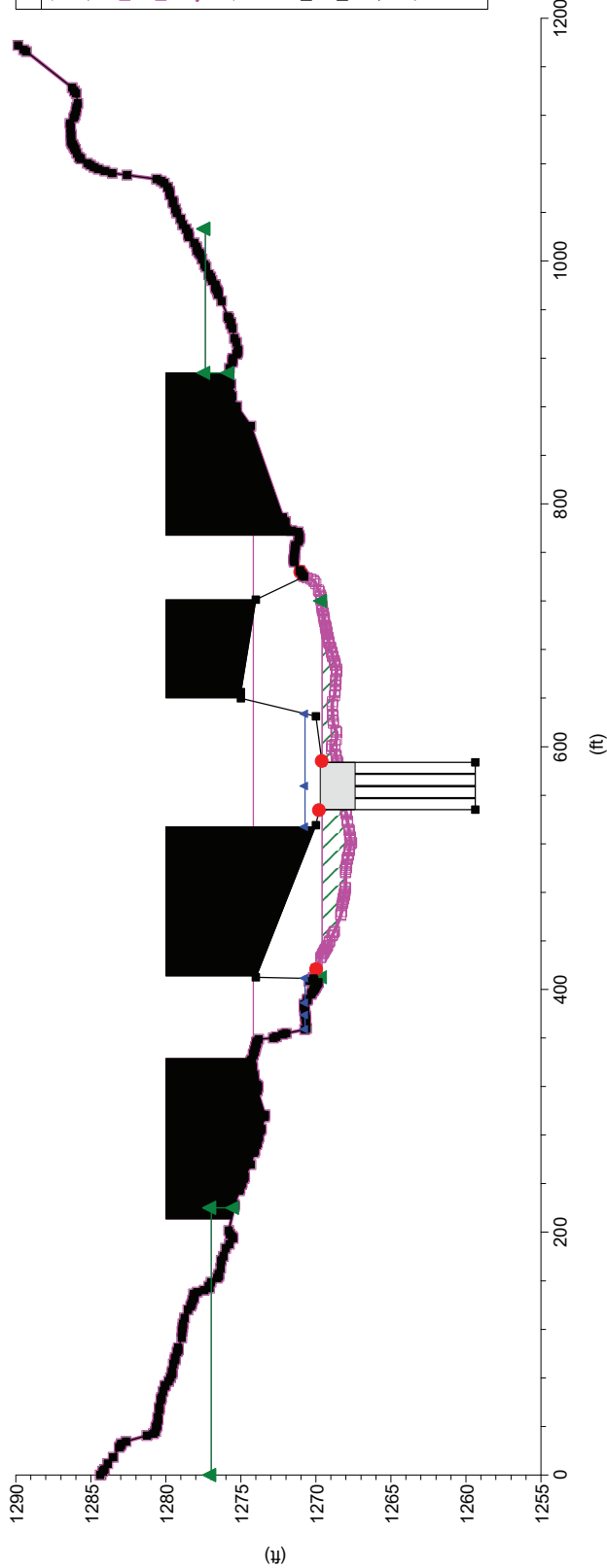
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No well-defined channel. n values represent overland flow area r



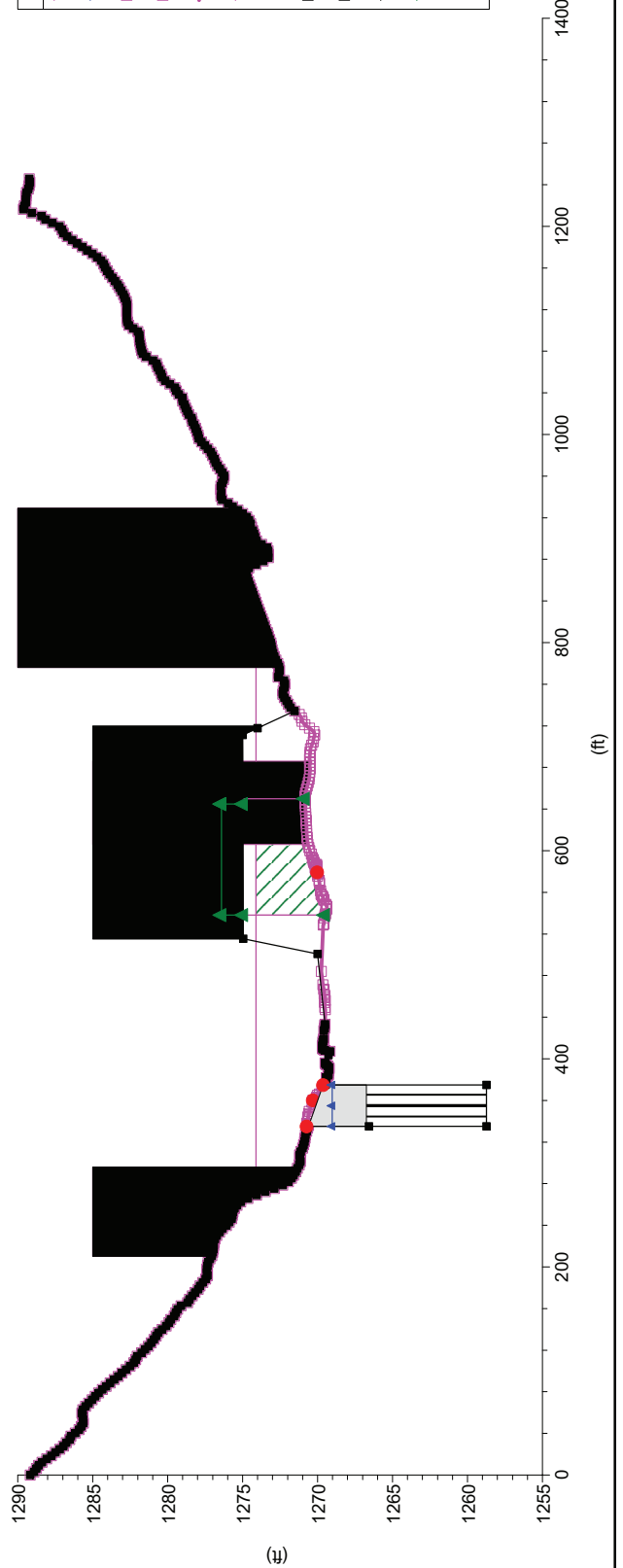
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Olsson added cross section through project site.



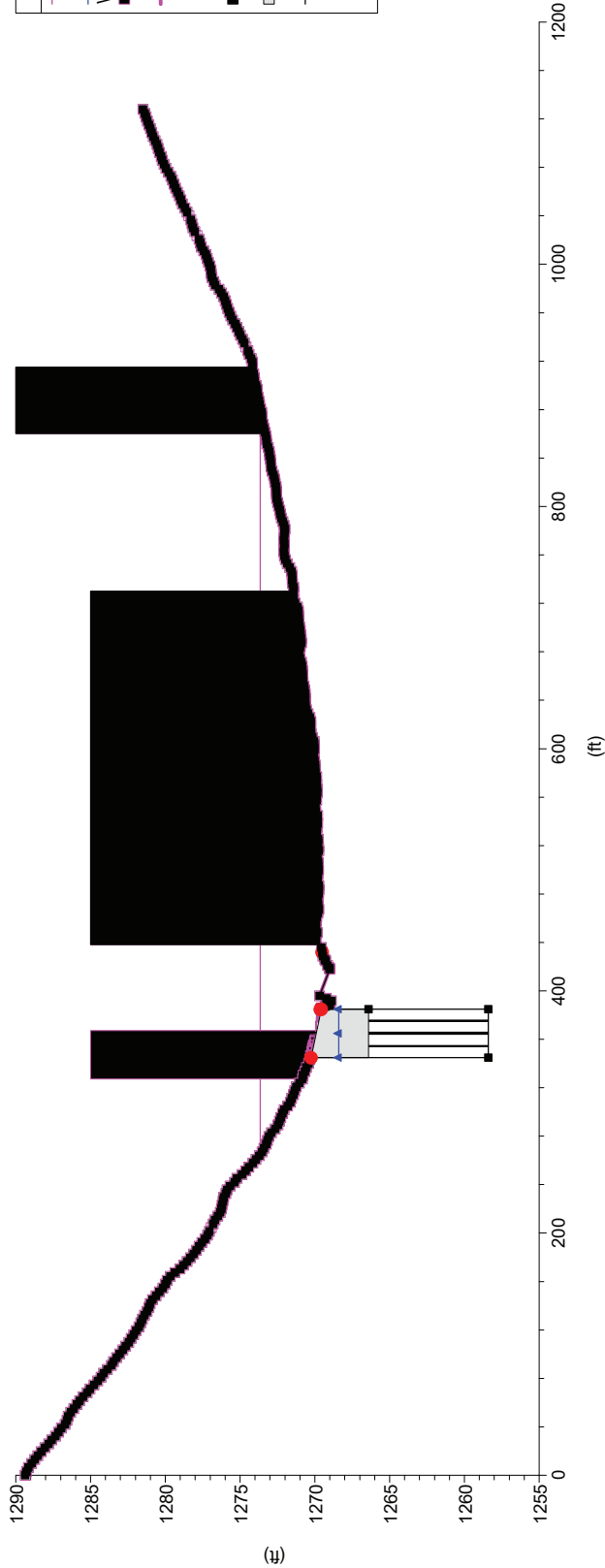
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No well-defined channel. n values represent overland flow area r



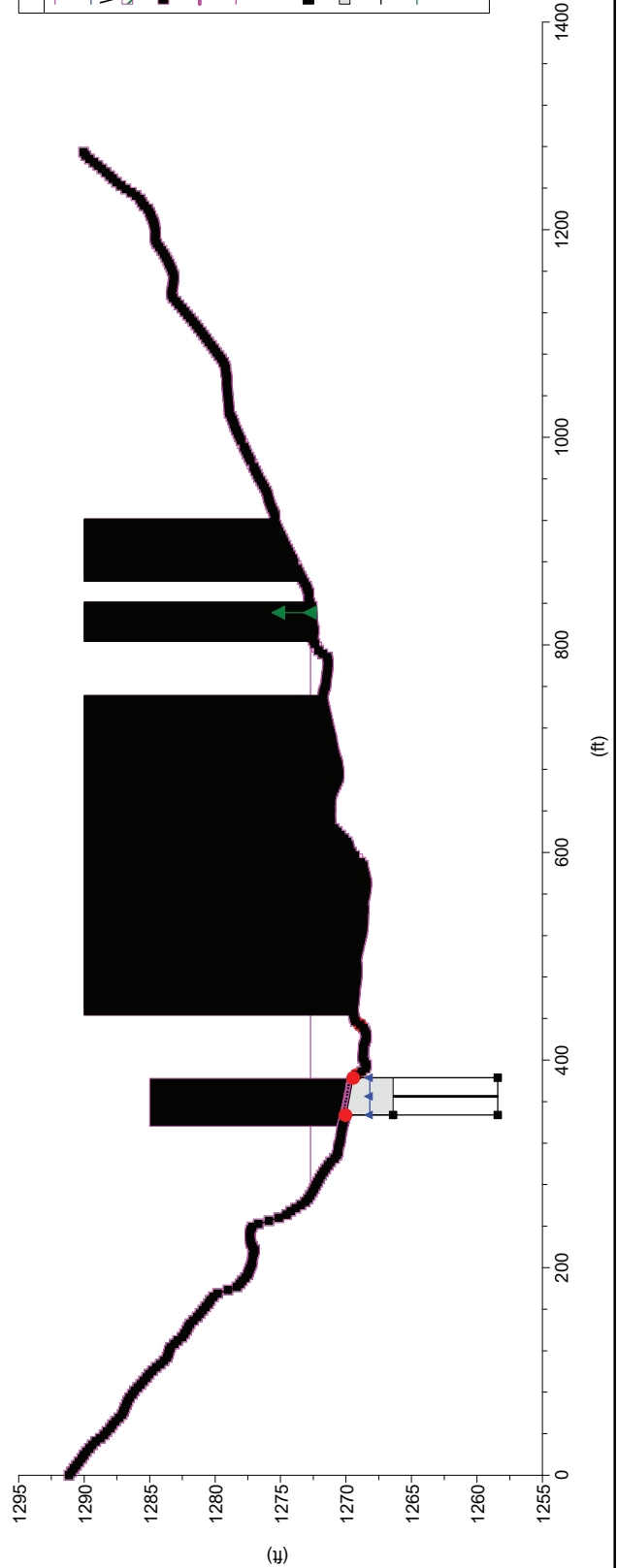
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

No well-defined channel. n values represent overland flow area r



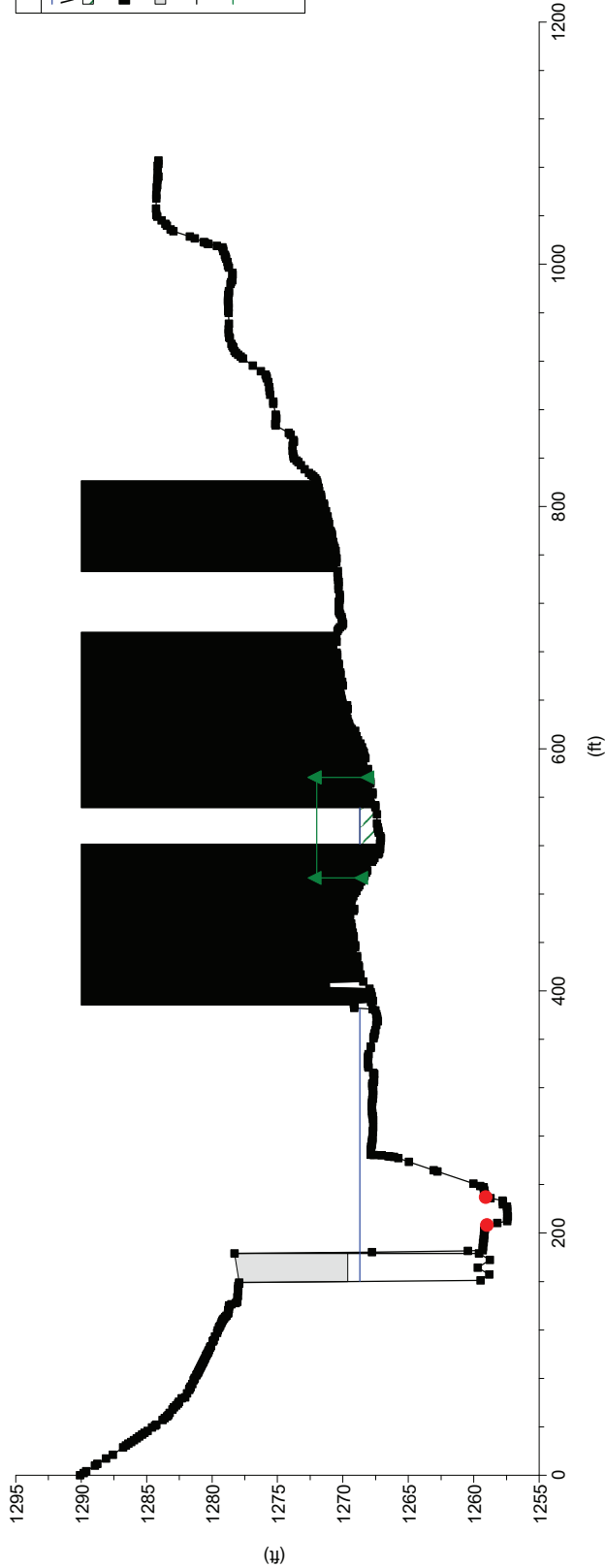
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

No well-defined channel. n values represent overland flow area r

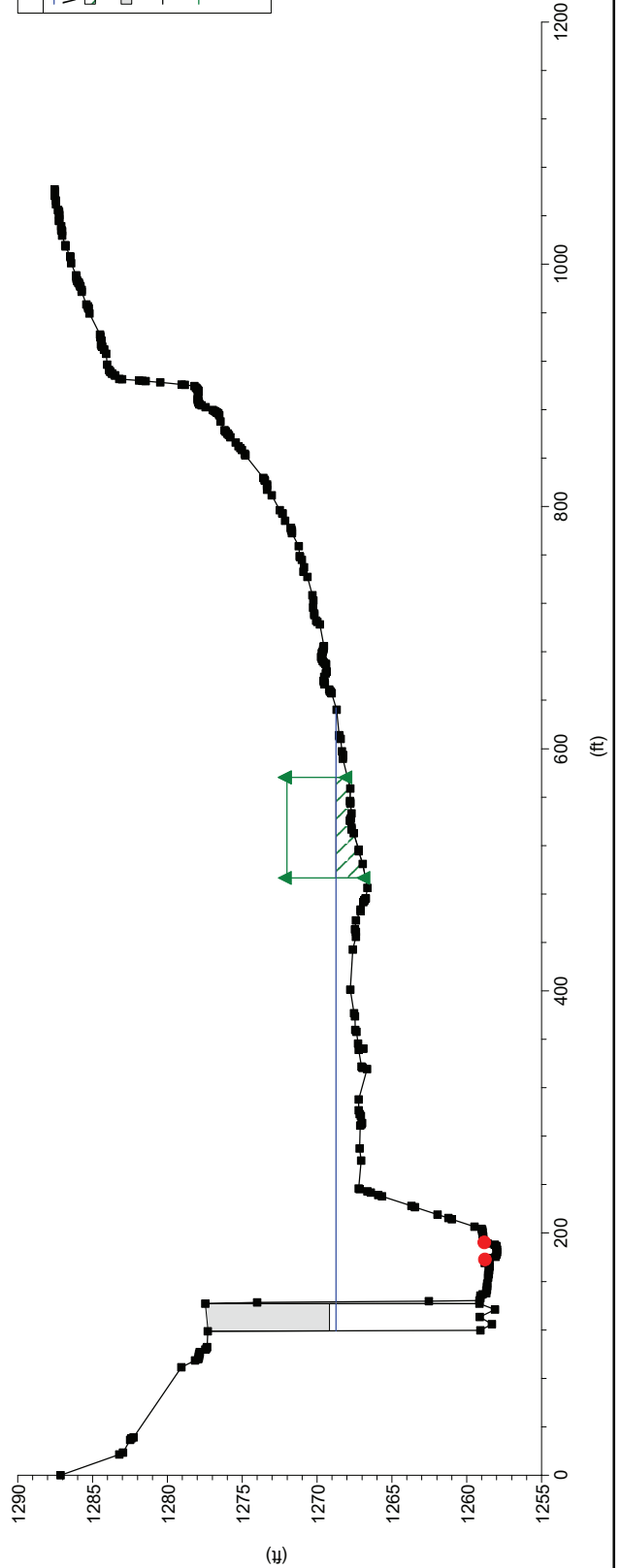


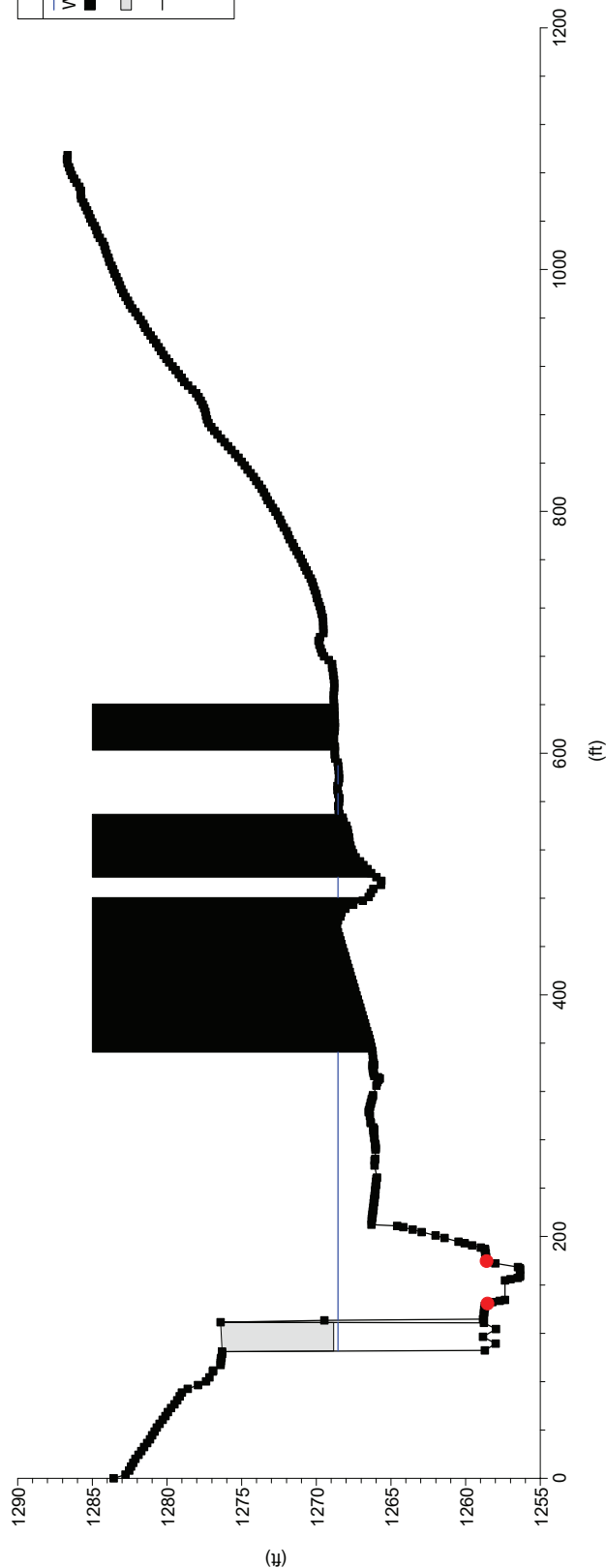
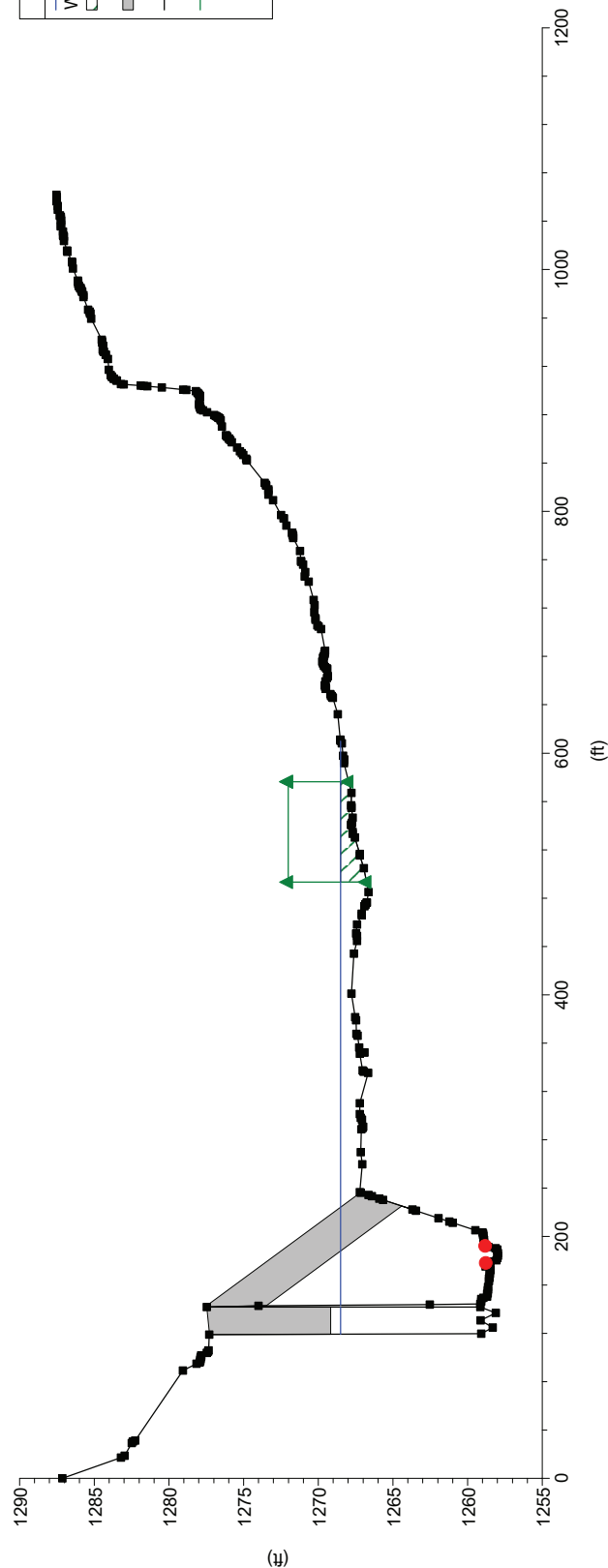
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

No well-defined channel. n values represent overland flow area r

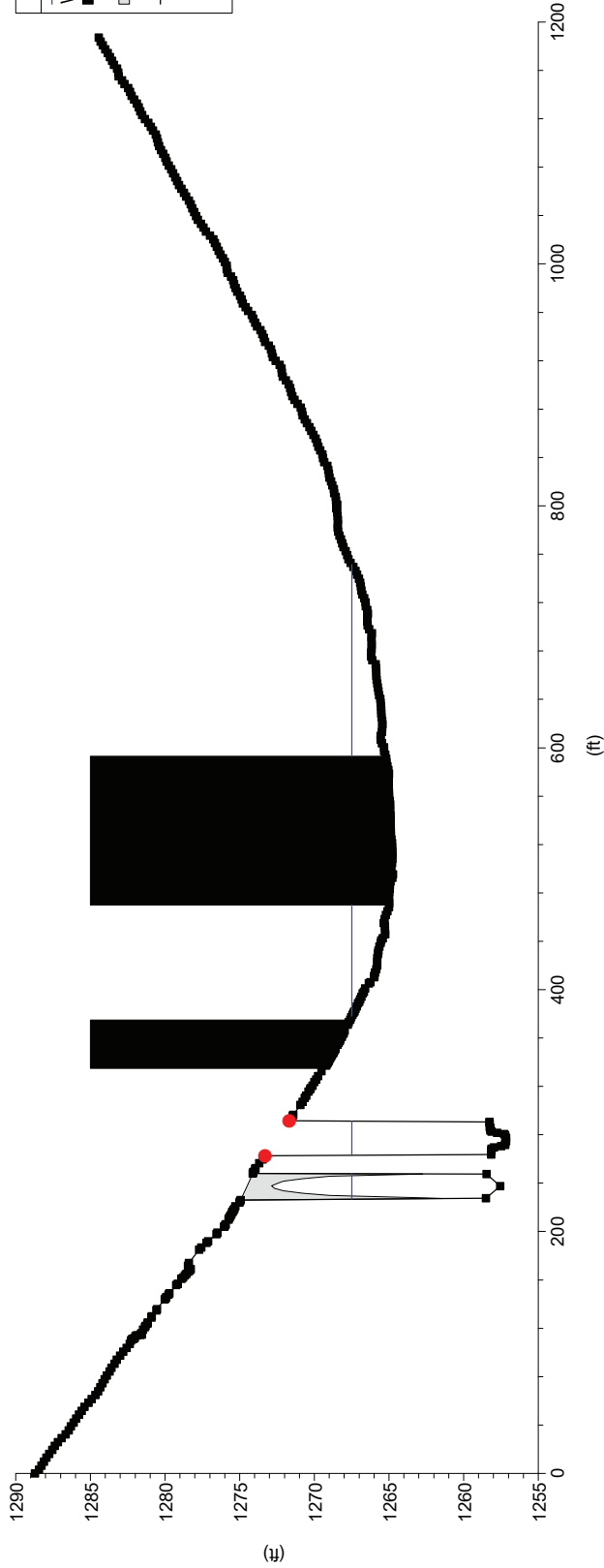


Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

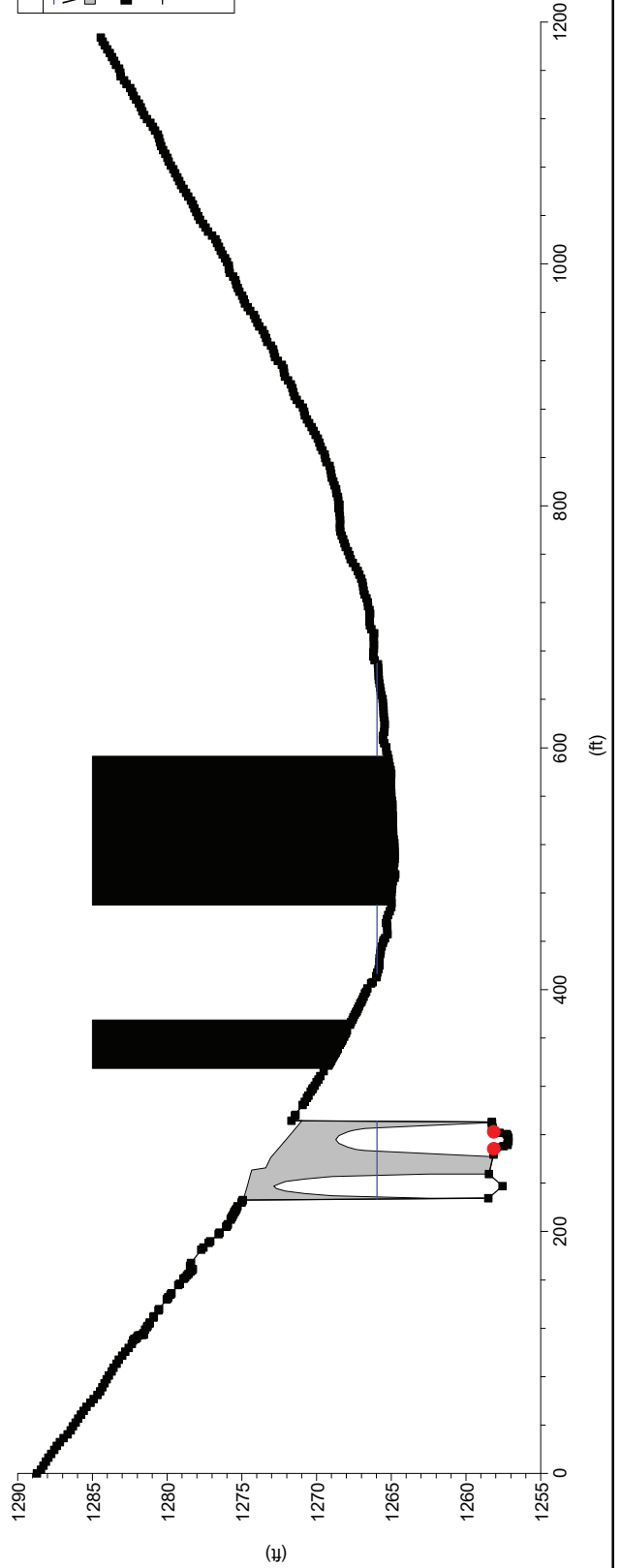




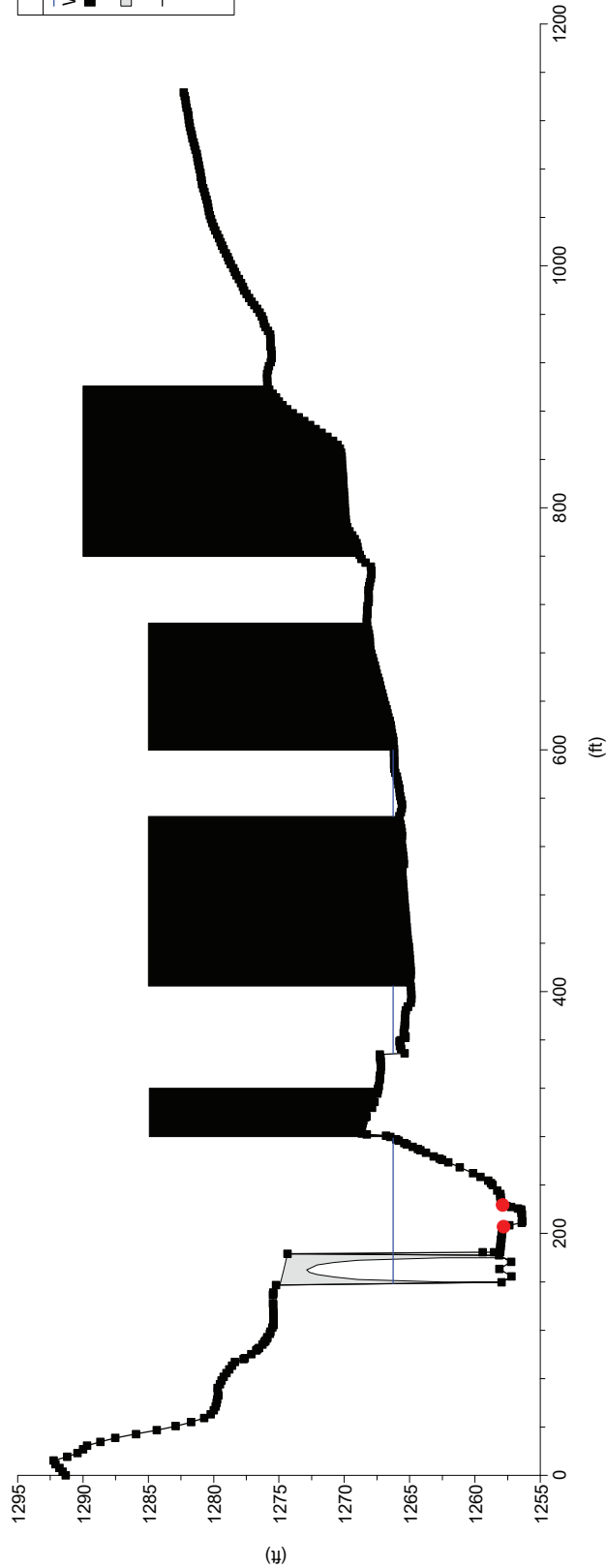
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj
US side of Campbell



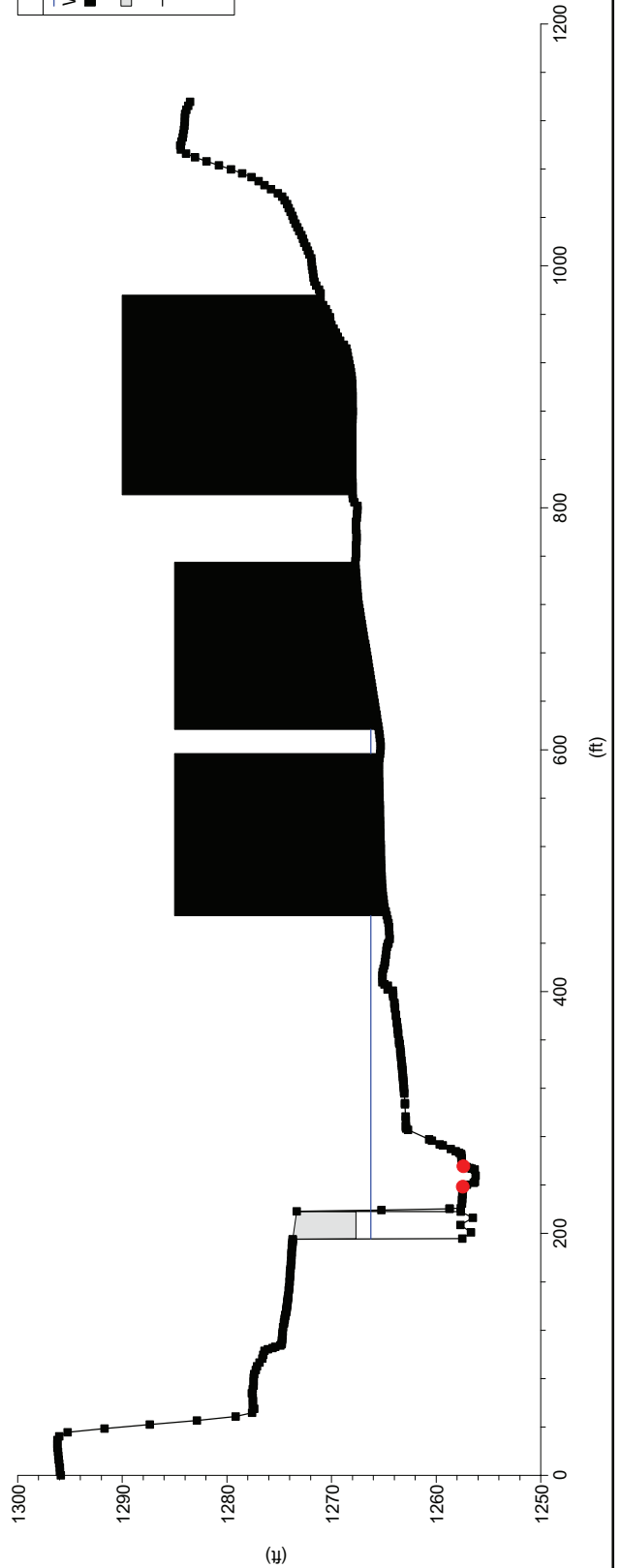
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj
30x12 (model O-330) conspan arch bridge



Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj
DS side of Campbell

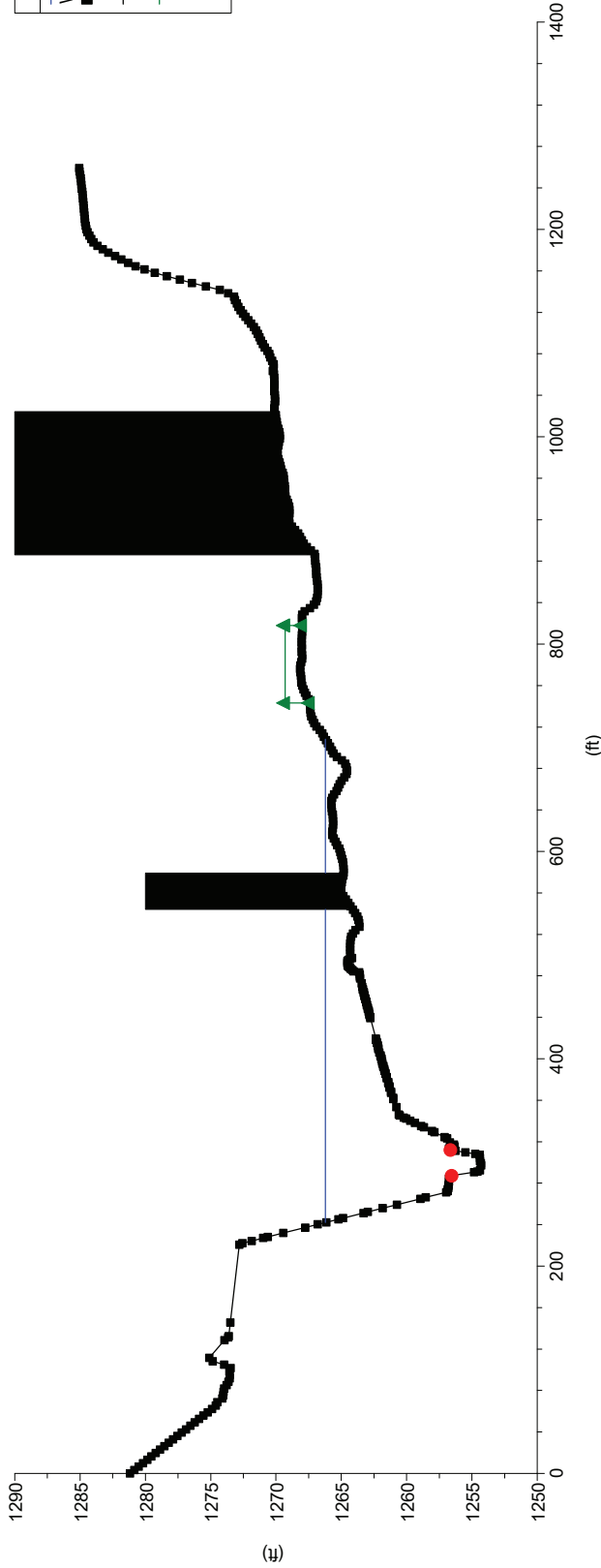


Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj
No well-defined channel. n values represent overland flow area r



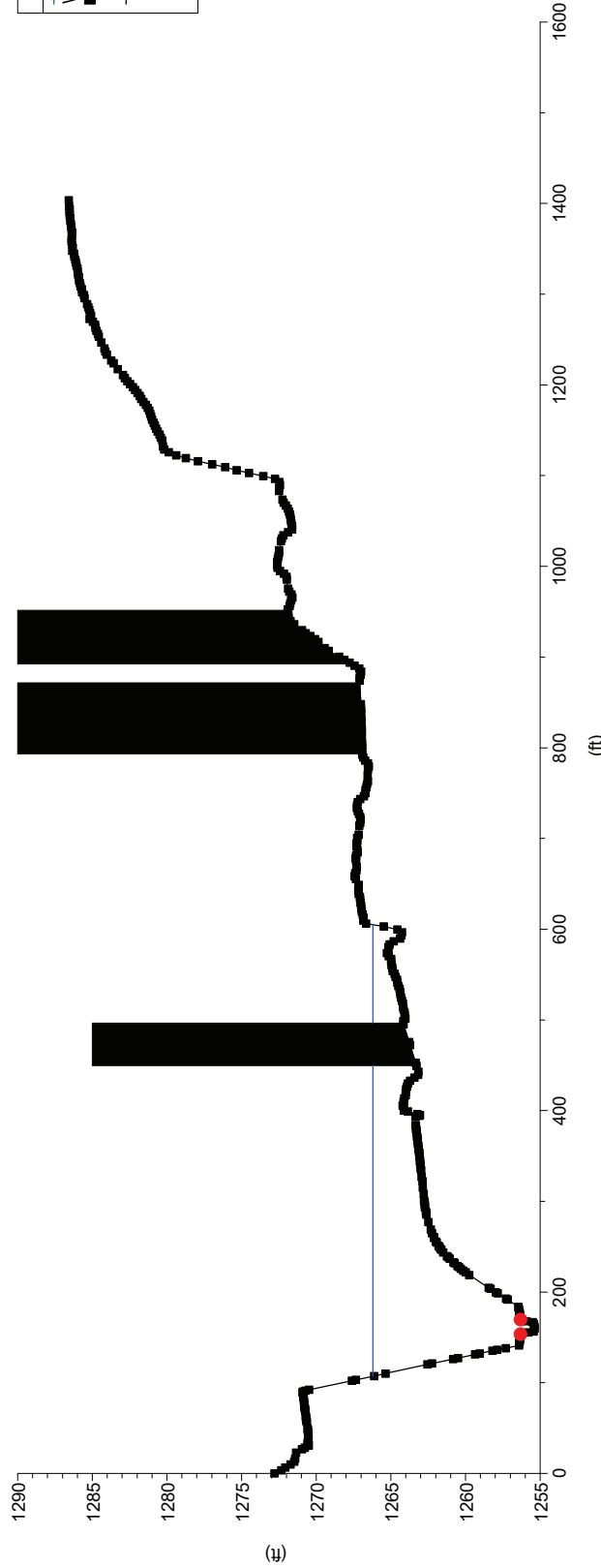
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

No well-defined channel. n values represent overland flow area r



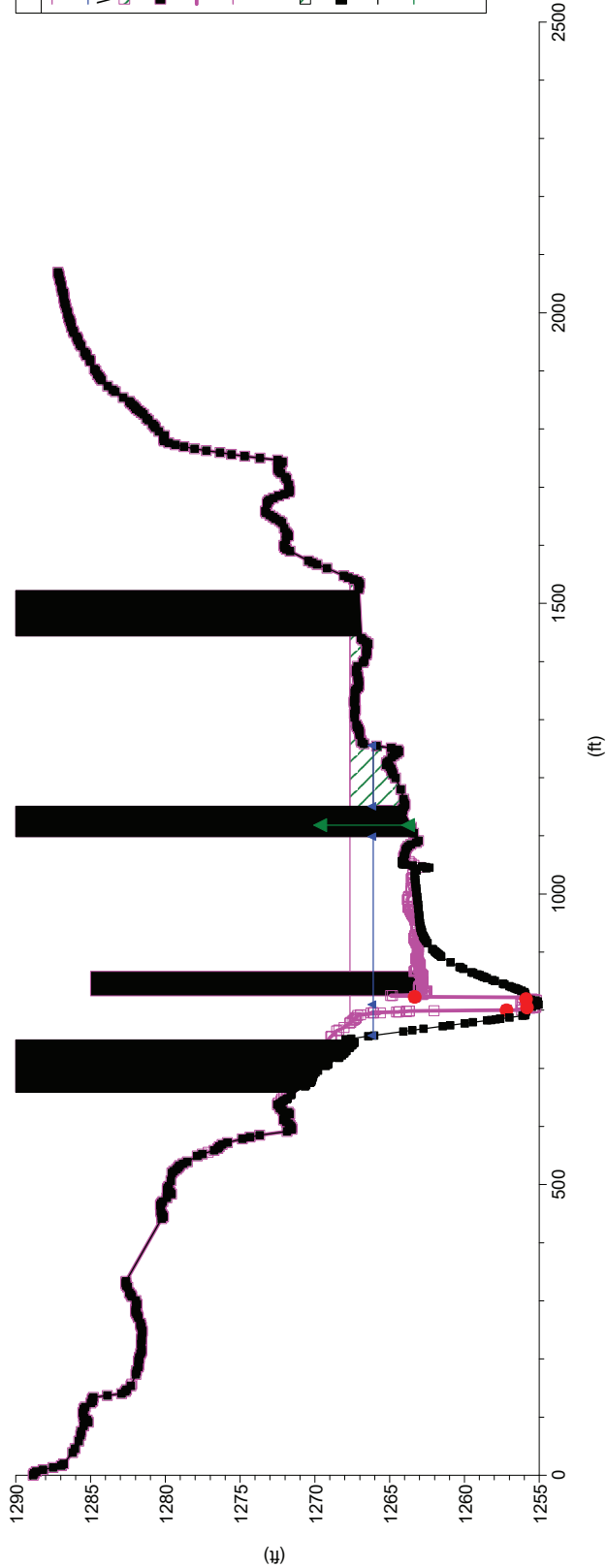
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

No well-defined channel. n values represent overland flow area r



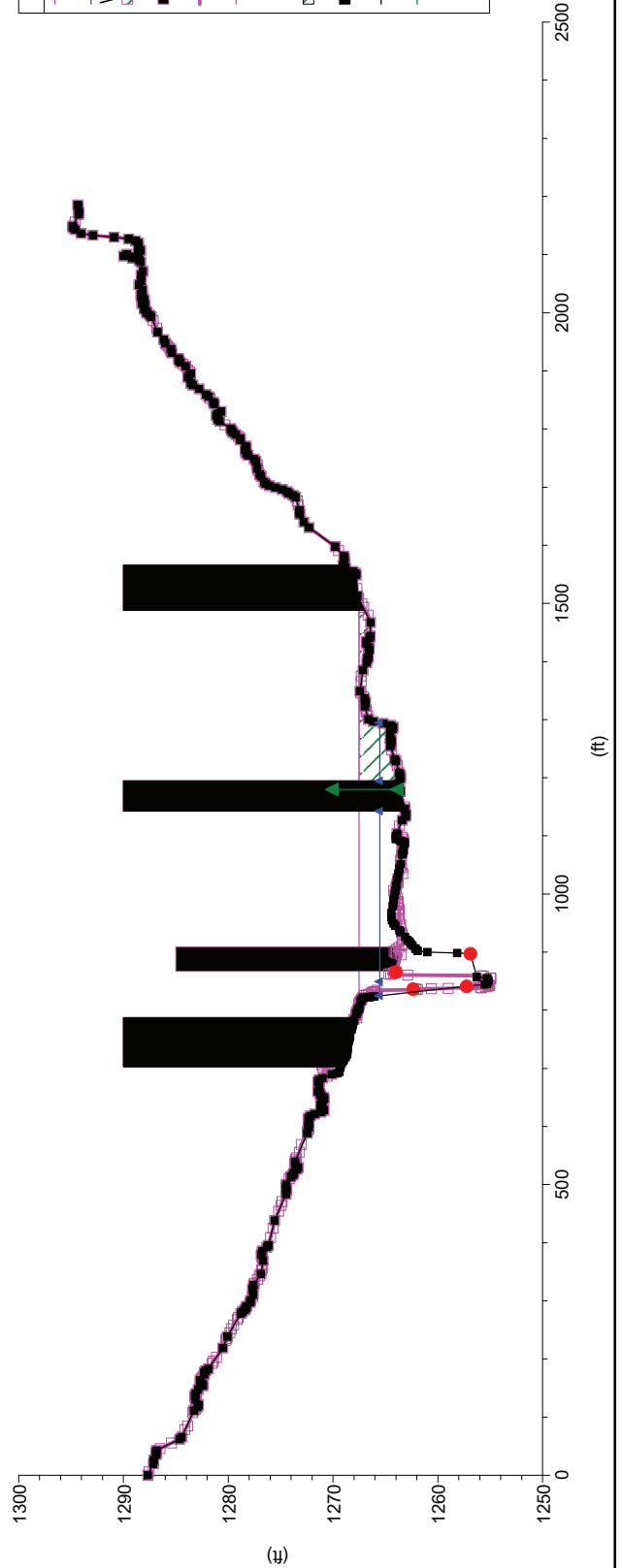
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Invert Elevation obtained from USACE Survey



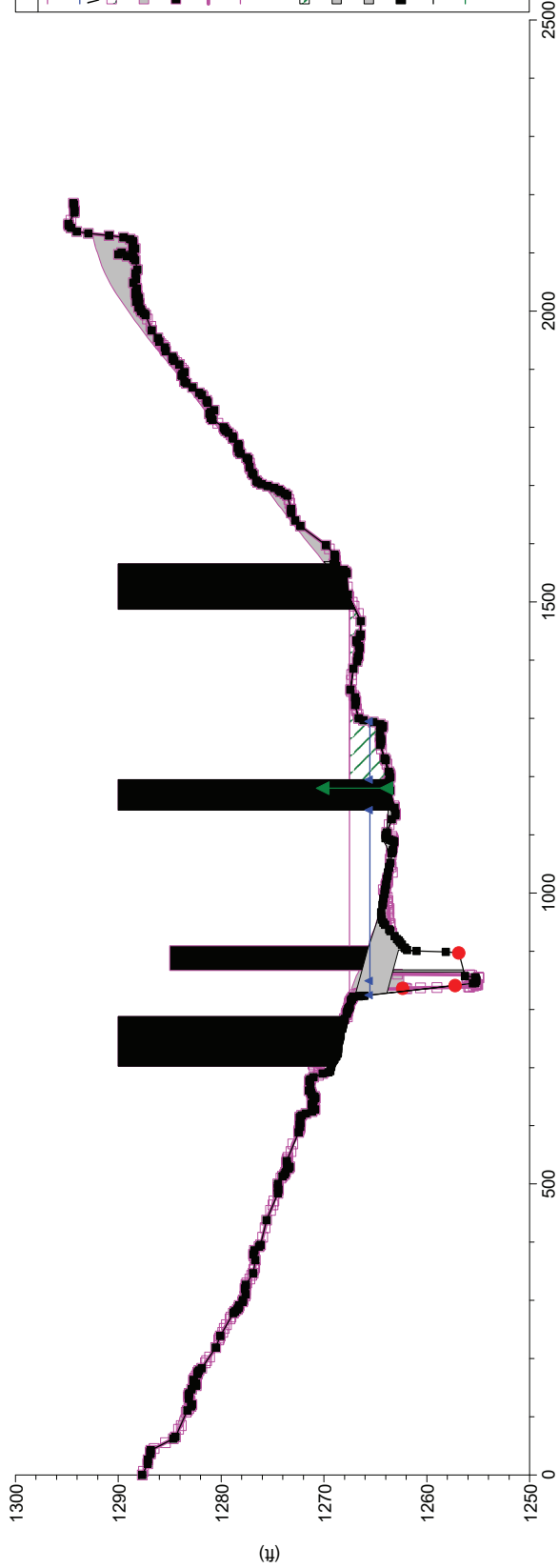
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Invert Elevation obtained from USACE Survey



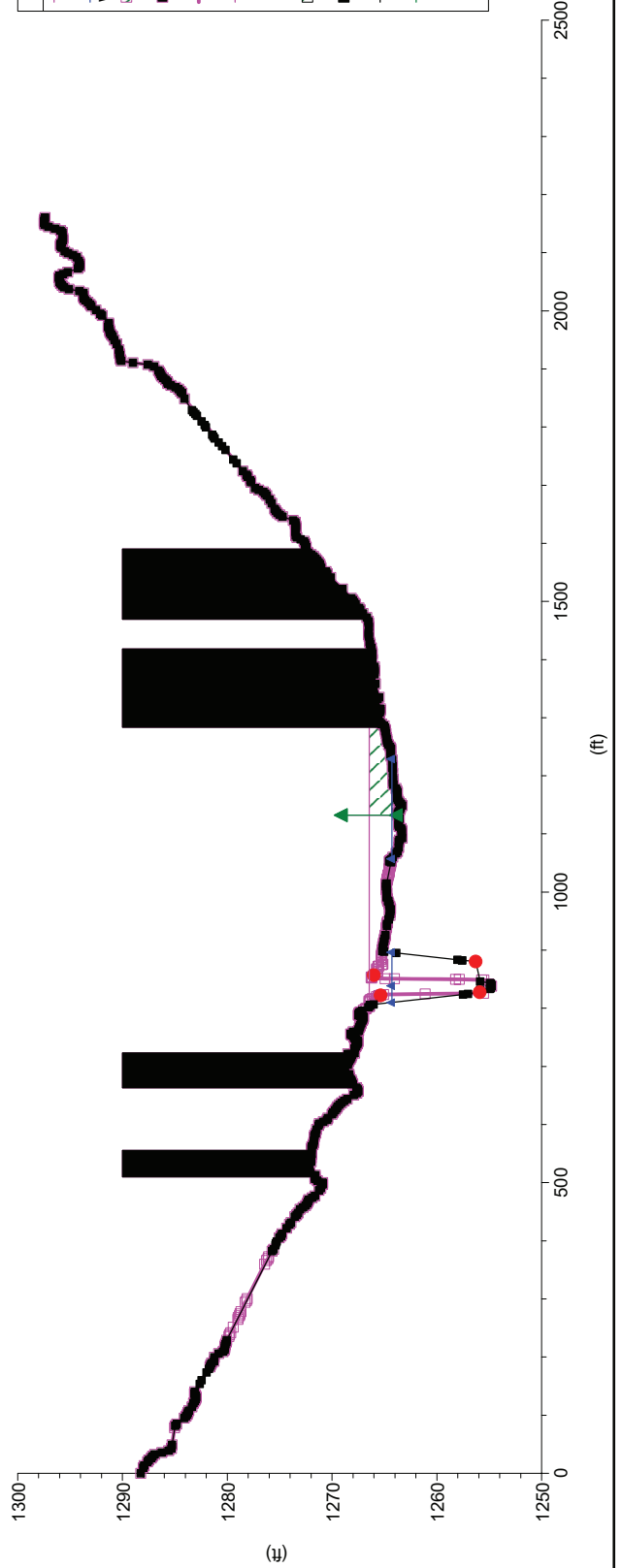
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

N Main Ave



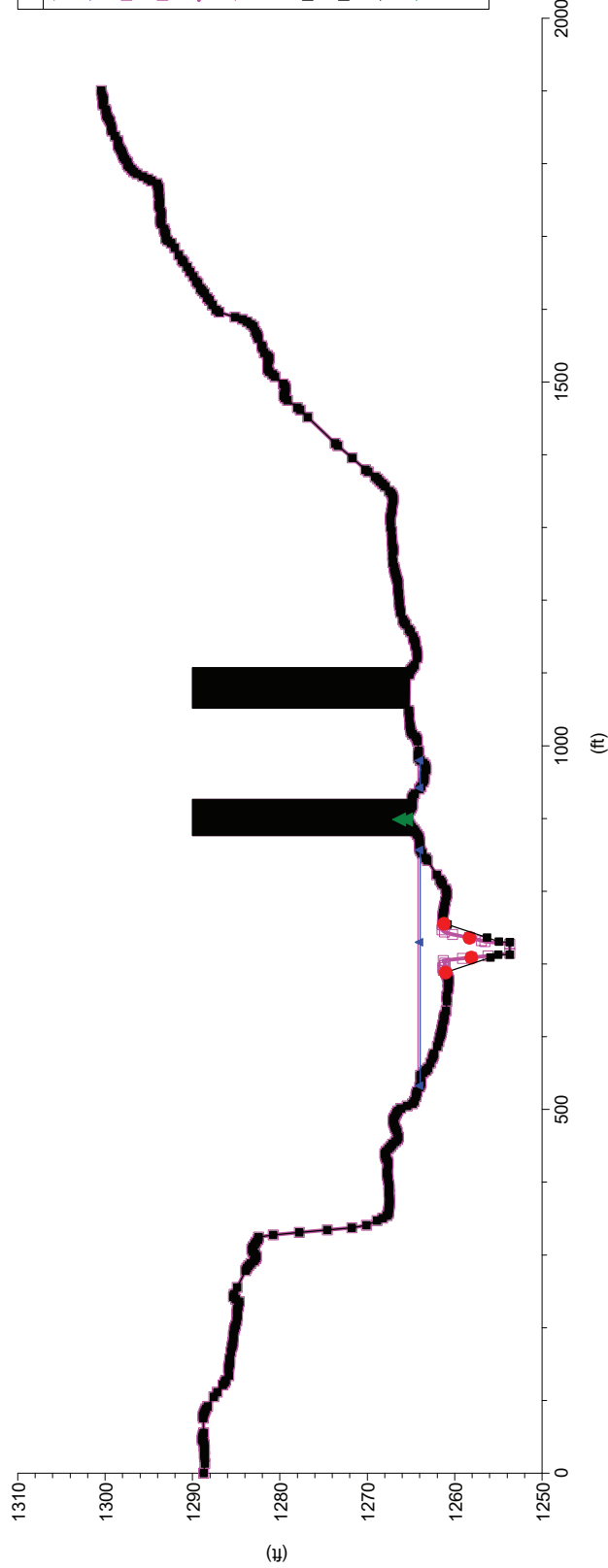
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Invert Elevation obtained from USACE Survey



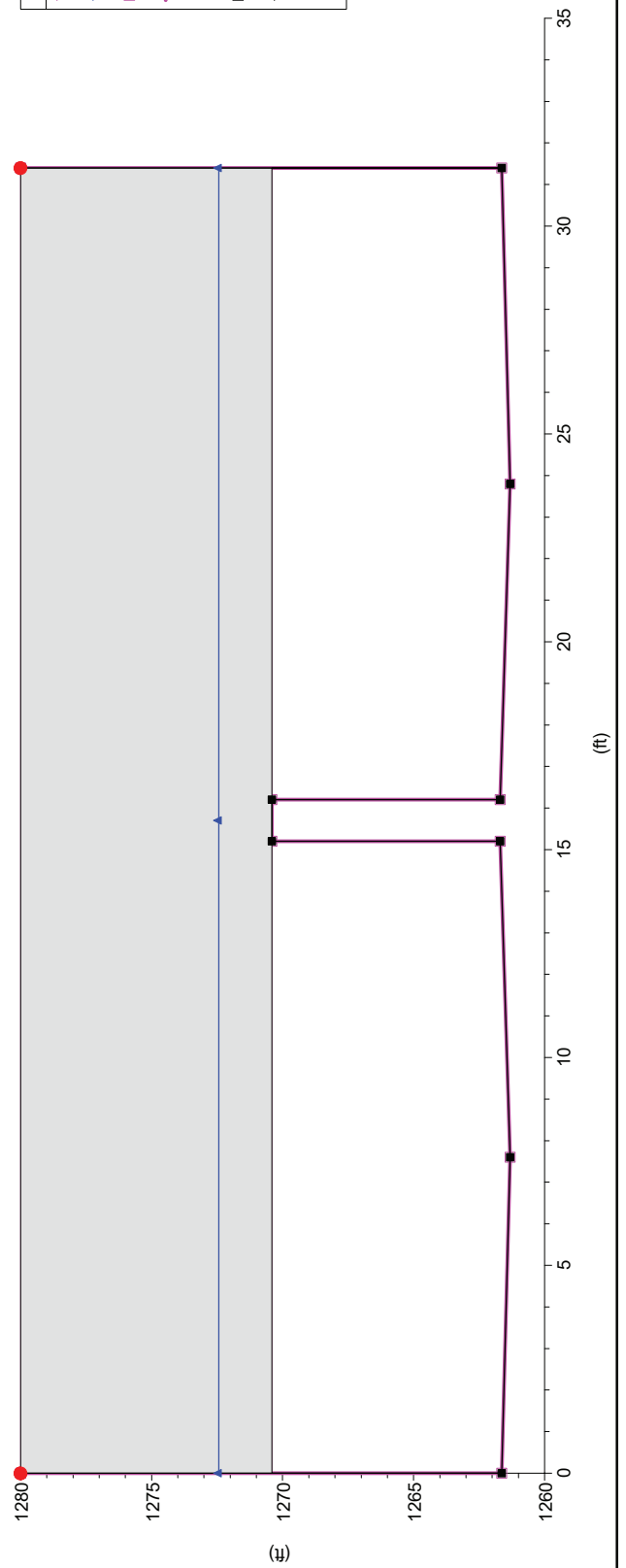
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Invert Elevation interpolated from USACE Survey

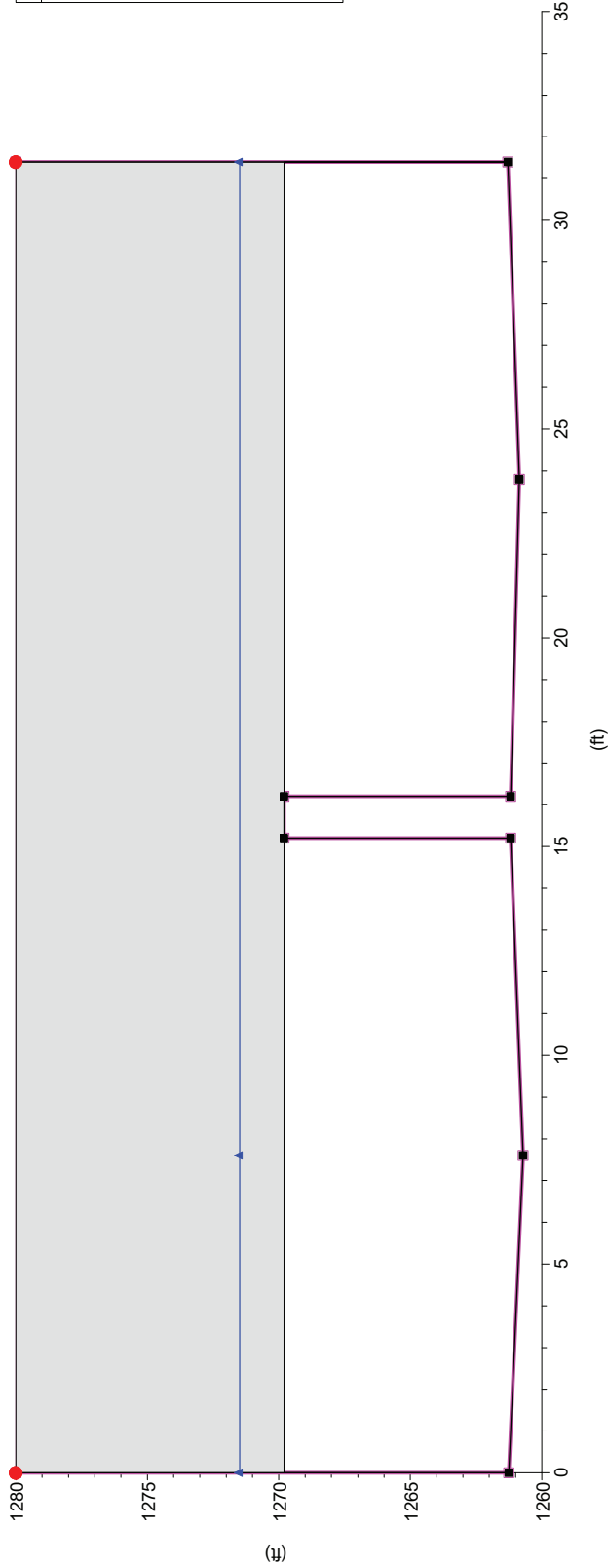


Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

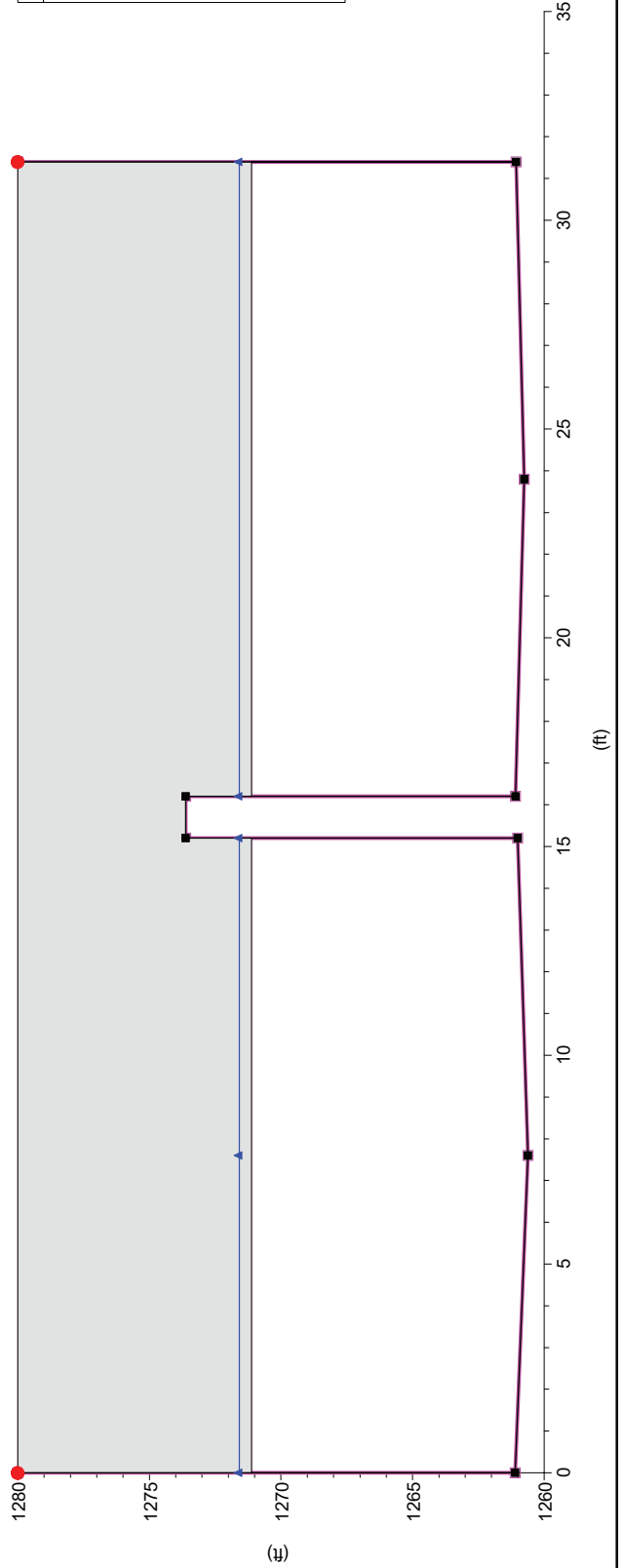
Surveyed Section



Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj
Surveyed Section

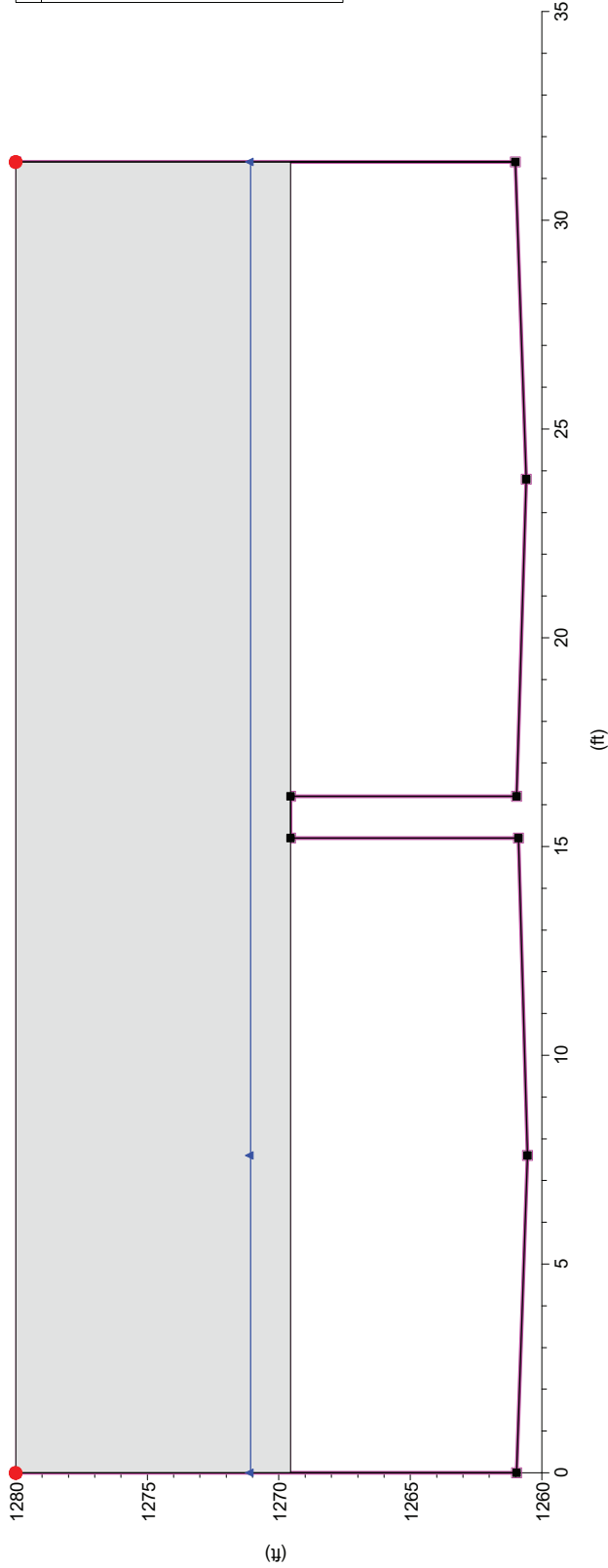


Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj
conc beams extending 2.5 ft from ceiling (1271.12) ceiling at 1273.



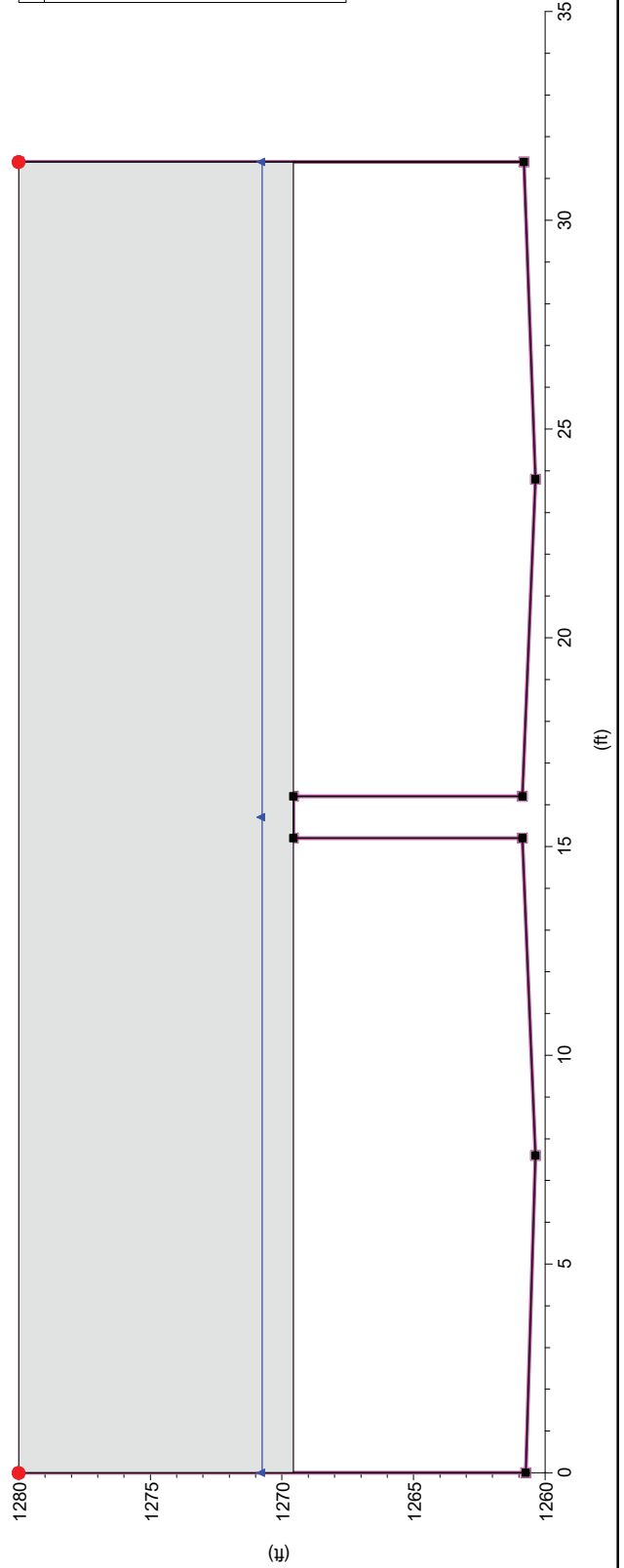
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Surveyed Section



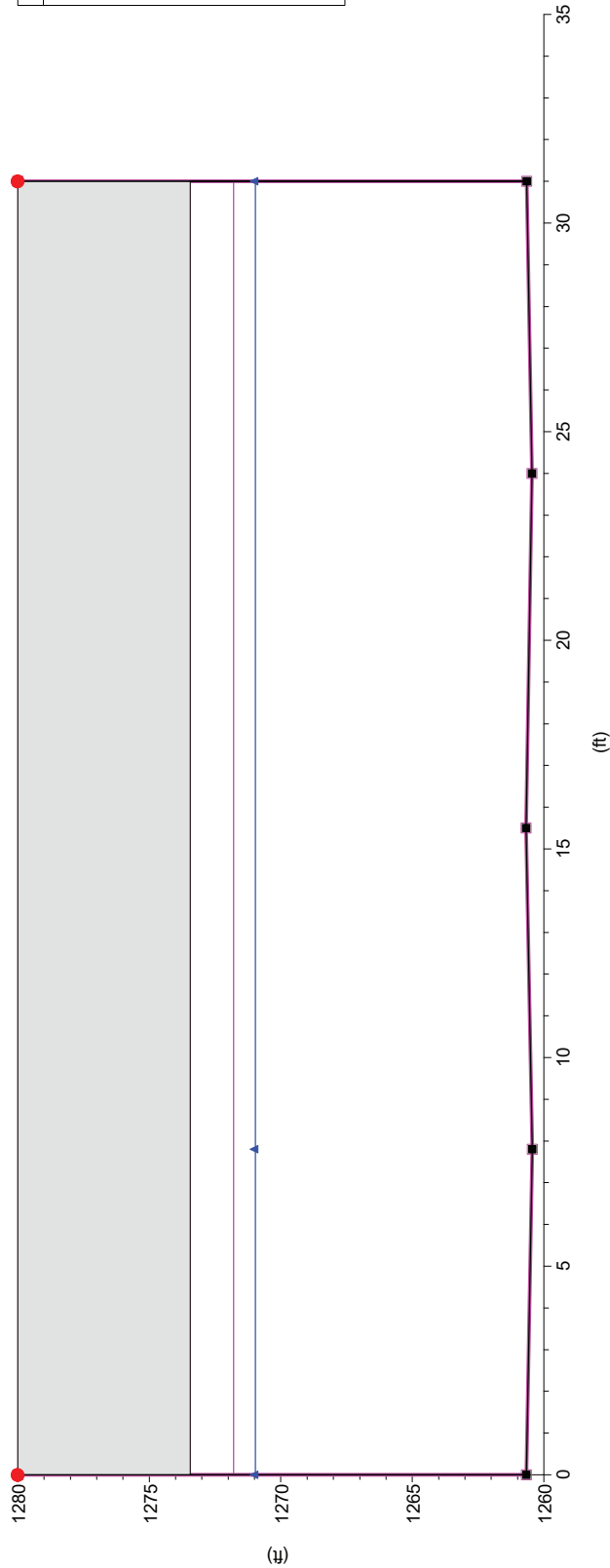
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Surveyed Section



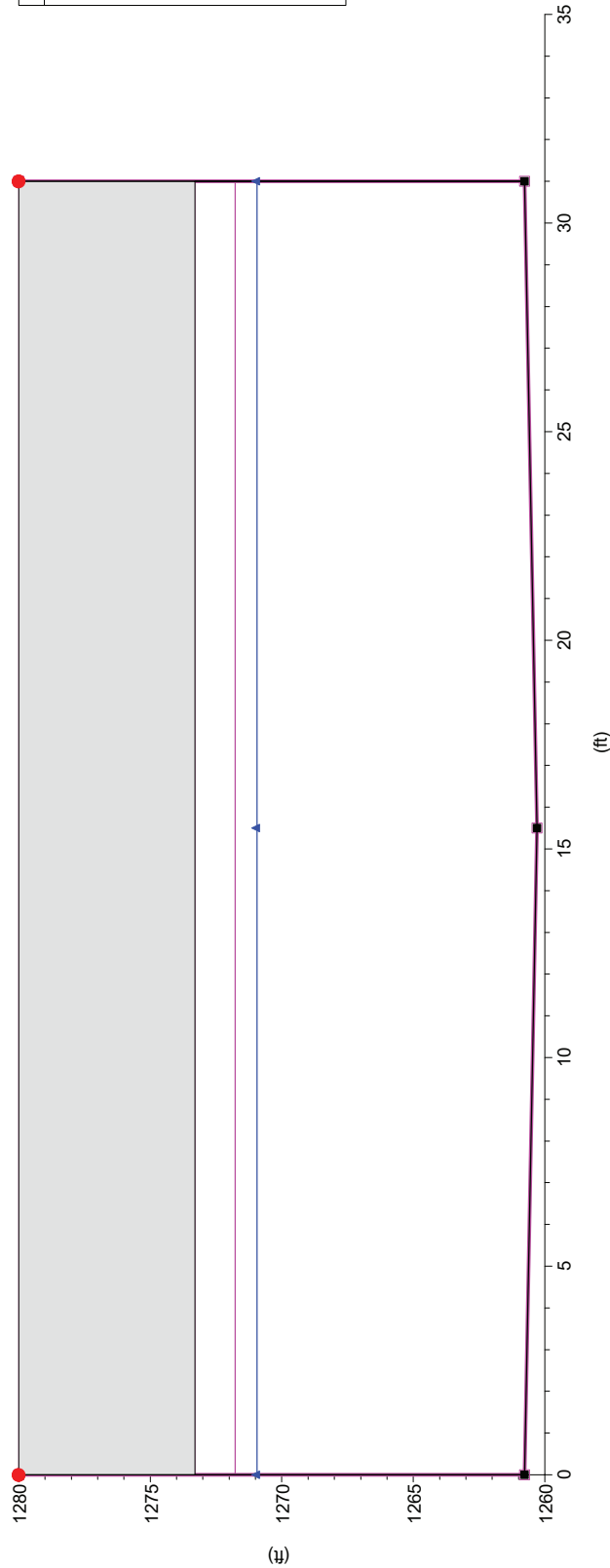
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Surveyed Section



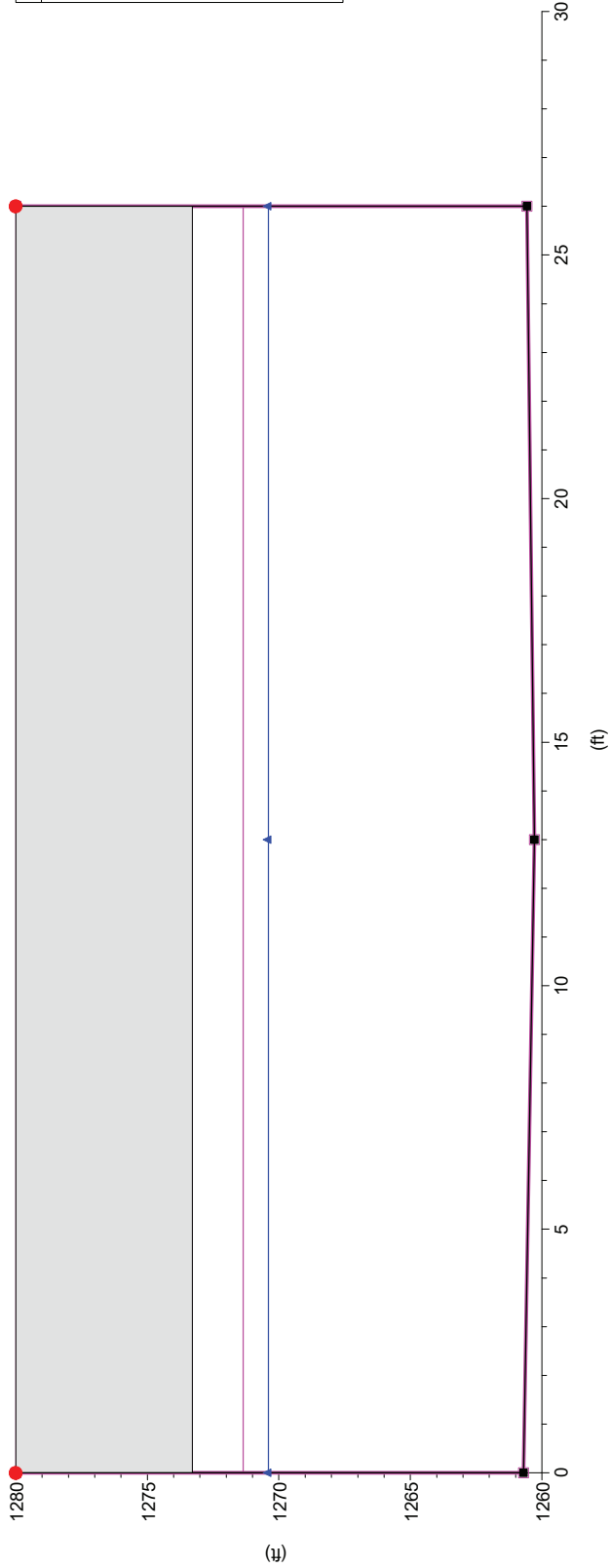
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Surveyed Section



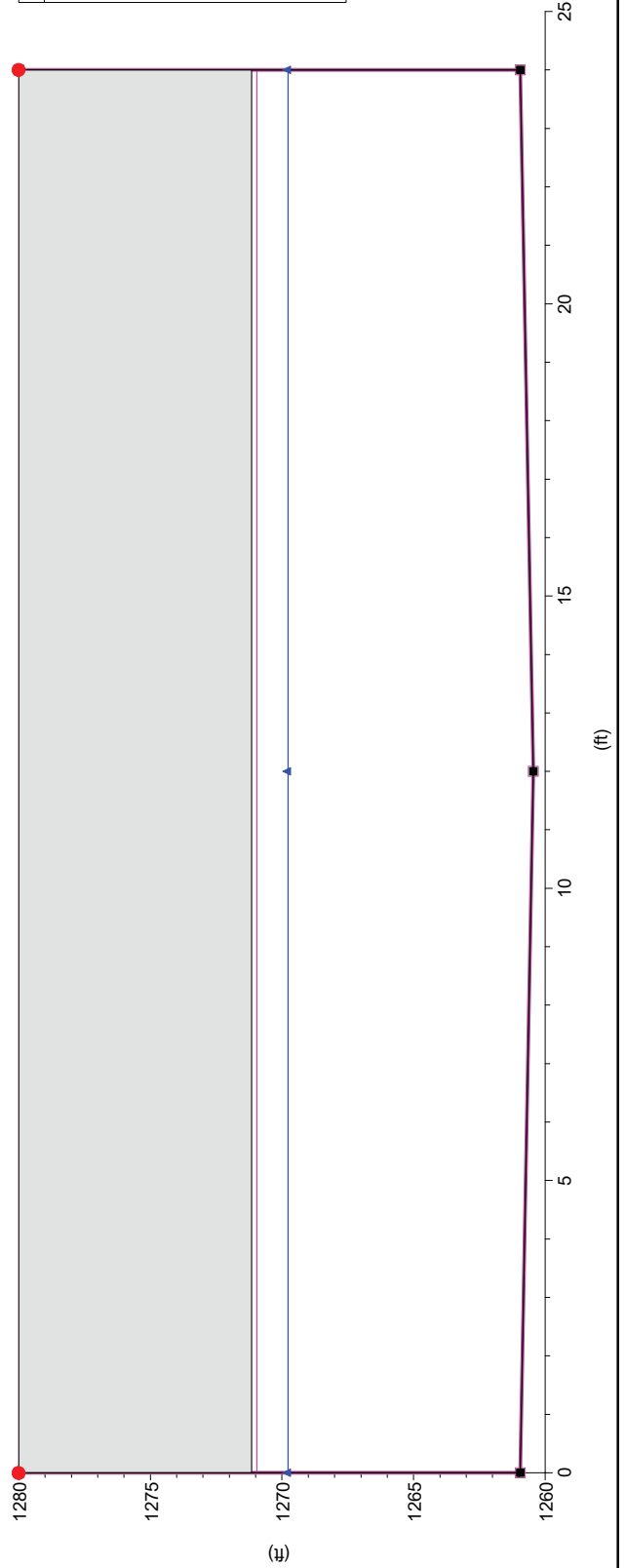
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Surveyed Section



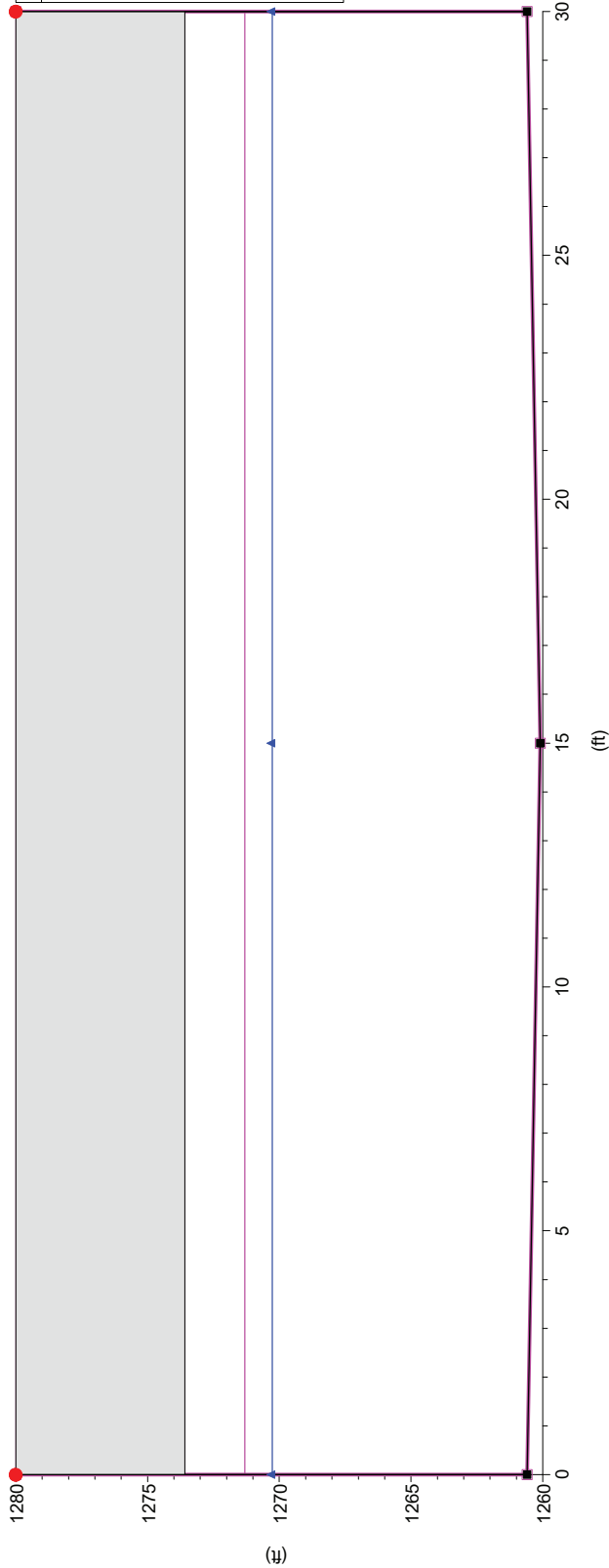
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Overhead Conc beams extend 2.5' from ceiling (1271.15) ceiling i



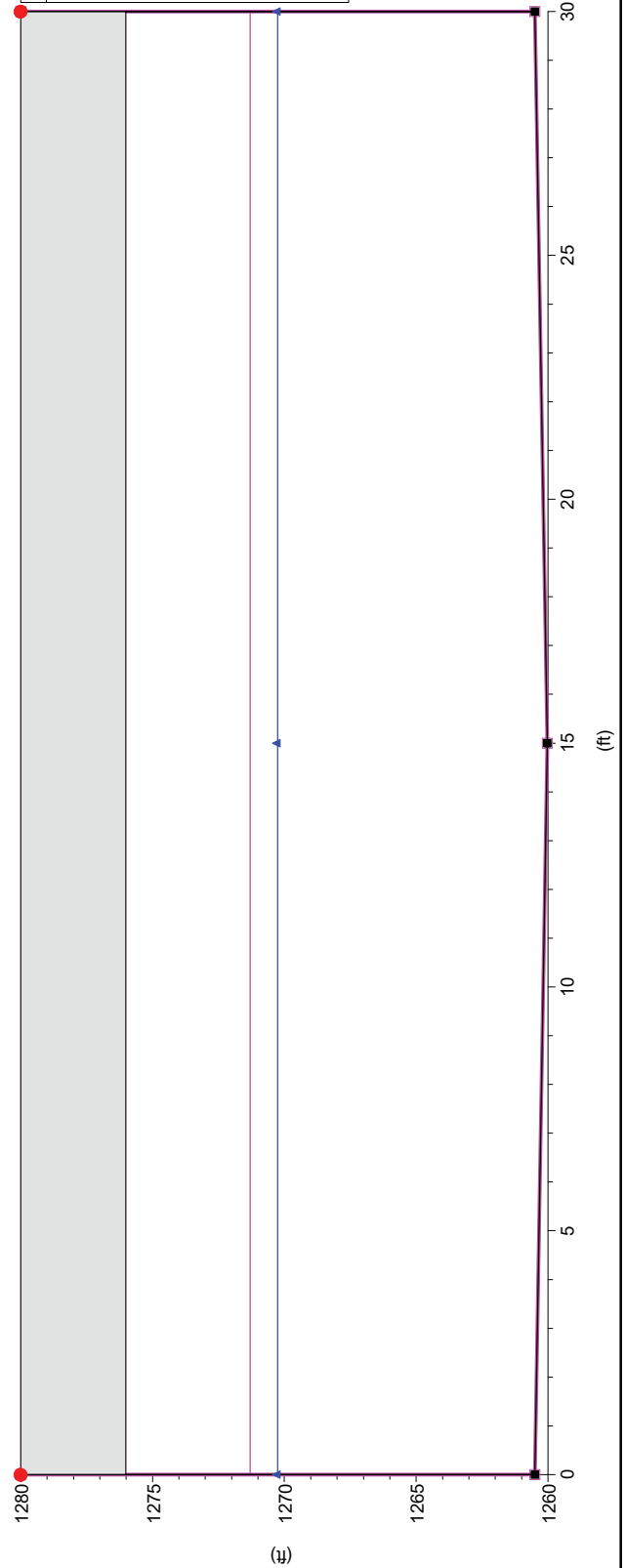
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Overhead Conc beams extend 2.5' from ceiling (12/3.59) ceiling a



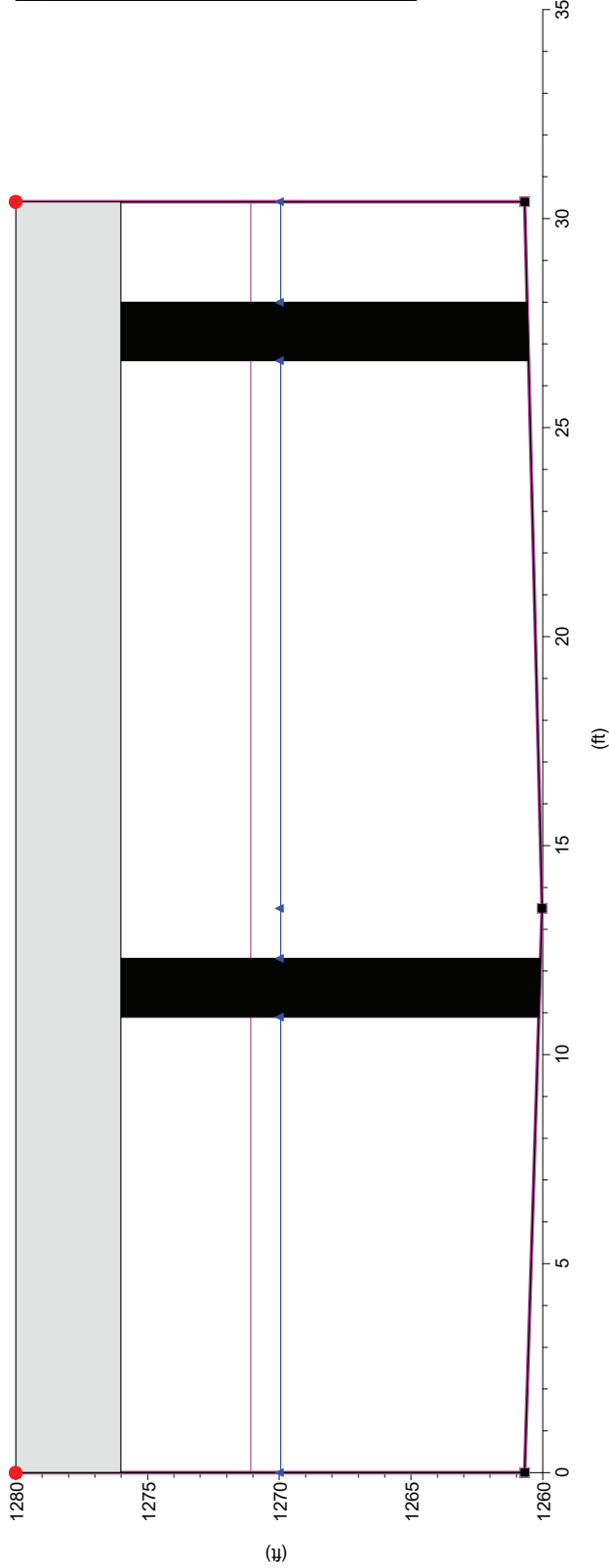
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Surveyed Section



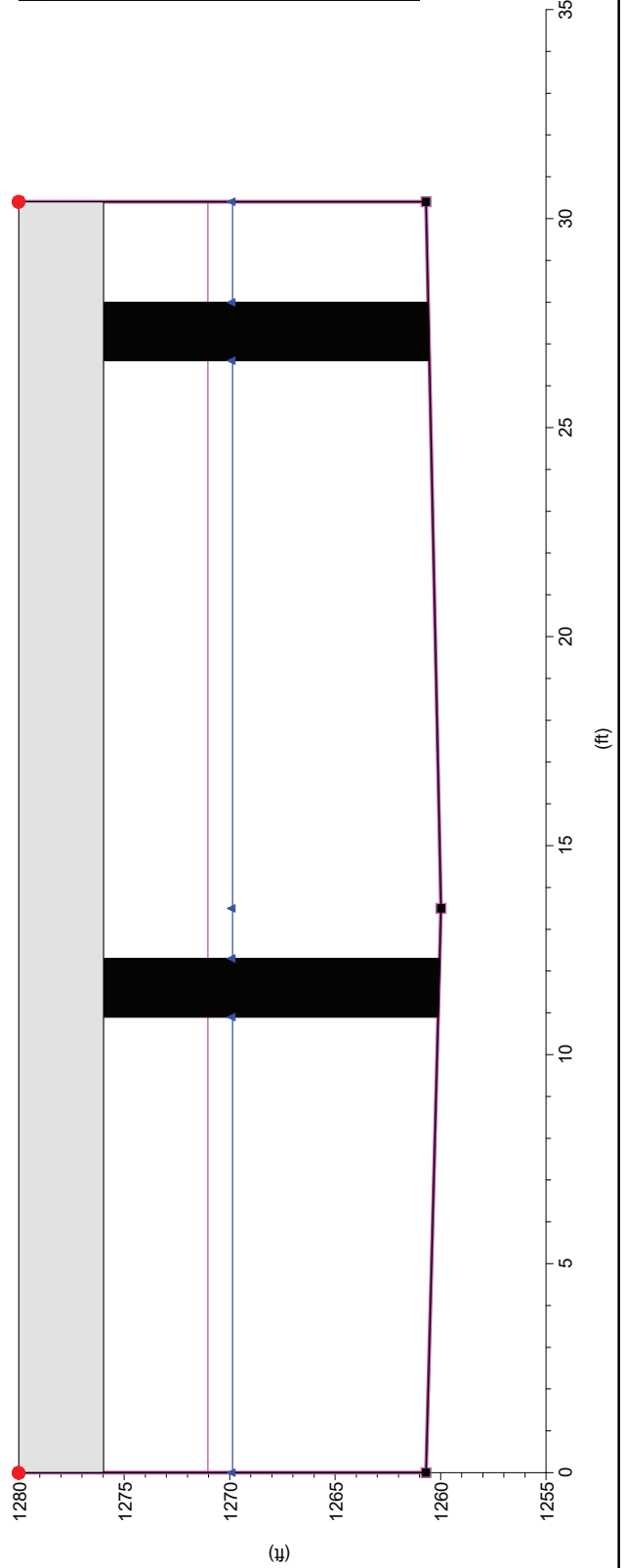
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Surveyed Section



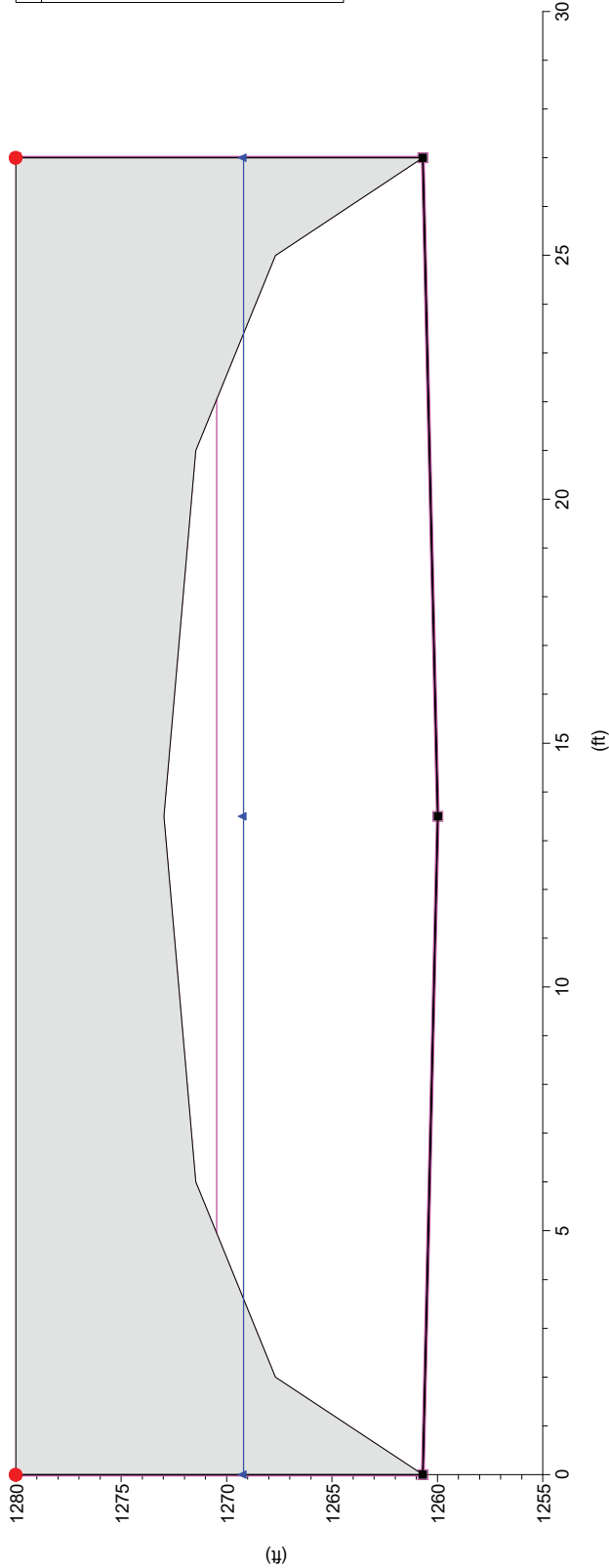
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Surveyed Section



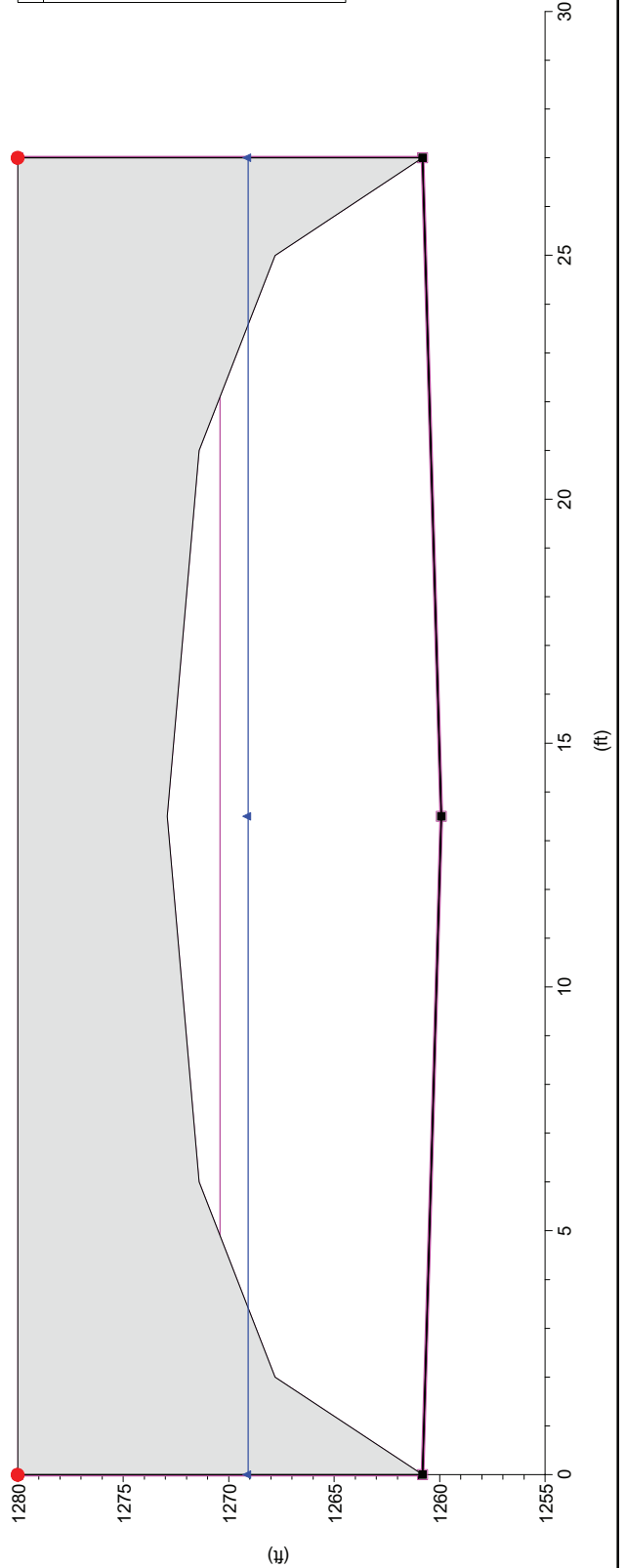
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

10" D.I.P 10.5' from floor (1270.48) use vert var



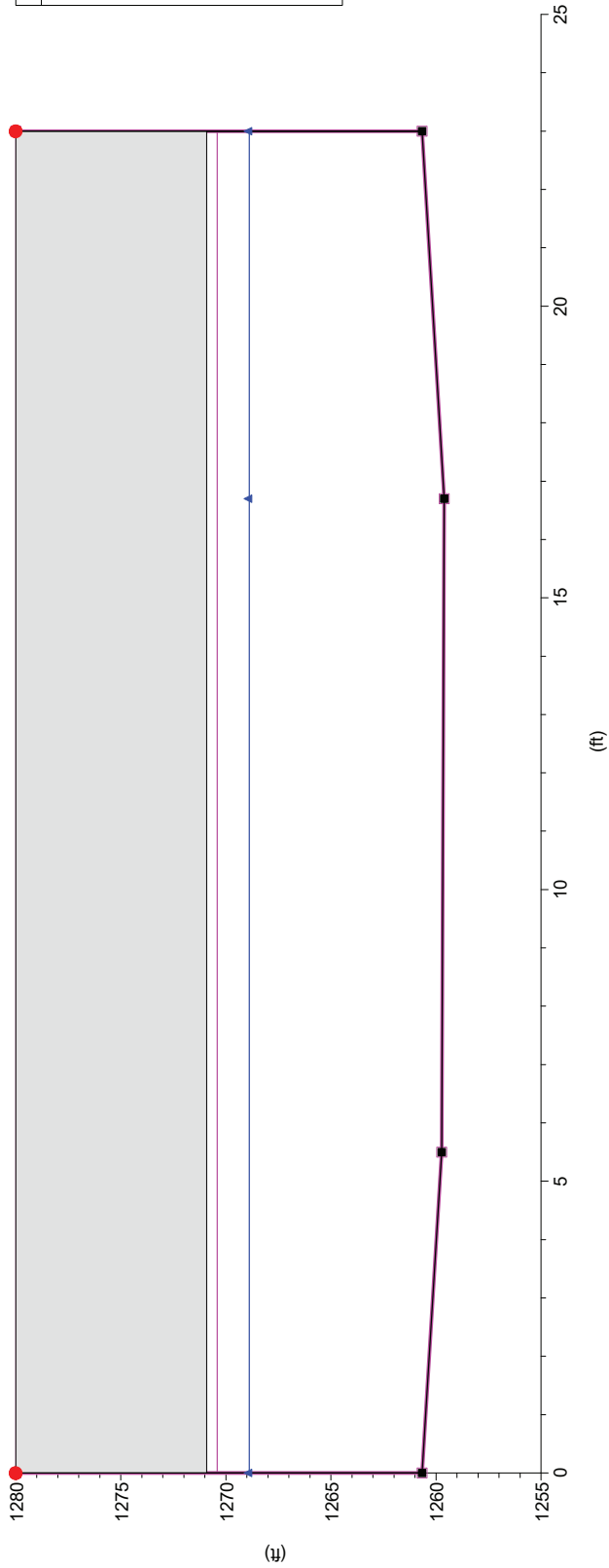
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

6" Gas Line 9.9' from floor (1269.82) use vert var



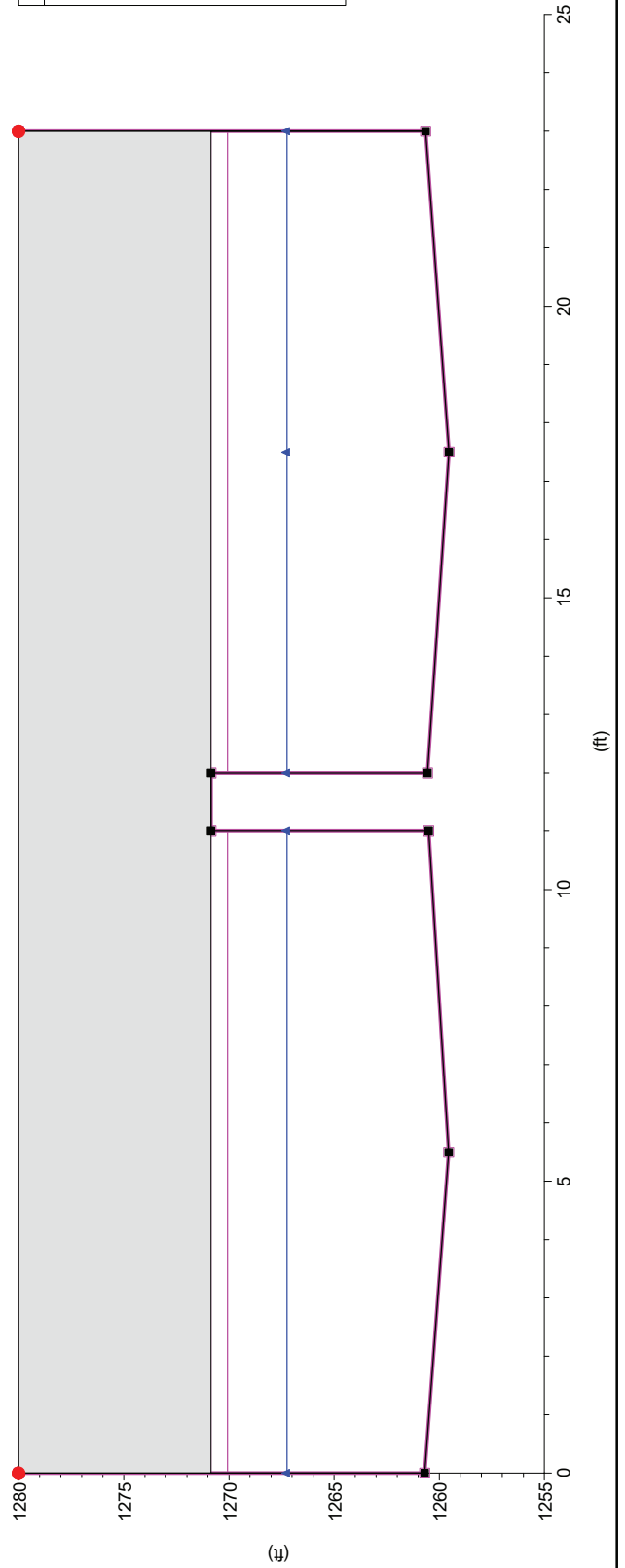
Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Surveyed Section



Jordan Creek MSU Site Plan: 1) 22.06.08 60% Model 2) ExCond_STA_Adj

Surveyed Section



APPENDIX B

2D HEC-RAS Modeling Results

2D HEC-RAS Model Results - Mesh Maps

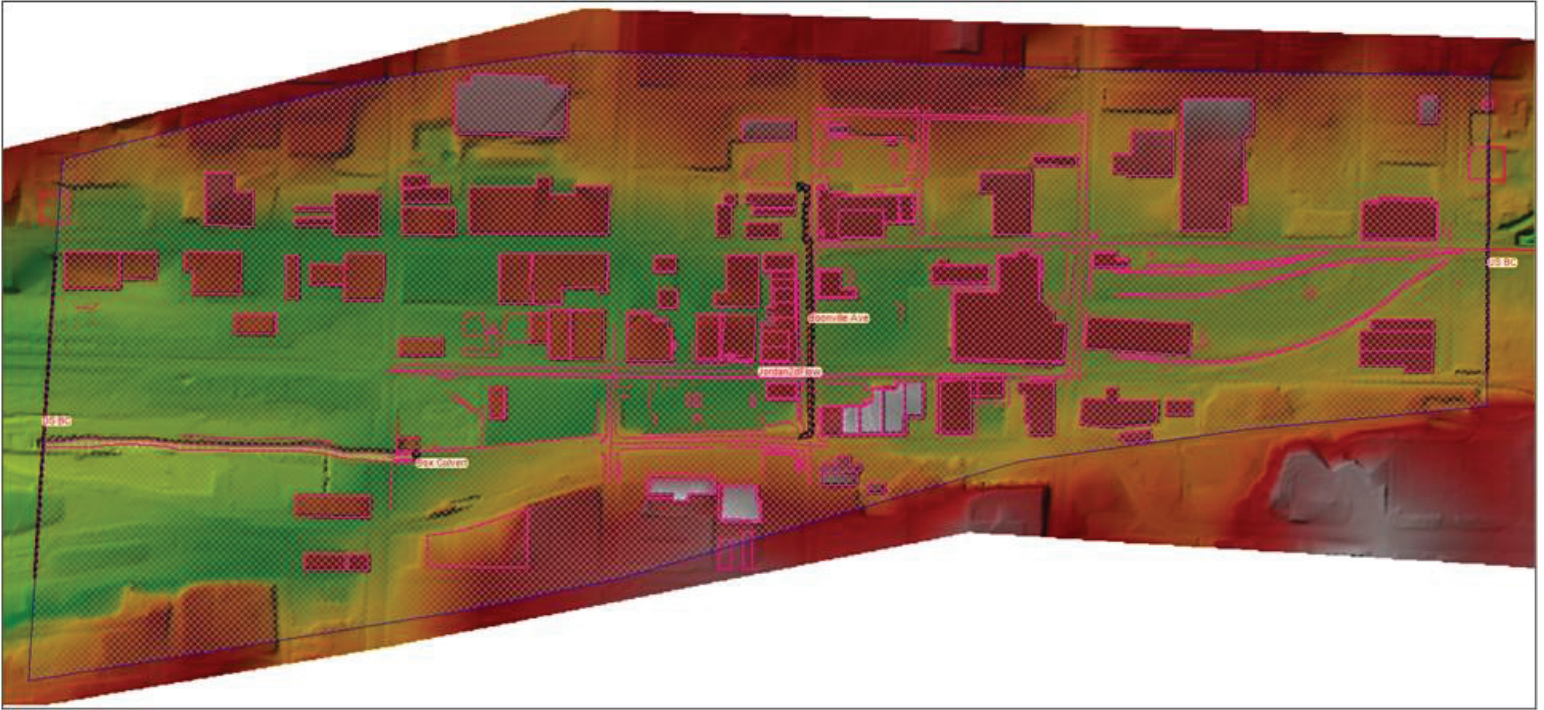


Figure 1. Existing conditions full extent 2D mesh.

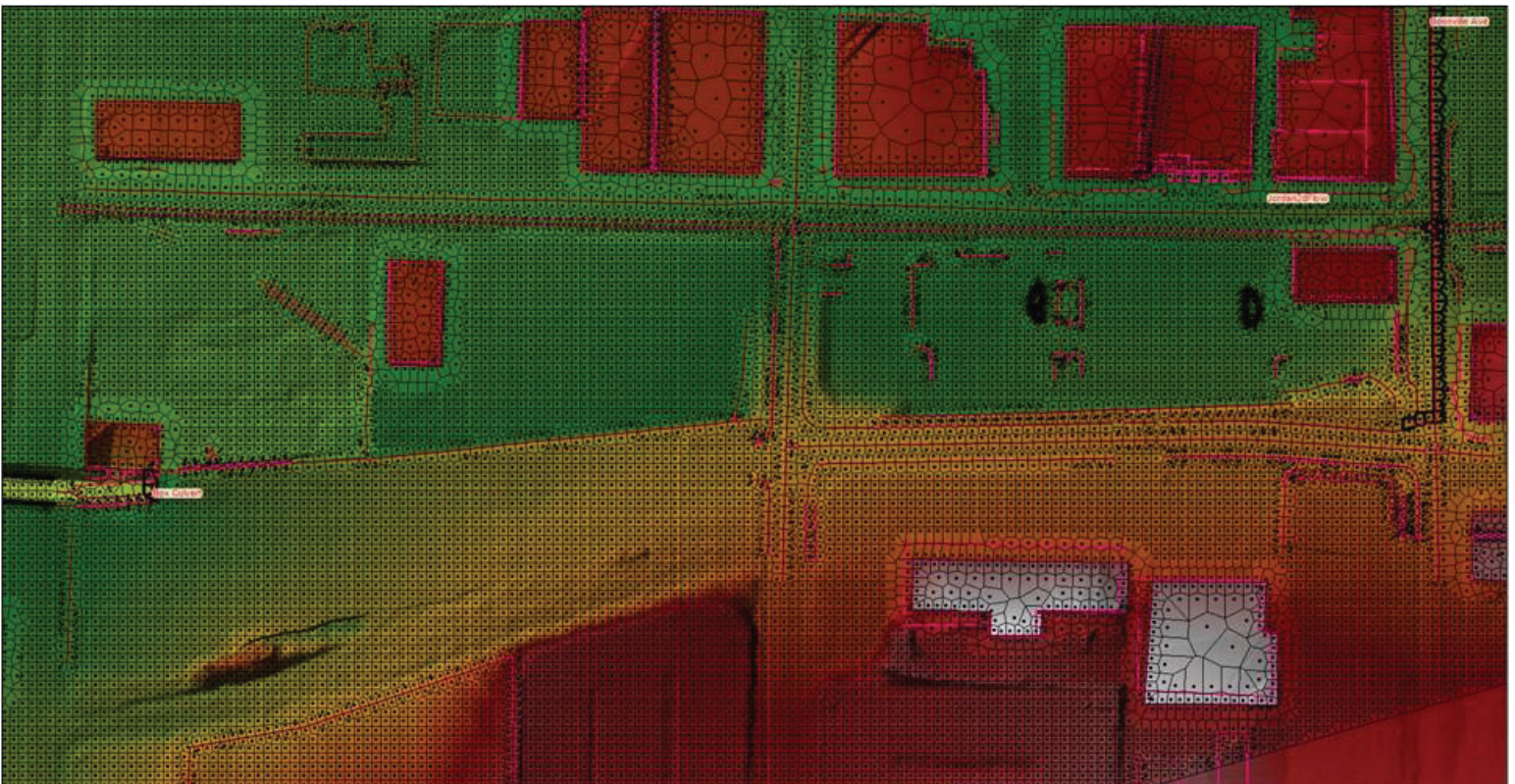


Figure 2. Existing conditions Renew Jordan Creek site 2D mesh.

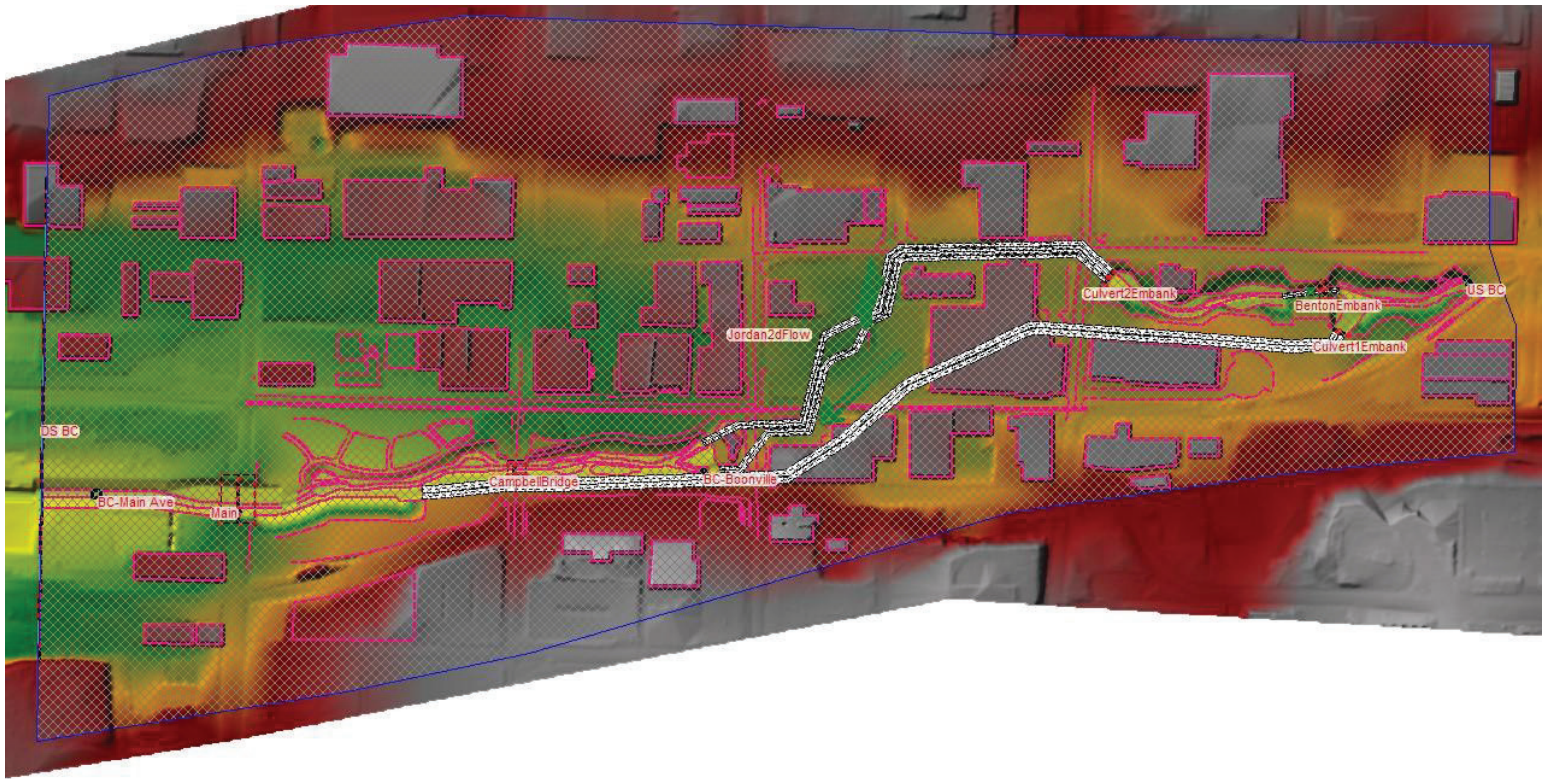


Figure 3. Proposed conditions full extent 2D mesh.

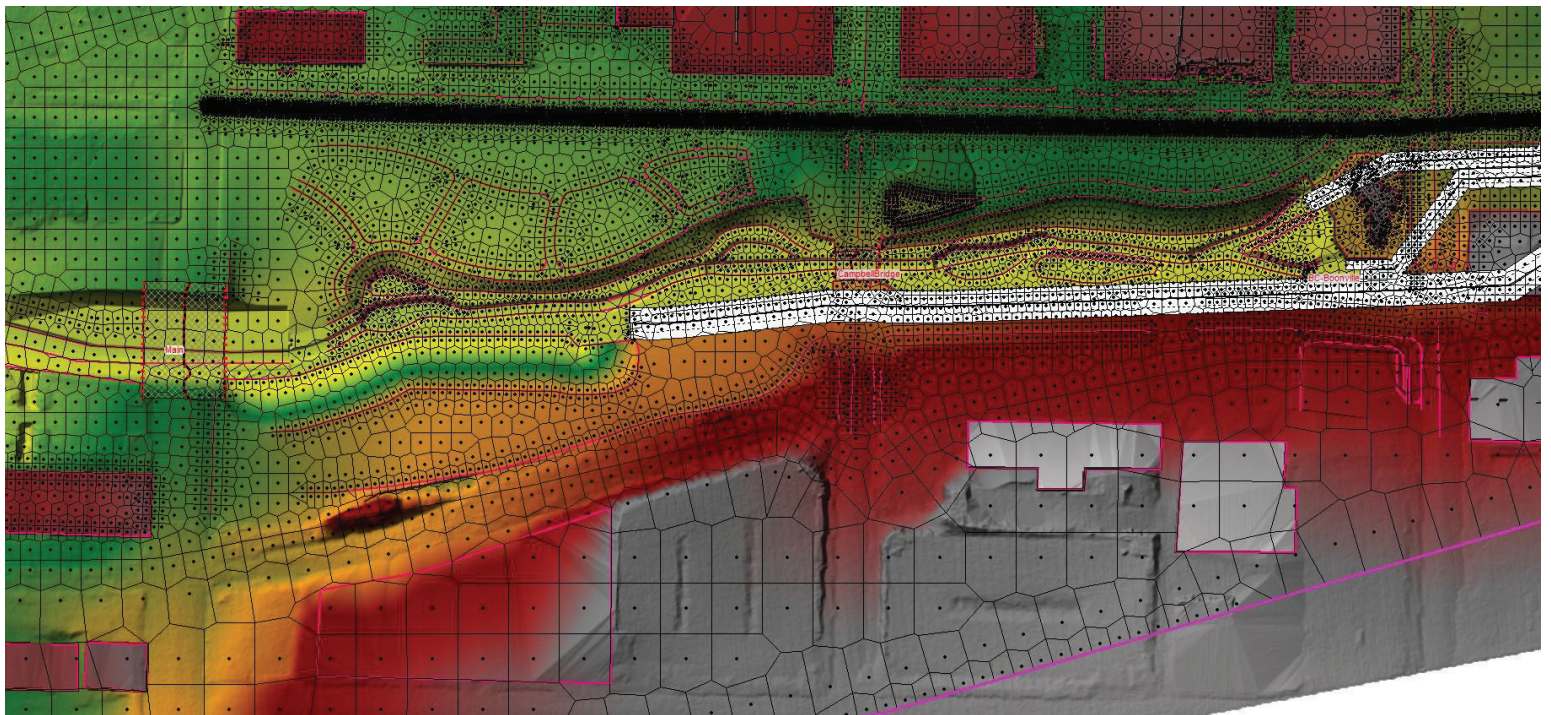


Figure 4. Proposed conditions Renew Jordan Creek site 2D mesh.

2D HEC-RAS Model Results - Depth Maps

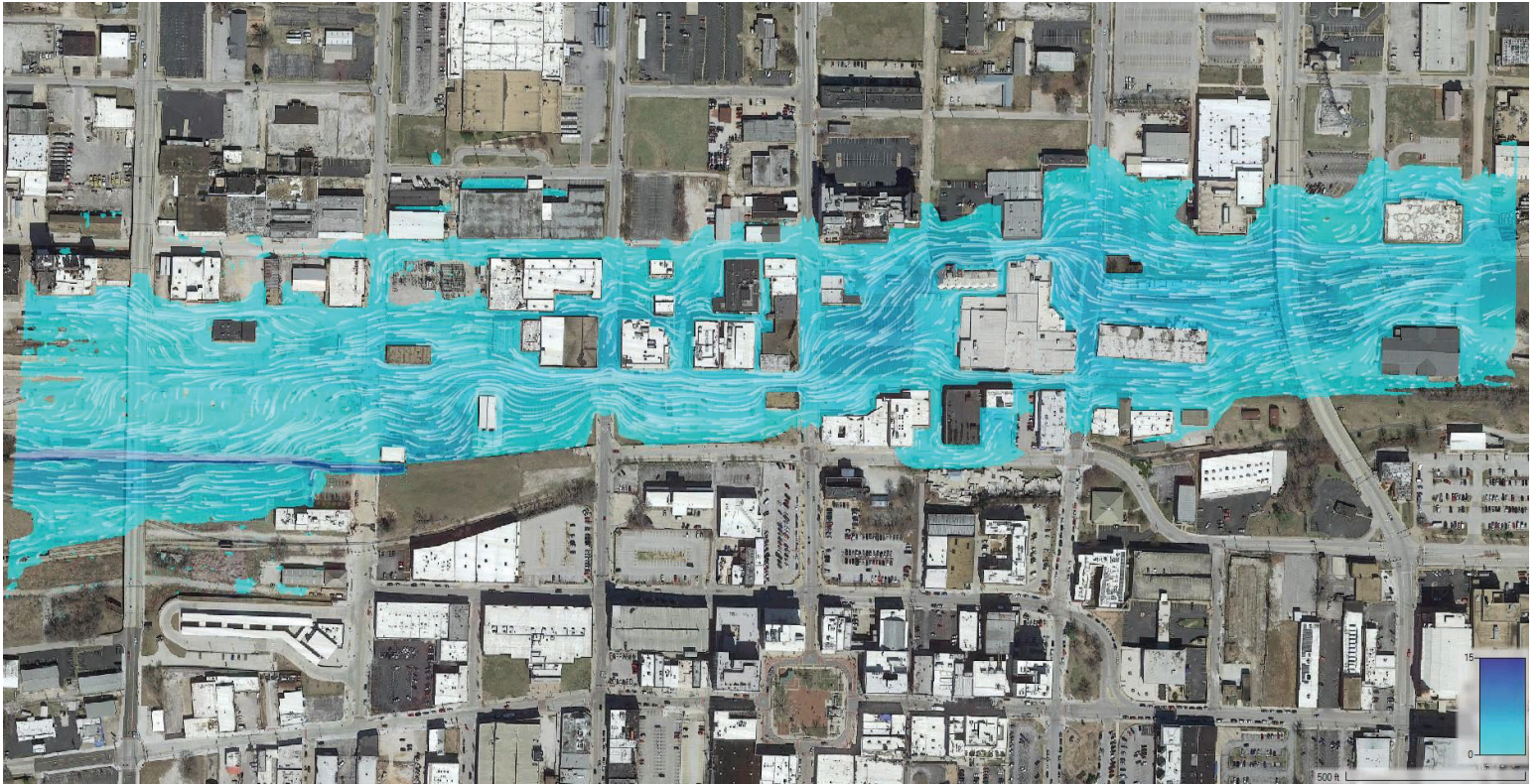


Figure 5. Existing conditions full extent 100 year event depth (ft) map.

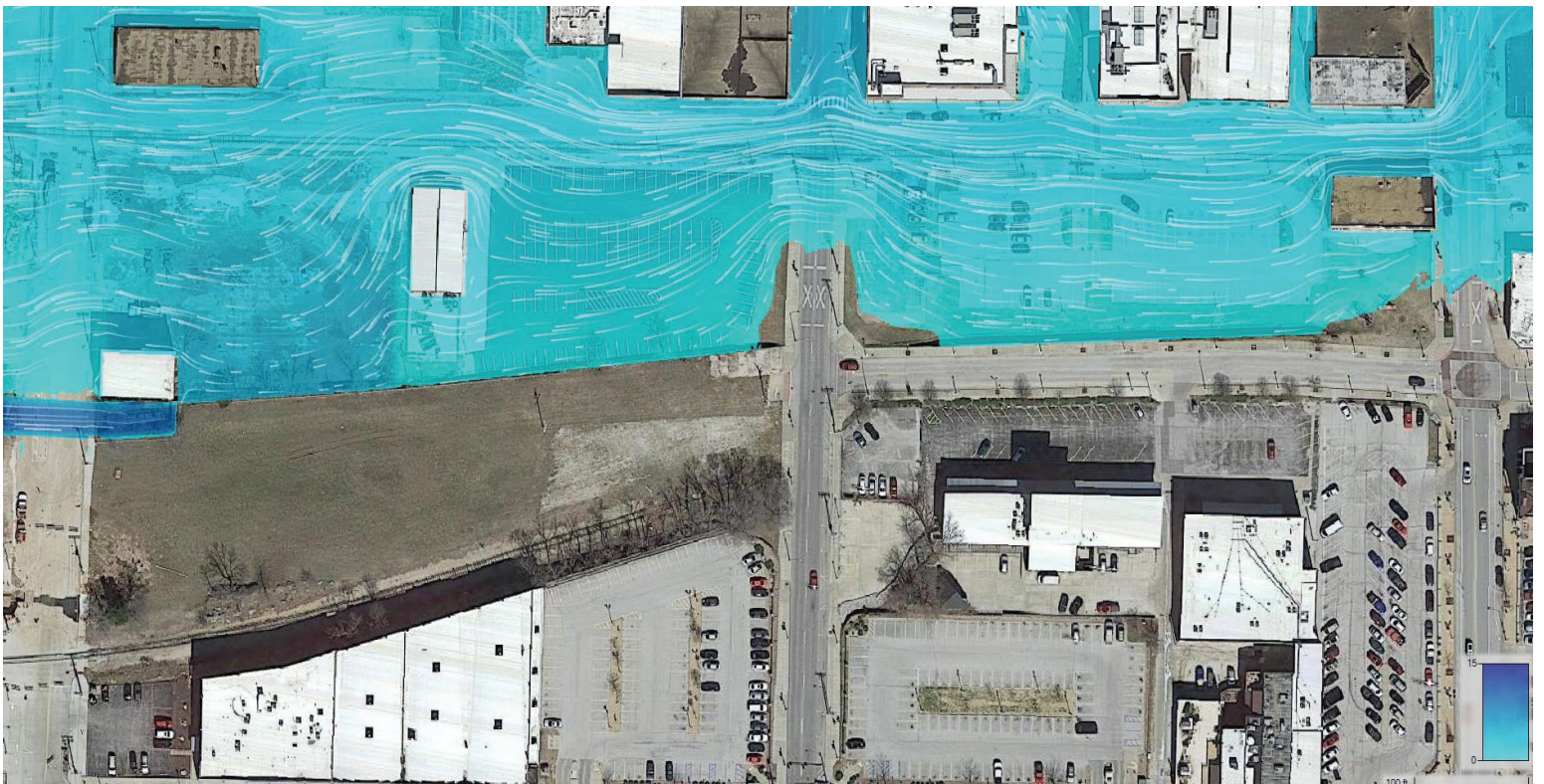


Figure 6. Existing conditions Renew Jordan Creek site 100 year event depth (ft) map.

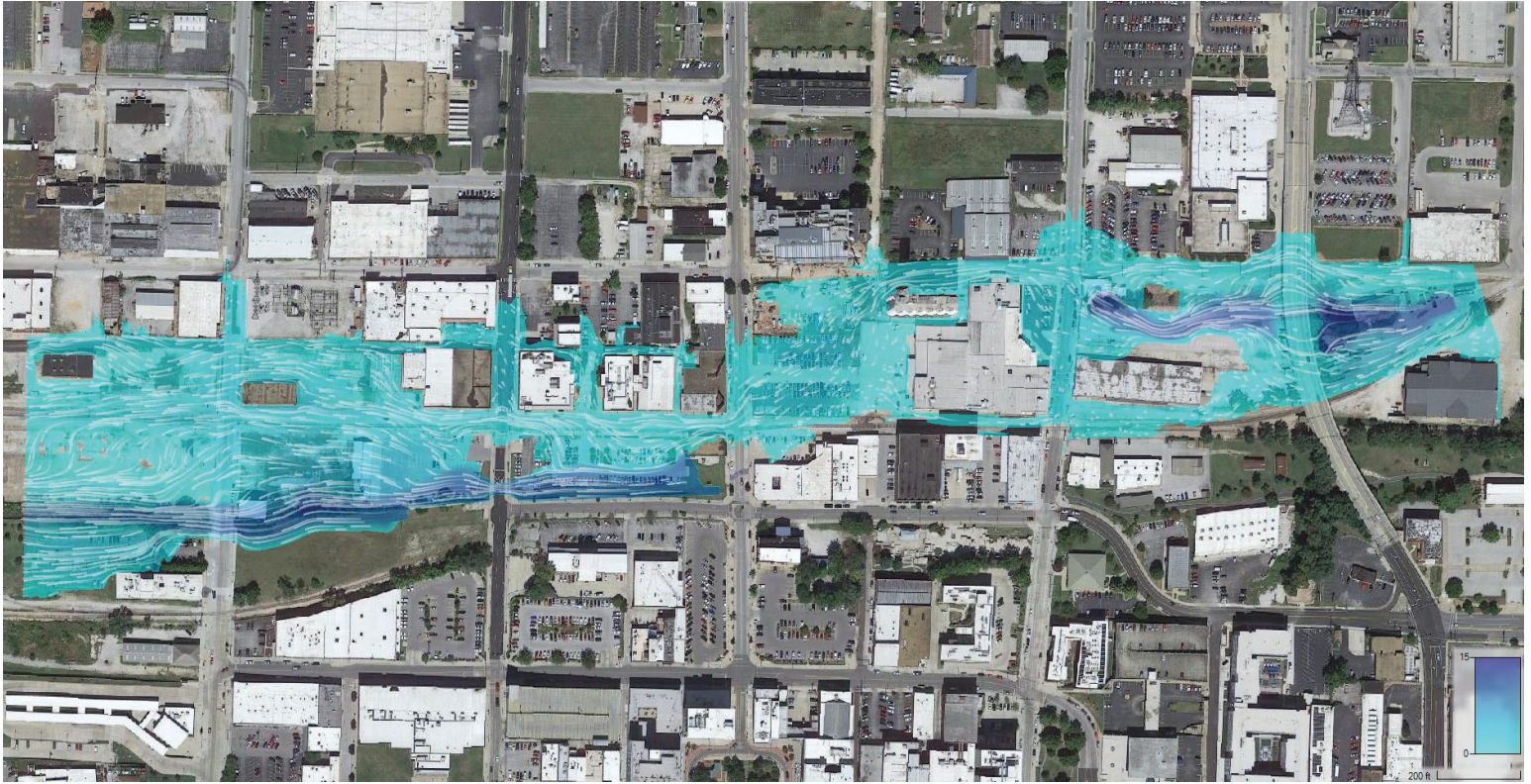


Figure 7. Proposed conditions full extent 100 year event depth (ft) map.

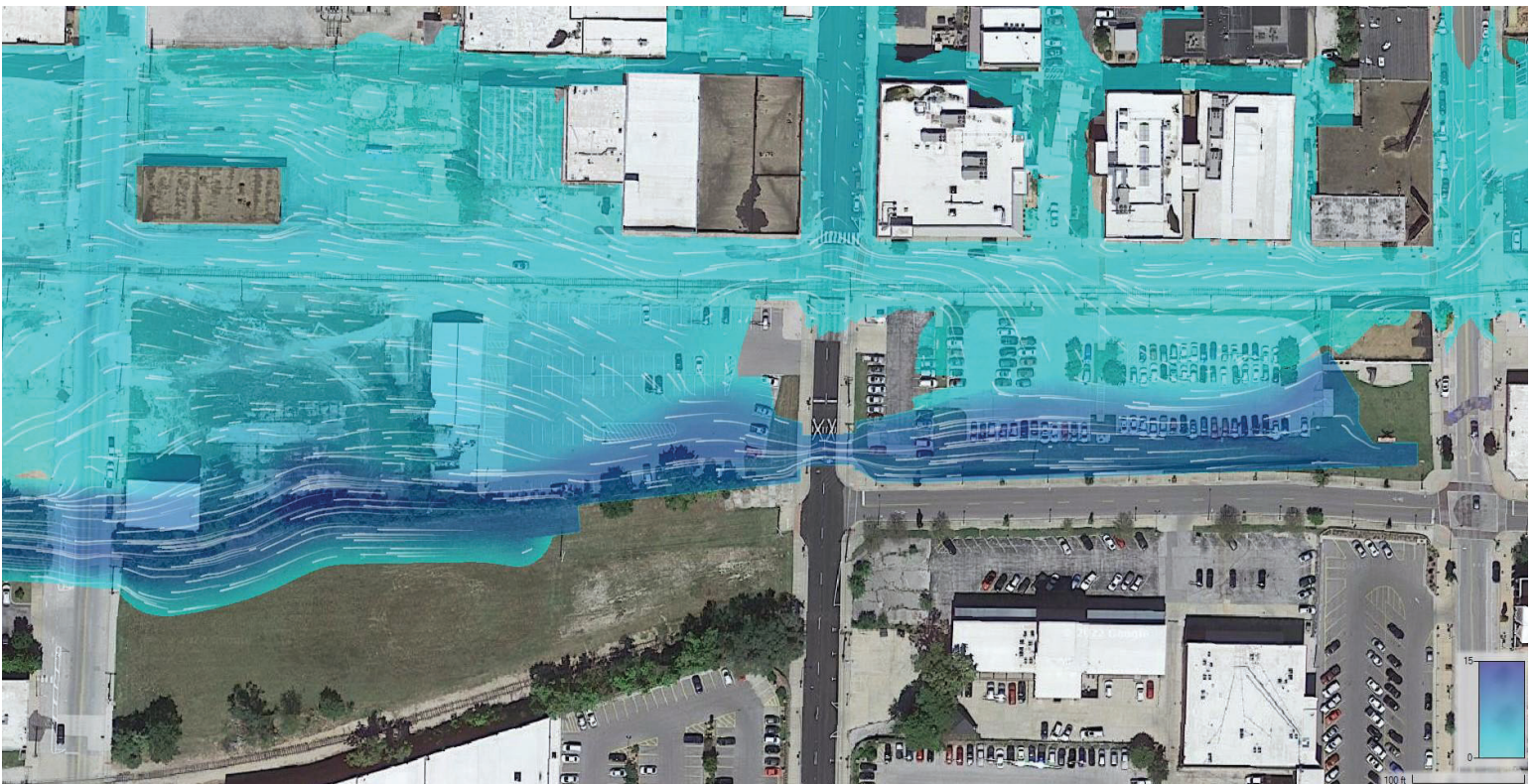


Figure 8. Proposed conditions Renew Jordan Creek site 100 year event depth (ft) map.

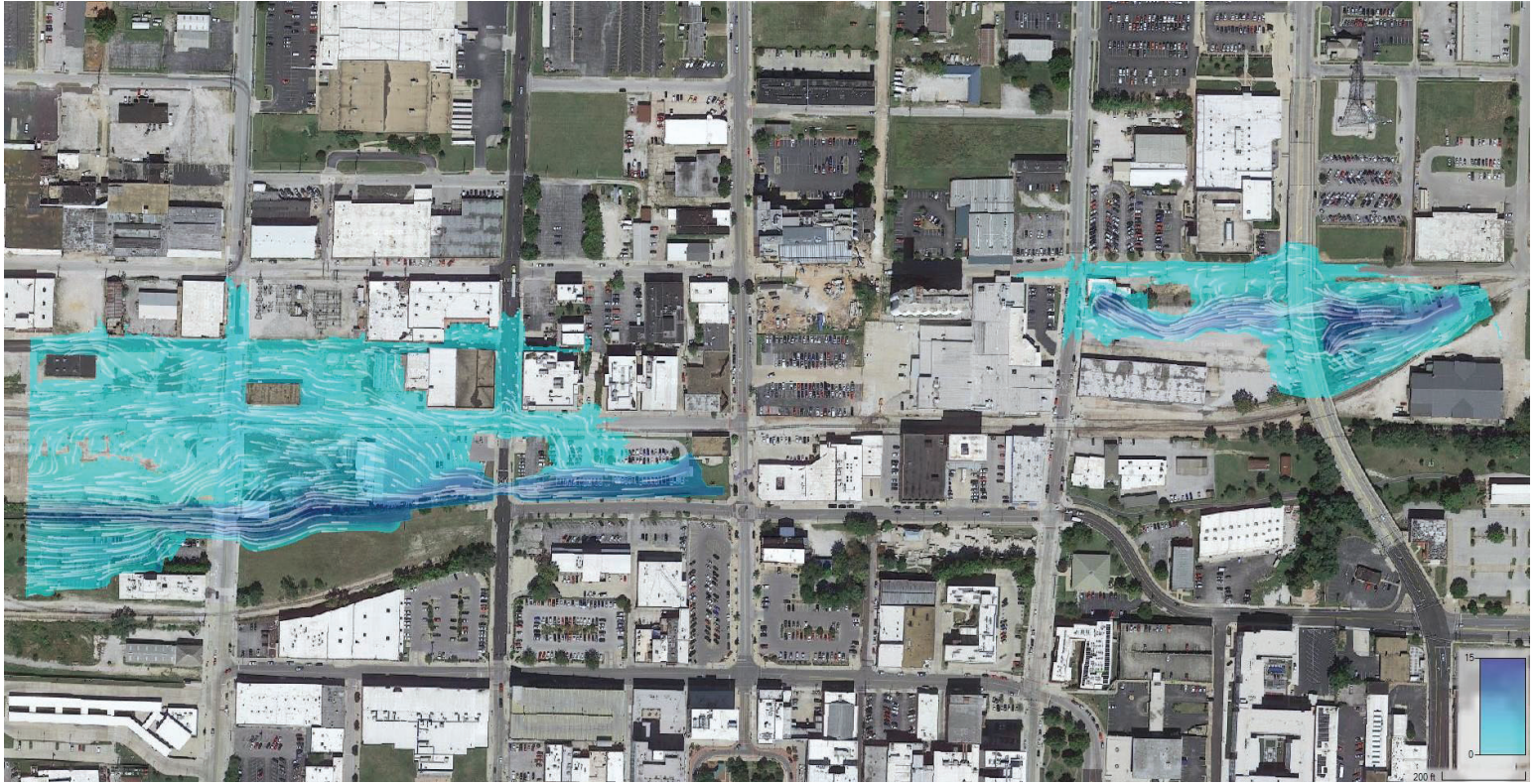


Figure 9. Proposed conditions full extent 50 year event depth (ft) map.

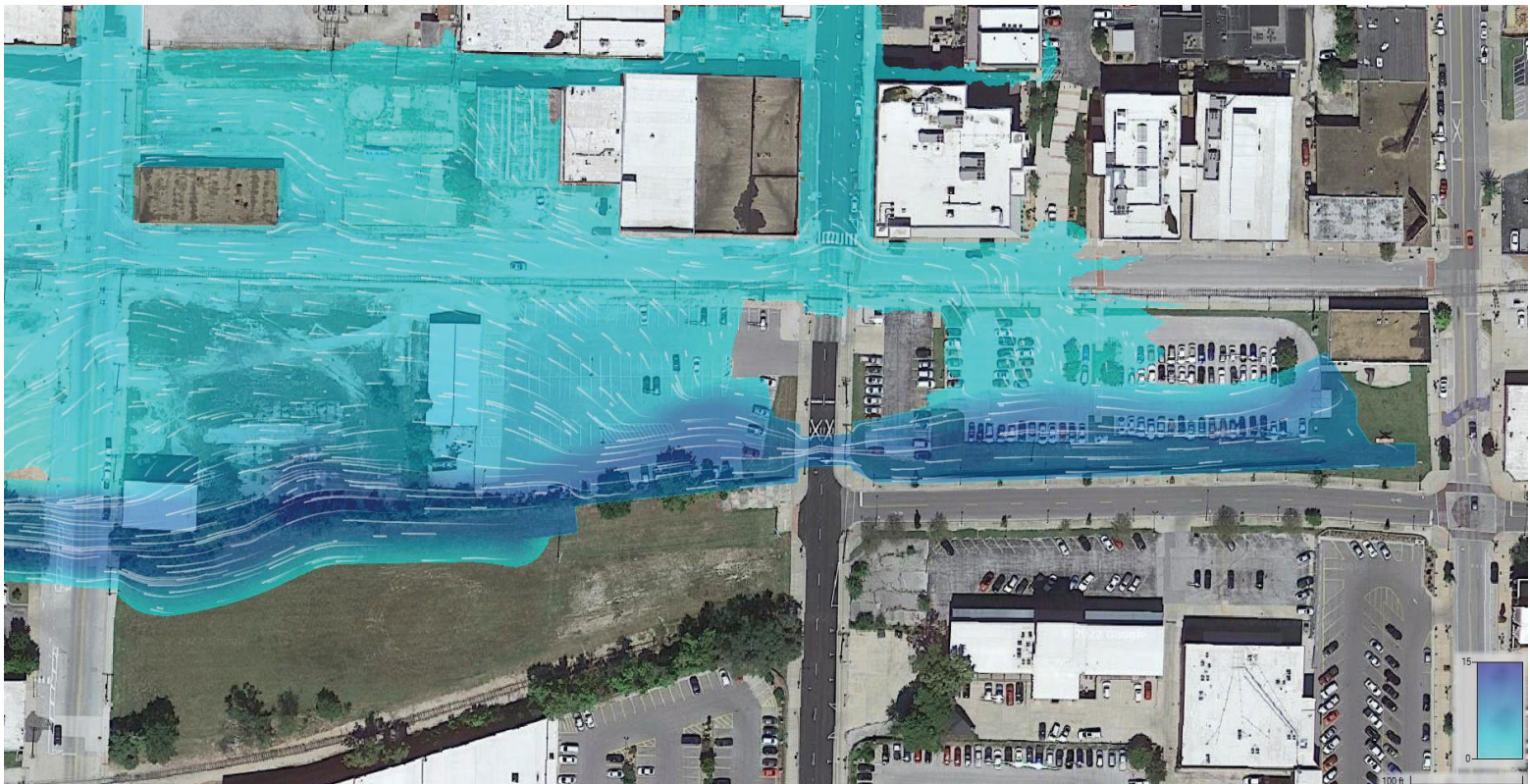


Figure 10. Proposed conditions Renew Jordan Creek site 50 year event depth (ft) map.



Figure 11. Proposed conditions full extent 25 year event depth (ft) map.

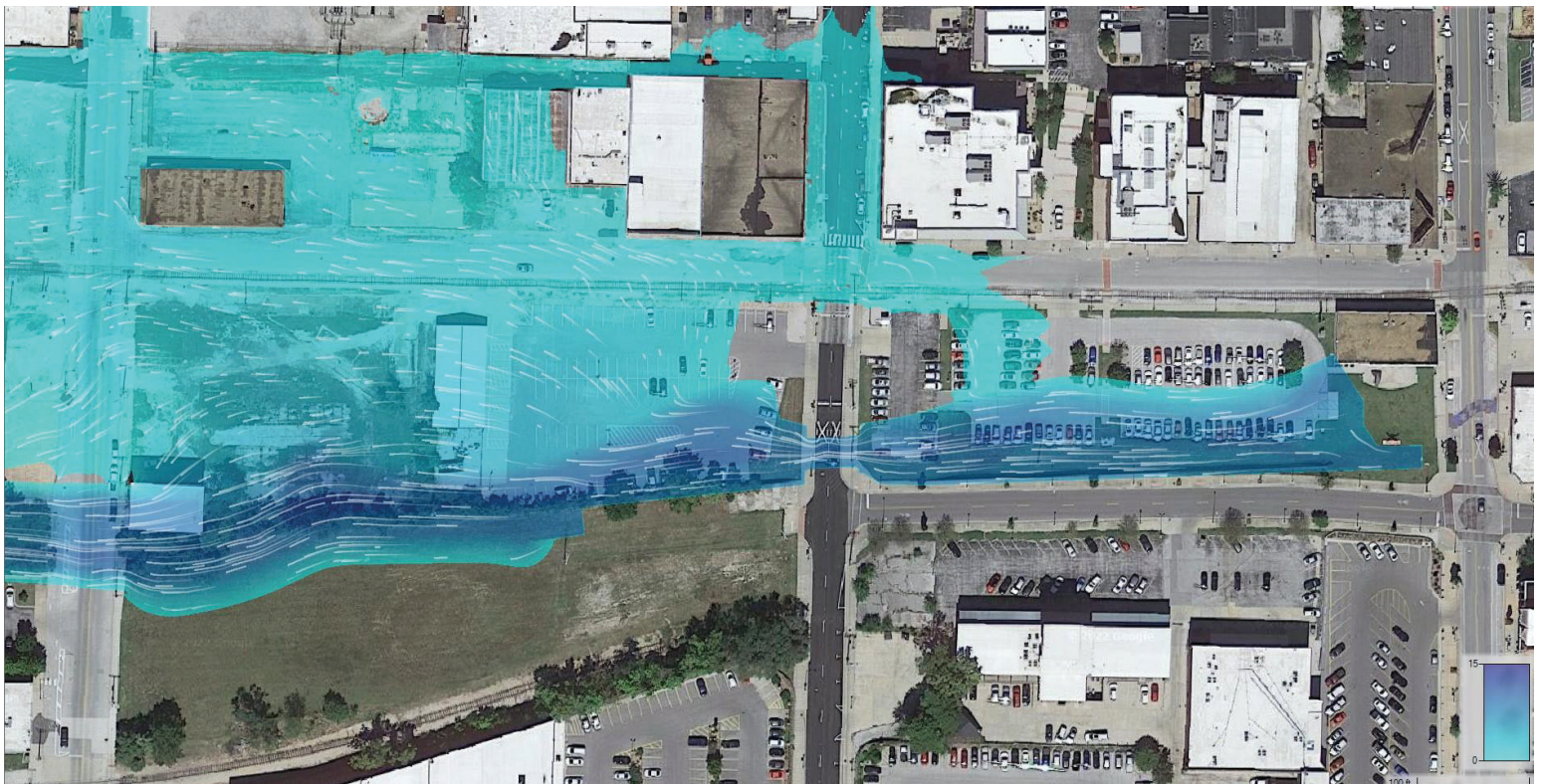


Figure 12. Proposed conditions Renew Jordan Creek site 25 year event depth (ft) map.



Figure 13. Proposed conditions full extent 10 year event depth (ft) map.

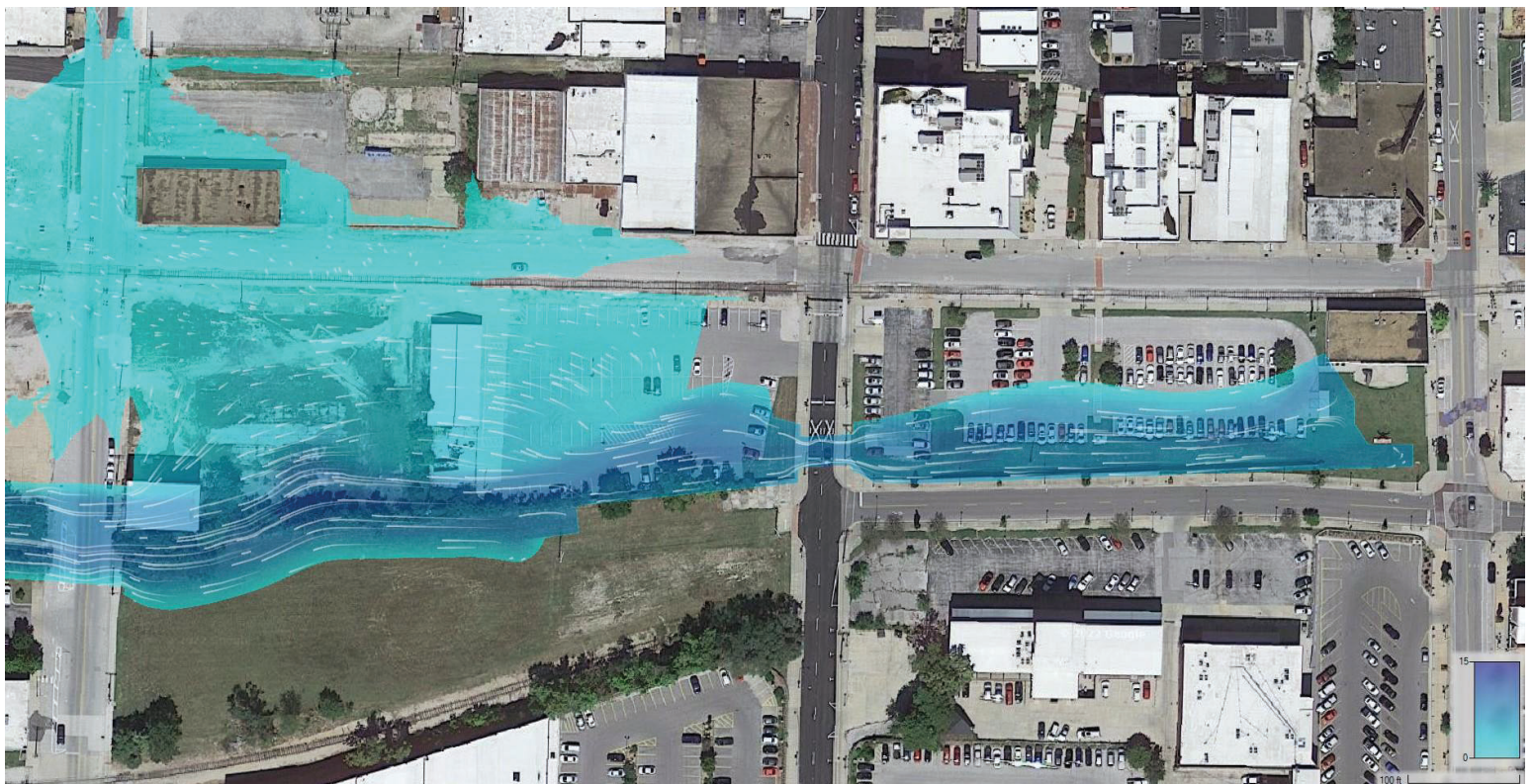


Figure 14. Proposed conditions Renew Jordan Creek site 10 year event depth (ft) map.

2D HEC-RAS Model Results - Velocity Maps

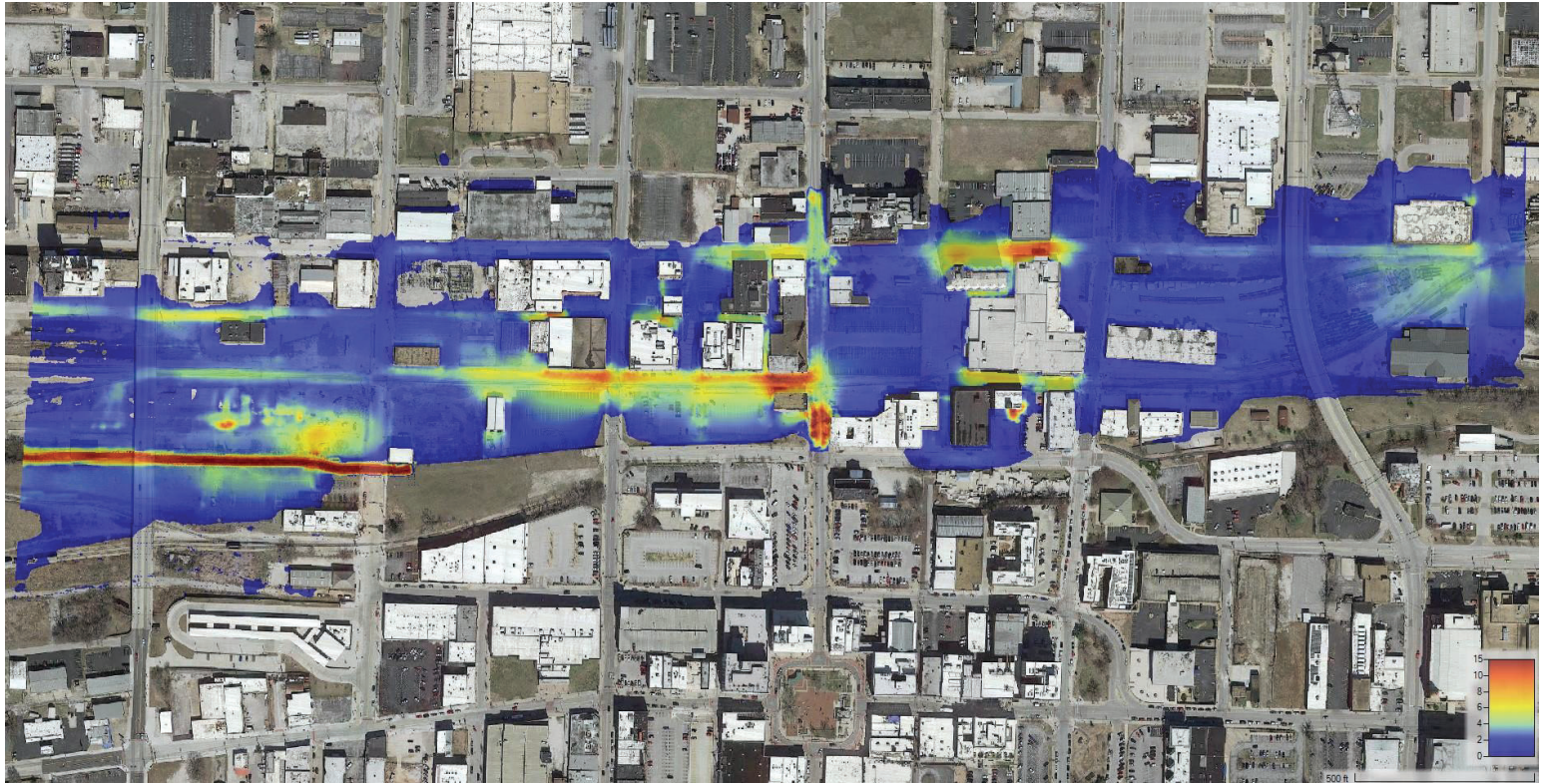


Figure 17. Existing conditions full extent 100 year event velocity (ft/s) map.

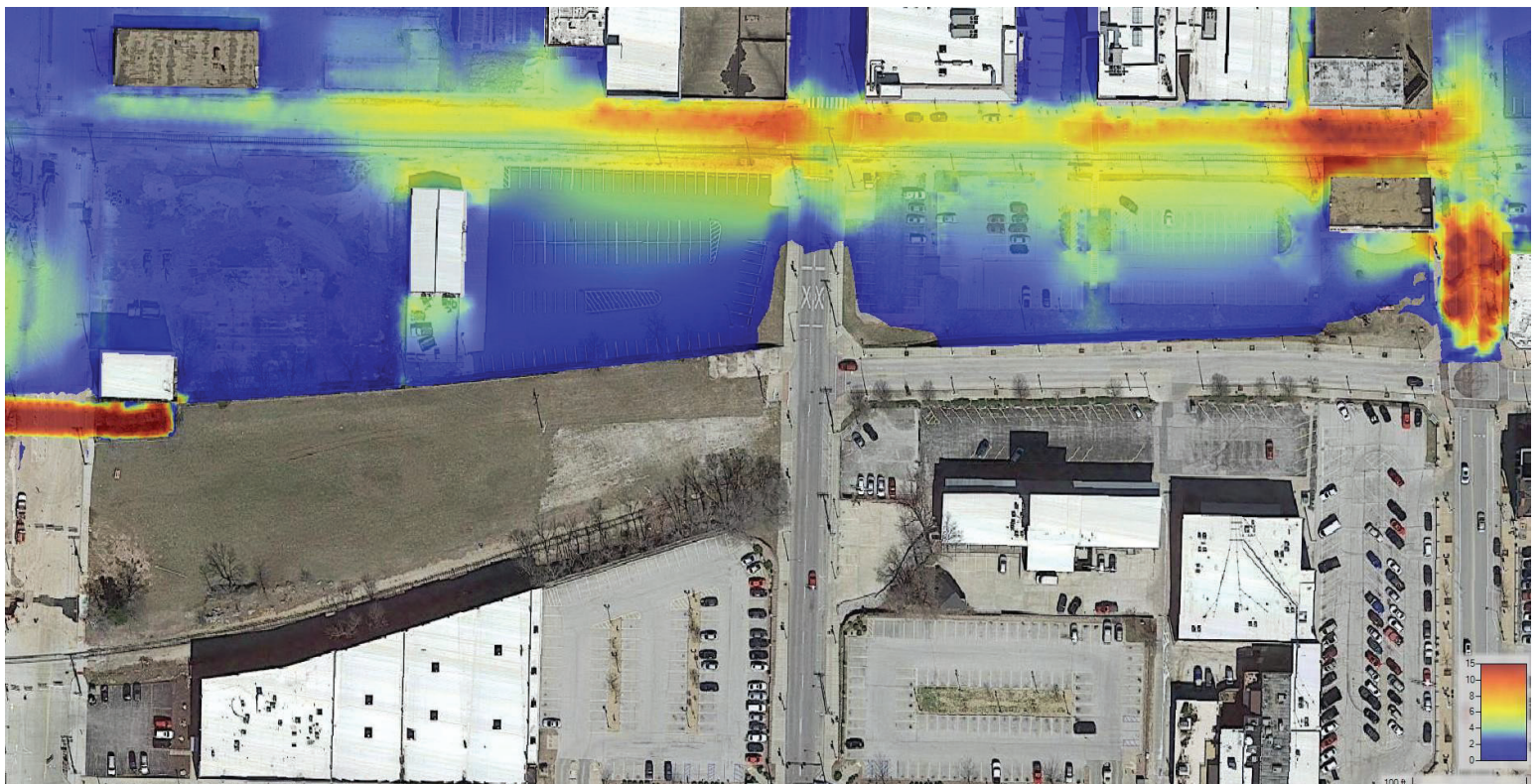


Figure 18. Existing conditions Renew Jordan Creek site 100 year event velocity (ft/s) map.

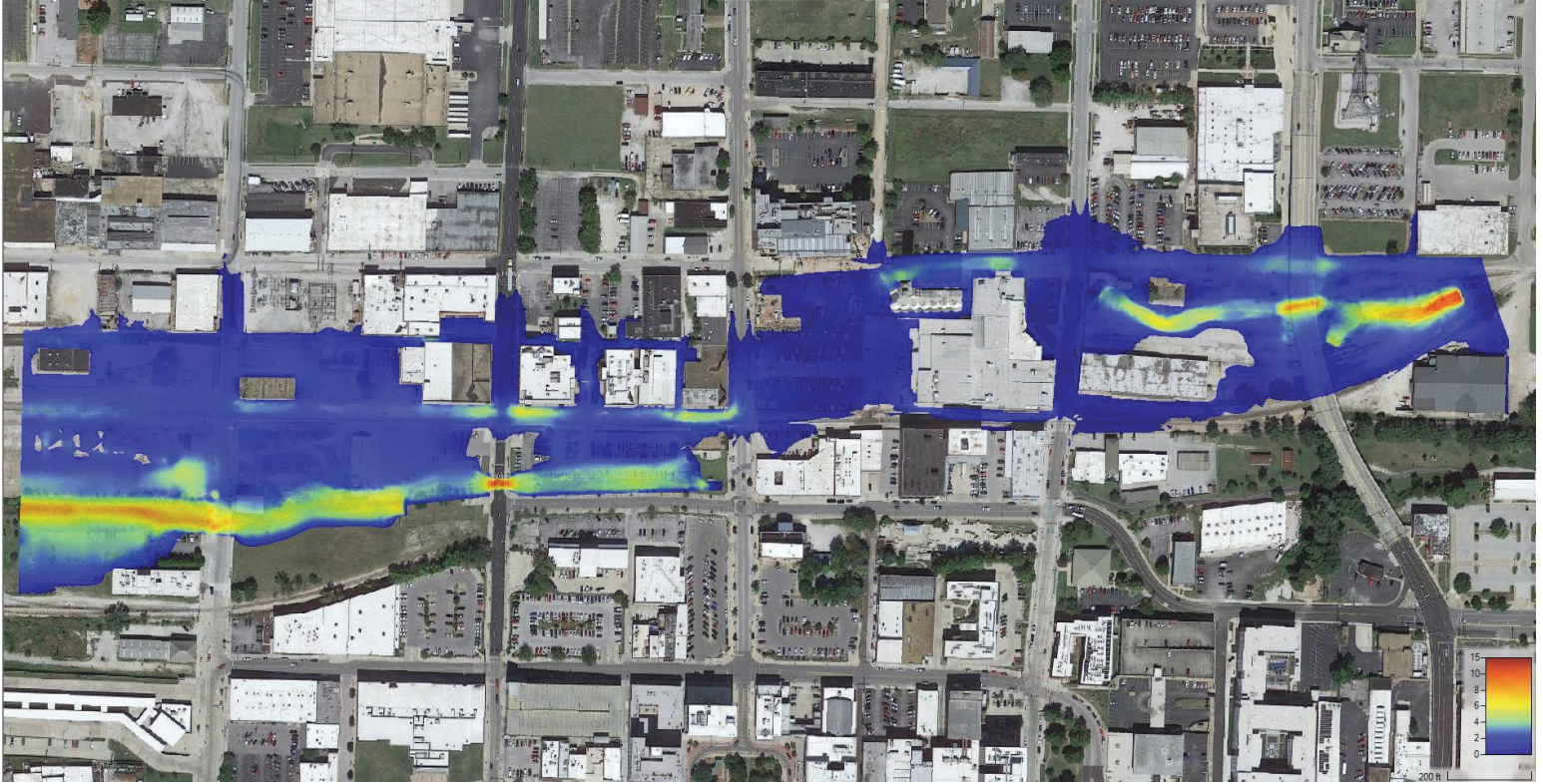


Figure 19. Proposed conditions full extent 100 year event velocity (ft/s) map.

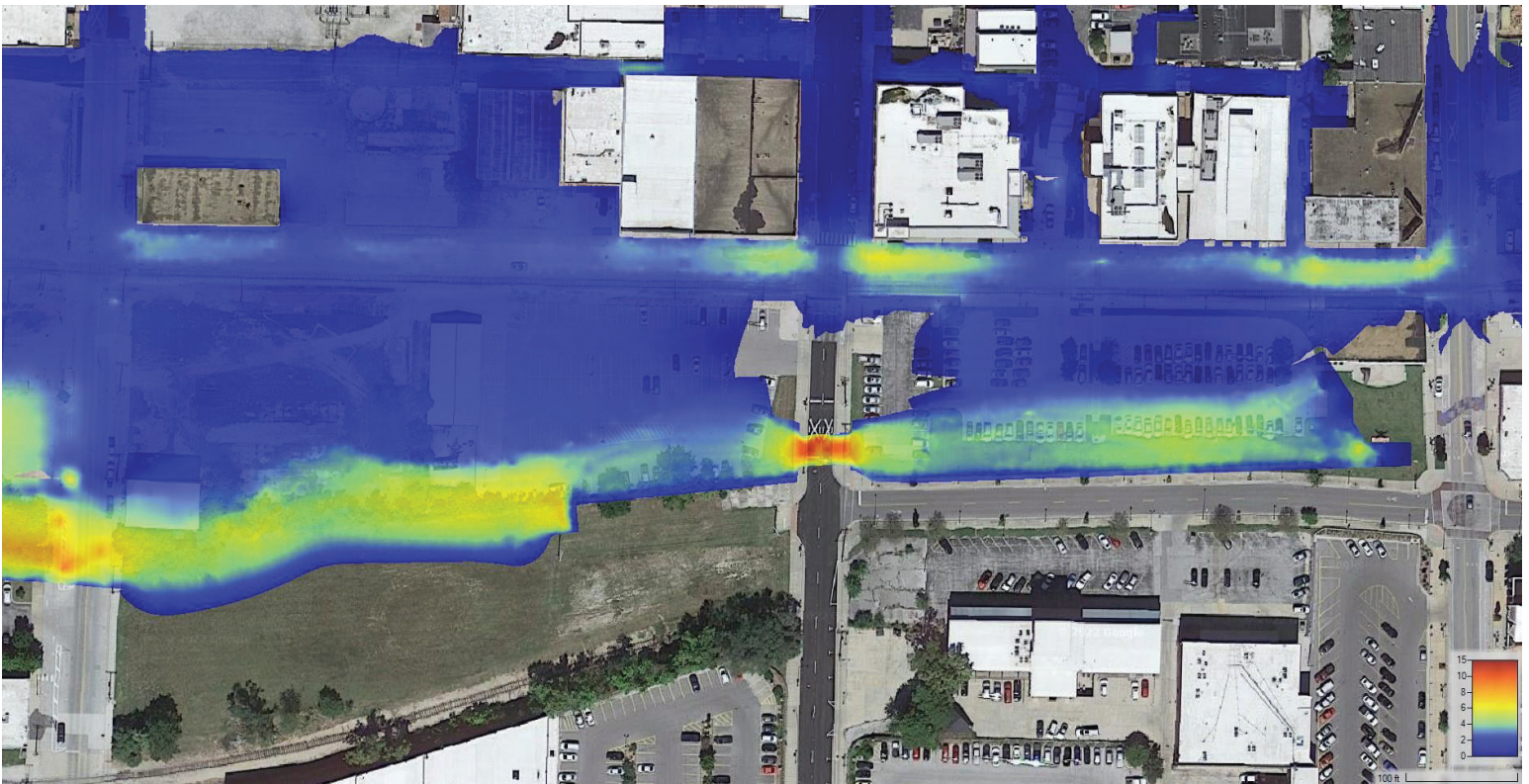


Figure 20. Proposed conditions Renew Jordan Creek site 100 year event velocity (ft/s) map.

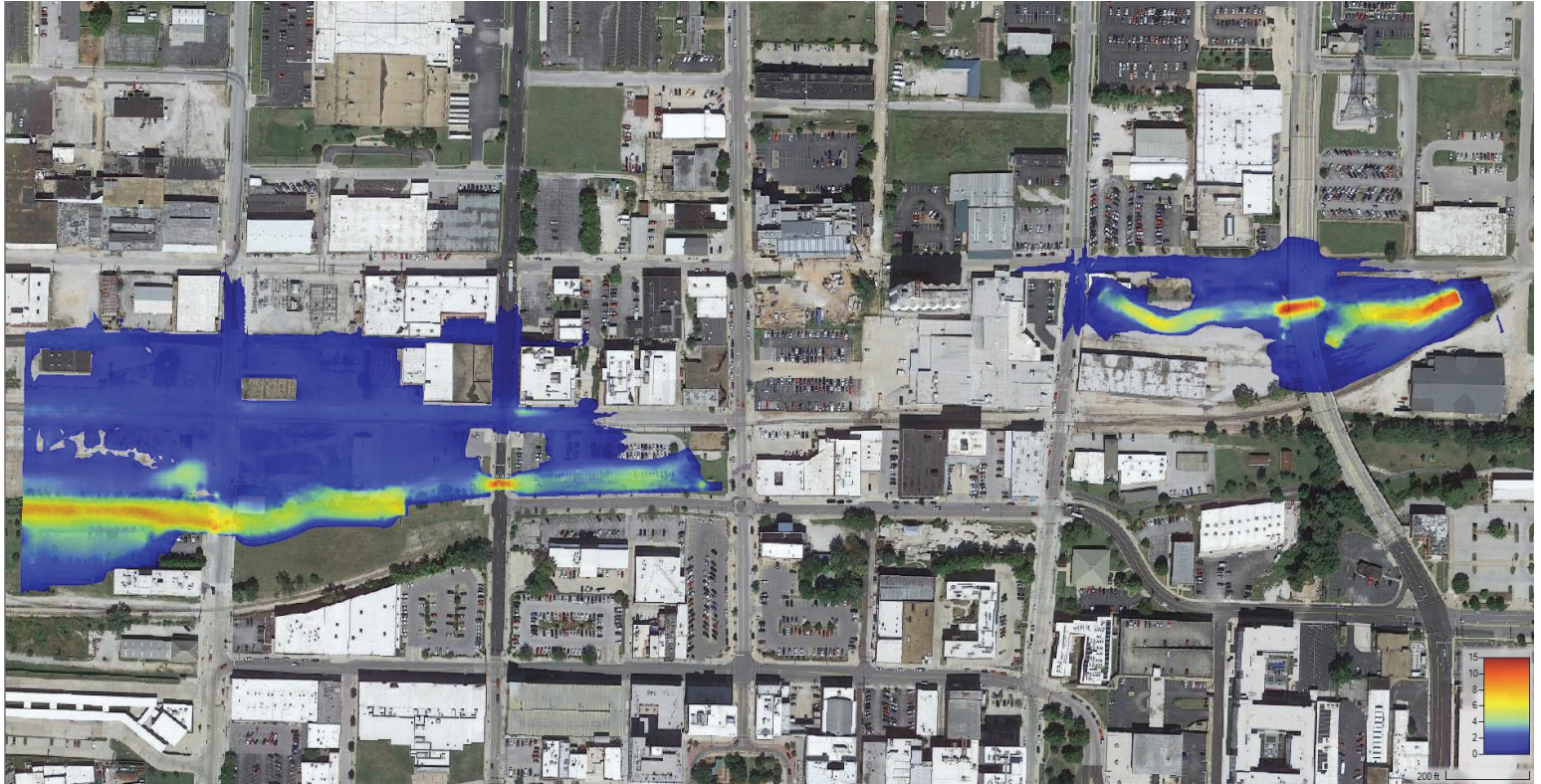


Figure 21. Proposed conditions full extent 50 year event velocity (ft/s) map.

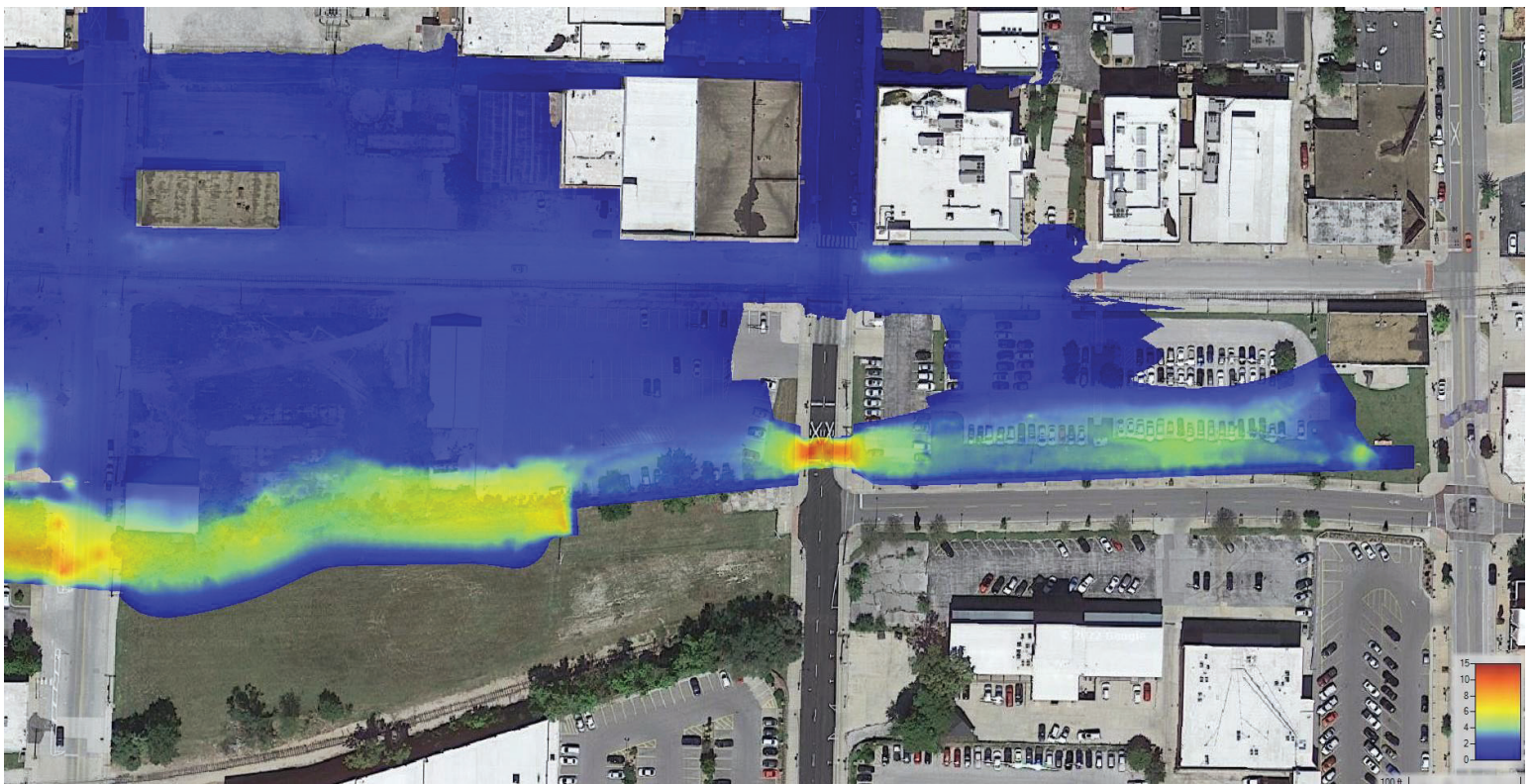


Figure 22. Proposed conditions Renew Jordan Creek site 50 year event velocity (ft/s) map.

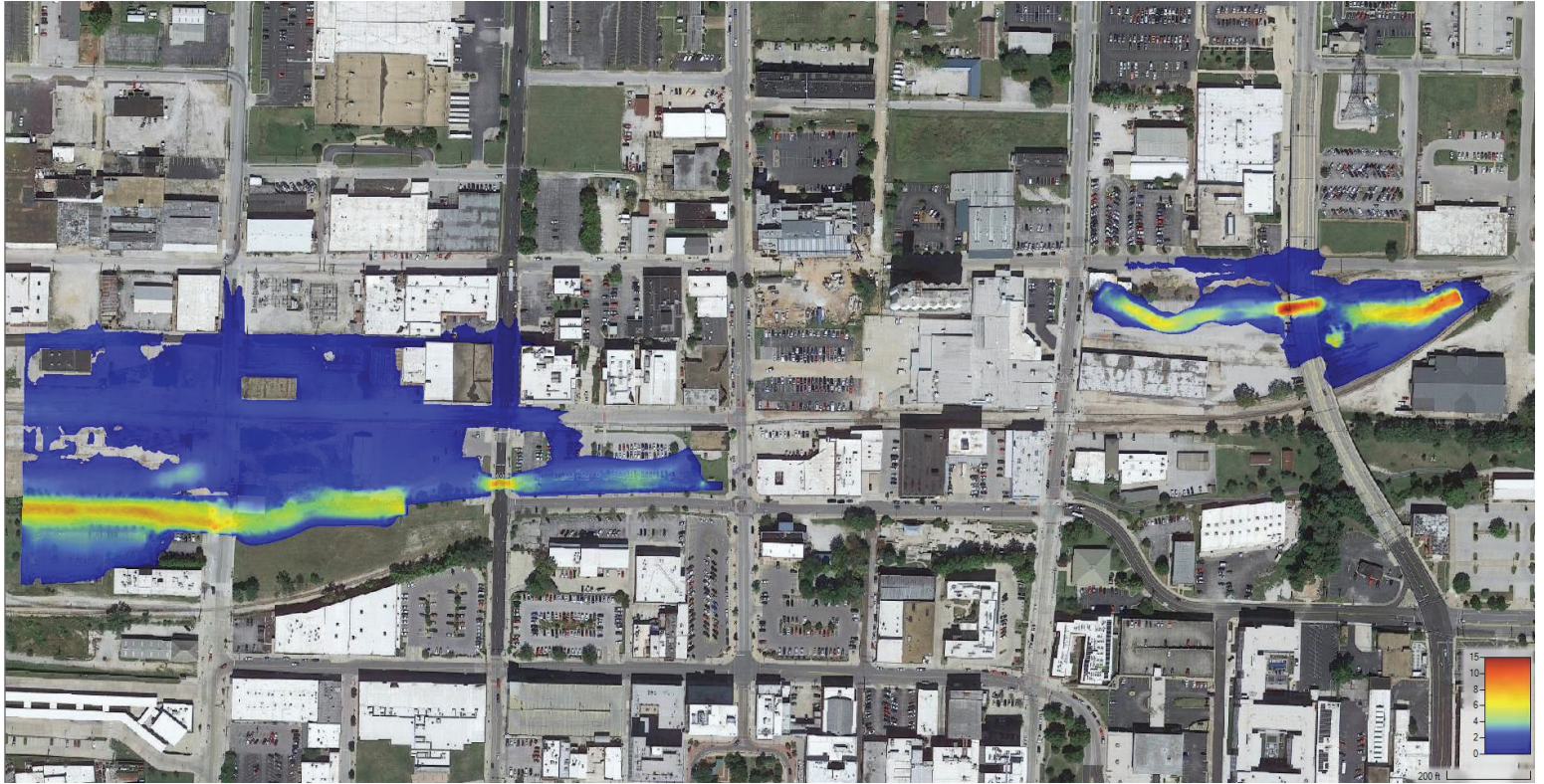


Figure 23. Proposed conditions full extent 25 year event velocity (ft/s) map.

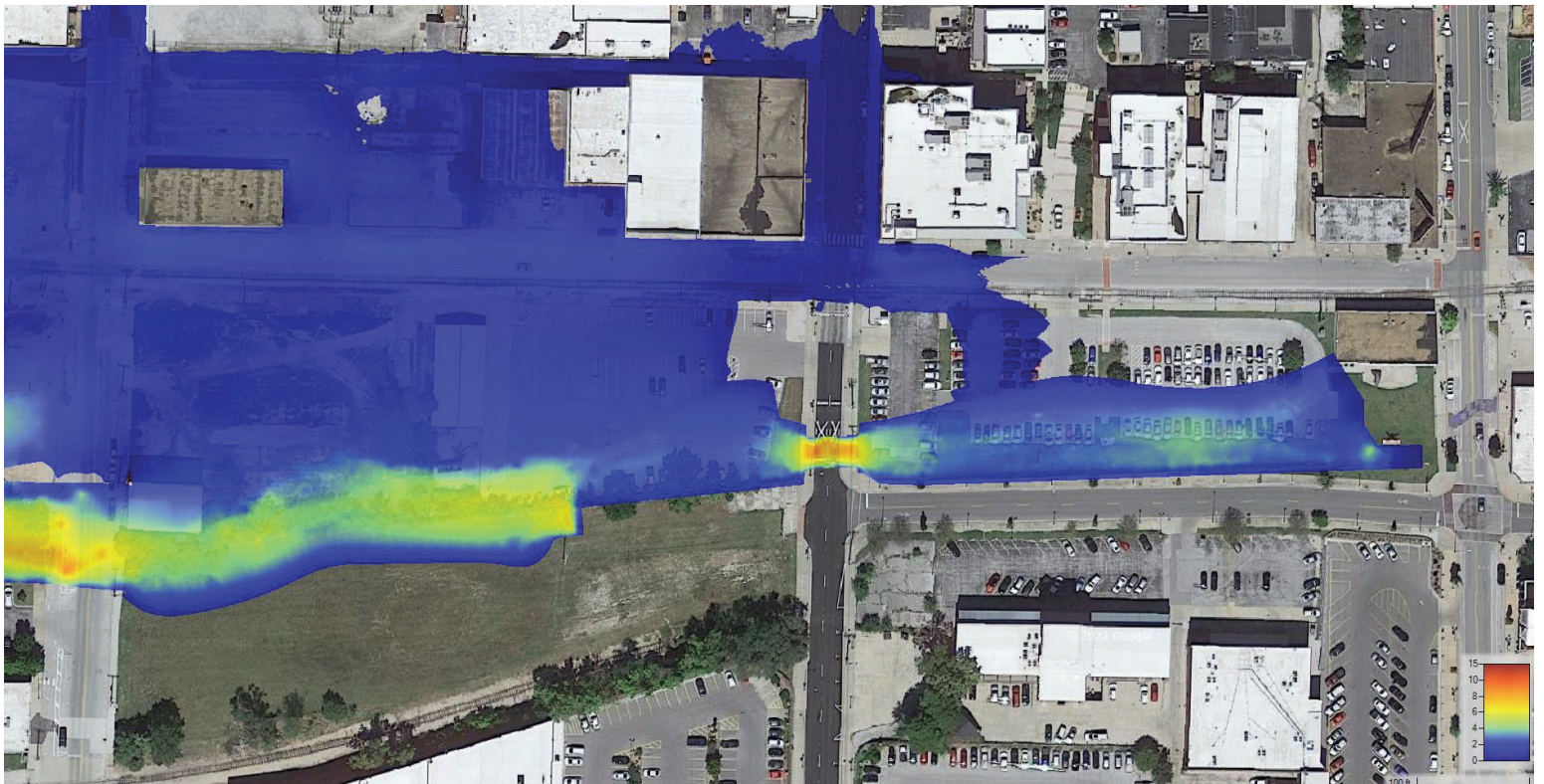


Figure 24. Proposed conditions Renew Jordan Creek site 25 year event velocity (ft/s) map.

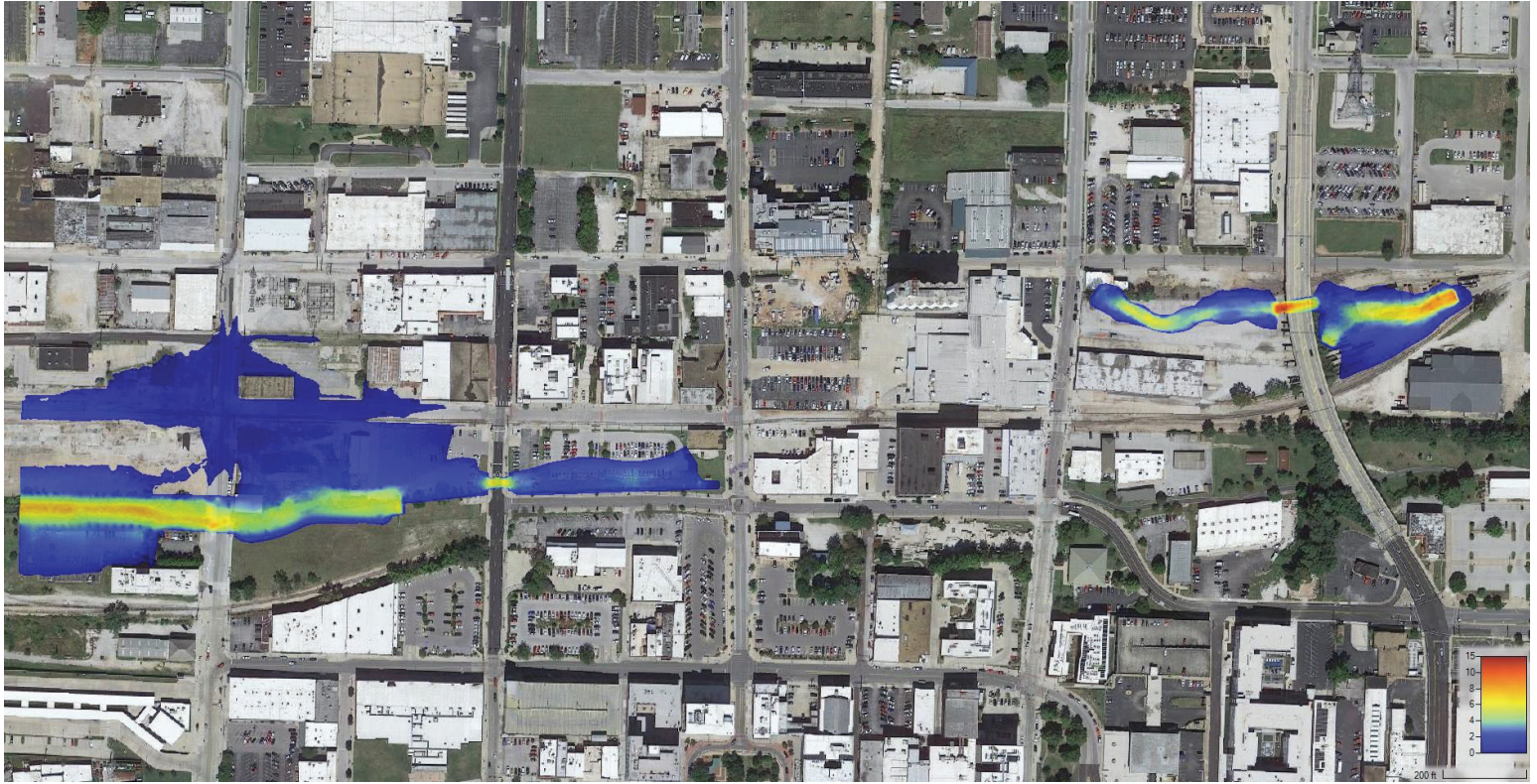


Figure 25. Proposed conditions full extent 10 year event velocity (ft/s) map.

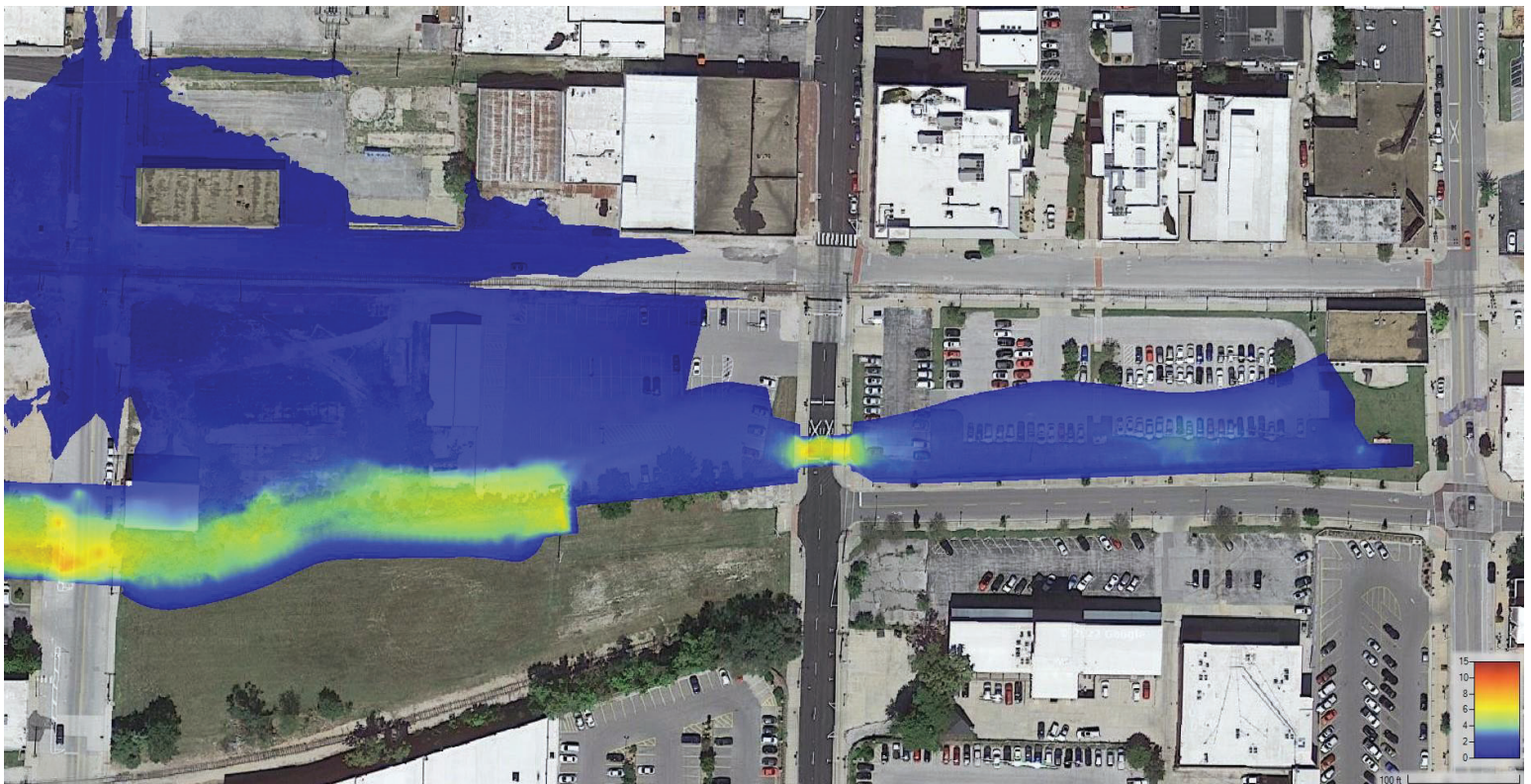


Figure 26. Proposed conditions Renew Jordan Creek site 10 year event velocity (ft/s) map.

2D HEC-RAS Model Results - Water Surface Elevation Maps

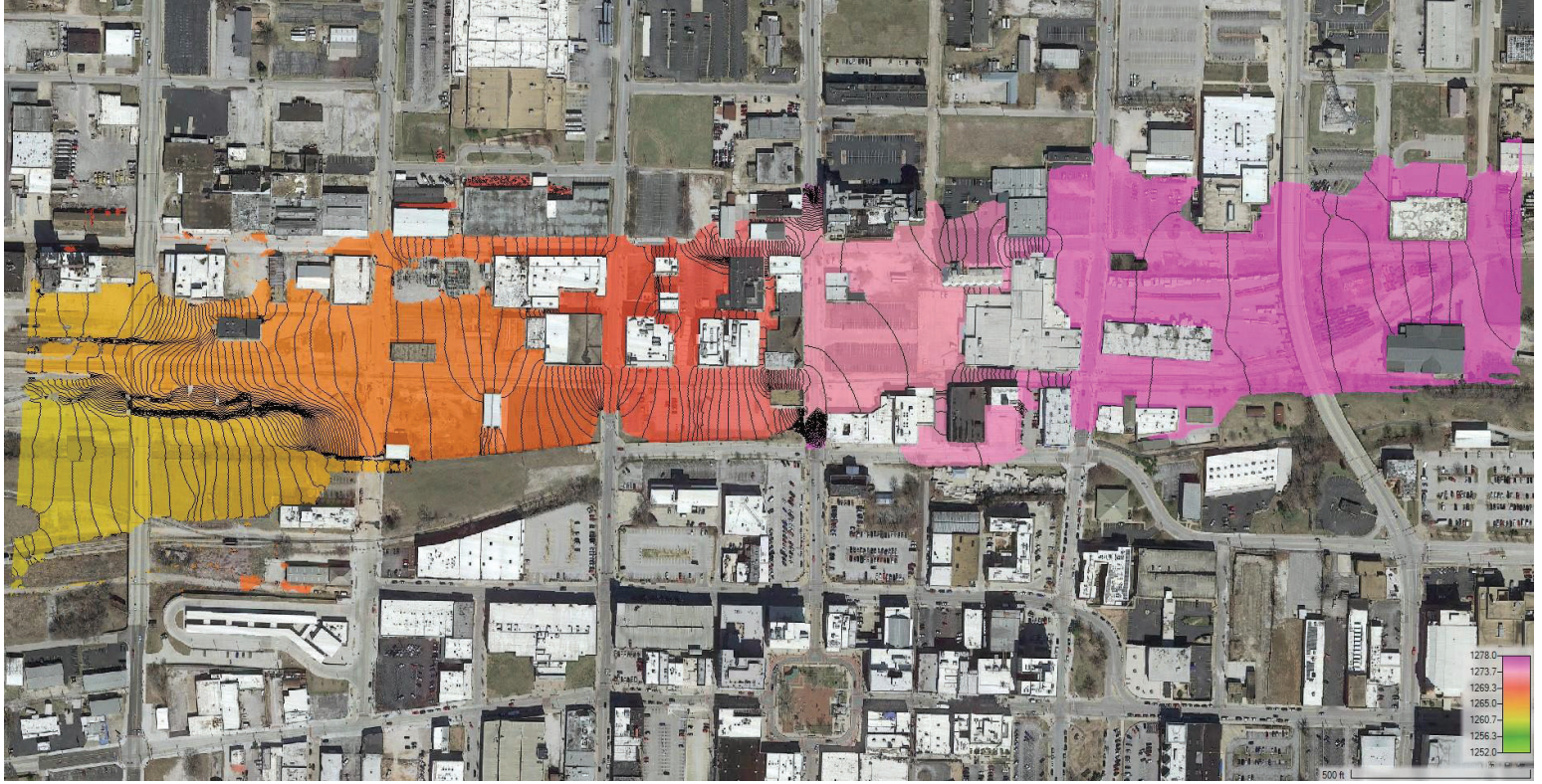


Figure 29. Existing conditions full extent 100 year event water surface elevation (ft) map.

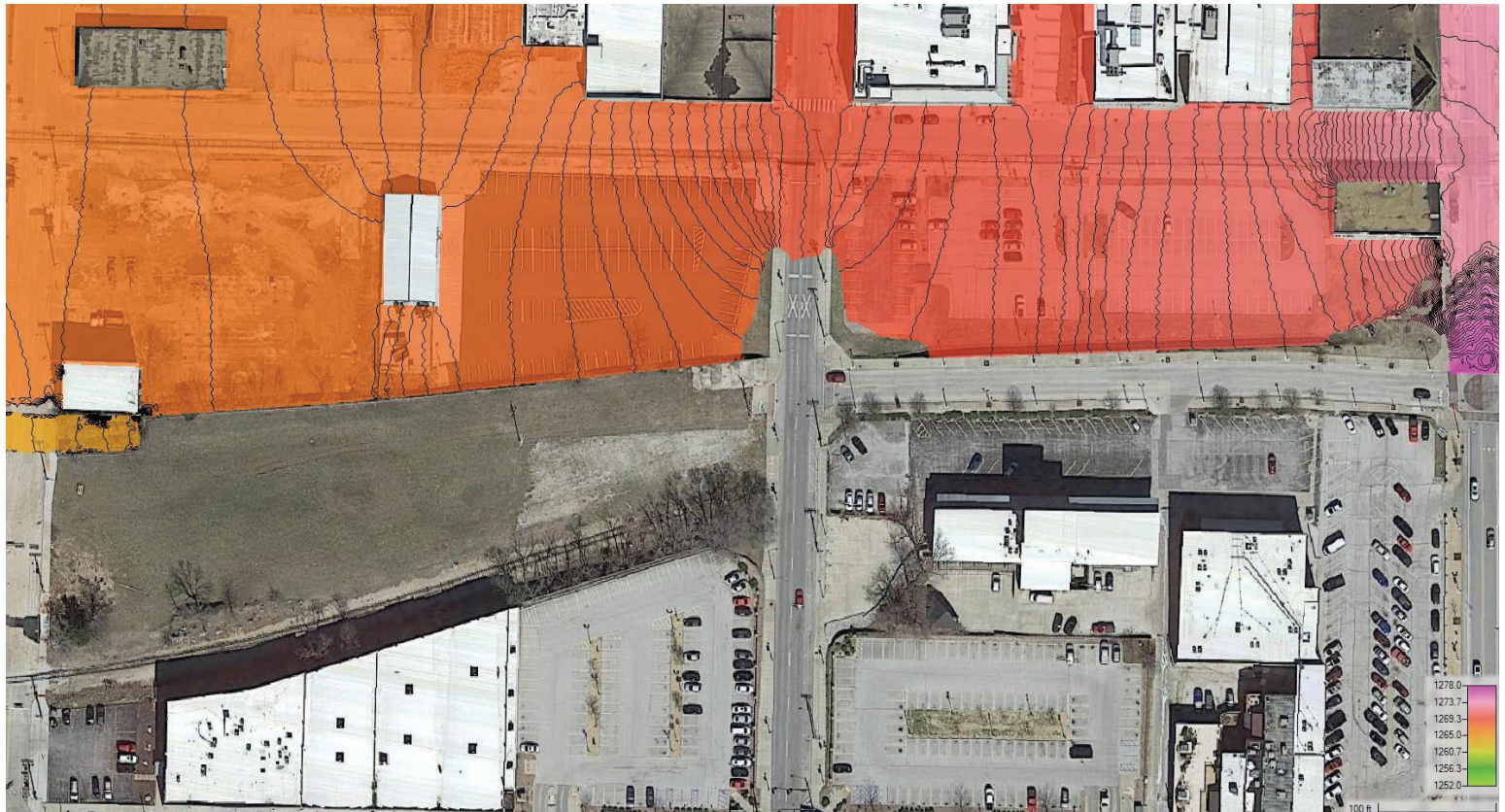


Figure 30. Existing conditions Renew Jordan Creek site 100 year event water surface elevation (ft) map.



Figure 31. Proposed conditions full extent 100 year event water surface elevation (ft) map.



Figure 32. Proposed conditions Renew Jordan Creek site 100 year event water surface elevation (ft) map.



Figure 33. Proposed conditions full extent 50 year event water surface elevation (ft) map.

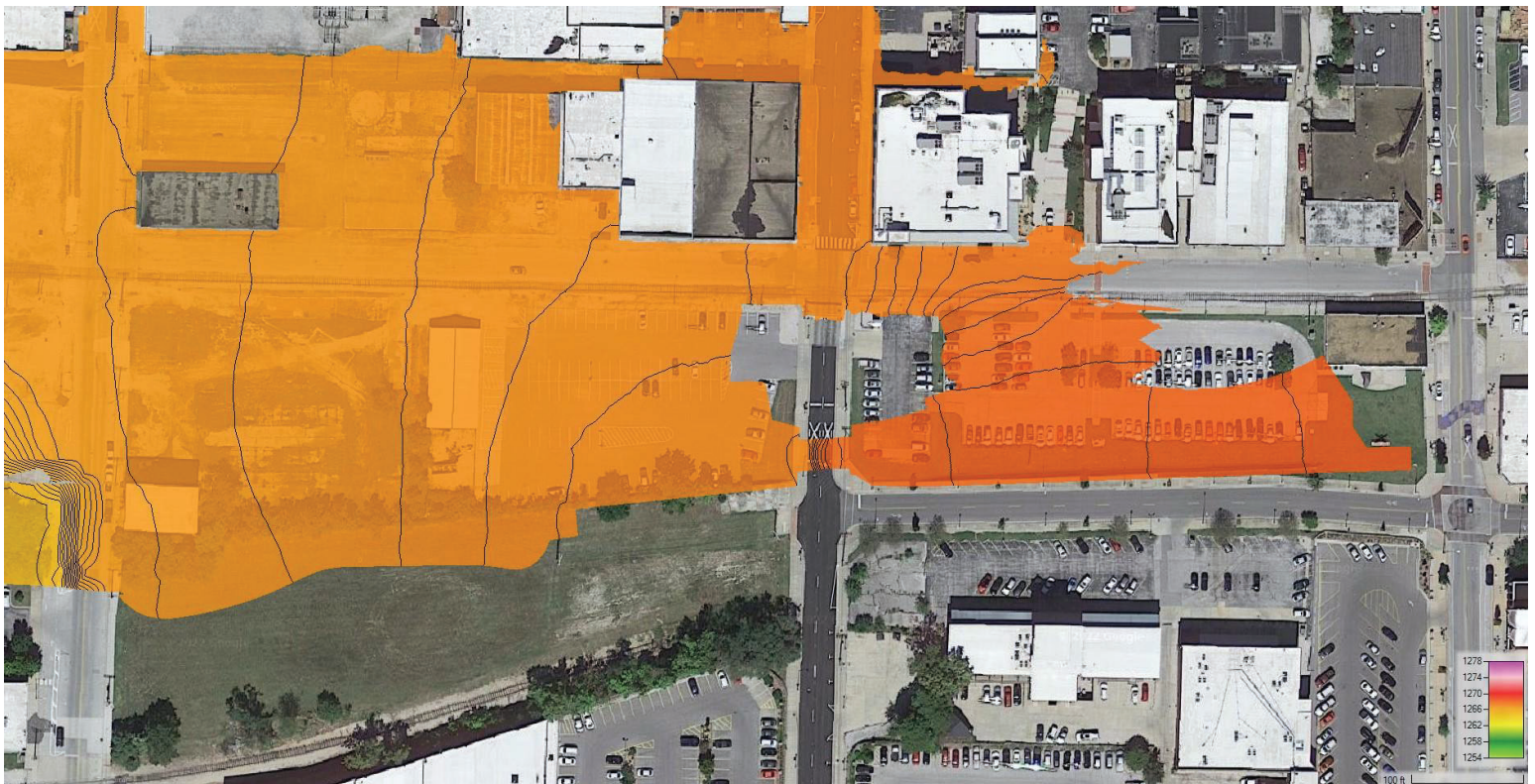


Figure 34. Proposed conditions Renew Jordan Creek site 50 year event water surface elevation (ft) map.



Figure 35. Proposed conditions full extent 25 year event water surface elevation (ft) map.



Figure 36. Proposed conditions Renew Jordan Creek site 25 year event water surface elevation (ft) map.

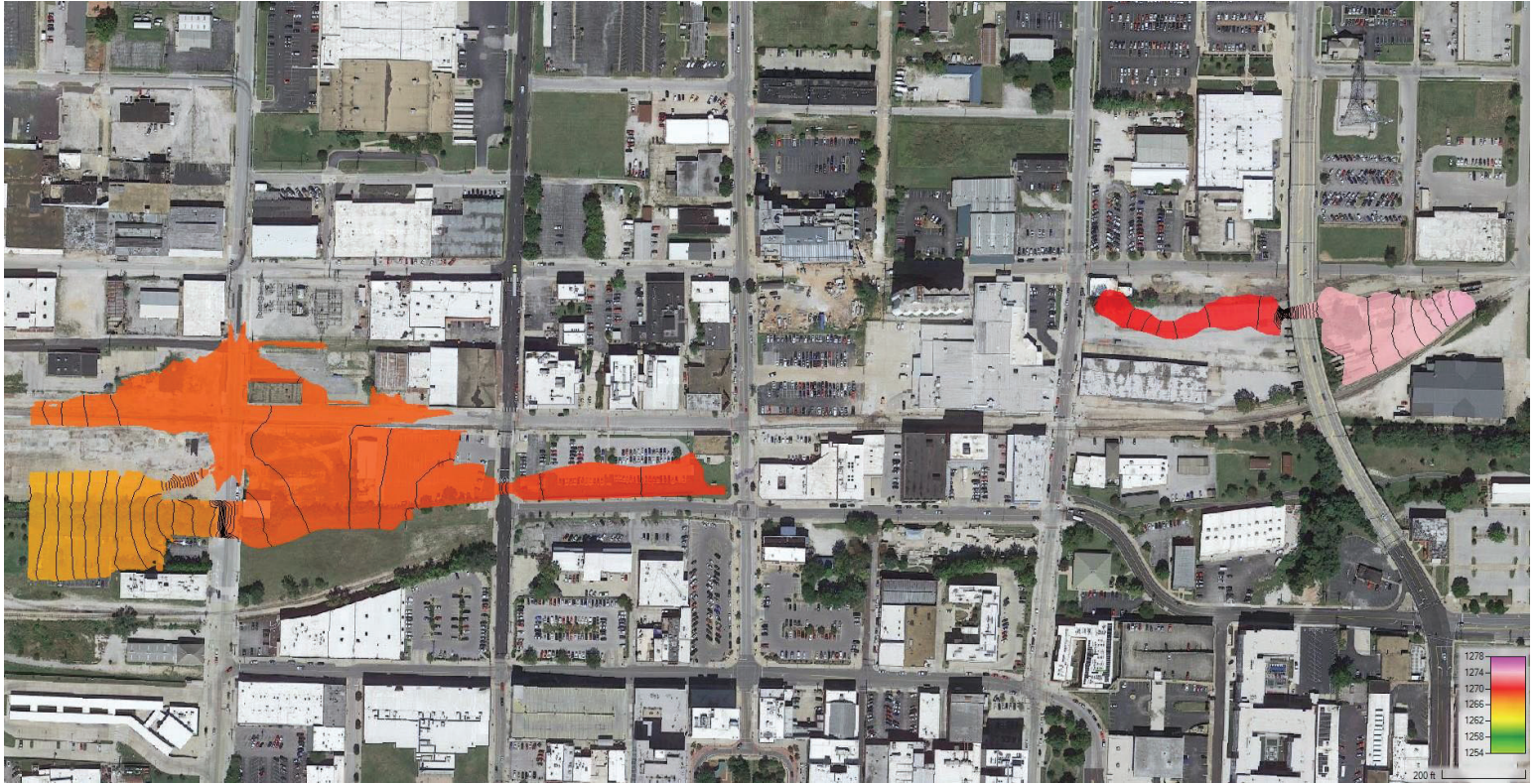


Figure 37. Proposed conditions full extent 10 year event water surface elevation (ft) map.

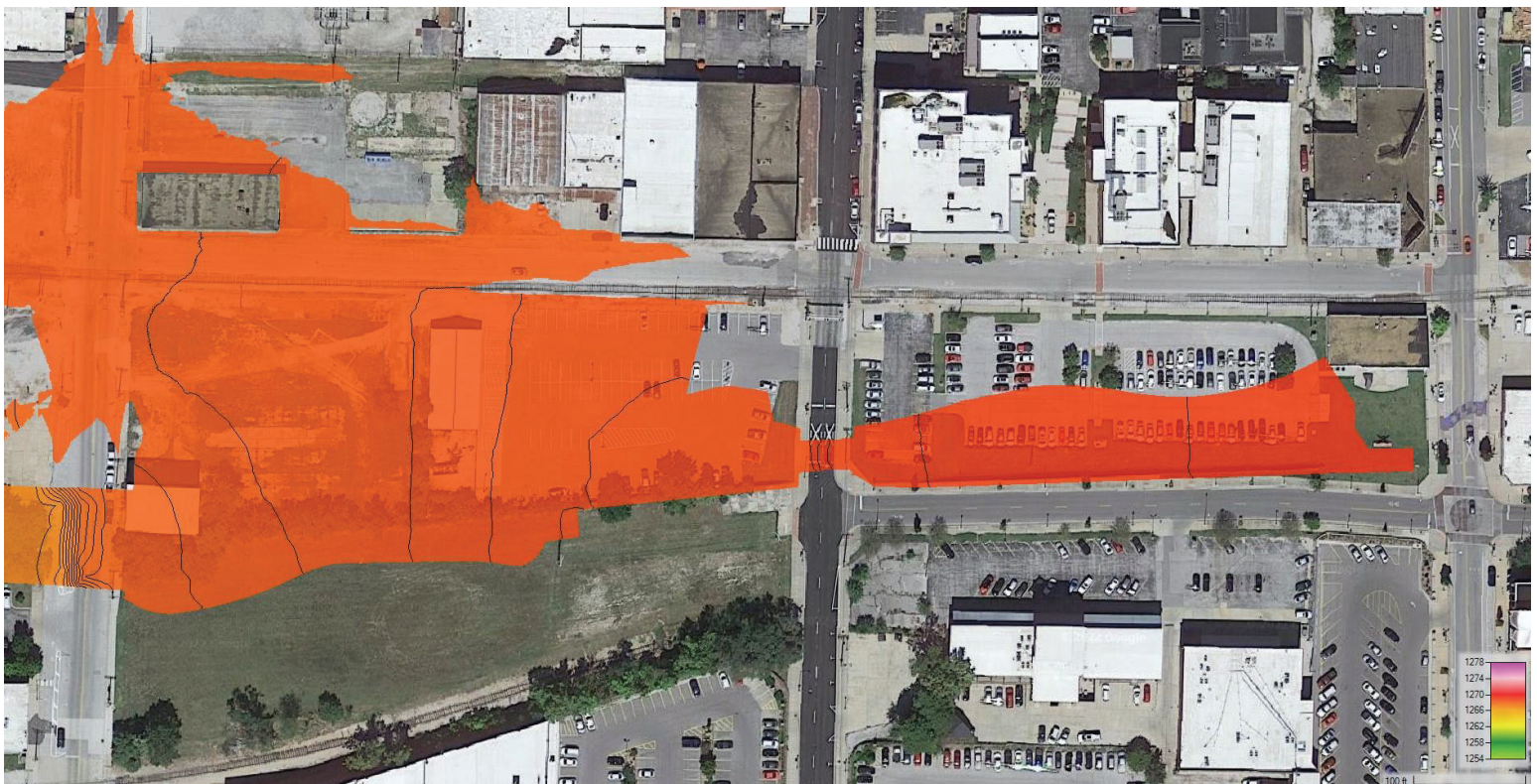


Figure 38. Proposed conditions Renew Jordan Creek site 10 year event water surface elevation (ft) map.

RENEW JORDAN CREEK – MAIN TO BOONVILLE

Springfield, MO 2021

October 2021

Updated: July 2022

Olsson Project No. 020-29780

FINANCIAL REPORT & EPA Section 319 Grant Agreement

A full copy of the 2021 Comprehensive Financial Report can be found at:

<https://www.springfieldmo.gov/DocumentCenter/View/56546/FY-21-Annual-Comprehensive-Financial-Report>

necessary to accept and carry out the intent of the grant, including entering into an agreement with the Missouri Department of Natural Resources which will include the 'Terms of Agreement' Original Award (attached hereto as "Exhibit A"), provided the form of any such contract is approved by the City Attorney or designee.

Section 2 – The budget of the Department of Public Works, for Fiscal Year 2020-2021, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 052 in the Amount of \$300,000, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

Section 5 – City Council hereby finds and declares this Ordinance relates to the acceptance of grant funds from a state or federal agency and may be passed as a one-reading ordinance pursuant to Section 2.16 (25) of the City Charter. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: John Millington, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-029

FILED: 01-19-21

ORIGINATING DEPARTMENTS: Environmental Services and Public Works

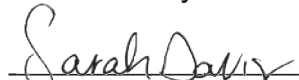
PURPOSE: Authorizing the City Manager, or his designee, to accept federal pass-through grant funds in the amount of \$300,000 from the Missouri Department of Natural Resources ("MDNR") through the Section 319 Nonpoint Source Pollution Grant Program for the Renew Jordan Creek – Main Avenue to Boonville Avenue project; entering into an agreement with MDNR ("Exhibit A"); and amending the budget of the Department of Public Works for Fiscal Year 2020-2021 in the amount of \$300,000 to appropriate the grant funds.

BACKGROUND INFORMATION: Resolution 10491 authorized the City to apply for this grant in January 2020. The Department of Public Works anticipates constructing "Renew Jordan Creek," a project to daylight portions of Jordan Creek from Main Avenue to Boonville Avenue. The proposed project will include a naturalized stream channel, landscaped riparian zone, and stormwater green infrastructure to reduce nonpoint source pollution, with the goal of improving aquatic habitat and water quality. The proposed project will also include public education and outreach, and monitoring water quality before and after construction to measure the benefits of the project.

This 319 Nonpoint Source Pollution Grant will be used to fund water quality enhancements, including components above and beyond the current project scope. The required 40% match will be provided by bond project funding that is already budgeted and will be repaid by the Level Property Tax.

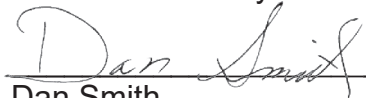
Remarks: Public Works and Environmental Services recommend approval of this Council bill and budget adjustment.

Submitted by:



Sarah Davis
Stormwater Specialist

Recommended by:

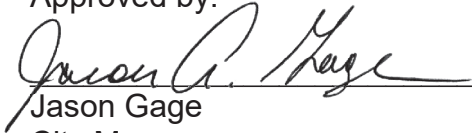


Dan Smith
Director of Public Works



Erin Kemper
Director of Environmental Services

Approved by:



Jason Gage
City Manager

Exhibit A

ATTACHMENT A-1

TERMS OF AGREEMENT

Original Award

Project Number: G20-NPS-04

Project and Budget Dates: 11/1/2020 – 10/31/2023

I. SUBGRANT AWARD

The Missouri Department of Natural Resources, Division of Environmental Quality, Soil and Water Conservation Program, and the City of Springfield agree to the plan of work and administrative procedures outlined herein for the Renew Jordan Creek project, project number G20-NPS-04.

- A. The Missouri Department of Natural Resources (the Department) agrees to pay The City of Springfield an amount not to exceed \$300,000 during the budget period November 1, 2020 through October 31, 2023 for tasks specified in the Scope of Services and Schedule of Milestones. Federal funding is provided by the FFY20 Section 319 Nonpoint Source Implementation grant.
- B. The City of Springfield will ensure the completion of tasks described and reporting required. The City of Springfield will provided match in the amount of \$201,038 for budget period November 1, 2020 – October 31, 2023.

Federal Funding Year	Federal Funding Amount	Percent of Total Project	Non-Federal Match Amount	Funding Year Expiration Date
Original Award				
FFY2020	\$300,000	100%	\$201,038	2025
Total	\$300,000	100%	\$201,038	

- C. Conditions set forth in Attachment C, Special Terms and Conditions, and in Attachment D, General Terms and Conditions, shall be required and will govern the performance of this agreement. Additional subgrant administration requirements are specifically listed in the Agreement Administration section of the Financial Assistance Agreement signature page.
- D. Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This “flow down” requirement imposed on the sponsoring agent by the Department is to ensure the EPA award is used in accordance with Federal statutes,

regulations and the terms of the EPA award. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to EPA for ensuring that sponsoring agents comply with Federal requirements and with EPA's General Terms and Conditions:

<https://www.epa.gov/grants/grant-terms-and-conditions>.

- E. Quality Assurance Project Plan (QAPP) must be developed for any environmental data collection efforts (e.g. watershed modeling, water quality monitoring and use of secondary data). The QAPP must be reviewed and approved by the Department prior to the first date of sampling or use of secondary data.
- F. This project directly supports Goal 4 of Missouri's Nonpoint Source Management Plan to "Improve and protect the water quality of Missouri's surface waters and groundwater by reducing NPS pollutants such as nutrients, sediments, and bacteria; restoring aquatic habitats; and re-establishing flow regimes that mimic natural conditions."
- G. This project is implementing portions of the James River Watershed Management plan, accepted by EPA on July 2017, and the nutrient TMDL for the James River (approved by EPA in 2001). The project will implement practices including riparian zone protection and restoration, disconnection of impervious surfaces, tree plantings, soil restoration, and aquatic habitat structures to reduce pollutant loading for nutrients, sediment, and PAHs.

II. PROJECT CONTACTS

Missouri Department of Natural Resources		City of Springfield	
Fiscal Manager		Fiscal Manager	
Name, and Title:	Tina Stockman Fiscal Clerk	Name, and Title:	
Telephone Number:	573-751-4932	Telephone Number:	
E. mail:	tina.stockman@dnr.mo.gov	E. mail:	
Project Manager		Project Manager	
Name, and Title:	Andrea Mayus Project Manager	Name, and Title:	Sarah Davis Stormwater Specialist
Telephone Number:	573-536-1157	Telephone Number:	417-864-1944
E. mail:	andrea.mayus@dnr.mo.gov	E. mail:	sedavis@springfieldmo.gov

III. PROJECT BUDGET

Renew Jordan Creek
November 1, 2020 – October 31, 2023

Total Federal Contribution	\$ 300,000
Total Nonfederal Contribution	201,038
Total Project Cost	\$ 501,038

(See Attachment B for budget breakout.)

IV. PAYMENT SCHEDULE

- A. The sub-recipient shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and retain them for a period of five years from the date of final payment under this Agreement. The records shall be subject to inspection by the State or U.S. Environmental Protection Agency (EPA). The State or EPA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the State or EPA to recover excessive or illegal payments.
- B. The sub-recipient warrants that the internal financial statements provided to the Department by the sub-recipient for approval do not contain false material statements, representations, certifications, or omissions of material fact.
- C. The sub-recipient agrees to maintain separate Project accounts in accordance with generally accepted government accounting principles and, if requested by the Department, to conduct an audit of the financial records pertaining to the Project.
- D. For the scope of work described in Section VII. Project Details, the City of Springfield may receive a one-time advance payment based on projected needs (see part E below). Otherwise, payments for project expenses will be made on a reimbursement basis - on a monthly schedule if necessary, but a quarterly schedule is preferred. Note that project quarters are set according to the project start date, i.e. not calendar-year quarters.

MAXIMUM EXPENSES	PAYMENT SCHEDULE	SUBMIT TO	PROJECT PERIOD	INVOICE FORMAT
\$300,000	QUARTERLY REIMBURSEMENT	MDNR Fiscal Account Clerk	11/1/2020 – 10/31/2023	Attachment A-2

E. Requests for a one-time advance payment must be accompanied by:

1. A plan of action and projected expenses for the quarterly advance period.
2. A signed invoice containing all information requested on the attached A-2 Invoice (in the Attachment A2 workbook).
3. Advances may be requested during the project only when existing funds are insufficient to cover upcoming expenses (reference item H below for criteria).
4. Any additional advance requests must be preapproved by the Department and accompanied by a summary of expected expenses to occur within the next quarter and will be considered on a case-by-case basis.

To receive an advance, the subgrantee must demonstrate fiscal responsibility and/or have a history of submitting timely fiscal reports and with few to no errors.

F. Requests for reimbursement must be accompanied by a summary of the federal expenditures by federal budget category. For match reporting only, detailed documentation (such as paid bills, time sheets, receipts, invoices, cost-share/incentive agreements, etc.) must be provided for cost-share and in-kind services.

- Requests for reimbursement must be submitted at a minimum frequency of quarterly.
- The Department reserves the right to require submittal of all supporting documentation from first time project recipients and recipients that have previously failed to meet grant requirements.
- Expenditures must be incurred within the budget period 11/1/20 – 10/31/23 See Attachment A-2, Invoice and Match Report, and Attachment D, General Terms and Conditions, for additional requirements.
- The Department will process invoices within 30-working days from the date of receipt.

G. Match expenditures and documentation shall be submitted with quarterly invoices at least twice per year in accordance with the federal and match percentage ratio as described in the Project Funding section of the Financial Assistance Agreement signature page.

- Failure to provide match in proportion to the federal expenses biannually, at minimum, may result in denial of federal reimbursement or the Department requesting a refund of federal funds.

- H. Upon written request and preapproval, a one-time advance not to exceed **25%** of the total federal award may be allowed. An additional advance request may be accepted under exceptional circumstances on a case by case basis and must be based upon insufficiency of funds for a planned project, and will be allowed only if prior disbursed funds are mostly expended.
- If funds are advanced to the subgrantee, invoices including an expenditure summary, must be submitted at a minimum frequency of quarterly.
 - Recipients are required to have a written procedure in place to minimize the time elapsed between money disbursed by the Department and money spent by the subgrantee.
 - If advanced project funds are not **spent within six months**, justification for retaining the balance of advanced funds needs to be provided for approval or the Department will request the funds be returned.
 - Requests must be submitted following the example format provided on the advance request form found within the Attachment A-2a workbook.
- I. Invoices shall be signed by the recipient's **Financial Officer/Manager** in order to receive payment. The recipient's Finance or Accounting Office shall designate a fiscal staff contact with the Department's Grant's Management Unit.
- J. Final reimbursement will be made to the subgrantee upon documentation of adequate match and completion of all required quarterly reports, annual reports and the final project report/ evaluation.
- The subgrantee must request final reimbursement no later **than 60 calendar days** after the project end date at which time any remaining balance of project funds will be deobligated.
- K. Up to twenty percent (**20%**) of the total federal award amount may be withheld pending satisfactory completion of the final project report/evaluation and submission to the Department.

V. REPORTING REQUIREMENTS

The recipient shall submit to the Department's project manager the performance reports listed below. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. See the General Terms and Conditions for additional requirements.

- A. Quarterly progress reports will be due 15 days after the end of each project quarter on February 15, May 15, August 15, and November 15 during each year of the project period. Please send an electronic copy to andrea.mayus@dnr.mo.gov

- Reports will describe project status, compare progress to scheduled milestones and explain any variances from expected progress. The reports shall follow the example format shown on Attachment A-3 workbook.
- B. An **electronic** copy of an annual report must be submitted to the Department's project manager by October 15th each year throughout the project period and at the close of the project. The reports shall follow the example format shown on Attachment A-4 Annual Report workbook.
- C. An **electronic** copy of the final product(s) and final project report must be submitted to the Department's project manager by *(project close date)*.
- The final report, at a minimum, should describe accomplishments, how the goals/objectives described in the subgrant agreement were met, describe the tasks completed, products produced and an assessment of the impact of the project in addressing nonpoint source concerns.
 - The report should make recommendations, where relevant, on how the results or experiences of the project could be applied elsewhere.
 - The reports shall follow the example format shown in the Attachment A-5 Final Report workbook. A final budget should also be included that describes the funds spent, the match contribution made and any leftover funds.
- D. A copy of the annual audit report or relevant portions of the audit report that pertains to the project award are to be submitted to the Department's project Manager, if required under the Code of Federal Regulations, Title 2 Part 200—Uniform Administrative Requirements, Cost Principles, Subpart F Audit Requirements, and as described in the Department's Special and General Terms and Conditions, Attachments C and D. See Attachment F for an example of a Single Audit Certification Letter. If not required to submit an annual audit report per the regulations at 2 CFR 200, an email should be sent to the Department Project Manager stating that fact.
- E. Recipients are allowed to earn program income in order to defray the cost of project activities funded by a 319 grant. Program income must be used for current project costs and be documented and reported through the receipt and expenditure invoicing process.
- Program income generated from supported activities including fees for services, rental income acquired under the grant, proceeds from the sale of articles fabricated under the grant, interest income and registration fees for a 319 sponsored event such as conferences, workshops, and training are some examples that must be reported.
 - Interest on advanced federal funds are not considered program income.
- F. Interest earned on advanced funds up to the amount of \$500 per year may be

retained by the recipient for administrative expenses.

- Any additional interest earned on advanced federal payments deposited in interest-bearing accounts must be remitted to the United States Department of Health and Human Services, Program Support Center, Payment Management System (PMS) (<http://www.dpm.psc.gov>) through an electronic – medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.
 - Further instructions can be found at CFR 200.305 Payments (<http://www.ecfr.gov/>), Title 2, Subtitle A, Chapter II, Part 200.305.
- G. A one-time 12-month extension of the project period may be allowed. Any other time extensions will only be approved based upon factors not under the control of the project sponsor, such as weather or permitting related issues .
- Recipients must request a time extension to the subgrant award no later than 90 days prior to the current project period expiration date (see the Amendment Request Form within in the Attachment A-2a workbook).
 - Failure to request an extension in this timely manner may result in denial of the extension request.
- H. Recipients with awards equal or greater than \$25,000 are required to submit a FFATA *Subrecipient Informational Form* (Attachment #E) if their award period for the project exceeds 12 months. This form shall be updated and returned to the Department at the end of each 12-month period from the approved project start date.
- I. Recipient agrees that:
1. Reports and documents developed as part of a project funded by a 319 assistance agreement shall contain the following statement:
"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement G20-NPS-04 to the City of Springfield. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."
 2. Signage developed as part of a project funded by a 319 assistance agreement shall contain the EPA logo. A graphic file of the EPA Logo and specifications for use by the grantee are located at: <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. If the physical design of the sign allows, it should also include the following text:
"This project has been funded through the Section 319 of the Clean Water Act" **or** "This cooperative project has been funded in part through the Section 319 of the Clean Water Act."

3. Announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a 319 assistance agreement shall add a statement that the materials or conference has been funded by the United States Environmental Protection Agency, such as:
"This project/event has been funded through the Section 319 of the Clean Water Act" **or** "This cooperative project/event has been funded in part through the Section 319 of the Clean Water Act."

See Attachment I, Guidelines for Planning Information Activities, and Attachment Ia, Department Logos for additional information.

- All documents developed for public distribution shall be submitted to the Department project manager for review and approval.
- The Department will review and provide comments within **14 working days** from the date of receipt for smaller publications such as brochures, signage, factsheets, news articles, presentations, unless otherwise noted in the schedule of milestones.
- The Department will review and provide comments within **30-45 working days** from the date of receipt for larger publications and reports such as quality assurance quality control, watershed based plans, water quality or other environmental data reports, unless otherwise noted in the schedule of milestones.

VI. TERMINATION

- A. Termination for Cause. The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement.
 - The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date.
 - The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of the financial assistance agreement.
 - Termination for cause may be considered for evaluating future applications.
 - The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
- B. Termination for Convenience. Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
- C. Financial assistance agreements are not transferable to any person or entity.

- D. The Department and the recipient remain responsible for compliance with all closeout requirements.

VII. ENFORCEMENT; REMEDIES FOR NONCOMPLIANCE.

If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
4. Withhold further awards from the recipient;
5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

VIII. PROJECT DETAILS

See the attached Nonpoint Source Implementation Grant Application and Budget Breakout.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
052

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46050	20	73020	416010	000000	00000	\$ 300,000	Federal EPA Section 319 Nonpoint Source Pollution Grant Revenues through Missouri Department of Natural Resources for the Renew Jordan Creek Main Avenue to Boonville Avenue Stormwater Project
Net Revenue Adjustment						\$ 300,000	

Expenditures:

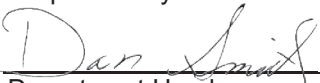
Fund	Dept	Org	Account	P&G	Location	Amount	Description
46050	20	73020	509110	000000	00000	\$ 300,000	Renew Jordan Creek Main Avenue to Boonville Avenue Stormwater Project
Net Expenditure Adjustment						\$ 300,000	

Fund Balance Appropriation:

Fund	Title	Amount

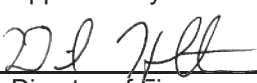
Explanation: To amend the FY2020-21 budget by appropriating federal EPA grant funds of \$300,000 through the Missouri Department of Natural Resources for partial funding of the Renew Jordan Creek Main Avenue to Boonville Avenue Stormwater Project.

Requested By:


Department Head

1/19/21
Date

Approved By:


Director of Finance

1/19/21
Date

Authorization:

Council Bill No. 2021-029

Ordinance No. _____

1st Reading _____

2nd Reading _____

Journal Imp No. _____

City Manager Date

EXHIBIT A

ATTACHMENT A-1

TERMS OF AGREEMENT

Original Award

Project Number: G20-NPS-04

Project and Budget Dates: 11/1/2020 – 10/31/2023

I. SUBGRANT AWARD

The Missouri Department of Natural Resources, Division of Environmental Quality, Soil and Water Conservation Program, and the City of Springfield agree to the plan of work and administrative procedures outlined herein for the Renew Jordan Creek project, project number G20-NPS-04.

- A. The Missouri Department of Natural Resources (the Department) agrees to pay The City of Springfield an amount not to exceed \$300,000 during the budget period November 1, 2020 through October 31, 2023 for tasks specified in the Scope of Services and Schedule of Milestones. Federal funding is provided by the FFY20 Section 319 Nonpoint Source Implementation grant.
- B. The City of Springfield will ensure the completion of tasks described and reporting required. The City of Springfield will provided match in the amount of \$201,038 for budget period November 1, 2020 – October 31, 2023.

Federal Funding Year	Federal Funding Amount	Percent of Total Project	Non-Federal Match Amount	Funding Year Expiration Date
Original Award				
FFY2020	\$300,000	100%	\$201,038	2025
Total	\$300,000	100%	\$201,038	

- C. Conditions set forth in Attachment C, Special Terms and Conditions, and in Attachment D, General Terms and Conditions, shall be required and will govern the performance of this agreement. Additional subgrant administration requirements are specifically listed in the Agreement Administration section of the Financial Assistance Agreement signature page.
- D. Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This “flow down” requirement imposed on the sponsoring agent by the Department is to ensure the EPA award is used in accordance with Federal statutes,

regulations and the terms of the EPA award. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to EPA for ensuring that sponsoring agents comply with Federal requirements and with EPA's General Terms and Conditions:

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- E. Quality Assurance Project Plan (QAPP) must be developed for any environmental data collection efforts (e.g. watershed modeling, water quality monitoring and use of secondary data). The QAPP must be reviewed and approved by the Department prior to the first date of sampling or use of secondary data.
- F. This project directly supports Goal 4 of Missouri's Nonpoint Source Management Plan to "Improve and protect the water quality of Missouri's surface waters and groundwater by reducing NPS pollutants such as nutrients, sediments, and bacteria; restoring aquatic habitats; and re-establishing flow regimes that mimic natural conditions."
- G. This project is implementing portions of the James River Watershed Management plan, accepted by EPA on July 2017, and the nutrient TMDL for the James River (approved by EPA in 2001). The project will implement practices including riparian zone protection and restoration, disconnection of impervious surfaces, tree plantings, soil restoration, and aquatic habitat structures to reduce pollutant loading for nutrients, sediment, and PAHs.

II. PROJECT CONTACTS

Missouri Department of Natural Resources		City of Springfield	
Fiscal Manager		Fiscal Manager	
Name, and Title:	Tina Stockman Fiscal Clerk	Name, and Title:	
Telephone Number:	573-751-4932	Telephone Number:	
E. mail:	tina.stockman@dnr.mo.gov	E. mail:	
Project Manager		Project Manager	
Name, and Title:	Andrea Mayus Project Manager	Name, and Title:	Sarah Davis Stormwater Specialist
Telephone Number:	573-536-1157	Telephone Number:	417-864-1944
E. mail:	andrea.mayus@dnr.mo.gov	E. mail:	sedavis@springfieldmo.gov

III. PROJECT BUDGET

Renew Jordan Creek
November 1, 2020 – October 31, 2023

Total Federal Contribution	\$ 300,000
Total Nonfederal Contribution	201,038
Total Project Cost	\$ 501,038

(See Attachment B for budget breakout.)

IV. PAYMENT SCHEDULE

- A. The sub-recipient shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and retain them for a period of five years from the date of final payment under this Agreement. The records shall be subject to inspection by the State or U.S. Environmental Protection Agency (EPA). The State or EPA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the State or EPA to recover excessive or illegal payments.
- B. The sub-recipient warrants that the internal financial statements provided to the Department by the sub-recipient for approval do not contain false material statements, representations, certifications, or omissions of material fact.
- C. The sub-recipient agrees to maintain separate Project accounts in accordance with generally accepted government accounting principles and, if requested by the Department, to conduct an audit of the financial records pertaining to the Project.
- D. For the scope of work described in Section VII. Project Details, the City of Springfield may receive a one-time advance payment based on projected needs (see part E below). Otherwise, payments for project expenses will be made on a reimbursement basis - on a monthly schedule if necessary, but a quarterly schedule is preferred. Note that project quarters are set according to the project start date, i.e. not calendar-year quarters.

MAXIMUM EXPENSES	PAYMENT SCHEDULE	SUBMIT TO	PROJECT PERIOD	INVOICE FORMAT
\$300,000	QUARTERLY REIMBURSEMENT	MDNR Fiscal Account Clerk	11/1/2020 – 10/31/2023	Attachment A-2

E. Requests for a one-time advance payment must be accompanied by:

1. A plan of action and projected expenses for the quarterly advance period.
2. A signed invoice containing all information requested on the attached A-2 Invoice (in the Attachment A2 workbook).
3. Advances may be requested during the project only when existing funds are insufficient to cover upcoming expenses (reference item H below for criteria).
4. Any additional advance requests must be preapproved by the Department and accompanied by a summary of expected expenses to occur within the next quarter and will be considered on a case-by-case basis.

To receive an advance, the subgrantee must demonstrate fiscal responsibility and/or have a history of submitting timely fiscal reports and with few to no errors.

F. Requests for reimbursement must be accompanied by a summary of the federal expenditures by federal budget category. For match reporting only, detailed documentation (such as paid bills, time sheets, receipts, invoices, cost-share/incentive agreements, etc.) must be provided for cost-share and in-kind services.

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- Expenditures must be incurred within the budget period 11/1/20 – 10/31/23 See Attachment A-2, Invoice and Match Report, and Attachment D, General Terms and Conditions, for additional requirements.
- The Department will process invoices within 30-working days from the date of receipt.

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- Failure to provide match in proportion to the federal expenses biannually, at minimum, may result in denial of federal reimbursement or the Department requesting a refund of federal funds.

- H. Upon written request and preapproval, a one-time advance not to exceed **25%** of the total federal award may be allowed. An additional advance request may be accepted under exceptional circumstances on a case by case basis and must be based upon insufficiency of funds for a planned project, and will be allowed only if prior disbursed funds are mostly expended.
- If funds are advanced to the subgrantee, invoices including an expenditure summary, must be submitted at a minimum frequency of quarterly.
 - Recipients are required to have a written procedure in place to minimize the time elapsed between money disbursed by the Department and money spent by the subgrantee.
 - If advanced project funds are not **spent within six months**, justification for retaining the balance of advanced funds needs to be provided for approval or the Department will request the funds be returned.
 - Requests must be submitted following the example format provided on the advance request form found within the Attachment A-2a workbook.
- I. Invoices shall be signed by the recipient's **Financial Officer/Manager** in order to receive payment. The recipient's Finance or Accounting Office shall designate a fiscal staff contact with the Department's Grant's Management Unit.
- J. Final reimbursement will be made to the subgrantee upon documentation of adequate match and completion of all required quarterly reports, annual reports and the final project report/ evaluation.
- The subgrantee must request final reimbursement no later **than 60 calendar days** after the project end date at which time any remaining balance of project funds will be deobligated.
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The recipient shall submit to the Department's project manager the performance reports listed below. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. See the General Terms and Conditions for additional requirements.

- A. Quarterly progress reports will be due 15 days after the end of each project quarter on February 15, May 15, August 15, and November 15 during each year of the project period. Please send an electronic copy to andrea.mayus@dnr.mo.gov

- Reports will describe project status, compare progress to scheduled milestones and explain any variances from expected progress. The reports shall follow the example format shown on Attachment A-3 workbook.
- B. An **electronic** copy of an annual report must be submitted to the Department's project manager by October 15th each year throughout the project period and at the close of the project. The reports shall follow the example format shown on Attachment A-4 Annual Report workbook.
- C. An **electronic** copy of the final product(s) and final project report must be submitted to the Department's project manager by (*project close date*).
- The final report, at a minimum, should describe accomplishments, how the goals/objectives described in the subgrant agreement were met, describe the tasks completed, products produced and an assessment of the impact of the project in addressing nonpoint source concerns.
 - The report should make recommendations, where relevant, on how the results or experiences of the project could be applied elsewhere.
 - The reports shall follow the example format shown in the Attachment A-5 Final Report workbook. A final budget should also be included that describes the funds spent, the match contribution made and any leftover funds.
- D. A copy of the annual audit report or relevant portions of the audit report that pertains to the project award are to be submitted to the Department's project Manager, if required under the Code of Federal Regulations, Title 2 Part 200—Uniform Administrative Requirements, Cost Principles, Subpart F Audit Requirements, and as described in the Department's Special and General Terms and Conditions, Attachments C and D. See Attachment F for an example of a Single Audit Certification Letter. If not required to submit an annual audit report per the regulations at 2 CFR 200, an email should be sent to the Department Project Manager stating that fact.
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- G. A one-time 12-month extension of the project period may be allowed. Any other time extensions will only be approved based upon factors not under the control of the project sponsor, such as weather or permitting related issues .
- Recipients must request a time extension to the subgrant award no later than 90 days prior to the current project period expiration date (see the Amendment Request Form within in the Attachment A-2a workbook).
 - Failure to request an extension in this timely manner may result in denial of the extension request.
- H. Recipients with awards equal or greater than \$25,000 are required to submit a FFATA *Subrecipient Informational Form* (Attachment #E) if their award period for the project exceeds 12 months. This form shall be updated and returned to the Department at the end of each 12-month period from the approved project start date.
- I. Recipient agrees that:
1. Reports and documents developed as part of a project funded by a 319 assistance agreement shall contain the following statement:
"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement G20-NPS-04 to the City of Springfield. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."
 2. Signage developed as part of a project funded by a 319 assistance agreement shall contain the EPA logo. A graphic file of the EPA Logo and specifications for use by the grantee are located at: <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. If the physical design of the sign allows, it should also include the following text:
"This project has been funded through the Section 319 of the Clean Water Act" **or** "This cooperative project has been funded in part through the Section 319 of the Clean Water Act."

3. Announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a 319 assistance agreement shall add a statement that the materials or conference has been funded by the United States Environmental Protection Agency, such as:
"This project/event has been funded through the Section 319 of the Clean Water Act" **or** "This cooperative project/event has been funded in part through the Section 319 of the Clean Water Act."

See Attachment I, Guidelines for Planning Information Activities, and Attachment Ia, Department Logos for additional information.

- All documents developed for public distribution shall be submitted to the Department project manager for review and approval.
- The Department will review and provide comments within **14 working days** from the date of receipt for smaller publications such as brochures, signage, factsheets, news articles, presentations, unless otherwise noted in the schedule of milestones.
- The Department will review and provide comments within **30-45 working days** from the date of receipt for larger publications and reports such as quality assurance quality control, watershed based plans, water quality or other environmental data reports, unless otherwise noted in the schedule of milestones.

VI. TERMINATION

- A. Termination for Cause. The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement.
 - The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date.
 - The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of the financial assistance agreement.
 - Termination for cause may be considered for evaluating future applications.
 - The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
- B. Termination for Convenience. Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
- C. Financial assistance agreements are not transferable to any person or entity.

- D. The Department and the recipient remain responsible for compliance with all closeout requirements.

VII. ENFORCEMENT; REMEDIES FOR NONCOMPLIANCE.

If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
4. Withhold further awards from the recipient;
5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

VIII. PROJECT DETAILS

See the attached Nonpoint Source Implementation Grant Application and Budget Breakout.

EXPLANATION TO COUNCIL BILL 2023-034 (HORTON)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.4 acres of property generally located at 739 West Talmage Street from R-SF, Single-family residential district, to Planned Development No. 383; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Baptist Temple of Springfield; 739 W. Talmage St.; Planned Development No. 383.)

BACKGROUND INFORMATION: The applicant has requested to rezone the property from R-SF, Single-family residential district to Planned Development No. 383 to allow for the adaptive reuse of an existing nonresidential structure in a residential district – the Baptist Temple's unused gymnasium – as multifamily dwellings and for the development of detached single-family dwellings in an area of open space to the west of the Baptist Temple's principal structure.

Area A, containing the gymnasium structure, would contain a total of 33 dwelling units within a lot which is just over two acres in area, resulting in a density of 15.7 dwelling units per acre. All of the proposed multifamily dwelling units would be contained within the confines of the existing gymnasium, the interior of which would be remodeled to also include resident-exclusive amenities including storage, laundry facilities, and a fitness area. Area A would also provide certain outdoor amenities for its residents, including off-street parking, a playground, a dog park, a pavilion, and a grill.

Area B, comprised of the open space to the west of the Baptist Temple's principal structure, would contain a total of 22 detached single-family dwellings within a lot approximately four acres in area, resulting in a density of 5.1 dwelling units per acre. Area B would undergo the Major Subdivision process for the creation of a condominium plat, as each single-family home would be built within its own condominium unit. Outdoor amenities for Area B would include a dog park, a park bench, and a grill, situated near Area B's access to N. Missouri Drive.

Each dwelling unit in Area B would be served by private sewer extending from public facilities located near the property and would front on a private drive connecting from N. Missouri Drive through Area B to Area A, which would take access to W. Talmage Street. All private elements of the proposal would be the responsibility of a duly authorized property owners' association.

REMARKS: The Planning and Zoning Commission held a public hearing on January

12, 2023, and recommended to approve the proposed Planned Development No. 383, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Comprehensive Plan's Land Use & Development* chapter groups this area into the Traditional Neighborhood Future Placetype. This placetype is predominately comprised of single-family detached residential dwellings with generally uniform setbacks, building designs, and parcel sizes. Planning within this placetype is intended to improve the neighborhood's quality of place, which can be achieved through a number of strategies, including beautification efforts via streetscaping, increasing access and connections with nearby greenway or trail systems, and supporting low-intensity multifamily uses, low-intensity neighborhood commercial uses, or a mix of uses to serve area residents. Multifamily uses are meant to be located along higher classification roadways, near greenways or trails, or in areas identified by residents during the neighborhood planning process. The preservation of residential housing and housing patterns is meant to be prioritized where lots are predominately accessed from side or internal local streets. Furthermore, redevelopment efforts including higher-density housing or commercial uses are to be limited to areas adjacent to identified activity centers, where the redevelopment's anticipated traffic and circulation will not negatively affect the adjoining neighborhood.
2. The proposed Planned Development No. 383 is split into two parts, Areas A and B. Area A includes the adaptive reuse of the existing gymnasium along W. Talmage Street; the existing structure will remain and infill work will be completed to transform the interior into multifamily housing with both indoor and outdoor amenities for future residents, including an indoor fitness area and laundry facilities, as well as outdoor off-street parking, a playground, a dog park, a resident pavilion, and a grill. The applicant has proposed a total of 33 dwelling units within the existing structure, to include 16 efficiency units, 10 one-bedroom units, and seven two- to three-bedroom units. With an area of just over two acres, the density for Area A is approximately 15.7 dwelling units per acre, making the residential density comparable to that permitted by the R-LD, Low-density multifamily residential district, which caps its residential density to no more than 18 dwelling units per acre.
3. Area B, which is situated west and south of the Baptist Temple of Springfield's vehicular use area, will be developed to accommodate single-family detached dwellings, all of which will be included within an associated condominium plat, with each future home contained within an individual condominium unit. Area B will share the same outdoor amenities with Area A, listed above, and will connect to Area A via a private drive. The applicant has proposed a total of 22 single-family homes in Area A, spread across over four acres of land for a density of

5.1 dwelling units per acre. This density is below the maximum density permitted within the R-SF, Single-family residential district, which caps its residential density to no more than seven dwelling units per acre.

4. Combining the land area of both Areas A and B yields a total of 6.4 acres of land. Combining the dwelling unit subtotals of both Areas A and B results in a proposed total of 55 dwelling units. The resulting density for the entire development equals 8.6 dwelling units per acre, a density permitted within the R-TH, Residential townhouse district which caps its residential density to no more than 11 dwelling units per acre. For context, the least dense residential district, the R-SF, Single-family residential district, permits up to seven dwelling units per acre.
5. The proposed development will have two accesses to public right-of-way. The first will be taken from N. Missouri Avenue; the developer has agreed to complete public improvements to this dead-end street, from which Area B will take access. The second will be taken from W. Talmage Street, where an existing access drive is already located. Residents from either subarea of Planned Development No. 383 will be able to access public right-of-way via either access point.
6. Approval of this application will facilitate the development of this property and promote infill development where investments have already been made in public services and infrastructure.
7. The subject property has access to City Utilities' infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
8. The subject property has access to public sewer; each condominium unit will be served by private sewer which will not be maintained by the City of Springfield. Details regarding the private sewer will be further discussed via a final plat, the subdivision's future covenants, or both.
9. Public Works – Traffic has noted the need for additional right-of-way along N. Grant Avenue, a sidewalk requirement along both W. Talmage Street and N. Missouri Avenue, and a requirement for the extension of N. Missouri Avenue to the southern limits of the existing right-of-way, including the construction of an approved turn around. Based on their traffic counts, the proposed development is anticipated to generate one additional trip in each of the AM and PM peak hours, for a total of 93 additional trips generated daily.
10. The subject property is not currently served by stormwater infrastructure; however, in response to community and staff concerns regarding flooding in this area, the applicant has proposed stormwater detention up to 120% of the standard detention requirements. The detention areas will be located in the open space to the west of the existing gymnasium.
11. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.



12. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

Submitted By: Kyle McGinnis, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 1/26/2023

Attachments:

1. Planned Development No. 383_ord
2. Exh A- Legal Description
3. Exh B- ROP
4. Exh C - map

One-rdg. _____
P. Hrngs. X
Pgs. 37
Filed: 01-31-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-034

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 6.4 acres of property generally located at 739 West Talmage Street
4 from R-SF, Single-family residential district, to Planned
5 Development No. 383; and adopting an updated Official Zoning
6 Map. (Staff and Planning and Zoning Commission recommend
7 approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 739 West Talmage Street, and more fully described in "Exhibit A,"
12 from R-SF, Single-family residential district, to Planned Development No. 383; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on January 12, 2023, a copy of the Record of
16 Proceedings from said public hearing being attached hereto and incorporated herein by
17 this reference as "Exhibit B," and said Commission made its recommendation; and
18

19 WHEREAS, the City has reviewed the applicant's request and prepared a staff
20 report concerning the application; and
21

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

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

28 Section 1 – The property described in "Exhibit A," which is attached hereto and
29 incorporated herein by this reference, is hereby rezoned from R-SF, Single-family
30 residential district, to Planned Development No. 383. Springfield Land Development
31 Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby
32 amended, changed, and modified consistent with this Ordinance.
33

34 Section 2 – The property described in “Exhibit A” of this Ordinance shall be
35 subject to the requirements and standards included in “Exhibit C – Attachment 1,” with
36 said “Exhibit C” being attached hereto and incorporated herein in its entirety by this
37 reference; and these requirements and standards shall govern and control the use and
38 development of the land in Planned Development No. 383.

39
40 Section 3 – City Council hereby directs the City Manager, or designee, to update
41 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
42 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
43 Springfield Land Development Code, Section 36-306, ‘Official zoning maps and rules of
44 interpretation.’

45
46 Section 4 – The Official Zoning Map herein adopted shall be maintained and
47 archived in the same digital form in which this Council has approved its adoption.

48
49 Section 5 – This Ordinance shall be in full force and effect from and after
50 passage.

51
52 Passed at meeting: _____

53
54
55 _____
56 Mayor

57 Attest: _____, City Clerk

58
59 Filed as Ordinance: _____

60
61
62 Approved as to form: Jill Bennis, Assistant City Attorney

63
64
65 Approved for Council action: Jason C. Hays, City Manager

EXHIBIT A

LEGAL DESCRIPTION
PLANNED DEVELOPMENT 383

TRACT 1:

A TRACT OF LAND BEING SITUATED IN PART OF THE N1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4 OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE N1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 2; THENCE, N 88°17'47" W, ALONG THE SOUTH LINE OF THE SAID N1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4, A DISTANCE OF 30.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF GRANT AVENUE, SAID POINT BEING THE NEW POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTH LINE, N 88°17'47" W, A DISTANCE OF 627.42 FEET; THENCE, N 2°08'46" E, A DISTANCE OF 400.34 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MISSOURI STREET; THENCE, S 87°26'24" E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 25.00 FEET, TO THE EASTERLY RIGHT-OF-WAY OF MISSOURI STREET; THENCE, N 2°33'36" E, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 125.75 FEET, TO AN EXISTING IRON PIN MARKING THE SOUTHWEST CORNER OF BROADWAY ACRES SUBDIVISION, 2ND ADDITION; THENCE, S 88°44'09", ALONG THE SOUTH LINE OF SAID BROADWAY ACRES SUBDIVISION, A DISTANCE OF 247.96 FEET, TO THE SOUTHEAST CORNER OF LOT 29, OF SAID BROADWAY ACRES SUBDIVISION; THENCE, DEPARTING SAID SOUTH LINE, S 2°37'46" W, A DISTANCE OF 377.66 FEET; THENCE, S 88°17'47" E, A DISTANCE OF 358.03 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GRANT AVENUE; THENCE, S 2°37'46" W, ALONG SAID WESTERLY RIGHT-OF-WAY, TO THE NEW POINT OF BEGINNING. CONTAINING 193,520.42 SQUARE FEET (4.44 ACRES), MORE OR LESS. SUBJECT TO ANY EASEMENTS, RESTRICTIONS, COVENANTS OR RESERVATIONS OF RECORD, IF ANY.

TRACT 2:

A TRACT OF LAND BEING SITUATED IN PART OF THE N1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4 OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE N1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 2; THENCE, N 88°17'47" W, ALONG THE SOUTH LINE OF THE SAID N1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4, A DISTANCE OF 230.07 FEET, TO AN EXISTING IRON PIN MARKING THE NORTHWEST CORNER OF PARCEL OF LAND DESCRIBED IN DEED BOOK 2015, AT PAGE 021300, SAID IRON PIN BEING THE NEW POINT OF BEGINNING; THENCE, DEPARTING SAID SOUTH LINE, S 2°31'49" W, A DISTANCE OF 149.9

FEET, TO THE NORTHWEST CORNER OF LOT 4 OF MAX LYLE'S ADDITION; THENCE, ALONG THE NORTH PROPERTY LINE OF SAID LOT 4, N 87°29'30" W, A DISTANCE OF 59.41 FEET, TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE, ALONG THE WEST LINE OF SAID LOT 4, S 2°30'30" W, A DISTANCE OF 150.06 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 4, SAID CORNER BEING SITUATED ON THE NORTHERLY RIGHT-OF-WAY OF TALMAGE STREET; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, N 88°49'00" W, A DISTANCE OF 177.09 FEET, TO THE SOUTHEAST CORNER OF LOT 3 OF SAID MAX LYLE'S ADDITION; THENCE, DEPARTING SAID RIGHT-OF-WAY, AND ALONG THE EAST LINE OF SAID LOT 3, N 2°30'30" E, A DISTANCE OF 150.06 FEET, TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE, ALONG THE NORTH LINE OF MAX LYLE'S ADDITION, N 88°03'13" W, A DISTANCE OF 189.60 FEET, TO THE NORTHWEST CORNER OF LOT 1 OF SAID MAX LYLE'S ADDITION; THENCE, DEPARTING SAID NORTH LINE, N 2°02'59" E, A DISTANCE OF 149.99 FEET, TO A POINT ON SAID SOUTH LINE OF THE N1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4; THENCE, ALONG SAID SOUTH LINE, S 88°17'47" E, A DISTANCE OF 427.35 FEET, TO THE NEW POINT OF BEGINNING. CONTAINING 90,621.80 SQUARE FEET (2.08 ACRES), MORE OR LESS.
SUBJECT TO ANY EASEMENTS, RESTRICTIONS, COVENANTS OR RESERVATIONS OF RECORD, IF ANY.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – January 12, 2023

Planned Development 383
739 West Talmage Street
Applicant: Baptist Temple of Springfield

Mr. McGinnis stated that this is a request to rezone approximately 6.4 acres of property generally located at 739 W. Talmage Street from R-SF, Single-family residential district to Planned Development No. 383.

Mr. Chad Zickefoose, Public Works/Traffic went over updated traffic generated trip numbers that were shown in the staff report and clarified that the numbers shown are based on zoning for high density residential and not what is being proposed.

Mr. Knuckles asked about a privacy fence between the gym and driveway. Mr. McGinnis believes that it will have a privacy fence.

Mr. Knuckles asked about maintenance (HOA responsibility) and what would happen if they defaulted (dissolved) for maintenance.

Ms. Burris noted that the City has a provision for common areas and are required to approve the covenants and restrictions and would also need the city's approval to dissolve. City would possibly takeover and pass a lien on the property.

Mr. Hosmer noted that it is mentioned in the staff report about legal requirements for the HOA.

Mr. Joe Codichini, Public Works/Stormwater, went over what the process the city would do if the association was dissolved regarding maintenance.

Mr. Knuckles asked about the gym being built to two floors. Mr. McGinnis noted that it will be interior renovation only.

Mr. Pauly asked about the gym interior and what happens with the infill and Mr. McGinnis noted that the developer can answer that question.

Mr. Pauly asked about Area B and what is the max square footage of a dwelling allowed and Mr. McGinnis noted the setbacks and should be able to calculate the number and can get back with you.

Ms. Gunther asked if any of the facilities are open to the public? Mr. McGinnis noted that it is for the residents.

Mr. Britton asked about North Missouri Avenue and if the improvements are based on approval of this project. Mr. McGinnis said that it was dependent on the project going forward.

Mr. Jobe opened the public hearing.

Mr. Mike Stalzer, 1658 W. Riverside that the infill (gym) will be 2 stories within the building.

Mr. Pauly asked what will be there and Mr. Stalzer said it would be units.

Mr. Pauly asked if it would fit within the neighborhood and Mr. Stalzer said the renovations would intel new roof and with widows and siding.

Mr. Pauly asked about area B and if it would fit with neighborhood and Mr. Stalzer said it would fit in based on 1960 era ranch style homes with rentals and owner occupied.

Mr. Colony asked if it would be a gated community and Mr. Stalzer said that there is no intent to be gated at the time but will be monitored by the HOA.

Mr. Chad Ray, 2717 N. Missouri Avenue and stated that this will affect the neighborhood values and opposes the project and questioned on the funding of HOA and has concerns regarding traffic.

Mr. Colony asked if he was opposed to the single-family aspect, but Mr. Ray said that he is not supportive of either areas A and B.

Mr. Jobe asked Mr. Ray if he is part of a group/organization and Mr. Ray said he is not part of a concerned group/organization.

Ms. Laurie Brotherton, 2708 N. Broadway voiced her concern for the traffic and directly in front of a school, she also noted that Missouri would be a dead-end and questioned where the traffic will go. She also mentioned stormwater problems (backs up into her property) and has no sidewalks and believes it would be an extra hazard.

Mr. Jobe closed the public hearing.

Mr. Colony asked if she has worked with the developer, and she said they had met at the neighborhood meeting.

Mr. Knuckles asked about stormwater and Mr. Codichini stated that stormwater has had service requests for flooding in the area so they recommended the 120% detention, and the owner has agreed, and it will put into the Planned Development, helping alleviate some of the flooding and will not make it any worse. He went over what will be required by the city regarding the water flow and erosion and stated that the water quality basins will have to be built before any permits are issued. He also described what sheet flow is being proposed.

Ms. Broekhoven asked about the process going forward (preliminary plat, final development plan, etc.). Mr. Hosmer said they would have to have a preliminary plat and then a final development plan.

Mr. Colony noted about detention and the sheet flow and if they can have any higher flow then what is current, and Mr. Codichini stated that they cannot have a higher flow. Mr. Colony also noted about the protecting large open spaces and would encourage that the developer work with neighborhood.

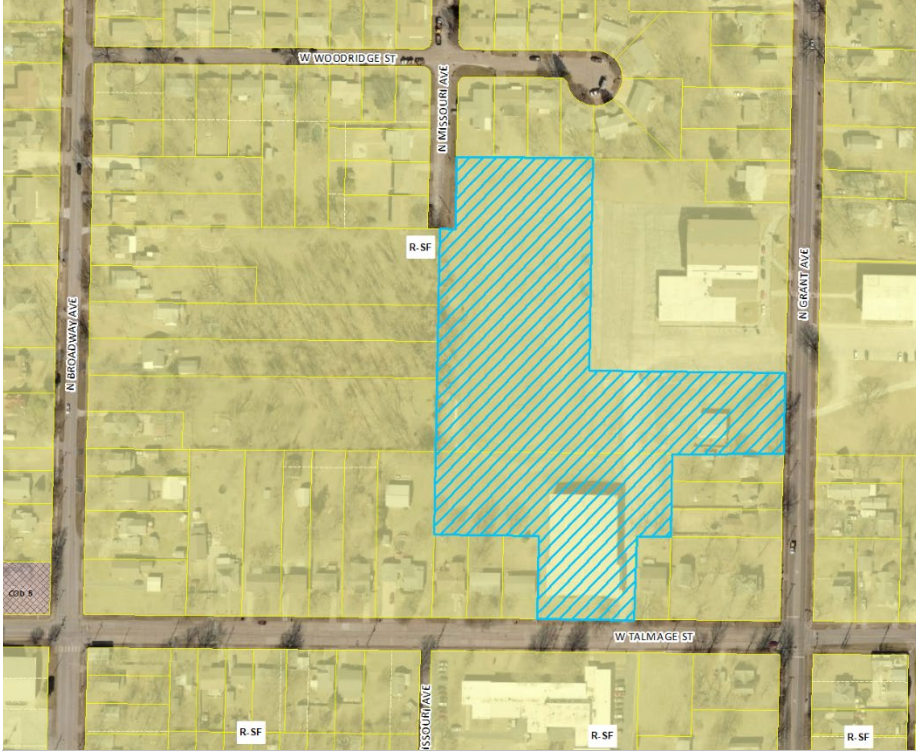
COMMISSION ACTION:

Mr. Colony motioned to **approve** Planned Development 383 (739 West Talmage Street). Mr. Knuckles seconded the motion. Ayes: Jobe, Colony, Broekhoven, Pauly, Knuckles, Lebeck, and Gunther. Nays: None. Abstain: None. Absent: Ridge and Scott.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', with a long horizontal line extending to the right.

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	JANUARY 12, 2023
CITY COUNCIL PUBLIC HEARING:	FEBRUARY 6, 2023
	CASE NUMBER: Planned Development No. 383
	LOCATION: 739 W. Talmage Street
	ACRES: 6.4 acres
	EXISTING LAND USE: Undeveloped land, unused church gymnasium
	APPLICANT: Baptist Temple of Springfield
	STAFF: Kyle McGinnis, Senior Planner 864-1615
STAFF RECOMMENDATIONS: Approve	
PROPOSED MOTION: Move to approve as submitted in the staff report.	
REQUIRED VOTE: A majority of those present (5 members are a quorum).	
SUMMARY OF REQUEST:	

Request to rezone approximately 6.4 acres of property generally located at 739 W. Talmage Street from R-SF, Single-family residential district to Planned Development No. 383 to allow for the construction of single-family homes and the adaptive reuse of an existing nonresidential structure for multifamily use.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Comprehensive Plan's Land Use & Development* chapter groups this area into the Traditional Neighborhood Future Placetype. This placetype is predominately comprised of single-family detached residential dwellings with generally uniform setbacks, building designs, and parcel sizes. Planning within this placetype is intended to improve the neighborhood's quality of place, which can be achieved through a number of strategies including beautification efforts via streetscaping, increasing access and connections with nearby greenway or trail systems, and supporting low-intensity multifamily uses, low-intensity neighborhood commercial uses, or a mix of uses to serve area residents. Multifamily uses are meant to be located along higher classification roadways, near greenways or trails, or in areas identified by residents during the neighborhood planning process. The preservation of residential housing and housing patterns is meant to be prioritized where lots are predominately accessed from side or internal local streets. Furthermore, redevelopment efforts including higher-density housing or commercial uses are to be limited to areas adjacent to identified activity centers, where the redevelopment's anticipated traffic and circulation will not negatively affect the adjoining neighborhood.
2. The proposed Planned Development No. 383 is split into two parts, Areas A and B. Area A includes the adaptive reuse of the existing gymnasium along W. Talmage Street; the existing structure will remain and infill work will be completed to transform the interior into multifamily housing with both indoor and outdoor amenities for future residents, including an indoor fitness area and laundry facilities, as well as outdoor off-street parking, a playground, a dog park, a resident pavilion, and a grill. The applicant has proposed a total of 33 dwelling units within the existing structure, to include 16 efficiency units, 10 one-bedroom units, and seven two- to three-bedroom units. With an area of just over two acres, the density for Area A is approximately 15.7 dwelling units per acre, making the residential density comparable to that permitted by the R-LD, Low-density multifamily residential district, which caps its residential density to no more than 18 dwelling units per acre.

Development Review Staff Report



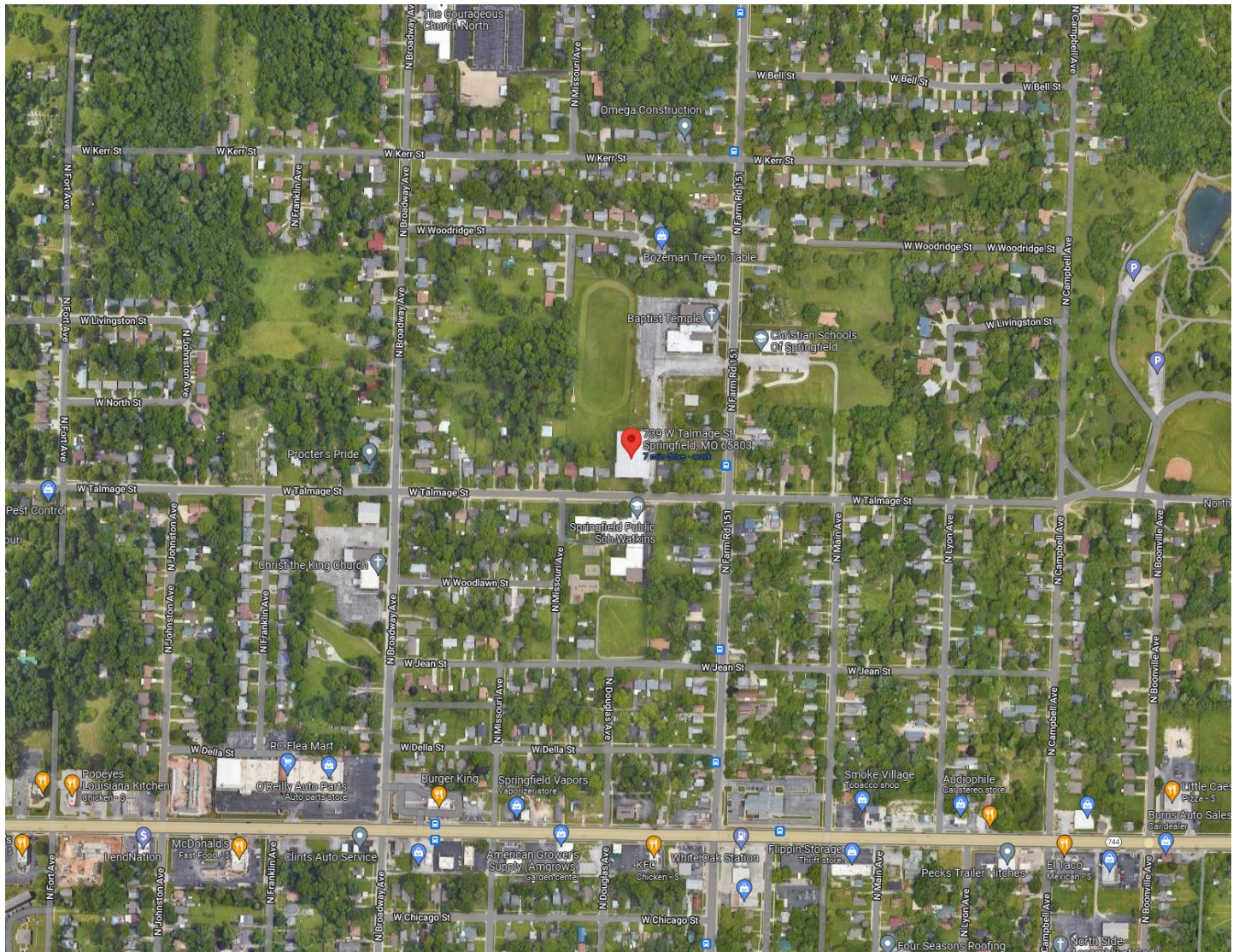
3. Area B, which is situated west and south of the Baptist Temple of Springfield's vehicular use area, will be developed to accommodate single-family detached dwellings, all of which will be included within an associated condominium plat, with each future home contained within an individual condominium unit. Area B will share the same outdoor amenities with Area A, listed above, and will connect to Area A via a private drive. The applicant has proposed a total of 22 single-family homes in Area A, spread across over four acres of land for a density of 5.1 dwelling units per acre. This density is below the maximum density permitted within the R-SF, Single-family residential district, which caps its residential density to no more than seven dwelling units per acre.
4. Combining the land area of both Areas A and B yields a total of 6.4 acres of land. Combining the dwelling unit subtotals of both Areas A and B results in a proposed total of 55 dwelling units. The resulting density for the entire development equals 8.6 dwelling units per acre, a density permitted within the R-TH, Residential townhouse district which caps its residential density to no more than 11 dwelling units per acre. For context, the least dense residential district, the R-SF, Single-family residential district, permits up to seven dwelling units per acre.
5. The proposed development will have two accesses to public right-of-way. The first will be taken from N. Missouri Avenue; the developer has agreed to complete public improvements to this dead-end street, from which Area B will take access. The second will be taken from W. Talmage Street, where an existing access drive is already located. Residents from either subarea of Planned Development No. 383 will be able to access public right-of-way via either access point.
6. Approval of this application will facilitate the development of this property and promote infill development where investments have already been made in public services and infrastructure.
7. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
8. The subject property has access to public sewer; each condominium unit will be served by private sewer which will not be maintained by the City of Springfield. Details regarding the private sewer will be further discussed via a final plat, the subdivision's future covenants, or both.
9. Public Works – Traffic has noted the need for additional right-of-way along N. Grant Avenue, a sidewalk requirement along both W. Talmage Street and N. Missouri Avenue, and a requirement for the extension of N. Missouri Avenue to the southern limits of the existing right-of-way, including the construction of an approved turn around. Based on their traffic counts, the proposed development is anticipated to generate one additional trip in each of the AM and PM peak hours, for a total of 93 additional trips generated daily.
10. The subject property is not currently served by stormwater infrastructure; however, in response to community and staff concerns regarding flooding in this area, the applicant has proposed stormwater detention up to 120% of the standard detention requirements. The detention areas will be located in the open space to the west of the existing gymnasium.
11. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
12. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Single-family homes, church	Single-family homes, elementary school	Single-family homes, church	Single-family homes

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



Development Review Staff Report

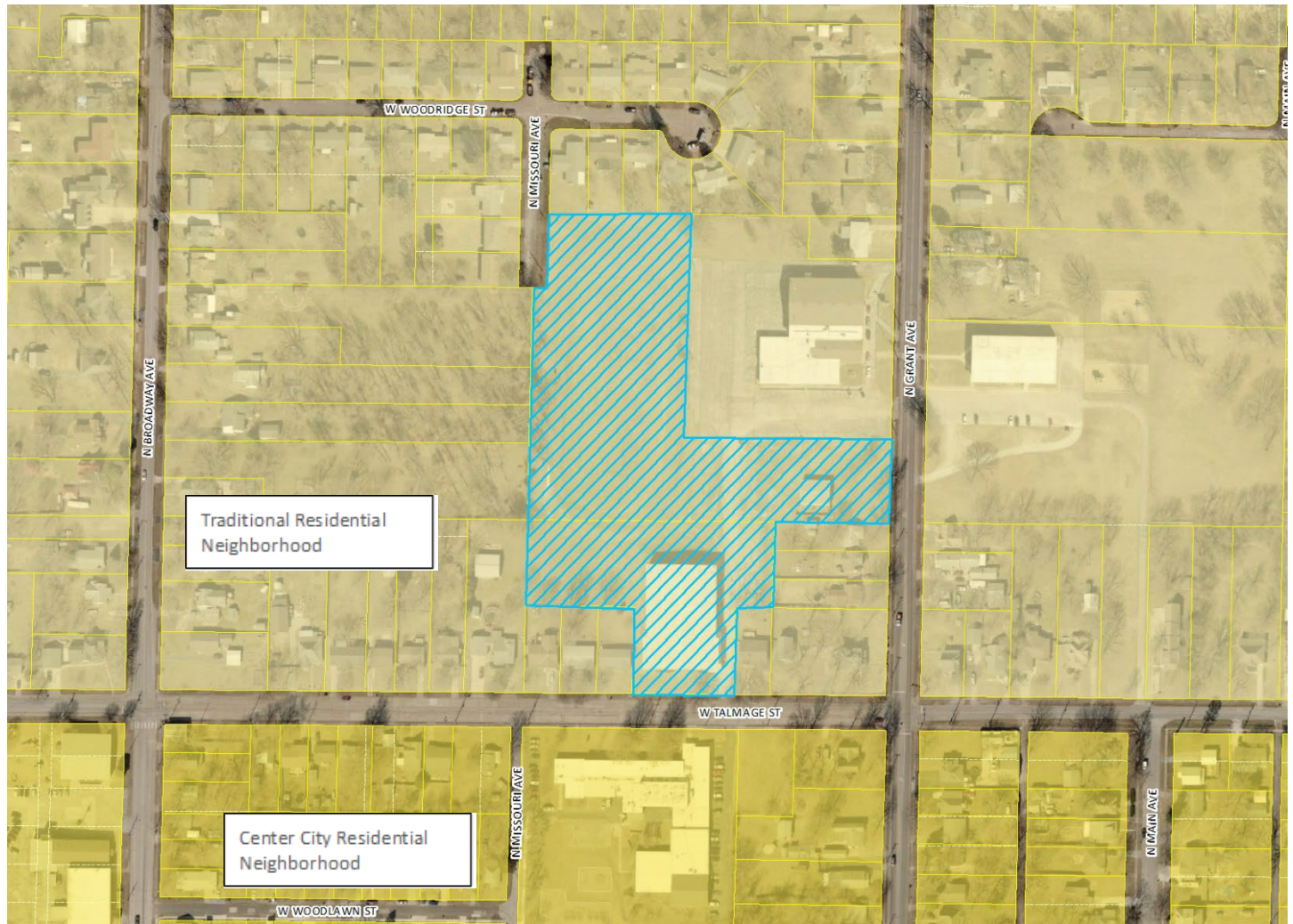


GOOGLE MAPS STREET VIEW:



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FORWARD SGF PLACETYPES:



- City Placetypes
- City Corridor
 - Downtown
 - Traditional Residential Neighborhood
 - Center City Residential Neighborhood
 - Industry_Logistics
 - Institutional_Employment Center
 - Mixed Residential
 - Mixed Use
 - Business Flex
 - Urban Green Space_Recreation

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PROPERTY HISTORY:

This property was zoned R-SF, Single-family residential district during the city-wide remapping in 1995, and has retained its R-SF zoning designation since that time.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR PD No. 383
Use Limitations	The only principal uses to be permitted will include the adaptive reuse of the gymnasium in Area A to accommodate multifamily housing not to exceed 15.7 dwelling units per acre for a total of 33 dwelling units and detached single-family homes in Area B not to exceed 8.6 dwelling units per acre for a total of 22 single-family homes. Accessory uses, such as the proposed outdoor recreational amenities and off-street parking, will also be permitted.
Maximum Structure Height	This is not applicable to Area A, as the gymnasium already exists and its height will not be altered. In Area B, the applicant has proposed a maximum structure height of 35 feet, matching the limitation imposed on single-family homes in the R-LD district whose side yards are less than 15 feet wide.
Front Yard Setback	This is not applicable to Area A. For the single-family homes in Area B, all future homes must be setback at least 20 feet from their front condominium lines along the interior circulation drive.
Side and Rear Setbacks	This is not applicable to Area A. For the single-family homes in Area B, all future homes must be setback at least five feet from each side condominium line, and setback at least 20 feet from each rear condominium line.
Open Space Requirement	Both Areas A and B will have the same minimum open space requirement of 20%, to be calculated separately for each area using the total land area contained within each (e.g. at least 20% of all of Area A must be maintained as open space). This requirement is equivalent to the open space required for development in the R-LD district.
Design Requirements	This is not applicable to Area A. For the single-family homes in Area B, the applicant has proposed limitations on the exterior materials to be used so as to be more compatible with those materials commonly found throughout the site's surroundings.
BULK PLANE	LANDSCAPING
This is not applicable to either Area A or B. Area A's existing gymnasium will not be structurally altered so as to change its height, while the single-family homes of Area B will be limited to a maximum height of 35 feet, as measured from finished grade.	Bufferyard C will be required where adjacent to property zoned R-SF, where existing conditions allow. Where existing conditions would not permit the installation of the standard bufferyard C, a reduced bufferyard, prescribed via Section 36-482 (16) shall apply instead. The interior and

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perimeter landscaping requirements of Section 36-482 (9) shall apply to all vehicular use areas.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Comprehensive Plan's Land Use & Development* chapter groups this area into the Traditional Neighborhood Placetype. This placetype is predominately comprised of single-family detached residential dwellings with generally uniform setbacks, building designs, and parcel sizes. Planning within this placetype is intended to improve the neighborhood's quality of place, which can be achieved through a number of strategies including beautification efforts via streetscaping, increasing access and connections with nearby greenway or trail systems, and supporting low-intensity multifamily uses, low-intensity neighborhood commercial uses, or a mix of uses to serve area residents. Multifamily uses are meant to be located along higher classification roadways, near greenways or trails, or in areas identified by residents during the neighborhood planning process. The preservation of residential housing and housing patterns is meant to be prioritized where lots are predominately accessed from side or internal local streets. Furthermore, redevelopment efforts including higher-density housing or commercial uses are to be limited to areas adjacent to identified activity centers, where the redevelopment's anticipated traffic and circulation will not negatively affect the adjoining neighborhood.

Both Areas A and B propose residential densities comparable or even less intense than the R-LD, Low-density multifamily residential district, which permits no more than 18 dwelling units per acre. Area A contains the higher density of the two subareas, with a proposed density of 15.7 dwelling units per acre based on this subarea's acreage. In general alignment with the recommendations of the *Comprehensive Plan*, this area of higher residential density is situated along the periphery of the overall development, fronting on a Collector roadway (W. Talmage Street) on which it would maintain its existing access drive. This area of the proposal would directly oppose an existing elementary school south of W. Talmage Street, and would be located less than one-third of a mile from Doling Park, less than one-half mile from Talmage Trail near Doling Park, and approximately one-quarter mile from the Kearney Street corridor.

Area B, which is interior to the overall site, would contain single-family detached dwellings at a density not to exceed 5.1 dwelling units per acre based on this subarea's acreage. Following the recommendations of the *Comprehensive Plan*, this portion of the development, which more intimately interacts with the existing single-family neighborhood surrounding it, takes principal access from a Local roadway (N. Missouri Avenue) to the north. The lot sizes proposed are comparable to those required within the R-SF district, and all future single-family homes will be subject to bulk regulations and limitations similar to those imposed by the R-SF district. In this way, the overall development containing both Areas A and B provides for a transition of housing types from the north to the south, increasing in density as one approaches W. Talmage Street.

STAFF COMMENTS:

1. The proposed Planned Development No. 383 is split into two parts, Areas A and B. Area A includes the adaptive reuse of the existing gymnasium along W. Talmage Street; the existing structure will remain and infill work will be completed to transform the interior into multifamily housing with both indoor and outdoor amenities for future residents, including an indoor fitness area and laundry facilities, as well as outdoor off-street parking, a playground, a dog park, a resident pavilion, and a grill. The applicant has proposed a total of 33 dwelling units within the existing structure, to include 16 efficiency units, 10 one-bedroom units, and 12 two- to three-bedroom units. With an area of just over two acres, the density for Area A is approximately 15.7 dwelling units per acre, making the residential density comparable to that permitted by the R-LD, Low-density multifamily residential district, which caps its residential density to no more than 18 dwelling units per acre.
2. Area B, which is situated west and south of the Baptist Temple of Springfield's vehicular use area, will be developed to accommodate single-family detached dwellings, all of which will be included within an associated condominium plat, with each future home contained within an individual condominium unit. Area B will share the same outdoor amenities with Area A, listed above, and will connect to Area A via a private drive. The applicant has proposed a total of 22 single-family homes in Area A, spread across over four acres of land for a density of 5.1 dwelling units per acre. This density is below the maximum density permitted within the R-SF, Single-family residential district, which caps its residential density to no more than seven dwelling units per acre.

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3. Combining the land area of both Areas A and B yields a total of 6.4 acres of land. Combining the dwelling unit subtotals of both Areas A and B results in a proposed total of 55 dwelling units. The resulting density for the entire development equals 8.6 dwelling units per acre, a density permitted within the R-TH, Residential townhouse district which caps its residential density to no more than 11 dwelling units per acre. For context, the least dense residential district, the R-SF, Single-family residential district, permits up to seven dwelling units per acre.
4. In order to better complement the existing residential neighborhood which surrounds this property, the applicant has proposed a number of measures to not only integrate the proposal into the neighborhood, but also insulate the neighborhood against this new development. All of the condominium units are dimensioned so as to emulate the minimum lot dimensions for development in the R-SF district, and all of the new single-family homes will be subject to setbacks similar to or even more intense than what would be required of development in the R-SF district. In addition, the applicant has agreed to impose certain exterior material limitations to ensure the quality of the product proposed and a sense of cohesion between the new development and its existing surroundings. Along this site's perimeter, where adjacent to neighboring properties, the applicant has proposed the installation of bufferyard C, including a six-foot wooden privacy fence as a form of screening, reinforcing the existing neighborhood's sense of privacy and further beautifying the development and community.
5. The applicant has proposed a number of outdoor amenities for the residents of this development, including two 3,000 square foot dog parks, a playground, a pavilion, and a grill, with associated bench seating throughout. These types of amenities help to bolster a development's quality of place and sense of community by providing space for residents to recreate together in a variety of ways.
6. The proposed rezoning was reviewed by City departments whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on December 22, 2022. A summary of the meeting and sign-in sheet is attached (Attachment 2). Neighborhood correspondence by email and comment cards are also attached (Attachment 3).

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: 178 Returned: 1

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DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS PLANNED DEVELOPMENT 383

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the Planned Development's site plan or language. Electric, gas, and water extensions, where needed or desired, can be provided per City Utilities' extension policy. New easements may be needed to facilitate this.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with the Planned Development. Each lot has access to public sewer. Each condominium unit will be served by private sewer which will not be maintained by the City of Springfield. The condominium units will need to define the open space, access, and maintenance rights for each unit either on a future final plat or covenants.

FIRE DEPARTMENT:

The installation of fire hydrants and fire access lances shall comply with the 2018 IFC.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

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

Public Works – Stormwater concurs with the proposed Planned Development narrative. The included comment for 120% detention assists in preventing downstream flooding concerns. The PD narrative also includes the requirement to return the runoff to sheet flow prior to exiting the property. Both of these comments were proposed by Public Works – Stormwater during the pre-development review process with the property representative. The properties at 739 W. Talmage Street and 2655 N. Grant Avenue drain through the adjacent R-SF properties (2638 – 2724 N. Broadway Avenue). Stormwater infrastructure only starts in the vicinity of N. Broadway Avenue and W. Woodridge Street.

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

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual, Version April 2022.

<https://www.springfieldmo.gov/DocumentCenter/View/57515/Flood-Control-and-Water-Quality-Protection-Manual-April-2022>

Detention Requirements:

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1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Section 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in-lieu-of detention may be allowed per the Director of Public Works.
 - a. Detention is required and a fee in-lieu-of detention for this development will not be permitted. Both lots primarily drain to the west through residential properties until reaching a low area at the intersection of N. Broadway Avenue and W. Woodridge Street. This intersection is the start of a stormwater culvert/channel system that conveys stormwater further downstream but needs further improvement. This intersection has documented flooding on private property from City of Springfield Service Requests.
 - b. Any stormwater infrastructure serving more than one property needs to be submitted on public improvement plans. <https://www.springfieldmo.gov/DocumentCenter/View/55360/Sept-2021-Design-Standards>.
 - c. Detention must be built and approved prior to the issuance of any building permit. If this is not possible, submit a temporary stormwater plan with your plan submittal. If it is an above-ground basin then as-builts will be required. The as-builts must be submitted and approved prior to the release of the certificate of occupancy.
2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Section 4.1.4.
 - a. To a public right-of-way (1); a recorded drainage easement, continuing to public right-of-way or public drainage system (2); or a certified natural watercourse (3).
 - b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.
 - c. For this development, Public Works – Stormwater recommends all stormwater is discharged through a level spreader or vegetated filter strip such that the stormwater is returned to an overland sheet flow before exiting the property. Chapter 10 Section 8.0 outlines the design considerations for filter strips and level spreaders.

Water Quality Requirements:

1. Water quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the City Limits of Springfield that disturb one or more acres. Including projects less than one acre that are part of a large common plan of development or sale that will disturb one or more acres over the life of the project. Chapter 10 Section 2.0.
 - a. Water quality is required based on the disturbance of greater than one acre.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required with disturbing one or more acres per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
2. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - a. The engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the engineer to make any observations necessary during construction to certify the measures.
3. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by Environmental Services – Water Quality per Chapter 12 Section 3.0.
4. Include on the plans a calculation of the existing impervious surface area, existing open space area, post-development impervious surface area, and post-development open space area. Per Chapter 4 Section 3.0 for detention summary.
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

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DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

The City's Transportation Plan classifies N. Grant Avenue as a Secondary Arterial, W. Talmage Street as a Collector roadway, and N. Missouri Avenue as a Local – Residential roadway. The standard right-of-way width for N. Grant Avenue is 35-feet from the centerline, 30-feet from the centerline of W. Talmage Street, and 25-feet from the centerline for N. Missouri Avenue. It appears as additional five feet of right-of-way is needed along N. Grant Avenue. It appears no additional right-of-way is needed along W. Talmage Street or N. Missouri Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right-of-way area. N. Grant Avenue, W. Talmage Street, and N. Missouri Avenue are all city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for N. Grant Avenue is 6,936 vehicles per day and for W. Talmage Street is 1,419 vehicles per day. There are no traffic counts for N. Missouri Avenue since it is classified as a Local roadway. On-street parking is not allowed along N. Grant Avenue. On-street parking is allowed on W. Talmage Street and N. Missouri Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Talmage Street. Access will be allowed from N. Missouri Avenue that meets current City of Springfield spacing requirements set forth in City Code Chapter 98. No additional access will be allowed to W. Talmage Street. No access will be allowed to the property from N. Grant Avenue.

SIDEWALK

There is existing sidewalk along the property frontage on N. Grant Avenue. There is currently no sidewalk along the property frontage on W. Talmage Street or N. Missouri Avenue. The developer will be required to install sidewalk in accordance with the City of Springfield Public Works Design Guide along W. Talmage Street and N. Missouri Avenue at the time of development. The developer also has the option to seek approval to pay a fee in-lieu-of construction by apply to the Administrative Review Committee. If approved, the fee must be paid prior to the approval of a building permit. The current fee is \$31.46 per linear foot of sidewalk to be constructed.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning request. There are no bus stops along the property frontage of this development; however, there is one to the north of the property and one to the south on N. Grant Avenue. The proposed development is in an area that provides for multiple direction connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was required and has been accepted. No improvements are required based on the Traffic Impact Study; however, there is a portion of N. Missouri Avenue that is not completed on its east side, which abuts this property. This portion of N. Missouri Avenue is required to be completed to the southern limits of the existing right-of-way for N. Missouri Avenue, including a turn-around.

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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	N. Grant Avenue	Secondary Arterial	No	30	35
Street 2	W. Talmage Street	Collector	Yes	30	30
Street 3	N. Missouri Avenue	Local – Residential	Yes	25	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		24	30	288	
*Proposed Trips Generated		25	31	381	
Additional Trips Generated		1	1	93	

*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:

EXHIBIT 1

Requirements and Standards Applicable to Planned Development District No. 383

A. APPLICATION

Building or other permits may not be issued for development permitted by this Planned Development nor can any changes be made to this property until the Final Development Plan has been approved in the manner described at the end of this exhibit.

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

B. INTENT

Planned Development No. 383 includes two parcels of property: the Baptist Temple Gymnasium (Parcel ID 130240311, also referred to as “Area A”) located at 739 W. Talmage Street and the associated track field to its north (Parcel ID 1302403092, also referred to as “Area B”). The proposal includes the adaptive use of the gymnasium, Area A, for competitively priced multifamily housing, as the structure is no longer used by the church and has fallen into disrepair. Area B, to the north, contains 22 single-family homes to be located within a condominium plat, providing an increased intensity of development as one travels from the north end of the proposal area to the south. Where the proposal area abuts existing single-family homes, Planned Development No. 383 provides for the installation of bufferyards and privacy screening. The proposal allows for uses traditionally accessory to residential uses, such as outdoor recreation areas, and provides stormwater management infrastructure in excess of City standards to help offset the development’s stormwater impact on adjacent and downstream properties.

C. DEFINITIONS

The definitions contained in the *Springfield Zoning Ordinance* shall apply to this ordinance.

D. USES PERMITTED

(1) *Area A*. The following uses shall be permitted within Area A, as depicted in Exhibit 2:

- a. Adaptive use of nonresidential structures in residential districts;
- b. Accessory uses, as permitted by *Section 36-450* of the *Springfield Zoning Ordinance*; and
- c. Accessory off-street parking facilities as depicted in Exhibit 2.

(2) *Area B*. The following uses shall be permitted within Area B, as depicted in Exhibit 2:

- a. Residential condominiums (single-family detached);

- b. Accessory uses, as permitted by *Section 36-450* of the *Springfield Zoning Ordinance*; and
- c. Accessory off-street parking facilities as depicted in Exhibit 2.

E. USE LIMITATIONS

- (1) *Noise standards.* All uses shall operate in accordance with the noise standards contained in *Section 36-485* of the *Springfield Zoning Ordinance*.
- (2) *Nuisance.* No use shall emit an odor that creates a nuisance as determined by the *Springfield City Code*.

F. INTENSITY OF DEVELOPMENT

- (1) *Maximum residential density.*
 - a. Area A: The maximum density within Area A shall be 15.7 dwelling units per acre of Area A (2.1 acres), for a total of 33 dwelling units.
 - b. Area B: The maximum density within Area B shall be 5.1 dwelling units per acre of Area B (4.3 acres), for a total of 22 single-family detached homes.
 - c. Proposal Area Total: The maximum density for the entirety of both Areas A and B (6.4 acres) shall not exceed 8.6 dwelling units per acre, for a total of 55 dwellings/dwelling units.

G. BULK, AREA AND HEIGHT REQUIREMENTS

- (1) *Generally.* The requirements and standards for the R-LD, Low-density multifamily residential district of *Section 36-382* of the *Springfield Zoning Ordinance*, in effect at the time of development, shall apply except where the existing gymnasium and access drive conflict with such requirements and limitations, as identified in Exhibit 2, and as identified per proposal area below.
- (2) *Area A.* The height of the existing nonresidential structure shall not be increased.
- (3) *Area B.* The maximum height of all future structures shall not exceed two stories or 35 feet in height above finished grade.

H. DESIGN REQUIREMENTS

- (1) *Area A.*
 - a. *Adaptive use window treatments.* All exterior windows of the existing gymnasium shall meet the requirements of the Building Code, in effect at the time of development.
 - b. *Area amenities.* The following outdoor amenities shall be provided within Area A as depicted in Exhibit 2: a playground; a 3,000 square foot dog park; a pavilion; and a community grill.

(2) *Area B.*

- a. *Building exterior finishes.* All new structures shall utilize exterior finishes compatible with that of the other residential buildings in the surrounding neighborhood, including brick, beveled siding, board and batten siding, and/or architectural stone. The Administrative Review Committee shall have the authority to review and approve the use of other exterior finishes, such as vinyl siding, aluminum siding, steel siding, etc. at their discretion.
- b. *Pedestrian circulation.* Internal sidewalks shall connect building entrances to one another and to sidewalks on adjacent public and/or private streets via a minimum four-foot-wide sidewalk. Fences, landscaping, and other site improvements shall be located so as not to impede safe and convenient pedestrian circulation.
- c. *Area amenities.* The following outdoor amenities shall be provided within Area B as depicted in Exhibit 2: a 3,000 square foot dog park; a park bench; and a community grill.

(3) *Regarding district amenities.*

- a. The operation and maintenance of these district amenities shall be the responsibility of a duly authorized property owners' association.
- b. The construction and installation of the district amenities shall be phased in accordance with the **PHASING** section below.

I. OPEN SPACE, LANDSCAPING & SCREENING

- (1) *Open space requirements.* The minimum open space requirements for the R-LD, Low-density multifamily residential district of *Section 36-382* of the *Springfield Zoning Ordinance*, in effect at the time of development, shall apply.
- (2) *Bufferyard requirements.* Bufferyard C, as detailed in *Section 36-482* of the *Springfield Zoning Ordinance*, shall be required where adjacent to property zoned R-SF, Single-family residential district and where existing conditions allow. A six-foot wooden privacy fence is required along those bounds depicted in Exhibit 2.
- (3) *Vehicular use area requirements.*
 - a. *Interior landscaping.* The requirements and standards of *Section 36-482 (9) (a)* of the *Springfield Zoning Ordinance*, in effect at the time of development, shall apply.
 - b. *Perimeter landscaping.* The requirements and standards of *Section 36-482 (9) (b)* of the *Springfield Zoning Ordinance*, in effect at the time of development, shall apply.
- (4) *Landscaping standards.*
 - a. All plantings shall be provided using species of vegetation native to or naturalized within the state of Missouri, as identified by the Missouri Department of Conservation.
 - b. The preservation of healthy, existing trees of an approved species at 4 ½ inches

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caliper shall count as two trees when considering the fulfillment of the tree planting requirements of this district.

- c. Upon installation or preservation of required landscape materials, appropriate measures shall be taken to ensure their continued health and maintenance. Required materials that do not remain healthy shall be replaced consistent with this ordinance.

(5) *Screening and fencing.*

- a. The requirements and standards of *Section 36-480 of the Springfield Zoning Ordinance*, in effect at the time of development, shall apply.

J. EXTERIOR LIGHTING

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

K. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shown in Exhibit 2 shall be governed by the existing standards of the *City of Springfield* for the applicable street classification. In addition, internal vehicular access between Areas A and B is required as depicted in Exhibit 2.

L. OFF-STREET PARKING

The requirements and standards of *Sections 36-455, 36-456 and 36-483 of the Springfield Zoning Ordinance*, in effect at the time of development, shall apply.

M. SIGNS

The requirements and standards of *Section 36-454 of the Springfield Zoning Ordinance*, in effect at the time of development, shall apply.

N. REQUIRED IMPROVEMENTS

All utilities and utility connections within the district shall be located underground, including but not limited to electrical and telephone cables, security and other telecommunication systems, and wire. Transformers, meters of any type (including electric, gas, or other meters), and other apparatus must be adequately screened and landscaped.

(1) *Sanitary sewer.*

- a. The proposal area has access to public sewer; however, each condominium unit shall be served by private sewer, which will not be maintained by the City of Springfield. On the final plat or within the covenants, the open space, access, and maintenance rights for each condominium unit's sewer must be clearly defined.

(2) *Traffic.*

- a. An additional five feet of public right-of-way must be dedicated along the property's frontage on N. Grant Avenue.
- b. Sidewalk is required to be constructed along the property's frontage on both W. Talmage Street and N. Missouri Avenue in accordance with *City Code Section 36-*

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471, or a request can be filed with the Administrative Review Committee for the approval of a fee in-lieu-of sidewalk construction.

- c. N. Missouri Avenue is required to be extended to the southern limits of existing right-of-way, and an emergency turnaround must be provided. The extension must be submitted as a Public Improvement Plan and the improvement must be constructed, or funds escrowed, prior to the approval of a building permit.
- d. All driveway approaches shall comply with *Public Works Standard Drawing ST-9* and *City Code Section 98*, except where the proposal shall deviate from such requirements as depicted in Exhibit 2.
- e. On-site parking and circulation shall comply with *Public Works Standard Drawing ST-6* and *City Code Sections 36-455* and *36-483*, except where the proposal shall deviate from such requirements as depicted in Exhibit 2.

(3) Stormwater.

- a. Stormwater detention capable of holding 120% of the City's standard detention for the proposal area shall be provided in general conformance with Exhibit 2. Furthermore, all stormwater runoff must return to sheet flow prior to exiting the proposal area.
- b. The Development District will be adding more than one acre of impervious surface; as a result, water quality improvements must be designed and constructed in accordance with *Chapter 10, Section 2* of the *City's Flood Control and Water Quality Protection Manual*.
- c. Operation and maintenance agreements shall conform with *Chapter 12, Section 3.0* of the *City's Flood Control and Water Quality Protection Manual*.
- d. Planned Development No. 383 will be adding more than one acre of impervious surface; as a result, a City Land Disturbance Permit and Stormwater Pollution Prevention Plan (SWPPP) shall be prepared and submitted in accordance with *City Code Section 96-44*.

(4) Utilities.

- a. Water, gas, and electric service extensions, where needed or desired, can be provided per City Utilities' extension policy; however, such extensions may require the approval of new easements.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities shall be assumed by a duly authorized property owners' association meeting all legal requirements prescribed by the City Attorney.

P. PHASING

Development shall be phased. All public improvements directly related to each phase will be completed at the time of the phase's development. The improvements serving the District as a whole and the adjoining areas are to be completed in a sequence assuring full utility of the District as a whole and all areas within the District so that future public improvements required

by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

Q. FINAL DEVELOPMENT PLAN

Areas A and B will require separate approvals.

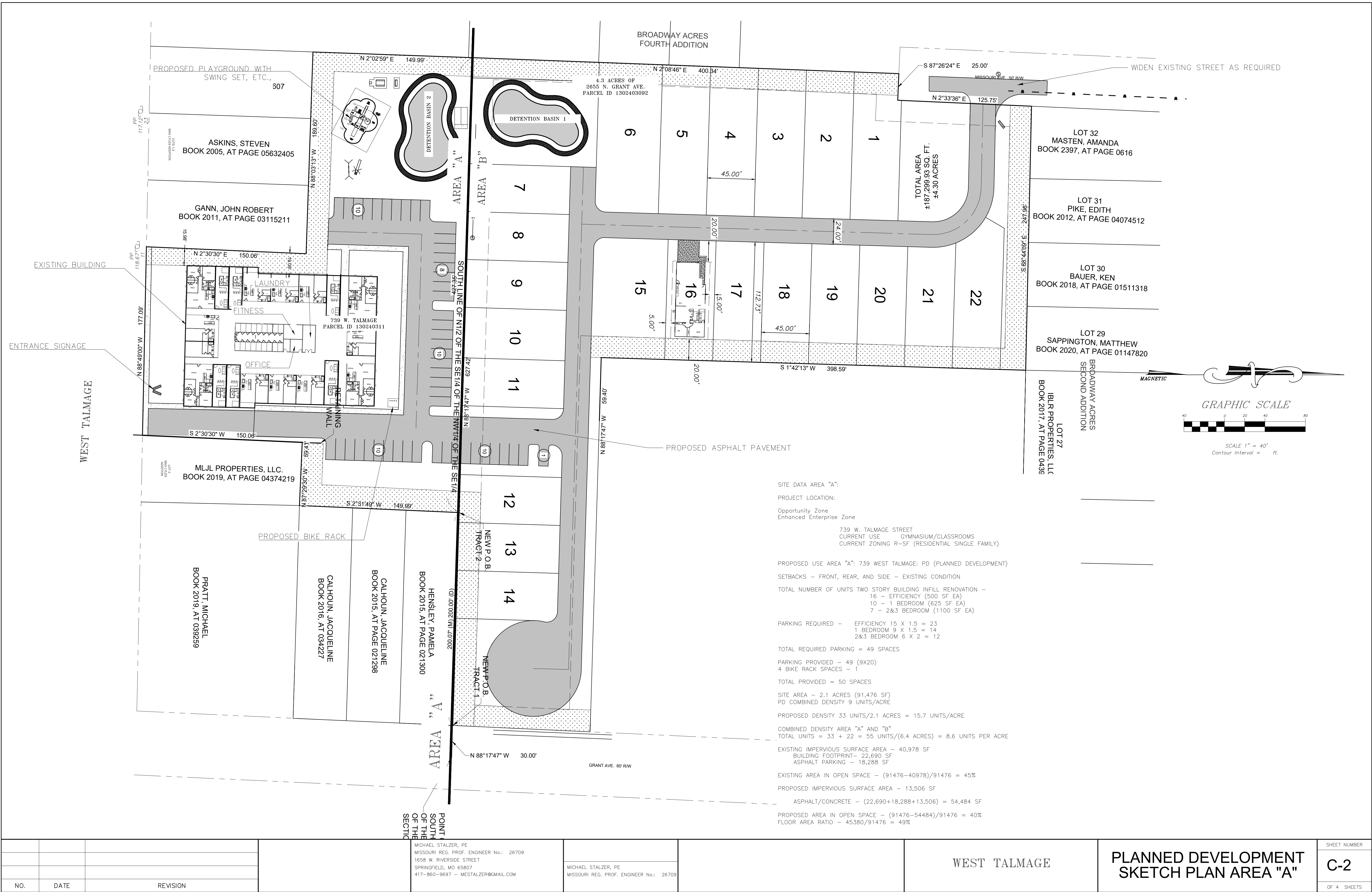
A Final Development Plan for Area A, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this Exhibit. Development in this District shall be in accordance with the approved final development plan.

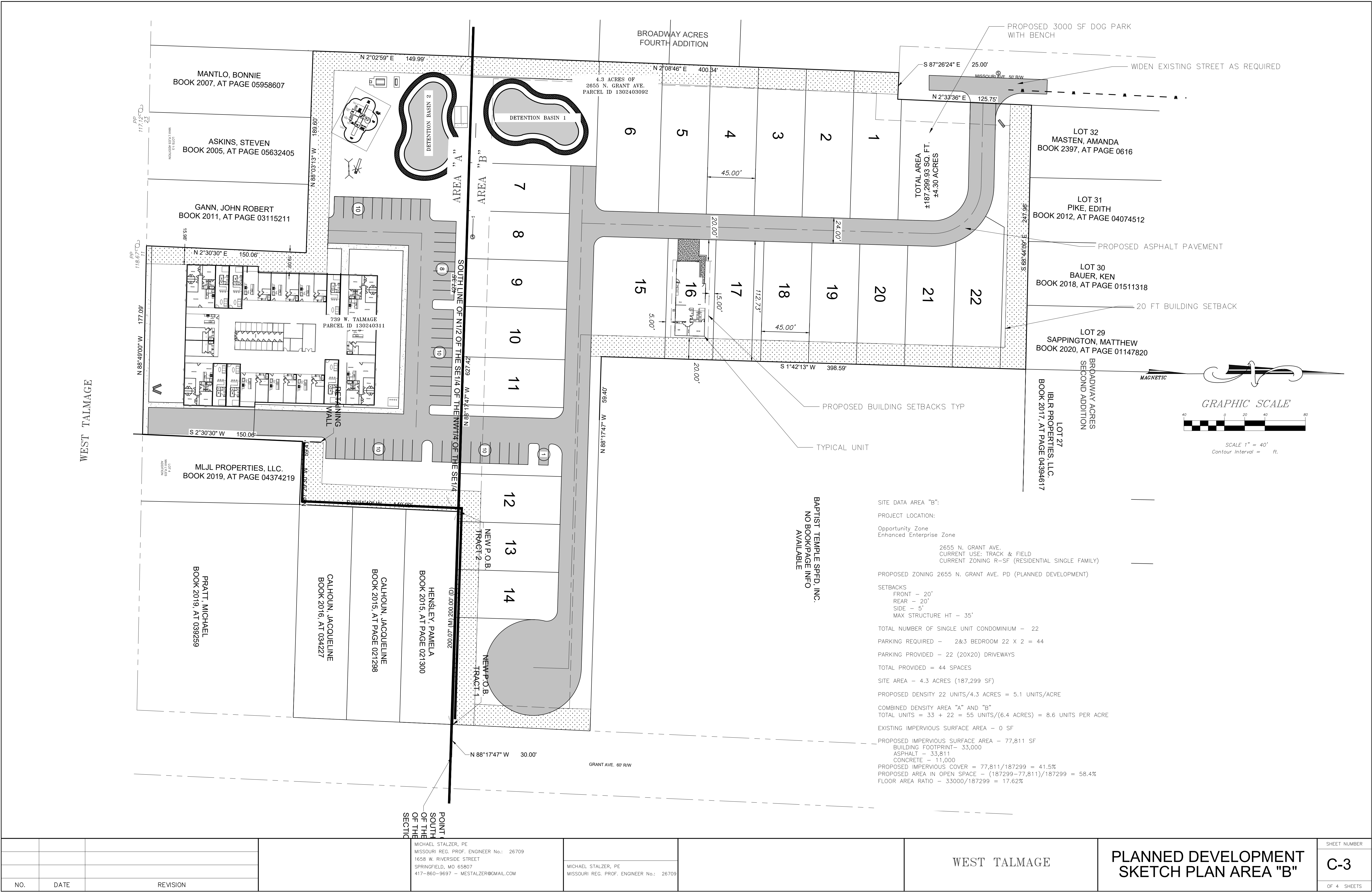
A Final Development Plan shall only be approved if it is in substantial conformance with Exhibit 2 as defined by *Section 36-405 (9) (c) of the Springfield Zoning Ordinance*.

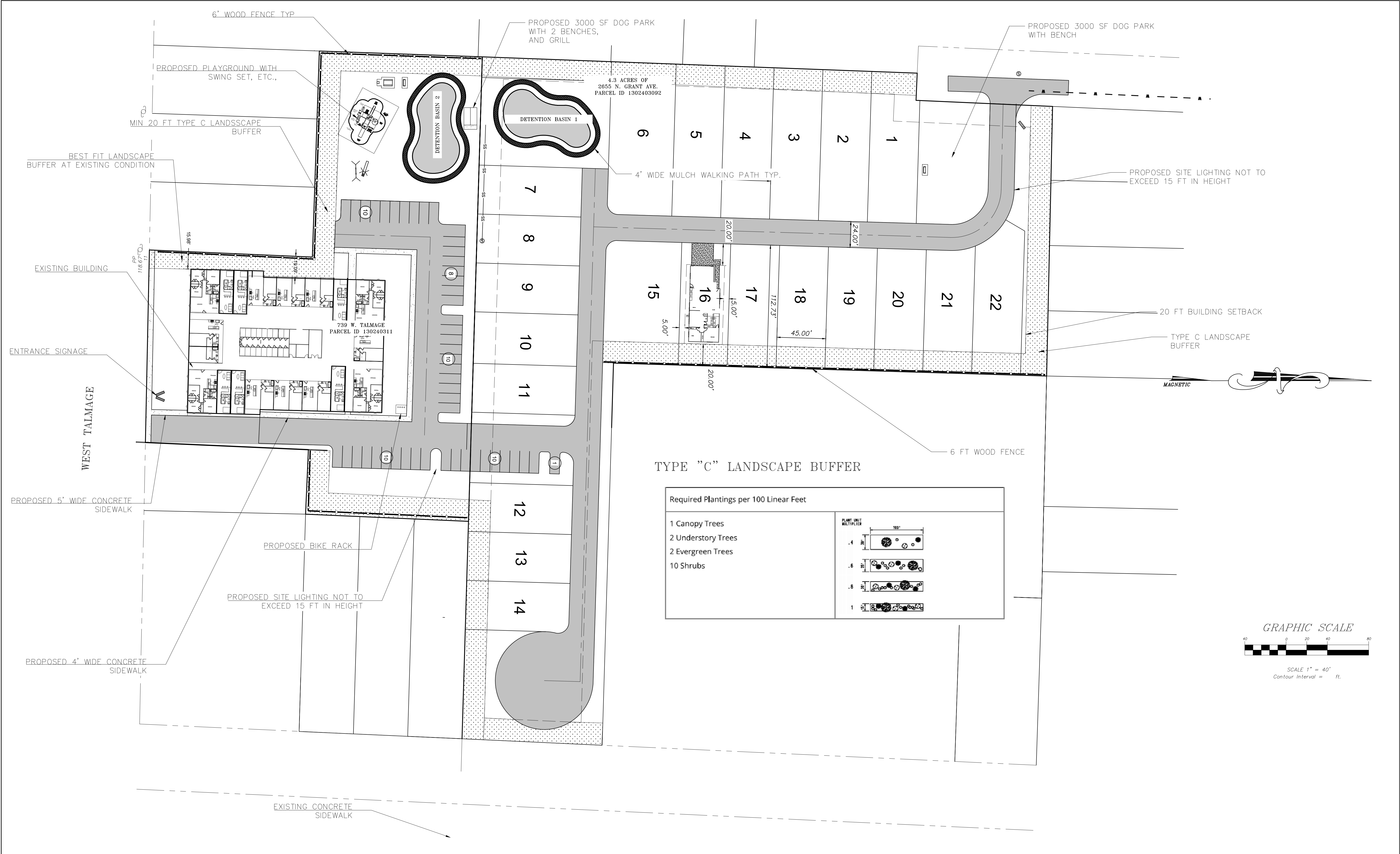
The Final Development Plan shall be submitted to the Administrative Review Committee for final action, either as a whole or in phases. The Administrative Review Committee is hereby authorize, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

- (1) Any uses within the District other than those specifically prescribed by the ordinance; or
- (2) Any increase in the intensity of the use permitted within the District.

For Area B, the Final Development Plan must be submitted in the form of a preliminary plat, provided the plat is prepared in accordance with the requirements, standards, and intent of this Exhibit. Development in this District shall be in accordance with the approved Final Development Plan.







			MICHAEL STALZER, PE MISSOURI REG. PROF. ENGINEER No.: 26709 1658 W. RIVERSIDE STREET SPRINGFIELD, MO 65807 417-860-9697 - MESTALZER@GMAIL.COM	MICHAEL STALZER, PE MISSOURI REG. PROF. ENGINEER No.: 26709		WEST TALMAGE	AMENITY & BUFFER YARD PLAN	SHEET NUMBER C-4 OF 4 SHEETS
NO.	DATE	REVISION						

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-SF to R-LD and Single Unit Condominium
(existing zoning) (proposed zoning)
2. Meeting Date & Time: _____
3. Meeting Location: First Baptist Church Sanctuary
4. Number of invitations that were sent: Per city mailing list
5. How the mailing list was generated: Assessor's Office Web Site
6. Number of neighbors in attendance (attach a sign-in sheet): _____
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).

*Stormwater - Detain 20% of undeveloped thru
Density - show building footprint for single
unit condo. - show on plan typical footprint.*

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

I, Michael Skizer (print name), attest that the neighborhood meeting was held on
12/22/2020 (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

Michael Skizer

Printed name of person completing affidavit

DATE:	12-15-2022	Telephone No.	417-631-1313
YOUR NAME:	Patti Nelson		
YOUR ADDRESS:	928 W. Woodridge		
PROJECT ADDRESS:	739 W. Talmage & 2655 N. Grant.		

COMMENTS: I have lived at this address for 29 years & have had issues with flooding since I've moved in. When the ground is saturated it runs like a river from the gymnasium on Talmage down into my back yard. I have a city storm drain in my back yard, when that doesn't take it all in it runs to the street. I have had it up to my back door & cars have been flooded out sitting in front of my house. It would be a disaster for me & my neighbors if proper drainage was not installed!!

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
 Application for Zoning Map Amendment & Planned Developments
 *Fees are non-refundable

ATTACHMENT 3

From: [laurie grant](#)
To: [McGinnis, Kyle](#)
Subject: Development 383 739 W Talmage
Date: Thursday, January 12, 2023 11:05:43 AM

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

Good morning and Thank You for listening to my concerns. Some of us in the neighborhood will be attending the meeting this evening. Many in our neighborhood are either elderly and not able to get out, working, have children or disabled at home to care for, or of course some who just plain don't care. After talking with many of my neighbors, our main concern is the additional traffic and impact on the safety of our children.

I am a resident of the Watkins/Reed/Hillcrest school area and along with many of my neighbors am concerned about the safety of the children in this area. There is a proposed development, Development # 383, located directly across from the front entrance of the Watkins Elementary school. The proposed plan is to Rezone the property and build apartments and condos on the approx. 6 1/2 acres currently for sale by Baptist Temple church. The parking lot would open directly across from the front entrance of Watkins on Talmage, where all the children go in and out of the school, and the walkers have to cross the street to get to the school. Cars dropping off and picking up the children line up both ways down Talmage street and around the corners on Grant and Broadway at these times during the day. The second entrance/exit to this proposed complex parking lot would be onto the dead end of Missouri street and then onto Woodridge where there are no sidewalks forcing walkers to walk in the narrow street and around cars parked in the street, then on to Broadway which is already a busy street. This would create a hazard to the children and parents walking to school and to the school bus pickups. The traffic survey done by the city planners estimate an additional 1,152 daily car trips added to our streets, from the proposed complex. With many children in this area having to fend for themselves and get themselves to school, these added dangers are just not acceptable. There are already many days when there isn't even a crossing guard for the busy intersections near the school.

The proposed development is for 32 apartments inside the old gymnasium and 22 single family homes which would be located behind the gymnasium. This could create a huge impact on the schools' population also. It would be wonderful to have someone rehab the old gymnasium into something useful before it falls in but at what cost to our children's safety?

Again, thank you for listening to my concerns and those of many of my neighbors. I wanted to be you are aware of the potential problems this development and additional traffic would create.

Laurie Brotherton
2708 N Broadway
417-838-0344



Scott Brown on iPad



EXPLANATION TO COUNCIL BILL 2023-035 (HARDINGER)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Finance

PURPOSE: A special ordinance amending the General Fund budget for the City Clerk for the City of Springfield, Missouri, for Fiscal Year 2022-2023, by appropriating a portion of the accumulated carryover funds and increasing expenses in the amount of \$90,000 for special election costs related to the referendum petition of the rezoning of certain properties on South Lone Pine Avenue.

BACKGROUND INFORMATION: The Fiscal Year 2022-2023 budget does not provide funds for the special election costs related to the November 2022 rezoning of 3503, 3521, 3527, and 3535 South Lone Pine Avenue. To cover the cost of the special election, the City wishes to amend the General Fund budget for the City Clerk's operating budget to provide funds incurred for this special election. The special election costs are a one-time expense and are not part of the normal budget provided to the City Clerk's budget. The City will appropriate \$90,000 of carryover funds to cover these costs.

Submitted By: Teresa Allen, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Collin Quigley, Deputy City Manager 1/25/2023

Attachments:

1. Special Election Expense_ord
2. Election Exp Approp BA

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 01-31-23

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-035

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the General Fund budget for the City Clerk for the City of Springfield,
2 Missouri, for Fiscal Year 2022-2023, by appropriating a portion of the
3 accumulated carryover funds and increasing expenses in the amount
4 of \$90,000 for special election costs related to the referendum petition
5 of the rezoning of certain properties on South Lone Pine Avenue.
6
7

8 WHEREAS, on September 21, 2020, City Council passed General Ordinance
9 6614 rezoning property located at 3503, 3521, 3527, and 3535 South Lone Pine
10 Avenue from single-family residential, general retail, and limited business district to
11 Planned Development No. 374, and subsequently a referendum petition regarding
12 General Ordinance 6614 was submitted; and
13

14 WHEREAS, on December 14, 2020, City Council adopted Special Ordinance
15 27441 calling an election on August 3, 2021, to submit to voters a question as to
16 whether or not to approve General Ordinance 6614; and
17

18 WHEREAS, on June 27, 2022, after court proceedings regarding the referendum
19 election, City Council, through Special Ordinance 27721, amended Special Ordinance
20 27441 to revise the date of the election called in Special Ordinance 27441 to November
21 8, 2022; and
22

23 WHEREAS, the Fiscal Year 2022-2023 budget does not currently provide funds
24 for the special election costs related to the November 8, 2022, special election called for
25 by Special Ordinance 27441; and
26

27 WHEREAS, the City wishes to amend the budget for Fiscal Year 2022-2023 to
28 provide for \$90,000 in costs incurred for the November 8, 2022, special election.
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 General Fund budget for the City Clerk for Fiscal Year 2022-

2023 is hereby amended in the accounts and in the amounts shows on Budget Adjustment No. 034, which is attached hereto and incorporated herein by this reference as "Exhibit A."

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
034

Revenues:

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

Expenditures:

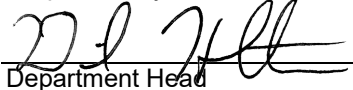
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	05	12010	502190	000000	00000	\$ 90,000	Election Expense
Net Expenditure Adjustment						\$ 90,000	

Fund Balance Appropriation:

Fund	Title	Amount
10110	General Fund - Fund Balance	\$ (90,000)

Explanation: To amend the FY2022-23 budget by appropriating General Fund accumulated carryover fund balance for the special election costs from the petition of the rezoning of South Lone Pine.

Requested By:

 1-31-2023
Department Head Date

Approved By:

 1-31-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-035
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-036

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Finance

PURPOSE: A general ordinance amending the Fee Schedule for certain City services as provided in the Springfield City Code, by making such adjustments as provided in the attached "Evaluation of Charges for Municipal Services;" and adopting new fees for certain City services. (The Finance and Administration Committee recommends approval.)

BACKGROUND INFORMATION: Annually, the Budget and Evaluation Division of the Finance Department reviews fees for municipal services. The fees are reviewed to determine if reasonable and appropriate levels of cost recovery are being maintained. Adjustments to municipal fees are recommended based on the policy statement included in the fee study and the recommendations of the Finance and Administration Committee from its January 18, 2023 meeting.

The schedules of fees and charges evaluated are attached as "Exhibit A." Per the policy, approximately one-third of the fees are fully evaluated on an annual rotating basis. The remaining two-thirds of the fees not included in "Exhibit A" will increase by the Consumer Price Index of 9.1% for FY23-24 to keep pace with inflation.

108 fees are included in the evaluation of charges and the cost recovery of the recommended fees is 99.9% percent (excluding Enterprise Charges which require special consideration).

All fees are recommended by staff to be effective July 1, 2023.

REMARKS: The evaluation report, including the recommended fee adjustments, was presented and approved for Council consideration by the Finance and Administration Committee at its January 18, 2023 meeting.

Submitted By: Teresa Allen, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 1/25/2023

Attachments:

1. Various Charges for Municipal Services_Ord
2. Exh A - Eval of Charges for Muni Svc

One-rdg. _____
P. Hrngs. _____
Pgs. 44
Filed: 01-31-23

Sponsored by: Lear, Hardinger,
Schilling, & Simpson

First reading: _____

Second reading: _____

COUNCIL BILL 2023-036

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fee Schedule for certain City services as provided in the
2 Springfield City Code, by making such adjustments as provided in
3 the attached "Evaluation of Charges for Municipal Services;" and
4 adopting new fees for certain City services. (The Finance and
5 Administration Committee recommends approval.)
6
7

8 WHEREAS, City Code Section 2-425 authorizes the City to charge various fees
9 in amounts contained on schedules adopted by Ordinance and on file with the City
10 Clerk; and
11

12 WHEREAS, an "Evaluation of Charges for Municipal Services," attached hereto
13 as "Exhibit A," has been compiled by the City's Finance Department in accordance with
14 the Policy Statement adopted by City Council on October 5, 2020, with the passage of
15 Resolution 10526; and
16

17 WHEREAS, "Exhibit A" contains the Fee Schedules for various City fees to be
18 charged for certain services; and
19

20 WHEREAS, the "Evaluation of Charges for Municipal Services," and
21 accompanying Fee Schedules were presented to the Finance and Administration
22 Committee, at the Committee's meeting on January 18, 2023; and
23

24 WHEREAS, said Committee recommended that said Evaluation and Fee
25 Schedules be forwarded to City Council for adoption; and
26

27 WHEREAS, a public hearing was held on February 6, 2023, concerning the
28 proposed changes to the City's current fee ordinance; and
29

30 WHEREAS, all fees shall be effective July 1, 2023.
31

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

34 Section 1 – City Council hereby adopts the Fee Schedules contained within the
35 “Evaluation of Charges for Municipal Services,” which is attached hereto and
36 incorporated herein by this reference as “Exhibit A,” a copy of which shall be maintained
37 on file with the City Clerk pursuant to Section 2-425 of the City Code.

38
39 Section 2 – The fees and charges included in “Exhibit A” are hereby amended
40 and approved, and the schedule of fees and charges shown in “Exhibit A” for various
41 departments of the City are hereby adopted.

42
43 Section 3 – City officials are authorized to charge the fees shown on “Exhibit A,”
44 as “Recommended Charges and Cost Recovery” as of the effective date of July 1,
45 2023.

46
47 Section 4 – The two-thirds of City-imposed fees or charges not included in
48 “Exhibit A” will increase by the Consumer Price Index of 9.1% on July 1, 2023.

49
50 Section 5 – This Ordinance shall be in full force and effect from and after
51 passage.

52
53 Passed at meeting: _____

54
55
56 _____
57 Mayor

58 Attest: _____, City Clerk

59
60 Filed as an Ordinance: _____

61
62
63 Approved as to form: Jill Burris, Assistant City Attorney

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

EVALUATION OF CHARGES FOR MUNICIPAL SERVICES

BASED ON 2022 FISCAL YEAR ACTIVITY



DEPARTMENT OF FINANCE
BUDGET AND EVALUATION

MISSION

The people of our community are the only
reason we are here.

Therefore,

We are committed to

WORKING WITH THE COMMUNITY

to provide ethical and responsible local government
so that everyone can enjoy the benefits
of living and working in Springfield.

We will achieve this through:

Integrity and Pride of Service

in everything we say and do, and with dedication to quality.

Cooperation and Communication

with one another and with citizens to ensure open government,
and open management with no surprises.

Continuous Improvement of Services

through cost-effective utilization of,
people, materials, equipment and technology.

Leadership and Knowledge

through staff training and development.

Innovation

in how we meet present and future needs of our city.

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3

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Fee Study Overview

Fees and charges for various City services are required to be established by Ordinance and on file with the City Clerk pursuant to Section 2-425 of the Springfield City Code. Fees established are evaluated using the criteria below:

1. This evaluation shall utilize information on Service Efforts and Accomplishments (SEAs) for each category of charges as compiled by the various departments.
2. The report will be reviewed by the City Council Finance and Administration Committee before submittal to the full Council. The final report shall be submitted to the full Council no later than February 15.
3. If approved by City Council, fee changes and new fees are effective on July 1, unless otherwise stated in the proposed ordinance.
4. The following general guidelines were used in the annual evaluation:
 - We will recover 100 percent of the related cost to provide the service except in the instance of Hazelwood Cemetery and some Springfield-Greene County Health Department fees.
 - The director of finance shall determine the annual percentage change in costs by using the All-Urban Consumer Price Index (CPI) to determine the increase, if any, from the previous 12 months. Per City Code Sec. 2-425(b). One-third of fees will be fully evaluated on an annual rotating basis. The remaining two-thirds of fees not evaluated, will increase by the CPI to keep pace with inflation.
 - Some Springfield-Greene County Health Department fees require special consideration. They are intentionally set below 100% cost recovery for public health and welfare purposes such as animal shelter turn-ins and impoundments, and vaccine administration for food handlers. These fees should not be so high it discourages use by the public.
 - Three food permit fees were not at 100% cost recovery at the passage and implementation of the FY2020-21 fee rates. The Springfield-Greene County Health Department requests these fees continue to go up incrementally at 10% plus CPI per year until 100% cost recovery is achieved.
 - Any efficiency achieved in the process of providing a service, which reduces costs, should be accompanied by a corresponding reduction in the related charges for services.
 - Enterprise funds are determined differently than other fees in the fee study. They are established to recover operating costs as well as long-term capital investments. They are included in the fee study to ensure annual review.
 - Administrative boards, such as Parks, Art Museum and the Airport are allowed to review and set their own schedule of charges. Accordingly, charges set by these boards are not reviewed as part of this evaluation.

BASED ON 2022 ACTIVITY

The Budget and Evaluation Section of the Finance Department has completed the annual review of the City’s charges for municipal services. These charges are reviewed to determine if reasonable and appropriate levels of cost recovery are being maintained. Recommended fee adjustments from the current evaluation based on FY2021-22 data are presented in this report.

OVERVIEW

The term “cost” in relationship to municipal services is the total of the allocable cost of direct and indirect labor, supplies, charges, and capital outlay used to provide each specific service. Allocations for both departmental and city-wide administrative overhead are also included in the cost determination.

Service Efforts and Accomplishments (SEAs) measures used to review the charges for services include, as appropriate, the following:

Measures of Efforts

- Non-financial resources
 - Number of labor hours, by position, expended to deliver services
- Financial resources
 - Fully burdened labor costs, by position, expended to deliver services
 - Expenditures used to deliver services, including both direct and indirect costs

Measures of Accomplishments

- Output measures
 - Number of service units produced
- Outcome measures
 - Average cost per service unit produced
 - Average revenue generated per service unit produced

Measures of Efficiency

- Percentage of cost recovery
- Percentage increase or decrease of average cost per service unit from prior period
- Percentage increase or decrease of cost recovery from prior period

FINDINGS AND RECOMMENDATIONS

This year’s evaluation of charges for municipal services included a detailed analysis of the departmental and financial data that compose service costs. The methodology for deriving the service cost allocations was verified and their accuracy continues to be improved. Recommendations for adjustments to the evaluated charges are based on the policy approved by City Council in September 2020. This is the third year of the three-year cycle, for utilizing this new methodology.

The new methodology was recommended to reduce large fluctuations in fees and improve efficiency in the process. A three-year average is used for determining direct and indirect costs. Also, the average of a larger pool of positions within a job title (not just within the specific department) is utilized to provide a more consistent average and reduce fluctuations due to retirements and/or vacancies.

A total of one hundred and eight charges for municipal services were evaluated for the following departments: Fire, Health, Building Development Services, Environmental Services, Public Works, and Police. The recommended adjustments for these charges are summarized as follows:

- There are six new fees recommended to be added to the fee study.
- Of the one hundred and two established fees, fifteen charges are recommended to be held constant.
- Seven charges are recommended to be reduced.
- The remaining eighty are recommended to be increased.

Four new Fire fees are requested for firework permits and one new Fire permit for operation of hazardous materials storage sites. Finally, one new Public Works fee is proposed for stormwater structure repair.

All fees changes are recommended by staff to be effective July 1st, 2023.

FINDINGS AND RECOMMENDATIONS (cont.)

If the recommended fee adjustments are approved the cost recovery would be set at 99.9% (excluding those intentionally set below cost). The recommended fee adjustments would generate an additional \$734,955 in total revenue. Of this potential revenue increase, \$39,558 would be in the general fund and \$695,397 in non-general fund revenue. Total proposed revenue generated is \$14,519,024; \$1,257,372 of which is general fund revenue, \$13,261,652 is derived from a variety of non-general funds.

Sanitary landfill fees represent \$12,009,132, or 82.7% of projected revenue generated for this year’s evaluation. The largest portion of additional revenue generated is the change in tipping fees would generate an estimated \$560,061 for FY2023-24.

The fees and charges evaluated are grouped into several descriptive categories: Permit, Plan Review, and Inspection Fees; License Fees; Charges for Services; Ordinance Violations; and Enterprise Fund Fees. Each category of charges has distinct characteristics and considerations that impact cost recovery decisions. The following page of narrative presents a summary of the charges within each category and an explanation of charges of particular interest.

LAYOUT OF THIS DOCUMENT

This comprehensive report includes a large set of data. Reading the numeric information from left to right, this document includes the following information: The **current fee** is as of July 1st, 2022. The **city cost** is the result of this year’s evaluation and the percent of **cost recovery** based on the current fee. Next is the **units of service** recorded for the most recent fiscal year end June 30, 2022. The **revenue generated** is the estimated revenue for fiscal year 2023 based on the current fee. The **proposed fee** is the City’s recommendation to increase cost recovery beginning July 1, 2023. Next is the **change in fee** from the current fee and then the **new cost recovery** based on the recommendation. Finally, the **projected revenue** is based on the FY22 units of service and the **change in revenue** is the projected difference.

Fee Type	Revenue Generated	Projected Revenue	Change in Revenue
General Fund			
Permits	\$ 1,037,582	\$ 1,048,928	\$ 11,346
Charges for Services	72,712	96,444	23,732
Violations	107,520	112,000	4,480
Enterprise			
General Fund Total	\$ 1,217,814	\$ 1,257,372	\$ 39,558
Non-General Fund			
Permits	\$ 553,451	\$ 614,503	\$ 61,052
Charges for Services	23,487	63,495	40,008
Violations	128,549	112,011	(16,538)
Enterprise	11,860,768	12,471,643	610,875
Non-General Fund Total	\$ 12,566,255	\$ 13,261,652	\$ 695,397
Total Revenue	\$ 13,784,069	\$ 14,519,024	\$ 734,955

PERMIT, PLAN REVIEW, AND INSPECTION FEES SUMMARY

The permit, plan and inspection fees are the traditional fees charged by the City for the various permits issued and plan reviews and inspections conducted in relation to land development, commercial and residential construction, and specific activities within the City. Individuals and entities desiring to participate in such development or activities are required by City ordinance to apply for various permits and submit to plan reviews and inspections to ensure the public’s safety, health, and general welfare.

The City’s goal in charging these fees is to recover incurred costs that can be clearly identified as being directly associated with specific consumers of the City’s regulatory services. Examples of fees included in this category are final plat reviews, building permits, sign permits, driveway permits, taxicab inspections, and food permits.

There are five new fees in this section this year. The four fees relate to additional firework permits are to help recover the cost of overtime for after-hour or urgent inspections of firework sites. One new fee is being established for operational permit of hazardous materials storage sites as allowed by the Fire Code. A total of thirty-eight charges are identified in this category under Building Development Services, Fire, and Public Health. The current average cost recovery for these charges is 91.6%. If the recommended fee adjustments are approved, the average cost recovery would be 99.9%. Only one food permit remains below 100% cost recovery. The change in technology fee would be applied to all fees which utilize the ProjectDox system.

CHARGES FOR SERVICES SUMMARY

The City has established charges for some services that are not regulatory in nature, nor imposed by City ordinance. These services provide a tangible product to a relatively small number of individuals and entities, with some services offered as an alternative to what is available in the private sector. The consumers of these City services have the freedom to choose whether the products provided have enough value to justify paying the established charge.

Examples of charges within this category include; community room rentals, vaccination administration fees, health testing, traffic signs and Hazelwood Cemetery burial services. As with other fee charges, the City restricts its cost recovery for these services to the actual cost incurred, except for the services offered at Hazelwood Cemetery, which require sensitivity to local market conditions and concerns.

A total of forty-five Fire, Police, and Public Health charges are identified in this category. There is one new fee in this section this year for Public Works for stormwater structure repair; this is similar to other right-of-way infrastructure repair fees. Excluding fees intentionally set below cost, the current average cost recovery is 94%; if the recommended fee adjustments are approved, the cost recovery for fees not intentionally set below cost, will be 100%.

ORDINANCE VIOLATIONS SUMMARY

The charges in the fourth category have been established by City ordinance, as allowed by State statutes, to recover the costs incurred by the City while enforcing certain ordinance violations. Violators may also be subject to punitive fines and court costs ordered by the Municipal Court. All these charges relate to DWI offenses, animal impoundment, or weed, health, and tree abatements.

A total of five charges are identified in this category. Due to the special nature of these charges, full cost recovery is allowed to be maintained each year regardless of the percentage adjustment required. The only fee below the City cost in this section is the animal impoundment fee. The City believes the cost should not be so high that it would discourage citizens from claiming their animal. Excluding the animal impoundment fees; the current average cost recovery is 108%. If the recommended fee adjustments are approved, the average cost recovery will be 100%.

ENTERPRISE FUND FEES SUMMARY

There are no new fees within this section. The fees in this section are determined differently than the other fees in this study. These fees are established to recover operating costs as well as recover long-term capital investment. These funds are not supported by general tax revenue. They are being included in this document to ensure annual review.



Permit, Plan Review, and Inspection Fees

These fees are traditional fees charged by the City for the various permits issued and plan reviews and inspections conducted in relation to land development, commercial and residential construction, and specific activities within the City. Individuals and entities desiring to participate in such development or activities are required by City ordinance to apply for various permits and submit to plan reviews and inspections to ensure the public's safety, health, and general welfare.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Building Development Services	Commercial Permits and Plan Review	Building Permits - Minimum Fee	\$ 174	\$ 161	108%	887	\$ 154,338	\$ 161	-7.5%	100%	\$ 142,807	\$ (11,531)	Building construction requires the issuance of a permit and follow-up inspections to insure adherence to code. Permit fees are based on the building's use group, type of construction, and square footage.
		Electrical, Mechanical, Plumbing, Gas Permits	\$ 174	\$ 161	108%	1656	\$ 288,144	\$ 161	-7.5%	100%	\$ 266,616	\$ (21,528)	Electrical, mechanical, gas fitting, and plumbing work require the issuance of permits and follow-up inspections to insure adherence to code. Permit fees are based on a percentage of the building permit fee.
		Other Permits	\$ 174	\$ 161	108%	349	\$ 60,726	\$ 161	-7.5%	100%	\$ 56,189	\$ (4,537)	Other permits include: Foundation/Repair Permit for Moved Structures, Towers, Floodplain Development Permit, Parking Lots, Fuel Tanks, Fence Permit, Swimming Pool Installation, Temporary Vendor Site Permit, Temporary Vendor Permit, Lawn Sprinkler System Installation, Fire Sprinkler System Permit, FIS Fire Alarm Fee, Wrecking Permit, Stormwater Detention Permit, Moving Permit, Commercial Change-Outs, and Day Care Inspections.
		Building Plan Review-BDS Only	\$ 242	\$ 242	100%	167	\$ 40,414	\$ 242	0.0%	100%	\$ 40,414	\$ -	In order to issue a building permit which requires design documents, a review of the design documents must be performed to verify compliance with the adopted building codes. The Plan Review fees are based on the percentage of the building permit fee.
		Building Plan Review	\$ 437	\$ 464	94%	201	\$ 87,837	\$ 464	6.2%	100%	\$ 93,264	\$ 5,427	Depending on the type of plan, the review is either performed by the Building Development Services department only or by Building Development Services and all other related departments.
		Technology Fee	17%	18.5%	92%	887	\$ 58,364	18.5%	8.8%	100%	\$ 61,545	\$ 3,181	The technology fee is assessed on the Building Permit Fee, minimum of \$50, for the license and maintenance of the electronic plan submission and review system.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Building Development Services	Residential Permits	Building Permits	\$ 123	\$ 142	87%	564	\$ 69,372	\$ 142	15.4%	100%	\$ 80,088	\$ 10,716	Building construction requires the issuance of a permit and follow-up inspections to insure adherence to code. Permit fees are based on the building's use group, type of construction, and square footage.
		Electrical, Mechanical, Plumbing, Gas Permits	\$ 92	\$ 104	88%	1930	\$ 177,560	\$ 104	13.0%	100%	\$ 200,720	\$ 23,160	Electrical, mechanical, gas fitting, and plumbing work require the issuance of permits and follow-up inspections to insure adherence to code. Permit fees are based on a percentage of the building permit fee.
		Other Permits	\$ 39	\$ 46	85%	1145	\$ 44,655	\$ 46	17.9%	100%	\$ 52,670	\$ 8,015	Other permits include: Residential mechanical furnace and/or air conditioner change out, plumbing water heater change out, electrical service repair and gas air test only.
Building Development Services	Sign Permit	Sign Permit - Detached	\$ 231	\$ 235	98%	67	\$ 15,477	\$ 235	1.7%	100%	\$ 15,745	\$ 268	A permit is required for any new detached sign or alternation to an existing detached sign.
		Sign Permit - Wall	\$ 80	\$ 65	123%	244	\$ 19,520	\$ 65	-18.8%	100%	\$ 15,860	\$ (3,660)	A permit is required for any new wall sign or alternation to an existing wall sign.
		Technology Fee	17%	18.5%	92%	311	\$ 5,949	18.5%	8.8%	100%	\$ 5,847	\$ (103)	The technology fee is assessed on the city cost for the license and maintenance of the electronic plan submission and review system.
Fire	Blasting Permit	Blasting Permit (Storage Site)	\$ 87	\$ 101	86%	0	\$ -	\$ 101	16.1%	100%	\$ -	\$ -	A permit is required for storage of explosives within the city. Site inspections are performed, as well as checks for a current city business license and certificate of insurance for the contractor.
		Blasting Permit (Use Site)	\$ 87	\$ 103	84%	6	\$ 522	\$ 103	18.4%	100%	\$ 618	\$ 96	A permit is required to do blasting within the city. Site inspections are performed, as well as checks for a current city business license and certificate of insurance for the contractor.
Fire	Firework Permit - Normal Business Hours	Ground Display - Normal Business Hours NEW	\$ -	\$ 106	0%	0	\$ -	\$ 106	100.0%	100%	\$ -	\$ -	A permit is required for a ground display of fireworks. Inspection done during normal business hours.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Fire	Firework Permit - Normal Business Hours	Aerial - Normal Business Hours NEW	\$ -	\$ 108	0%	0	\$ -	\$ 108	100.0%	100%	\$ -	\$ -	A permit is required for an aerial display of fireworks. Inspection done during normal business hours.
		Proximate Audience - Normal Business Hours	\$ 159	\$ 173	92%	3	\$ 477	\$ 173	8.8%	100%	\$ 519	\$ 42	A permit is required for all proximate audience fireworks. The use of proximate audience fireworks must be in accordance with the International Fire Code, NFPA 1126, Standard for the Use of Pyrotechnics before a Proximate Audience and Missouri Revised Statute 320.106 through 320.161, and the Springfield Fire Department policies. Inspection done during normal business hours.
		Additional Display Inspection - Normal Business Hours NEW	\$ -	\$ 72	0%	0	\$ -	\$ 72	100.0%	100%	\$ -	\$ -	All the fireworks permits include one display inspection. This fee will be assessed for each additional display at the same location. Inspection done during normal business hours.
Fire	Firework Permit - Urgent/After Hours	Ground Display - Urgent / After Hours	\$ 136	\$ 155	88%	8	\$ 1,088	\$ 155	14.0%	100%	\$ 1,240	\$ 152	A permit is required for a ground display of fireworks. Inspection is an urgent request and or done after normal business hours.
		Aerial - Urgent / After Hours	\$ 138	\$ 156	88%	4	\$ 552	\$ 156	13.0%	100%	\$ 624	\$ 72	A permit is required for an aerial display of fireworks. Inspection is an urgent request and or done after normal business hours.
		Proximate Audience - Urgent / After Hours NEW	\$ -	\$ 209	0%	0	\$ -	\$ 209	100.0%	100%	\$ -	\$ -	A permit is required for all proximate audience fireworks. The use of proximate audience fireworks must be in accordance with the International Fire Code, NFPA 1126, Standard for the Use of Pyrotechnics before a Proximate Audience and Missouri Revised Statute 320.106 through 320.161, and the Springfield Fire Department policies. Inspection is an urgent request and or done after normal business hours.
		Additional Display Inspection - Urgent / After Hours	\$ 95	\$ 106	90%	33	\$ 3,135	\$ 106	11.6%	100%	\$ 3,498	\$ 363	All the fireworks permits include one display inspection. This fee will be assessed for each additional display at the same location. Inspection is an urgent request and or done after normal business hours.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Fire	Operational Permit of Hazardous Materials	Operational Permit of Hazardous Materials NEW	\$ -	\$ 186	0%	0	\$ -	\$ 186	100.0%	100%	\$ -	\$ -	This operational permit of hazardous materials covers the processing of the application, an initial review of the application by the Fire Marshal's Office, an on-site visit, and the inspection of the hazardous materials storage site for fire and life safety requirements.
Fire	Tent Permit	Tent Permit	\$ 78	\$ 88	89%	90	\$ 7,020	\$ 88	12.8%	100%	\$ 7,920	\$ 900	The tent permit covers the processing of the application, an initial review of the application by the Fire Marshal's Office, an on-site visit, and the inspection of one tent for fire and life safety requirements.
		Each Additional Tent	\$ 16	\$ 18	89%	54	\$ 864	\$ 18	12.5%	100%	\$ 972	\$ 108	The "Each Additional Tent" fee covers the inspection of each additional tent, located at the same site as on the tent permit, for fire and life safety requirements.
		Late Fee	\$ 94	\$ 106	89%	2	\$ 188	\$ 106	12.8%	100%	\$ 212	\$ 24	The late fee is charged in addition to the Tent Permit when the application is submitted within the 24 hour window prior to the event.
		Re-inspection Fee	\$ 69	\$ 78	88%	20	\$ 1,380	\$ 78	13.0%	100%	\$ 1,560	\$ 180	The re-inspection fee covers an on-site visit, and the re-inspection of tent(s) for fire and life safety requirements when the initial inspection failed or in the event that a tent is in place for more than 30 consecutive days.
Public Health	Farmers Market	Farmers Market Permit	\$ 180	\$ 210	86%	13	\$ 2,340	\$ 210	16.7%	100%	\$ 2,730	\$ 390	For compliance with City Ordinance, food establishments must possess a valid health permit. A Farmer's Market is a category of food establishment. Farmer's Market Permit Fee covers the cost of application processing and review, inspections, re-inspections, and delivery of the farmers market food safety class.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Health	Food Permit	High Priority Establishment	\$ 475	\$ 506	94%	459	\$ 218,025	\$ 506	6.5%	100%	\$ 232,254	\$ 14,229	For compliance with City Ordinance, food establishments must possess a valid health permit. Food establishments are assessed based on risk factors known to cause or contribute to food borne illness; therefore, they are accordingly assessed as a low, medium or high priority. Those food establishments falling into the low priority category will be inspected once annually; those that fall into the medium priority category will be inspected twice annually; and those that fall into the high priority category will be inspected three times annually. The food permit fee covers the cost of annual inspections, re-inspections, compliance checks, and complaints/complaint inspections.
		Medium Priority Establishment	\$ 325	\$ 363	90%	421	\$ 136,825	\$ 363	11.7%	100%	\$ 152,823	\$ 15,998	
		Low Priority Establishment	\$ 200	\$ 274	73%	594	\$ 118,800	\$ 238	19.0%	87%	\$ 141,372	\$ 22,572	
Public Health	Temporary and Mobile Food Establishment Permit	Temporary Food Establishment Permit	\$ 86	\$ 96	90%	111	\$ 9,546	\$ 96	11.6%	100%	\$ 10,656	\$ 1,110	For compliance with City Ordinance, food establishments must possess a valid health permit. A Mobile is a category of food establishment. Mobile Food establishments are assessed based on risk factors known to cause or contribute to food borne illness; therefore, they are accordingly assessed as a low, medium or high priority. Those mobile food establishments falling into the low priority category will be inspected once; those that fall into the medium priority category will be inspected twice; and those that fall into the high priority category will be inspected three times. The mobile food permit fee covers the cost of inspections, re-inspections, compliance checks, and complaints/complaint inspections.
		Mobile Food Establishment - High Priority	\$ 135	\$ 154	88%	67	\$ 9,045	\$ 154	14.1%	100%	\$ 10,318	\$ 1,273	
		Mobile Food Establishment - Medium Priority	\$ 110	\$ 124	89%	0	\$ -	\$ 124	12.7%	100%	\$ -	\$ -	
		Mobile Food Establishment - Low Priority	\$ 85	\$ 97	88%	49	\$ 4,165	\$ 97	14.1%	100%	\$ 4,753	\$ 588	

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Health	New Construction/Remodel Inspections	New Construction/Remodel Inspection Fee	\$ 149	\$ 147	101%	180	\$ 26,820	\$ 147	-1.3%	100%	\$ 26,460	\$ (360)	For compliance with City Ordinance, food establishments must possess a valid health permit. To obtain such permit, establishments that are new construction or remodeling existing buildings, must complete application and review of plans and/or a walk thru inspection of new/remodeled structure prior to issuance of a health permit. The New Construction/Remodel Inspection Fee covers the cost of the plan review, application review and processing, on-site pre-inspection and any needed re-inspections prior to opening, and consultation prior to initial opening.
Public Health	Swimming Pool Inspections	Seasonal Swimming Pool Inspection	\$ 90	\$ 106	85%	182	\$ 16,380	\$ 106	17.8%	100%	\$ 19,292	\$ 2,912	City Code Section 58-341 is designed to prevent and control the transmission of disease within the City by establishing regulations governing water quality in public and semipublic pools. Each fee covers the cost of inspections, re-inspections, mileage, testing equipment and reagents. Seasonal pools are typically open between Memorial Day weekend and Labor Day weekend and will receive three full inspections per season. Pools operating year-round would be inspected every two months for the full year.
		Year Long Swimming Pool Inspection	\$ 177	\$ 213	83%	65	\$ 11,505	\$ 213	20.3%	100%	\$ 13,845	\$ 2,340	



Charges for Services

This category of charges is for services that are not regulatory in nature, nor imposed by City ordinance. These services provide a tangible product to a relatively small number of individuals and entities, with some services offered as an alternative to what is available in the private sector. The consumers of these City services have the freedom to choose whether or not the products provided have enough value to justify paying the established charges.

CHARGES FOR SERVICES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Fire	Rental Fee	Fire Station Room Rental	\$ 55	\$ 65	85%	631	\$ 34,705	\$ 65	18.2%	100%	\$ 41,015	\$ 6,310	Community Rooms are located at some of the Springfield Fire Stations and may be rented to the public for meetings and events. This fee is per rental, for up to 8 hours. This fee is waived for other public agencies, registered neighborhood associations and government entities requiring the room(s) for their official business.
Fire	Fire Training Programs for Businesses	Fire Extinguishers	\$ 99	\$ 113	88%	0	\$ -	\$ 113	14.1%	100%	\$ -	\$ -	Provide local businesses with one hour of training for their employees including the use of a fire extinguisher simulator. Fee is per class provided; up to 30 participants per class.
		First Aid or CPR without certification	\$ 99	\$ 113	88%	0	\$ -	\$ 113	14.1%	100%	\$ -	\$ -	Provide local businesses with one hour of training for their employees in either basic First Aid training or adult CPR training without certification. Fee is per class provided; up to 30 participants per class.
Fire	Staff and Equipment Rates for Event Activities	Firefighter per hour	\$ 33	\$ 35	94%	8	\$ 264	\$ 35	6.1%	100%	\$ 280	\$ 16	City code provides for the recovery of the costs incurred by the City when an event requires fire department personnel to be called in off-duty.
		Equip. Operator/Rescue Specialist per hour	\$ 42	\$ 46	91%	8	\$ 336	\$ 46	9.5%	100%	\$ 368	\$ 32	
		Lieutenant per hour	\$ 44	\$ 49	90%	0	\$ -	\$ 49	11.4%	100%	\$ -	\$ -	
		Fire Captain per hour	\$ 51	\$ 57	89%	8	\$ 408	\$ 57	11.8%	100%	\$ 456	\$ 48	Off-duty personnel cost is calculated at 125% of the standard rate. One hour will be added to the cost per position to cover travel to and from the event site.
		Fire Marshal per hour	\$ 52	\$ 59	88%	38	\$ 1,976	\$ 59	13.5%	100%	\$ 2,242	\$ 266	
		Battalion Chief per hour	\$ 60	\$ 68	88%	0	\$ -	\$ 68	13.3%	100%	\$ -	\$ -	
		Division Chief per hour	\$ 52	\$ 84	62%	0	\$ -	\$ 84	61.5%	100%	\$ -	\$ -	The department requires a minimum of 4 hours per position, per day for call-in.
		Assistant Fire Chief per hour	\$ 73	\$ 85	86%	0	\$ -	\$ 85	16.4%	100%	\$ -	\$ -	
		Fire Chief per hour	\$ 105	\$ 127	83%	0	\$ -	\$ 127	21.0%	100%	\$ -	\$ -	
		Fire Truck - Pump per hour	\$ 82	\$ 82	100%	8	\$ 658	\$ 82	0.0%	100%	\$ 658	\$ -	
		Fire Truck - No ladder per hour (Rescue)	\$ 98	\$ 98	100%	0	\$ -	\$ 98	0.0%	100%	\$ -	\$ -	
		Fire Truck - Ladder 75 ft per hour	\$ 123	\$ 123	100%	0	\$ -	\$ 123	0.0%	100%	\$ -	\$ -	
		Fire Truck - Ladder 100 ft per hour	\$ 180	\$ 180	100%	0	\$ -	\$ 180	0.0%	100%	\$ -	\$ -	
		Pickup/SUV per hour	\$ 21	\$ 21	100%	0	\$ -	\$ 21	0.0%	100%	\$ -	\$ -	

CHARGES FOR SERVICES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Fire	Staff and Equipment Rates for Event Activities	Airvan/Compressor Trailer per hour	\$ 115	\$ 115	100%	0	\$ -	\$ 115	0.0%	100%	\$ -	\$ -	
Fire	Staff and Equipment Rates for a Hazardous Substance Release	Firefighter per hour	\$ 26	\$ 28	93%	0	\$ -	\$ 28	7.7%	100%	\$ -	\$ -	City code provides for the recovery of the costs of a hazardous substance release if any of the following circumstances are met: when level A or B protection is used; when the on-scene time exceeds 2 hours; when the loss of equipment/supplies is greater than \$50.00; or is outside the City of Springfield. Incidents not involving fire, standard rate applies with no charge for the first hour. Incidents involving fire, 50% of the standard rate applies with no charge for the first hour. Responses outside the City of Springfield; on-duty personnel the standard rate applies; recalled personnel 125% of the standard rate applies. Cost of supplies and damaged equipment, actual replacement costs apply.
		Equip. Operator/Rescue Specialist per hour	\$ 34	\$ 37	92%	0	\$ -	\$ 37	8.8%	100%	\$ -	\$ -	
		Lieutenant per hour	\$ 35	\$ 39	90%	0	\$ -	\$ 39	11.4%	100%	\$ -	\$ -	
		Fire Captain per hour	\$ 41	\$ 45	91%	0	\$ -	\$ 45	9.8%	100%	\$ -	\$ -	
		Fire Marshal per hour	\$ 42	\$ 47	89%	0	\$ -	\$ 47	11.9%	100%	\$ -	\$ -	
		Battalion Chief per hour	\$ 46	\$ 54	85%	0	\$ -	\$ 54	17.4%	100%	\$ -	\$ -	
		Division Chief per hour	\$ 52	\$ 84	62%	0	\$ -	\$ 84	61.5%	100%	\$ -	\$ -	
		Assistant Fire Chief per hour	\$ 73	\$ 85	86%	0	\$ -	\$ 85	16.4%	100%	\$ -	\$ -	
		Fire Chief per hour	\$ 104	\$ 127	82%	0	\$ -	\$ 127	22.1%	100%	\$ -	\$ -	
		Fire Truck - Pump per hour	\$ 82	\$ 82	100%	0	\$ -	\$ 82	0.0%	100%	\$ -	\$ -	
		Fire Truck - No ladder per hour	\$ 98	\$ 98	100%	0	\$ -	\$ 98	0.0%	100%	\$ -	\$ -	
		Fire Truck - Ladder 75 ft per hour	\$ 123	\$ 123	100%	0	\$ -	\$ 123	0.0%	100%	\$ -	\$ -	
		Fire Truck - Ladder 100 ft per hour	\$ 180	\$ 180	100%	0	\$ -	\$ 180	0.0%	100%	\$ -	\$ -	
		Pickup/SUV per hour	\$ 21	\$ 21	100%	0	\$ -	\$ 21	0.0%	100%	\$ -	\$ -	
		Hazmat Vehicle per hour	\$ 98	\$ 98	100%	0	\$ -	\$ 98	0.0%	100%	\$ -	\$ -	
		Airvan/Compressor Trailer per hour	\$ 115	\$ 115	100%	0	\$ -	\$ 115	0.0%	100%	\$ -	\$ -	
Police	Report Fee	Accident/Incident Report	\$ 2	\$ 3	67%	16,950	\$ 33,900	\$ 3	50.0%	100%	\$ 50,850	\$ 16,950	Accident and incident reports may be purchased through the Police Department. The charge is for each report requested. Incident reports requested by victims of sexual assault or domestic violence are being waived per General Ordinance 6504.

CHARGES FOR SERVICES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Police	User Fee	Police Firing Range Per Hour	\$ 93	\$ 115	81%	5	\$ 465	\$ 115	23.7%	100%	\$ 575	\$ 110	This facility has 20 shooting stations which allows for 100 yard targets. There is also a 25-yard range available for 16 additional stations. Staff will be on hand for use of facilities. This service is only available to other law enforcement agencies. All agencies must bring their own ammunition and cleaning supplies.
Public Health	Animal Control Fees	Animal Turn-in by Owner	\$ 21	\$ 74	28%	25	\$ 525	\$ 25	19.0%	34%	\$ 625	\$ 100	This fee will cover expenses incurred from officer time gathering information from owner relinquishing animal, performing a wellness check, vaccinations and chipping (if necessary), taking the animal's photo and loading it onto the database. Also covers the cost of food for the first day and kennel cleaning services. Mother animal brought in with litter will be treated as one animal for charging purposes. The fee has been set at \$25 because the City believes that the cost should not be so high that it would discourage citizens from turning in animals.
Public Health	Health Testing Fees	Hepatitis B Surface Antigen Testing	\$ 31	\$ 69	45%	20	\$ 620	\$ 37	19.4%	54%	\$ 740	\$ 120	The Public Health Department charges for a Hepatitis B surface antigen screening. The screening tool is used to detect acute cases of illness caused by the Hepatitis B virus. Blood is drawn at the Health Department by Laboratory staff and sent to an outside agency for testing. This fee is not collected at 100% cost recovery because the City believes this fee should not be so high it discourages the public from being tested.
		Hepatitis B Surface Antibody Testing	\$ 74	\$ 96	77%	11	\$ 814	\$ 88	18.9%	92%	\$ 968	\$ 154	The Public Health Department charges for a Hepatitis B surface antibody screening. The screening tool is used to detect acute cases of illness caused by the Hepatitis B virus. Blood is drawn at the Health Department by Laboratory staff and sent to an outside agency for testing. This fee is not collected at 100% cost recovery because the City believes this fee should not be so high it discourages the public from being tested.

CHARGES FOR SERVICES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Health	Health Testing Fees	Hepatitis A IgM Antibody Testing	\$ 55	\$ 58	95%	20	\$ 1,100	\$ 58	5.5%	100%	\$ 1,160	\$ 60	The Public Health Department charges for a Hepatitis A IgM antibody screening. The screening tool is used to detect acute cases of illness caused by the Hepatitis B virus. Blood is drawn at the Health Department by Laboratory staff and sent to an outside agency for testing.
		Tuberculosis T Spot Testing	\$ 116	\$ 106	109%	35	\$ 4,060	\$ 106	-8.6%	100%	\$ 3,710	\$ (350)	The Public Health Department offers T Spot testing. The screening tool is used to detect cases of latent tuberculosis infection or active tuberculosis disease. Blood is drawn by a Health Department employee and sent to an outside laboratory for analysis.
Public Health	Health Services Fee	Vaccine Administration Fee	\$ 52	\$ 52	100%	214	\$ 11,128	\$ 52	0.0%	100%	\$ 11,128	\$ -	The Public Health Department charges an administration fee for adult vaccinations given to individuals, and work groups as requested for employment. Food handlers are charged a minimal fee for the administration of the Hepatitis A vaccine.
		Vaccine Administration Fee - Food Handlers	\$ 5	\$ 52	10%	16	\$ 80	\$ 5	0.0%	10%	\$ 80	\$ -	The rationale for a reduced administration fee charge for the food handlers is the public health safety issue and to reduce barriers to receiving the vaccine. The cost of the vaccine is not included in this fee, vaccines will be charged at market value.
		Vaccine Administration Fee - Non-Greene County Resident	\$ 86	\$ 98	88%	60	\$ 5,160	\$ 98	14.0%	100%	\$ 5,880	\$ 720	Residents within the City of Springfield pay for public health services through a property mil tax. Greene County pays for these services for Greene County Residents. This fee recovers the vaccine administration for non-Greene County residents. The cost of the vaccine is not included in this fee, vaccines will be charged at market value.
Public Works	Right-Of-Way Infrastructure Repair Fee	Stormwater Structure Repair per hour	\$ 324		0%	121	\$ -	\$ 324	100.0%	100%	\$ 39,204	\$ 39,204	Stormwater structure repair is for box culverts and pipes damaged by sanitary sewer, gas, water, and communication companies while placing or repairing their facilities. This fee is an hourly rate since the extent of the repair can vary significantly by project. This fee includes the crew and equipment required; the cost of concrete and pipe is not included and will be charged at the current City contract price.



Ordinance Violation Charges

The charges in this category have been established by City ordinance, as allowed by State statutes, to recover the costs incurred by the City while enforcing certain ordinance violations. Violators may also be subject to punitive fines and court costs ordered by the Municipal Court. Due to the special nature of these charges, full cost recovery is maintained each year regardless of the percentage adjustment required. All of these charges relate to DWI offenses, probation, animal impoundment, or weed, health and tree abatements.

ORDINANCE VIOLATION CHARGES

			Current Status Based on FY 21-22 Data					Proposed Fees for FY 23-24					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Building Development Services	Weed & Nuisance Abatement	Weed Investigation and Processing	\$ 73	\$ 63	116%	119	\$ 8,687	\$ 63	-13.7%	100%	\$ 7,497	\$ (1,190)	City Code provides for the recovery of the costs incurred by the City to abate property of weeds, brush, and other rank vegetation, and nuisances when the property owner fails to respond to proper notice of the violation.
		Nuisance Investigation and Processing	\$ 285	\$ 239	119%	374	\$ 106,590	\$ 239	-16.1%	100%	\$ 89,386	\$ (17,204)	
		Abatement Charge	Contract	Contract	100%	296	N/A	Contract	Contract	100%	N/A	N/A	Investigation and Processing Charge recovers the administrative costs to investigate and process a weed or nuisance property abatement. Nuisance property charge includes the City cost incurred for property title search and certified deed cost. Abatement Charge is established based on the City's cost to abate the nuisance through an outside service contract, in which case the property owner will be charged the contractor's charge to the City.
Public Health	Animal Impoundment	First Day	\$ 35	\$ 102	34%	252	\$ 8,820	\$ 39	11.4%	38%	\$ 9,828	\$ 1,008	A person claiming a dog or cat that has been impounded must pay an impoundment fee for the animal's release. The fees are not at 100% cost recovery because the City believes that the cost should not be so high that it would discourage citizens from claiming their animal.
		Each Day or Partial Day Thereafter	\$ 21	\$ 28	75%	212	\$ 4,452	\$ 25	19.0%	89%	\$ 5,300	\$ 848	
Police	DWI Violation	DWI Arrest	\$ 240	\$ 250	96%	448	\$ 107,520	\$ 250	4.2%	100%	\$ 112,000	\$ 4,480	State Statutes and city ordinances allow the court to order persons convicted of alcohol or drug related traffic offenses to reimburse the city for the costs associated with their arrest. These costs shall include the reasonable cost of making the arrest, including the cost of any chemical test made to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking, and holding the person in custody. The charge rate shown reflects the basic schedule of arrests costs. The reimbursement cost of a specific arrest may be set higher or lower depending on the actual costs incurred and the consideration involved. The revenue generated depends on the actual arrest costs.

Enterprise Fund Fees

Fees in this section are determined differently than the other fees in this study. These fees are established to recover operating costs as well as recover long-term capital investment. They are being included in this document to ensure annual review. These charges relate to Sanitary Landfill and Clean Water Services.

ENTERPRISE FUND FEES

			Current Status Based on FY 21-22 Data			Proposed Fees for FY 23-24				Comments
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	
Environmental Services	Clean Water Services	Fats, Oils, and Grease (FOG)	\$ 162	1,082	\$ 175,284	\$ 178	9.9%	\$ 192,596	\$ 17,312	As a result of the new EPA/MDNR mandates, all Food Service Establishments (FSEs) must be permitted and inspected regularly to ensure proper FOG removal devices are in place and maintained properly.
		Industrial Pretreatment Fees (IPP): Categorical Industrial User (CIU)	\$ 3,152	23	\$ 72,496	\$ 3,439	9.1%	\$ 79,097	\$ 6,601	Any industrial user subject to a regulation containing pollutant discharge limits promulgated by the USEPA in accordance with section 307(b) and © of the act, which applies to industrial users. Includes prohibitive discharge limits established pursuant to section 403.5 of the act, categorical pretreatment standards, restricted discharges and local limits.
		Categorical Industrial User - No Discharge (CIU-ND)	\$ 966	5	\$ 4,830	\$ 1,054	9.1%	\$ 5,270	\$ 440	Any industrial user subject to a regulation containing pollutant discharge limits promulgated by the USEPA in accordance with section 307(b) and (c) of the act, which applies to industrial users. Includes prohibitive discharge limits established pursuant to section 403.5 of the act, categorical pretreatment standards, restricted discharges and local limits. Must be permitted and monitored as a no-discharge facility to ensure they do not discharge wastewaters to the Publicly Owned Treatment Works; either by evaporation, off-site treatment, or other means of wastewater disposal.

ENTERPRISE FUND FEES

			Current Status Based on FY 21-22 Data			Proposed Fees for FY 23-24				
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	Comments
Environmental Services	Clean Water Services	Significant Industrial User (SIU)	\$ 4,391	11	\$ 48,301	\$ 4,791	9.1%	\$ 52,701	\$ 4,400	Industrial user that discharges an average of 25,000 gdp or more of process wastewater to the POTW, contributes a process waste stream which makes up five percent more of the average dry weather hydraulic or organic capacity of the POTW treatment plant, is designated as such by the POTW on the basis that it has reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
		Industrial User (IU)	\$ 716	26	\$ 18,616	\$ 781	9.1%	\$ 20,306	\$ 1,690	Any nonresidential user identified in division A, B, D, E, or I of the Standard Industrial Classification Manual or any user which discharges wastewater containing toxic or poisonous substances or any substance which cause interference or pass through in the POTW.
		Surcharge-Industrial User-High Strength With Excess BOD/TSS	\$ 732	22	\$ 16,104	\$ 798	9.0%	\$ 17,556	\$ 1,452	Some industrial customers have wastewater that is made up of higher concentrations of pollutants that increase the City's cost for treatment. As a result, these customers pay a surcharge for wastewater treatment. Currently, the surcharge is applied to two pollutants; Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). BOD is regulated because of low levels of oxygen in the water causes fish kills and other aquatic life impacts. TSS is regulated because the solids in water block sunlight and make photosynthesis more difficult so plant food sources don't grow for fish and aquatic life.
		Testing Charges	*		\$ 94,985	*		\$ 94,985	\$ -	*Testing charges vary by industry due to number and type of parameter analyses required, pricing based on local private laboratory charges.

ENTERPRISE FUND FEES

			Current Status Based on FY 21-22 Data			Proposed Fees for FY 23-24				Comments
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	
Environmental Services	Sanitary Landfill and Associated Facilities	One Yard of Wood Mulch	\$ 7.50	4,129	\$ 30,968	\$ 8.00	6.7%	\$ 33,032	\$ 2,065	An unscreened landscaping mulch of ground, woody materials for use on flower beds, shrubs, trees, and pathways.
		One Yard of Fine Wood Mulch	\$ 17.50	868	\$ 15,190	\$ 19.00	8.6%	\$ 16,492	\$ 1,302	A fine textured landscaping mulch of ground, woody materials for use on flower beds, shrubs, trees and pathways.
		One Yard of Finished Compost	\$ 26.00	1,924	\$ 50,024	\$ 28.00	7.7%	\$ 53,872	\$ 3,848	A high quality compost of yard and garden organic materials.
		Brush Lot Fee Car/SUV/Pickup or Trailer <8'	\$ 8.75	13,347	\$ 116,786	\$ 9.50	8.6%	\$ 126,797	\$ 10,010	Gate fee for brush disposal at Yardwaste Recycling Center.
		Brush Lot Fee Trailer 8'-12'	\$ 16.25	383	\$ 6,224	\$ 17.75	9.2%	\$ 6,798	\$ 575	
		Brush Lot Fee Trailer 12'-16'	\$ 21.75	203	\$ 4,415	\$ 23.50	8.0%	\$ 4,771	\$ 355	
		Brush Lot Fee Trailer Dump Truck	\$ 32.50	21	\$ 683	\$ 35.00	7.7%	\$ 735	\$ 53	
		Brush Lot Fee Large Volume \$/cubic yard	\$ 5.00	4	\$ 20	\$ 5.50	10.0%	\$ 22	\$ 2	
		One Bag Mopost	\$ 4.25	2,014	\$ 8,560	\$ 4.50	5.9%	\$ 9,063	\$ 504	Fee for bagged compost and mulch products and sold at City recycling sites.
		One Bag Momulch	\$ 3.25	802	\$ 2,607	\$ 3.50	7.7%	\$ 2,807	\$ 201	
		YRC Delivery Fee (10 Mile Radius)	\$ 43.00	2	\$ 86	\$ 46.00	7.0%	\$ 92	\$ 6	Fee for delivery of bulk mulch or compost and mulch products produced and sold at City recycling sites.
		YRC Delivery Fee (Per Mile 10-20 Miles)	\$ 2.15	-	\$ -	\$ 2.35	9.3%	\$ -	\$ -	
		Tipping Fees	\$ 33.78	331,397	\$ 11,194,591	\$ 35.47	5.0%	\$ 11,754,652	\$ 560,061	Minimum fee for disposal of Municipal Solid Waste, Construction & Demolition Waste, and Other Special Waste accepted by prior approval.

City Code Section Reference Guide

City Code Section Reference Guide

Page #	Description	Code Section	Code Section Title	Department
12	Commercial Building Permits	36-146	Fees	BDS
13	Residential Permits	36-146	Fees	BDS
13	Sign Permit	36-334	Fees	BDS
13	Blasting Permit	54-33	Fees	Fire
13-14	Fireworks Permit	54-33	Fees	Fire
15	Operational Permit of Hazardous Materials	54-33	Fees	Fire
15	Tent Permit	54-33	Fees	Fire
15	Farmers Market	36-334	Fees	Public Health
16	Food Permit	58-53	Permit required; fees, suspension or revocation	Public Health
16	Temporary Food Establishment Permit	58-53	Permit required; fees, suspension or revocation	Public Health
17	New Construction/Remodel Inspection Fee	58-53	Permit required; fees, suspension or revocation	Public Health
17	Swimming Pool Inspection Fee	58-343	Water quality standards	Public Health
20	Fire Station Room Rental	2-425	Fees	Fire
20	Fire Training Programs	2-425	Fees	Fire
20-21	Staff and Equip Rates for Event Activities	54-33.5	Cost recovery for Fire Dept activities	Fire
21	Staff and Equip Rates for Hazardous Substance Release	54-33.5	Cost recovery for Fire Dept activities	Fire
21	Accident / Incident Report	2-424	Police & Fire Dept. records	Police
22	Police Firing Range	2-425	Fees	Police
22	Animal Turn-In and Vaccination	2-425	Fees	Public Health

City Code Section Reference Guide

Page #	Description	Code Section	Code Section Title	Department
22-23	Hepatitis Testing	2-425	Fees	Public Health
23	Tuberculosis Testing	2-425	Fees	Public Health
23	Vaccine Administration Fee	58-211	Center for immunization services	Public Health
24	Right of Way Repairs	98-51	Payment of charges for final repair	Public Works
26	Weed Investigation and Abatement	74-406	Charges for abatement by city	BDS
26	Nuisance Investigation and Abatement	74-406	Charges for abatement by city	BDS
26	Animal Impoundment	18-3	Impoundment fees	Public Health
26	DWI Arrest	42-41	Court costs	Police
	Clean Water Billing and Metering Charge	120-5	Fees and charges	Clean Water Services
28	Fats, Oils, Grease	2-425	Fees for City services; license and inspection fees	Clean Water Services
28-29	Industrial Pretreatment Fees	120-5	Fees and charges	Clean Water Services
29	Biosolids	2-425	Fees	Clean Water Services
30	Sanitary Landfill Mulch	2-425	Fees for City services; license and inspection fees	Sanitary Landfill

BUILDING DEVELOPMENT SERVICES
CITY OF SPRINGFIELD
(Effective 07/01/2023)

COMMERCIAL CONSTRUCTION

NEW BUILDINGS AND ADDITIONS:

To calculate the building permit fee you will need the following minimum information:

*Use Group

*Construction Type

Gross Floor Area of Building or Addition (square footage)

Gross Area Modifier = **85**

(*Type of Construction Factor will be from a matrix of numbers based on Use Group and Construction Type as established by the IBC FEE CALCULATION DATA, and as amended by adoption of this Fee Ordinance. Copies are available from Building Development Services.)

Gross area (Sq Ft) of the building or addition **x** Gross area Modifier (**85**) **x** Type of Construction Factor = **Construction Factor** used to calculate the building permit fee.

1 st 50,000 of Construction Factor x .005	= Permit Fee	A	+
2 nd 50,000 of Construction Factor x .004	= Permit Fee	B	+
3 rd 50,000 of Construction Factor x .003	= Permit Fee	C	+
Remaining amount x .0015	= Permit Fee	D	
Total of A + B + C + D		= Building Permit Fee (minimum of \$161.00 , whichever is greater)	

INFILLS AND RENOVATIONS:

The **Construction Factor** will be calculated in the same manner as a New Building or Addition, except the Type of Construction Factor is **.30** and then the above formula will be used to calculate the Building Permit Fee.

Gross area (Square Feet) involved in the renovation only **x** Gross area Modifier (**85**) **x** **.30** = **Construction Factor** used to calculate the building permit fee.

COMMERCIAL SHELL BUILDINGS:

A “Shell Building” with no defined tenant infill spaces, has been added as a sub-category to the “Business” Use Group, and the “Type of Construction Factor” has been established similar to an S-1, Storage, Moderate Hazard Use. This will reduce the permit fee for the Shell Building to a more comparable complexity of construction.

ASSOCIATED FEES:**(PLEASE NOTE PLAN REVIEW AND TECHNOLOGY FEES ARE NON-REFUNDABLE)****COMMERCIAL PLAN REVIEW FEE**

75% of Building Permit Fee, or minimum of **\$464.00** for Projects which Require Review by Multiple City Departments. Minimum **\$242.00** for Projects which require review by BDS and City Utilities only.
No Plan Review Fee shall be required for work that is minor in nature in accordance with Section 36.1234.

COMMERCIAL PROVISIONAL (PHASE APPROVAL) PERMIT FEE

30% of the calculated Building Permit Fee or minimum of **\$161.00** whichever is greater. This fee is charged in addition to the normal permit fee.

POST-PERMIT FEES (CHANGE ORDERS, ADDENDA, REVISIONS, ETC) FOR EACH OCCURENCE

New Construction, Additions, Infills or Remodels	PLAN REVIEW FEE	\$50.00
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TECHNOLOGY FEE

18.5% of the calculated Building Permit Fee, or minimum of **\$50.00**, whichever is greater.
(Not applicable if Plan Review is not Applicable).

CERTIFICATE OF OCCUPANCY FOR CHANGE OF USE PERMIT FEE	\$ 30.00
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CERTIFICATE OF OCCUPANCY FOR CHANGE OF OWNERSHIP/TENANT, APPLICABLE TO "A" USE GROUPS	
PERMIT FEE	\$ 30.00

PENALTY FEE FOR STRUCTURE OCCUPIED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY	\$250.00
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CERTIFICATE OF APPROPRIATENESS (FOR WORK AS DESCRIBED, NOT REQUIRING A BUILDING PERMIT) \$ 25.00
(If the scope of work requires a Building Permit, this special permit fee will not be required)

STORMWATER DETENTION PERMIT FEE	\$161.00
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COMMERCIAL MECHANICAL, ELECTRICAL AND PLUMBING PERMIT FEES ASSOCIATED WITH A BUILDING PERMIT:

40% of the Building Permit Fee, or minimum of **\$161.00** whichever is greater.

COMMERCIAL GAS PERMIT FEE	\$161.00
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COMMERCIAL AIR TEST ONLY PERMIT FEE	\$161.00
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COMMERCIAL MECHANICAL, ELECTRICAL AND PLUMBING PERMIT FEES WHICH ARE NOT ASSOCIATED WITH A BUILDING PERMIT:

PERMIT FEE	\$161.00
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MECHANICAL REFRIGERATION (COOLER) PERMIT FEE	\$ 25.00
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COMMERCIAL EXHAUST HOOD PERMIT FEE	\$ 25.00
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COMMERCIAL FIRE SPRINKLER SYSTEM WHEN CALCS ARE REQUIRED BY NFPA 13/13R OR DESIGNER OF RECORD:

NEW OVERHEAD FIRE SPRINKLER SYSTEM FIS PERMIT FEE	\$161.00
MODIFICATIONS TO EXISTING OVERHEAD SYSTEM PERMIT FEE	\$161.00
PLAN REVIEW FEE	\$242.00 (Applicable to Overhead only)
TECHNOLOGY FEE	\$ 50.00 (Applicable to Overhead FIS not associated with Building Permit)
NEW UNDERGROUND SYSTEM FIS PERMIT FEE	\$161.00

COMMERCIAL FIRE SPRINKLER ALTERATIONS/MODIFICATIONS WHEN NO CALCS ARE REQUIRED BY NFPA 13/13R OR DESIGNER OF RECORD. (No Plan Review or Technology Fee will be applied)

MODIFICATIONS TO EXISTING OVERHEAD SYSTEM PERMIT FEE	\$ 25.00
HOOD SUPPRESSION FIS PERMIT FEE	\$ 25.00

COMMERCIAL SIGNS:

PERMIT FEE (DETACHED)	\$235.00 (New installation or alteration of any kind)
PLAN REVIEW FEE (DETACHED)	\$100.00
TECHNOLOGY FEE (DETACHED)	\$ 44.00
PERMIT FEE (WALL)	\$ 65.00
PLAN REVIEW FEE (WALL)	\$ 50.00
TECHNOLOGY FEE (WALL)	\$ 12.00
TEMPORARY SIGN/BANNER PERMIT FEE	\$ 25.00/per 30 day period displayed

COMMUNICATION TOWERS: (Including Antenna upgrades and/or collocates)

PERMIT FEE	\$161.00
PLAN REVIEW FEE	\$242.00
TECHNOLOGY FEE	\$ 50.00

COMMERCIAL FLOODPLAIN DEVELOPMENT:

PERMIT FEE	\$161.00
PLAN REVIEW FEE	\$ 75.00
TECHNOLOGY FEE	\$ 50.00

Technology Fee will not be applied if Floodplain Permit is associated with a Building Permit.

COMMERCIAL PARKING LOT AS STAND ALONE FACILITIES:

PERMIT FEE	\$161.00
PLAN REVIEW FEE	\$242.00
TECHNOLOGY FEE	\$ 50.00

COMMERCIAL WRECKING PERMIT FEE	\$161.00
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COMMERCIAL BOARDED UP BUILDING PERMIT FEE **\$200.00/per 180 days**

COMMERCIAL FENCE PERMIT FEE

Fence 6 ft or less in height (Site Plan Review only)	NO COST PERMIT REQUIRED
Fence greater than 6 ft in height (Site and Structural Review)	\$ 50.00

VENDOR SITE PERMIT FEE **\$161.00**

MISCELLANEOUS FEES

COMMERCIAL RE-SUBMITTAL PLAN REVIEW FEE (Prior to Permit issuance)

\$250.00 for 4th submittal. \$500.00 for 5th and each submittal thereafter. If the Re-Submittal of the design documents is due solely to an error or omission by the City no additional fee or penalty will be assessed.

The Penalty Fee for failure to submit Change Orders/Field Directives for review PRIOR to work performed after permit issuance: **\$250.00 for the 1st infraction, \$500.00 for each infraction thereafter.** This penalty fee covers those instances in which changes in the design are made in the field prior to Plan Revisions being submitted to the Department of Building Development Services. This penalty fee is not applicable to aesthetic changes.

RE-INSPECTION FEES:

After the 1 st Re-Inspection	\$100.00
After the 2 nd and 3 rd Re-Inspection	\$200.00 /each
After 4 th Re-inspection and each additional Re-Inspection	\$500.00/each

Re-Inspections are defined as:

- 1 – Work not ready for requested inspection, i.e: work not installed or constructed when Inspector arrives on site.
- 2 – Re-Inspecting previously inspected work that has not been corrected.
- 3 – Jobsite not accessible after 2nd attempt when contractor has control of access.
- 4 – Failure to have a set of Approved Plans and Specs on site: 1st time = warning; 2nd time and all future times, Re-Inspection Fee will be assessed.
- 5- Calling for Inspection when work has been done but not in substantial conformance with the adopted codes or approved plans. This penalty fee covers those instances in which changes in the design are made in the field prior to plan revisions being submitted to the Department of Building Development Services. This penalty fee is applicable to aesthetic changes.

AFTER HOURS OR OVERTIME INSPECTION FEES: **\$ 45.00 per hour (minimum 2 hours)**

PENALTY FEE FOR WORK DONE WITHOUT A PERMIT:

The required **Permit Fee x 2 + \$200.00**. This penalty fee does not apply to emergency work performed when City Offices are closed. Contractor must obtain applicable permit next open business day after the work is performed.

BUILDING OR WRECKING PERMIT REQUIRED BY DANGEROUS BUILDING PROCEEDINGS AND AFTER THE ISSUANCE OF A LEGAL NOTICE OF VIOLATION: Required BLD or WRK Permit fee x 2

PERMITS REQUIRED BY ZONING ORDINANCE:

Unless specifically identified elsewhere in this Schedule, all Permits, Plan Reviews, Site Plan Reviews or Approvals provided by the Department of Building Development Services as listed in Chapter 36, Article III, known as the Land Development Code in Article I, the Zoning Ordinance, shall be assessed a fee equal to the minimum Building Permit Fee and/or minimum Plan Review Fee.

REUNDS: Permit fees for Projects that are abandoned before being started or inspected shall be refunded, less a **\$25.00** Processing Fee, provided the request is made within 180 days of the date of issuance of the permit. If in the opinion of the Director of Building Development Services, a situation develops that would warrant a refund beyond these limits, the Director shall be authorized to refund up to 90% of any fee listed in this Schedule of Fees.

BUILDING DEVELOPMENT SERVICES
CITY OF SPRINGFIELD
(Effective 07/01/2023)

NEW RESIDENTIAL BUILDINGS AND ADDITIONS:

To calculate the building permit fee you will need the following minimum information:

*Type of Construction Factor = **1.02 multiplied by 0.38**

Finished Living Area Square Footage (excludes garage and unfinished basement)

Use Group = **R-3 and IRC 2012**

(*Type of Construction Factor will be from a matrix of numbers based on Use Group and Construction Type as established by the IBC FEE CALCULATION DATA, and as amended by adoption of this Fee Ordinance. A copy is available from Building Development Services.)

Finished Living Area Square Footage x Gross Area Modifier **(85)** x Type of Construction Factor **(1.02 x 0.38)** =
Construction Factor used to calculate Building Permit Fee:

1 st 50,000 of Construction Factor x 0.004	= Permit Fee	A	+
2 nd 50,000 of Construction Factor x 0.003	= Permit Fee	B	+
3 rd 50,000 of Construction Factor x 0.002	= Permit Fee	C	+
Remaining amount x .001	= Permit Fee	D	
Total of A + B + C + D	= Building Permit Fee		
(minimum of \$142.00 , whichever is greater)			

RESIDENTIAL GARAGE ADDITION (ATTACHED OR DETACHED), HOME ADDITION OR ACCESSORY STRUCTURE PERMIT FEE:

Square Feet x **(85)** x **(1.02)** x **(0.38)** = **Construction Factor** used to calculate Building Permit Fee.

RESIDENTIAL MECHANICAL, ELECTRICAL, AND PLUMBING PERMIT FEE

40% of the Building Permit Fee, or minimum of **\$ 104.00**, whichever is greater

RESIDENTIAL GAS PERMIT FEE	\$104.00
RESIDENTIAL AIR TEST ONLY GAS PERMIT FEE	\$ 46.00

RESIDENTIAL MECHANICAL, ELECTRICAL, AND PLUMBING PERMIT FEES <u>WHICH ARE NOT</u> ASSOCIATED WITH A BUILDING PERMIT	\$104.00
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RESIDENTIAL MECHANICAL FURNACE AND / OR AIR CONDITIONER CHANGE OUTS:	\$ 46.00
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RESIDENTIAL PLUMBING WATER HEATER CHANGE OUTS:	\$ 46.00
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(Change outs are like for like replacements only, unless specifically approved by the Director of Building Development Services)

RESIDENTIAL ELECTRICAL SERVICE REPAIRS PERMIT FEE:	\$ 46.00
CERTIFICATE OF APPROPRIATENESS (FOR WORK AS DESCRIBED, NOT REQUIRING A BUILDING PERMIT) (If the scope of work requires a Building Permit, this Special Permit Fee will not be required) \$ 25.00	
RESIDENTIAL LAWN SPRINKLER SYSTEM, BACKFLOW PREVENTER INSTALLATION PLUMBING PERMIT FEE	\$ 104.00
WRECKING PERMIT FEE	\$142.00
BOARDED UP BUILDING PERMIT FEE	\$200.00/per 180 days (6 months)
FENCE PERMIT FEE	
Fence 6 ft or less in height (Site Plan Review only)	NO COST PERMIT
Fence greater than 6 ft in height (Site and Structural Review Required)	\$ 50.00
SWIMMING POOL PERMIT FEE (Site Plan Approval and Signed Agreement Required)	\$142.00
FAMILY HOME DAY CARE INSPECTION PERMIT FEE:	\$142.00
RESIDENTIAL WHEEL CHAIR RAMP PERMIT FEE (Site Plan and Elevation Slope Approval Required)	NO COST PERMIT
RESIDENTIAL HOUSE MOVING PERMIT FEE	\$142.00
RESIDENTIAL FOUNDATION / REPAIR FOR MOVED STRUCTURE PERMIT FEE	\$142.00
<u>MISCELLANEOUS FEES</u>	

RE-INSPECTION FEES:

After the 1 st Re-Inspection	\$100.00
After the 2 nd and 3 rd Re-Inspection	\$200.00 /each
After 4 th Re-inspection and each additional Re-Inspection	\$500.00/each

Re-Inspections are defined as:

- 1 – Work not ready for requested inspection, i.e: work not installed or constructed when Inspector arrives on site
- 2 – Re-Inspecting previously inspected work that has not been corrected
- 3 – Jobsite not accessible after 2nd attempt when contractor has control of access
- 4 – Failure to have a set of Approved Plans and Specs on site: 1st time = warning; 2nd time and all future times, Re-Inspection Fee will be assessed.

Penalty for calling for inspection when work has been done but not in substantial conformance with the Adopted Codes or approved plans **\$250.00 for 1st time** per Project, **\$500.00 for each inspection thereafter.**

AFTER HOURS OR OVERTIME INSPECTION FEES:	\$45.00 per hour (minimum 2 hours)
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PENALTY FEE FOR WORK DONE WITHOUT A PERMIT:

The required Permit Fee x 2 + \$200.00. This penalty fee does not apply to emergency work performed when City Offices are closed. Contractor must obtain applicable permit next open business day after the work is performed.

BUILDING OR WRECKING PERMIT REQUIRED BY DANGEROUS BUILDING PROCEEDINGS AND AFTER THE ISSUANCE OF A LEGAL NOTICE OF VIOLATION: Required BLD or WRK Permit fee x 2

PERMITS REQUIRED BY ZONING ORDINANCE:

Unless specifically identified elsewhere in this Schedule, all Permits, Plan Reviews, Site Plan Reviews or Approvals provided by the Department of Building Development Services as listed in Chapter 36, Article III, known as the Land Development Code in Article I, the Zoning Ordinance, shall be assessed a fee equal to the minimum Building Permit Fee or minimum Plan Review Fee.

REFUNDS: Permit fees for Projects that are abandoned before being started or inspected shall be refunded, less a **\$25.00** Processing Fee, provided the request is made within 180 days of the date of issuance of the permit. If in the opinion of the Director of Building Development Services, a situation develops that would warrant a refund beyond these limits, the Director shall be authorized to refund up to 90% of any fee listed in this Schedule of Fees.



EXPLANATION TO COUNCIL BILL 2023-037 (SCHILLING)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Public Works

PURPOSE: A special ordinance declaring the necessity of acquiring by condemnation the real property herein described for the purpose of constructing and maintaining storm water and bridge infrastructure in the Renewal of Jordan Creek Improvements Phase 1 Project and the Main Avenue Bridge Replacement Project; and authorizing designated officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

BACKGROUND INFORMATION: Both the Renewal of Jordan Creek Improvements Phase 1 #2019PW0073 and the Main Avenue Bridge Replacement projects #2017PW0018 have been included in the Council-approved Capital Improvement Plan (Project #18-0043 and Project #17-0165) since 2018. The daylighting of Jordan Creek will help to reduce flooding in this area, improve water quality, spur redevelopment in downtown, and fulfill part of the community's vision originally identified in the Jordan Valley Concept Plan. The Main Avenue Bridge project will replace a bridge in structurally poor condition and lengthen the bridge to improve safety by reducing the frequency of overtopping during larger storm events. Construction will be funded from various sources, including but not limited to: Level Property Tax, 1/4-Cent Capital Improvement Sales Tax, 1/8-Cent Transportation Sales Tax, Green Infrastructure funds, and various grants.

The City's right-of-way staff have reached agreements and acquired all the necessary real estate and easements except for one property. This Ordinance allows the Law Department to begin condemnation proceedings regarding the sole remaining property as shown in "Exhibit 1," which is owned by Sterling D. Mathis and Melissa S. Mathis. The City has made repeated efforts to engage in negotiations with the property owners.

City right-of-way staff will continue negotiation efforts with the remaining property to acquire the real estate. To allow these projects to remain on schedule for contractor award in Spring of 2024, it is necessary to begin condemnation proceedings at this time. Should a negotiated settlement be reached with the remaining property owner, condemnation proceedings will be terminated.

REMARKS: Public Works recommends approval of this Council Bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 1/26/2023

Attachments:

1. 334 N. Main Ave Condemnation_ord
2. 334 N. Main Ave Condemnation_Exh 1
3. 334 N. Main Ave Condemnation_Exh 2

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 01-31-23

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-037

SPECIAL ORDINANCE _____

AN ORDINANCE

1 DECLARING the necessity of acquiring by condemnation the real property herein
2 described for the purpose of constructing and maintaining storm water
3 and bridge infrastructure in the Renewal of Jordan Creek Improvements
4 Phase 1 Project and the Main Avenue Bridge Replacement Project; and
5 authorizing designated officers, or their designees, to do all things
6 necessary to carry out the terms of this Ordinance.
7 _____
8

9 WHEREAS, both the Renewal of Jordan Creek Improvements Phase 1 and the
10 Main Avenue Bridge Replacement projects have been included in the Council-approved
11 Capital Improvement Plan (Project #18-0043 and Project #17-0165) since 2018; and
12

13 WHEREAS, the City has reached agreements and acquired all the necessary
14 real property and easements for these projects except for one property; and
15

16 WHEREAS, to allow these projects to remain on schedule, it is necessary to
17 begin condemnation proceedings at this time.
18

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

22 Section 1 – City Council hereby declares it necessary to condemn the following
23 described property, for the purpose of constructing and maintaining storm water and
24 bridge infrastructure in the Renewal of Jordan Creek Improvements Phase 1 Project,
25 identified as project #2019PW0073, and the Main Avenue Bridge Replacement Project,
26 identified as project #2017PW0018, to-wit:
27

28 Owner(s) of Tract 1 are Sterling D. Mathis and Melissa S. Mathis, husband and wife
29 under Warranty Deed dated May 1, 2002. Also, Allen Icet, Greene County Collector of
30 Revenue, to the extent of any unpaid taxes.
31

32 Tract #1: (Mathis)
33

34 All beginning at a point on the East side of North Main Avenue in the City of Springfield,
35 Greene County, Missouri 62.52 feet North of the intersection of said Main Avenue with
36 the North line of Water Street; thence North 50 feet; thence East 75 feet; thence South
37 50 feet; thence West 75 feet to the point of beginning in the City of Springfield, Greene
38 County, Missouri; EXCEPT any part thereof taken, deeded, or used for road or highway
39 purposes.
40

41 Section 2 – City Council hereby finds and declares that the Renewal of Jordan
42 Creek Improvements Phase 1 Project, identified as project #2019PW0073, and the
43 Main Avenue Bridge Replacement Project, identified as project #2017PW0018, serve a
44 legitimate public purpose as it is necessary to replace a bridge in poor condition and to
45 complete the daylighting of Jordan Creek, which will reduce flooding in the area,
46 improve water quality, and spur redevelopment.
47

48 Section 3 – The City Attorney, or her designee, is hereby authorized to proceed
49 immediately with condemnation proceedings against the above-described properties as
50 authorized by Article II, Sections 2.16(3), (7) and (10), and Article XIX, Section 19.18 of
51 the City Charter; and the officers of the City are further authorized to exercise any and
52 all powers necessary to carry out the terms of this Ordinance.
53

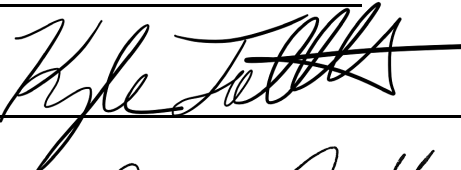
54 Section 4 – This Ordinance shall be in full force and effect from and after
55 passage.
56

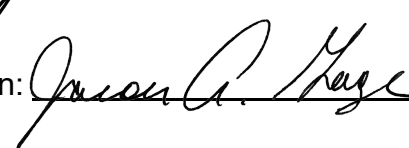
57 Passed at meeting: _____
58

59 _____
60 Mayor

61 Attest: _____, City Clerk
62

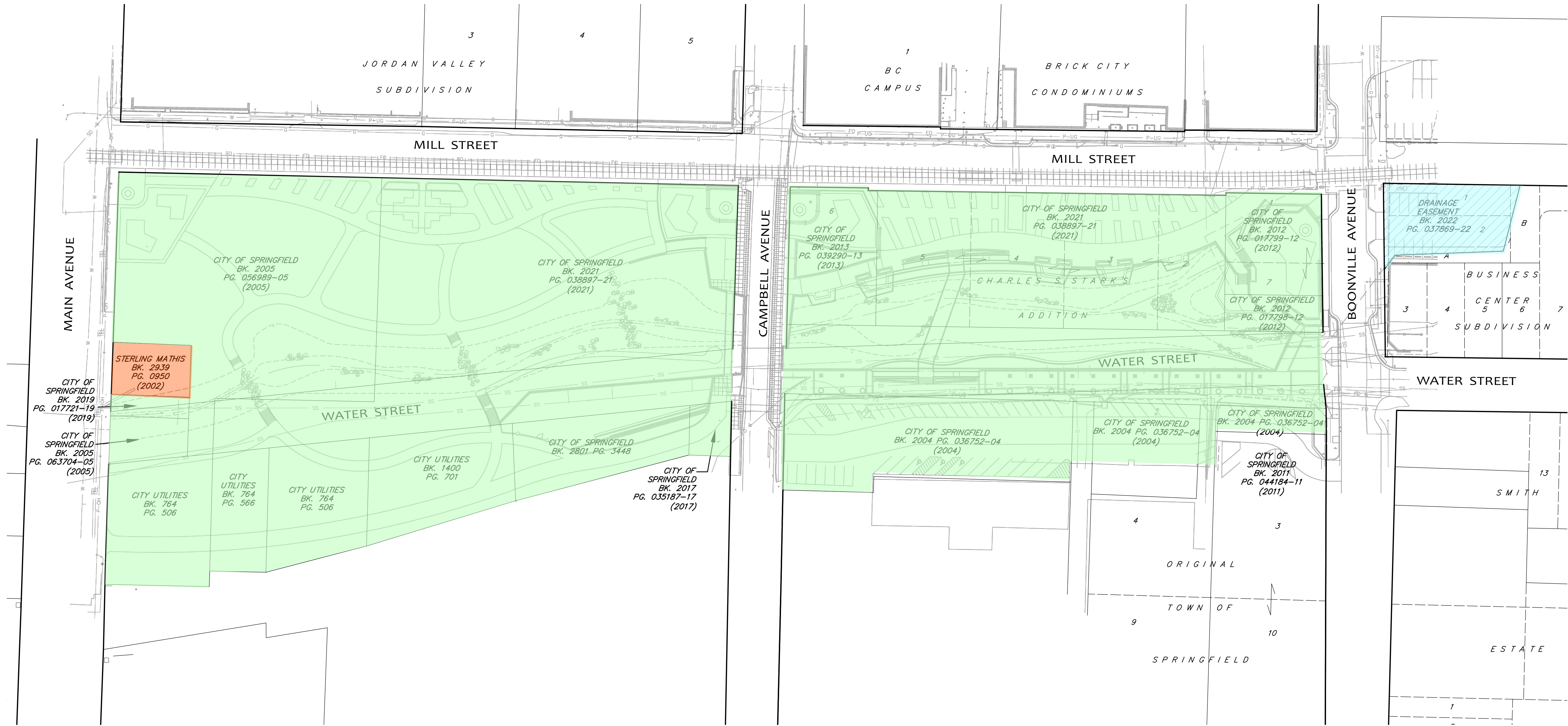
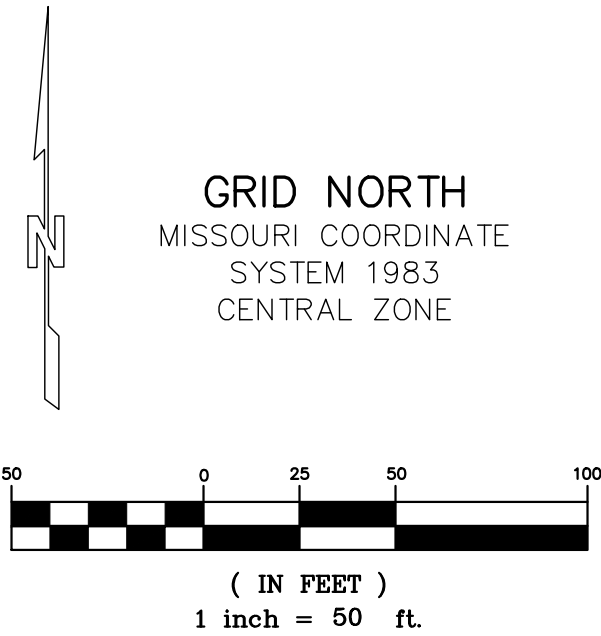
63 Filed as Ordinance: _____
64

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

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

Jordan Creek
Renewal Exhibit

EXHIBIT 1



Jordan Creek Renewal Project IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI	Date: 09/12/2022	Transportation Engineering Survey Section Building - M 827 N Franklin	CITY of SPRINGFIELD 
	Project No:		
	Public Works No: n/a		
	Dwg Name: JordanCreekRenewal_Exhibit		

334 N. Main Avenue – Hotel of Terror





EXPLANATION TO COUNCIL BILL 2023-038 (HORTON)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Public Works

PURPOSE: A special ordinance declaring the necessity of acquiring by condemnation permanent and temporary easements over, under, and through the property herein described for the purpose of constructing and maintaining storm water infrastructure in the Grant and Norton Stormwater Improvement Project; and authorizing designated officers, or their designees, to do all things necessary to carry out the terms of this Ordinance.

BACKGROUND INFORMATION: To declare the necessity of condemning permanent and temporary easements over, under, and through the property herein described for the purpose of constructing and maintaining storm water infrastructure in the Grant and Norton Stormwater Improvement Project #2019PW0034; and to authorize designated officers, or their designees, to do all things necessary to carry out the terms of the Ordinance.

The Grant and Norton Stormwater Improvements have been included in the Council-approved Capital Improvement Plan (Project #19-0004) since 2019. This project is necessary to reduce flooding to properties along Woodridge Street and Kerr Street east of Grant Avenue, and flooding along Grant Avenue from Kerr Street to Norton Road. The project will include installation of new stormwater piping and inlets along Kerr Street east of Grant Avenue, extending up to Woodridge Street, and along Grant Avenue from Kerr Street to Norton Road (Exhibit A). Construction will be funded through: Level Property Tax, 1/4-Cent Capital Improvement Sales Tax, and the Detention Buyout Fund.

The City right-of-way staff have reached agreements regarding the necessary permanent and temporary easements on five (5) out of six (6) tracts. The remaining easement (shown in red on Exhibit B) presents a unique challenge which prompts the need to begin the eminent domain process to complete the acquisition process. This Ordinance allows the Law Department to begin condemnation proceedings regarding the sole remaining easement as shown in red on "Exhibit C," which is owned by Carol W. Kester, a person now deceased.

Since we cannot obtain a legally sound easement from Carol W. Kester and determining heirship and locating heirs would be a costly and time-consuming process with no guarantee of success, it is now necessary to move forward and use the eminent domain process to obtain the necessary easements to complete this much needed project.



REMARKS: The Public Works Department recommends passage of the Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 1/26/2023

Attachments:

1. 608 W. Kerr St. Condemnation_ord
2. 608 W. Kerr St Condemnation_Exh A
3. 608 W. Kerr St Condemnation_Exh B
4. 608 W. Kerr St Condemnation_Exh C

One-rdg. _____
P. Hmgs. _____
Pgs. 10
Filed 01-31-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-038

SPECIAL ORDINANCE _____

AN ORDINANCE

1 DECLARING the necessity of acquiring by condemnation permanent and temporary
2 easements over, under, and through the property herein described for
3 the purpose of constructing and maintaining storm water infrastructure in
4 the Grant and Norton Stormwater Improvement Project; and authorizing
5 designated officers, or their designees, to do all things necessary to
6 carry out the terms of this Ordinance.
7 _____
8

9 WHEREAS, the Grant and Norton Stormwater Improvement Project
10 #2019PW0034, has been included in the Council-approved Capital Improvement Plan
11 (Project #19-0004) since 2019; and
12

13 WHEREAS, the City has reached agreements and acquired all the necessary
14 permanent and temporary easements for these projects on five out of six tracts; and
15

16 WHEREAS, the remaining tract presents legal issues best addressed through
17 condemnation.
18

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

22 Section 1 – City Council hereby declares it necessary to condemn the following
23 described property, for the purpose of constructing and maintaining storm water
24 infrastructure in the Grant and Norton Stormwater Improvement Project, identified as
25 Project #2019PW0034, to-wit:
26

27 Owner(s) of Tract 1 (608 W. Kerr St.) Carol L. Kester, a single person now deceased,
28 under Warranty Deed dated December 11, 1998. Also, Allen Icet, Greene County
29 Collector of Revenue, to the extent of any unpaid taxes.
30

31 Tract #1: (608 W. Kerr St.)
32

33 A PERPETUAL DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

34 All of that part of Lot 7, of Carmichael Subdivision, recorded in Plat Book P at Page 47,
35 in the Greene County Recorder's Office in the City of Springfield, Greene County,
36 Missouri, being more particularly described as follows:

37
38 BEGINNING at the Northwest corner of said Lot 7; thence S87°54'32"E, along the North
39 line of said Lot 7, a distance of 4.16 feet; thence S02°17'11"W, a distance of 108.70
40 feet; thence S38°44'34"E, a distance of 38.02 feet; thence S01°39'51"W, a distance of
41 3.08 feet to a point on the South line of said Lot 7; thence N87°54'32"W, along said
42 South line, a distance of 17.19 feet; thence N38°44'34"W, a distance of 17.56 feet to a
43 point on the West line of said Lot 7; thence N02°05'28"E, a distance of 127.26 feet to
44 the POINT OF BEGINNING.

45
46 Containing 910 square feet, more or less, and subject to any rights-of-way, easements,
47 and restrictions of record.

48
49 ALSO,

50
51 A TEMPORARY CONSTRUCTION EASEMENT:

52
53 All of that part of Lot 7, of Carmichael Subdivision, recorded in Plat Book P at Page 47,
54 in the Greene County Recorder's Office in the City of Springfield, Greene County,
55 Missouri, being more particularly described as follows:

56
57 BEGINNING at the Southwest corner of said Lot 7; thence N02°05'28"E, along the West
58 line of said Lot 7, a distance of 13.29 feet; thence S38°44'34"E, a distance of 17.56 feet
59 to a point on the South line of said Lot 7; thence N87°54'32"W, along said South line, a
60 distance of 11.48 feet to the POINT OF BEGINNING.

61
62 ALSO,

63
64 COMMENCING at the Southwest corner of said Lot 7; thence S87°54'32"E, along the
65 South line of said Lot 7, a distance of 28.67 feet for a POINT OF BEGINNING; thence
66 N01°39'51"E, a distance of 3.08 feet; thence N38°44'34"W, a distance of 38.02 feet;
67 thence N02°17'11"E, a distance of 108.70 feet to a point on the North line of said Lot 7;
68 thence S87°54'32"E, along said North line, a distance of 9.00 feet; thence S02°17'11"W,
69 a distance of 33.03 feet; thence N87°42'49"W, a distance of 7.00 feet; thence
70 S02°17'11"W, a distance of 30.01 feet; thence S87°42'49"E, a distance of 7.00 feet;
71 thence S02°17'11"W, a distance of 42.32 feet; thence S38°44'34"E, a distance of 37.96
72 feet; thence S01°39'51"W, a distance of 6.46 feet to a point on said South line; thence
73 N87°54'32"W, along said South line, a distance of 9.00 feet to the POINT OF
74 BEGINNING.

75
76 Containing 1,214 square feet, more or less, and subject to any rights-of-way,
77 easements, and restrictions of record. Said Temporary Construction Easement to
78 terminate upon completion and acceptance of improvements.

80 Section 2 – City Council hereby finds and declares that the Grant and Norton
81 Stormwater Improvement Project, identified as Project #2019PW0034, serves a
82 legitimate public purpose as it includes needed improvements to the City’s stormwater
83 infrastructure.

84
85 Section 3 – The City Attorney, or her designee, is hereby authorized to proceed
86 immediately with condemnation proceedings against the above-described properties as
87 authorized by Article II, Sections 2.16(3), (7) and (10), and Article XIX, Section 19.18 of
88 the City Charter; and the officers of the City are further authorized to exercise any and
89 all powers necessary to carry out the terms of this Ordinance.

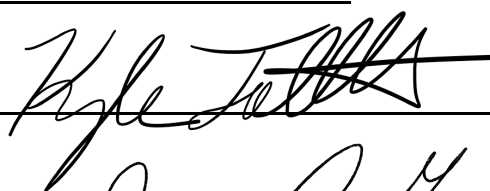
90
91 Section 4 – This Ordinance shall be in full force and effect from and after
92 passage.

93
94 Passed at meeting: _____

95
96 _____
97 Mayor

98 Attest: _____, City Clerk

99
100 Filed as Ordinance: _____

101
102 Approved as to form:  _____, Assistant City Attorney

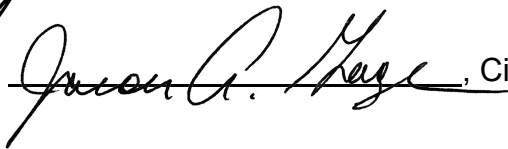
103
104
105 Approved for Council action:  _____, City Manager
106

EXHIBIT A

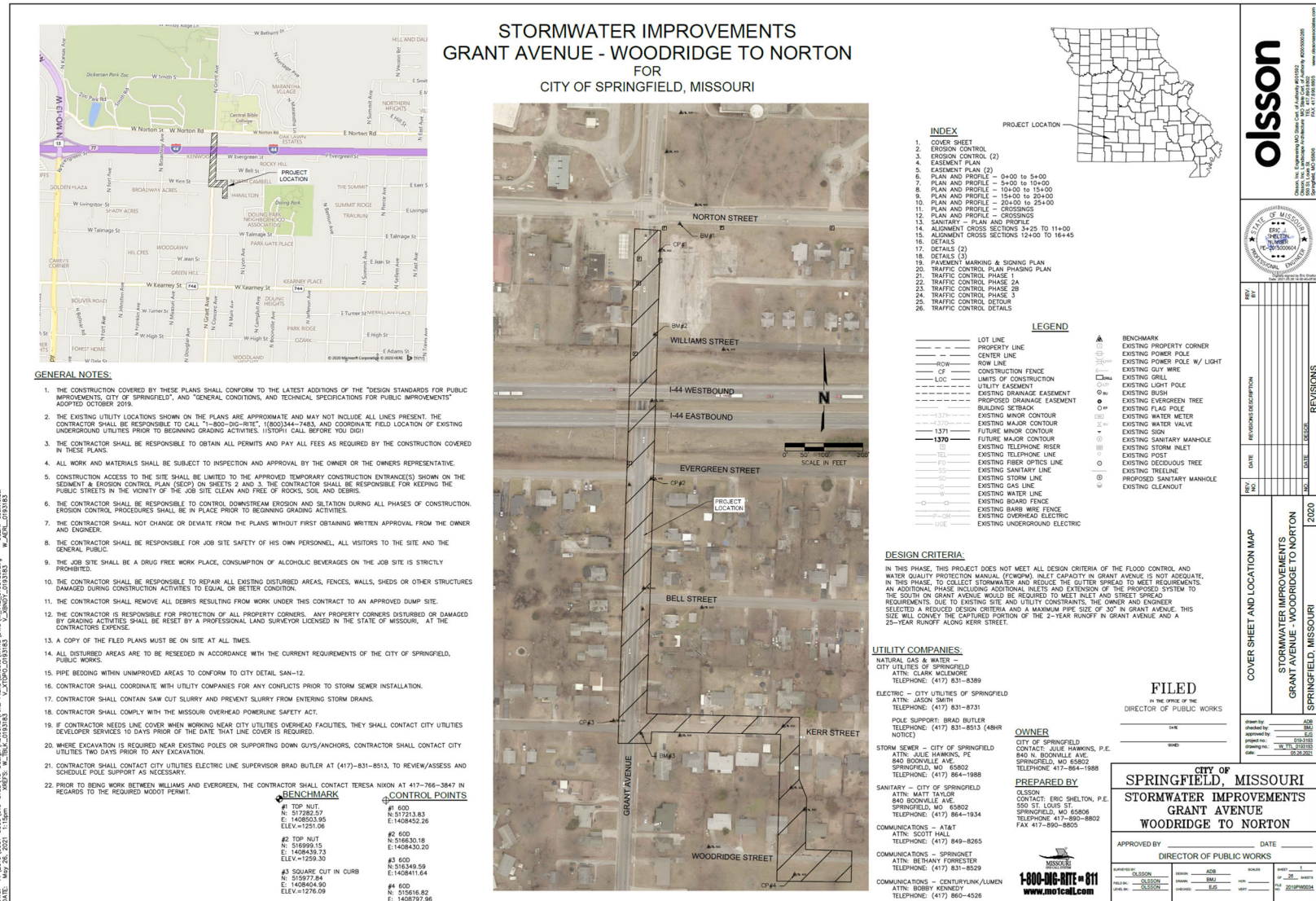


Exhibit C

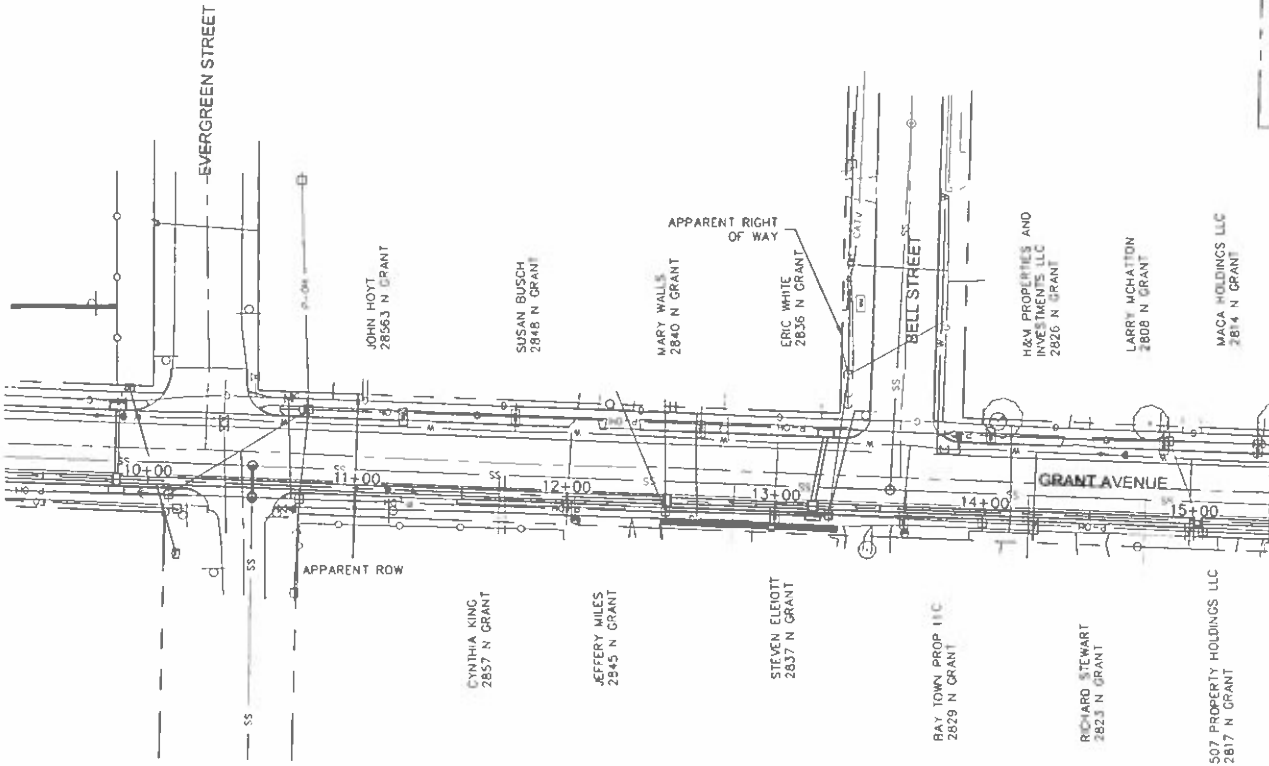


EASEMENT INFORMATION				
PARCEL NUMBER	OWNER/ OWNER ADDRESS	LEGAL DESCRIPTION	PERMANENT DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
1	MCNEW, SHARON 2800 NORTH GRANT AVENUE SPRINGFIELD MO 65803	PENTECOSTAL ADD LOT 1 (EX N 30 FT)	139 SF	717 SF
2	KESTER, CAROL 608 KERR STREET SPRINGFIELD, MO 65803	CARMICHAEL SUB DIV LOT 7 (EX E 5 FT)	910 SF	1,214 SF
3	MEGA HOLDINGS 2 LLC PO BOX 1158 OZARK MO 65721	CARMICHAEL SUB DIV LOT 6	1,334 SF	994 SF
4	BANKS, CHAD 605 W WOODRIDGE STREET SPRINGFIELD, MO 65803	HAMILTONS 2ND SUB DIV LOT 2	1,378 SF*	411 SF
5	BOWERS, ROBERT 613 W WOODRIDGE STREET SPRINGFIELD, MO 65803	HAMILTONS 2ND SUB DIV LOT 3	1,517 SF	1,694 SF
6	BAPTIST TEMPLE OF SPFD INC 2655 NORTH GRANT STREET SPRINGFIELD, MO 65803	SPRINGS SUB DIV N/2 LOT 10 (EX W 170.5 FT)	265 SF	9,935 SF

NOTE: PARCEL 4 HAS 1370 SF OF EXISTING DRAINAGE EASEMENT

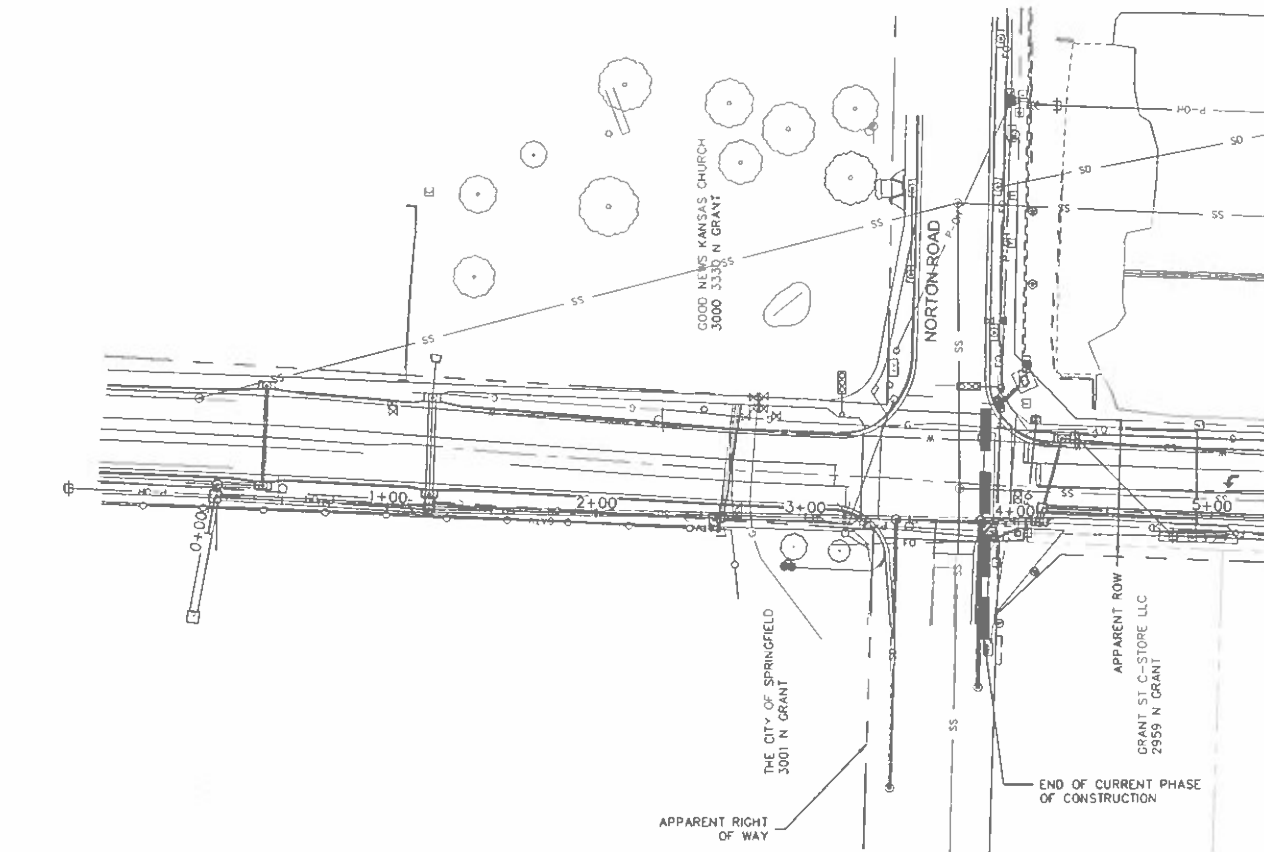
LEGEND

- EXISTING DRAINAGE EASEMENT
- PERMANENT DRAINAGE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT



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 USER: eschneider



LEGEND

-  PERMANENT DRAINAGE EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT



EXPLANATION TO COUNCIL BILL 2023-039 (SIMPSON)

FILED: 01/30/2023

ORIGINATING DEPARTMENT: Law

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the State of Missouri, Office of Administration, for the purpose of accepting state American Rescue Plan Act (“ARPA”) funds appropriated by the General Assembly for the benefit of the Greene County Agricultural and Mechanical Society d/b/a the Ozarks Empire Fair; authorizing the City Manager, or his designee, to enter into a subrecipient grant agreement with the Ozarks Empire Fair Foundation for the funds appropriated by House Bill 3020, Section 20.851, Fiscal Year 2023, for the benefit of the Ozarks Empire Fair; and amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of \$10,000,000.

BACKGROUND INFORMATION: The Missouri General Assembly appropriated funds from the Coronavirus State Fiscal Recovery – Revenue Replacement Fund to the Office of Administration (“OA”) in House Bill 3020, Section 20.851, Fiscal Year 2023, in the amount of \$10,000,000 for the planning, design, and construction in a county of the first classification meeting certain criteria for a non-profit organization supporting youth in agriculture. The intended recipient of the appropriated funds is the Greene County Agricultural and Mechanical Society d/b/a the Ozarks Empire Fair (“Fair Foundation”). The OA will not release the funds directly to the Fair Foundation but requires that a local political subdivision enter into an agreement with the OA to receive the funds. The political subdivision will then disburse the funds to the Fair Foundation under certain conditions.

Because the City owns the property leased by the Fair Foundation, the City has been asked to enter into an agreement with the OA accepting the funds so that the City can disburse the funds to the Fair Foundation. The agreement with the OA will make the City responsible for any misuse of the appropriated funds. The agreement also requires the City to enter into a subrecipient agreement with the Fair Foundation prior to the disbursement of the appropriated funds to the City.

Passage of the Council bill would authorize the City Manager to enter into the agreement with the OA and to enter into a subrecipient agreement with the Fair Foundation.

Submitted By: Rhonda Lewsader, City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Jason Gage, City Manager 2/1/2023



- Attachments:**
1. Fair State ARPA Appropriation_Ord
 2. Fair State ARPA Appropriation_Ex 1
 3. Fair State ARPA Appropriation_Ex 2
 4. Fairgrounds ARPA _Exh 3

One-rdg. _____
P. Hmgs. _____
Pgs. 54
Filed: 01-31-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-039

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 State of Missouri, Office of Administration, for the purpose of
3 accepting state American Rescue Plan Act ("ARPA") funds
4 appropriated by the General Assembly for the benefit of the Greene
5 County Agricultural and Mechanical Society d/b/a the Ozarks Empire
6 Fair; authorizing the City Manager, or his designee, to enter into a
7 subrecipient grant agreement with the Ozarks Empire Fair Foundation
8 for the funds appropriated by House Bill 3020, Section 20.851, Fiscal
9 Year 2023, for the benefit of the Ozarks Empire Fair; and amending
10 the budget of the City of Springfield for Fiscal Year 2022-2023 in the
11 amount of \$10,000,000.
12 _____
13

14 WHEREAS, the Missouri General Assembly appropriated funds from the
15 Coronavirus State Fiscal Recovery – Revenue Replacement Fund to the Office of
16 Administration ("OA") in House Bill 3020, Section 20.851, Fiscal Year 2023, in the
17 amount of \$10,000,000 for the planning, design, and construction in a county of the first
18 classification meeting certain criteria for a non-profit organization supporting youth in
19 agriculture; and
20

21 WHEREAS, the intended recipient of the appropriated funds is the Greene
22 County Agricultural and Mechanical Society d/b/a the Ozarks Empire Fair ("Fair
23 Foundation"); and
24

25 WHEREAS, the OA will not release the funds directly to the Fair Foundation but
26 requires that a local political subdivision enter into an agreement with the OA to receive
27 the funds and disburse the funds to the Fair Foundation under certain conditions; and
28

29 WHEREAS, the City's agreement with the OA will cause the City to become
30 responsible for any misuse of the appropriated funds and requires the City to execute a
31 subrecipient agreement with the Fair Foundation, which must include certain terms
32 required by the OA and the federal government, prior to the OA disbursing the
33 appropriated funds to the City; and
34

35 WHEREAS, the City and the Fair Foundation have reached proposed terms for a
36 subrecipient agreement.
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 City Manager, or his designee, is hereby authorized to enter into
42 an agreement with the State of Missouri, Office of Administration, for the purpose of
43 accepting state ARPA funds appropriated by the General Assembly for the benefit of the
44 Fair Foundation, in order to receive the funds and disburse the funds to the Fair
45 Foundation upon satisfaction of certain terms, said agreement to be substantially the
46 same as the document attached hereto and incorporated herein by reference as “Exhibit
47 1.”
48

49 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
50 a subrecipient grant agreement with the Fair Foundation, in order to disburse funds
51 appropriated to the OA by the General Assembly to the Fair Foundation upon
52 satisfaction of certain terms, said agreement to be substantially the same as the
53 document attached hereto and incorporated herein by reference as “Exhibit 2.”
54

55 Section 3 – The budget of the City of Springfield for Fiscal Year 2022-2023 is
56 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
57 No. 035, a copy of which is attached hereto and incorporated herein by reference as
58 “Exhibit 3.”
59

60 Section 4 – City Council hereby finds that the budget adjustment made above
61 has been recommended by the City Manager.
62

63 Section 5 – The City Manager is directed to cause the appropriate accounting
64 entries to be made in the books and records of the City.
65

66 Section 6 – This Ordinance shall be in full force and effect immediately upon
67 adoption.
68

69 Passed at meeting: _____
70

71 _____
72 Mayor
73

74 Attest: _____, City Clerk
75

76 Filed as Ordinance: _____
77

78
79 Approved as to form: Rhonda Lewsader, City Attorney
80

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

**AGREEMENT BETWEEN
THE OFFICE OF ADMINISTRATION
AND THE CITY OF SPRINGFIELD
FISCAL YEAR 2023**

This Agreement (“Agreement”) is entered into by and between the State of Missouri, Office of Administration (“OA”) and the City of Springfield, Missouri. (“Recipient”) (OA and Recipient are jointly referred to herein as “Parties” or individually as “Party”).

WHEREAS, the Missouri General Assembly appropriated funds to the Office of Administration in House Bill 3020, Section 20.851 (Fiscal Year 2023) (“Legislation”) from the Coronavirus State Fiscal Recovery – Revenue Replacement Fund (Fund Number 2464) in the amount of \$10,000,000.00 for planning, design, and construction in a county of the first classification meeting certain criteria for a non-profit organization supporting youth in agriculture (“Appropriation”); and

WHEREAS, the intended beneficiary of these funds is the Greene County Agricultural and Mechanical Society d/b/a Ozark Empire Fair (“Subrecipient”); and

WHEREAS, a new building is to be constructed on land owned by Recipient and leased to Subrecipient as part of the fairgrounds; and

WHEREAS, OA intends to authorize payment to Recipient pursuant to the Appropriation, provided that Recipient or Subrecipient contributes matching funds pursuant to the Legislation;

NOW WHEREFORE, the Parties agree to the following terms and conditions:

1. This Agreement shall be effective as of the date of the signature last set forth below and shall continue until any work funded in whole or in part by the Appropriation is complete, unless terminated as set forth below.
2. Prior to distribution of any Appropriation funds, either Party may terminate this Agreement at any time by giving written notice to the other Party at the address designated below. After distribution of the Appropriation funds, this Agreement may not be terminated except in the event of material breach.
3. Recipient understands and agrees that the Appropriation amount may be reduced unilaterally by OA due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to Mo. Const. Art. IV, § 27. Recipient further understands and agrees that neither OA nor the State of Missouri shall be liable for any costs or injuries caused by or related to a lack of funds, insufficient appropriations, or withholdings.
4. Recipient understands and agrees that the Appropriation funds shall be used solely for the public purpose(s) set forth in the Legislation. Use of the Appropriation funds for any other purpose by Recipient will constitute a material breach of this Agreement, and shall require Recipient to repay that portion of the Appropriation funds used improperly.

5. Prior to submitting any request for payment pursuant to this Agreement, Recipient shall provide documentation evidencing the availability of local matching funds. Such documentation may include, but is not limited to, bank statements, loan documentation, letters of credit, or other financial documentation or evidence of in-kind contribution as OA deems appropriate. If Recipient provides documentation of local matching funds in the amount of the Appropriation, Recipient may request payment of the entire Appropriation. If local match is not available in an amount equal to the Appropriation, Recipient can request payment up to the amount of local match available (50/50 match). If Recipient requests less than the amount of the Appropriation, Recipient may request additional funds at any time during the Period of Performance, provided that the total of all funds provided to Recipient may not exceed the amount of the Appropriation. The period of performance for this award begins on March 3, 2021, and ends no later than December 31, 2026. In no event shall any portion of the Appropriation be used to fund the local match requirement. The local match requirement must be satisfied through expenditure of local funds and/or in-kind matches specific to this project from no earlier than March 1, 2020, in an amount equal to or greater than the amount of the Appropriation that is ultimately disbursed. The appropriateness of expenditures and in-kind matches shall be determined by OA.
6. Prior to submitting any request for payment pursuant to this Agreement, Recipient shall submit documentation showing to OA's satisfaction an appropriate intended use of the Appropriation funds and compliance with this Agreement and the Legislation. Such documentation shall include, but is not limited to, contract(s) entered into by Recipient or Subrecipient, or agreements between the Recipient or Subrecipient, for the work.
7. Recipient shall submit invoices or other form of requests for payment to OA as directed. Recipient may request payment of the Appropriation funds in installments, after the work to be funded by the Appropriation is performed and paid for by Recipient, but no more than monthly. Each invoice or request for payment shall be accompanied by supporting documentation showing to the satisfaction of OA what materials or services Recipient is requesting reimbursement for, including, but not limited to, a copy of invoice(s) from the Recipient's contractor(s) and evidence of payment. Recipient may request reimbursement only for funds expended on or after March 3, 2021. Each invoice or other form of request for payment shall include a spreadsheet, to be provided by OA, updated throughout the project and supporting documentation showing to the satisfaction of OA expenditure of Recipient's local match in an amount equal to or greater than the amount of reimbursement being requested.
8. Recipient agrees that it will maintain records related to the Appropriation for a period of no less than five (5) years after this Agreement expires in accordance with Exhibit A hereto (Terms and Conditions for Grantee Receipt of Federal ARPA SFRF Funds). Recipient agrees that OA and any governmental representatives shall have access to any and all receipts, contracts, books, documents, papers, memoranda, and other records of Recipient for the purpose of auditing or examining Recipient's use or granting of the Appropriation funds and compliance with this Agreement and applicable law. Recipient agrees that costs to resolve or ameliorate any non-compliance noted by governmental representatives shall not be reimbursed by the State of Missouri and shall be the sole responsibility of Recipient.
9. Recipient understands and agrees that the Appropriation consists of federal funds received by the State of Missouri pursuant to the American Rescue Plan Act ("ARPA"). Therefore, Recipient shall comply with all laws and regulations applicable to such funds, including, but not limited to, those

set forth in the “Terms and Conditions for Grantee Receipt of Federal ARPA SFRF Funds” attached hereto and incorporated herein by reference as Exhibit A, and the following:

- A. Recipient shall comply with all state and federal civil rights and anti-discrimination laws, and further agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.
 - B. Any construction, renovation, maintenance or repair to real property funded in whole or in part with Appropriation funds shall comply with the Americans with Disabilities Act and its implementing regulations and standards, and with all applicable building codes and standards of the authority having jurisdiction.
 - C. Because the work involves the use of public funds, Recipient shall require its contractors and subcontractors to comply with Missouri’s Prevailing Wage Law, §§ 290.210 to 290.340, RSMo, if the work constitutes a “public work” under Section 290.210(9) RSMo and 8 CSR 30-3.020 and any workers on the project are employed by or on behalf of any public body as defined in Section 290.210(8) RSMo.
10. Neither OA nor the State of Missouri is or shall be a party to any contract entered into by Recipient using Appropriation funds, and neither OA nor the State of Missouri shall be subject to any obligations or liabilities to the contractor or any other party as a result of such contract or this Agreement.
11. To the extent permitted by Missouri law, Recipient agrees to waive, release, indemnify and hold harmless OA and the State of Missouri from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from or related to the Appropriation and any work funded in whole or in part from the Appropriation.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

Office of Administration

By: _____
Ken Zellers, Commissioner of Administration

Date: _____

OA Address:
Office of Administration
State Capitol Building, Room 125
PO Box 809
Jefferson City, MO 65101-0809

City of Springfield

By: _____

Date: _____

Recipient Address:
City of Springfield, Missouri
840 N. Boonville Ave.
Springfield, MO 65802

Approved as to form:

City Attorney or designee

EXHIBIT A

TERMS AND CONDITIONS FOR GRANTEE **RECEIPT OF FEDERAL ARPA SFRF FUNDS**

I. Use of Funds: **City of Springfield** (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury’s (“Treasury”) regulations and guidance implementing that section, and in compliance with all other restrictions and specifications on use set forth in or applicable through this Agreement. The intended beneficiary of these funds is the Greene County Agricultural and Mechanical Society d/b/a Ozark Empire Fair (“Subgrantee”). Grantee will determine prior to engaging in any project or passing through any funds to Subgrantee for Subgrantee to engage in any project using this assistance that Grantee and/or Subgrantee has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on March 3, 2021, and ends no later than December 31, 2026. Grantee may use funds granted under this Agreement to cover eligible costs incurred between March 3, 2021, and December 31, 2024.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant.

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.¹ Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee’s obligations under this section

¹ For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have access to the subrecipient’s records and financial statements as necessary for the pass-through entity to meet the requirements of this part.”

shall include, without limitation, maintenance of the following specified types of records and financial documents: contracts, invoices, receipts, payrolls, and bank statements.²

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this Agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury’s implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part’s Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

² For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

vi. For subrecipients only, Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee’s receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State’s receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee’s acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee’s receipt of this grant or to recoup this grant in whole or in part, under this Agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: “This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury.”

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State’s debt to the federal government shall also constitute Grantee’s debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this Agreement is delinquent if it has not been paid by the date specified in the State’s initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the “Remedial Actions” paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;

iii. the Government Accountability Office;

iv. a Treasury employee responsible for contract or grant oversight or management;

v. an authorized official of the Department of Justice or other law enforcement agency;

vi. a court or grand jury;

vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban text messaging while driving.³

II. By entering into this Agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee’s programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has

³ Section I is based on requirements set forth in Treasury’s Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.⁴

⁴ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

*****THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*****

III. This grant to **City of Springfield** constitutes a subaward⁵ of federal financial assistance⁶ provided to the State by the Treasury pursuant to Section 602(b) of the Act, as added by Section 9901 of ARPA Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁷ and the State is a pass-through entity⁸ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): City of Springfield.
- Subrecipient's unique entity identifier: VMKPNYHAL941.
- Federal Award Identification Number (FAIN): SLFRP4542.
Federal Award Date of award to the recipient by the Federal agency: March 11, 2021.
- Subaward Period of Performance Start and End Date: March 3, 2021 to December 31, 2026.
- Subaward Budget Period Start and End Date: March 3, 2021 to December 31, 2026.
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$10,000,000.00.
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$10,000,000.00.
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$10,000,000.00.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund (“SFRF”) to states through Treasury. Act § 602(a)(3)(A),

⁵ “Subaward” is defined at 2 C.F.R. § 200.1.

⁶ “Federal financial assistance” is defined at 2 C.F.R. § 200.1.

⁷ “Subrecipient” is defined at 2 C.F.R. § 200.1.

⁸ “Pass-through entity” is defined at 2 C.F.R. § 200.1.

ARPA § 9901, 135 Stat. 4, 224. Those monies are for states “to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19].” Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: State of Missouri
 - Phone Number: 573-751-4761
 - Email Address: ARPA@oa.mo.gov
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS.
- Identification of whether the award is R & D: No.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: Not applicable.

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.⁹

V. In addition to the other authorities identified in this Agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this Agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹⁰

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, “General Provisions,” includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (*see* Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, “Post Federal Award Requirements,” itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that “financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.” *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, “[e]valuat[ion] and monitor[ing]” of “compliance with statutes, regulations and the terms and conditions of Federal awards,” as well as the “[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.” *Id.* at (c) and (d), respectively. Subpart D also includes “Property Standards.” 2 C.F.R. §§ 200.310–327. These sections address Grantee’s interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for “Record Retention and Access,” which should be read in concert with the several terms and conditions of this Agreement. Subpart E, “Cost Principles,” begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. *See* 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on “Reasonable Costs,” 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of “Selected Items of Cost,” and “General Provisions” for each. 2 C.F.R. §§ 200.420–476. Subpart F is dedicated to the topic of audits. *See* 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. *See* n.12 above, and the authorities there cited.

⁹ Section IV is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹⁰ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, “[f]or-profit entities that receive SLFRF subawards . . . are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury’s [Office of Inspector General].” Treasury’s *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* *See also* 2 C.F.R. § 200.501.

**SUBRECIPIENT GRANT AGREEMENT
between
THE CITY OF SPRINGFIELD
and
THE GREENE COUNTY AGRICULTURAL AND MECHANICAL SOCIETY
D/B/A OZARK EMPIRE FAIR
For
THE OZARK EMPIRE FAIR ARENA PROJECT
Funded through the
AMERICAN RESCUE PLAN ACT (ARPA) (CFDA 21.027)
For a Federal Award of \$10,000,000
Performance Period: March 3, 2021 – December 31, 2024**

Amount of federal funds obligated by this action: \$10,000,000

David Holtmann, CPA
Director of Finance
Finance Department
840 N. Boonville Ave #1
Springfield, MO 65802
Phone (417) 864-1503
dholtman@springfieldmo.gov

Date agreement fully executed: _____

PART A

AGREEMENT

THIS AGREEMENT (hereinafter, the “Agreement”) entered into this ____ day of _____, 2023, by and between the City of Springfield, Missouri (hereinafter, the “City”), and the Greene County Agricultural and Mechanical Society d/b/a Ozark Empire Fair (hereinafter, the “Subrecipient”).

WITNESSETH THAT:

WHEREAS, the Missouri General Assembly appropriated funds to the State of Missouri (hereinafter, “State”) Office of Administration in House Bill 3020, Section 20.851 (Fiscal Year 2023), from the Coronavirus State Fiscal Recovery – Revenue Replacement Fund (Fund Number 2464) in the amount of \$10,000,000 (hereinafter, the “Appropriation”) for the planning, design, and construction of the Ozark Empire Fair Arena Project on land owned by the City and leased to Subrecipient; and

WHEREAS, the intended beneficiary of the Appropriation is Subrecipient; and

WHEREAS, the City entered an agreement with the State Office of Administration on _____, __, 2023, authorizing payment of the Appropriation to the City on behalf of Subrecipient; and

WHEREAS, the City and Subrecipient desire to enter into this agreement to set forth the terms on which the City will pass the Appropriation through to Subrecipient.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1: SCOPE OF SERVICES

- 1.1** **Scope of Services:** Subrecipient agrees to perform the services herein set forth in connection with the project described in **Part C** in a satisfactory and proper manner as determined by the City and in accordance with the terms set forth in this Agreement. Subrecipient understands and agrees that the Appropriation shall be used solely for the purpose of the planning, design, and construction of the Ozark Empire Fair Arena Project, and that use of the Appropriation for any other purpose by Subrecipient will constitute a material breach of this Agreement and will require Subrecipient to repay that portion of the Appropriation used improperly.
- 1.2** **Revision of Scope:** The performance criteria, objectives, and budget items in **Parts C, D, and E**, all of which are attached hereto and incorporated as though fully set forth herein, may be modified, revised, or amended only upon the joint written consent of both the City and Subrecipient. Subrecipient may request a budget revision, not to exceed the total award in this Agreement, at any time throughout the duration of this Agreement. However, prior to any purchases under the revised budget, the City must approve the revision in writing, and the revision must not substantially change the scope or outcomes of the project. Approval may be in the form of a letter or an email.

ARTICLE 2: AGREEMENT TERM

- 2.1** **Term:** This Agreement shall be effective as of the date of the signature last set forth below and shall continue until the City issues a close-out/grant finalization letter to the Subrecipient pursuant to **Section 13.3** of this Agreement. The City may reimburse the Subrecipient for all costs of the project described in Part C incurred on or after March 3, 2021. The Subrecipient must incur all costs associated with the project by December 31, 2024, and must expend all funds by December 31, 2026.

ARTICLE 3: COMPENSATION AND USE OF THE APPROPRIATION

- 3.1** **Regulation for Use of Appropriation :** The use of the Appropriation received pursuant to this Agreement shall be in accordance with the requirements of the American Rescue Plan Act (ARPA); [31 CFR Part 35](#); other Federal and State regulations and guidance governing the use of these Appropriation ; and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is Subrecipient's responsibility to read, understand, and comply with these regulations.***
- 3.2** **Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:** During the administration of this Agreement, Subrecipient shall comply with, and adhere to, [2 CFR Part 200](#).
- 3.3** **Total Payments:** The City is limited by law with respect to the amount of money it can pay. Subrecipient expressly understands that in no event will the total amount of funds provided by the City to Subrecipient under this Agreement exceed the sum of \$10,000,000. This sum cannot be exceeded unless this Agreement is amended in writing.
- 3.4** **Local Matching Funds:** Prior to submitting any requests for reimbursement of the Appropriation pursuant to **Section 3.5** of this Agreement, Subrecipient shall provide documentation evidencing the availability of local matching funds. Such documentation may include, but is not limited to, bank statements, loan documentation, letters of credit, or other financial documentation or evidence of in-kind contribution as the City and the Missouri State Office of Administration ("OA") deem appropriate.

If Subrecipient provides appropriate documentation of local matching funds in the amount of the Appropriation, Subrecipient, over the course of this Agreement, may request reimbursement of the entire Appropriation pursuant to the process specified in **Section 3.5** below. If local match is not available in an amount equal to the Appropriation, Subrecipient, over the course of this Agreement, may request reimbursement of the Appropriation only up to the amount of local match available (50/50 match). In no event shall any portion of the Appropriation be used to fund the local match requirement. The local match requirement must be satisfied through expenditure of local funds and/or in-kind matches specific to this project from no earlier than March 1, 2020, in an amount equal to or greater than the amount of the Appropriation that is ultimately disbursed. The appropriateness of expenditures and in-kind matches shall be determined by the City and the OA.

If Subrecipient fails to provide documentation of local matching funds sufficient to satisfy the City and the OA, the City shall be under no obligation to reimburse any part of the Appropriation.

Subrecipient's failure to provide such documentation shall also be considered a material breach of this Agreement and shall allow the City to terminate the Agreement pursuant to **Section 13.1(a)** of this Agreement.

3.5 Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of the Appropriation under this Agreement may be requested only for necessary, reasonable, and allowable costs of the project, as described in **Parts C, D, and E**, and for which Subrecipient has made payment during the period of performance as set forth in **Section 2.1** above.

To obtain reimbursement for such costs, Subrecipient must submit a request for reimbursement to the City using the template provided in **Part G**, which is attached hereto and incorporated as though fully set forth herein. The request must include all necessary documentation, and any questions must be sufficiently answered as determined by the City. All requests for reimbursement must be accompanied by an invoice which identifies the address to which the payment should be remitted and supporting documentation substantiating the payment of the eligible expenses being requested for reimbursement. Such supporting documentation shall include, but is not limited to, an agency payment voucher; a copy of the signed check with which the payment was made; any invoices, receipts and/or bills from vendors; and any relevant time sheets and related payroll reports. Subrecipient shall also submit the Duplication of Benefits Certification, **Part H**, which is attached hereto and incorporated as though fully set forth herein, as required by **Section 3.5** below. The City reserves the right to request further supporting documentation as necessary to ensure compliance with ARPA, its implementing regulations, 2 CFR Part 200, and the City's agreement with the OA.

The City agrees to reimburse Subrecipient for approved costs within thirty (30) days of the request so long as Subrecipient is current on all performance and financial reporting and has provided the necessary response and/or support for any other request, if any, that has made by the City with regard to this Agreement.

3.5 Double Reimbursement: Subrecipient must not claim reimbursement from the City under this Agreement for any portion of its obligations that have been paid by another source of revenue. A Duplication of Benefits (hereinafter "DOB") occurs when any subrecipient receives funding assistance from multiple sources of funding for the same expenses. Federal law prohibits agencies administering federal funds from providing assistance to any person, business concern, or other entity for any part of such loss as to which they have received financial assistance under any other program or from insurance or any other source. If the City determines that a DOB has occurred, the funds that are in excess of the need and duplicated by other assistance received by the beneficiary for the same purpose must be recaptured. Subrecipient must submit the Duplication of Benefits Certification, **Part H**, with all requests for reimbursement.

3.6 Restriction on Disbursements: The Appropriation shall not be disbursed to Subrecipient except pursuant to the conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon Subrecipient's refusal to accept any additional conditions that may be imposed by the City at any time or if the Appropriation granted to the City is suspended or terminated.

- 3.7 Withholding Payments:** All payments to Subrecipient are subject to Subrecipient's compliance with this Agreement. Any breach of the Agreement is grounds for non-payment until Subrecipient takes corrective measures that resolve the non-compliance.
- 3.8 Close-out Reimbursement:** Subrecipient must submit close-out requests for reimbursement by September 15, 2026.

ARTICLE 4: USE AND DISPOSITION OF PROPERTY

- 4.1 Disposition of Expendable/Non-Expendable Real and Personal Property:** Subrecipient agrees to follow [2 CFR § 200.311 through 200.316](#) with regard to all real and personal property purchased in whole or in part with the Appropriation pursuant to this Agreement. These sections of 2 CFR Part 200, Subpart D, govern the title, use, management, and disposition of real and personal property, which include but are not limited to the following.
- a. **Management requirements:** Subrecipient must have procedures in place for managing real property and equipment, whether acquired in whole or in part under a Federal award, until disposition takes place. These procedures at a minimum, must meet the following requirements:
 - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;
 - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
 - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated;
 - iv. Adequate maintenance procedures must be developed to keep the property in good condition; and
 - v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
 - b. **Disposition:** Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding \$1,000 (City's threshold) that was purchased with Appropriation disbursed under this Agreement. All proceeds from the sale of real or personal property purchased with any Appropriation disbursed under this Agreement must be returned to the City within thirty (30) days of the receipt and must include a notation of what grant the Appropriation were received under. Subrecipient agrees the City may file the appropriate legal instrument(s) necessary to protect the City's financial interest, and that the City has not waived any rights pertaining to property purchased with Appropriation under this Agreement. The City will then be responsible for returning the Appropriation to the

appropriate Federal or State agency or using them for a purpose in accordance with Federal regulations.

ARTICLE 5: ASSIGNMENTS

5.1 Assignability: Neither the City nor Subrecipient shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other party. Provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Agreement, including the right to terminate the Agreement as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Agreement.

5.2 Subcontracting/Third Party Contracts: Subrecipient agrees to furnish the City with a copy of all third-party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

Subrecipient agrees to incorporate or cause to be incorporated in all third-party contracts or subcontracts funded under the ARPA program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third-party contract that is not in accordance with the outlined budget in this Agreement will be subject to the advance, written approval of the City.

The City shall not be a party to any contract entered by Subrecipient with a contractor, subcontractor, or other third party. The City also shall not be obligated or liable to a contractor, subcontractor, or other third party as a result of such contract of this Agreement.

ARTICLE 6: AUDITS AND INSPECTIONS

6.1 Audits and Inspections: Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Director of Finance of the City. Subrecipient personnel will make available to City staff, and any other auditor authorized by the City, all program and accounting records and financial statements needed to meet the requirements of [2 CFR § 200.300 through 200.309](#) and [Subpart F](#). If any portion of the Appropriation approved by this Agreement is subcontracted to other organizations for the delivery of objectives and criteria, Subrecipient will ensure that the fiscal and performance records of the subcontractor will be available for inspection by City personnel or duly authorized auditors by including appropriate clauses in all of its subcontracts.

Subrecipients that expend \$750,000 or more during the Subrecipient's fiscal year in Federal awards, including Appropriation disbursed under this Agreement, must have a single audit

conducted for that year in accordance with the provisions of [2 CFR Part 200, Subpart F](#). Single audit requirements will remain in effect until all sub-award funds are expended and audited.

No expenditures with respect to any such audit undertaken by Subrecipient of its own initiative shall be chargeable to the Appropriation under this Agreement. All audit reports are to be completed within six months of Subrecipient's fiscal year end and the completed audit report must be submitted to the City within 60 days of issuance. Before the due date, Subrecipient should submit to the City either (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to Subrecipient to approve or disapprove the request.

ARTICLE 7: SUBRECIPIENT RESPONSIBILITIES

- 7.1** **Compliance with Laws:** All parties shall comply with all applicable laws, ordinances, codes, and regulations of the United States, State of Missouri, and all local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this Agreement and Federal, State, and City regulations, rules, policies, and special assurances included therein. Subrecipient further agrees to comply with the requirements of ARPA, [31 CFR Part 35](#), [2 CFR Part 200](#), other regulations governing the use of the Appropriation disbursed under this Agreement, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.
- 7.2** **Non-Municipal Personnel and Services:** Subrecipient will secure, at Subrecipient's own expense, all personnel required to perform the services called for under this Agreement by Subrecipient. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of Subrecipient. All of the services required hereunder will be performed by Subrecipient or under Subrecipient's direct supervision, and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services.
- 7.3** **Prevailing Wage:** The applicability of Federal and State prevailing wage laws shall be determined by the Subrecipient. If applicable, all labor utilized in the construction of this project shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor of the State of Missouri, in accordance with prevailing wage as set forth in Annual Missouri State Wage Determination No. 28, Section 039, Greene County, and all addenda, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law (Section 290.250, RSMo), or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. In addition, the Contractor agrees to pay wages not less than once a week.

ARTICLE 8: DOCUMENTATION AND RECORD KEEPING

8.1 Establishment and Maintenance of Records: Subrecipient shall establish and maintain records as prescribed by the United States Department of the Treasury (hereinafter, the “Treasury”), the State, and the City, with respect to all matters covered by this Agreement.

8.2 Record Requirements: Subrecipient shall maintain all records required by the Federal regulations specified in [2 CFR Part 200, Subpart D](#), and that are pertinent to the activities to be funded under this Agreement.

8.3 Retention of and Access to Records: In accordance with [2 CFR § 200.334 through 200.338](#), Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City, State, or by the Treasury for a period of three years from the date of submission of the final expenditure report to the City. Records for real property and equipment acquired with the Appropriation under this Agreement shall be retained for three years after final disposition. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Subrecipient agrees that the City, State, Treasury, Inspectors General, and the Comptroller General of the United States, or any of their authorized representatives has access to and the right to examine all documents, papers, or other records which are pertinent to this Agreement, in order to make examinations, excerpts and transcripts. The right also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. The City reserves the right, on demand and without notice, to review all of Subrecipient’s files associated with this Agreement. The same right to review will be imposed upon any third party or subcontractor of Subrecipient; therefore, it is Subrecipient’s responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or the Treasury to ensure compliance with this Agreement and with all local, State, and Federal regulations.

Subrecipient agrees that costs to resolve or ameliorate any non-compliance noted by governmental representatives shall not be reimbursed by the City and shall be the sole responsibility of Subrecipient.

8.4 Documentation of Costs: All costs must be supported by proper documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

8.5 Inventory Management: Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with the Appropriation through the Agreement termination date. The status report should inventory all equipment and non-real properties purchased with the Appropriation and state the condition of the equipment and its location.

ARTICLE 9: PROCUREMENT

- 9.1 Procurement Methods:** Subrecipient must have and use documented procurement procedures, consistent with Federal, State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. Additionally, Subrecipient's documented procurement procedures must conform to the procurement standards identified in [2 CFR § 200.318 through 200.327](#). If Subrecipient does not have documented procurement procedures, they must follow the City's procurement policy.

ARTICLE 10: SUBRECIPIENT - CONTRACT PROVISIONS

- 10.1 Contract Provisions for Non-Federal Entities Under Federal Awards:** The Subrecipient must also make sure that any contracts related to the project in this Agreement contains the following provisions:
- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
 - c. **Equal Employment Opportunity:** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR Part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - d. **Davis-Bacon Act:**
The Davis-Bacon Act ([40 U.S.C. 3141-3148](#)) requirements do not apply to projects funded solely with awards funds from the Coronavirus State and Local Fiscal Recovery Funds (hereinafter referred to as "CSFRF/CLFRF ARPA") program, except funded construction projects undertaken by the District of Columbia. Recipients may otherwise be subject to the requirements of Davis-Bacon Act, when CSFRF/CLFRF ARPA award funds are used on a construction project in conjunction with funds from another federal program that requires the enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as "baby Davis-Bacon Acts") may apply to projects. Please refer to [FAQ 4.10](#) concerning projects funded with both CSFRF/CLFRF ARPA funds and other sources of funding.
When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a

rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- h. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see [2 CFR § 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR Part 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Contract must comply with [2 CFR § 200.216](#).
- k. Domestic Preference for Procurement: Contract must comply with [2 CFR § 200.322](#). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purpose of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- l. Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE 11: PERFORMANCE AND FINANCIAL REPORTING

11.1 **Performance and Financial Monitoring and Reporting:** Subrecipient must comply with [2 CFR § 200.328 through 200.330](#), [31 CFR Part 35](#), and all performance and financial monitoring and reporting requirements outlined in this agreement.

Subrecipient is required to submit the performance and financial reports as specified and in accordance with the reporting schedules in **Part E and F**, both of which are attached hereto and incorporated as though fully set forth herein. Subrecipient is also required to provide other information and data, as deemed necessary by the City, to meet its reporting requirements to the Treasury and the State and in accordance with ARPA reporting requirements. Any delinquent or incomplete performance and/or financial reports must be received before the City can honor any reimbursement requests for the Appropriation. As stated in **Section 13.2**, sanctions will be imposed upon Subrecipient for failure to satisfy report due dates. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to the Appropriation will be suspended pending a satisfactory cure to the related incident of nonperformance.

With reasonable notice being given to Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement to satisfy compliance with any requirement of this Agreement.

ARTICLE 12: PROGRAM MONITORING

12.1 **General:** City staff will evaluate progress based on the objectives, criteria, work schedule and budget in **Parts C, D, and E**, to determine if it is consistent with the initial purpose of the project and in compliance with ARPA and its implementing regulations. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel or an auditor as designated by the City to oversee compliance monitoring (hereinafter the “Auditor”). This includes, but is not limited to, performance records and interviews with Subrecipient staff, as required by the City.

City personnel or the designated Auditor will also make field inspections at the office/job site(s), as necessary, including but not limited to the following:

- a. Subrecipient fails to take recommended corrective action;
- b. Projects are at high risk of error for activities that serve large number of people;
- c. Projects are at high risk based on the amount of funds involved.

12.2 **Financial Monitoring:** City staff shall monitor, review, and evaluate the financial procedures of Subrecipient through documents and financial reports submitted to the City and on-site monitoring in accordance with **Part F**. Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to Subrecipient, the City may schedule on-site visits as authorized in **Section 11.1** above.

12.3 **Programmatic Monitoring:** City staff shall monitor, review, and evaluate Subrecipient’s performance of services under this Agreement. Performance reports will be reviewed and

evaluated in accordance with **Part E**. With reasonable notice being given to the Subrecipient, the City may schedule on-site visits as authorized in **Section 11.1** above. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

Subrecipient shall at any time and as often as the City or the Treasury may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

12.4 **Projects Involving Construction or Renovation:** For all projects requiring building construction or renovation, the construction/renovation must comply with the City building code and all zoning regulations. Additionally, for construction/renovation projects, including façade improvements, a City official will complete a site inspection prior to reimbursements to ensure that materials for which a reimbursement is requested are in place on the building. Reimbursements for construction/building materials and façade improvements will only be made once the materials are in place.

12.5 **Monitoring Letters and Reports:** Written reports of the City's monitoring findings will be provided to Subrecipient within thirty (30) days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.

12.6 **Subrecipient Response:** Subrecipient shall have thirty (30) days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

ARTICLE 13: TERMINATION, SANCTIONS AND CLOSEOUTS

13.1 **Termination:**

- a. **Termination for breach:** In the event that Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with [2 CFR § 200.339 through 200.343](#). Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:
 - b. Reasonable description of the default/reason for termination;
 - ii. Demand for a cure; and
 - iii. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

In the event of termination of this Agreement by the City, when termination is due to Subrecipient noncompliance as set forth above, Subrecipient shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, Subrecipient may also be required to refund all the Appropriation awarded during the period of this Agreement that have already been spent by Subrecipient and reimbursed by the City.

If Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

- b. **Termination for insufficient funding:** The Appropriation to be made available by the City under this Agreement has been approved by the U.S. Congress and Missouri General Assembly. In the event that sufficient funds are not appropriated, or the event that the Missouri Office of Administration reduces the funding amount for any reason, this Agreement may be terminated in whole or in part, at the sole discretion of the City, with fifteen business days' written notice to Subrecipient. Subrecipient understands and agrees that the City shall not be liable for any costs or injuries caused by or related to such reduction in funds.

13.2 Imposition of Sanctions: The City reserves the right to impose sanctions on Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of the grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Subrecipient to return funds already received, or barring the Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the City complies with requirements of **Section 13.1(a)** and Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

13.3 Closeout: Subrecipient's obligation to the City shall not end until all closeout requirements are completed in accordance with [2 CFR § 200.344](#). Activities during the close-out period shall include, but are not limited to, submitting final reimbursement request and final activity/progress report to the City, accounting for any real or personal property acquired with Federal funds, and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to Subrecipient.

13.4 Post-Closeout Adjustments and Continuing Responsibilities: Subrecipient acknowledges the provisions of [2 CFR § 200.345](#) in regards to post-closeout adjustments and continuing responsibilities in relation to the Treasury and the City.

ARTICLE 14: TAXES

14.1 Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, Subrecipient shall immediately reimburse the City.

ARTICLE 15: LAWS, REGULATIONS AND SPECIAL CONDITIONS

15.1 The information in this Agreement is included for the convenience of Subrecipient and to inform Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of

the Appropriation makes them subject. ***For the actual regulatory or statutory requirements, Subrecipient should consult the actual laws, regulations, and documents referenced in this Agreement.*** All of the referenced regulations are available online, and upon request, the City may provide these materials to Subrecipient.

- 15.2** **Debarment and Suspension:** In accordance with [2 CFR § 180.220](#), Subrecipient shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. Subrecipient will consult appropriate references, including but not limited to the Excluded Parties Listing System website at <https://sam.gov/>, to ascertain the status of any third parties prior to engaging their services. Subrecipient will submit to the City the names of contractors and subcontractors selected under this Agreement, including a certification by Subrecipient that it has determined that none of these entities are presently debarred, suspended, or ineligible. The following link will provide information on how to look up suspended and debarred companies on sam.gov: <https://www.dol.gov/agencies/ofccp/debarred-list>.
- 15.3** **Emerging Business Enterprises:** If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact emerging, minority-owned, and women-owned business enterprises for a response to the solicitation or invitation for bidders. If utilizing a minority subcontractor, Subrecipient shall summarize what portion of the project the minority subcontractor handled. At the end of the project, Subrecipient shall submit a summary of all payments made to the minority subcontractor(s). Subrecipient shall submit all necessary forms with quarterly reports to assure compliance with this requirement.
- 15.4** **Building and Zoning Regulations and Permits:** Subrecipient agrees to comply with Federal, State and local laws. In particular, the Subrecipient shall comply with all applicable building and zoning regulations of the City. In addition, Subrecipient shall obtain all necessary permits for intended improvements or building activities.
- 15.5** **Section 504 - Persons with Disabilities:** Subrecipient, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 ([29 USC 794](#)) (and the implementing regulations at [24 CFR Part 8](#)), the Americans with Disabilities Act of 1990 ([PL 101-336](#)), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of Subrecipient.
- 15.6** **Discrimination Prohibited:** No recipient or proposed recipient of any of the Appropriation, services, or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with the Appropriation made available through this Agreement on the basis of race, color, national origin, religion, creed, age, sex, sexual orientation, or veteran or disability status. For purposes of this section, "project or activity" is defined as any function conducted by an identifiable administrative unit of Subrecipient receiving the Appropriation pursuant to this Agreement.

Subrecipient agrees in the performance of this Agreement not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60- 741.5(a), if applicable.

- a. **Subrecipient and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- b. **Subrecipient and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

Subrecipient further agrees to implement and comply with the "Assurances of Compliance with Civil Rights Requirements" as provided in **Part B**, which is attached hereto and incorporated as though fully set forth herein, and with all applicable Federal and State civil rights and anti-discrimination laws.

15.7 Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of Subrecipient or is employed in an administrative capacity by Subrecipient. For the purposes of this section: "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild; and "administrative capacity" includes those who have selection, hiring, supervisory, or operational responsibility for the project.

15.8 Conflict of Interest:

- a. Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, in accordance with [2 CFR § 200.318\(c\)](#), no employee, officer, or agent of Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the project assisted under this Agreement.
- b. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable Federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Subrecipient covenants that it

presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Subrecipient further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by Subrecipient.

- c. Subrecipient agrees to disclose in writing any potential conflict of interest affecting the Appropriation in accordance with 2 C.F.R. § 200.112.

15.9 Political Activity Prohibited:

- a. None of the Appropriation, materials, property or services provided directly or indirectly under this Agreement shall be used for partisan political activity.
- b. The Appropriation provided under this Agreement shall not be engaged in any way in contravention of [Chapter 15 of Title 5, U.S Code \(USC\)](#).

15.10 Lobbying Prohibited: None of the Appropriation provided under this Agreement shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Missouri. The Subrecipient shall assure compliance with the regulations at [2 CFR § 200.450](#) by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Subrecipient shall require that the language in this section 15.10 be included in all third-party contracts involving the Appropriation.

ARTICLE 16: MISCELLANEOUS CLAUSES AND NOTICES

16.1 Terms Herein Controlling Provisions: The terms of this Agreement shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

- 16.2 Occupational License:** Subrecipient shall obtain and maintain an occupational license with the City, if required by Springfield City Code, as well as any required state or federal license. The cost of this occupational license shall be borne by Subrecipient. This Agreement will not be executed by the City until this occupational license has been obtained.
- 16.3 Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this Agreement exceeds the amount of \$5,000.00 and Subrecipient is associated with a business entity, Subrecipient shall provide a notarized affidavit acceptable to the City stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Subrecipient must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.
- 16.4 Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act).** That pursuant to Missouri Revised Statute Sections 34.600 et., seq., Subrecipient must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that Subrecipient is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.
- 16.5 Nonresident/Foreign Contractors.** Subrecipient shall procure and maintain during the life of this Agreement:
- a. If Subrecipient is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
- 16.6 City Benefits.** Subrecipient shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.
- 16.7 Choice of Law:** This Agreement and every question arising hereunder shall be interpreted under and governed by 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.
- 16.8 Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 16.9 Liability and Indemnity.** The parties mutually agree to the following:

- a. In no event shall the City be liable to Subrecipient for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this Agreement.
- b. Subrecipient shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by Subrecipient arising out of or in any way connected with this Agreement.
- c. Subrecipient shall indemnify and hold the City harmless from all wages or overtime compensation due Subrecipient's employees in rendering services pursuant to this Agreement, including payment of reasonable attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16.10 Attorney Fees. In the event of any litigation arising from breach of this Agreement, the City shall be entitled to recover from Subrecipient all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

16.11 Insurance: Without limiting any of the other obligations or liabilities of Subrecipient, Subrecipient shall secure and maintain, at its own cost and expense, throughout the duration of this Agreement, and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it, and the interests of the City, against all hazards or risks of loss as hereunder specified, or which may arise out of the performance of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of Subrecipient to maintain adequate insurance coverage at all times during the term of the Agreement. Failure of Subrecipient to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder, or the policies, shall be filed with the City at the time that this Agreement is signed by Subrecipient. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield – Attn: Department Name, P.O. Box 8368, Springfield, MO 65801-8368 and

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability.....\$1,000,000.00
- b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Subrecipient agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or

assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney fees of Subrecipient, its employees, officers or agents. Subrecipient agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

- c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Subcontractor agrees to cause its insurer to name City as an additional insured on such insurance policy.

16.12 Confidentiality of Documents: Subrecipient, at such times and in such forms as the Treasury and/or the City may require, shall furnish to the Treasury and/or the City, such statements, records, reports, data, and information the Treasury and/or the City may request pertaining to matters covered by this Agreement. Any information, data, and other related materials prepared or assembled by the Subrecipient under this Agreement which the City requests to be kept as confidential shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City.

16.13 Identification of Documents and Projects: All projects, reports, maps, news releases, and/or other documents undertaken as part of this Agreement, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Springfield", then name of Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The funding of this product was supported, in whole or in part, by federal award number SLFRP4542 awarded to the State of Missouri by the U.S. Department of the Treasury."

16.14 Training Required: It shall be the responsibility of Subrecipient to participate in all appropriate training conducted by the Treasury or as required by the City.

16.15 Copyrights: If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to Treasury regulations. The Treasury and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

16.16 Patents: Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall promptly and fully be reported to the Treasury and the City for determination by the Treasury and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to the Treasury regulations.

16.17 Anti-Trust Litigation: For good cause, and as consideration for executing this Agreement, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Missouri relating to the particular product, products, or services purchased or acquired by Subrecipient pursuant to this Agreement.

16.18 Notices: All notices required or permitted hereinunder and required to be in writing may be given by one of the following means: electronic mail (if to Subrecipient); sending the notice by a national recognized courier service, and addressed to the party to be notified, with a written receipt of delivery; or by first class mail, with return receipt requested, addressed to City or Subrecipient at the addresses shown below. The date of delivery of any notice provided by courier service or first class mail shall be the date of delivery as confirmed by receipt. The date of delivery of notice by electronic mail (if to Subrecipient) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

To City: City of Springfield
 ATTN: City Manager
 840 N. Boonville Ave.
 Springfield, MO 65802

With a copy to: City of Springfield
 ATTN: City Attorney
 840 N. Boonville Ave.
 Springfield, MO 65802

To Subrecipient: Greene County Agricultural and Mechanical Society
 d/b/a Ozark Empire Fair
 ATTN: Aaron Owen
 3001 North Grant Ave.
 Springfield, MO 65803

With a copy to: Hyde, Love and Overby, LLP
 Kent Hyde
 1121 S. Glenstone Ave.
 Springfield, MO 65804

16.19 Compliance with Law. Subrecipient shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

16.20 Third Party Exclusion. This Agreement is intended solely for the benefit of City and Subrecipient and is not intended to benefit, either directly or indirectly, any third party or member(s) of the

public at large. No third party may sue for damages based on the terms or performance of this Agreement.

16.21 Independent Contractor: This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Subrecipient will be an independent contractor and not the City's employee for all purposes, including, but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Subrecipient will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Subrecipient's activities and responsibilities hereunder. The Subrecipient agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between the Subrecipient and the City, and the City will not be liable for any obligation incurred by the Subrecipient, including but not limited to unpaid minimum wages and/or overtime premiums.

16.22 Entire Agreement. This Contract contains the entire agreement of the parties. No modification, amendment, or waiver

IN WITNESS WHEREOF, THE PARTIES HERETO EVIDENCE THEIR AGREEMENT TO THE TERMS OF THIS Agreement BY THEIR SIGNATURES BELOW.

SUBRECIPIENT

_____	_____
Name, Title	Date
Subrecipient	

CITY OF SPRINGFIELD

_____	_____
Jason Gage, City Manager	Date

ATTEST:

_____	_____
Anita Cotter, City Clerk	Date

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM:

_____	_____
Jill Burris, Assistant City Attorney	Date

PART B

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient named below provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from, or funds made available through, the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient assures its current and future compliance with the following statutes and regulations prohibiting discrimination applicable to this award, including:
 - a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities

because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:
The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Subrecipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

PART C
SUBRECIPIENT INFORMATION, PROJECT SCOPE, AND TIMELINE

SUBRECIPIENT INFORMATION

Subrecipient: Greene County Agricultural and Mechanical Society, d/b/a Ozark Empire Fair
SAM UEI: EJ8RFTPJ9K78
Grant & CFDA: American Rescue Plan Act (ARPA) – CFDA 21.027
Award Amount: \$10,000,000

Address: 3001 North Grant Ave.
City: Springfield
State: Missouri
Zip Code + 4: 65803

Contact Person: Aaron Owen
Contact Email: aaron@ozarkempirefair.com
Contact Phone: 417-833-2660

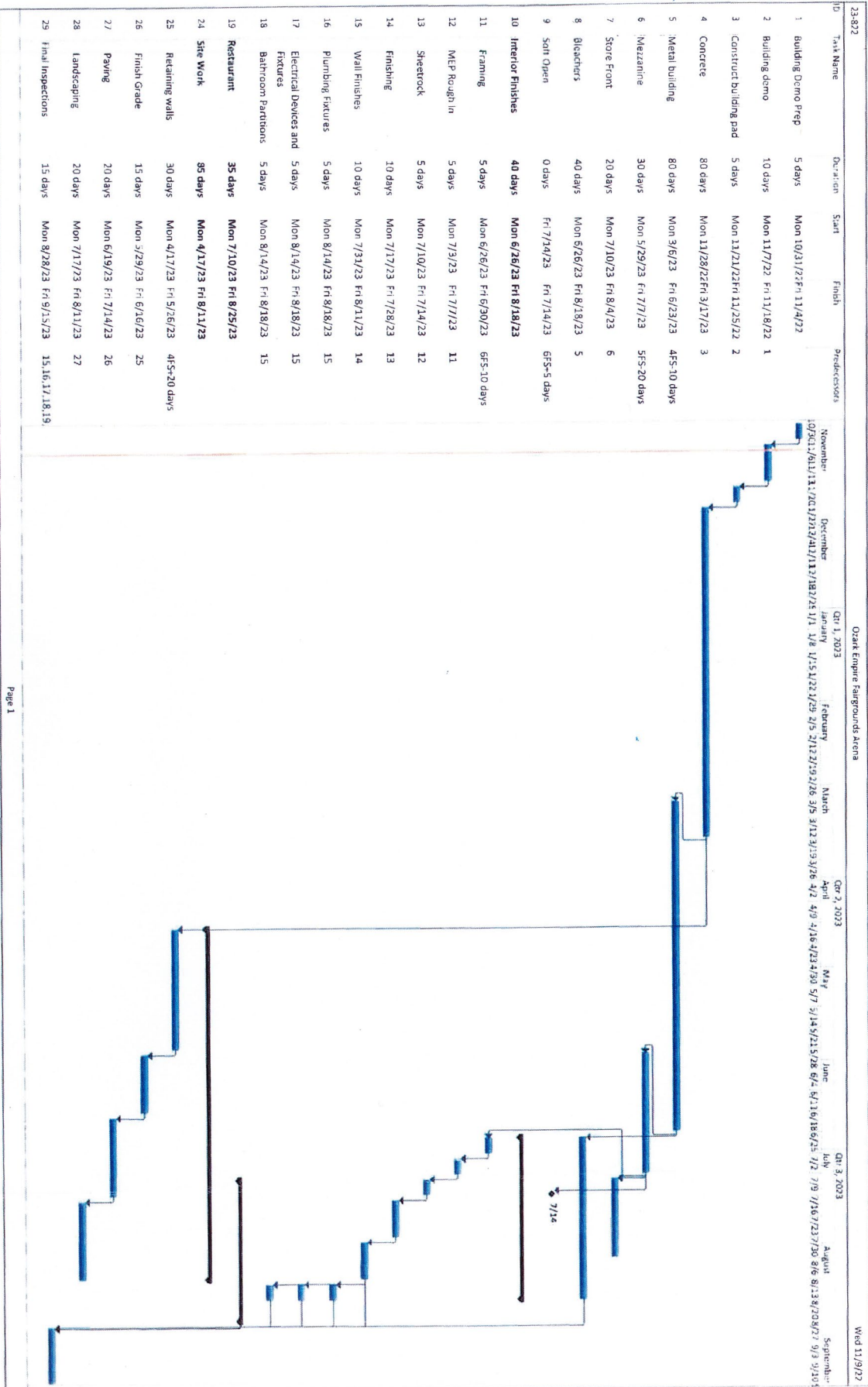
PROJECT SCOPE

Project Overview:

Scope of work consists of demolishing an old arena onsite and constructing a 100,000 square feet upper-level multipurpose arena. That includes a restaurant, full kitchen, three remote concession stands and event office space. Designed for a broad range of events. Sports, motorsports, livestock shows, trade shows, etc. The lower level will be 21,000 square feet and 10,000 square feet of that Ag Learning Center. Fire lane, parking, fencing and all infrastructure and equipment to support the events that will utilize this new facility.

Project Timeline:

(See attached.)



PART D
PROJECT BUDGET
GREENE COUNTY AGRICULTURAL AND MECHANICAL SOCIETY
D/B/A OZARK EMPIRE FAIR
OZARK EMPIRE FAIR ARENA PROJECT

(See Attached)

Sub Job	Cost Code Tier 1	Cost Code Tier 2	Cost Type	Budget Code	Budget Code Description	Original Budget Amount
20 - General Conditions	01 - Requirements	01-311322 - Senior Project Manager	LAB - Labor	20.01-311322.LAB	General Conditions.Senior Project Manager.Labor	\$ 118,560.00
20 - General Conditions	01 - Requirements	01-311327 - Assistant Project Manager	LAB - Labor	20.01-311327.LAB	General Conditions.Assistant Project Manager.Labor	\$
20 - General Conditions	01 - Requirements	01-311332 - Superintendent	LAB - Labor	20.01-311332.LAB	General Conditions.Superintendent.Labor	\$
20 - General Conditions	01 - Requirements	01-452310 - Engineer and/or Architect Fee	SUB - Subcontractor	20.01-452310.SUB	General Conditions.Engineer and/or Architect Fee.Subcontractor	\$ 237,120.00
20 - General Conditions	96 - Division 96	96-600000 - OVERHEAD & PROFIT	INC - Income	20.96-600000.INC	General Conditions.OVERHEAD & PROFIT.Income	\$ 566,500.00
30 - Primary Building	02 - Division 02	02-411922 - Building Demo - Subcontract	SUB - Subcontractor	30.02-411922.SUB	Primary Building.Building Demo - Subcontract.Subcontractor	\$ 250,000.00
30 - Primary Building	03 - Division 03	03-300010 - Cast in Place Concrete	SUB - Subcontractor	30.03-300010.SUB	Primary Building.Cast in Place Concrete.Subcontractor	\$ 292,300.00
30 - Primary Building	05 - Division 05	05-120010 - Structural Steel Framing	SUB - Subcontractor	30.05-120010.SUB	Primary Building.Structural Steel Framing.Subcontractor	\$ 2,418,700.00
30 - Primary Building	05 - Division 05	05-510010 - Steel Stairs	SUB - Subcontractor	30.05-510010.SUB	Primary Building.Steel Stairs.Subcontractor	\$ 3,477,573.00
30 - Primary Building	06 - Division 06	06-105310 - Miscellaneous Rough Carpentry	SUB - Subcontractor	30.06-105310.SUB	Primary Building.Miscellaneous Rough Carpentry.Subcontractor	\$ 616,335.00
30 - Primary Building	07 - Division 07	07-141610 - Cold Fluid Applied Water Proof	SUB - Subcontractor	30.07-141610.SUB	Primary Building.Cold Fluid Applied Water Proof.Subcontractor	\$ 100,000.00
30 - Primary Building	07 - Division 07	07-542310 - TPO Membrane Roofing	SUB - Subcontractor	30.07-542310.SUB	Primary Building.TPO Membrane Roofing.Subcontractor	\$ 50,571.00
30 - Primary Building	08 - Division 08	08-111310 - Hollow Metal Doors and Frames	SUB - Subcontractor	30.08-111310.SUB	Primary Building.Hollow Metal Doors and Frames.Subcontractor	\$ 47,777.00
30 - Primary Building	08 - Division 08	08-111311 - Door Hardware Supplier	MAT - Material	30.08-111311.MAT	Primary Building.Door Hardware Supplier.Material	\$ 50,000.00
30 - Primary Building	08 - Division 08	08-411310 - Aluminum Framed Entrc Storfrnt	SUB - Subcontractor	30.08-411310.SUB	Primary Building.Aluminum Framed Entrc Storfrnt.Subcontractor	\$ 110,000.00
30 - Primary Building	09 - Division 09	09-211611 - Metal Studs, Ins, Shetrock Finish (Sub)	SUB - Subcontractor	30.09-211611.SUB	Primary Building.Metal Studs, Ins, Shetrock Finish (Sub).Subcontractor	\$ 500,000.00
30 - Primary Building	09 - Division 09	09-301310 - Ceramic Tiling	SUB - Subcontractor	30.09-301310.SUB	Primary Building.Ceramic Tiling.Subcontractor	\$ 400,000.00
30 - Primary Building	09 - Division 09	09-510010 - Acoustical Ceilings	SUB - Subcontractor	30.09-510010.SUB	Primary Building.Acoustical Ceilings.Subcontractor	\$ 92,000.00
30 - Primary Building	09 - Division 09	09-910010 - Painting	SUB - Subcontractor	30.09-910010.SUB	Primary Building.Painting.Subcontractor	\$ 123,000.00
30 - Primary Building	10 - Division 10	10-211310 - Toilet Compartments	SUB - Subcontractor	30.10-211310.SUB	Primary Building.Toilet Compartments.Subcontractor	\$ 160,000.00
30 - Primary Building	11 - Division 11	11-200012 - Commercial Kitchen Equipment	MAT - Material	30.11-200012.MAT	Primary Building.Commercial Kitchen Equipment.Material	\$ 100,000.00
30 - Primary Building	12 - Division 12	12-100010 - Furnishings (Furniture)	MAT - Material	30.12-100010.MAT	Primary Building.Furnishings (Furniture).Material	\$ 250,000.00
30 - Primary Building	12 - Division 12	12-630010 - Stadium Seating	SUB - Subcontractor	30.12-630010.SUB	Primary Building.Stadium Seating.Subcontractor	\$ 120,000.00
30 - Primary Building	13 - Division 13	13-341930 - Pre-Engineered Metal Building	SUB - Subcontractor	30.13-341930.SUB	Primary Building.Pre-Engineered Metal Building.Subcontractor	\$ 3,123,500.00
30 - Primary Building	14 - Division 14	14-210010 - Elevator	SUB - Subcontractor	30.14-210010.SUB	Primary Building.Elevator.Subcontractor	\$ 4,481,738.10
30 - Primary Building	21 - Division 21	21-131310 - Wet Pipe Sprinkler System	SUB - Subcontractor	30.21-131310.SUB	Primary Building.Wet Pipe Sprinkler System.Subcontractor	\$ 124,000.00
30 - Primary Building	22 - Division 22	22-000110 - Plumbing	SUB - Subcontractor	30.22-000110.SUB	Primary Building.Plumbing.Subcontractor	\$ 398,850.00
30 - Primary Building	23 - Division 23	23-000110 - Heating, Ventilating and A/C	SUB - Subcontractor	30.23-000110.SUB	Primary Building.Heating, Ventilating and A/C.Subcontractor	\$ 1,175,500.00
30 - Primary Building	26 - Division 26	26-000110 - Electrical	SUB - Subcontractor	30.26-000110.SUB	Primary Building.Electrical.Subcontractor	\$ 2,702,800.00
30 - Primary Building	26 - Division 26	26-562910 - Site Lighting	SUB - Subcontractor	30.26-562910.SUB	Primary Building.Site Lighting.Subcontractor	\$ 1,721,100.00
30 - Primary Building	31 - Division 31	31-110010 - Clearing & Grubbing	SUB - Subcontractor	30.31-110010.SUB	Primary Building.Clearing & Grubbing.Subcontractor	\$ 100,000.00
30 - Primary Building	31 - Division 31	31-230010 - Excavation and Fill	SUB - Subcontractor	30.31-230010.SUB	Primary Building.Excavation and Fill.Subcontractor	\$ 54,900.00
30 - Primary Building	31 - Division 31	31-230014 - Finish Grade	SUB - Subcontractor	30.31-230014.SUB	Primary Building.Finish Grade.Subcontractor	\$ 117,625.00
30 - Primary Building	31 - Division 31	31-251310 - Erosion Controls	SUB - Subcontractor	30.31-251310.SUB	Primary Building.Erosion Controls.Subcontractor	\$ 53,850.00
30 - Primary Building	32 - Division 32	32-121610 - Asphalt Paving	SUB - Subcontractor	30.32-121610.SUB	Primary Building.Asphalt Paving.Subcontractor	\$ 5,500.00
30 - Primary Building	32 - Division 32	32-900010 - Landscaping	SUB - Subcontractor	30.32-900010.SUB	Primary Building.Landscaping.Subcontractor	\$ 250,000.00
30 - Primary Building	32 - Division 32	32-911910 - Top Soil Remove & Stockpile	SUB - Subcontractor	30.32-911910.SUB	Primary Building.Top Soil Remove & Stockpile.Subcontractor	\$ 135,030.00
30 - Primary Building	32 - Division 32	32-921910 - Seeding	SUB - Subcontractor	30.32-921910.SUB	Primary Building.Seeding.Subcontractor	\$ 14,000.00
30 - Primary Building	33 - Division 33	33-111610 - Water Service Lines	SUB - Subcontractor	30.33-111610.SUB	Primary Building.Water Service Lines.Subcontractor	\$ 8,100.00
30 - Primary Building	33 - Division 33	33-111910 - Fire Suppres Water ServiceLine	SUB - Subcontractor	30.33-111910.SUB	Primary Building.Fire Suppres Water ServiceLine.Subcontractor	\$ 11,300.00
30 - Primary Building	33 - Division 33	33-310010 - Sanitary Sewer Lines	SUB - Subcontractor	30.33-310010.SUB	Primary Building.Sanitary Sewer Lines.Subcontractor	\$ 18,000.00
30 - Primary Building	33 - Division 33	33-410010 - Storm Drainage System	SUB - Subcontractor	30.33-410010.SUB	Primary Building.Storm Drainage System.Subcontractor	\$ 189,329.00
30 - Primary Building	97 - Division 97	97-000020 - Owner Contingency	OTH - Other	30.97-000020.OTH	Primary Building.Owner Contingency.Other	\$ 77,867.00
						\$ 900,000.00
						\$ 25,743,425.10

PART E
PERFORMANCE MEASURES AND REPORTING

Performance measure reports are to be completed using the form below and in accordance with the following schedule. The performance measure reporting form will be furnished as an excel template and provided to the Subrecipient upon execution of this Agreement. The Subrecipient shall answer all questions and provide all requested supporting documentation in accordance with the Agreement (Part A).

Task	% of Work Completed	Expected Completion date	Status/ Comments / Explain any delay
Concrete		Mar-23	
Metal Building\Framing		Jun-23	
Mezzanine		Jul-23	
Store Front\Bleachers		Aug-23	
Soft Open		Jul-23	
Interior Finishes		Aug-23	
Restaurant		Aug-23	
Site Work		Aug-23	
Inspection		Sep-23	

PART F
FINANCIAL REPORTING

Financial reports are to be completed using the form below and in accordance with the following schedule. The financial reporting form will be furnished as an excel template and provided to the Subrecipient upon execution of this Agreement. The Subrecipient shall answer all questions and provide all requested supporting documentation in accordance with the Agreement (Part A). Financial reports are only due through the month in which all grant funds in this Agreement have been expended.

PART G

REIMBURSEMENT REQUEST FORM

To be furnished, completed, and submitted via an excel template provided to the Subrecipient upon execution of this Agreement. Reimbursement requests are on a monthly basis and are due by the 15th day following the month being requested for reimbursement.

PART H
DUPLICATION OF BENEFITS CERTIFICATION

To be submitted by the Subrecipient with its reimbursement requests.

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, the Greene County Agricultural and Mechanical Society, d/b/a Ozark Empire Fair, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges that the City of Springfield (City) has relied on such information to award ARPA assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other sources of funding for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all ARPA funds must be repaid to the City in the event that it makes or files, misleading, or incomplete statements, documents or reimbursement requests.

Month of Reimbursement Request

Signature of Greene County Agricultural and Mechanical Society
d/b/a Ozark Empire Fair
Signing Agent

Printed Name

Title

Date

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 3

Budget Adjustment
035

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22530	09	14120	416010	103244		\$ 10,000,000	State of Missouri, Office of Administration
Net Revenue Adjustment						\$ 10,000,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22530	09	14120	504580	103244		\$ 10,000,000	Subrecipient, Ozark Empire Fair
Net Expenditure Adjustment						\$ 10,000,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating funds from the State of Missouri, Office of Administration, State ARPA funds for a non-profit organization supporting youth in agriculture. The intended subrecipient of the funds is the Greene County Agricultural and Mechanical Society d/b/a Ozark Empire Fair for the planning, design, and construction of a new building.

Requested By:

Approved By:

Authorization:

Department Head Date

Director of Finance Date

City Manager Date

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



EXPLANATION TO COUNCIL BILL 2023-040 (LEAR)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Law

PURPOSE: A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 4, 'Police Officers' and Fire Fighters' Retirement System,' Section 2-458, 'Investment of assets of retirement fund,' to tie authorized investment categories to the statement of investment policy.

BACKGROUND INFORMATION:

The current version of Springfield City Code Section 2-458 sets forth the maximum percentage of Pension Fund assets that may be invested in the categories of equities, fixed income assets, and alternative investments. Section 2-459 also requires that there be a master statement of investment policy approved by City Council. The master statement of investment policy is developed by the Police and Fire Pension Board, with input from experts relied upon by the Pension Board. The current investment policy has maximum percentages allowable in the asset categories that differ from those set forth in Section 2-458. The Pension Board seeks to have Section 2-458 changed so that the governing maximum asset category percentages are set forth in the most recently approved statement of investment policy instead of City Code. The Pension Board believes this will allow for greater ability to adapt to market changes, if that should become necessary.

Remarks: The proposed change will bring actual practice into conformance with City Code provisions.

Submitted By: Lance Roskens, Assistant City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Jason Gage, City Manager 1/25/2023

Attachments: 1. Amendment to 2-458 Pension Asset Categories

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed 01-31-23

Sponsored by Lear

First Reading _____

Second Reading _____

COUNCIL BILL 2023-040

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article VI,
2 'Finances,' Division 4, 'Police Officers' and Fire Fighters'
3 Retirement System,' Section 2-458, 'Investment of assets of
4 retirement fund,' to tie authorized investment categories to the
5 statement of investment policy.
6 _____
7

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

10
11 NOTE: **Bolded** language is being added and ~~stricken~~ language is being deleted.
12

13 Section 1 – Springfield City Code, Chapter 2, 'Administration,' Article VI,
14 'Finances,' Division 4, 'Police Officers' and Fire Fighters' Retirement System,' Section 2-
15 458 is hereby amended as follows:
16

17 The board may invest and reinvest the moneys of the system, and may hold,
18 purchase, sell, assign, transfer or dispose of any of the securities and investments in
19 which such moneys shall have been invested, as well as the proceeds of such
20 investments and such moneys as set out in the revised master statement of investment
21 policy and objectives ~~attached hereto and~~ **that has been most recently approved by**
22 **City Council. The master statement of investment policy shall define the**
23 **categories of equities, fixed income assets, and alternative investments and also**
24 **set forth the maximum percentages of fund assets that may be invested in**
25 **equities, fixed income assets, and alternative investments. The most recently**
26 **approved master statement of investment policy shall be kept** on file with the City
27 Clerk. ; ~~provided, however, that not to exceed seventy-five percent of the funds of the~~
28 ~~system, at book or market value, whichever is higher, may be invested in equities~~
29 ~~described within the revised master statement of investment policy and objectives.~~
30 ~~Fixed income assets shall constitute not less than twenty-five percent of the total assets~~
31 ~~of the fund. Alternative investments, as defined in the revised master statement of~~
32 ~~investment policy and objectives, shall not exceed fifteen percent of the total assets of~~
33 ~~the fund. The director of finance shall approve such investments and shall assist the~~

board in developing an investment plan.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager



EXPLANATION TO COUNCIL BILL 2023-041 (MCCLURE)

FILED: 02/01/2023

ORIGINATING DEPARTMENT: Law

PURPOSE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with The John Q. Hammons Charitable Trust dated May 11, 2018, for the purpose of purchasing said Trust's rights in Hammons Field and to execute all exhibits attached to said agreement for the purpose of settling issues related to the bankruptcy of The Revocable Trust of John Q. Hammons; authorizing the City Manager, or his designee, to enter into an agreement with 946 East Trafficway, LLC, for the purpose of purchasing two parking lots; and authorizing the City Manager, or his designee, to enter into an agreement amending and restating a ballpark lease agreement with the Springfield Cardinals, LLC; and amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of \$16,000,000 for the purpose of appropriating funds to purchase the Charitable Trust's rights to Hammons Field, to purchase the parking lots, and to provide funds for initial capital improvements to Hammons Field.

BACKGROUND INFORMATION: Beginning in the 1990's, the City acquired properties in the Jordan Valley corridor for the purpose of realizing a major goal of Vision 2020, the City's comprehensive plan at the time. Vision 2020 called for the revitalization of a blighted industrial area into one which would include a park, ice skating rink, exposition center, and baseball stadium. The City entered into a series of agreements with noted developer John Q. Hammons for the Revocable Trust of John Q. Hammons ("The Revocable Trust,") to construct a baseball stadium at 955 East Trafficway. The stadium, named Hammons Field, opened in 2004, and in 2005, Hammons Field became the home of the Springfield Cardinals, the Double-A affiliate of the St. Louis Cardinals baseball team. A parking lot was constructed at 946 East Trafficway to provide parking for the stadium.

The agreements between the City and the Revocable Trust provided that the City would issue bonds to fund the cost of constructing the stadium. Once the bonds were repaid, the Revocable Trust could purchase the stadium and a portion of the land it was built on for \$1, at which time the City would be required to provide said Trust a 50-year ground lease for the remaining land under the stadium.

In 2016, The Revocable Trust declared bankruptcy, and as part of the bankruptcy plan approved by the bankruptcy court, the Revocable Trust's rights to purchase the stadium and obtain a 50-year lease were provided to a Charitable Trust formed to honor Mr. Hammon's legacy. After negotiation with the Charitable Trust and other parties, the City proposes to enter into a global agreement that would result in: (1) the City purchasing the Charitable Trust's rights in Hammons Field for \$6,500,000 so that the City owns it



outright; (2) the City purchasing parking lots at 946 East Trafficway and a parking lot at 234 North John Q Hammons Parkway for \$5,500,000 to ensure sufficient parking for the stadium; (3) entering into an amended and restated lease agreement with the Springfield Cardinals, LLC, that extends the lease for an additional 15 years and provides a fund of \$4,000,000 for initial capital improvements; and (4) entering into a settlement agreement that resolves the City's claims in the Hammons bankruptcy.

The bankruptcy court must approve the purchase agreement for Hammons Field. Provided the court does so, approval of this Council bill would resolve the City's claims in the Hammons bankruptcy, would make the City the outright owner of Hammons Field, would secure parking for the stadium, and would ensure Hammons Field remains the home of the Springfield Cardinals for the next fifteen years.

Submitted By: Rhonda Lewsader, City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Jason Gage, City Manager 2/1/2023

- Attachments:**
1. Ord 2023-041
 2. Hammons Bankruptcy_Ex 1
 3. Hammons Bankruptcy_Ex 2
 4. Hammons Bankruptcy_Ex 3
 5. Hammons Bankruptcy_Ex 4

One-rdg. _____
P. Hrngs. _____
Pgs. 148
Filed: 01-31-23

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-041

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 The John Q. Hammons Charitable Trust dated May 11, 2018, for the
3 purpose of purchasing said Trust's rights in Hammons Field and to
4 execute all exhibits attached to said agreement for the purpose of
5 settling issues related to the bankruptcy of The Revocable Trust of
6 John Q. Hammons; authorizing the City Manager, or his designee, to
7 enter into an agreement with 946 East Trafficway, LLC, for the
8 purpose of purchasing two parking lots; and authorizing the City
9 Manager, or his designee, to enter into an agreement amending and
10 restating a ballpark lease agreement with the Springfield Cardinals,
11 LLC; and amending the budget of the City of Springfield for Fiscal
12 Year 2022-2023 in the amount of \$16,000,000 for the purpose of
13 appropriating funds to purchase the Charitable Trust's rights to
14 Hammons Field, to purchase the parking lots, and to provide funds for
15 initial capital improvements to Hammons Field.
16 _____
17

18 WHEREAS, beginning in the 1990's, the City acquired properties in the Jordan
19 Valley corridor for the purpose of realizing a major goal of Vision 2020, then the City's
20 comprehensive plan, which called for the revitalization of a blighted industrial area into
21 an area which would include a park, ice skating rink, exposition center, and baseball
22 stadium; and
23

24 WHEREAS, the City entered into a series of agreements with noted developer
25 John Q. Hammons for Mr. Hammons to construct a baseball stadium at 955 East
26 Trafficway, and the stadium, named Hammons Field, opened in 2004; and
27

28 WHEREAS, in 2005, Hammons Field became the home of the Springfield
29 Cardinals, the Double-A affiliate of the St. Louis Cardinals baseball team, and a parking
30 lot was constructed at 946 East Trafficway to provide parking for the stadium; and
31

32 WHEREAS, the agreements between the City and the Revocable Trust of John
33 Q. Hammons provided that the City would issue bonds to fund certain costs related to
34 constructing the stadium and once the bonds were repaid, said Revocable Trust could
35 purchase the stadium and a portion of the land it was built on for \$1, at which time the
36 City would be required to provide said Revocable Trust a 50-year ground lease for the
37 remaining land under the stadium; and
38

39 WHEREAS, in 2016, The Revocable Trust of John Q. Hammons declared
40 bankruptcy, and as part of the bankruptcy plan, the Trust's rights to purchase the
41 stadium and obtain a 50-year lease were provided to a Charitable Trust formed to honor
42 Mr. Hammon's legacy; and
43

44 WHEREAS, after negotiation, the City proposes to enter into a global agreement
45 that would result in: (1) the City purchasing the Charitable Trust's rights in Hammons
46 Field for \$6,500,000 so that the City owns it outright; (2) the City purchasing parking lots
47 at 946 East Trafficway and a parking lot at 234 North John Q Hammons Parkway for
48 \$5,500,000 to ensure sufficient parking for the stadium; (3) entering into an amended
49 and restated lease agreement with the Springfield Cardinals, LLC, that extends the
50 lease for an additional 15 years and provides a fund of \$4,000,000 for initial capital
51 improvements; and (4) entering into a settlement agreement that resolves the City's
52 claims in the Hammons bankruptcy.
53

54 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
55 SPRINGFIELD, MISSOURI, as follows, that:
56

57 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
58 a Purchase and Sale Agreement with The John Q. Hammons Charitable Trust dated
59 May 11, 2018, for the purpose of purchasing said Trust's rights and interest in
60 Hammons Field, including both real property and personal property and the lease of the
61 Springfield Cardinals and the license of Missouri State University, said agreement to be
62 substantially the same as the document attached hereto and incorporated herein by
63 reference as "Exhibit 1." Said authorization includes authorization to execute exhibits
64 attached to said Purchase and Sale Agreement, including but not limited to the
65 Settlement Agreement attached as "Exhibit F."
66

67 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
68 a Purchase and Sale Agreement with 946 East Trafficway LLC for the purpose of
69 purchasing parking lots at 946 East Trafficway and 234 North John Q Hammons
70 Parkway, said agreement to be substantially the same as the document attached hereto
71 and incorporated herein by reference as "Exhibit 2."
72

73 Section 3 – The City Manager, or his designee, is hereby authorized to enter into
74 an Amended and Restated Ballpark Lease Agreement with the Springfield Cardinals,
75 LLC, said agreement to be substantially the same as the document attached hereto and
76 incorporated herein by reference as "Exhibit 3."
77

78 Section 4 – The budget of the City of Springfield for Fiscal Year 2022-2023 is
79 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
80 No. 036, a copy of which is attached hereto and incorporated herein by reference as
81 “Exhibit 4.”

82
83 Section 5 – City Council hereby finds that the budget adjustment made above
84 has been recommended by the City Manager.

85
86 Section 6 – The City Manager is directed to cause the appropriate accounting
87 entries to be made in the books and records of the City.

88
89 Section 7 – This Ordinance shall be in full force and effect immediately upon
90 adoption.

91
92 Passed at meeting: _____

93
94 _____
95 Mayor

96
97 Attest: _____, City Clerk

98
99 Filed as Ordinance: _____

100
101 Approved as to form: Rhonda Lewsader, City Attorney

102
103
104 Approved for Council action: James A. Hays, City Manager
105

PURCHASE AND SALE AGREEMENT

(Hammons Field)

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of February __, 2023 (the “Effective Date”), between THE JOHN Q. HAMMONS CHARITABLE TRUST dated May 11, 2018 (“Seller”), and THE CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (“Purchaser”). (Seller and Purchaser are sometimes referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS, on December 1, 2002, the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (the “City”) and the JQH Trust entered into an Amended and Restated Baseball Stadium, Exposition Center and Arena Development Agreement and Trade Center Development Agreement (the “Development Agreement”) for the development of several improvements, including a baseball stadium on the land located at 955 East Trafficway, Springfield, Missouri (the “Hammons Field Real Estate”).

WHEREAS, (i) a portion of the Hammons Field Real Estate is owned in fee simple by the City (the “Hammons Field Owned Real Estate”), and (ii) the remaining portion of the Hammons Field Estate was owned by Public Building Corporation of the City of Springfield, Missouri (the “PBC”) and leased to the City in exchange for payment of rent in the amount of \$1.00 per year (the “Hammons Field Leased Real Estate”).

WHEREAS, on December 1, 2002, the City and the JQH Trust entered into an Amended and Restated Phase 1 Baseball Stadium Ground Lease Agreement (the “Ground Lease”) pursuant to which the City leased the Hammons Field Owned Real Estate and subleased the Hammons Field Leased Real Estate to the JQH Trust.

WHEREAS, prior to the date of this Agreement, the PBC transferred the Hammons Field Leased Real Estate to the City and the City is the owner of the Hammons Field Leased Real Estate as of the Effective Date.

WHEREAS, under the terms of the Ground Lease, the JQH Trust also leased from the City the baseball stadium constructed on the Hammons Field Real Estate which is capable of accommodating a Double-A minor league baseball club and serving as the home field for the Missouri State University (f/k/a Southwest Missouri State University) baseball team, located at 955 E. Trafficway St., Springfield, Missouri (collectively, “Improvements”). The JQH Trust also owned certain furniture, fixtures and equipment and other personal property used in the operation of the Improvements (the “Personal Property”). (The Improvements and Personal Property are referred to collectively as “Hammons Field”).

WHEREAS, the Cardinals are a Double-A minor league baseball club (the “Team”) that is an affiliate of the St. Louis Cardinals, a Major League Baseball club.

WHEREAS, the Cardinals and the JQH Trust executed a Ballpark Lease Agreement dated October 7, 2004 as amended by that certain Amendment to Ballpark Lease Agreement dated

February 18, 2008 (collectively, the “Cardinals Lease”). The Team has played its home games at Hammons Field under the Cardinals Lease since 2005.

WHEREAS, the JQH Trust and the Board of Governors of Missouri State University, a Missouri public institution of higher education (“MSU”) executed a Second Amended and Restated Ballpark License Agreement, dated as of December 17, 2010, as amended by the First Amendment to Second Amended and Restated Ballpark License Agreement, dated as of January 2, 2017, and as amended by the Amendment to Second Amended and Restated Ballpark License Agreement, dated as of October 25, 2018 (collectively, the “MSU License”) pursuant to which MSU has the limited right to use Hammons Field for its baseball team subject to the terms of the MSU License and the Cardinals Lease.

WHEREAS, on June 26, 2016, the JQH Trust and its seventy-five affiliated companies filed voluntary petitions under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Kansas (the “Bankruptcy Court”) thereby commencing jointly-administered bankruptcy cases captioned *In re John Q. Hammons Fall 2006, LLC, et al.*, Case No. 16-21142-11 (collectively, the “Bankruptcy Cases”).

WHEREAS, on March 30, 2018, JDH filed its Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the “Plan”). Under the Plan, JDH agreed to, *inter alia*, pay all Allowed Claims (as defined in the Plan) in the Bankruptcy Cases, and create Seller and contribute certain Non-Hotel Assets to Seller having a value of \$18 million (pursuant to the valuation methodology set forth in the Plan) upon the completion of cooperation provisions set forth in the Plan.

WHEREAS, on April 20, 2018, JDH filed its Notice of Filing of Plans Supplement in Connection With the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the “Plan Supplement”).

WHEREAS, the Plan Supplement provided that the JQH Trust would transfer all of the JQH Trust’s rights, title and interests in Hammons Field to Seller, with an assignment of the Ground Lease, the Cardinals Lease, the MSU License and the Development Agreement, together with all amendments, modifications or similar documents related to any of the foregoing (collectively, the “Hammons Field Agreements”) and a bill of sale for the Personal Property (such transaction, the “Hammons Field Transfer”).

WHEREAS, the Plan Supplement further provided that, upon the Hammons Field Transfer, Seller would exercise an option to purchase the Hammons Field Owned Real Estate and lease (rather than sublease) the Hammons Field Leased Real Estate under Section 12.19 of the Development Agreement (the “Purchase Option”), and then market and sell Seller’s interests in Hammons Field and the Hammons Field Agreements to the highest purchaser for cash under the terms and conditions set forth in the Plan Supplement.

WHEREAS, on May 8, 2020, the JQH Trust completed the Hammons Field Transfer pursuant to which Seller accepted and agreed to assume and perform all of the JQH Trust’s obligations, liabilities, covenants, duties and agreements under the Hammons Field Agreements.

WHEREAS, Seller intends to sell the Property (as defined herein) to Purchaser, and Purchaser intends to purchase the Property from Seller, on the terms set forth in this Agreement.

WHEREAS, in conjunction with the sale of the Property, Seller intends to assign to Purchaser all of Seller's right, title and interest in and to the Ground Lease and the Development Agreement including, without limitation, the right to exercise the Purchase Option.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 THE PROPERTY

1.1 Description of the Property. Subject to the terms of this Agreement, at the Closing (as defined herein), Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and accept from Seller all of the rights and interests in and to the following property (collectively, the "Property");

1.1.1 Seller's leasehold estate in the Hammons Field Real Estate and the Improvements pursuant to the Ground Lease, and all easements, rights and interests appurtenant thereto (collectively, the "Real Property");

1.1.2 all of Seller's right, title and interest in the Personal Property;

1.1.3 all of Seller's right, title and interest in the Development Agreement, including the Purchase Option;

1.1.4 all of Seller's right, title and interest in the Cardinals Lease; and

1.1.5 all of Seller's right, title and interest in the MSU License.

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property is Six Million Five Hundred Thousand and no/100 Dollars (\$6,500,000.00) (the "Purchase Price"), which shall be adjusted at Closing as expressly provided in this Agreement.

2.2 Payment of Purchase Price. At Closing, Purchaser shall pay to Seller an amount equal to the Purchase Price. All amounts to be paid by Purchaser to Seller under this Agreement shall be paid by wire transfer of immediately available U.S. federal funds.

ARTICLE 3 DUE DILIGENCE

3.1 NO DUE DILIGENCE CONTINGENCY. PURCHASER ACKNOWLEDGES AND AGREES THAT:

(a) PURCHASER HAS FINALIZED ITS DUE DILIGENCE REVIEW OF ALL MATTERS RELATING TO THE PROPERTY WHICH PURCHASER DEEMS ADVISABLE AS OF THE EFFECTIVE DATE, INCLUDING ALL STRUCTURAL, ENGINEERING, ENVIRONMENTAL, TITLE, SURVEY, FINANCIAL, OPERATIONAL AND LEGAL COMPLIANCE MATTERS;

(b) PURCHASER SHALL NOT HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AS THE RESULT OF ITS DISSATISFACTION WITH ANY ASPECT OF ITS DUE DILIGENCE REVIEW OF THE PROPERTY; AND

(c) THE PURCHASE PRICE REFLECTS THE RESULTS OF PURCHASER'S DUE DILIGENCE REVIEW OF THE PROPERTY.

ARTICLE 4 TITLE TO THE PROPERTY

4.1 Title Insurance Commitment. Purchaser acknowledges that Seller shall have obtained and delivered to Purchaser a commitment for an ALTA owner's title insurance policy from First American title Insurance Company (the "Title Company"), dated October 27, 2022, number NCS-1153916-CHI2 for the Real Property (the "Title Commitment").

4.2 Survey. Purchaser acknowledges that Seller has delivered to Purchaser the ALTA/ACSM survey dated June 17, 2005, as Project No. 2005-0065 prepared by White Land Surveying, LLC for the Stadium (the "Survey"). Seller shall have no obligation to obtain an updated or new land survey for the Real Property.

4.3 Exceptions to Title.

4.3.1 Unpermitted Exceptions. All liens, encumbrances or other exceptions to title affecting the Real Property (the "Title Exceptions"), and encroachments or other survey defects affecting the Real Property (the "Survey Defects") that Seller and Purchaser have expressly marked as "unpermitted" shall constitute unpermitted exceptions to title to the Real Property (the "Unpermitted Exceptions").

4.3.2 Permitted Exceptions. All liens, encumbrances and other exceptions to title, and all encroachments and other survey defects, affecting the Real Property, other than the Unpermitted Exceptions shall constitute permitted exceptions to title to the Real Property (the "Permitted Exceptions"). For the avoidance of doubt, all liens and encumbrances caused or created by Purchaser, including mortgages, deeds of trust and other security interests for any financing incurred by Purchaser shall constitute Permitted Exceptions.

4.3.3 Removal of Unpermitted Exceptions. Seller shall have no obligation to remove or cure any Title Exceptions or Survey Defects other than the Unpermitted Exceptions. Seller may cure any Unpermitted Exception by (a) removing such Unpermitted Exception from title, or (b) causing the Title Company to commit to insure over such Unpermitted Exception in the Title Policy, without removing such Unpermitted Exception from the Title Policy, provided that Purchaser, in its sole discretion, agrees to such insuring over of any Unpermitted Exceptions. If Seller determines that it will be unable to remove or cure any Unpermitted Exceptions before

Closing, Seller shall have the right to postpone the Closing one or more times for up to 60 days in the aggregate in each case by providing written notice to Purchaser no later than five Business Days before the then scheduled date for the Closing.

4.4 Title Insurance Policy. At Closing, Seller shall cause the Title Company to issue a title insurance policy to Purchaser in accordance with the Title Commitment, subject only to the removal or insuring of Unpermitted Exceptions pursuant to Section 4.3.3, and dated as of the Closing Date, with gap coverage from Seller from the Closing through the date of recording (the “Title Policy”).

4.5 Conveyance of the Real Property. At Closing, Seller shall convey to Purchaser the Real Property subject to all Title Exceptions and Survey Defects other than the Unpermitted Exceptions which are cured by causing the Title Company to insure over such Unpermitted Exceptions in the Title Policy, but which otherwise are not removed from title.

ARTICLE 5 CONDITION OF THE PROPERTY

5.1 PROPERTY SOLD “AS IS”. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES IN ARTICLE 6, PURCHASER ACKNOWLEDGES AND AGREES THAT THE PURCHASE OF THE PROPERTY SHALL BE ON AN “AS IS” BASIS, AND SELLER HAS NO OBLIGATION TO REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY.

5.2 LIMITATIONS ON REPRESENTATIONS AND WARRANTIES. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, NOR ANY OTHER PERSON PURPORTING TO REPRESENT SELLER, HAS MADE ANY REPRESENTATION, WARRANTY, GUARANTY OR PROMISE WHATSOEVER WITH RESPECT TO THE PROPERTY, WRITTEN OR VERBAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO (A) THE CONDITION, SQUARE FOOTAGE OR ACREAGE OF THE REAL PROPERTY, (B) THE ZONING CLASSIFICATION OF THE REAL PROPERTY OR THE COMPLIANCE OF THE REAL PROPERTY OR OPERATION OF ANY FUTURE CONTEMPLATED BUSINESS TO BE OPERATED ON THE REAL PROPERTY WITH ANY ZONING REQUIREMENTS, BUILDING CODES OR OTHER APPLICABLE LAW, (C) THE ACCURACY OF ANY INFORMATION IN ANY DOCUMENTS, MATERIALS OR INFORMATION PROVIDED TO PURCHASER WHICH WERE PREPARED FOR OR ON BEHALF OF SELLER, OR (D) ANY OTHER MATTER RELATING TO SELLER, THE PROPERTY OR ANY FUTURE CONTEMPLATED BUSINESS TO BE OPERATED ON THE PROPERTY.

5.3 SURVIVAL. THIS ARTICLE 5 SHALL SURVIVE THE CLOSING.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

6.1.1 Organization and Power. Seller (a) is duly formed and validly existing, (b) is qualified to do business in the jurisdiction in which the Property is located, and (c) has all requisite power and authority to own the Property.

6.1.2 Authority and Binding Obligation. (a) Seller has full power and authority to execute this Agreement and all other documents to be executed by Seller pursuant to this Agreement (the "Seller Documents"), and to perform all obligations of Seller under the Seller Documents, (b) the execution by the signer on behalf of Seller of the Seller Documents, and the performance by Seller of its obligations under the Seller Documents, has been duly and validly authorized by all necessary action by Seller, and (c) the Seller Documents, when executed, will constitute the legal, valid and binding obligations of Seller enforceable against Seller in accordance with its terms.

6.1.3 Consents and Approvals; No Conflicts. Except for the recordation of any Seller Documents as required, (a) no filing with, and no consent, approval or other authorization of, any Governmental Authority is necessary for the execution by Seller of any Seller Documents, or the performance by Seller of any of its obligations under any Seller Documents, and (b) neither the execution by Seller of any Seller Documents, nor the performance by Seller of any of its obligations under any Seller Documents, will (i) violate any provision of Seller's organizational or governing documents, (ii) violate any Applicable Law to which Seller is subject, or (iii) result in a violation or breach of, or constitute a default under, any contract, agreement or other instrument or obligation to which Seller is a party, except to the extent such violation, breach or default would not have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby.

6.1.4 Condemnation. Seller has not received any written notice of any pending condemnation proceeding or other proceeding in eminent domain, and to Seller's Knowledge, no such condemnation proceeding or eminent domain proceeding is threatened affecting all or any part of the Real Property.

6.1.5 Litigation. Seller has not (a) been served with any court filing in any litigation with respect to the Property in which Seller is named a party which has not been resolved, settled or dismissed, or (b) received any written notice threatening any such litigation, administrative or other adjudicatory proceeding.

6.1.6 Compliance with Laws. Seller has not received any written notice of a violation of any applicable laws, rules or regulations Law with respect to the Property that has not been cured or dismissed, and to Seller's Knowledge, Seller is not in violation of any applicable law with respect to the Property that has not been cured or dismissed.

6.1.7 Brokers. Seller has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Seller

in connection with the transaction described in this Agreement in any manner that would entitle such Person to any fee or commission in connection with the transaction described in this Agreement.

6.1.8 Withholding Obligation. Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

For purposes of this Section 6.1, the term “Seller’s Knowledge” means the actual knowledge of John Casale as representative of Seller.

6.2 Purchaser’s Representations and Warranties. Purchaser represents and warrants to Seller that:

6.2.1 Organization and Power. Purchaser (a) is a duly organized and existing constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, and (b) has all requisite power and authority to own, lease and operate its properties and to carry on its business as currently being conducted.

6.2.2 Authority and Binding Obligation. (a) Purchaser has full power and authority to execute this Agreement and all other documents to be executed by Purchaser pursuant to this Agreement (the “Purchaser Documents”), and to perform all obligations of Purchaser under the Purchaser Documents, (b) the execution by the signer on behalf of Purchaser of the Purchaser Documents, and the performance by Purchaser of its obligations under the Purchaser Documents, has been duly and validly authorized by all necessary action by Purchaser, and (c) the Purchaser Documents, when executed, will constitute the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its terms.

6.2.3 Consents and Approvals; No Conflicts. (a) No filing with, and no consent, approval or other authorization of, any Governmental Authority or other Person is necessary for the execution by Purchaser of any Purchaser Documents, or the performance by Purchaser of any of its obligations under any Purchaser Documents, and (b) neither the execution by Purchaser of any Purchaser Documents, nor the performance by Purchaser of any of its obligations under any Purchaser Documents, will (i) violate any provision of Purchaser’s organizational or governing documents, (ii) violate any Applicable Law to which Purchaser is subject, or (iii) result in a violation or breach of, or constitute a default under, any contract, agreement or other instrument or obligation to which Purchaser is a party or by which any of Purchaser’s properties are subject.

6.2.4 Brokers. Purchaser has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Purchaser in connection with the transaction described in this Agreement in any manner which would entitle such Person to any fee or commission in connection with this Agreement or the transaction described in this Agreement.

ARTICLE 7 CLOSING CONDITIONS

7.1 Bankruptcy Court Approval. Upon execution of this Agreement by all Parties, Seller shall cause the Revocable Trust of John Q. Hammons Dated December 28, 1989, as Amended and Restated to file a motion under Federal Rule of Bankruptcy Procedure 9019 in the jointly-administered bankruptcy cases pending in the United States Bankruptcy Court for the District of Kansas (the “Bankruptcy Court”) captioned *In re John Q. Hammons Fall 2006, LLC, et al.*, Case No. 16-21142-11 (collectively, the “Bankruptcy Cases”) seeking approval of this Agreement by the Bankruptcy Court. The Parties acknowledge and agree that this Agreement shall not be effective until the first day following approval of both the Hammons Field PSA and this Agreement by a final order of the Bankruptcy Court that is not the subject of a timely appeal (the “Final Bankruptcy Court Approval”). The Parties further acknowledge and agree that they will not object to or interfere in any way with the Bankruptcy Court’s approval of the Agreement. The Parties further acknowledge and agree that, in the event that the Bankruptcy Court denies approval of the Hammons Field PSA or this Agreement by a final order that is not the subject of a timely appeal, any Party may, at its option, terminate this Agreement upon ten (10) days written notice to all other Parties

7.2 Mutual Closing Conditions.

7.2.1 Satisfaction of Mutual Closing Conditions. The obligation of each Party to close the transaction contemplated in this Agreement are subject to the satisfaction at or before the Closing of all of the following conditions precedent (the “Mutual Closing Conditions”):

(a) Final Bankruptcy Court Approval. The Bankruptcy Court has issued the Final Bankruptcy Court Approval.

(b) Third Party Consents and Signatures to Closing Deliveries. Each of the Seller Closing Deliveries requiring the consent of or execution by third parties shall have been obtained and any such instrument shall have been duly executed by any such Person, and notarized, if required, and delivered into escrow with the Title Company for Closing.

(c) Parking Lots. Purchaser shall have acquired fee simple title to the two separate parking lots located at 946 East Trafficway in Springfield, Missouri 65802 and 246 N John Q Hammons Parkway in Springfield, Missouri 65802.

(d) Adverse Proceedings. No injunction or other order or ruling shall have been issued by a court or any other Governmental Authority that would prevent the completion of the transaction described in this Agreement, and no litigation or other court action shall have been commenced by a third-party seeking to obtain an injunction or other relief from a court or other Governmental Authority to prevent the completion of the transaction described in this Agreement.

(e) Adverse Law. No Applicable Law shall have been enacted that would prevent the completion of the transaction described in this Agreement.

(f) Bankruptcy. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller or Purchaser that would materially and adversely affect such Party's ability to perform its obligations under this Agreement.

7.2.2 Failure of Mutual Closing Condition. If any Mutual Closing Condition is not satisfied at Closing, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party, in which case the Parties shall have no further rights or obligations under this Agreement, except for those that expressly survive termination.

7.3 Purchaser Closing Conditions.

7.3.1 Satisfaction of Purchaser Closing Conditions. Purchaser's obligation to close the transaction described in this Agreement is subject to the satisfaction at or before Closing of the following conditions precedent (the "Purchaser Closing Conditions"):

(a) The Seller Closing Deliveries shall have been delivered to Purchaser or deposited with Escrow Agent (as defined herein) in the Closing Escrow (as defined herein) to be delivered to Purchaser at Closing.

(b) The representations and warranties of Seller in this Agreement, as may be modified from time to time as provided in this Agreement, shall be true and correct as of the Closing.

(c) The obligations of Seller in this Agreement shall have been performed in all material respects.

(d) The Title Company shall have issued the Title Policy pursuant to Section 4.4.

7.3.2 Failure of Purchaser Closing Condition. If any Purchaser Closing Condition is not satisfied at Closing, then Purchaser shall have the right to (a) terminate this Agreement by providing written notice to Seller, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, or (b) waive the failure of such Purchaser Closing Condition and proceed to Closing.

7.4 Seller Closing Conditions.

7.4.1 Satisfaction of Seller Closing Conditions. Seller's obligation to close the transaction described in this Agreement is subject to the satisfaction at or before Closing of each of the following conditions precedent (the "Seller Closing Conditions"):

(a) Purchaser shall have paid to Seller or deposited the Purchase Price with Escrow Agent, and provided Escrow Agent with written direction to disburse the Purchase Price to Seller.

(b) All other Purchaser Closing Deliveries shall have been delivered to Seller or deposited with Escrow Agent in the Closing Escrow to be delivered to Seller at Closing.

(c) All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing.

(d) The obligations of Purchaser in this Agreement shall have been performed in all material respects.

7.4.2 Failure of Seller Closing Condition. If any Seller Closing Condition is not satisfied at Closing, then Seller shall have the right to (i) terminate this Agreement by providing written notice to Purchaser, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, or (ii) waive such Seller Closing Condition and proceed to Closing.

7.5 Frustration of Closing Conditions. Notwithstanding anything to the contrary in this Article 7, Seller and Purchaser may not rely on the failure of a Seller Closing Condition or Purchaser Closing Condition, respectively, if such failure was caused by such Party's failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur.

ARTICLE 8 CLOSING

8.1 Closing Date. The closing of the transaction described in this Agreement (the "Closing") shall occur on the date that is five business days after the Final Bankruptcy Court Approval is issued by the Bankruptcy Court (as such date may be postponed as expressly provided in this Agreement), or such other date as agreed to in writing by the Parties (the date on which the Closing occurs is referred to herein as the "Closing Date"). The Closing shall occur through an escrow (the "Closing Escrow") administered by the escrow agent affiliated with the Title Company (the "Escrow Agent"). Notwithstanding the foregoing or anything to the contrary in this Agreement, if the Closing has not occurred within 60 days after the Effective Date, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party after such 10-day period, in which case the Parties shall have no further rights or obligations under this Agreement, except for those that expressly survive termination.

8.2 Closing Deliveries.

8.2.1 Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser or deposited with Escrow Agent in the Closing Escrow to be delivered to Purchaser at Closing, all of the documents (each of which shall be duly executed by Seller or other Person, as applicable, and notarized, if required) and other items set forth in this Section 8.2.1 (the "Seller Closing Deliveries"), as follows:

(a) An Assignment and Assumption of Lease (Stadium Ground Lease), conveying Seller's leasehold estate in the Real Property pursuant to the Ground Lease to Purchaser in accordance with Section 4.5, in the form attached hereto as Exhibit A (the "Assignment of Ground Lease");

(b) A bill of sale conveying the Personal Property (if any) to Purchaser in the form attached hereto as Exhibit B;

(c) A release of the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 25, 2018 and which was filed for record on May 3, 2019 in the Office of the Recorder of Deeds for Greene County, Missouri as Document No. 013887-19 in Book 2019, Page 013887-19, and any Uniform Commercial Code filings in connection therewith;

(d) A Termination of Parking Agreement in the form attached hereto as Exhibit C;

(e) A Termination of Management Agreement in the form attached hereto as Exhibit D;

(f) An Assignment and Assumption of Development Agreement in the form attached hereto as Exhibit E;

(g) A Settlement Agreement (Bankruptcy-Related Matters) in the form attached hereto as Exhibit F;

(h) A Settlement Agreement (Cardinals-Related Matters) in the form attached hereto as Exhibit G;

(i) An Assignment and Assumption of Lease (Ballpark Lease – Springfield Cardinals), in the form attached hereto as Exhibit H, concerning that certain Ballpark Lease Agreement, dated as of October 7, 2004, between the Seller, as landlord, and Springfield Cardinals, LLC, a Missouri limited liability company (the “Springfield Cardinals”), as tenant, as amended by that certain Amendment to Ballpark Lease Agreement, dated as of February 18, 2008, between Seller and the Springfield Cardinals (collectively, the “Cardinals Lease”);

(j) A Consent to Assignment and Assumption of Lease Agreement with respect to the Cardinals Lease, in the form attached hereto as Exhibit I;

(k) An Assignment and Assumption of License Agreement – Missouri State University, in the form attached hereto as Exhibit J;

(l) A Notice of Assignment of License Agreement – Missouri State University, in the form attached hereto as Exhibit K;

(m) Such agreements, affidavits or other documents as may be reasonably requested by the Title Company from Seller to issue the Title Policy;

(n) All real estate transfer declaration or similar documents required under Applicable Law in connection with the conveyance of the Real Property;

(o) A FIRPTA affidavit in the form set forth in the regulations under Section 1445 of the Internal Revenue Code of 1986, as amended;

(p) The Closing Statement prepared pursuant to Section 9.1; and

(q) Such other documents and instruments as may be reasonably requested by Purchaser in order to complete the transaction described in this Agreement.

8.2.2 Purchaser Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller or deposited with Escrow Agent in the Closing Escrow to be delivered to Seller all of the documents (each of which shall have been duly executed by Purchaser or other Person, as applicable, and notarized, if required) and other items set forth in this Section 8.2.2 (the “Purchaser Closing Deliveries”), as follows:

(a) The Purchase Price to be paid by Purchaser pursuant to Section 2.2;

(b) A counterpart of each of the documents to be delivered by Seller under Section 8.2.1 that require execution by Purchaser; and

(c) Such other documents and items as may be reasonably requested by Seller or the Title Company in order to complete the transaction described in this Agreement.

ARTICLE 9 PRORATIONS AND EXPENSES

9.1 Closing Statement. No later than the day before the Closing, the Parties jointly shall prepare a closing statement (the “Closing Statement”), which shall set forth their best estimate of the amounts of the items to be adjusted and prorated under this Agreement. The Closing Statement shall be approved and executed by the Parties at Closing, and such adjustments and prorations shall be final with respect to the items set forth in the Closing Statement, except to the extent any such items shall be reprorated after the Closing as expressly set forth in Section 9.2.

9.2 Prorations. The items set forth in this Section 9.2 shall be prorated between the Parties (the “Prorations”) as of 11:59 p.m. on the day preceding the Closing Date.

9.2.1 Operating Expenses. To the extent incurred by Seller under the Ground Lease or pursuant to Cardinals Lease, all property taxes, assessments, water or sewer charges, gas, electric, telephone or other utilities, operating expenses, or other normally proratable items relating to the Property, shall be prorated between Seller and Purchaser as of the Closing Date.

9.2.2 Rents and Fees. All rents pursuant to the Cardinals Lease and the Ground Lease and all fees under the MSU License shall be prorated as of the Closing Date.

9.2.3 Other Adjustments and Prorations. All other items as are customarily adjusted or prorated upon the sale and purchase of property similar to the Property shall be adjusted and prorated between the Parties accordingly.

9.3 Transaction Costs

9.3.1 Seller's Transaction Costs. In addition to the other costs and expenses to be paid by Seller set forth elsewhere in this Agreement, Seller shall pay for the following items

in connection with this transaction: (a) the fees and expenses of removing or curing any Unpermitted Exceptions as required under Section 4.3.3, (b) the fees, costs and expenses for the Title Commitment, and Title Policy, (c) any transfer, sales or similar tax and recording charges payable in connection with the conveyance of the Property, (d) any commission due to Broker, if any, (e) one half (½) of the fees and expenses for the Escrow Agent, and (f) the fees, costs and expenses of its own attorneys, accountants and consultants or other Person engaged by Seller.

9.3.2 Purchaser's Transaction Costs. In addition to the other costs and expenses to be paid by Purchaser as set forth elsewhere in this Agreement, Purchaser shall pay for the following items in connection with this transaction: (a) the fees, costs and expenses incurred by Purchaser for any due diligence conducted by Purchaser, (b) one half (½) of the fees and expenses for the Escrow Agent, and (c) the fees, costs and expenses or other Person engaged by Purchaser of its own attorneys, accountants and consultants.

9.3.3 Other Transaction Costs. All other fees, costs and expenses not expressly addressed in this Section 9.3 or elsewhere in this Agreement shall be allocated between the Parties in accordance with applicable local custom for sale and purchase transactions involving similar properties.

ARTICLE 10 DEFAULT AND REMEDIES

10.1 Seller Default. If, at or any time before Closing, Seller fails to perform its obligations under this Agreement in any material respect and such failure is not due to a Purchaser Default (a "Seller Default"), then Purchaser, as its sole and exclusive remedy for such Seller Default, may elect to (a) terminate this Agreement, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, (b) proceed to Closing without any reduction in or setoff against the Purchase Price, in which case Purchaser shall be deemed to have waived such Seller Default, or (c) obtain an injunction for specific performance.

10.2 Purchaser Default. If at any time before Closing, Purchaser fails to perform any obligation of Purchaser under this Agreement in any material respect which is not due to a Seller Default (a "Purchaser Default"), then Seller, may, at Seller's sole option, elect any one or more of the following: (i) terminate this Agreement by written notice delivered to Purchaser whereupon Purchaser and Seller shall have no further rights or obligations hereunder; or (ii) exercise any other right or remedy Purchaser may have at law or in equity by reason of such default including, but not limited to, the recovery of actual damages incurred by Purchaser in connection herewith, but in no event greater than the Purchase Price, but expressly excluding attorneys' fees and court costs.

ARTICLE 11 SURVIVAL

11.1 Survival.

11.1.1 Survival of Representations and Warranties. The representations and warranties of Seller in Sections 6.1.1, 6.1.2, and 6.1.3, and the representations and warranties of Purchaser in Section 6.2 shall survive the Closing or termination of this Agreement until the

expiration of the applicable statute of limitations, and all other representations and warranties of Seller in this Agreement shall be deemed to be merged in the Assignment of Ground Lease and shall not survive the Closing (the period any such representation or warranty survives the Closing or termination of this Agreement (as the case may be) is referred to herein as the “Survival Period”).

11.1.2 Survival of Rights and Obligations. Except for the rights and obligations of the Parties in this Agreement that expressly survive the Closing or termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate upon Closing or earlier termination of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 Notices.

12.1.1 Method of Delivery. All notices, requests, demands, consents, approvals and objections and other communications (each, a “Notice”) to be provided by any Party to another Party pursuant to this Agreement shall be in writing, duly signed by the sending Party (or attorney on behalf of such Party) and delivered to the recipient Party by (a) personal delivery, (b) U.S. certified mail, (c) overnight courier service, or (d) email in PDF (Portable Digital Format). All Notices to be provided to a Party under this Agreement shall be sent to the following address:

If to Seller:

John Q. Hammons Charitable Trust
2398 E. Camelback Road, Suite 1000
New York, New York 10036
Attn: Brian Cameron
Email: bcameron@atriumllc.com

with copies to:

Stinson LLP
1201 Walnut St., Suite 2900
Kansas City, Missouri 64106
Attn: Nicholas J. Zluticky
Attn: Timothy A. Laycock
Email: Nicholas.zluticky@stinson.com
Email: tim.laycock@stinson.com

If to Purchaser:

City of Springfield, Missouri
Busch Municipal Building
840 N. Boonville Ave.
Springfield, MO 65802
Attention: Rhonda Lewsader
Email: rlewsader@springfieldmo.gov

with copies to:

Polsinelli PC
900 W 48th Place, Suite 900
Kansas City, MO 64112
Attention: Daniel Dooley
Email: ddooley@polsinelli.com

Any Person to whom Notices or copies of Notices are to be delivered pursuant to this Section 12.2.1 shall notify the other Persons listed in this Section 12.2.1 of any change in its address by providing a Notice of its new address to such other Persons pursuant to this Section 12.2.1.

12.1.2 Receipt of Notices. All Notices sent by a Party (or attorney on behalf of a Party) shall be deemed to have been received by the recipient Party on (a) the date of delivery to the recipient Party's address, provided that such delivery is before 5:00 p.m. (local time for the recipient Party) on any day other than a Saturday, Sunday or U.S. federal legal holiday (a "Business Day"), otherwise the following Business Day, except in the case of delivery by email, the date the recipient Party responds in writing (by email or otherwise) affirmatively acknowledging receipt of delivery (but expressly excluding any automated reply to the sending Party regarding delivery to the recipient Party's email address), or (b) the attempted delivery of such Notice if the recipient Party refuses delivery or is no longer at such address and failed to provide the sending Party with its current address pursuant to this Section 12.1.2.

12.2 Further Assurances. The Parties shall use commercially reasonable efforts to take, or cause to be taken, all actions necessary, appropriate or advisable to complete the transaction described in this Agreement. This Section 12.3 shall survive the Closing.

12.3 Successors and Assigns. This Agreement shall be binding on and for the benefit of the Parties, and their respective successors and permitted assigns.

12.4 Third-Party Beneficiaries. This Agreement shall not provide any rights or remedies to any Person other than the Parties and their respective successors and permitted assigns.

12.5 Governing Law. This Agreement shall be governed by the laws of the State of Missouri, without giving effect to any principles regarding conflict of laws.

12.6 Rules of Interpretation. The following rules shall apply to the interpretation of this Agreement:

12.6.1 Certain Words and Phrases. Unless otherwise expressly stated in this Agreement, the following words and phrases shall be interpreted as follows: (a) the words "include", "includes", "including" shall be construed as if followed by the phrase "without limitation"; and (b) the word "may" shall be construed as meaning "shall have the right but not the obligation to".

12.6.2 Definitions. Unless otherwise expressly stated in this Agreement, the following words shall have the following meaning:

(a) The term "Affiliate" means, with respect to the Person in question, any other Person that, directly or indirectly, (i) owns or controls fifty percent (50%) or more of the outstanding voting and/or equity interests of such Person, or (ii) controls, is controlled by or is under common control with, the Person in question. For the purposes of this definition, the term "control" and its derivations means having the power, directly or indirectly, to direct the management, policies or general conduct of business of the Person in question, whether by the ownership of voting securities, contract or otherwise.

(b) The term "Governmental Authority" means any federal, state or local government or other political subdivision thereof, including, any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

(c) The term “Person” means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

12.7 Severability. If any term or provision of this Agreement is determined to be illegal, invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the legality, validity or enforceability of any other terms or provisions of this Agreement, or the legality, validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

12.8 WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

12.9 Recitals, Exhibits and Schedules. The introduction and recitals to this Agreement, and all exhibits and schedules referred to in this Agreement are incorporated in and made a part of this Agreement.

12.10 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties, and supersedes any letter of intent or term sheet and all other agreements or understandings (written or verbal) between the Parties on or before the Effective Date regarding the transaction described in this Agreement.

12.11 Amendments to Agreement. No amendment or other change to any terms of this Agreement, or waiver of any right, obligation, liability, breach or default under this Agreement shall be valid unless in writing and signed by all Parties.

12.12 Execution of Agreement. A Party shall have the right to deliver executed signature pages to this Agreement by email in PDF (Portable Digital Format) to any other Party, which electronic copy shall be deemed to be an original executed signature page, provided that such Party shall deliver an original signature page to such other Party promptly thereafter. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[END OF TEXT – CONTINUED ON NEXT PAGE]

Each Party has caused this Agreement to be executed and delivered in their names by a duly authorized officer or representative of such Party.

SELLER:

THE JOHN Q. HAMMONS CHARITABLE TRUST
dated May 11, 2018

By: _____
Name: _____
Title: _____

PURCHASER:

THE CITY OF SPRINGFIELD, MISSOURI,
a constitutional home rule charter municipal corporation
and political subdivision of the State of Missouri

By: _____
Name: _____
Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance

Approved as to form:

City Attorney or designee

EXHIBIT LIST

- A. Assignment & Assumption of Ground Lease Agreement
- B. Bill of Sale
- C. Termination of Parking Lot Agreement
- D. Termination of Management Agreement
- E. Assignment & Assumption of Development Agreement
- F. Settlement Agreement (Bankruptcy-Related Matters)
- G. Settlement Agreement (Cardinals-Related Matters)
- H. Assignment of Lease Agreement – Springfield Cardinals
- I. Consent to Assignment of Lease Agreement – Springfield Cardinals
- J. Assignment of License Agreement – Missouri State University
- K. Notice of Assignment of License Agreement – Missouri State University

EXHIBIT A

Assignment and Assumption of Ground Lease Agreement

ASSIGNMENT AND ASSUMPTION OF LEASE (STADIUM GROUND LEASE – CITY OF SPRINGFIELD)

This Assignment and Assumption of Lease (this “Assignment”) is hereby executed as of this _____ day of _____, 202_ (the “Effective Date”), by and between the John Q. Hammons Charitable Trust, dated May 11, 2018 (“Assignor”), and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (“Assignee”).

RECITALS:

A. Assignee, as landlord, and The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, the Estate of John Q. Hammons, and the Estate of Juanita K. Hammons, as tenant (collectively, the “Original Tenant”), are parties to that certain Phase I Baseball Stadium Lease Agreement, dated as of December 1, 2002, as amended by the Amended and Restated Phase I Baseball Stadium Ground Lease Agreement, dated December 1, 2002 (collectively, the “Lease”).

B. Pursuant to that certain Assignment and Assumption of Lease, dated as of May 8, 2020, Original Tenant transferred its right, title and interest in and to the Lease to Assignor.

C. Assignor now desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Lease.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not otherwise defined shall have the meaning given in the Lease.

2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease, together with the deposits thereunder made or held by Assignor.

3. **Assumption.** Assignee hereby accepts the assignment, transfer and conveyance of the Lease, together with the deposits thereunder made or held by Assignor and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Lease, whether first arising or accruing before, on or after the Effective Date. Assignor expressly releases Assignee from and against any and all actual or potential liability, damages, losses, judgments, awards, assessments, interest, fines, penalties, costs or expenses, which relate to acts, omissions or events occurring prior to the Effective Date in connection with Assignor's duties and obligations under the Lease. To the maximum extent permitted by applicable law, Assignee shall defend Assignor from and against all demands, claims, costs, suits, actions or

causes of action, and indemnify and hold harmless Assignor from and against all losses, liabilities, damages, judgments, awards, assessments, interest, fines, penalties, costs or expenses (excluding attorneys' fees) which relate to acts, omissions or events occurring: (i) prior to the Effective Date in connection with Assignor's duties and obligations under the Lease; and (ii) from and after the Effective Date in connection with Assignee's duties and obligations under the Lease.

4. **Governing Law and Jurisdiction.** This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5. **Successors.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Severability.** If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

7. **Entire Agreement.** This Assignment and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

8. **Amendments and Waivers.** This Assignment may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. **Counterparts.** For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

John Q. Hammons Charitable Trust, dated
May 11, 2018

By: _____

Name: _____

Title: _____

ASSIGNEE:

City of Springfield, Missouri, a constitutional home
rule charter municipal corporation and political
subdivision of the State of Missouri

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney or designee

EXHIBIT B

Bill of Sale

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (the “Bill of Sale”) is executed as of _____, 202_, by the John Q. Hammons Charitable Trust, dated May 11, 2018 (“Seller”) and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, duly organized and existing under the laws of the State of Missouri (“Purchaser”).

RECITALS OF FACT

Seller has agreed to sell, assign, transfer and convey to Purchaser, and Purchaser has agreed to purchase, accept and assume certain personal property located at the baseball stadium at 955 E. Trafficway Street, Springfield, Missouri (the “Stadium”):

NOW, THEREFORE, incorporating the foregoing recitals of fact, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

ARTICLE I **SALE OF FF&E**

Section 1.1. Sale. Seller hereby sells, assigns, conveys and transfers to Purchaser, and Purchaser hereby purchases, accepts and assumes, as is, where is, with all faults, without any warranty or recourse whatsoever, all Sellers’ right, title and interest (if any) in and to all tangible personal property located at the Stadium (the “Tangible Personal Property”).

ARTICLE II **ASSIGNMENT OF INTANGIBLE FF&E**

Section 2.1 Assignment. Seller hereby sells, assigns and transfers to Purchaser, without warranty or recourse, all of Sellers’ right, title and interest (if any) in and to all equipment leases, contracts, naming rights, warranties, licenses and permits, plans and specifications, intellectual property and books and records, held or used exclusively in connection with the Stadium (collectively, the “Intangible Personal Property”).

Section 2.2 Assumption. Purchaser hereby accepts the foregoing assignment and transfer, and assumes the Intangible Personal Property, and agrees to timely keep, perform and discharge all liabilities and obligations of Seller under the Intangible Personal Property.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.1 Governing Law and Jurisdiction. This Bill of Sale shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

Section 3.2 Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Bill of Sale and shall not be deemed to limit or otherwise affect any of the provisions hereof.

Section 3.3 Assignment; Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties hereto. Any assignment by a party hereto requires consent of the other parties hereto except that any party may assign its rights and obligations hereunder to an affiliate of such party. There shall be no third-party beneficiaries to this Bill of Sale.

Section 3.4 Severability. If any provision of this Bill of Sale shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Bill of Sale shall not in any way be affected or impaired thereby and shall continue in full force and effect.

Section 3.5 Entire Agreement. This Bill of Sale and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

Section 3.6 Amendments and Waivers. This Bill of Sale may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

Section 3.7 Counterparts. For the convenience of the parties hereto, this Bill of Sale may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF the undersigned has executed this Bill of Sale as of the day and year first above written.

SELLER:

John Q. Hammons Charitable Trust, dated
May 11, 2018

By: _____

Name: _____

Title: _____

PURCHASER:

City of Springfield, Missouri,
a constitutional home rule charter municipal
corporation and political subdivision of the
State of Missouri

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney or designee

EXHIBIT C

Termination of Parking Agreement

TERMINATION OF PARKING AGREEMENT

THIS TERMINATION OF PARKING AGREEMENT (this "Termination") is made as of _____, 202_ (the "Effective Date"), by and between 946 East Trafficway LLC, a Delaware limited liability company ("Licensor"), and The John Q. Hammons Charitable Trust, dated May 11, 2018 ("Licensee").

RECITALS:

A. The Revocable Trust of John Q. Hammons, dated December 28, 1989 (the "Revocable Trust") and Licensor entered into that certain Parking Agreement dated on or about May 8, 2018 (the "Parking Agreement").

B. Pursuant to that certain Assignment and Assumption of License Agreement dated May 8, 2020, the Revocable Trust assigned all of its right, title and interest to the Parking Agreement to Licensee.

C. Licensor and Licensee now wish to terminate the Parking Agreement pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination. As of the Effective Date, the Parking Agreement shall be and hereby is terminated and the Licensor and Licensee shall have no further rights, liabilities or obligations thereunder on or after the Effective Date. Licensor and Licensee hereby release each other from all liabilities or obligations arising under the Parking Agreement before the Effective Date.

2. Further Assurances. Licensor and Licensee each agree to execute, upon request of the other party, such other documents as may be reasonably requested by such other party to further evidence the termination of the Parking Agreement.

3. Entire Agreement. This Termination and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

4. Amendments and Waivers. This Termination may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

5. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed an original, and which taken together, shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the day and year first above written.

LICENSOR:

946 East Trafficway LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

LICENSEE:

John Q. Hammons Charitable Trust, dated
May 11, 2018

By: _____

Printed Name: _____

Title: _____

EXHIBIT D

Termination of Management Agreement

TERMINATION OF MANAGEMENT AGREEMENT

THIS TERMINATION OF MANAGEMENT AGREEMENT (this “Termination”) is made as of _____, 202_ (the “Effective Date”), by and between 946 East Trafficway LLC, a Delaware limited liability company (“Owner”), and Atrium Hospitality, LP, a Delaware limited partnership (“Manager”).

RECITALS:

A. Owner and Manager are parties to a management agreement (the “Management Agreement”), by and between Owner and Manager.

B. Owner and Manager wish to terminate the Management Agreement pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination. As of the Effective Date, the Management Agreement shall be and hereby is terminated and the Owner and Manager shall have no further rights, liabilities or obligations thereunder on or after the Effective Date. Owner and Manager hereby release each other from all liability or obligations arising under the Management Agreement before the Effective Date.

2. Further Assurances. Owner and Manager each agree to execute, upon request of the other party, such other documents as may be reasonably requested by such other party to further evidence the termination of the Management Agreement.

3. Entire Agreement. This Termination and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

4. Amendments and Waivers. This Termination may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

5. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed an original, and which taken together, shall constitute a single instrument

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the day and year first above written.

OWNER:

946 East Trafficway, LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

MANAGER:

Atrium Hospitality, LP,
a Delaware limited partnership

By: _____

Printed Name: _____

Title: _____

EXHIBIT E

Assignment & Assumption of Development Agreement

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

(CITY OF SPRINGFIELD)

This Assignment and Assumption of Development Agreement (this “Assignment”) is hereby executed as of this ____ day of _____, 202_ (the “Effective Date”), by and between the John Q. Hammons Charitable Trust, dated May 11, 2018 (“Assignor”), and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (“Assignee”).

RECITALS:

A. The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, the Estate of John Q. Hammons, and the Estate of Juanita K. Hammons, collectively as developers (collectively, the “Original Developer”) and Assignee are parties to that certain Amended and Restated Baseball Stadium, Exposition Center and Arena Development Agreement and Trade Center Redevelopment Agreement, dated as of September 1, 2002 (the “Development Agreement”).

B. Pursuant to that certain Assignment and Assumption of Development Agreement, dated as of May 8, 2020, the Original Developer assigned all its right, title, and interest in and to the Development Agreement to Assignor.

C. Assignor now desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Development Agreement.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not otherwise defined shall have the meaning given in the Development Agreement.

2. **Assignment.** As of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Development Agreement, together with the deposits thereunder made or held by Assignor.

3. **Assumption.** As of the Effective Date, Assignee hereby accepts the assignment, transfer and conveyance of the Development Agreement, together with the deposits thereunder made or held by Assignor, and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Development Agreement, whether first arising or accruing before, on or after the Effective Date. Assignor expressly releases Assignee from and against any and all actual or potential liability, damages, losses, judgments, awards, assessments, interest, fines, penalties, costs or expenses, which related to acts, omissions or events

occurring prior to the Effective Date in connection with Assignor's duties and obligations under the Development Agreement. To the maximum extent permitted by applicable law, Assignee shall defend Assignor against all demands, claims, costs, suits, actions or causes of action, and indemnify and hold harmless Assignor from all losses, liabilities, damages, judgments, awards, assessments, interest, fines, penalties, costs or expenses (excluding attorneys' fees) which relate to acts, omissions or events occurring: (i) prior to the Effective Date in connection with Assignor's duties and obligations under the Development Agreement; and (ii) from and after the Effective Date in connection with Assignee's duties and obligations under the Development Agreement.

4. **Governing Law and Jurisdiction.** This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5. **Successors.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Severability.** If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

7. **Entire Agreement.** This Assignment and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

8. **Amendments and Waivers.** This Assignment may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. **Counterparts.** For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

John Q. Hammons Charitable Trust, dated May 11, 2018

By: _____

Name: _____

Title: _____

ASSIGNEE:

City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney or designee

EXHIBIT F

Settlement Agreement (Bankruptcy-Related Matters)

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (this “Agreement”), is entered into as of February __, 2023 (the “Effective Date”), among The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated (“JQH Trust”), the John Q. Hammons Charitable Trust, dated May 11, 2018 (the “Charitable Trust”), JD Holdings, L.L.C., a Connecticut limited liability company (“JDH”), the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and a political subdivision of the state of Missouri (the “City”), and the Springfield Center City Development Corporation, a Missouri public benefit nonprofit corporation (the “SCCDC”) (the above parties are referred to in this Agreement individually as a “Party” and collectively as the “Parties”).

RECITALS

The Parties acknowledge that the following Recitals are true and correct and constitute an integral part of this Agreement:

WHEREAS, on December 1, 2002, the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (the “City”) and the JQH Trust entered into an Amended and Restated Baseball Stadium, Exposition Center and Arena Development Agreement and Trade Center Development Agreement (the “Development Agreement”) for the development of a baseball stadium on the land located at 955 East Trafficway, Springfield, Missouri (the “Hammons Field Real Estate”).

WHEREAS, (i) a portion of the Hammons Field Real Estate is owned in fee simple by the City (the “Hammons Field Owned Real Estate”), and (ii) the remaining portion of the Hammons Field Estate was owned by Public Building Corporation of the City of Springfield, Missouri (the “PBC”) and leased to the City in exchange for payment of rent in the amount of \$1.00 per year (the “Hammons Field Leased Real Estate”).

WHEREAS, on December 1, 2002, the SCCDC and Commerce Bank, N.A., as bond trustee (the “Bank”), entered into a Trust Indenture (the “Trust Indenture”), under which the SCCDC agreed to issue taxable revenue bonds in the principal amount of \$6,130,000.00 and use the revenue from the sale of the bonds to provide a loan to the City in order to finance the construction of Hammons Field (the “2002B Bonds”).

WHEREAS, the SCCDC further agreed to issue taxable revenue bonds in the principal amount of \$5,470,000.00 and use the revenue from the sale of the bonds to provide a loan to the City to refinance a portion of bonds issued by the SCCDC in 2000 (the “2002C Bonds”).

WHEREAS, on December 1, 2002, the SCCDC and the City entered into a Financing Agreement pursuant to which the SCCDC loaned the City the proceeds of the 2002B Bonds and the 2002C Bonds for the purpose set forth in the Trust Indenture (the “City Financing Agreement”).

WHEREAS, on December 1, 2002, the City and the JQH Trust entered into an Amended and Restated Phase 1 Baseball Stadium Ground Lease Agreement (the “Ground Lease”) pursuant to which the City leased the Hammons Field Owned Real Estate and subleased the Hammons Field Leased Real Estate to the JQH Trust.

WHEREAS, prior to the date of this Agreement, the PBC transferred the Hammons Field Leased Real Estate to the City and the City is the owner of the Hammons Field Leased Real Estate as of the Effective Date.

WHEREAS, under the terms of the Ground Lease, the JQH Trust also leased from the City the baseball stadium constructed on the Hammons Field Real Estate which is capable of accommodating a Double-A minor league baseball club and serving as the home field for the Missouri State University (f/k/a Southwest Missouri State University) baseball team, located at 955 E. Trafficway St., Springfield, Missouri (collectively, “Improvements”). The JQH Trust also owned certain furniture, fixtures and equipment and other personal property used in the operation of the Improvements (the “Personal Property”). (The Improvements and Personal Property are referred to collectively as “Hammons Field”).

WHEREAS, the Ground Lease required the JQH Parties to make rent payments to the City in an amount sufficient to make the required payments on the Series 2002B Bonds.

WHEREAS, the Cardinals are a Double-A minor league baseball club (the “Team”) that is an affiliate of the St. Louis Cardinals, a Major League Baseball club.

WHEREAS, the Cardinals and the JQH Trust executed a Ballpark Lease Agreement dated October 7, 2004 as amended by that certain Amendment to Ballpark Lease Agreement dated February 18, 2008 (collectively, the “Cardinals Lease”). The Team has played its home games at Hammons Field under the Cardinals Lease since 2005.

WHEREAS, the JQH Trust and the Board of Governors of Missouri State University, a Missouri public institution of higher education (“MSU”) executed a Second Amended and Restated Ballpark License Agreement, dated as of December 17, 2010, as amended by the First Amendment to Second Amended and Restated Ballpark License Agreement, dated as of January 2, 2017, and as amended by the Amendment to Second Amended and Restated Ballpark License Agreement, dated as of October 25, 2018 (collectively, the “MSU License”) pursuant to which MSU has the limited right to use Hammons Field for its baseball team subject to the terms of the MSU License and the Cardinals Lease.

WHEREAS, on June 26, 2016, the JQH Trust and its seventy-five affiliated companies filed voluntary petitions under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Kansas (the “Bankruptcy Court”) thereby commencing jointly-administered bankruptcy cases captioned *In re John Q. Hammons Fall 2006, LLC, et al.*, Case No. 16-21142-11 (collectively, the “Bankruptcy Cases”).

WHEREAS, on December 22, 2016, the City filed three Proofs of Claim in the Bankruptcy Cases, Claim 463-1 in the amount of \$3,091,924.05, Claim 464-1 in an unliquidated amount, and Claim 465-1 in the amount of \$4,543,437.80 (collectively, as amended from time to time, the “City”).

Claims”) for amounts the City alleged the JQH Trust owed under the Ground Lease and the Development Agreement.

WHEREAS, on December 22, 2016, the SCCDC filed a Proof of Claim in the Bankruptcy Cases, Claim 466-1 in the amount of \$4,320,000.00 (the “SCCDC Claim”) for amounts the SCCDC alleged the JQH Trust owed under the Development Agreement.

WHEREAS, on March 30, 2018, JDH filed its Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the “Plan”). Under the Plan, JDH agreed to, *inter alia*, pay all Allowed Claims (as defined in the Plan) in the Bankruptcy Cases, and create the Charitable Trust and contribute certain Non-Hotel Assets to the Charitable Trust having a value of \$18 million (pursuant to the valuation methodology set forth in the Plan) upon the completion of cooperation provisions set forth in the Plan.

WHEREAS, on April 20, 2018, JDH filed its Notice of Filing of Plans Supplement in Connection With the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the “Plan Supplement”).

WHEREAS, the Plan Supplement provided that the JQH Trust would transfer all of the JQH Trust’s rights, title and interests in Hammons Field to the Charitable Trust with an assignment of the Ground Lease, the Cardinals Lease, the MSU License and the Development Agreement, together with all amendments, modifications or similar documents related to any of the foregoing (collectively, the “Hammons Field Agreements”) and a bill of sale for the Personal Property (such transaction, the “Hammons Field Transfer”).

WHEREAS, the Plan Supplement further provided that, upon the Hammons Field Transfer, the Charitable Trust would exercise an option to purchase the Hammons Field Owned Real Estate and lease (rather than sublease) the Hammons Field Leased Real Estate under Section 12.19 of the Development Agreement (the “Purchase Option”), and then market and sell the Charitable Trust’s interests in Hammons Field and the Hammons Field Agreements to the highest purchaser for cash under the terms and conditions set forth in the Plan Supplement.

WHEREAS, on May 11, 2018, the Court entered its Corrected Order Confirming Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the “Confirmation Order”).

WHEREAS, after entry of the Confirmation Order, on July 19, 2018, JDH paid the Bank the entire amount owing under the 2002B Bonds at which time the 2002B Bonds were paid in full.

WHEREAS, on May 8, 2020, the JQH Trust completed the Hammons Field Transfer pursuant to which the Charitable Trust accepted and agreed to assume and perform all of the JQH Trust’s obligations, liabilities, covenants, duties and agreements under the Hammons Field Agreements.

WHEREAS, several disputes arose among the City, the JQH Trust, the Charitable Trust and JDH regarding the amount owing pursuant to the City Claims and the SCCDC Claim, and the obligations of the parties under the terms and conditions of the Ground Lease, the Development Agreement, and the Plan, including the terms and conditions of the ground lease required to be

granted upon exercise of the Purchase Option and the amount, if any, the JQH Trust must pay to the City to cure the alleged defaults under the Ground Lease (collectively, the “Disputes”).

WHEREAS, pursuant to a Purchase and Sale Agreement dated February __, 2023 (the “Hammons Field PSA”) between the Charitable Trust as seller and the City as purchaser, the Charitable Trust has agreed to sell, assign transfer and convey all of its rights, title and interests in Hammons Field and the Hammons Field Agreements to the City, including, without limitation, all rights and obligations under the Ground Lease, the Cardinals Lease, the MSU License and the Development Agreement, including, without limitation, the Purchase Option.

WHEREAS, pursuant to a Purchase and Sale Agreement dated February __, 2023 (the “Parking Lot PSA”) between JDH or its affiliate, as seller, and the City, as purchaser, JDH or its affiliate has agreed to convey those certain parking facilities described as the “General Parking Facilities” in the Cardinals Lease (collectively, the “Parking Facilities”) to the City.

WHEREAS, the Parties desire to resolve all existing Disputes among the Parties as more fully described in this Agreement, under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

SETTLEMENT AGREEMENT

1. **Sale of Hammons Field.** The Charitable Trust hereby agrees to convey to the City Hammons Field and the Hammons Field Agreements, including, without limitation, the Purchase Option, under the terms and conditions of the Hammons Field PSA.

2. **Withdrawal of City Claims.** Upon closing of the transaction described in the Hammons Field PSA and the other conditions set forth in this Agreement, the City shall withdraw the City Claims in the Bankruptcy Cases. Upon such withdrawal, the City agrees that it shall have no right to any claim, payment, cause of action or other compensation by or through the Bankruptcy Cases, the Plan or the Confirmation Order.

3. **Withdrawal of SCCDC Claim.** Upon closing of the transaction described in the Hammons Field PSA and the other conditions set forth in this Agreement, the SCCDC shall withdraw the SCCDC Claim in the Bankruptcy Cases. Upon such withdrawal, the SCCDC agrees that it shall have no right to any claim, payment, cause of action or other compensation by or through the Bankruptcy Cases, the Plan or the Confirmation Order.

4. **Consent to Assignment of Cardinals Lease.** In connection with the sale of Hammons Field and the transfer of the Hammons Field Agreements, the City shall obtain from the Cardinals a consent to assignment of the Cardinals Lease from the Charitable Trust to the City on terms and conditions acceptable to the City and the Charitable Trust as set forth in the Hammons Field PSA.

5. **Expo Center Agreement.** The City, SCCDC and Atrium Hospitality, LP (“Atrium Hospitality”) are parties to the Exposition Center Operating Agreement, dated September 1, 2002,

as amended, pursuant to which Atrium Hospitality operates the Springfield Expo Center (the “Expo Center”) for the City and SCCDC (the “Expo Center Agreement”). The City, SCCDC and Atrium shall meet as soon as practicable after the Execution Date and negotiate in good faith to address several outstanding matters under the Expo Center Agreement, including capital expenditures required to maintain, repair and improve the Expo Center, reimbursements of payments made for insurance, and reconciliation of certain accounting matters under the Expo Center Agreement. This obligation shall continue until the earlier of (1) the resolution in writing of such outstanding matters to the respective parties’ satisfaction acting reasonably and in good faith, or (2) the expiration of the term of the Expo Center Agreement.

6. Mutual Release.

(a) Subject to Section 8(b) and (c) of this Agreement, as of the Closing Date (as defined in the Hammons Field PSA) to the maximum extent permitted under applicable law, each of the Parties, for themselves and on behalf of each of their respective affiliates and related persons and entities, and each of their respective shareholders, partners, members, trustees, beneficiaries, directors, managers, employees, agents and representatives, and the predecessors, successors, assigns, heirs and devisees of each of the foregoing persons and entities (each, a “Releasing Party”), hereby unconditionally, irrevocably and forever releases all other Parties and each of their respective affiliates and related persons and entities, and each of their respective shareholders, partners, members, trustees, beneficiaries, directors, managers, employees, agents and representatives, and the predecessors, successors, assigns, heirs and devisees of each of the foregoing persons and entities (collectively, the “Released Parties”), from any claims, demands, causes of action, lawsuits or other legal actions or proceedings against the Released Parties, and all liabilities, damages, losses, costs and expenses that any Releasing Party incurs, whether before, on or after the date of this Agreement, that arise in, under, from or are related to Hammons Field, the Ground Lease, the Development Agreement, the City Claims, the SCCDC Claim, the Plan, the Confirmation Order, the Guaranty Agreement by and among the JQH Trust and certain of its affiliates, the City and Commerce Bank dated as of December 1, 2002, the Collateral Agent Agreement by and between the JQH Trust and certain of its affiliates, the City, the SCCDC and Commerce Bank dated as of December 1, 2022, and all matters related to any of the foregoing, from the beginning of time to and including the date of this Agreement.

(b) Notwithstanding the foregoing, nothing in this Agreement shall be deemed a release, waiver or modification of any claims, demands, causes of action, lawsuit or other legal action or proceeding among the JQH Trust, the Charitable Trust, and JDH with respect to the Plan, the Confirmation Order or any matters relating thereto.

(c) Notwithstanding the foregoing, nothing in this Agreement shall be deemed a release, waiver or modifications of any Parties’ rights to enforce this Agreement or the Hammons Field PSA.

7. Representations and Acknowledgements.

(a) Representations by Parties. Each Party represents and warrants to the other Parties that: (i) such Party has the power, right and authority to execute and perform this Agreement; (ii) with respect to the claims being released and rights being waived by a Party

pursuant to this Agreement, such Party is the rightful holder of such claims and rights and has not assigned any such claims or rights to any other person or entity that is not a Releasing Party; (iii) the undersigned person is duly authorized to execute this Agreement on its behalf; (iv) upon execution by all the Parties, this Agreement will be a valid, binding and enforceable agreement of such Party (subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity); (v) that no other person or entity is required to approve or consent to such execution or performance by such Party, and (vi) that such execution and performance does not violate, conflict with, or constitute a default under any governing document, agreement, law, court ruling or other legal requirement to which such Party is subject or by which it is bound.

(b) **No Reliance on Representations.** Except for the specific representations and warranties set forth in this Agreement, no Party makes any representation, warranty, guarantee or assurance of any kind or nature, express or implied, in regards to this Agreement, including as to the accuracy or completeness of any documents, materials or information provided or communications made to the other Parties in connection with the negotiation, execution, and delivery of this Agreement, and no Party shall have any liability resulting from any errors or omissions in any such documents, materials or information. Each Party is represented by counsel, has made its own independent investigation of the merits of entering into this Agreement, and, except for the specific representations and warranties set forth in this Agreement, no Party is relying on any representation, warranty, guaranty or other assurance made by the other Parties with respect to this Agreement.

(c) **Acknowledgments.** Each Party acknowledges that (i) such Party has made its own independent investigation and is fully and completely informed of the facts relating to the subject matter of this Agreement and of the rights and obligations of each of the other Parties; (ii) such Party has executed this Agreement voluntarily, after having given careful consideration to the making of this Agreement; (iii) such Party has carefully read the entire Agreement; (iv) such Party has discussed the provisions of this Agreement with an attorney of its choice and executed it in reliance upon its own judgment and the advice of counsel; and (v) such Party has determined that it is in its own best interests to enter into this Agreement and settle the Disputes on the terms and conditions set forth herein.

8. **Non-Disparagement.** Each Party (i) shall not make any disparaging or negative statements about any of the other Released Parties to any other person or entity with respect to any matters arising from, relating to or in connection with Hammons Field, the Parking Facilities, the Disputes, the City Claims, the SCCDC Claims, the transactions under the Hammons Field PSA or Parking Lot PSA or this Agreement, (ii) shall not authorize anyone to make any such disparaging or negative statements about any of the other Released Parties to any other person or entity, and (iii) shall instruct its employees that they must not make any such disparaging or negative statements about any of the other Released Parties to any other person or entity.

9. **Bankruptcy Court Approval.** Upon execution of this Agreement by all Parties, the JQH Trust shall file a motion under Federal Rule of Bankruptcy Procedure 9019 in the Bankruptcy Cases seeking approval of the Hammons Field PSA and this Agreement by the Bankruptcy Court. The Parties acknowledge and agree that this Agreement shall not be effective until the first day following approval of both the Hammons Field PSA and this Agreement by a

final order of the Bankruptcy Court that is not the subject of a timely appeal (the “Final Bankruptcy Court Approval”). The Parties further acknowledge and agree that they will not object to or interfere in any way with the Bankruptcy Court’s approval of the Hammons Field PSA or this Agreement. The Parties further acknowledge and agree that, in the event that the Bankruptcy Court denies approval of the Hammons Field PSA or this Agreement by a final order that is not the subject of a timely appeal, any Party may, at its option, terminate this Agreement upon ten (10) days written notice to all other Parties.

10. **Rules of Interpretation.** The following rules shall apply to the interpretation of this Agreement:

(a) **Headings.** The headings in this Agreement are solely for convenience of reference and shall not affect its meaning, interpretation or effect.

(b) **Certain Words and Phrases.** Unless otherwise expressly stated in this Agreement, the following words and phrases shall be interpreted as follows: (i) all words shall be deemed to include any number or gender as the context implies; (ii) the words “include,” “includes,” “including” shall be construed as if followed by the phrase “without limitation”; (iii) the words “hereof,” “hereto” and “herein” refer to this Agreement and are not limited to the provision in which such words are used; (iv) the word “may” shall be construed as meaning “shall have the right but not the obligation to”; (v) all dollar amounts are stated in U.S. Dollars; (vi) all references to a period of days shall be counted by excluding the first day and including the last day, unless the last day is not a business day, in which case the last day shall be the next business day; and (vii) all references to any recital, article, section, exhibit or schedule are to the recitals, articles, sections, schedule or exhibits of this Agreement.

(c) **References to Persons and Entities.** Unless otherwise expressly stated in this Agreement, the following words shall have the following meaning:

(i) The term “Person” means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

(ii) The term “Governmental Authority” means any federal, state or local government or other political subdivision thereof, including, any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

11. **Drafting.** Each Party acknowledges that such Party and its legal counsel have reviewed this Agreement and agrees that any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement shall not apply to the construction and interpretation of this Agreement.

12. **Governing Law.** This Agreement and any interpretation of this Agreement shall be governed by the laws of the State of Missouri without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the State of Missouri or of any other jurisdiction) that would cause the application of the laws of any jurisdiction except the State of Missouri.

13. **Jurisdiction and Venue.** Any suit involving a matter arising under this Agreement may be brought only in the United States Bankruptcy Court for the District of Kansas. All Parties consent to the exercise of personal jurisdiction of any such court with respect to any such proceedings.

14. **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective predecessors, successors and assigns. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective predecessors, successors and assigns, and, for the purposes of Section 8 of this Agreement, the Released Parties.

15. **Entire Agreement.** This Agreement (including the recitals to this Agreement which are incorporated herein) sets forth the entire understanding and agreement of the Parties hereto, and supersedes any other agreements and understandings (written or oral) among or between any of the Parties on or before the Effective Date with respect to the matters described in this Agreement.

16. **Amendments.** No amendment or modification to any terms of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement, shall be valid unless in writing and executed and delivered by each of the Parties hereto.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page. Delivery of a signed counterpart of this Agreement by fax PDF or other electronic transmission shall constitute deliver of an original counterparty for all purposes.

[END OF TEXT – CONTINUED ON NEXT PAGE]

Each Party has caused this Agreement to be executed and delivered in their names by a duly authorized officer or representative of each Party.

THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED JOHN Q. HAMMONS CHARITABLE TRUST, DATED MAY 11, 2018

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

JD HOLDINGS, L.L.C., a Connecticut limited liability company CITY OF SPRINGFIELD, MISSOURI

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

SPRINGFIELD CITY CENTER DEVELOPMENT CORPORATION Approved as to form:

By: _____ By: _____
Name: _____ Name: _____
Title: _____ City Attorney or designee

EXHIBIT G

Settlement Agreement (Cardinals-Related Matters)

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (this “Agreement”), is entered into as of February __, 2023, among The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated (the “JQH Trust”), the John Q. Hammons Charitable Trust, dated May 11, 2018 (the “Charitable Trust”), JD Holdings, L.L.C., a Connecticut limited liability company (“JDH”), and the Springfield Cardinals, LLC, a Missouri limited liability company (the “Cardinals”) (the above parties are referred to in this Agreement individually as a “Party” and collectively as the “Parties”).

RECITALS

The Parties acknowledge that the following Recitals are true and correct and constitute an integral part of this Agreement:

WHEREAS, on December 1, 2002, the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (the “City”) and the JQH Trust entered into an Amended and Restated Baseball Stadium, Exposition Center and Arena Development Agreement and Trade Center Development Agreement (the “Development Agreement”) for the development of various improvements, including a baseball stadium on the land located at 955 East Trafficway, Springfield, Missouri (the “Hammons Field Real Estate”).

WHEREAS, (i) a portion of the Hammons Field Real Estate is owned in fee simple by the City (the “Hammons Field Owned Real Estate”), and (ii) the remaining portion of the Hammons Field Estate was owned by Public Building Corporation of the City of Springfield, Missouri (the “PBC”) and leased to the City in exchange for payment of rent in the amount of \$1.00 per year (the “Hammons Field Leased Real Estate”).

WHEREAS, on December 1, 2002, the City and the JQH Trust entered into an Amended and Restated Phase 1 Baseball Stadium Ground Lease Agreement (the “Ground Lease”) pursuant to which the City leased the Hammons Field Owned Real Estate and subleased the Hammons Field Leased Real Estate to the JQH Trust.

WHEREAS, prior to the date of this Agreement, the PBC transferred the Hammons Field Leased Real Estate to the City and the City is the owner of the Hammons Field Leased Real Estate as of the Effective Date.

WHEREAS, under the terms of the Ground Lease, the JQH Trust also leased from the City the baseball stadium constructed on the Hammons Field Real Estate which is capable of accommodating a Double-A minor league baseball club and serving as the home field for the Missouri State University (f/k/a Southwest Missouri State University) baseball team, located at 955 E. Trafficway St., Springfield, Missouri (collectively, “Improvements”). The JQH Trust also

owned certain furniture, fixtures and equipment and other personal property used in the operation of the Improvements (the “Personal Property”). (The Improvements and Personal Property are referred to collectively as “Hammons Field”).

WHEREAS, the Cardinals are a Double-A minor league baseball club (the “Team”) that is an affiliate of the St. Louis Cardinals, a Major League Baseball club.

WHEREAS, the Cardinals and the JQH Trust executed a Ballpark Lease Agreement dated October 7, 2004 as amended by that certain Amendment to Ballpark Lease Agreement dated February 18, 2008 (collectively, the “Cardinals Lease”). The Team has played its home games at Hammons Field under the Cardinals Lease since 2005.

WHEREAS, the JQH Trust and the Board of Governors of Missouri State University, a Missouri public institution of higher education (“MSU”) executed a Second Amended and Restated Ballpark License Agreement, dated as of December 17, 2010, as amended by the First Amendment to Second Amended and Restated Ballpark License Agreement, dated as of January 2, 2017, and as amended by the Amendment to Second Amended and Restated Ballpark License Agreement, dated as of October 25, 2018 (collectively, the “MSU License”) pursuant to which MSU has the limited right to use Hammons Field for its baseball team subject to the terms of the MSU License and the Cardinals Lease.

WHEREAS, on June 26, 2016, the JQH Trust and its seventy-five affiliated companies filed voluntary petitions under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Kansas (the “Bankruptcy Court”) thereby commencing jointly-administered bankruptcy cases captioned *In re John Q. Hammons Fall 2006, LLC, et al.*, Case No. 16-21142-11 (collectively, the “Bankruptcy Cases”).

WHEREAS, on March 30, 2018, JDH filed its Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the “Plan”). Under the Plan, JDH agreed to, *inter alia*, pay all Allowed Claims (as defined in the Plan) in the Bankruptcy Cases, and create the Charitable Trust and contribute certain Non-Hotel Assets to the Charitable Trust having a value of \$18 million (pursuant to the valuation methodology set forth in the Plan) upon the completion of cooperation provisions set forth in the Plan.

WHEREAS, on April 20, 2018, JDH filed its Notice of Filing of Plans Supplement in Connection With the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the “Plan Supplement”).

WHEREAS, the Plan Supplement provided that the JQH Trust would transfer all of the JQH Trust’s rights, title and interests in Hammons Field to the Charitable Trust, with an assignment of the Ground Lease, the Cardinals Lease, the MSU License and the Development Agreement, together with all amendments, modifications or similar documents related to any of the foregoing (collectively, the “Hammons Field Agreements”) and a bill of sale for the Personal Property (such transaction, the “Hammons Field Transfer”).

WHEREAS, the Plan Supplement further provided that, upon the Hammons Field Transfer, the Charitable Trust would exercise an option to purchase the Hammons Field Owned Real Estate and lease (rather than sublease) the Hammons Field Leased Real Estate under Section 12.19 of the

Development Agreement (the “Purchase Option”), and then market and sell the Charitable Trust’s interests in Hammons Field and the Hammons Field Agreements to the highest purchaser for cash under the terms and conditions set forth in the Plan Supplement.

WHEREAS, on May 11, 2018, the Court entered its Corrected Order Confirming Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the “Confirmation Order”).

WHEREAS, several disputes arose among the Parties under the terms of the Cardinals Lease, including whether certain changes to Hammons Field requested by the Cardinals must be paid by the JQH Trust or the Cardinals and whether the Cardinals paid to the JQH Trust all amounts owing under the terms of the Cardinals Lease (collectively, the “Disputes”).

WHEREAS, on February 20, 2020, the Cardinals commenced an action against the trustees of the JQH Trust and against JDH in the Circuit Court of Greene County, Missouri (the “State Court”), case number 2031-CC00229 (the “State Court Action”) asserting several claims under the terms of the Cardinals Lease.

WHEREAS, on May 8, 2020, the JQH Trust completed the Hammons Field Transfer pursuant to which the Charitable Trust accepted and agreed to assume and perform all of the JQH Trust’s obligations, liabilities, covenants, duties and agreements under the Hammons Field Agreements.

WHEREAS, on May 15, 2020, the JQH Trust and JDH filed their Answer and Counterclaims against the Cardinals in the State Court Action, asserting several claims under the terms of the Cardinals Lease.

WHEREAS, on October 8, 2020, the Cardinals filed an Amended Petition against the trustees of the JQH Trust, JDH and the Charitable Trust in the State Court Action.

WHEREAS, on April 6, 2021, the JQH Trust, JDH and the Charitable Trust filed their Amended Answers and Counterclaims against the Cardinals in the State Court Action.

WHEREAS, pursuant to a Purchase and Sale Agreement dated February __, 2023 (the “Hammons Field PSA”) between the Charitable Trust as seller and the City as purchaser, the Charitable Trust has agreed to sell, assign transfer and convey all of its rights, title and interests in Hammons Field and the Hammons Field Agreements to the City, including, without limitation, all rights and obligations under the Ground Lease, the Cardinals Lease, the MSU License and the Development Agreement, including, without limitation, the Purchase Option.

WHEREAS, pursuant to a Purchase and Sale Agreement dated February __, 2023 (the “Parking Lot PSA”) between JDH or its affiliate, as seller, and the City, as purchaser, JDH or its affiliate has agreed to convey those certain parking facilities described as the “General Parking Facilities” in the Cardinals Lease (collectively, the “Parking Facilities”) to the City.

WHEREAS, the Cardinals have agreed to consent to the assignment of the Cardinals Lease from the Charitable Trust to the City, under the terms and conditions set forth in this Agreement and other agreements the Cardinals have reached with the City.

WHEREAS, the Parties desire to resolve all existing claims and disputes among the Parties including, without limitation, the Disputes and the State Court Action, under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

SETTLEMENT AGREEMENT

1. **Closing of Hammons Field Transfer.** As soon as reasonably practicable after the Final Bankruptcy Court Approval (as defined in Section 7 of this Agreement), the Charitable Trust and the City shall complete the transfer of Hammons Field and the Hammons Field Agreements from the Charitable Trust to the City under the terms and conditions of the Hammons Field PSA (the “Closing”). The Parties acknowledge and agree that, notwithstanding anything to the contrary herein, the provisions of this Agreement, including, without limitation, the Consent, Dismissal and releases described herein, are contingent upon the Closing and, in the event that the Closing does not occur, the Consent, Dismissal and releases described in this Agreement shall be deemed void, of no force and effect, and in no way binding on the Parties.

2. **Consent to Assignment of Cardinals Lease.** No later than two (2) business days after the Final Bankruptcy Court Approval (as defined in Section 7 of this Agreement) (the “Effective Date”), the Cardinals shall execute a Consent to Assignment of Cardinals Lease, consenting to the assignment of the Cardinals Lease from the Charitable Trust to the City in the form attached as Exhibit A hereto (the “Consent”). The Cardinals will cause the Consent to be delivered to First American Title Insurance Company with instructions to hold the Consent in escrow to be released at the Closing.

3. **Dismissal of State Action.** No later than two (2) business days after the Closing, the Parties shall cause their respective counsel to execute a Notice of Voluntary Dismissal With Prejudice in the form attached as Exhibit B hereto (the “Dismissal”). The Dismissal shall dismiss with prejudice against re-filing all claims, counterclaims, affirmative defenses and other causes of action asserted by the Parties in the State Court Action. No later than five (5) business after the execution of the Dismissal, counsel for the Parties shall jointly file the Dismissal in the State Court Action.

4. **Mutual Release.**

(a) Subject to Sections 4(b), (c) and (d) of this Agreement, effective as of the Closing, to the maximum extent permitted under applicable law, each of the Parties, for themselves and on behalf of each of their respective affiliates and related persons and entities, and each of their respective shareholders, partners, members, trustees, beneficiaries, directors, managers, employees, agents and representatives, and the predecessors, successors, assigns, heirs and devisees of each of the foregoing persons and entities (each, a “Releasing Party”), hereby unconditionally, irrevocably and forever releases all other Parties and each of their respective affiliates and related persons and entities, and each of their respective shareholders, partners, members, trustees, beneficiaries, directors, managers, employees, agents and representatives, and

the predecessors, successors, assigns, heirs and devisees of each of the foregoing persons and entities (collectively, the “Released Parties”), from any claims, demands, causes of action, lawsuits or other legal actions or proceedings against the Released Parties, and all liabilities, damages, losses, attorneys’ fees, costs and expenses that any Releasing Party incurs, whether before, on or after the date of this Agreement, arising from, relating to or in connection with Hammons Field, the Ground Lease, the Development Agreement, the Cardinals Lease, the Disputes, the State Court Action, the Plan or the Confirmation Order, and all matters related to any of the foregoing, from the beginning of time to and including the Closing.

(b) Notwithstanding the foregoing, nothing in this Agreement shall be deemed a release, waiver or modification of any claims, demands, causes of action, lawsuit or other legal action or proceeding among the JQH Trust, the Charitable Trust, and JDH with respect to the Plan, the Confirmation Order or any matters relating thereto.

(c) Notwithstanding the foregoing, nothing in this Agreement shall be deemed a release or waiver of the Cardinals’ rights or claims against the City under the Cardinals Lease arising from any act or omission on or after the Closing.

(d) Notwithstanding the foregoing, nothing in this Agreement shall be deemed a release, waiver or modification of any Parties’ rights to enforce this Agreement.

5. Representations and Acknowledgements.

(a) Representations by Parties. Each Party represents and warrants to the other Parties that: (i) such Party has the power, right and authority to execute and perform this Agreement; (ii) with respect to the claims being released and rights being waived by a Party pursuant to this Agreement, such Party is the rightful holder of such claims and rights and has not assigned any such claims or rights to any other person or entity that is not a Releasing Party; (iii) the undersigned person is duly authorized to execute this Agreement on its behalf; (iv) upon execution by all the Parties, this Agreement will be a valid, binding and enforceable agreement of such Party (subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors’ rights and general principles of equity); (v) that no other person or entity is required to approve or consent to such execution or performance by such Party, and (vi) that such execution and performance does not violate, conflict with, or constitute a default under any governing document, agreement, law, court ruling or other legal requirement to which such Party is subject or by which it is bound.

(b) No Reliance on Representations. Except for the specific representations and warranties set forth in this Agreement, no Party makes any representation, warranty, guarantee or assurance of any kind or nature, express or implied, in regards to this Agreement, including as to the accuracy or completeness of any documents, materials or information provided or communications made to the other Parties in connection with the negotiation, execution, and delivery of this Agreement, and no Party shall have any liability resulting from any errors or omissions in any such documents, materials or information. Each Party is represented by counsel, has made its own independent investigation of the merits of entering into this Agreement, and, except for the specific representations and warranties set forth in this Agreement, no Party is

relying on any representation, warranty, guaranty or other assurance made by the other Parties with respect to this Agreement.

(c) **Acknowledgments.** Each Party acknowledges that (i) such Party has made its own independent investigation and is fully and completely informed of the facts relating to the subject matter of this Agreement and of the rights and obligations of each of the other Parties; (ii) such Party has executed this Agreement voluntarily, after having given careful consideration to the making of this Agreement; (iii) such Party has carefully read the entire Agreement; (iv) such Party has discussed the provisions of this Agreement with an attorney of its choice and executed it in reliance upon its own judgment and the advice of counsel; and (v) such Party has determined that it is in its own best interests to enter into this Agreement and settle the Disputes on the terms and conditions set forth herein.

6. **Non-Disparagement.** Each Party (i) shall not make any disparaging statements about any of the other Released Parties to any other person or entity with respect to any matters arising from, relating to or in connection with Hammons Field, the Parking Facilities, the Cardinals Lease, the Disputes, the State Court Action, the transactions under the Hammons Field PSA or Parking Lot PSA or this Agreement, (ii) shall not authorize anyone to make any such disparaging statements about any of the other Released Parties to any other person or entity, and (iii) shall instruct its employees and trustees that they must not make any such disparaging statements about any of the other Released Parties to any other person or entity.

7. **Bankruptcy Court Approval.** Upon execution of this Agreement by all Parties, the JQH Trust shall file a motion under Federal Rule of Bankruptcy Procedure 9019 in the Bankruptcy Cases seeking approval of the Hammons Field PSA and this Agreement by the Bankruptcy Court. The Parties acknowledge and agree that this Agreement shall not be effective until the first day following approval of both the Hammons Field PSA and this Agreement by a final order of the Bankruptcy Court that is not the subject of a timely appeal (the “**Final Bankruptcy Court Approval**”). The Parties further acknowledge and agree that they will not object to or interfere in any way with the Bankruptcy Court’s approval of the Hammons Field PSA or this Agreement. The Parties further acknowledge and agree that, in the event that the Bankruptcy Court denies approval of the Hammons Field PSA or this Agreement by a final order that is not the subject of a timely appeal, any Party may, at its option, terminate this Agreement upon ten (10) days written notice to all other Parties.

8. **Rules of Interpretation.** The following rules shall apply to the interpretation of this Agreement:

(a) **Headings.** The headings in this Agreement are solely for convenience of reference and shall not affect its meaning, interpretation or effect.

(b) **Certain Words and Phrases.** Unless otherwise expressly stated in this Agreement, the following words and phrases shall be interpreted as follows: (i) all words shall be deemed to include any number or gender as the context implies; (ii) the words “include,” “includes,” “including” shall be construed as if followed by the phrase “without limitation”; (iii) the words “hereof,” “hereto” and “herein” refer to this Agreement and are not limited to the provision in which such words are used; (iv) the word “may” shall be construed as meaning “shall

have the right but not the obligation to”; (v) all dollar amounts are stated in U.S. Dollars; (vi) all references to a period of days shall be counted by excluding the first day and including the last day, unless the last day is not a business day, in which case the last day shall be the next business day; and (vii) all references to any recital, article, section or exhibit are to the recitals, articles, sections or exhibits of this Agreement.

9. **Drafting.** Each Party acknowledges that such Party and its legal counsel have reviewed this Agreement and agrees that any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement shall not apply to the construction and interpretation of this Agreement.

10. **Governing Law.** This Agreement and any interpretation of this Agreement shall be governed by the laws of the State of Missouri without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the State of Missouri or of any other jurisdiction) that would cause the application of the laws of any jurisdiction except the State of Missouri.

11. **Jurisdiction and Venue.** Any suit involving a matter arising under this Agreement may be brought only in the United States Bankruptcy Court for the District of Kansas. All Parties consent to the exercise of personal jurisdiction of any such court with respect to any such proceedings.

12. **Attorneys’ Fees and Expenses.** Each Party shall pay its own legal fees and expenses relating to the Disputes, the State Court Action and this Agreement. Notwithstanding the foregoing, if either Party commences any lawsuit or other legal proceeding to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover from the losing Party all reasonable fees, including, attorney fees, costs and expenses, incurred by the prevailing Party in connection with such proceedings.

13. **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective predecessors, successors and assigns. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective predecessors, successors and assigns, and, for the purposes of Section 4 of this Agreement, the Released Parties.

14. **Entire Agreement.** This Agreement (including the recitals to this Agreement which are incorporated herein) sets forth the entire understanding and agreement of the Parties hereto, and supersedes any other agreements and understandings (written or oral) among or between any of the Parties on or before the Effective Date with respect to the matters described in this Agreement.

15. **Amendments.** No amendment or modification to any terms of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement, shall be valid unless in writing and executed and delivered by each of the Parties hereto.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page. Delivery

of a signed counterpart of this Agreement by fax PDF or other electronic transmission shall constitute deliver of an original counterparty for all purposes.

[END OF TEXT – CONTINUED ON NEXT PAGE]

Each Party has caused this Agreement to be executed and delivered in their names by a duly authorized officer or representative of each Party.

THE REVOCABLE TRUST OF JOHN Q. HAMMONS CHARITABLE
HAMMONS, DATED DECEMBER 28, 1989, TRUST, DATED MAY 11, 2018
AS AMENDED AND RESTATED

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

JD HOLDINGS, L.L.C., a Connecticut limited liability company	SPRINGFIELD CARDINALS, LLC, a Missouri limited liability company
--	--

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

(Ballpark Lease)

THIS CONSENT TO ASSIGNMENT OF LEASE AGREEMENT (this “Consent”) is hereby executed as of this ____ day of _____, 2023 (the “Effective Date”) by the Springfield Cardinals, LLC, a Missouri limited liability company (“Springfield Cardinals”).

RECITALS:

A. The John Q. Hammons Charitable Trust, dated May 11, 2018 (the “Charitable Trust”) is the current landlord under that certain Ballpark Lease Agreement, dated as of October 7, 2004, as amended by that certain Amendment to Ballpark Lease Agreement, dated as of February 18, 2008, with the Springfield Cardinals as tenant (collectively, the “Lease”), pertaining to certain premises located at 955 E. Trafficway Street, Springfield, Missouri, and commonly known as “Hammons Field.”

B. The Charitable Trust intends to assign to the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (the “City of Springfield”) all of the Charitable Trust’s right, title and interest in and to the Lease, and the City of Springfield intends to accept the Lease and assume all rights and obligations under the Lease, pursuant to that certain Assignment and Assumption of Lease, dated as of _____, 2023 (the “Assignment”).

C. The Springfield Cardinals have agreed to consent to the execution and delivery of the Assignment pursuant to the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Springfield Cardinals hereby (i) acknowledges that the Springfield Cardinals has reviewed and approves the terms and conditions of the Assignment, and (ii) consents to the execution and delivery of the Assignment between the Charitable Trust and the City.

EXECUTED as of the date and year above written.

SPRINGFIELD CARDINALS:

Springfield Cardinals, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

ASSIGNMENT AND ASSUMPTION OF LEASE

(BALLPARK LEASE)

This Assignment and Assumption of Lease (this “Assignment”) is hereby executed as of this ____ day of _____, 2023 (the “Effective Date”), by and between the John Q. Hammons Charitable Trust, dated May 11, 2018 (“Assignor”), and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (“Assignee”).

RECITALS:

A. The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, as landlord (the “Revocable Trust”), and the Springfield Cardinals, LLC, a Missouri limited liability company, as tenant (the “Springfield Cardinals”) are parties to that certain Ballpark Lease Agreement, dated as of October 7, 2004, as amended by that certain Amendment to Ballpark Lease Agreement, dated as of February 18, 2008, between the Revocable Trust and the Springfield Cardinals (collectively, the “Lease”).

B. Pursuant to that certain Assignment and Assumption of Ballpark Lease Agreement dated on or about May 8, 2020, the Revocable Trust assigned its right, title and interest in and to the Lease to Assignor.

C. Assignor now desires to assign, transfer and convey to Assignee all of Assignor’s right, title and interest in and to the Lease.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not otherwise defined shall have the meaning given in the Lease.

2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Lease, together with the deposits thereunder made or held by Assignor.

3. **Assumption.** Assignee hereby accepts the assignment, transfer and conveyance of the Lease, together with the deposits thereunder made or held by Assignor, and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Lease, whether first arising or accruing before, on or after the Effective Date. Assignor expressly releases Assignee from and against any and all potential liability, damages, losses, demands, judgments, awards, assessments, interest, fines, penalties, costs or expenses which relate to acts, omissions or events occurring prior to the Effective Date in connection with Assignor’s duties and obligations under the Lease. To the maximum extent permitted by applicable law, Assignee shall defend Assignor from and against all demands, claims, costs, suits, actions or causes of action, and indemnify and hold harmless Assignor from and against all losses, liabilities, damages, judgments, awards, assessments, interest, fines, penalties, costs or expenses (including,

[Consent to Assignment of Lease Agreement]

without limitation, reasonable attorneys' fees) which relate to acts, omissions or events occurring: (i) prior to the Effective Date in connection with Assignor's duties and obligations under the Lease; and (ii) from and after the Effective Date in connection with Assignee's duties and obligations under the Lease.

4. **Governing Law and Jurisdiction.** This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5. **Successors.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Severability.** If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

6. **Entire Agreement.** This Assignment and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

8. **Amendments and Waivers.** This Assignment may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. **Counterparts.** For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

John Q. Hammons Charitable Trust, dated May 11, 2018

By: _____

Name: _____

Title: _____

ASSIGNEE:

City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney or designee

EXHIBIT B

IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI

SPRINGFIELD CARDINALS, LLC,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	
	)	
v.	)	Case No. 2031-CC00229
	)	
JACQUELINE DOWDY, as	)	
Co-Successor Trustee of the	)	
REVOCABLE TRUST OF JOHN Q.	)	
HAMMONS dated December 28, 1989,	)	
as amended and restated, et al.,	)	
	)	
Defendants/Counterclaim Plaintiffs.	)	

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff/Counterclaim Defendant Springfield Cardinals, LLC and Defendants/Counterclaim Plaintiffs Jacqueline Dowdy and Gregory Groves, as Co-Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989, as amended and restated, JD Holdings, L.L.C., and John Casale, as Trustee of the John Q. Hammons Charitable Trust, and hereby dismiss with prejudice all claims, counterclaims, affirmative defenses and other causes of action set forth in the parties' Petition, First Amended Petition, Answer to First Amended Petition, Counterclaims, Amended Counterclaims, and Reply and Affirmative Defenses to the Counterclaims and Amended Counterclaims, with the parties to bear their own costs, expenses, and attorneys' fees.

EXHIBIT H

Assignment and Assumption of Lease Agreement – Springfield Cardinals

ASSIGNMENT AND ASSUMPTION OF LEASE

(BALLPARK LEASE)

This Assignment and Assumption of Lease (this “Assignment”) is hereby executed as of this ____ day of _____, 202_ (the “Effective Date”), by and between the John Q. Hammons Charitable Trust, dated May 11, 2018 (“Assignor”), and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (“Assignee”).

RECITALS:

D. The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, as landlord (the “Revocable Trust”), and the Springfield Cardinals, LLC, a Missouri limited liability company, as tenant (the “Springfield Cardinals”) are parties to that certain Ballpark Lease Agreement, dated as of October 7, 2004, as amended by that certain Amendment to Ballpark Lease Agreement, dated as of February 18, 2008, between the Revocable Trust and the Springfield Cardinals (collectively, the “Lease”).

E. Pursuant to that certain Assignment and Assumption of Ballpark Lease Agreement dated on or about May 8, 2020, the Revocable Trust assigned its right, title and interest in and to the Lease to Assignor.

F. Assignor now desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Lease.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not otherwise defined shall have the meaning given in the Lease.

2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease, together with the deposits thereunder made or held by Assignor.

3. **Assumption.** Assignee hereby accepts the assignment, transfer and conveyance of the Lease, together with the deposits thereunder made or held by Assignor, and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Lease, whether first arising or accruing before, on or after the Effective Date. Assignor expressly releases Assignee from and against any and all potential liability, damages, losses, demands, judgments, awards, assessments, interest, fines, penalties, costs or expenses which relate to acts, omissions or events occurring prior to the Effective Date in connection with Assignor's

duties and obligations under the Lease. To the maximum extent permitted by applicable law, Assignee shall defend Assignor from and against all demands, claims, costs, suits, actions or causes of action, and indemnify and hold harmless Assignor from and against all losses, liabilities, damages, judgments, awards, assessments, interest, fines, penalties, costs or expenses (excluding attorneys' fees) which relate to acts, omissions or events occurring: (i) prior to the Effective Date in connection with Assignor's duties and obligations under the Lease; and (ii) from and after the Effective Date in connection with Assignee's duties and obligations under the Lease.

4. **Governing Law and Jurisdiction.** This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5. **Successors.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Severability.** If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

6. **Entire Agreement.** This Assignment and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

8. **Amendments and Waivers.** This Assignment may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. **Counterparts.** For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

John Q. Hammons Charitable Trust, dated May 11, 2018

By: _____

Name: _____

Title: _____

ASSIGNEE:

City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney or designee

EXHIBIT I

Consent to Assignment of Lease Agreement – Springfield Cardinals

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

(Ballpark Lease)

THIS CONSENT TO ASSIGNMENT OF LEASE AGREEMENT (this “Consent”) is hereby executed as of this ____ day of _____, 202_ (the “Effective Date”) by the Springfield Cardinals, LLC, a Missouri limited liability company (“Springfield Cardinals”).

RECITALS:

A. The John Q. Hammons Charitable Trust, dated May 11, 2018 (the “Charitable Trust”) is the current landlord under that certain Ballpark Lease Agreement, dated as of October 7, 2004, as amended by that certain Amendment to Ballpark Lease Agreement, dated as of February 18, 2008, with the Springfield Cardinals as tenant (collectively, the “Lease”), pertaining to certain premises located at 955 E. Trafficway Street, Springfield, Missouri, and commonly known as “Hammons Field.”

B. The Charitable Trust now desires to transfer and assign to the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (the “City of Springfield”) all of the Charitable Trust's right, title and interest in and to the Lease pursuant to that certain Assignment and Assumption of Lease, dated as of _____, 202_. (the “Assignment”), a copy of which is attached hereto.

C. The Springfield Cardinals have agreed to consent to the execution and delivery of the Assignment pursuant to the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Springfield Cardinals hereby (i) acknowledges that the Springfield Cardinals has reviewed and approves the terms and conditions of the Assignment, and (ii) consents to the execution and delivery of the Assignment between the Charitable Trust and the City.

EXECUTED as of the date and year above written.

SPRINGFIELD CARDINALS:

Springfield Cardinals, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT J

Assignment of License Agreement – Missouri State University

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

(MSU LICENSE)

This Assignment and Assumption of License Agreement (this “Assignment”) is hereby executed as of this ____ day of _____, 202_ (the “Effective Date”), by and between The John Q. Hammons Charitable Trust, dated May 11, 2018 (“Assignor”) and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (“Assignee”).

RECITALS:

A. The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated (the “Revocable Trust”) and the Board of Governors of Missouri State University, a Missouri public institution of higher education (“MSU”) are parties to that certain Second Amended and Restated Ballpark License Agreement, dated as of December 17, 2010, as amended by the First Amendment to Second Amended and Restated Ballpark License Agreement, dated as of January 2, 2017, and as amended by the Amendment to Second Amended and Restated Ballpark License Agreement, dated as of October 25, 2018 (collectively, the “MSU License”).

B. Pursuant to that certain Assignment and Assumption of License Agreement dated May 8, 2020, the Revocable Trust assigned its right, title and interest in and to the MSU License to Assignor.

C. Assignor now desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the MSU License.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not otherwise defined shall have the meaning given in the MSU License.

2. **Assignment.** As of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the MSU License, together with the deposits thereunder made or held by Assignor.

3. **Assumption.** As of the Effective Date, Assignee hereby accepts the assignment, transfer and conveyance of the MSU License, together with the deposits thereunder made or held by Assignor, and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the MSU License, whether first arising or accruing before, on or after the Effective Date. Assignor expressly releases Assignee from and against any and all potential liability, damages, losses, demands, judgments, awards, assessments, interest, fines,

penalties, costs or expenses which relate to acts, omissions or events occurring prior to the Effective Date in connection with Assignor's duties and obligations under the MSU License. To the maximum extent permitted by applicable law, Assignee shall defend Assignor from and against all demands, claims, costs, suits, actions or causes of action, and indemnify and hold harmless Assignor from and against all losses, liabilities, damages, judgments, awards, assessments, interest, fines, penalties, costs or expenses (excluding attorneys' fees) which relate to acts, omissions or events occurring: (i) prior to the Effective Date in connection with Assignor's duties and obligations under the MSU License; and (ii) from and after the Effective Date in connection with Assignee's duties and obligations under the MSU License.

4. **Governing Law and Jurisdiction.** This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5. **Successors.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Severability.** If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

7. **Entire Agreement.** This Assignment and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

8. **Amendments and Waivers.** This Assignment may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. **Counterparts.** For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

John Q. Hammons Charitable Trust, dated May 11, 2018

By: _____

Name: _____

Title: _____

ASSIGNEE:

City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney or designee

EXHIBIT K

Notice of Assignment of License Agreement – Missouri State University

_____, 202__

Missouri State University
Office of General Counsel
901 S. National Avenue
Springfield, MO 65804

Re: Second Amended and Restated Ballpark License Agreement, dated as of December 17, 2010, between the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated (the “Revocable Trust”) and the Board of Governors of Missouri State University, a Missouri public institution of higher education, as amended by the First Amendment to Second Amended and Restated Ballpark License Agreement, dated January 2, 2017, and the Second Amendment to Second Amended and Restated Ballpark License Agreement, dated October 25, 2018 (collectively, (the “MSU License”), as assigned by the Revocable Trust to the John Q. Hammons Charitable Trust, dated May 11, 2018 (“Charitable Trust”) pursuant to that certain Assignment and Assumption of License Agreement dated May 8, 2020.

To Whom It May Concern:

By this letter, the Charitable Trust gives notice to you that the above-referenced MSU License has been assigned to the City of Springfield, Missouri (the “City of Springfield”), and the City of Springfield has assumed all of the Charitable Trust's liabilities and obligations under the MSU License. All sums owing to the Charitable Trust pursuant to the MSU License from and after the date of this letter shall be made payable to the City of Springfield. Enclosed please find copies of the relevant assignment documentation.

Effective immediately, the contact information for the City of Springfield is as follows:

City of Springfield, Missouri
Busch Municipal Building
840 N. Boonville Ave.
Springfield, MO 65802
Attn: Legal Department

Please contact us if you have any questions regarding this matter.

Very truly yours,

John Q. Hammons Charitable Trust, dated May 11,
2018

By: _____

Name: _____

Title: _____

PURCHASE AND SALE AGREEMENT

(Hammons Field Parking Areas)

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of February __, 2023 (the “Effective Date”), between 946 EAST TRAFFICWAY LLC, a Delaware limited liability company (“Seller”), and THE CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (“Purchaser”). (Seller and Purchaser are sometimes referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS, Seller is the owner of two parcels of land located at 946 East Trafficway in Springfield, Missouri 65802 (the “Main Parking Lot”) and 234 N John Q Hammons Parkway in Springfield, Missouri 65802 (the “Ancillary Parking Lot”); and

WHEREAS, Seller intends to sell the Property to Purchaser, and Purchaser intends to purchase the Property from Seller, on the terms set forth in this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 THE PROPERTY

1.1 Description of the Property. Subject to the terms of this Agreement, at the Closing (as defined herein), Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and accept from Seller, all of the rights and interests in and to the following property (collectively, the “Property”):

(a) all land comprising the Main Parking Lot and Ancillary Parking Lot as more specifically described in on Exhibit A attached hereto, and all easements, rights and interests appurtenant to the land (collectively, the “Land”), and

(b) all fixtures, equipment and other tangible personal property (if any) owned by Seller and located on the Land (collectively, the “Personal Property”).

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property is Five Million Five Hundred Thousand Dollars (\$5,500,000.00) (the “Purchase Price”), which shall be adjusted at Closing as expressly provided in this Agreement.

2.2 Payment of Purchase Price. At Closing, Purchaser shall pay to Seller an amount equal to the Purchase Price. All amounts to be paid by Purchaser to Seller under this Agreement shall be paid by wire transfer of immediately available U.S. federal funds.

ARTICLE 3
DUE DILIGENCE

3.1 NO DUE DILIGENCE CONTINGENCY. PURCHASER ACKNOWLEDGES AND AGREES THAT:

(a) PURCHASER HAS FINALIZED ITS DUE DILIGENCE REVIEW OF ALL MATTERS RELATING TO THE PROPERTY WHICH PURCHASER DEEMS ADVISABLE AS OF THE EFFECTIVE DATE, INCLUDING ALL STRUCTURAL, ENGINEERING, ENVIRONMENTAL, TITLE, SURVEY, FINANCIAL, OPERATIONAL AND LEGAL COMPLIANCE MATTERS;

(b) PURCHASER SHALL NOT HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AS THE RESULT OF ITS DISSATISFACTION WITH ANY ASPECT OF ITS DUE DILIGENCE REVIEW OF THE PROPERTY; AND

(c) THE PURCHASE PRICE REFLECTS THE RESULTS OF PURCHASER'S DUE DILIGENCE REVIEW OF THE PROPERTY.

ARTICLE 4
TITLE TO THE PROPERTY

4.1 Title Insurance Commitment. Purchaser acknowledges that Seller shall have obtained and delivered to Purchaser a commitment for an ALTA owner's title insurance policy from First American title Insurance Company (the "Title Company"), dated October 26, 2022, number NCS-1153917-CHI2 for the Property (the "Title Commitment").

4.2 Survey. Purchaser acknowledges that Seller has delivered to Purchaser, the following: (i) survey, dated May 21, 2018, last revised May 31, 2018, prepared by Bock & Clark as Project No. 201801320,008, for the Main Parking Lot, and (ii) survey, dated May 8, 2018, last revised May 31, 2018, prepared by Bock & Clark as Project No. 201801320,009, for the Ancillary Parking Lot (collectively, the "Survey"). Seller shall have no obligation to obtain an updated or new land survey for the Property.

4.3 Exceptions to Title.

4.3.1 Unpermitted Exceptions. All liens, encumbrances or other exceptions to title affecting the Property (the "Title Exceptions"), and encroachments or other survey defects affecting the Property (the "Survey Defects") that Seller and Purchaser have expressly marked as "unpermitted" shall constitute unpermitted exceptions to title to the Property (the "Unpermitted Exceptions"). .

4.3.2 Permitted Exceptions. All liens, encumbrances and other exceptions to title, and all encroachments and other survey defects, affecting the Property, other than the Unpermitted Exceptions shall constitute permitted exceptions to title to the Property (the "Permitted Exceptions"). For the avoidance of doubt, all liens and encumbrances caused or created by Purchaser, including mortgages, deeds of trust and other security interests for any financing incurred by Purchaser shall constitute Permitted Exceptions.

4.3.3 Removal of Unpermitted Exceptions. Seller shall have no obligation to remove or cure any Title Exceptions or Survey Defects other than the Unpermitted Exceptions. Seller may cure any Unpermitted Exception by (a) removing such Unpermitted Exception from title, or (b) causing the Title Company to commit to insure over such Unpermitted Exception in the Title Policy, without removing such Unpermitted Exception from the Title Policy, provided that Purchaser, in its sole discretion, agrees to such insuring over of any Unpermitted Exceptions. If Seller determines that it will be unable to remove or cure any Unpermitted Exceptions before Closing, Seller shall have the right to postpone the Closing one or more times for up to 60 days in the aggregate in each case by providing written notice to Purchaser no later than five Business Days before the then scheduled date for the Closing.

4.4 Title Insurance Policy. At Closing, Seller shall cause the Title Company to issue a title insurance policy to Purchaser in accordance with the Title Commitment, subject only to the removal or insuring of Unpermitted Exceptions pursuant to Section 4.3.3, and dated as of the Closing Date, with gap coverage from Seller from the Closing through the date of recording (the "Title Policy").

4.5 Conveyance of the Property. At Closing, Seller shall convey to Purchaser the Property subject to all Title Exceptions and Survey Defects other than the Unpermitted Exceptions which are cured by causing the Title Company to insure over such Unpermitted Exceptions in the Title Policy, but which otherwise are not removed from title.

ARTICLE 5 CONDITION OF THE PROPERTY

5.1 PROPERTY SOLD "AS IS". SUBJECT TO THE REPRESENTATIONS AND WARRANTIES IN ARTICLE 6, PURCHASER ACKNOWLEDGES AND AGREES THAT THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS" BASIS, AND SELLER HAS NO OBLIGATION TO REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY.

5.2 LIMITATIONS ON REPRESENTATIONS AND WARRANTIES. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, NOR ANY OTHER PERSON PURPORTING TO REPRESENT SELLER, HAS MADE ANY REPRESENTATION, WARRANTY, GUARANTY OR PROMISE WHATSOEVER WITH RESPECT TO THE PROPERTY, WRITTEN OR VERBAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO (A) THE CONDITION, SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY, (B) THE ZONING CLASSIFICATION OF THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY OR OPERATION OF ANY FUTURE CONTEMPLATED BUSINESS TO BE OPERATED ON THE PROPERTY WITH ANY ZONING REQUIREMENTS, BUILDING CODES OR OTHER APPLICABLE LAW, (C) THE ACCURACY OF ANY INFORMATION IN ANY DOCUMENTS, MATERIALS OR INFORMATION PROVIDED TO PURCHASER WHICH WERE PREPARED FOR OR ON BEHALF OF SELLER, OR (D) ANY OTHER MATTER RELATING TO SELLER, THE

PROPERTY OR ANY FUTURE CONTEMPLATED BUSINESS TO BE OPERATED ON THE PROPERTY.

5.3 SURVIVAL. THIS ARTICLE 5 SHALL SURVIVE THE CLOSING.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

6.1.1 Organization and Power. Seller (a) is duly formed, validly existing and in good standing in the jurisdiction of its formation, (b) is qualified to do business in the jurisdiction in which the Property is located, and (c) has all requisite power and authority to own the Property.

6.1.2 Authority and Binding Obligation. (a) Seller has full power and authority to execute this Agreement and all other documents to be executed by Seller pursuant to this Agreement (the "Seller Documents"), and to perform all obligations of Seller under the Seller Documents, (b) the execution by the signer on behalf of Seller of the Seller Documents, and the performance by Seller of its obligations under the Seller Documents, has been duly and validly authorized by all necessary action by Seller, and (c) the Seller Documents, when executed, will constitute the legal, valid and binding obligations of Seller enforceable against Seller in accordance with its terms.

6.1.3 Consents and Approvals; No Conflicts. Except for the recordation of any Seller Documents as required, (a) no filing with, and no consent, approval or other authorization of, any Governmental Authority is necessary for the execution by Seller of any Seller Documents, or the performance by Seller of any of its obligations under any Seller Documents, and (b) neither the execution by Seller of any Seller Documents, nor the performance by Seller of any of its obligations under any Seller Documents, will (i) violate any provision of Seller's organizational or governing documents, (ii) violate any Applicable Law to which Seller is subject, or (iii) result in a violation or breach of, or constitute a default under, any contract, agreement or other instrument or obligation to which Seller is a party, except to the extent such violation, breach or default would not have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby.

6.1.4 Condemnation. Seller has not received any written notice of any pending condemnation proceeding or other proceeding in eminent domain, and to Seller's Knowledge, no such condemnation proceeding or eminent domain proceeding is threatened affecting all or any part of the Property.

6.1.5 Litigation. Seller has not (a) been served with any court filing in any litigation with respect to the Property in which Seller is named a party which has not been resolved, settled or dismissed, or (b) received any written notice threatening any such litigation, administrative or other adjudicatory proceeding.

6.1.6 Compliance with Laws. Seller has not received any written notice of a violation of any applicable laws, rules or regulations Law with respect to the Property that has not

been cured or dismissed, and to Seller's Knowledge, Seller is not in violation of any applicable law with respect to the Property that has not been cured or dismissed.

6.1.7 Brokers. Seller has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Seller in connection with the transaction described in this Agreement in any manner that would entitle such Person to any fee or commission in connection with the transaction described in this Agreement.

6.1.8 Withholding Obligation. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

For purposes of this Section 6.1, the term "Seller's Knowledge" means the actual knowledge of John Casale as representative of Seller.

6.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

6.2.1 Organization and Power. Purchaser (a) is a duly organized and existing constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, and (b) has all requisite power and authority to own, lease and operate its properties and to carry on its business as currently being conducted.

6.2.2 Authority and Binding Obligation. (a) Purchaser has full power and authority to execute this Agreement and all other documents to be executed by Purchaser pursuant to this Agreement (the "Purchaser Documents"), and to perform all obligations of Purchaser under the Purchaser Documents, (b) the execution by the signer on behalf of Purchaser of the Purchaser Documents, and the performance by Purchaser of its obligations under the Purchaser Documents, has been duly and validly authorized by all necessary action by Purchaser, and (c) the Purchaser Documents, when executed, will constitute the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its terms.

6.2.3 Consents and Approvals; No Conflicts. (a) No filing with, and no consent, approval or other authorization of, any Governmental Authority or other Person is necessary for the execution by Purchaser of any Purchaser Documents, or the performance by Purchaser of any of its obligations under any Purchaser Documents, and (b) neither the execution by Purchaser of any Purchaser Documents, nor the performance by Purchaser of any of its obligations under any Purchaser Documents, will (i) violate any provision of Purchaser's organizational or governing documents, (ii) violate any Applicable Law to which Purchaser is subject, or (iii) result in a violation or breach of, or constitute a default under, any contract, agreement or other instrument or obligation to which Purchaser is a party or by which any of Purchaser's properties are subject.

6.2.4 Brokers. Purchaser has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Purchaser in connection with the transaction described in this Agreement in any manner which would entitle such Person to any fee or commission in connection with this Agreement or the transaction described in this Agreement.

ARTICLE 7 CLOSING CONDITIONS

7.1 Mutual Closing Conditions.

7.1.1 Satisfaction of Mutual Closing Conditions. The obligation of each Party to close the transaction contemplated in this Agreement are subject to the satisfaction at or before the Closing of all of the following conditions precedent (the “Mutual Closing Conditions”):

(a) Third Party Consents and Signatures to Closing Deliveries. Each of the Seller Closing Deliveries requiring the consent of or execution by third parties shall have been obtained and any such instrument shall have been duly executed by any such Person, and notarized, if required, and delivered into escrow with the Title Company for Closing.

(b) Hammons Field. Purchaser shall have acquired the ballpark located at 955 E. Trafficway in Springfield Missouri and commonly known as Hammons Field.

(c) Adverse Proceedings. No injunction or other order or ruling shall have been issued by a court or any other Governmental Authority that would prevent the completion of the transaction described in this Agreement, and no litigation or other court action shall have been commenced by a third-party seeking to obtain an injunction or other relief from a court or other Governmental Authority to prevent the completion of the transaction described in this Agreement.

(d) Adverse Law. No Applicable Law shall have been enacted that would prevent the completion of the transaction described in this Agreement.

(e) Bankruptcy. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller or Purchaser that would materially and adversely affect such Party’s ability to perform its obligations under this Agreement.

7.1.2 Failure of Mutual Closing Condition. If any Mutual Closing Condition is not satisfied at Closing, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party, in which case the Parties shall have no further rights or obligations under this Agreement, except for those that expressly survive termination.

7.2 Purchaser Closing Conditions.

7.2.1 Satisfaction of Purchaser Closing Conditions. Purchaser’s obligation to close the transaction described in this Agreement is subject to the satisfaction at or before Closing of the following conditions precedent (the “Purchaser Closing Conditions”):

(a) The Seller Closing Deliveries shall have been delivered to Purchaser or deposited with Escrow Agent (as defined herein) in the Closing Escrow (as defined herein) to be delivered to Purchaser at Closing.

(b) The representations and warranties of Seller in this Agreement, as may be modified from time to time as provided in this Agreement, shall be true and correct as of the Closing.

(c) The obligations of Seller in this Agreement shall have been performed in all material respects.

(d) The Title Company shall have issued the Title Policy pursuant to Section 4.4.

7.2.2 Failure of Purchaser Closing Condition. If any Purchaser Closing Condition is not satisfied at Closing, then Purchaser shall have the right to (a) terminate this Agreement by providing written notice to Seller, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, or (b) waive the failure of such Purchaser Closing Condition and proceed to Closing.

7.3 Seller Closing Conditions.

7.3.1 Satisfaction of Seller Closing Conditions. Seller's obligation to close the transaction described in this Agreement is subject to the satisfaction at or before Closing of each of the following conditions precedent (the "Seller Closing Conditions"):

(a) Purchaser shall have paid to Seller or deposited the Purchase Price with Escrow Agent, and provided Escrow Agent with written direction to disburse the Purchase Price to Seller.

(b) All other Purchaser Closing Deliveries shall have been delivered to Seller or deposited with Escrow Agent in the Closing Escrow to be delivered to Seller at Closing.

(c) All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing.

(d) The obligations of Purchaser in this Agreement shall have been performed in all material respects.

7.3.2 Failure of Seller Closing Condition. If any Seller Closing Condition is not satisfied at Closing, then Seller shall have the right to (i) terminate this Agreement by providing written notice to Purchaser, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, or (ii) waive such Seller Closing Condition and proceed to Closing.

7.4 Frustration of Closing Conditions. Notwithstanding anything to the contrary in this Article 7, Seller and Purchaser may not rely on the failure of a Seller Closing Condition or Purchaser Closing Condition, respectively, if such failure was caused by such Party's failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur.

ARTICLE 8 CLOSING

8.1 Closing Date. The closing of the transaction described in this Agreement (the “Closing”) shall occur on the date that is 60 days after the Effective Date (as such date may be postponed as expressly provided in this Agreement), or such other date as agreed to in writing by the Parties (the date on which the Closing occurs is referred to herein as the “Closing Date”). The Closing shall occur through an escrow (the “Closing Escrow”) administered by the escrow agent affiliated with the Title Company (the “Escrow Agent”). If the Closing has not occurred within 60 days after the Effective Date, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party after such 10-day period, in which case the Parties shall have no further rights or obligations under this Agreement, except for those that expressly survive termination.

8.2 Closing Deliveries.

8.2.1 Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser or deposited with Escrow Agent in the Closing Escrow to be delivered to Purchaser at Closing, all of the documents (each of which shall be duly executed by Seller or other Person, as applicable, and notarized, if required) and other items set forth in this Section 8.2.1 (the “Seller Closing Deliveries”), as follows:

(a) A special limited warranty deed conveying the Land comprising the Main Parking Lot, to Purchaser in accordance with Section 4.5, in the form attached hereto as Exhibit B;

(b) A special limited warranty deed, conveying the Land comprising the Ancillary Parking Lot, to Purchaser in accordance with Section 4.5, in the form attached hereto as Exhibit C;

(c) A bill of sale conveying the Personal Property (if any) located on the Main Parking Lot to Purchaser in the form attached hereto as Exhibit D;

(d) A bill of sale conveying the Personal Property (if any) located on the Ancillary Parking Lot to Purchaser in the form attached hereto as Exhibit E;

(e) A Termination of Parking Agreement with respect to the Main Parking Lot in the form attached hereto as Exhibit F;

(f) A Termination of Management Agreement in the form attached hereto as Exhibit G;

(g) Such agreements, affidavits or other documents as may be reasonably requested by the Title Company from Seller to issue the Title Policy;

(h) All real estate transfer declaration or similar documents required under Applicable Law in connection with the conveyance of the Property;

(i) A FIRPTA affidavit in the form set forth in the regulations under Section 1445 of the Internal Revenue Code of 1986, as amended;

(j) The Closing Statement prepared pursuant to Section 9.1; and

(k) Such other documents and instruments as may be reasonably requested by Purchaser in order to complete the transaction described in this Agreement.

8.2.2 Purchaser Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller or deposited with Escrow Agent in the Closing Escrow to be delivered to Seller all of the documents (each of which shall have been duly executed by Purchaser or other Person, as applicable, and notarized, if required) and other items set forth in this Section 8.2.2 (the "Purchaser Closing Deliveries"), as follows:

(a) The Purchase Price to be paid by Purchaser pursuant to Section 2.2;

(b) A counterpart of each of the documents to be delivered by Seller under Section 8.2.1 that require execution by Purchaser; and

(c) Such other documents and items as may be reasonably requested by Seller or the Title Company in order to complete the transaction described in this Agreement.

ARTICLE 9 PRORATIONS AND EXPENSES

9.1 Closing Statement. No later than the day before the Closing, the Parties jointly shall prepare a closing statement (the "Closing Statement"), which shall set forth their best estimate of the amounts of the items to be adjusted and prorated under this Agreement. The Closing Statement shall be approved and executed by the Parties at Closing, and such adjustments and prorations shall be final with respect to the items set forth in the Closing Statement, except to the extent any such items shall be reprorated after the Closing as expressly set forth in Section 9.2.

9.2 Prorations. The items set forth in this Section 9.2 shall be prorated between the Parties (the "Prorations") as of 11:59 p.m. on the day preceding the Closing Date.

9.2.1 Operating Expenses. All property taxes, assessments, water or sewer charges, gas, electric, telephone or other utilities, operating expenses, and rents or other normally prorable items relating to the Property, shall be prorated between Seller and Purchaser as of the Closing Date.

9.2.2 Other Adjustments and Prorations. All other items as are customarily adjusted or prorated upon the sale and purchase of property similar to the Property shall be adjusted and prorated between the Parties accordingly.

9.3 Transaction Costs

9.3.1 Seller's Transaction Costs. In addition to the other costs and expenses to be paid by Seller set forth elsewhere in this Agreement, Seller shall pay for the following items

in connection with this transaction: (a) the fees and expenses of removing or curing any Unpermitted Exceptions as required under Section 4.3, (b) the fees, costs and expenses for the Title Commitment, and Title Policy, (c) any transfer, sales or similar tax and recording charges payable in connection with the conveyance of the Property, (d) any commission due to Broker, if any, (e) one half (½) of the fees and expenses for the Escrow Agent, and (f) the fees, costs and expenses of its own attorneys, accountants and consultants or other Person engaged by Seller.

9.3.2 Purchaser's Transaction Costs. In addition to the other costs and expenses to be paid by Purchaser as set forth elsewhere in this Agreement, Purchaser shall pay for the following items in connection with this transaction: (a) the fees, costs and expenses incurred by Purchaser for any due diligence conducted by Purchaser, (b) one half (½) of the fees and expenses for the Escrow Agent, and (c) the fees, costs and expenses or other Person engaged by Purchaser of its own attorneys, accountants and consultants.

9.3.3 Other Transaction Costs. All other fees, costs and expenses not expressly addressed in this Section 9.3 or elsewhere in this Agreement shall be allocated between the Parties in accordance with applicable local custom for sale and purchase transactions involving similar properties.

ARTICLE 10 DEFAULT AND REMEDIES

10.1 Seller Default. If, at or any time before Closing, Seller fails to perform its obligations under this Agreement in any material respect and such failure is not due to a Purchaser Default (a "Seller Default"), then Purchaser, as its sole and exclusive remedy for such Seller Default, may elect to (a) terminate this Agreement, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, (b) proceed to Closing without any reduction in or setoff against the Purchase Price, in which case Purchaser shall be deemed to have waived such Seller Default, or (c) obtain an injunction for specific performance.

10.2 Purchaser Default. If at any time before Closing, Purchaser fails to perform any obligation of Purchaser under this Agreement in any material respect which is not due to a Seller Default (a "Purchaser Default"), then Seller, may, at Seller's sole option, elect any one or more of the following: (i) terminate this Agreement by written notice delivered to Purchaser whereupon Purchaser and Seller shall have no further rights or obligations hereunder; or (ii) exercise any other right or remedy Purchaser may have at law or in equity by reason of such default including, but not limited to, the recovery of actual damages incurred by Purchaser in connection herewith, but in no event greater than the Purchase Price, but expressly excluding attorneys' fees and court costs.

ARTICLE 11 SURVIVAL

11.1 Survival.

11.1.1 Survival of Representations and Warranties. The representations and warranties of Seller in Sections 6.1.1, 6.1.2, and 6.1.3, and the representations and warranties of Purchaser in Section 6.2 shall survive the Closing or termination of this Agreement until the

expiration of the applicable statute of limitations, and all other representations and warranties of Seller in this Agreement shall be deemed to be merged in the deeds and shall not survive the Closing (the period any such representation or warranty survives the Closing or termination of this Agreement (as the case may be) is referred to herein as the “Survival Period”).

11.1.2 Survival of Rights and Obligations. Except for the rights and obligations of the Parties in this Agreement that expressly survive the Closing or termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate upon Closing or earlier termination of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 Notices.

12.1.1 Method of Delivery. All notices, requests, demands, consents, approvals and objections and other communications (each, a “Notice”) to be provided by any Party to another Party pursuant to this Agreement shall be in writing, duly signed by the sending Party (or attorney on behalf of such Party) and delivered to the recipient Party by (a) personal delivery, (b) U.S. certified mail, (c) overnight courier service, or (d) email in PDF (Portable Digital Format). All Notices to be provided to a Party under this Agreement shall be sent to the following address:

If to Seller:

946 East Trafficway LLC
c/o Atrium Holding Company
2398 E. Camelback Road, Suite 1000
Phoenix, Arizona 85016
Attn: Brian Cameron
Email: bcameron@atriumllc.com

with copies to:

Stinson LLP
1201 Walnut St., Suite 2900
Kansas City, Missouri 64106
Attn: Nicholas J. Zluticky
Attn: Timothy A. Laycock
Email: Nicholas.zluticky@stinson.com
Email: tim.laycock@stinson.com

If to Purchaser:

City of Springfield, Missouri
Busch Municipal Building
840 N. Boonville Ave.
Springfield, MO 65802
Attention: Rhonda Lewsader
Email: rlawsader@springfieldmo.gov

with copies to:

Polsinelli PC
900 W 48th Place, Suite 900
Kansas City, MO 64112
Attention: Daniel Dooley
Email: ddooley@polsinelli.com

Any Person to whom Notices or copies of Notices are to be delivered pursuant to this Section 12.2.1 shall notify the other Persons listed in this Section 12.2.1 of any change in its address by providing a Notice of its new address to such other Persons pursuant to this Section 12.2.1.

12.1.2 Receipt of Notices. All Notices sent by a Party (or attorney on behalf of a Party) shall be deemed to have been received by the recipient Party on (a) the date of delivery to

the recipient Party's address, provided that such delivery is before 5:00 p.m. (local time for the recipient Party) on any day other than a Saturday, Sunday or U.S. federal legal holiday (a "Business Day"), otherwise the following Business Day, except in the case of delivery by email, the date the recipient Party responds in writing (by email or otherwise) affirmatively acknowledging receipt of delivery (but expressly excluding any automated reply to the sending Party regarding delivery to the recipient Party's email address), or (b) the attempted delivery of such Notice if the recipient Party refuses delivery or is no longer at such address and failed to provide the sending Party with its current address pursuant to this Section 12.2.2.

12.2 Further Assurances. The Parties shall use commercially reasonable efforts to take, or cause to be taken, all actions necessary, appropriate or advisable to complete the transaction described in this Agreement. This Section 12.3 shall survive the Closing.

12.3 Successors and Assigns. This Agreement shall be binding on and for the benefit of the Parties, and their respective successors and permitted assigns.

12.4 Third-Party Beneficiaries. This Agreement shall not provide any rights or remedies to any Person other than the Parties and their respective successors and permitted assigns.

12.5 Governing Law. This Agreement shall be governed by the laws of the State of Missouri, without giving effect to any principles regarding conflict of laws.

12.6 Rules of Interpretation. The following rules shall apply to the interpretation of this Agreement:

12.6.1 Certain Words and Phrases. Unless otherwise expressly stated in this Agreement, the following words and phrases shall be interpreted as follows: (a) the words "include", "includes", "including" shall be construed as if followed by the phrase "without limitation"; and (b) the word "may" shall be construed as meaning "shall have the right but not the obligation to".

12.6.2 Definitions. Unless otherwise expressly stated in this Agreement, the following words shall have the following meaning:

(a) The term "Affiliate" means, with respect to the Person in question, any other Person that, directly or indirectly, (i) owns or controls fifty percent (50%) or more of the outstanding voting and/or equity interests of such Person, or (ii) controls, is controlled by or is under common control with, the Person in question. For the purposes of this definition, the term "control" and its derivations means having the power, directly or indirectly, to direct the management, policies or general conduct of business of the Person in question, whether by the ownership of voting securities, contract or otherwise.

(b) The term "Governmental Authority" means any federal, state or local government or other political subdivision thereof, including, any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

(c) The term “Person” means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

12.7 Severability. If any term or provision of this Agreement is determined to be illegal, invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the legality, validity or enforceability of any other terms or provisions of this Agreement, or the legality, validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

12.8 WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

12.9 Recitals, Exhibits and Schedules. The introduction and recitals to this Agreement, and all exhibits and schedules referred to in this Agreement are incorporated in and made a part of this Agreement.

12.10 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties, and supersedes any letter of intent or term sheet and all other agreements or understandings (written or verbal) between the Parties on or before the Effective Date regarding the transaction described in this Agreement.

12.11 Amendments to Agreement. No amendment or other change to any terms of this Agreement, or waiver of any right, obligation, liability, breach or default under this Agreement shall be valid unless in writing and signed by all Parties.

12.12 Execution of Agreement. A Party shall have the right to deliver executed signature pages to this Agreement by email in PDF (Portable Digital Format) to any other Party, which electronic copy shall be deemed to be an original executed signature page, provided that such Party shall deliver an original signature page to such other Party promptly thereafter. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[END OF TEXT – CONTINUED ON NEXT PAGE]

Each Party has caused this Agreement to be executed and delivered in their names by a duly authorized officer or representative of such Party.

SELLER:

946 EAST TRAFFICWAY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

PURCHASER:

THE CITY OF SPRINGFIELD, MISSOURI,
a constitutional home rule charter municipal corporation
and political subdivision of the State of Missouri

By: _____
Name: _____
Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance

Approved as to form:

City Attorney or designee

EXHIBIT LIST

- A. Legal Descriptions of Property
- B. Special Warranty Deed (Main Parking Lot)
- C. Special Warranty Deed (Ancillary Parking Lot)
- D. Bill of Sale (Main Parking Lot)
- E. Bill of Sale (Ancillary Parking Lot)
- F. Termination of Parking Lot Agreement (Main Parking Lot)
- G. Termination of Management Agreement

EXHIBIT A

Legal Descriptions of Property

Main Parking Lot:

TRACT A:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9; PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI: THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY, A DISTANCE OF 473.80 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 47 MINUTES 11 SECONDS WEST, A DISTANCE OF 210.17 FEET; THENCE, NORTH 89 DEGREES 25 MINUTES 13 SECONDS WEST, A DISTANCE OF 105.40 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 210.61 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY; THENCE SOUTH 89 DEGREES 10 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 110.52 FEET TO THE POINT OF BEGINNING.

EXCEPT, COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 473.80 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 89 DEGREES 10 MINUTES 12 SECONDS WEST A DISTANCE OF 110.52 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 0 DEGREES 23 MINUTES 34 SECONDS WEST A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 12 SECONDS EAST A DISTANCE OF 110.45 FEET; THENCE NORTH 1 DEGREE 47 MINUTES 11 SECONDS EAST A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

TRACT B:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI: THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.19 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 42 SECONDS WEST, A DISTANCE OF 292.40 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ST. LOUIS STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE FOR THE FOLLOWING FOUR DESCRIBED COURSES: THENCE NORTH 89 DEGREES 38 MINUTES 29 SECONDS WEST, A DISTANCE OF 21.58 FEET; THENCE SOUTH 78 DEGREES 40 MINUTES 19 SECONDS WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 78 DEGREES 29 MINUTES 57 SECONDS WEST, A DISTANCE OF 227.91 FEET; THENCE SOUTH 77 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 115.20 FEET; THENCE NORTH 01 DEGREE 47 MINUTES 11 SECONDS EAST, A DISTANCE OF 399.40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY; THENCE

SOUTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 473.80 FEET TO THE POINT OF COMMENCEMENT.

EXCEPT, BEGINNING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 473.80 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 1 DEGREE 47 MINUTES 11 SECONDS WEST A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 49 SECONDS EAST A DISTANCE OF 473.85 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST A DISTANCE OF 25.14 FEET TO THE CENTERLINE OF VACATED HAMPTON STREET; THENCE ALONG SAID CENTERLINE, NORTH 1 DEGREE 50 MINUTES 44 SECONDS EAST A DISTANCE OF 3.00 FEET TO THE SOUTH RIGHT OF WAY OF EAST TRAFFICWAY; THENCE ALONG SAID RIGHT OF WAY, NORTH 89 DEGREES 11 MINUTES 46 SECONDS WEST A DISTANCE OF 25.19 FEET TO THE PONT OF BEGINNING.

ALSO EXCEPT, COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 25.19 FEET TO THE CENTERLINE OF VACATED HAMPTON STREET; THENCE ALONG SAID CENTERLINE, SOUTH 1 DEGREE 50 MINUTES 44 SECONDS WEST A DISTANCE OF 282.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE 50 MINUTES 44 SECONDS WEST, A DISTANCE OF 10.03 FEET TO THE NORTH RIGHT OF WAY OF ST. LOUIS STREET; THENCE ALONG SAID RIGHT OF WAY WITH THE FOLLOWING COURSES, NORTH 89 DEGREES 38 MINUTES 29 SECONDS WEST A DISTANCE OF 21.58 FEET, SOUTH 78 DEGREES 40 MINUTES 19 SECONDS WEST A DISTANCE OF 147.57 FEET, SOUTH 78 DEGREES 29 MINUTES 57 SECONDS WEST A DISTANCE OF 227.91 FEET, SOUTH 77 DEGREES 15 MINUTES 47 SECONDS WEST A DISTANCE OF 115.20 FEET; THENCE LEAVING SAID RIGHT OF WAY, NORTH 1 DEGREE 47 MINUTES 11 SECONDS EAST A DISTANCE OF 10.33 FEET; THENCE NORTH 77 DEGREES 15 MINUTES 47 SECONDS EAST A DISTANCE OF 112.72 FEET; THENCE NORTH 78 DEGREES 29 MINUTES 57 SECONDS EAST A DISTANCE OF 228.03 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 148.61 FEET; THENCE SOUTH 89 DEGREES 41 MINUTE'S 49 SECONDS EAST A DISTANCE OF 22.86 FEET TO THE POINT OF BEGINNING.

Ancillary Parking Lot:

BEGINNING AT A POINT ON THE EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI 274.6 FEET NORTH OF THE NORTHEAST CORNER OF ST. LOUIS STREET AND SAID SHERMAN AVENUE; THENCE NORTH ALONG SAID EAST LINE OF SAID SHERMAN AVENUE, AS NOW LOCATED, TO THE NORTHWEST CORNER OF LOT A OF PLOT 1 OF MARBLEHEAD ADDITION, A SUBDIVISION IN SAID CITY; THENCE

NORTHEASTERLY ALONG SAID NORTH LINE OF SAID LOT A, 38.9 FEET TO THE POINT WHERE SAID NORTH LINE OF SAID LOT 1 RUNS DUE EAST AND WEST; THENCE EAST ALONG SAID NORTH LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE SOUTH 19.5 FEET; THENCE SOUTHEASTERLY 190.7 FEET, TO AN IRON ROD SET 178.12 FEET EAST OF SAID EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED; THENCE SOUTH 86 DEGREES 20 MINUTES WEST, 97.8 FEET; THENCE WEST TO THE POINT OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES. IT BEING THE INTENTION TO DESCRIBED ALL OF LOT A OF PLOT 1 IN MARBLEHEAD ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND CERTAIN PROPERTY CONVEYED BY P.W. SNELLING AND LEONA A. SNELLING TO FRED ENGLE AND BERTHA ENGLE, HUSBAND AND WIFE, AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 909 AT PAGE 103, IN THE RECORDER OF DEEDS OFFICE OF GREENE COUNTY, MISSOURI; AND A STRIP OF GROUND BETWEEN THE ABOVE DESCRIBED TRACT, WHICH IS A PORTION OF AN ALLEY HERETOFORE VACATED BY THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT B

Special Warranty Deed (Main Parking Lot)

(Space Above Reserved For Recorder of Deeds Certification)

MISSOURI SPECIAL WARRANTY DEED

(Main Parking Lot)

THIS INDENTURE is made effective as of _____, 202_ by and between 946 East Trafficway LLC, a Delaware limited liability company ("**Grantor**"), with an address of 2398 E. Camelback Rd., Suite 1000, Phoenix, AZ 85016, and The City of Springfield, Missouri, a constitutional home rule charter municipal corporation ("**Grantee**"), with an address of Busch Municipal Building, 840 N. Boonville Ave., Springfield, MO 65802, Attn: Legal Department.

WITNESSETH, that Grantor, that Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL AND CONVEY, unto Grantee and Grantee's heirs, successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto Grantee and Grantee's heirs, successors and assigns, forever; Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by Grantor, except as set forth herein; and that Grantor will warrant and defend the title to said premises unto Grantee and Grantee's heirs, successors and assigns, forever, against the lawful claims and demands of all persons claiming under Grantor, except as set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first written above.

Grantor:

946 East Trafficway LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

On this _____ day of _____ 202_, before me personally appeared _____, to me personally known, _____ of 946 EAST TRAFFICWAY LLC, a Delaware limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that they executed the same for the purposes therein stated, and as their free act and deed and as the free act and deed of said limited liability company.

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

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description of Property

TRACT A:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9; PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI: THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY, A DISTANCE OF 473.80 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 47 MINUTES 11 SECONDS WEST, A DISTANCE OF 210.17 FEET; THENCE, NORTH 89 DEGREES 25 MINUTES 13 SECONDS WEST, A DISTANCE OF 105.40 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 210.61 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY; THENCE SOUTH 89 DEGREES 10 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 110.52 FEET TO THE POINT OF BEGINNING.

EXCEPT, COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 473.80 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 89 DEGREES 10 MINUTES 12 SECONDS WEST A DISTANCE OF 110.52 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 0 DEGREES 23 MINUTES 34 SECONDS WEST A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 12 SECONDS EAST A DISTANCE OF 110.45 FEET; THENCE NORTH 1 DEGREE 47 MINUTES 11 SECONDS EAST A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

TRACT B:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI: THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.19 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 42 SECONDS WEST, A DISTANCE OF 292.40 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ST. LOUIS STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE FOR THE FOLLOWING FOUR DESCRIBED COURSES: THENCE NORTH 89 DEGREES 38 MINUTES 29 SECONDS WEST, A DISTANCE OF 21.58 FEET; THENCE SOUTH 78 DEGREES 40 MINUTES 19 SECONDS WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 78 DEGREES 29 MINUTES 57 SECONDS WEST, A DISTANCE OF 227.91 FEET; THENCE SOUTH 77 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 115.20 FEET; THENCE NORTH 01 DEGREE 47 MINUTES 11 SECONDS EAST, A DISTANCE OF 399.40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY; THENCE SOUTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 473.80 FEET TO THE POINT OF COMMENCEMENT.

EXCEPT, BEGINNING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 473.80 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 1 DEGREE 47 MINUTES 11 SECONDS WEST A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 49 SECONDS EAST A DISTANCE OF 473.85 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST A DISTANCE OF 25.14 FEET TO THE CENTERLINE OF VACATED HAMPTON STREET; THENCE ALONG SAID CENTERLINE, NORTH 1 DEGREE 50 MINUTES 44 SECONDS EAST A DISTANCE OF 3.00 FEET TO THE SOUTH RIGHT OF WAY OF EAST TRAFFICWAY; THENCE ALONG SAID RIGHT OF WAY, NORTH 89 DEGREES 11 MINUTES 46 SECONDS WEST A DISTANCE OF 25.19 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT, COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 25.19 FEET TO THE CENTERLINE OF VACATED HAMPTON STREET; THENCE ALONG SAID CENTERLINE, SOUTH 1 DEGREE 50 MINUTES 44 SECONDS WEST A DISTANCE OF 282.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE 50 MINUTES 44 SECONDS WEST, A DISTANCE OF 10.03 FEET TO THE NORTH RIGHT OF WAY OF ST. LOUIS STREET; THENCE ALONG SAID RIGHT OF WAY WITH THE FOLLOWING COURSES, NORTH 89 DEGREES 38 MINUTES 29 SECONDS WEST A DISTANCE OF 21.58 FEET, SOUTH 78 DEGREES 40 MINUTES 19 SECONDS WEST A DISTANCE OF 147.57 FEET, SOUTH 78 DEGREES 29 MINUTES 57 SECONDS WEST A DISTANCE OF 227.91 FEET, SOUTH 77 DEGREES 15 MINUTES 47 SECONDS WEST A DISTANCE OF 115.20 FEET; THENCE LEAVING SAID RIGHT OF WAY, NORTH 1 DEGREE 47 MINUTES 11 SECONDS EAST A DISTANCE OF 10.33 FEET; THENCE NORTH 77 DEGREES 15 MINUTES 47 SECONDS EAST A DISTANCE OF 112.72 FEET; THENCE NORTH 78 DEGREES 29 MINUTES 57 SECONDS EAST A DISTANCE OF 228.03 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 148.61 FEET; THENCE SOUTH 89 DEGREES 41 MINUTE'S 49 SECONDS EAST A DISTANCE OF 22.86 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Special Warranty Deed (Ancillary Parking Lot)

(Space Above Reserved For Recorder of Deeds Certification)

MISSOURI SPECIAL WARRANTY DEED

(Ancillary Parking Lot)

THIS INDENTURE is made effective as of _____, 202_ by and between 946 East Trafficway LLC, a Delaware limited liability company ("**Grantor**"), with an address of 2398 E. Camelback Rd., Suite 1000, Phoenix, AZ 85016, and The City of Springfield, Missouri, a constitutional home rule charter municipal corporation ("**Grantee**"), with an address of Busch Municipal Building, 840 N. Boonville Ave., Springfield, MO 65802, Attn: Legal Department.

WITNESSETH, that Grantor, that Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL AND CONVEY, unto Grantee and Grantee's heirs, successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto Grantee and Grantee's heirs, successors and assigns, forever; Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by Grantor, except as set forth herein; and that Grantor will warrant and defend the title to said premises unto Grantee and Grantee's heirs, successors and assigns, forever, against the lawful claims and demands of all persons claiming under Grantor, except as set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first written above.

Grantor:

946 East Trafficway LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

On this _____ day of _____ 202_, before me personally appeared _____, to me personally known, _____ of 946 EAST TRAFFICWAY LLC, a Delaware limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that they executed the same for the purposes therein stated, and as their free act and deed and as the free act and deed of said limited liability company.

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

Notary Public

My Commission Expires: _____

EXHIBIT A

BEGINNING AT A POINT ON THE EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI 274.6 FEET NORTH OF THE NORTHEAST CORNER OF ST. LOUIS STREET AND SAID SHERMAN AVENUE; THENCE NORTH ALONG SAID EAST LINE OF SAID SHERMAN AVENUE, AS NOW LOCATED, TO THE NORTHWEST CORNER OF LOT A OF PLOT 1 OF MARBLEHEAD ADDITION, A SUBDIVISION IN SAID CITY; THENCE NORTHEASTERLY ALONG SAID NORTH LINE OF SAID LOT A, 38.9 FEET TO THE POINT WHERE SAID NORTH LINE OF SAID LOT 1 RUNS DUE EAST AND WEST; THENCE EAST ALONG SAID NORTH LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE SOUTH 19.5 FEET; THENCE SOUTHEASTERLY 190.7 FEET, TO AN IRON ROD SET 178.12 FEET EAST OF SAID EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED; THENCE SOUTH 86 DEGREES 20 MINUTES WEST, 97.8 FEET; THENCE WEST TO THE POINT OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES. IT BEING THE INTENTION TO DESCRIBED ALL OF LOT A OF PLOT 1 IN MARBLEHEAD ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND CERTAIN PROPERTY CONVEYED BY P.W. SNELLING AND LEONA A. SNELLING TO FRED ENGLE AND BERTHA ENGLE, HUSBAND AND WIFE, AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 909 AT PAGE 103, IN THE RECORDER OF DEEDS OFFICE OF GREENE COUNTY, MISSOURI; AND A STRIP OF GROUND BETWEEN THE ABOVE DESCRIBED TRACT, WHICH IS A PORTION OF AN ALLEY HERETOFORE VACATED BY THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT D

Bill of Sale (Main Parking Lot)

BILL OF SALE AND ASSIGNMENT

(Main Parking Lot)

THIS BILL OF SALE AND ASSIGNMENT (the “Bill of Sale”) is executed as of _____, 20__, by 946 East Trafficway LLC, a Delaware limited liability company (“Seller”) and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, duly organized and existing under the laws of the State of Missouri (“Purchaser”).

RECITALS OF FACT

Seller has agreed to contribute, assign, transfer and convey to Purchaser, and Purchaser has agreed to accept and assume certain personal property located at the surface parking lot at 946 E. Trafficway Street, Springfield, MO, and commonly known as “Main Parking Lot” (the “Main Parking Lot”):

NOW, THEREFORE, incorporating the foregoing recitals of fact, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

ARTICLE I **SALE OF FF&E**

Section 1.1. Sale. Seller hereby contributes, assigns, conveys and transfers to Purchaser, and Purchaser hereby accepts, as is, where is, with all faults, without any warranty or recourse whatsoever, all Sellers’ right, title and interest in and to all tangible personal property located at the Main Parking Lot (the “Tangible Personal Property”).

ARTICLE II **ASSIGNMENT OF INTANGIBLE FF&E**

Section 2.2. Assignment. Seller hereby sells, assigns and transfers to Purchaser, without warranty or recourse, all of Sellers’ right, title and interest in and to all equipment leases, contracts, naming rights, warranties, licenses and permits, plans and specifications, intellectual property and books and records, held or used exclusively in connection with the Main Parking Lot (collectively, the “Intangible Personal Property”).

Section 2.1 Assumption. Purchaser hereby accepts the foregoing assignment, and assumes the Intangible Personal Property, and agrees to timely keep, perform and discharge all liabilities and obligations of Seller under the Intangible Personal Property.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 2.1 Governing Law and Jurisdiction. This Bill of Sale shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

Section 2.2 Entire Agreement. This Bill of Sale and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

Section 2.3 Amendments and Waivers. This Bill of Sale may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

Section 2.4 Assignment; Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties hereto. Any assignment by a party hereto requires consent of the other parties hereto except that any party may assign its rights and obligations hereunder to an affiliate of such party. There shall be no third-party beneficiaries to this Bill of Sale.

Section 2.5 Severability. If any provision of this Bill of Sale shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Bill of Sale shall not in any way be affected or impaired thereby and shall continue in full force and effect.

Section 2.6 Counterparts. For the convenience of the parties hereto, this Bill of Sale may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 2.7 Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Bill of Sale and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF the undersigned has executed this Bill of Sale as of the day and year first above written.

SELLER:

946 East Trafficway LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

PURCHASER:

City of Springfield, Missouri,
a constitutional home rule charter municipal
corporation and political subdivision of the
State of Missouri

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney or designee

EXHIBIT E

Bill of Sale (Ancillary Parking Lot)

BILL OF SALE AND ASSIGNMENT

(Ancillary Parking Lot)

THIS BILL OF SALE AND ASSIGNMENT (the “Bill of Sale”) is executed as of _____, 20__, by 946 East Trafficway LLC, a Delaware limited liability company (“Seller”) and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, duly organized and existing under the laws of the State of Missouri (“Purchaser”).

RECITALS OF FACT

Seller has agreed to contribute, assign, transfer and convey to Purchaser, and Purchaser has agreed to accept and assume certain personal property located at the surface parking lot at 234 N. John Q Hammons Parkway Avenue, Springfield, Missouri, and commonly known as “Ancillary Parking Lot” (the “Ancillary Parking Lot”):

NOW, THEREFORE, incorporating the foregoing recitals of fact, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

ARTICLE I **SALE OF FF&E**

Section 1.1. Sale. Seller hereby contributes, assigns, conveys and transfers to Purchaser, and Purchaser hereby accepts, as is, where is, with all faults, without any warranty or recourse whatsoever, all Sellers’ right, title and interest in and to all tangible personal property located at the Ancillary Parking Lot (the “Tangible Personal Property”).

ARTICLE II **ASSIGNMENT OF INTANGIBLE FF&E**

Section 2.2. Assignment. Seller hereby sells, assigns and transfers to Purchaser, without warranty or recourse, all of Sellers’ right, title and interest in and to all equipment leases, contracts, naming rights, warranties, licenses and permits, plans and specifications, intellectual property and books and records, held or used exclusively in connection with the Ancillary Parking Lot (collectively, the “Intangible Personal Property”).

Section 2.1 Assumption. Purchaser hereby accepts the foregoing assignment, and assumes the Intangible Personal Property, and agrees to timely keep, perform and discharge all liabilities and obligations of Seller under the Intangible Personal Property.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 2.1 Governing Law and Jurisdiction. This Bill of Sale shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

Section 2.2 Entire Agreement. This Bill of Sale and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

Section 2.3 Amendments and Waivers. This Bill of Sale may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

Section 2.4 Assignment; Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties hereto. Any assignment by a party hereto requires consent of the other parties hereto except that any party may assign its rights and obligations hereunder to an affiliate of such party. There shall be no third-party beneficiaries to this Bill of Sale.

Section 2.5 Severability. If any provision of this Bill of Sale shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Bill of Sale shall not in any way be affected or impaired thereby and shall continue in full force and effect.

Section 2.6 Counterparts. For the convenience of the parties hereto, this Bill of Sale may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 2.7 Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Bill of Sale and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF the undersigned has executed this Bill of Sale as of the day and year first above written.

SELLER:

946 East Trafficway LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

PURCHASER:

City of Springfield, Missouri,
a constitutional home rule charter municipal
corporation and political subdivision of the
State of Missouri

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney or designee

EXHIBIT F

Termination of Parking Lot Agreement

TERMINATION OF PARKING AGREEMENT

THIS TERMINATION OF PARKING AGREEMENT (this "Termination") is made as of _____, 202_ (the "Effective Date"), by and between 946 East Trafficway LLC, a Delaware limited liability company ("Licensor"), and The John Q. Hammons Charitable Trust, dated May 11, 2018 ("Licensee").

RECITALS:

A. The Revocable Trust of John Q. Hammons, dated December 28, 1989 (the "Revocable Trust") and Licensor are parties to that certain Parking Agreement dated on or about May 8, 2018 (the "Parking Agreement").

B. Pursuant to that certain Assignment and Assumption of License Agreement dated May 8, 2020, the Revocable Trust assigned all of its right, title and interest to the Parking Agreement to Licensee.

C. Licensor and Licensee now wish to terminate the Parking Agreement pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination. As of the Effective Date, the Parking Agreement shall be and hereby is terminated and the Licensor and Licensee shall have no further obligations thereunder.

2. Further Assurances. Licensor and Licensee each agree to execute, upon request of the other party, such other documents as may be reasonably requested by such other party to further evidence the termination of the Parking Agreement.

3. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed an original, and which taken together, shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the day and year first above written.

LICENSOR:

946 East Trafficway LLC,
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____

LICENSEE:

John Q. Hammons Charitable Trust, dated
May 11, 2018

By: _____
Printed Name: _____
Title: _____

EXHIBIT G

Termination of Management Agreement

TERMINATION OF MANAGEMENT AGREEMENT

THIS TERMINATION OF MANAGEMENT AGREEMENT (this "Termination") is made as of _____, 202_ (the "Effective Date"), by and between _____, a _____ ("Licensor"), and _____, a _____ ("Licensee").

RECITALS:

A. Licensor and Licensee are parties to that certain Management Agreement, dated as of _____ (the "Management Agreement"), by and between Licensor and Licensee.

B. Licensor and Licensee wish to terminate the Management Agreement pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination. As of the Effective Date, the Management Agreement shall be and hereby is terminated and the Licensor and Licensee shall have no further obligations thereunder.

2. Further Assurances. Licensor and Licensee each agree to execute, upon request of the other party, such other documents as may be reasonably requested by such other party to further evidence the termination of the Management Agreement.

3. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed an original, and which taken together, shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the day and year first above written.

LICENSOR:

[Insert]

By: _____

Printed Name: _____

Title: _____

LICENSEE:

[Insert]

By: _____

Printed Name: _____

Title: _____

AMENDED AND RESTATED BALLPARK LEASE AGREEMENT

THIS AMENDED AND RESTATED BALLPARK LEASE AGREEMENT (this “Agreement”) is executed as of February ____, 2023 (the “Execution Date”), by and between the CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter municipal corporation (the “City” or “Landlord”) and SPRINGFIELD CARDINALS, LLC, a Missouri limited liability company (the “Cardinals”) and shall become effective as of the Effective Date (as hereinafter defined).

WHEREAS, the City previously entered into a long-term ground lease with JOHN Q. HAMMONS REVOCABLE TRUST created under a Trust Indenture, dated December 28, 1989, as amended and restated on November 15, 2000 (“Original Landlord”) for the John Q. Hammons Field, certain adjacent parking and other facilities located in Springfield, Missouri, all as more particularly described on Exhibit A attached hereto (collectively, the “Ballpark”);

WHEREAS, Original Landlord and the Cardinals entered into a Ballpark Lease Agreement dated as of October 7, 2004, as amended by that certain Amendment to Ballpark Lease Agreement dated February 18, 2008 (the “First Amendment”; and the original Ballpark Lease Agreement as amended by the First Amendment being referred to collectively as the “Original Lease”);

WHEREAS, on or about May 8, 2020, the Original Landlord transferred and assigned all of the Original Landlord’s rights, title and interest in and to the Ballpark, including the Original Lease, to the John Q. Hammons Charitable Trust (the “JQH Charitable Trust”);

WHEREAS, the Cardinals own and manage a professional baseball club currently known as the “Springfield Cardinals” (the “Club”) that currently plays certain Home Games at the Ballpark pursuant to the terms of the Original Lease;

WHEREAS, pursuant to that certain Purchase and Sale Agreement entered into as of February ____, 2023, between the JQH Charitable Trust and Landlord (the “Hammons Field PSA”), the City has agreed to purchase the Ballpark from the JQH Charitable Trust, such that, upon the closing of such purchase (the “Hammons Field Transfer”), the City will be the sole owner in fee of the Ballpark and the underlying land and other associated real property interests;

WHEREAS, pursuant to that certain Purchase and Sale Agreement entered into as of February ____, 2023, between Landlord and 946 East Trafficway LLC (the “Parking PSA”), the City has also agreed to purchase (i) a parcel of land (including the parking improvements located thereon) located at 946 East Trafficway, Springfield, Missouri 65802 (the “General Parking Facilities”), and (ii) a separate smaller parcel of land located at 234 N. John Q. Hammons Parkway, Springfield, Missouri 65802, such that, upon the closing of such purchase of the General Parking Facilities (the “Parking Transfer”), the City will be the sole owner in fee of the General Parking Facilities;

WHEREAS, it is expected by the parties that the Hammons Field Transfer and the Parking Transfer (collectively, the “Property Transfers”) will occur simultaneously on the same date (the “Property Transfers Closing Date”);

WHEREAS, conditioned upon the occurrence of the Property Transfers and effective as of the Property Transfers Closing Date (the “Effective Date”), the Cardinals desire to continue to lease the Ballpark and to lease the General Parking Facilities (collectively, with the Ballpark, the “Ballpark Facilities”), and the City desires to lease the Ballpark Facilities (as the direct landlord) to the Cardinals under the modified terms and conditions set forth herein; and, in connection therewith and for clarity of operations going forward, the Cardinals and the City desire to amend and restate the Original Lease in its entirety.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the City and the Cardinals hereby agree that, upon the Effective Date, the Original Lease shall be as amended, restated, replaced and substituted in its entirety as follows.

1. Recitals; Amendment and Restatement. The recitals set forth above are true and correct and incorporated herein by this reference. This Agreement, as amended and restated, hereby replaces and supersedes the Original Lease in its entirety and, together with any exhibits attached hereto, constitutes the entire undertaking between the parties hereto with respect to the matters set forth herein and supersedes any and all prior writings, agreements, arrangements and understandings, in their entirety, between the parties (and their predecessors) with respect to such matters.

2. Definitions. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the following meanings ascribed to them:

2.1 “Affiliate” shall mean, with respect to a particular party, entities controlling, controlled by or under common control with that party. For the purposes of the foregoing, ownership, directly or indirectly, of 50% or more of the voting stock or other equity interest shall be deemed to constitute control.

2.2 “Agreement” shall have the meaning set forth in the recitals of this Agreement.

2.3 “Ballpark” means the interior and exterior areas of John Q. Hammons Field, certain adjacent parking and other facilities, all as described and depicted on Exhibit A attached hereto, where Home Games are to be played by the Club.

2.4 “Ballpark Facilities” shall have the meaning set forth in the recitals of this Agreement.

2.5 “Ballpark Naming Rights” means the right to designate the official name and naming sponsor(s) of the Ballpark and/or Field as set forth in Section 14 of this Agreement.

2.6 “Baseball Season” means and includes the period of time between the first Home Game and last Home Game in any calendar year during the Term.

2.7 “Capital Fund” shall have the meaning set forth in Section 7.2 of this Agreement.

2.8 “Capital Improvements” means, collectively, all alterations, improvements, replacements and non-routine repairs (i.e., all repairs and replacements other than those required

to be performed by the Cardinals pursuant to Section 16.1) to the Ballpark Facilities that are necessary to (i) maintain the Ballpark Facilities in a safe and sound condition that is competitive with other ballparks in the league in which the Club is competing (as determined by the Cardinals in its discretion); and (ii) ensure that the Ballpark Facilities comply with all MLB PDL requirements (including, without limitation, PDL Operating Guidelines and PDL Rules and Regulations) and Legal Requirements; including, without limitation, such alterations, improvements, replacements and non-routine repairs as may be necessary in accordance with foregoing provisions to the foundations, exterior load-bearing walls, and other structural elements of the Ballpark Facilities as well as to the video board and HVAC, mechanical, electrical and plumbing systems installed in the Ballpark Facilities.

2.9 “Cardinals” shall have the meaning set forth in the recitals of this Agreement.

2.10 “Cardinals Event” means any event conducted by or for the Cardinals at the Ballpark, including but not limited to Home Games, fantasy camps, youth camps, youth instructional and like activities conducted by or for the Cardinals at the Ballpark Facilities, but excluding MSU Baseball Events and Co-Sponsored Events.

2.11 “Cardinals Exclusive Use Areas” means the spaces identified as exclusive to Cardinals set forth in Section 5.3.3 of this Agreement.

2.12 “Cardinals Users” shall have the meaning set forth in Section 5.

2.13 “CID” shall have the meaning set forth in Section 19.1 of this Agreement.

2.14 “City” shall have the meaning set forth in the recitals of this Agreement.

2.15 “Club” shall have the meaning set forth in the recitals of this Agreement.

2.16 “Commissioner” means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person or body succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

2.17 “Concessions” means all food and all alcoholic and nonalcoholic beverage products sold and/or distributed at the Ballpark Facilities including, but not limited to, meals, snacks, confections, candies and all other food products.

2.18 “Concessions Equipment” shall have the meaning set forth in Section 12.2 of this Agreement.

2.19 “Condemnation” shall have the meaning set forth in Section 23.1 of this Agreement.

2.20 “Co-Sponsored Events” means events co-sponsored by the Cardinals and Landlord as may be mutually agreed and determined by the parties.

2.21 “Default” shall have the meaning set forth in Section 25 of this Agreement.

2.22 “Defaulting Party” shall have the meaning set forth in Section 25 of this Agreement.

2.23 “Default Rate” means an annual rate of interest equal to ten percent (10%) per annum.

2.24 “Effective Date” shall have the meaning set forth in the recitals of this Agreement.

2.25 “Environmental Laws” means any and all currently existing or subsequently enacted or effective federal, state, and local laws, statutes, codes, rules, regulations, ordinances, orders, standards, permits, licenses and requirements (including, but not limited to, consent decrees, judicial decisions and administrative orders) and any amendments, implementing regulations and reauthorizations thereto in effect during the Term regulating, dealing with, pertaining to or imposing liability or standards of conduct concerning the use, exposure, generation, manufacture, transportation, treatment, storage, disposal, emission, release, discharge, remediation, or abatement of hazardous substances. or the preservation, conservation or regulation of the environment in any manner,

2.26 “Event” means a Cardinals Event, an MSU Baseball Event or a Co-Sponsored Event.

2.27 “Execution Date” shall have the meaning set forth in the recitals of this Agreement.

2.28 “Field” means the baseball playing field within the Ballpark.

2.29 “First Amendment” shall have the meaning set forth in the recitals of this Agreement.

2.30 “Force Majeure” shall have the meaning set forth in Section 29.4 of this Agreement.

2.31 “Fund Holding Bank” shall have the meaning set forth in Section 7.1 of this Agreement.

2.32 “Funds” shall have the meaning set forth in Section 7.2 of this Agreement.

2.33 “General Parking Facilities” shall have the meaning set forth in the recitals of this Agreement.

2.34 “Hammons Field PSA” shall have the meaning set forth in the recitals of this Agreement.

2.35 “Hammons Field Transfer” shall have the meaning set forth in the recitals of this Agreement.

2.36 “Home Game” means any pre-season, regular season or post-season baseball game to be played in accordance with the schedule established by MLB PDL in which the Club acts as

host team for its opponent at the Ballpark (that is, the Club takes the field in the first half of each inning and bats in the last half of each inning of such game).

2.37 “Initial Capital Improvements” shall have the meaning set forth in Section 16.3 of this Agreement.

2.38 “Initial Landlord Capital Contribution” shall have the meaning set forth in Section 7.2 of this Agreement.

2.39 “JQH Charitable Trust” shall have the meaning set forth in the recitals of this Agreement.

2.40 “Landlord” shall have the meaning set forth in the recitals of this Agreement.

2.41 “Legal Requirements” means all federal, state, county, municipal and other governmental laws (including applicable constitutions), ordinances, codes, rules, regulations, permits, approvals, licenses, statutes and orders (including court and administrative agency orders), all covenants and restrictions of record and the requirements of all fire insurance underwriters or rating bureaus, applicable to the Ballpark Facilities.

2.42 “Luxury Suites” means each of the private suites to be licensed or otherwise rented on an annual, monthly, daily, or other basis, which are located in the Luxury Suite area of the Ballpark, as such area and suites are currently identified on Exhibit B attached hereto (including, without limitation, the Hammons Suite and the Press Suites), and any other areas in the Ballpark that are converted to a Luxury Suite in the future.

2.43 “Merchandise Concessions” means any and all merchandise offered for sale at the Ballpark including but not limited to, any novelties, toys, souvenirs, binoculars, seat cushions, souvenirs, scorecards, yearbooks, publications, promotional materials, clothing, garments, proprietary and/or logo bearing athletic or sports clothing, gear and accessories and such other similar merchandise.

2.44 “Major League Baseball” or “MLB” means, depending on the context, any or all of (a) the Office of the Commissioner of Baseball, each other MLB PDL Entity and/or all boards and committees thereof and/or (b) the Major League Clubs acting collectively.

2.45 “Major League Baseball Club” or “Major League Club” means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

2.46 “Major League Constitution” means the Major League Constitution adopted by the Major League Clubs as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

2.47 “MLB PDL” means, depending on the context, any or all of (i) MLB Professional Development Leagues, LLC, a Delaware limited liability company, and/or (ii) the boards, committees and subcommittees related thereto.

2.48 “MLB PDL Entity” means each of MLB PDL, the Office of the Commissioner of Baseball, MLB Advanced Media, L.P. and/or any of their respective present or future affiliates, assigns or successors.

2.49 “MSU” means Missouri State University (formerly known as Southwest Missouri State University).

2.50 “MSU Baseball Event” means any MSU Home Baseball Game or Other MSU Baseball Event.

2.51 “MSU Home Baseball Game” means any baseball game played at the Ballpark by the MSU collegiate baseball team.

2.52 “MSU Suite Rental” shall have the meaning set forth in Section 10.1 of this Agreement.

2.53 “New Ballpark Taxes” shall have the meaning set forth in Section 19.2 of this Agreement.

2.54 “Non-Defaulting Party” shall have the meaning set forth in Section 25 of this Agreement.

2.55 “Office Space” means the space in the Ballpark provided to the Cardinals for its administrative offices.

2.56 “Operating Fund” shall have the meaning set forth in Section 7.1 of this Agreement.

2.57 “Other MSU Baseball Events” means practices conducted by the MSU collegiate baseball team at the Ballpark as mutually agreed upon by Landlord and the Cardinals as well as all other MSU baseball activities conducted at the Ballpark as mutually agreed upon by Landlord and the Cardinals.

2.58 “Original Landlord” shall have the meaning set forth in the recitals of this Agreement.

2.59 “Original Lease” shall have the meaning set forth in the recitals of this Agreement.

2.60 “Parking PSA” shall have the meaning set forth in the recitals of this Agreement.

2.61 “Parking Transfer” shall have the meaning set forth in the recitals of this Agreement.

2.62 “PDL Approval” means, any approval, consent or no-objection letter required to be obtained from MLB PDL or any other MLB PDL Entity pursuant to the PDL Rules and Regulations.

2.63 “PDL Club” means a professional baseball club participating in the Professional Development League System pursuant to a player development license agreement between the

owner of such club and MLB PDL pursuant to which such owner has been granted the right to participate in the Professional Development League System.

2.64 “PDL Governance Agreement” means that certain Professional Development Leagues Governance Agreement, effective as of February 12, 2021, by and between MLB PDL and each Club, as may be amended, modified, supplemented or restated from time to time.

2.65 “PDL Governing Documents” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (i) the Major League Constitution, (ii) the Major League Rules (and all attachments thereto), (iii) the PDL Operating Guidelines, (iv) the PDL Governance Agreement and (v) the PDL License Agreements.

2.66 “PDL License Agreement” means each player development license agreement entered into between a PDL Club and MLB PDL pursuant to which such PDL Club has been granted the right to participate in the Professional Development League System, including, without limitation, the Springfield PDL License Agreement.

2.67 “PDL Operating Guidelines” means the rules, regulations, policies and procedures set forth as operating guidelines that are applicable to each PDL Club that is party to a PDL License Agreement between each such PDL Club and MLB PDL, as the same may be amended or otherwise updated from time to time.

2.68 “PDL Rules and Regulations” means (i) the PDL Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, MLB PDL or any other MLB PDL Entity or the Major League Clubs acting collectively that are specifically related to or generally applicable to the Professional Development League System or the PDL Clubs, including, without limitation, agreements or arrangements entered into pursuant to the PDL Governing Documents, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, MLB PDL or any other MLB PDL Entity as in effect from time to time that are specifically related to or generally applicable to the Professional Development League System or one or more of the PDL Clubs.

2.69 “Person” means any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, limited liability partnership, professional association, governmental body or entity or any other legal entity or business or investment enterprise.

2.70 “Professional Development League System” means a system of professional baseball leagues comprised of professional baseball clubs that compete at different levels and serve to assist with the development of players for clubs that participate in Major League Baseball.

2.71 “Property Transfers Closing Date” shall have the meaning set forth in the recitals of this Agreement.

2.72 “Property Transfers” shall have the meaning set forth in the recitals of this Agreement.

2.73 “Rental Fee” shall have the meaning set forth in Section 6 of this Agreement.

2.74 “Signs” shall have the meaning set forth in Section 15 of this Agreement.

2.75 “Springfield PDL License Agreement” shall mean that certain player development license agreement entered into between Cardinals and MLB PDL pursuant to which the Club has been granted the right to participate in the Professional Development League System.

2.76 “Team Store” shall have the meaning set forth in Section 5.3.3 of this Agreement.

2.77 “Term” shall have the meaning set forth in Section 3 of this Agreement.

3. Term. The term of this Agreement (the “Term”) shall begin as of the Effective Date and shall expire on December 31, 2037, unless otherwise terminated earlier pursuant to this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be effective unless the Property Transfers occur, and, if the Property Transfers do not occur prior to the termination or expiration of the Hammons Field PSA or Parking PSA, this Agreement shall terminate upon any such termination or expiration of the Hammons Field PSA or Parking PSA.

4. Certain Covenants of the Parties.

4.1 Home Field Commitment. So long as Landlord is not in Default, the Cardinals covenant and agree that it shall, during the Term, subject to the PDL Rules and Regulations, utilize the Ballpark for all Home Games, except for (a) any Home Games that cannot be played at the Ballpark as a result of a Force Majeure, and (b) any Home Games cancelled, scheduled, rescheduled or otherwise required by MLB PDL (or such other professional baseball league or association in which the Club is a participant) to be played at a location other than the Ballpark.

4.2 Springfield PDL License Agreement. For each Baseball Season during the Term of this Agreement, the Cardinals shall maintain the Springfield PDL License Agreement. The Cardinals shall, during the Term of this Agreement, abide by the PDL Rules and Regulations or the all rules and regulations of such other professional baseball league or association in which the Club is a franchise participant. The costs and responsibility for making certain improvements to the Ballpark Facilities as may be required by MLB PDL and the PDL Rules and Regulations are more particularly set forth in Sections 16.2 and 16.3 below.

4.3 Compliance with Environmental Laws. Each party agrees that it shall not knowingly use, handle, store or permit the use, handling or storage of hazardous materials in violation of Environmental Laws at the Ballpark Facilities and shall at all times comply with all requirements of Environmental Laws.

4.4 Special Events. The Cardinals shall use good faith efforts to line up special events at the Ballpark suitable for being held in a stadium (the parties’ rights and obligations with respect to revenues and expenses pertaining to such special events are set forth in Section 8 below).

5. Use of Ballpark. The Cardinals, its Affiliates, and its and their partners, officers, employees, licensees, concessionaires, franchisees, independent contractors and permittees

(“Cardinals Users”) shall have the right to use the Ballpark Facilities for the uses set forth in this Section, throughout the Term of and in accordance with the requirements of this Agreement.

5.1 Cardinals Use. Cardinals Users may use the Ballpark Facilities for the following purposes:

5.1.1 For all Home Games.

5.1.2 To use the Office Space for any office and administrative use, in the pursuit of any aspect of the business and operations of the Cardinals.

5.1.3 To use the Team Store for the sale of Merchandise Concessions and/or other synergistic uses open to the general public as set forth in this Agreement.

5.1.4 To sell Concessions and Merchandise Concessions as set forth in this Agreement.

5.1.5 To sell space in the Ballpark for advertising and signage as set forth in this Agreement.

5.1.6 To use the Indoor Training Facility (as identified and depicted on Exhibit C hereto), subject to the terms of Section 5.3.4 of this Agreement.

5.1.7 For conducting Cardinals Events and Co-Sponsored Events pursuant to the procedures and consents as set forth in this Agreement.

5.1.8 For any other lawful business purposes not otherwise prohibited by the terms of this Agreement.

5.2 Priority of Use. Use of the Ballpark Facilities shall be allocated in accordance with the following order of priority:

5.2.1 Home Games;

5.2.2 MSU Home Baseball Games;

5.2.3 Other Cardinals Events;

5.2.4 Co-Sponsored Events; and

5.2.5 Other MSU Baseball Events.

5.3 Use of Premises.

5.3.1 Subject to the terms of this Agreement, the Cardinals shall have the exclusive right to schedule, exhibit, promote, and stage Events (other than MSU Baseball Events) at the Ballpark Facilities and shall have the right to use all areas of the Ballpark Facilities for all Events.

5.3.2 Subject to the terms of this Agreement, Landlord shall have the exclusive right to schedule, exhibit and promote MSU Baseball Events in the Ballpark in accordance with the applicable provisions of this Agreement.

5.3.3 The Cardinals shall have the exclusive right to occupy and use the non-public areas of the Ballpark Facilities, as well as the Indoor Training Facility, on a year-round basis, to be known as Cardinals Exclusive Use Areas, which currently include the following areas, which are more particularly identified and depicted on Exhibit D hereto, and any other areas in the Ballpark Facilities that are converted to a non-public area in the future in accordance with the terms of this Agreement:

- a. Cardinals Locker Room/Clubhouse (including the training rooms and the exercise and batting cage facilities, but excluding the MSU Locker Room/Clubhouse identified and depicted on Exhibit D hereto);
- b. Umpires Dressing Room;
- c. Visiting Team Locker Room/Clubhouse;
- d. Office Space;
- e. An area set aside as a permanent store (“Team Store”) to sell Merchandise Concessions and related storage areas for such merchandise;
- f. All areas at, in or around the Ballpark used to prepare, operate, provide or sell Concessions, including, without limitation, any and all stands, booths, bars, kiosks, pantry areas, kitchens, commissaries, food and beverage storage areas, food and beverage cleaning areas, and concession offices;
- g. Cardinals Storage Areas and Equipment Rooms (for purposes of clarification and notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that the current Cardinals Storage Areas and Equipment Rooms are as depicted on Exhibit D attached);
- h. Cardinals Player and Staff Parking Area;
- i. Visiting Team Parking Area;
- j. Ticket Office and related storage areas; and
- k. General Parking Facilities.

Notwithstanding anything to the contrary herein, the Cardinals agree to allow Landlord entry to the Cardinals Exclusive Use Areas at reasonable times and upon Landlord’s prior reasonable notice, for any inspections necessary and related to Landlord’s

obligations set forth in this Agreement (except in the event of any emergency, the requirement of notice to the Cardinals prior to Landlord's entry shall be waived). In addition, the Cardinals agree to allow Landlord access to the Cardinals Exclusive Use Areas for such purposes as are reasonably necessary to conduct MSU Baseball Events at the Ballpark Facilities; provided, however, that neither Landlord nor MSU nor any of their respective agents or representatives shall have access to the Cardinals Locker Room/Clubhouse, the Cardinals Training Room or the Umpires Dressing Room in connection with MSU Baseball Events without the Cardinals' prior written consent. Other than as expressly stated herein, Landlord may only use Cardinals Exclusive Use Areas when specifically permitted in writing by the Cardinals. Notwithstanding anything to the contrary herein, the Cardinals agree to allow Landlord reasonable access to the MSU Locker Room/Clubhouse through the lobby area of the Cardinals Locker Room/Clubhouse for the purposes of conducting MSU Baseball Events at the Ballpark Facilities.

5.3.4 Notwithstanding anything to the contrary herein, the Cardinals shall retain exclusive control over the Indoor Training Facility adjacent to the Ballpark (as identified and depicted on Exhibit C) as a Cardinals Exclusive Use Area and shall have the exclusive right to all revenues relating to the use of the Indoor Training Facility and shall be responsible for all expenses incurred in connection with the Indoor Training Facility, including, without limitation, all maintenance, repairs and utilities (subject to the provisions of this agreement pertaining to capital repairs and improvements, as more particularly set forth in Sections 7.2 and 16.2). For avoidance of doubt, the Cardinals shall be responsible for all expenses incurred in connection with such MSU Baseball Event related uses, if any, of the Indoor Training Facility as may be agreed upon by the parties pursuant to the terms of this Agreement.

6. Rental Fee. As consideration for granting all of the rights to the Cardinals under this Agreement, the Cardinals shall pay an annual rental fee to Landlord (to be deposited in the applicable Fund as more particularly set forth in Section 7 below) of Six Hundred Fifty Thousand Dollars (\$650,000.00) (the "Rental Fee"), which Rental Fee shall increase by three percent (3%) on an annual basis upon commencement of each Baseball Season, commencing with the 2024 Baseball Season. The Rental Fee shall be paid in equal semi-annual-installments payable on March 1 and August 1 of each year during the Term. Landlord shall provide the Cardinals an invoice for each such payment at least thirty (30) days in advance of the applicable payment date.

7. Operating Fund and Capital Fund.

7.1 Operating Fund. The first Three Hundred Thousand Dollars (\$300,000.00) of the annual Rental Fee shall be deposited at a Federally insured financial institution (the "Fund Holding Bank") in an interest bearing commercial account established by the Landlord in the name of Landlord and in trust and for the benefit of Landlord, from funds initially provided by Landlord (the "Operating Fund"). The parties acknowledge and agree that Landlord is the legal and beneficial owner of all funds on deposit in the Operating Fund, provided that the parties shall reasonably cooperate and execute such additional commercially reasonable documentation as may be required to enable the Cardinals to draw on the Operating Fund for the purposes set forth in this Agreement. The Cardinals may utilize the Operating Fund for payment of any costs and

expenses relating to the operation of the Ballpark, including, without limitation, any operating costs relating to any MSU Baseball Events or any other Events conducted at the Ballpark other than Co-Sponsored Events. The Cardinals shall be responsible for such operating costs (including, without limitation, those in connection with MSU Baseball Events) in excess of amounts available in the Operating Fund, and Landlord will have no responsibility for such excess operating costs. Any amounts remaining in the Operating Fund at the end of each calendar year shall be deposited into the Capital Fund.

7.2 Capital Fund. The balance of the annual Rental Fee (i.e., such portions of the annual Rental Fee that are not deposited into the Operating Fund) shall be deposited with the Fund Holding Bank in an interest bearing commercial account established by the Landlord in the name of Landlord and in trust and for the benefit of Landlord, from funds initially provided by Landlord (the “Capital Fund”; and, collectively with the Operating Fund, the “Funds”). The parties acknowledge and agree that Landlord is the legal and beneficial owner of all funds on deposit in the Capital Fund, provided that the parties shall reasonably cooperate and execute such additional commercially reasonable documentation as may be required to enable the Cardinals to draw on the Capital Fund for the purposes set forth in this Agreement. Amounts available in the Capital Fund shall be used for purposes of making capital repairs and improvements to the Ballpark, as more particularly set forth in Sections 16.2 and 16.3, as well as for such other purposes as are expressly set forth in this Agreement. Upon the Effective Date, Landlord shall deposit Four Million Dollars (\$4,000,000.00) into the Capital Fund (the “Initial Landlord Capital Contribution”); which funds shall be utilized for purposes more particularly set forth in Section 16.3 below. Any amounts remaining in the Capital Fund at the expiration of the Term or earlier termination of this Agreement shall be distributed to Landlord.

8. Operating Rights; Revenue Sharing. Except for those rights specifically reserved by Landlord herein, Landlord hereby grants to the Cardinals the sole and exclusive right to manage and operate the Ballpark Facilities during the Term. Unless otherwise specifically set forth in this Agreement, revenues generated and expenses incurred by both Cardinals and Landlord with respect to the use of the Ballpark Facilities during the Term of this Agreement shall be allocated and paid as hereinafter specified.

8.1 Cardinals Events. All revenues derived from any Cardinals Event shall be retained by the Cardinals and all expenses directly related to any Cardinals Event shall be the sole obligation of the Cardinals (provided that the Cardinals may apply amounts available in the Operating Fund towards such expenses).

8.2 MSU Baseball Events. Rental payments made by MSU to Landlord pursuant to the lease of the Ballpark by and between Landlord and MSU for MSU Baseball Events shall be retained by Landlord, provided, however, that certain revenues attributable to MSU Baseball Events shall be deposited into the Operating Fund as hereinafter set forth. Except as otherwise mutually agreed by the parties in writing and subject to the terms of this Agreement, Landlord shall be responsible for all operations of the Ballpark Facilities during MSU Baseball Events and shall have the right to assign such responsibility to MSU for such MSU Baseball Events; provided, however, that, notwithstanding the foregoing, the Cardinals shall, for all MSU Baseball Events, have the exclusive right, in a manner consistent with past practice of the Cardinals during the course of operations that were conducted during the term of the Original Lease, to (i) prepare,

maintain and restore the Field, (ii) clean the Ballpark after each such MSU Baseball Event (including trash pickup, pressure washing, restroom cleaning, and cleaning and maintaining clubhouses/locker rooms, dugouts, training rooms, team shower areas, umpire dressing rooms, pressbox, Concession areas, and ticket offices of the Ballpark), (iii) provide security, (iv) operate the video board, and (v) exercise any and all such other exclusive rights otherwise provided to the Cardinals under this Agreement. Any net revenues collected by the Cardinals that are derived from MSU Baseball Events shall, after deducting any expenses incurred by Cardinals in connection with such MSU Baseball Events, be deposited into the Operating Fund. If the expenses incurred by the Cardinals in connection with a MSU Baseball Event exceed the revenues collected by the Cardinals from such MSU Baseball Event and amounts are not available in the Operating Fund to pay such losses, the net losses shall be the obligation of the Cardinals. Notwithstanding anything to the contrary set forth in this Agreement, net profits derived from Concessions sold at MSU Baseball Events shall be paid to Landlord.

8.3 Co-Sponsored Events. With respect to up to two (2) annual Co-Sponsored Events mutually agreed and determined by the parties, the Cardinals and Landlord shall be equally entitled to profits and equally responsible for losses.

8.4 Reporting and Payment. Within sixty (60) days following the end of each applicable calendar quarter, the Cardinals shall provide a quarterly report to Landlord setting forth the revenues generated by and the expenses associated with MSU Baseball Events and Co-Sponsored Events held at the Ballpark during such calendar year. Additionally, the report shall identify any deposits made into the Operating Fund and Capital Fund for any reason and any expenses paid from the Operating Fund and Capital Fund and be accompanied by payment of any amounts due to Landlord under this Section and a bill for any expenses due the Cardinals which bill shall be paid by Landlord within thirty (30) days after the date of such report.

9. Parking.

9.1 Cardinals Player, Staff and Visitor Parking. At all times during the Term hereof, the Cardinals shall have the exclusive right to use, at no additional cost, the parking areas depicted on Exhibit E as the Cardinals Player and Staff Parking Area and Visiting Team Parking Area. The Cardinals shall be responsible, at its sole cost and expense, for maintaining, operating and monitoring the Cardinals Player and Staff Parking Area and the Visiting Team Parking Area.

9.2 General Parking Facilities. Pursuant to the Parking PSA, Landlord will purchase the General Parking Facilities and the value of the parking improvements on the land underlying the General Parking Facilities, as determined by mutual agreement of the parties, may be reimbursed to Landlord out of the Capital Fund. The parties further agree that, notwithstanding anything to the contrary set forth herein, (i) the operation of the General Parking Facilities will be managed by the Cardinals, (ii) the General Parking Facilities will be open to the public and operated year-round in a manner mutually and reasonably agreed upon by the parties, and (iii) all parking revenues derived from the General Parking Facilities (less operating costs, maintenance costs and upkeep costs) will be deposited by Cardinals into the Capital Fund.

10. Luxury Suites.

10.1 Luxury Suites Generally. The Cardinals shall have the exclusive right to lease, license or rent on an annual or other basis the use of the Luxury Suites for all events other than MSU Home Baseball Games, and shall retain all revenues therefrom. In addition, the Cardinals shall have the exclusive right to lease, license or rent, on an annual or other basis, and shall have the obligation to market and sell on Landlord's behalf, the use of the Luxury Suites for MSU Home Baseball Games; provided, however that (a) the Cardinals shall promptly deposit into the Operating Fund all rental or license fees received by Cardinals for the Luxury Suites for MSU Home Baseball Games (subject to the fee split below with respect to excess fees), (b) the Cardinals may not lease, license or rent a Luxury Suite for Home Games on a full, half or quarter season basis, unless such Luxury Suite is also leased, licensed or rented during an equivalent time period for MSU Home Baseball Games, and (c) unless otherwise mutually agreed by the parties, the annual rental or license fee for the use of each Luxury Suite for MSU Baseball Events (the "MSU Suite Rental") shall be not less than \$6,000. If the sum of (i) the annual rental or license fee for the use of each Luxury Suite for Home Games, and (ii) the MSU Suite Rental for such applicable Luxury Suite exceeds \$37,500, then the Cardinals shall be entitled to one-half (1/2) of such excess amount and the remainder of such excess amount shall be deposited into the Operating Fund.

10.2 City Suite/Suite 14. Landlord shall have the right to use Luxury Suite 14 for all Events at no charge.

11. Tickets. The Cardinals shall have the right to print, sell and collect all tickets for admission to any Event which is scheduled, promoted and played at the Ballpark. All net revenues generated by the sale of admission tickets to such Events shall be collected by Cardinals, and, after deducting all applicable expenses incurred by the Cardinals, any net profits from the Event at which such revenues were generated shall be distributed to the parties (or deposited in the applicable Fund) as set forth in Sections 7 and 8 of this Agreement.

12. Food & Beverage Concessions.

12.1 Exclusive Right. The Cardinals or its Affiliate shall have the exclusive right during the Term of this Agreement to operate, or license or permit others to operate or provide any and all Concessions at, in or around the Ballpark Facilities. All net revenues generated by the sale of such Concessions shall be collected by Cardinals and, after deducting all applicable expenses incurred by the Cardinals, any net profits from the Event at which such revenues were generated shall be distributed to the parties as set forth in Sections 7 and 8 of this Agreement.

12.2 Responsibilities of Landlord and Cardinals. All commissary, kitchen, concourse and other fan area food and beverage and catering equipment (collectively, the "Concessions Equipment") currently present at the Ballpark shall be deemed owned by the Cardinals or its concessionaire. The Cardinals may maintain, repair and replace the Concessions Equipment during the Term in such manner as the Cardinals determine to be appropriate for the ongoing provision of Concessions.

12.3 Pouring and Branding Rights and Sponsorship Agreements. The Cardinals may enter into such pouring rights, branding rights and sponsorship agreements as it deems acceptable

for Events at the Ballpark Facilities. Any such rights fees payable pursuant to such agreements shall be the sole property of Cardinals.

12.4 Conditions of Sale of Alcoholic Beverages. The Cardinals shall have the exclusive right to sell, or contract for the sale of, alcoholic beverages within the Ballpark Facilities upon the following conditions:

12.4.1 The sale of alcoholic beverages in the Ballpark shall be accomplished only in accordance with all applicable federal, state, and local statutes, regulations, and ordinances governing the same.

12.4.2 Landlord agrees to reasonably cooperate with the Cardinals (or its Affiliate) in its obtaining such approvals as may be required for the sale of alcoholic beverages at the Ballpark Facilities.

12.5 Merchandise Concessions.

12.5.1 The Cardinals shall have the exclusive right at its sole cost and expense to sell or provide for the sale of Merchandise Concessions at the Ballpark Facilities. All net revenues generated by the sale of Merchandise Concessions shall be collected by the Cardinals and, after deducting all applicable expenses incurred by the Cardinals, any net profits from the Event at which the revenues were generated shall be distributed to the parties (or deposited in the applicable Fund) as set forth in Sections 7 and 8 of this Agreement (for avoidance of doubt, net revenues generated by the sale of MSU merchandise by the Cardinals at MSU Baseball Events shall be distributed to Landlord).

12.5.2 The Cardinals may furnish kiosk space in the Ballpark concourses for such purposes. Cardinals shall also have the exclusive right to sell Merchandise Concessions at all times during the Term of this Agreement in a Team Store area and retain all revenue derived therefrom.

12.5.3 All costs and expenses related to operating such sales and outfitting of such Team Store and kiosk space shall be borne by the Cardinals.

13. Broadcast Rights. The Cardinals shall have the exclusive right to broadcast, televise, and cablecast all Events held in the Ballpark during the Term of this Agreement. The Cardinals shall exercise its right to broadcast, televise, and cablecast such Events at such times and in such manner as it shall consider appropriate. All net revenues generated by the Cardinals exercise of its rights in this Section 13 shall be collected by the Cardinals, and, after deducting all applicable expenses incurred by the Cardinals, any net profits from the Event at which such revenues were generated shall be distributed to the parties (or deposited in the applicable Fund) as set forth in Sections 7 and 8 of this Agreement.

14. Ballpark Naming Rights. The Cardinals shall have the right during the Term to designate the official name(s) and/or designate a naming sponsor or sponsors of the Ballpark and/or Field (collectively, the “Ballpark Naming Rights”), provided, however, that the name of the Ballpark and Field shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any intellectual property created by the

Cardinals or its naming sponsor(s) relating to the name of the Ballpark and/or Field pursuant to the Ballpark Naming Rights shall be owned by the Cardinals or its naming sponsor(s). All revenues generated from the Ballpark Naming Rights (after reasonable expenses incurred by the Cardinals in connection with entering into a Ballpark Naming Rights agreement have first been deducted) shall be deposited into the Capital Fund. Notwithstanding anything to the contrary herein, to the extent Landlord owns rights in the name and image of the Ballpark and Field, Landlord hereby grants to the Cardinals an irrevocable, worldwide, non-exclusive, royalty-free license, with the right to sublicense, to use the name and image of the Ballpark and Field. The Cardinals or its naming sponsor(s) may, on their own behalf and/or in the name of Landlord, file such registrations as are appropriate to protect the use of the name and image of the Ballpark and Field and any marks associated therewith, and Landlord hereby appoints the Cardinals and its naming sponsor(s) as its agents to file any such registrations.

15. Advertising and Signs. Subject to the terms of any agreement the Cardinals may enter into for the sale of Ballpark Naming Rights, the Cardinals shall have the exclusive right to sell advertising on permanent or temporary signs, message boards, scoreboards, posters and any other printed display or advertising space of any kind and any nature (collectively “Signs”) in or on the Ballpark Facilities (including the exterior and interior of the Indoor Training Facility) for all Events and retain the revenue therefrom; provided, however, that the locations of the Signs shall be generally consistent with the locations of signs and other advertising space at Busch Stadium in St. Louis, Missouri.

16. Care of Premises.

16.1 Ordinary Repair and Maintenance. During the Term of this Agreement, the Cardinals shall keep and maintain the Ballpark Facilities and all equipment, machinery and fixtures located thereon in good, clean, safe and sanitary condition and the Cardinals will maintain the Field and all landscaping at the Ballpark Facilities, perform ordinary maintenance required to keep the Ballpark Facilities in a neat and orderly condition, free of litter and debris, be responsible for snow and ice removal, and for performing ordinary maintenance to preserve the safe condition of all structures and facilities located in or about the Ballpark Facilities. The Cardinals may use amounts in the Operating Fund for purposes of paying such ordinary repair and maintenance costs, but to the extent such costs exceed funds available in the Operating Fund any additional necessary amounts required to pay such costs shall be paid by the Cardinals.

16.2 Capital Improvements. The Cardinals shall also have the right and responsibility to make Capital Improvements in full compliance with all Legal Requirements; provided, however, that in no event shall the Cardinals be required to make any Capital Improvements unless amounts are available in the Capital Fund to pay the cost of such Capital Improvements. In connection therewith, the Cardinals shall perform such Capital Improvements in a manner so as to keep the Ballpark free of mechanic’s liens resulting from work done on the Ballpark Facilities by the Cardinals, its employees and independent contractors. The Cardinals may use funds available in the Capital Fund to pay the cost of such Capital Improvements, subject to the terms of Section 16.3. If and to the extent that there are no amounts remaining in the Capital Fund, Landlord and the Cardinals shall meet and confer regarding the handling the additional costs and shall each be responsible for fifty percent (50%) of the additional costs of any Capital Improvements mutually agreed upon by Landlord and the Cardinals (both acting reasonably). However, unless such

Capital Improvements are mutually agreed upon by Landlord and the Cardinals, neither party will have any further responsibility for such Capital Improvements or any additional costs thereof. Nonetheless, if Landlord and the Cardinals are unable to agree on such Capital Improvements, the Cardinals may, at its own cost, fund any such additional Capital Improvements if there are no amounts remaining in the Capital Fund; provided, however, that, with Landlord's approval (not to be unreasonably withheld, conditioned or delayed), the Cardinals may obtain reimbursement of such costs from future contributions to the Capital Fund.

16.3 Initial Capital Improvements. Landlord and the Cardinals have both pre-approved the installation of Capital Improvements that are intended to achieve compliance with PDL Rules and Regulations (including, without limitation, the PDL Operating Guidelines) and other Capital Improvements, including, without limitation, those Capital Improvements described on Exhibit F attached hereto and incorporated herein by reference (the "Initial Capital Improvements"). The Cardinals shall have the right to modify the Initial Capital Improvements, subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Withholding agreement by Landlord shall be deemed unreasonable if such refusal to agree results in the Cardinals' inability to meet required MLB PDL facility standards. The Cardinals shall exercise reasonably diligent efforts to complete the Initial Capital Improvements within five (5) years of the Effective Date. The Cardinals may apply funds from the Initial Landlord Capital Contribution towards the cost of the Initial Capital Improvements. To the extent the cost of the Initial Capital Improvements exceeds the Initial Landlord Capital Contribution, (i) Landlord and the Cardinals will meet and confer about handling costs that exceed the estimated cost prior to those costs being incurred; and (ii) the Cardinals and Landlord shall each be responsible for fifty percent (50%) of such additional costs. To the extent that the cost of the Initial Capital Improvements is less than the Initial Landlord Capital Contribution (and all Initial Capital Improvements have been completed), then the Cardinals may use such remaining funds for such purposes as the Capital Fund is otherwise permitted to be used for pursuant to the terms of this Agreement.

16.4 Compliance with Legal Requirements. The Cardinals agree that it and all its agents, employees and contractors shall comply with, observe and perform all Legal Requirements with respect to its maintenance and repair obligations as set forth above (provided that the Cardinals may apply amounts in the Capital Fund and Operating Fund towards the costs of such compliance, subject to the terms and conditions more particularly set forth above).

17. Utilities. The Cardinals will be responsible for all electricity, gas, water, trash pickup, any and all utilities and/or other services required in order that the Cardinals may occupy and use the Ballpark Facilities as described herein; provided, however, that charges for these utilities and other services may be reimbursed to the Cardinals from the Operating Fund.

18. Event Expense Obligations. Subject to reimbursement from the Operating Fund, the Cardinals shall, in addition to its other duties and obligations hereunder, provide, be responsible for, and pay for all Event related services including but not be limited to, pre-game ground crews, game ground crews, internal venue Event security, ticket takers, ushers, medical staff, first aid station, housekeeping and post-Event clean-up (trash pickup, pressure washing, restroom cleaning, etc.), and cleaning and maintaining on clubhouses/locker rooms, dugouts, manager offices, training rooms, team shower areas, umpire dressing rooms, pressbox, Concession areas, Team Store, and

business and ticket offices of the Ballpark. Cardinals shall also (subject to reimbursement from the Operating Fund) provide and pay for all restroom paper and soap and for all Concessions-related paper products.

19. Taxes.

19.1 Taxes. Subject to any deduction of applicable taxes, charges or assessments from revenues distributed to Landlord or as relates to MSU Baseball Events deposited in the Operating Fund and/or subject to the Cardinals' reimbursement of such applicable taxes, charges or assessments by Landlord (or from the Operating Fund) for MSU Baseball Events or Co-Sponsored Events as described in Section 8 hereof, the Cardinals shall pay or cause to be paid, when due and payable, (a) a three percent (3%) tax or assessment imposed by the Convention and Entertainment Community Improvement District in Springfield, Missouri (the "CID") as of the Effective Date applicable to all food, beverage and other retail sales by the Cardinals or its licensors at the Ballpark Facilities, (b) a twenty-five cent (\$0.25) tax, surcharge, or assessment imposed by the CID as of the Effective Date applicable to each ticket sold for all admissions to or registrations for all Cardinals Events, and (c) any other applicable sales taxes or other taxes imposed by the City or the State of Missouri directly applicable to the Cardinals' use of the Ballpark Facilities or revenues generated by the Cardinals therefrom. Landlord shall pay or cause to be paid, when due and payable, (i) all real estate taxes, charges and assessments, if any, levied against the Ballpark Facilities, or any portion thereof or interest therein, and (ii) any and all New Ballpark Taxes (as defined in Section 19.2 hereof), and (iii) any and all taxes, charges or assessments imposed by the CID other than or in excess of those taxes or assessments described in subparagraphs (a) and (b) of this Section 19.1 above.

19.2 New Ballpark Taxes. If, after the Effective Date, (a) any new taxes or assessments or increases in any existing taxes or assessments (including, without limitation, sales taxes, business license taxes and gross receipt taxes) are levied or imposed, without the Cardinals' prior written consent, upon the Ballpark Facilities, the Cardinals, its Affiliates or the Club (or any portion of or interest in any of the foregoing) by the Convention and Entertainment Community Improvement District in Springfield, Missouri or any successor thereof or any other public or private entity controlled by Landlord, its trustee(s) or any Affiliates of Landlord or its trustee(s) (the "New Ballpark Taxes"), and (b) the Cardinals are responsible for such New Ballpark Taxes hereunder, then the rent obligations set forth in Section 6 hereof shall be reduced on a dollar-for-dollar basis by the amount of the New Ballpark Taxes so paid and, if not paid by Landlord, the Cardinals may at its option terminate this Agreement by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Agreement shall cease to exist.

20. Insurance.

20.1 General Liability Insurance. The Cardinals shall, during the entire Term, cause to be kept in full force and effect commercial general liability and/or umbrella/excess liability insurance policies written by reasonably acceptable insurers with respect to the Ballpark Facilities. The aggregate limits of such policies shall be not less than Ten Million Dollars (\$10,000,000). The policies shall name Landlord as an additional insured, and shall provide that the insurer shall not cancel or materially change the insurance without endeavoring to first give Landlord ten (10) days' prior written notice.

20.2 Liability Insurance for MSU Baseball Events. Landlord shall maintain or cause to be maintained by MSU commercial general liability and/or umbrella/excess liability insurance policies written by reasonably acceptable insurers with respect to MSU Baseball Events at the Ballpark Facilities. The aggregate limits of such policies shall be not less than Ten Million Dollars (\$10,000,000). The policies shall name, as additional insureds, the Cardinals, St. Louis Cardinals, LLC and SLC Holdings, LLC, and shall provide that the insurer shall not cancel or materially change the insurance without endeavoring to first give the Cardinals ten (10) days' prior written notice.

20.3 All Risk Insurance. Landlord shall, during the entire Term, cause to be kept in full force and effect an insurance policy written by a reasonably acceptable insurer of "all risk" property, casualty and extended coverage on the Ballpark Facilities in such amounts necessary to cover the full replacement cost of the Ballpark Facilities in the event of damage or destruction thereto. The policy shall provide that the insurer shall not cancel or materially change the insurance without endeavoring to first give the Cardinals ten (10) days' prior written notice and shall contain a waiver of subrogation in favor of the Cardinals, St. Louis Cardinals, LLC, and SLC Holdings, LLC.

21. Indemnification

21.1 The Cardinals. The Cardinals agree to and will at all times defend, indemnify, save and hold harmless Landlord, and its respective officers, agents, employees, successors and assigns from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including without limitation reasonable attorneys' fees and costs (whether on appeal or otherwise), arising out of:

21.1.1 Injury to or death of any persons, and damage to or destruction of any and all property, including loss-of use thereof, resulting from or in any manner arising out of or in connection with any willful, wanton or negligent act or omission of the Cardinals, its Affiliates, or any of their respective agents, officers or employees, in connection with the operation or use of the Ballpark Facilities to the extent such act or omission caused the injury.

21.1.2 Any breach or default in the performance of any obligation on the Cardinals' part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of the Cardinals shall not extend to liabilities to the extent caused by any willful, wanton, or negligent act or omission of Landlord or any of its agents, officers, or employees to the extent such act or omission caused the liability; and said indemnification obligations shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

21.2 Landlord. Landlord agrees to and will at all times, to the extent allowed by law and without waiving sovereign immunity, defend, indemnify, save and hold harmless the Cardinals, its Affiliates, MLB PDL and each MLB PDL Entity, and their respective employees, agents, officers, directors, shareholders, partners, successors and assigns, on a current basis, for, from and against any and all damages, liabilities, claims, demands, expenses and costs of every

kind and nature, including without limitation reasonable attorneys' fees and costs (whether on appeal or otherwise), arising out of:

21.2.1 Injury to or death of any persons, and damage to or destruction of any and all property, including loss of use thereof, resulting from or in any manner arising out of or in connection with any willful, wanton or negligent act or omission of Landlord, or any of its respective agents, officers or employees, in connection with the operation or use of the Ballpark Facilities to the extent such act or omission caused the injury.

21.2.2 Any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of Landlord shall not extend to liabilities to the extent caused by any willful, wanton, or negligent act or omission of the Cardinals, its Affiliates, or any of their respective agents, officers or employees to the extent such act or omission caused the liability; and said indemnification obligations shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

22. Damage or Destruction.

22.1 Substantial Destruction. In the event that the Ballpark Facilities are substantially or totally damaged or destroyed by fire, flood or other similar or dissimilar cause whatsoever (e.g., an event of Force Majeure), then to the extent that insurance proceeds are available, Landlord shall promptly commence and thereafter diligently proceed to repair and rebuild the Ballpark Facilities (excluding the Cardinals' property) to its condition immediately prior to such substantial damage or destruction. It is understood and agreed that Landlord is not liable to the Cardinals for any losses arising from such destruction and the Cardinals shall be responsible for payment of and obtaining any business interruption insurance to protect the Cardinals against lost revenues in the event the Ballpark Facilities are unavailable as a result of this such damage or destruction. During such time as the Ballpark Facilities are unavailable, this Agreement shall be suspended and the obligations of the parties abated until Landlord reconstructs the Ballpark Facilities and makes them available, to the Cardinals. Notwithstanding the foregoing, If Landlord fails to substantially complete the necessary repairs or rebuilding within two (2) years after the date of such damage or destruction, the Cardinals may at its option terminate this Agreement by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Agreement shall cease to exist.

22.2 Partial Destruction. If the Ballpark Facilities are partially damaged or destroyed by fire, flood or other similar or dissimilar cause whatsoever, but such damage does not prevent the Cardinals from playing Home Games at the Ballpark Facilities (e.g., an event of Force Majeure), then to the extent that insurance proceeds are available, Landlord shall promptly commence and thereafter diligently proceed to repair and rebuild the Ballpark Facilities (excluding the Cardinals' property) to their condition immediately prior to such partial damage or destruction, fire or other casualty. Fees due and payable from the Cardinals to Landlord pursuant to this Agreement during the period for which the Ballpark Facilities are partially damaged and/or being restored shall be reduced on a prorata and equitable basis, taking into

account all relevant factors (including but not limited to the timing of the partial destruction and revenues affected by such partial destruction). If Landlord fails to substantially complete the necessary repairs or rebuilding within one (1) year after the date of such partial destruction, the Cardinals may at its option terminate this Agreement by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Agreement shall cease to exist.

23. Condemnation.

23.1 Total Taking. In the event the entire Ballpark is appropriated or taken under the power of eminent domain, or sold under threat thereof by any other public or quasi-public authority (all of which will be referred to as a “Condemnation”), then this Agreement shall be terminated as of the date the condemning authority takes title or possession, whichever first occurs. The Cardinals shall have no claim to the award in condemnation for Landlord’s interest in the Ballpark; provided, however, that the Cardinals shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of the Cardinals under this Agreement.

23.2 Partial Taking. In the event that only a portion of the Ballpark Facilities are taken by Condemnation, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. Provided, however, that if so much of the Ballpark Facilities are taken by such Condemnation as would materially, substantially and adversely affect Home Games, the Cardinals shall have the option, to be exercised in writing within thirty (30) days after Landlord shall have given the Cardinals written notice of the condemnation (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Agreement as of the date the condemning authority takes such possession. If the Cardinals does not give timely notice to terminate, this Agreement shall remain in full force and effect as to the remainder of the Ballpark Facilities that are suitable for the use then being made of the Ballpark Facilities by the Cardinals, and fees due and payable from the Cardinals to Landlord pursuant to this Agreement shall be reduced on a prorata and equitable basis, taking into account all relevant factors (including but not limited to the portion of the Ballpark Facilities taken by Condemnation). Whether this Agreement terminates or continues in full force or effect, the Cardinals shall have no claim to the award in condemnation for Landlord’s interest in the Ballpark Facilities; provided, however, that the Cardinals shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of the Cardinals under this Agreement.

24. Assignment and Transfer. The parties shall not, without the prior written consent of the other party, assign or sublet this Agreement or any of its rights or duties herein except that the Cardinals shall have the right to assign, convey or transfer this Agreement to an Affiliate without Landlord’s written consent.

25. Default; Remedies.

25.1 Default. If any party hereto (the “Defaulting Party”) shall breach or fail to perform any of its material obligations under this Agreement (“Default”), then the Party not in default (the “Non-Defaulting Party”) shall provide written notice of such failure or breach

to the Defaulting Party and afford the Defaulting Party a grace period to cure said breach or failure, as follows:

25.1.1 Where a grace period is specifically provided for in any Section of this Agreement, then the specific grace period shall apply.

25.1.2 Where a grace period is not specifically provided for in any other Section of this Agreement, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) fifteen (15) business days to cure any monetary failure or breach; and (ii) thirty (30) days to cure any non-monetary failure or breach; provided, however, that if any non-monetary failure or breach cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure or breach, so long as the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said breach or failure to completion. Notwithstanding the foregoing, the Defaulting Party must complete the cure of a non-monetary breach or failure within one hundred eighty (180) days.

25.1.3 If any breach or failure to perform shall not have been cured by the expiration of the applicable grace period set forth above, then a “Default” shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth herein.

25.2 Non-Defaulting Party’s Rights and Remedies. If a Default shall occur, the Non-Defaulting Party shall have the following remedies and rights (but not the obligation), including but not limited to:

25.2.1 An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate from the date on which such monies were due; and

25.2.2 An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and

25.2.3 An action for recovery of all actual losses incurred by the Non-Defaulting Party in connection with the Default; and

25.2.4 Subject to Section 29.19, termination of this Agreement; and

25.2.5 Subject to Section 29.19, any other rights or remedies available at law or equity.

25.3 Cumulative Rights. The remedies heretofore described in this Section 25 shall be in addition to any other rights or remedies the Non-Defaulting Party may have in this Agreement, at law, equity, or otherwise in the event of a Default, and the exercise of one or more rights or remedies shall not be deemed to exclude or waive the right to exercise any other right or remedy.

26. Records. The Cardinals shall keep full, true and complete books and records of all transactions relating to this Agreement in accordance with good accounting practices, consistently applied, which shall be open to the inspection of Landlord's duly authorized representatives upon reasonable prior written notice and during normal baseball office hours which hours will be determined by the Cardinals.

Landlord and its representatives shall be vested with such reasonable right to examine and audit such books, records and accounts used or maintained by the Cardinals, its agents or assigns, upon reasonable prior written notice as may be necessary to determine or verify the amounts payable to Landlord under this Lease.

27. Covenant of Quiet Enjoyment. The Cardinals shall have the right to enjoy during the Term the quiet, peaceable and undisturbed possession in accordance with and subject to the provisions of this Agreement provided the Cardinals pays the rental fees and other charges and performs its covenants as required in this Agreement. Upon the Cardinals' request, Landlord agrees to execute a memorandum of lease and to record such memorandum in the recorder of deeds office in Greene County, Missouri.

28. Title and Covenant Against Mechanics' Liens. The Cardinals covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Ballpark Facilities. In case of any such lien attaching that is caused by the Cardinals or its contractors, the Cardinals shall immediately pay and remove same or cause the same to be bonded or transferred to other security. If any such liens so attach and the Cardinals fails to pay and remove same or cause the same to be bonded or transferred to other security within thirty (30) days after written notice of same, then Landlord (at its election), may pay and satisfy the same, and in such event the sums so paid plus interest at the Default Rate shall be due and payable at once without notice or demand.

29. Miscellaneous.

29.1 Estoppel Certificates. Each party (as "responding party") shall at any time within fifteen (15) business days after written request from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing as of the date of such certification (i) attaching a true and correct copy of this Agreement (including any amendments thereto); (ii) certifying that this Agreement is in full force and effect and acknowledging that there are not to the responding party's knowledge without inspection, audit or investigation, any uncured Defaults on the part of the requesting party (or specifying such Defaults, if any are claimed); (iii) the amount of rental and other fees paid in connection with this Agreement and whether any such rental and other fees have been paid more than one (1) month in advance; and (iv) whether this Agreement has been assigned. Any such statements may be conclusively relied upon by any prospective purchaser or encumbrance of the Cardinals or of its interests herein and by any bond holders, underwriters and financiers of Landlord, as specifically addressed in such estoppel certificate.

29.2 Consents. Whenever a party's approval, permission, concurrence, consent or satisfaction is required under this Agreement, such approval, permission, concurrence, consent or satisfaction shall not be unreasonably withheld, conditioned, or delayed, except as and to the

extent expressly provided to the contrary in this Agreement; provided, however that neither party shall be required to waive a Default hereunder.

29.3 Additional Instruments. The parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and reasonable request for such instrument shall be made. Such additional instruments shall be executed with the same formalities as this Agreement.

29.4 Force Majeure. A party shall not be in Default under this Agreement if and to the extent it is unable to fulfill any of its obligations under this Agreement because it is prevented, hindered or delayed in doing so by reason of a strike, lockouts, labor dispute, boycott, material or energy shortage, casualty loss, weather conditions, acts of God, order of any government officer or court, acts of terrorism, national emergency or war (collectively, "Force Majeure").

29.5 Notices. Any notice required to be given hereunder shall be in writing and sent by either hand delivery, overnight courier service, or United States certified or registered mail, postage prepaid, addressed to the parties as follows:

If to Landlord:

Jason Gage
City Manager
City of Springfield, Missouri
840 N. Boonville Ave.
Springfield, MO 65802

With a Copy to:

Rhonda Lewsader
City Attorney
City of Springfield, Missouri
840 N. Boonville Ave.
Springfield, MO 65802

If to the Cardinals:

Springfield Cardinals, LLC
700 Clark Street
St. Louis, Missouri 63102
Attn: William O. DeWitt III, President

With a Copy to:

Springfield Cardinals, LLC
700 Clark Street
St. Louis, Missouri 63102
Attention: Michael E. Whittle

Notices shall be deemed given when actually received or when delivery is refused. The address for notices to a party may be changed, front time to time, by notice from such party given as herein required.

29.6 No Joint Venture. Landlord and the Cardinals do not intend, by entering into this Agreement, to create a partnership, joint venture or any relationship other than that of independent contractors and landlord and tenant.

29.7 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Missouri.

29.8 Construction of this Agreement. This Agreement shall not be construed for or against any party on the basis that such party drafted any portion of this Agreement. In construing

this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

29.9 Binding Effect. The covenants, terms, conditions, provisions and undertakings in this Agreement, or in any renewals hereof, shall extend to and be binding upon the permitted successors and assigns of the respective parties hereto as if they were in every case named and expressed, and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the permitted successors and assigns of such party as if in each and every case so expressed.

29.10 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties relating to its subject matter. There are no oral, understandings, terms or conditions, and neither party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

29.11 Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

29.12 Captions. The headings of this Agreement are for convenience only and shall not be deemed a part of this Agreement, nor shall they be deemed to affect the meaning or construction of any portion of this Agreement.

29.13 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent right by any party under the same or any other provision.

29.14 Amendment. All waivers of the provisions of this Agreement must be in writing and (i) signed by the Landlord or Cardinals and (ii) subject to the prior receipt of all necessary PDL Approvals. This Agreement may not be changed, modified or rescinded except (i) in writing by the Landlord and Cardinals and (ii) upon the prior receipt of all necessary PDL Approvals, and any attempt at oral modification of this Agreement shall be null, void and of no effect.

29.15 Authority. Each party hereto hereby represents and warrants to the other that: (a) it has the authority to enter into this Agreement, (b) it shall undertake and perform its respective obligations hereunder, (c) entering into this Agreement will not conflict or result in a breach of any agreement to which the each party is subject to; and (d) the individuals signing on behalf of each party have authorization to do so. Landlord further represents and warrants that (i) Landlord is the sole owner of fee title to the Ballpark and the underlying real property; and (ii) no consent or approval of any person or entity is necessary for the consummation by Landlord of this Agreement that has not been obtained by Landlord prior to the execution and delivery of this Agreement.

29.16 Exhibits. All exhibits are attached hereto and incorporated by this reference thereto.

29.17 Counterpart Signatures. This Agreement may be executed in counterparts, the original counterparts of which, when taken together, shall be deemed to constitute an entire and original Agreement.

29.18 Nondisparagement. Each party agrees that neither it, nor its directors, officers, member or other owners, will, directly or indirectly, commit an act or become involved in a situation or occurrence which, in the reasonable and good faith opinion of the other party, tends to disparage, detract or conflict with such other party's reputation, products and/or services, including, without limitation, any act by Landlord that tends to disparage Major League Baseball or MLB PDL.

29.19 MLB PDL Requirements. Any contrary provisions contained in this Agreement notwithstanding:

29.19.1 This Agreement and any rights granted to Landlord or the Cardinals hereunder shall in all respects be subordinate to the PDL Rules and Regulations, as long as the Cardinals is party to the Springfield PDL License Agreement that is in effect. The issuance, entering into, amendment or implementation of any of the PDL Rules and Regulations shall be at no cost or liability to any MLB PDL Entity or to any individual or entity related thereto. The territory within which Landlord is granted rights under this Agreement is limited to, and nothing herein shall be construed as conferring on Landlord rights in areas outside of, the PDL Club Marketing Territory (as defined in the Springfield PDL License Agreement). No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined in the applicable PDL Rules and Regulations) are conferred by this Agreement, except as are specifically approved in writing by MLB PDL.

29.19.2 Landlord agrees that if the date upon which any termination or suspension of this Agreement falls during the regular season or postseason, the effective date of such termination or suspension shall be the first day of the month following the final home game of such season, and, in no event, shall Landlord terminate or suspend the Cardinals' rights under this Agreement during any regular season or postseason.

29.19.3 If, at any time prior to the expiration of the Term of this Agreement, this Agreement is terminated by Landlord for any reason (and any legal action challenging the right of Landlord to terminate this Agreement and seeking specific performance has either been (i) finally adjudicated by a court of competent jurisdiction as evidenced by a final non-appealable order or (ii) settled, withdrawn or otherwise concluded, in either case solely with respect to the request for specific performance) and the Springfield PDL License Agreement has been terminated, Landlord agrees to offer to assign this Agreement to any replacement PDL Club identified by MLB PDL to the extent that such PDL Club is reasonably acceptable to Landlord. To the extent that this Agreement is not so assigned, Landlord agrees to meet promptly with MLB PDL to work together to ascertain whether a replacement PDL Club can be identified, and if such a PDL Club is so identified, Landlord shall offer to lease the Ballpark to such PDL Club.

29.19.4 As long as the Cardinals is party to the Springfield License Agreement that is in effect, MLB PDL is an intended third party beneficiary of the provisions of this Section 29.19 and each other provision in this Agreement that prohibits action without first

obtaining PDL Approval and, in addition to its right to waive or enforce the provisions of this Section 29.19, MLB PDL shall be entitled and have the right to waive or enforce such other provisions that prohibit action without first obtaining PDL Approval directly against any party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the explicit benefit of MLB PDL or any other MLB PDL Entity.

29.19.5 Neither MLB PDL nor any other MLB PDL Entity shall have any liability whatsoever to any Person for actions taken pursuant to this Section 29.19 (other than for fraudulent acts or willful misconduct with respect to this Section 29.19 by MLB PDL), and Landlord hereby releases MLB PDL and each other MLB PDL Entity from any and all claims arising out of or in connection with any such actions. Nothing contained in this Agreement shall create any duty on behalf of MLB PDL or any other MLB PDL Entity to any other Person.

29.20 Prevailing Wage Law. If and to the extent required by applicable Legal Requirements, the applicable prevailing wage laws shall apply to any use of amounts in the Capital Fund by the Cardinals pursuant to the terms of this Agreement.

29.21 Mutual Release of Claims Prior to Effective Date. As of the Effective Date and to the extent permitted under applicable law, each of the parties hereto, for themselves and on behalf of each of their respective affiliates, and each of their respective shareholders, partners, members, trustees, employees, agents and representatives, hereby releases the other party hereto and each of such other party's affiliates, and each of their respective shareholders, partners, members, trustees, employees, agents and representatives, from any and all claims, losses, liabilities, damages, causes of action, attorneys' fees, costs and expenses arising from, relating to or in connection with the Ballpark Facilities or the Original Lease from the beginning of time to and including the Effective Date hereof; provided, however, that, notwithstanding the foregoing, nothing in this Section 29.21 shall be deemed a release or waiver of (i) either party's rights or claims against the other party hereto under this Agreement arising from any act or omission on or after the Effective Date hereof, or (ii) the Cardinals' obligation to indemnify Landlord for any third party claim pursuant to Section 21.1 of this Agreement arising from any act or omission of the Cardinals prior to the Effective Date.

[Signature continued on next page]

[Signature page to Amended and Restated Ballpark Lease Agreement dated February __, 2023]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

SPRINGFIELD CARDINALS, LLC

By: _____

Name: _____

Title: _____

By: _____

William O. DeWitt III, President

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

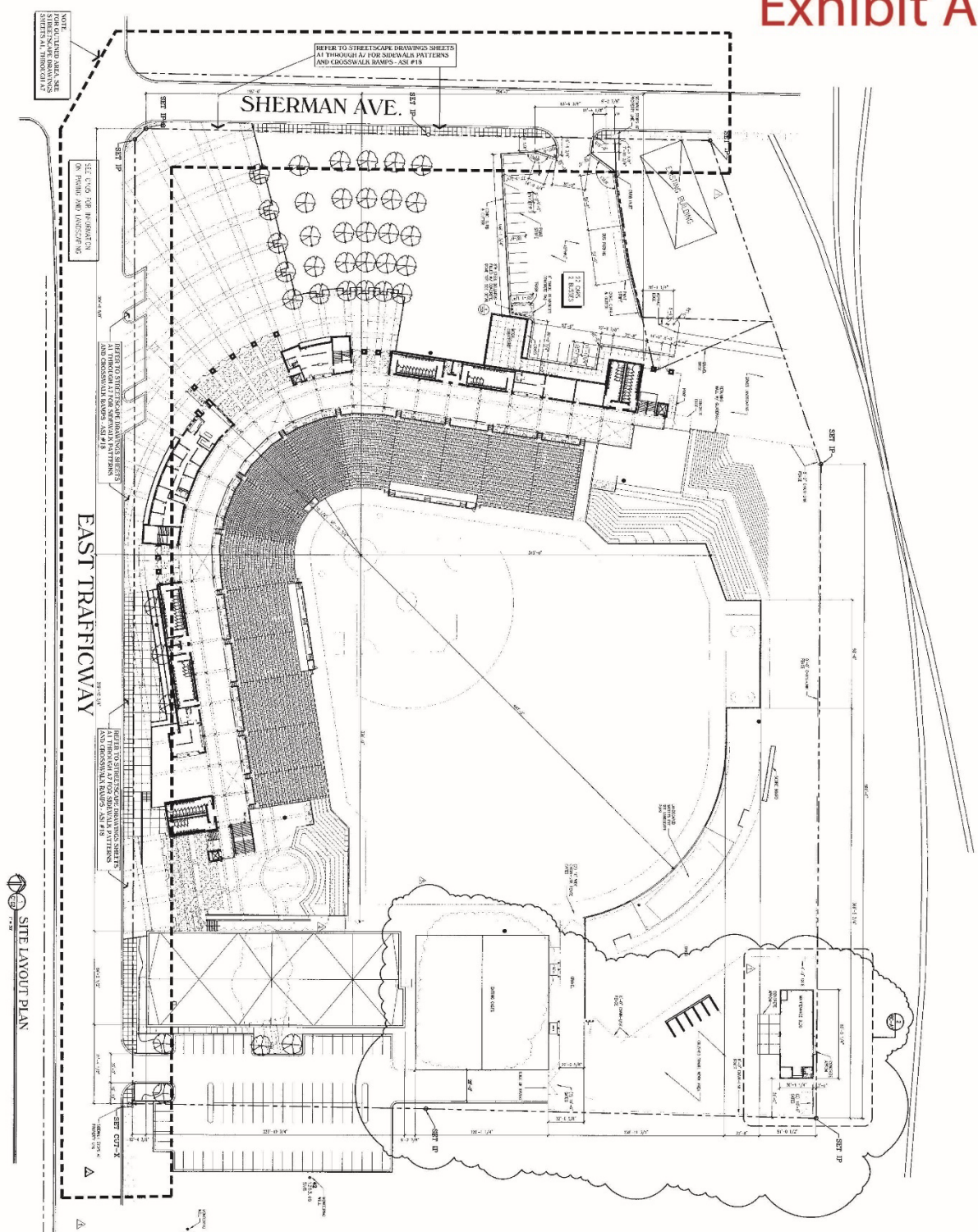
APPROVED AS TO FORM

City Attorney or Assistant City Attorney

EXHIBIT A

SEE BALLPARK DIAGRAM ATTACHED

Exhibit A



Project Number: C102
Date: 07-20-09
Sheet: 1 of 1

HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI

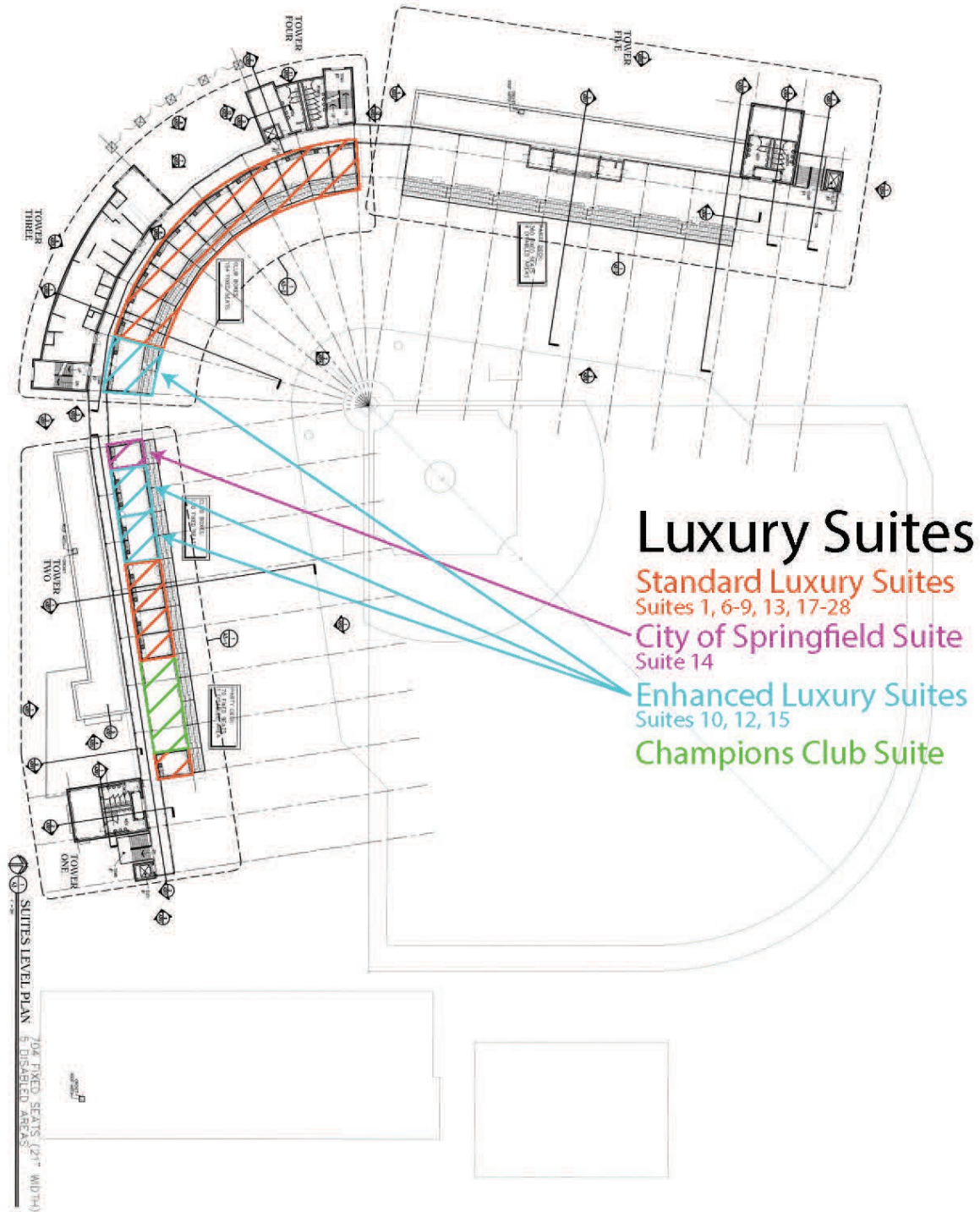
PELLHAM • PHILLIPS • HAGERMAN
ARCHITECTS • ENGINEERS • PLANNERS • MANAGERS
1111 South Glenstone Springfield, Missouri 65804 (417) 855-1672 FAX No. (417) 855-2461

Approved:
By: [Signature]
Title: [Title]
Date: 07-20-09

EXHIBIT B

SEE LUXURY SUITES DIAGRAM ATTACHED

Exhibit B



HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI



PELLHAM · PHILLIPS · HAGERMAN
ARCHITECTS · ENGINEERS · PLANNERS · MANAGERS

1111 South Glenstone Springfield, Missouri 65804 (417) 865-1872 FAX No. (417) 865-2461



Exhibit B

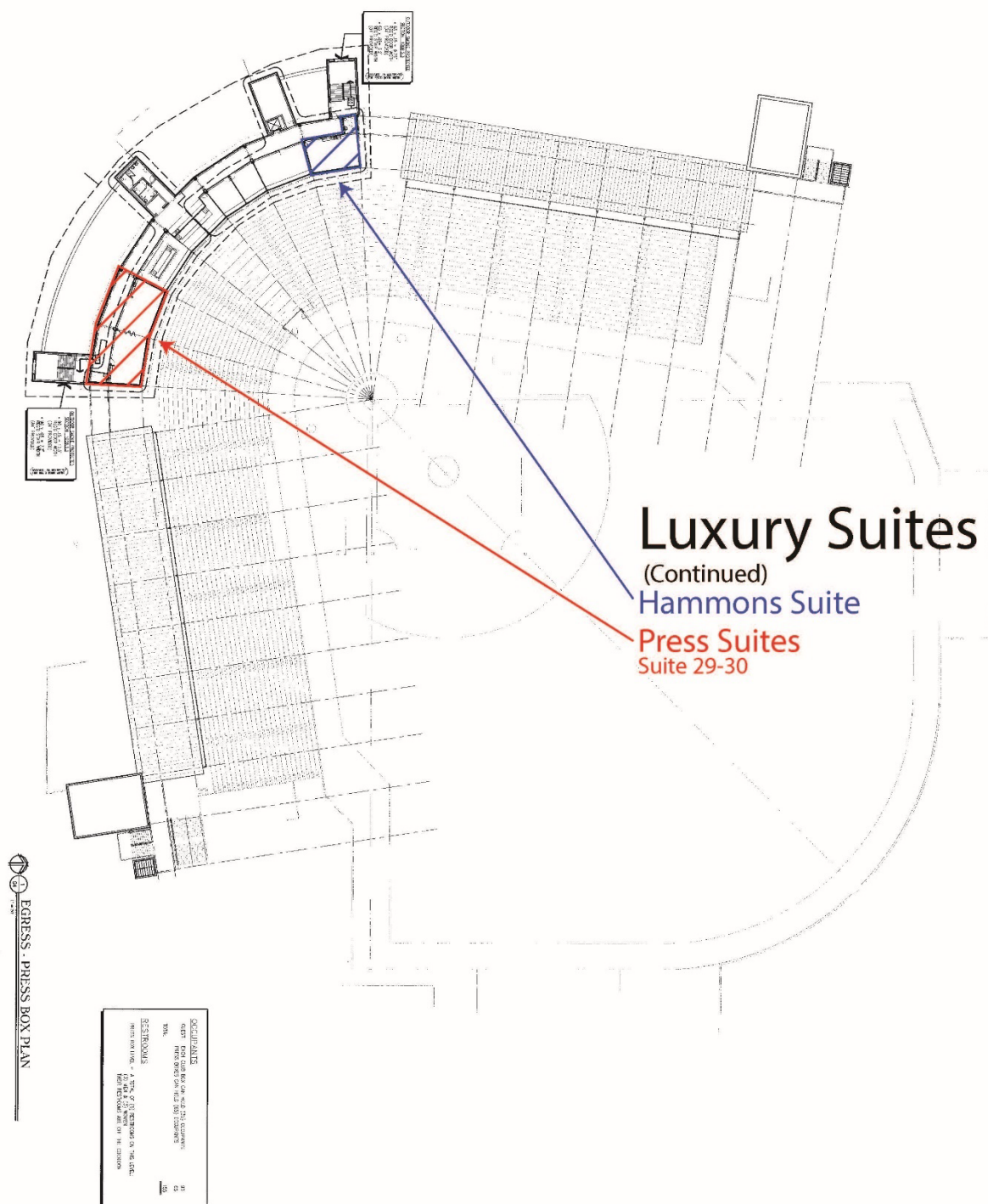
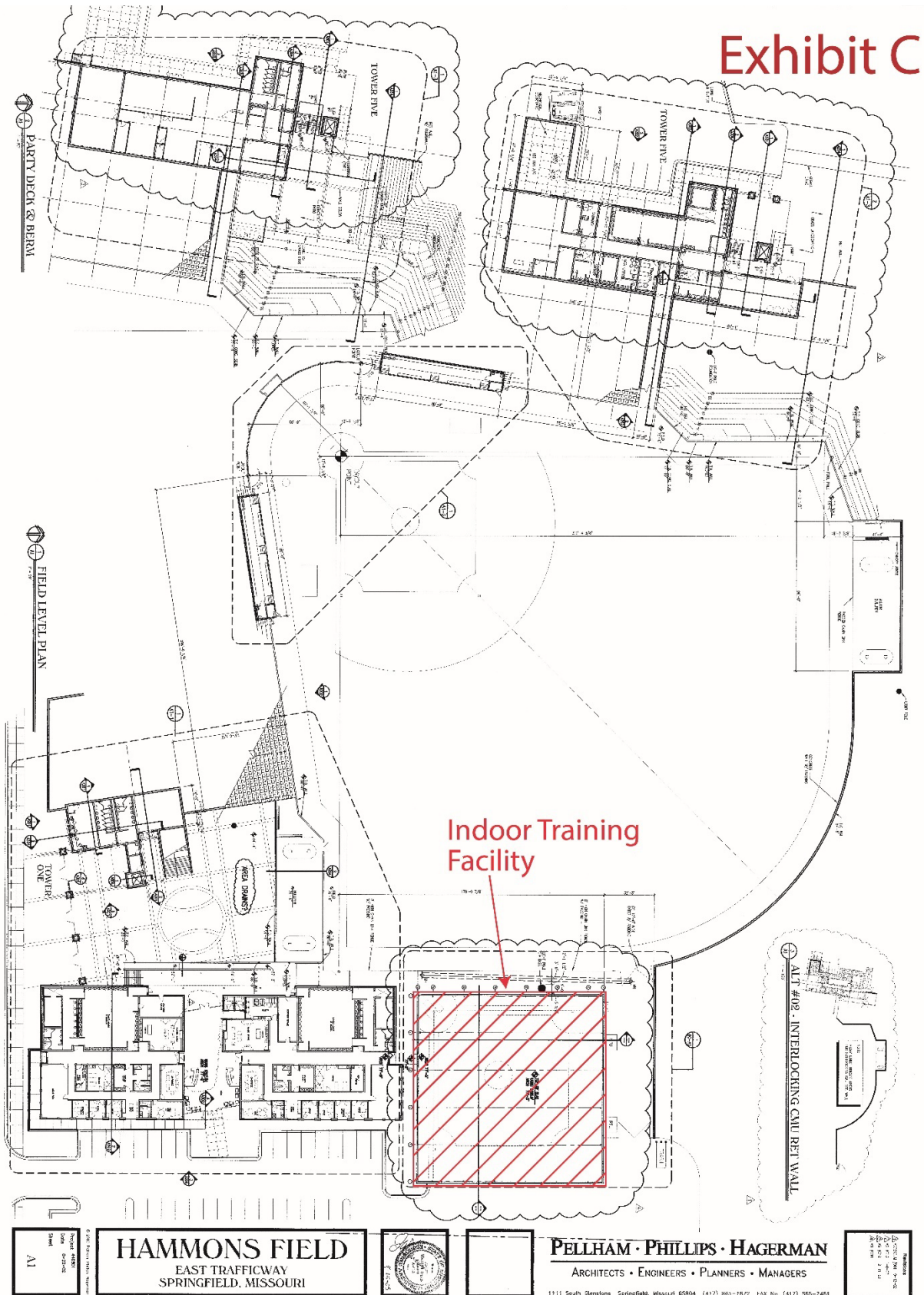


EXHIBIT C

SEE INDOOR TRAINING FACILITY DIAGRAM ATTACHED

Exhibit C



11
A1

HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI



PELLHAM • PHILLIPS • HAGERMAN
ARCHITECTS • ENGINEERS • PLANNERS • MANAGERS

1111 South Glenstone Springfield, Missouri 65804 (417) 862-1872 FAX No. (417) 362-2451

1111 South Glenstone Springfield, Missouri 65804 (417) 862-1872 FAX No. (417) 362-2451

EXHIBIT D

SEE CARDINALS EXCLUSIVE USE AREAS DIAGRAMS ATTACHED

Architectural site plan of the Cardinals Exhibition Center. The plan shows various functional areas color-coded and hatched for identification:

- Cardinals Office Space:** Pink hatched area.
- Cardinals Locker Room:** Light blue hatched area.
- MSU Locker Room/Club:** Dark blue hatched area.
- Ticket Office:** Yellow hatched area.
- Storage/Equipment Area:** Green hatched area.

Other features include 'Sewer Clean Out' locations marked with 'X' and 'Sewer Clean Out' labels, and a 'FIRST BASE LINE/CLUB HOUSE' indicated at the bottom left.

Cardinals Exclusive Use Areas

Cardinals Office Space
Cardinals Locker Room/Clubhouse
MSU Locker Room/Clubhouse
Ticket Office
Storage/Equipment Areas

FIRST BASE LINE/CLUB HOUSE
200' x 8'

KEY MAP

A1-1

HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI



PELLHAM • PHILLIPS • HAGERMAN
ARCHITECTS • ENGINEERS • PLANNERS • MANAGERS

1111 South Glenstone Springfield, Missouri 65804 (417) 863-1572 FAX No. (417) 868-7484

Exhibit D

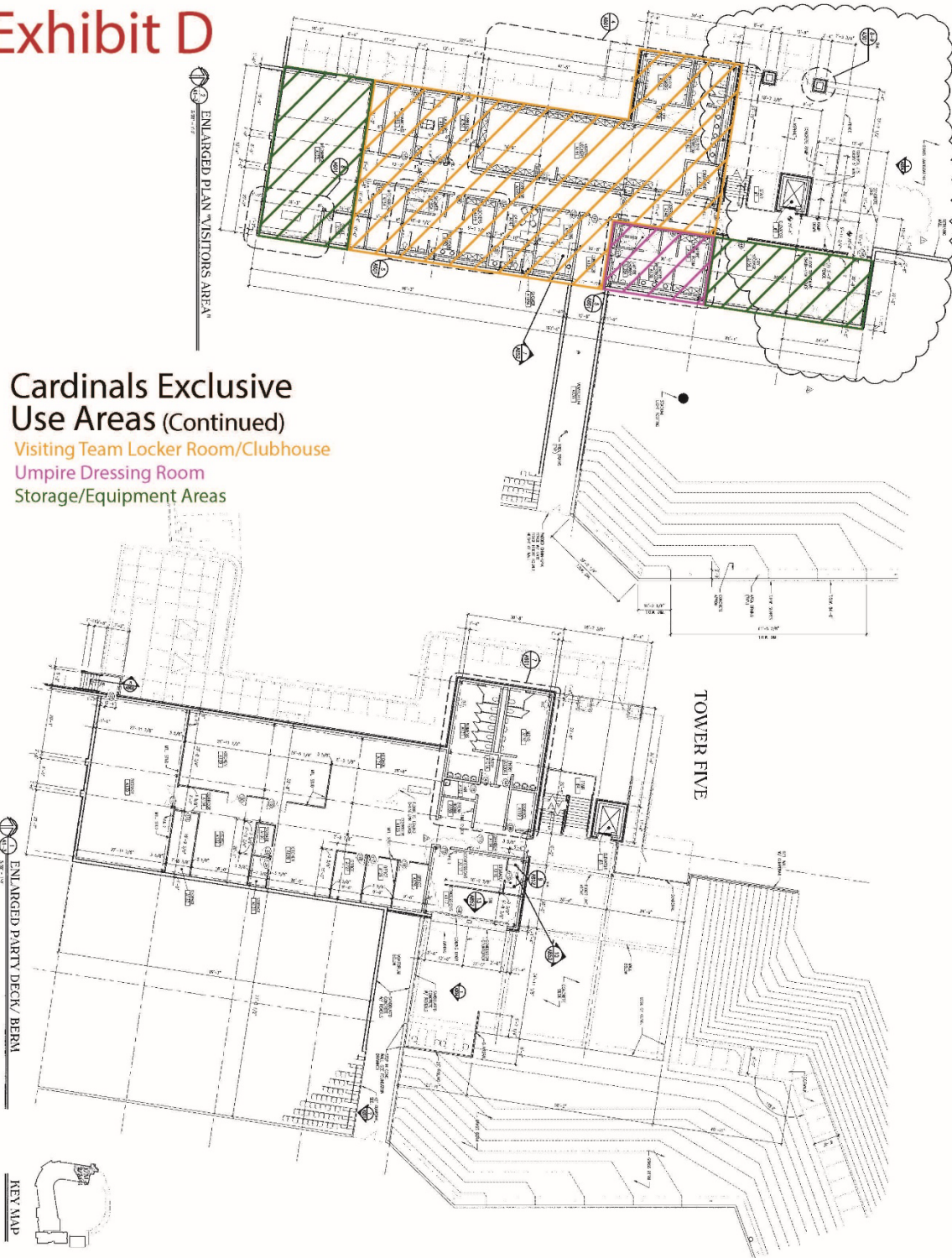
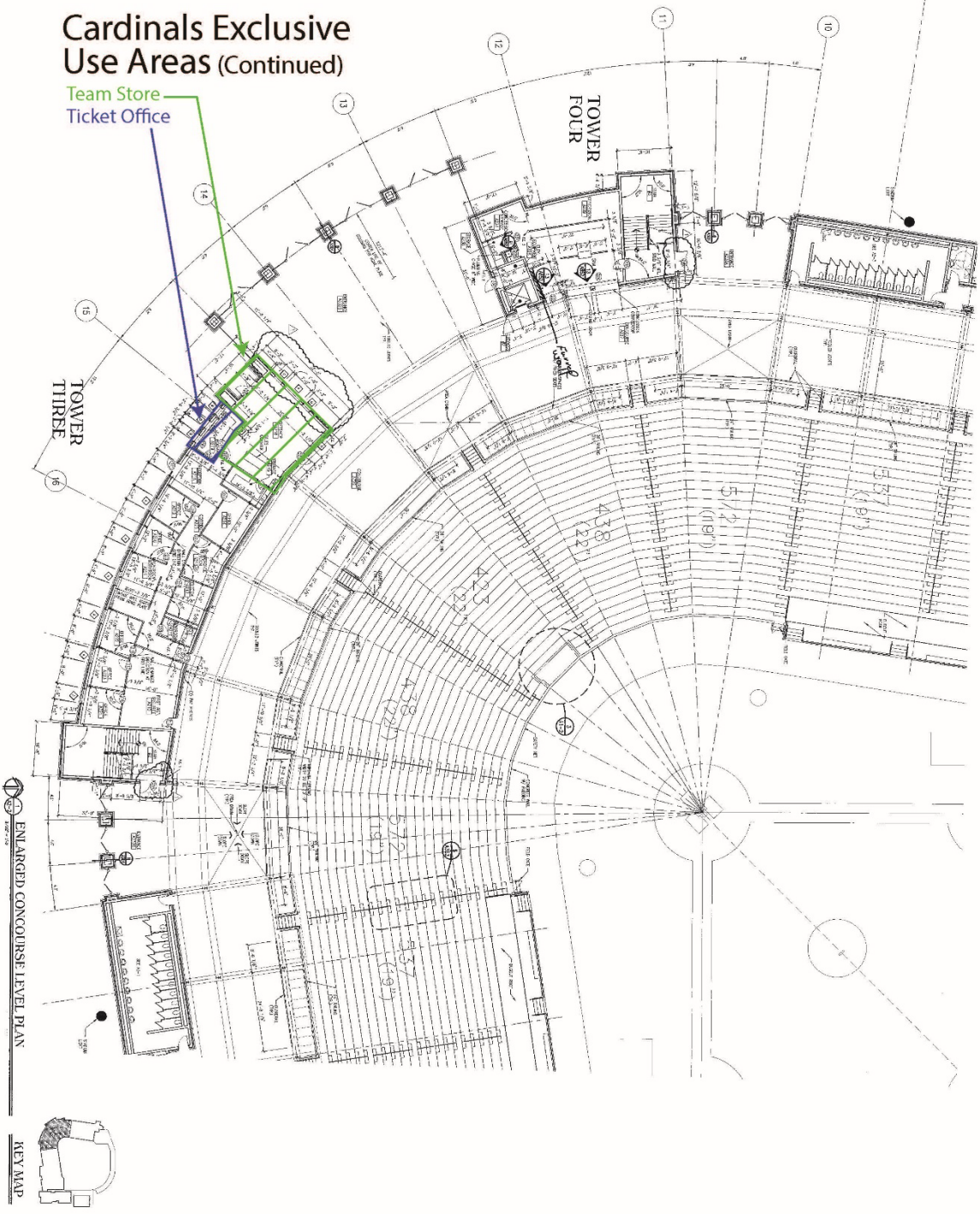


Exhibit D



A2-2

HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI

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1112 South Glenstone Springfield, Missouri 65804 (417) 865-1872 FAX No. (417) 865-2461

Revisions
A 10/1/13

Storage/Equipment Areas

EGRESS - PRESS BOX PLAN

COUNTANTS

ALICE EXHIBIT BOX ON ROAD AND PROPERTY
PRESS DOWN ON ROAD ONLY STOPPERS

TOTAL

BESTODOMS

PRESS FOR LEVEL
ON WAY TO SCHOOL
THAT THEY SHOULD NOT BE THE SAME

1980

G4

1111 South Glenstone Springfield, Missouri 65804 (417) 865-1872 FAX No. (417) 865-2461

EXHIBIT E

SEE CARDINALS PLAYER AND STAFF PARKING AREA
AND VISITING TEAM PARKING AREA DIAGRAM ATTACHED

Exhibit E

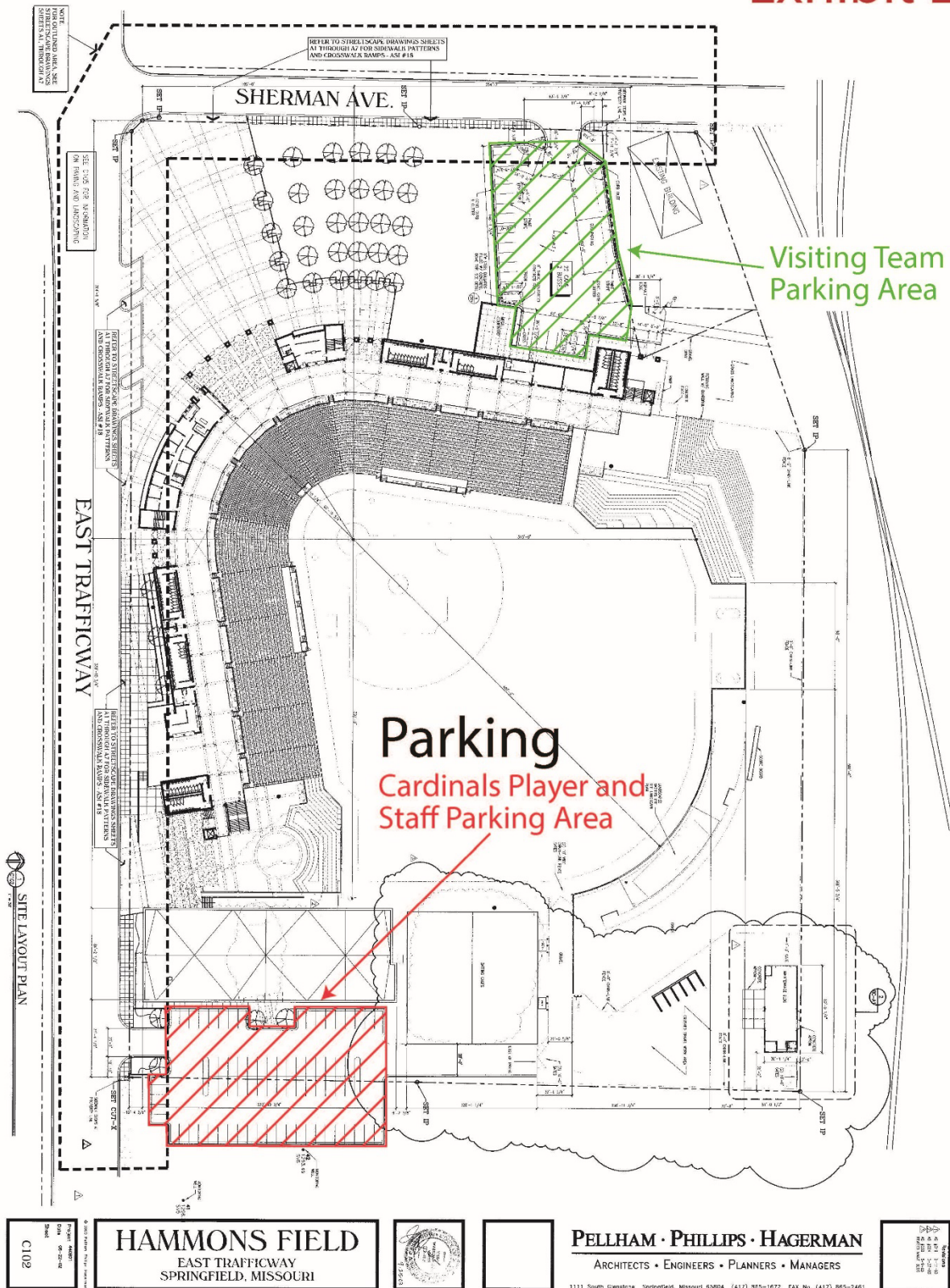


EXHIBIT F

INITIAL CAPITAL IMPROVEMENTS

1. **Player Parking** – Home and visiting/umpire sides must have a secure lot with an unencumbered route from the parking lot to the clubhouse
2. **Home Training Room** – Expand to 400 sq. ft. in accordance with MLB PDL facility standards
3. **Home Staff Lockers/Dressing Area** – Expand and/or realign dressing area with new and additional lockers to fit size constraints and requirements
4. **Visiting Staff Lockers/Dressing Area** – Expand and/or realign dressing area with new and additional lockers to fit size constraints and requirements
5. **Visiting Team Locker Room** - Expand and/or realign dressing area with new and additional lockers to fit size constraints and requirements
6. **Visitors' Side Commissary and Dining Area** – Expand to add 300 sq. ft. and include a refrigerator, freezer, sink, dishwasher, microwave, cabinets and seating for at least 8 individuals in accordance with MLB PDL facility standards
7. **Visiting Training Room** – Expand to 300 sq. ft. and include a second full-body whirlpool and a desk in accordance with MLB PDL facility standards.
8. **Team Storage** – Include 200 sq. ft. dedicated to lockable storage
9. **Female Staff Facilities** – Both home and visiting sides, include 2 lockers, 1 shower, 1 water closet, 1 lavatory and 100 sq. ft.
10. **Weight Room** – Expand at least 100 sq. ft.. Need new flooring and must create entry for visiting side and block access for visiting clubs to see inside Cardinals Clubhouse area
11. **Hitting/Pitching Tunnels** – Increase height to 70 foot candle minimum, and increase length to 75 ft. in accordance with MLB PDL facility standards.
12. **Primary and Secondary Internet** – The stadium does not meet the minimum internet requirements
13. **Field Dimensions and Playing Surface** – Warning track in front of dugouts may need to be changed to 15 ft. (currently 10.25 ft.)
14. **Bullpens** – Protective overhead cover required in both home and visiting bullpens, as well as MLB PDL required safety upgrades
15. **Dugouts** – Anti-skid surface in both dugouts. Also need updated helmet racks and benches
16. **Batter's Eye** – Expand to be 30 ft. high and 60 ft. wide in accordance with MLB PDL facility standards. Replace / install vegetation
17. **Field Lighting** – Increase infield height to 100 foot candles and outfield to 70 foot candles in accordance with MLB PDL facility standards
18. **Stadium and Player Safety Security Upgrades** – Create a command center with live camera functions for added player/fan use entry points and common areas as required by MLB PDL
19. **Office Space** – Build or renovate current office space areas for the Cardinals' front office staff (i.e., to accommodate for changes to and/or reduction of the existing office space made necessary as a result of MLB PDL required renovations to locker rooms and other adjacent spaces)

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit
4

Budget Adjustment
036

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	417010			\$ 2,200,000	Transfer from other funds (from LPT to General Fund)
Net Revenue Adjustment						\$ 2,200,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	508230			\$ 6,500,000	Stadium Acquisition
10110	09	14120	508210			5,500,000	Parking Lot Acquisition
10110	09	14120	509110			4,000,000	Major League Baseball (MLB) Required Improvements
33030	09	14120	509910			2,200,000	Transfer to other funds (from LPT to General Fund)
Net Expenditure Adjustment						\$ 18,200,000	

Fund Balance Appropriation:

Fund	Title	Amount
33030	LPT - Economic Vitality Pool	\$ (2,200,000)
10110	General Fund Carryover	(13,800,000)
		\$ (16,000,000)

Explanation: To amend the FY2022-23 budget by appropriating funds from the General Fund carryover balance and from the Level Property Tax (LPT) economic vitality pool for the acquisition of the Springfield Cardinals stadium, parking lot and fund stadium improvements required by Major League Baseball (MLB).

Requested By:

Rhonda Lewsader 2/1/23
Department Head Date

Approved By:

DL Hill 2/1/23
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-041
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO KEVIN AUSBURN WISHES TO ADDRESS CITY COUNCIL.

FILED: 02/03/2023

ORIGINATING DEPARTMENT: City Clerk

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



EXPLANATION TO REFER TO THE PLANS AND POLICIES COMMITTEE THE ISSU

FILED: 02/01/2023

ORIGINATING DEPARTMENT: City Clerk

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE MAYOR RECOMMENDS THE FOLLOWING
REAPPOINTMENTS**

FILED: 01/31/2023

ORIGINATING DEPARTMENT: City Clerk

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE MAYOR RECOMMENDS THE FOLLOWING
APPOINTMENTS TO**

FILED: 01/31/2023

ORIGINATING DEPARTMENT: City Clerk

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE MAYOR RECOMMENDS THE FOLLOWING
REAPPOINTMENT T**

FILED: 02/01/2023

ORIGINATING DEPARTMENT: City Clerk

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE MAYOR RECOMMENDS THE FOLLOWING
APPOINTMENTS TO**

FILED: 01/31/2023

ORIGINATING DEPARTMENT: City Clerk

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE COMMITTEE OF THE WHOLE RECOMMENDS THE
FOLLOWIN**

FILED: 02/01/2023

ORIGINATING DEPARTMENT: City Clerk

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE COMMITTEE OF THE WHOLE RECOMMENDS THE
FOLLOWIN**

FILED: 02/01/2023

ORIGINATING DEPARTMENT: City Clerk

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



EXPLANATION TO AS PER RSMO. 109.230 (4), CITY RECORDS THAT ARE ON

FILED: 01/31/2023

ORIGINATING DEPARTMENT: City Clerk

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



EXPLANATION TO COUNCIL BILL 2023-042 (OLLIS)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Public Works

PURPOSE: A special ordinance authorizing the City Manager, or his designee, to enter into an intergovernmental cooperative agreement with Missouri Highways and Transportation Commission for the reimbursement of expenses associated with the replacement of traffic detector loops at intersections maintained by the Missouri Department of Transportation when removed as part of City of Springfield streets resurfacing projects.

BACKGROUND INFORMATION: Throughout the city there are traffic signals maintained by MoDOT where state routes intersect with streets maintained by the City of Springfield Department of Public Works. To detect the presence of vehicles, many of the signalized intersections have loop wire installed in the pavement, which is often required to be replaced during resurfacing and pavement repair projects. This agreement would allow the City to be reimbursed for the cost to reinstall MoDOT traffic detector loops when they are replaced as part of a City resurfacing project.

The agreement also defines requirements for notifications, scheduling, and execution of such work, including replacement of pavement markings, in accordance with MoDOT Standard Specifications, Standard Plans, and Approved Products List.

Supports the following City Council Priorities:

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

REMARKS: This agreement is an example of the City and MoDOT working together to operate and maintain a quality regional transportation system. Public Works recommends approval of this Council Bill.

Submitted By: Kirk Juranas, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 1/26/2023

Attachments: 1. MoDOT Traffic Detector Loop Reimb. Agreement_ord

2. MoDOT Traffic Detector Loop Reimbursement
Agreement_Exhibit 1

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 01-31-23

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-042

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager or his designee to enter into an intergovernmental
2 cooperative agreement with the Missouri Highways and Transportation
3 Commission for the reimbursement of expenses associated with the
4 replacement of traffic detector loops at intersections maintained by the
5 Missouri Department of Transportation when removed as part of City of
6 Springfield street resurfacing projects.
7 _____
8

9 WHEREAS, there are traffic signals through the city where state routes
10 maintained by Missouri Department of Transportation ("MoDOT") intersect with streets
11 maintained by the City of Springfield (the "City"); and
12

13 WHEREAS, many of these traffic signals use traffic detector loop wire installed in
14 the pavement, and during resurfacing and pavement repair projects performed by the
15 City these loops often need to be replaced; and
16

17 WHEREAS, the City and Missouri Highways and Transportation Commission
18 ("MHTC") desire to enter into an agreement allowing the City to be reimbursed for the
19 cost to replace and reinstall MoDOT traffic detector loops.
20

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

24 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
25 enter into an intergovernmental cooperative agreement with MHTC, said agreement to
26 be substantially in the form and content as that document attached hereto and
27 incorporated herein by reference as "Exhibit 1."
28

29 Section 2 – This Ordinance shall be in full force and effect from and after
30 passage.
31

32 Passed at meeting: _____
33

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Kyle Tella, Assistant City Attorney

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

EXHIBIT 1

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) COMMISSION	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		COMMISSION	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1167 Attn: Tom Dancey, Public Works - Transportation Mgmt.		Missouri Highways and Transportation Commission 3025 E. Kearney Springfield, MO 65803 Phone: (417) 895-7665 Attn: Marc Lewis	

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT:
DETECTOR LOOP REIMBURSEMENT**

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by the parties identified above,

WITNESSETH:

THAT, WHEREAS, street resurfacing projects undertaken by the City of Springfield ("City") often include work on intersections within right-of-way owned by the Missouri Highways and Transportation Commission ("Commission"); and

WHEREAS, street resurfacing projects undertaken by the City often require removal of pavement markings and traffic detector loops at intersections maintained by the Missouri Department of Transportation ("MoDOT"); and

WHEREAS, the Commission has agreed to reimburse the City for replacement of traffic detector loops when removed as part of City street resurfacing projects.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Commission as follows:

1. **Purpose.** The purpose of this Agreement is for the Commission to reimburse the City for the cost of replacing traffic detector loops on Commission-owned right-of-way when such replacement is done as part of City street resurfacing projects.

2. **Location.** The improvements subject to this Agreement shall include any signalized intersections of MoDOT- and City-maintained routes within the City of Springfield, County of Greene. Upon written request by either party, City and MoDOT district staff shall meet in November of each year, or at some other mutually agreeable time and date, to tentatively identify signalized intersections anticipated to be resurfaced in the upcoming year.

3. **Assignment.** The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

4. **Representatives.** The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on the Commission's behalf in furtherance of the performance of this Agreement. The City's Public Works Director is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on the City's behalf in furtherance of the performance of this Agreement.

5. **City Responsibilities.** The City shall:

- a. Notify the Commission at least one week prior to scheduled milling operations that will affect a MoDOT-maintained intersection;
- b. Notify the Commission of emergency or otherwise unscheduled milling operations as soon as reasonably possible;
- c. Reinstall affected traffic detector loops in compliance with current MoDOT Standard Specifications, Standard Plans, and Approved Products List;
- d. Notify the Commission within twenty-four (24) hours upon completion of traffic detector loop installation so MoDOT personnel can inspect the final wiring and activation;
- e. Reinstall pavement markings to its existing layout, or in an alternative layout in accordance with any plan submitted in writing by the Commission to the City at least two (2) business days in advance of scheduled traffic detector loop installation; and
- f. Submit to the Commission invoices and/or other supporting documentation upon payment by the City to its Contractor for applicable MoDOT traffic detector loop installation.

6. Commission Responsibilities. The Commission shall:

- a. Reimburse the City for one hundred percent (100%) of costs for replacing MoDOT traffic detector loops within thirty (30) days of the Commission's receipt of invoices and/or other supporting documentation provided by the City; and
- b. Submit written plans to the City at least two (2) business days in advance of scheduled traffic detector loop installation if the Commission wishes to make changes to traffic detector loop placement or pavement marking layout.

7. Term. This Agreement shall run and be in full force and effect for one year following the execution of this Agreement. Thereafter, this Agreement shall automatically renew on an annual basis under the same conditions and terms, subject to adequate appropriation, unless either party provides written notice of termination to the other party at least ninety (90) days before the end of the then current term, unless the Agreement is otherwise terminated as provided herein.

8. Ownership. All improvements made within MoDOT-maintained right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission. The City gains no interest in the constructed roadway or improvements whatsoever.

9. Cancellation. Either party may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the other party with written notice of cancellation. Should either party exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the later of (a) the date specified in the notice of cancellation, or (b) thirty (30) days after receipt of a written notice of cancellation.

10. Liability and Indemnity. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

11. Conflicts. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. MoDOT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. MoDOT further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by MoDOT.

12. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri.

13. **Entire Agreement.** This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

COMMISSION:

By: _____

Name & Title: _____

ATTEST:

Secretary to the Commission

Approved as to Form:

Commission Counsel

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee



EXPLANATION TO COUNCIL BILL 2023-043 (HOSMER)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: A resolution reappointing Ryan Mooney, Gary Powell, and Matt Simpson to the Springfield Enhanced Enterprise Zone Board. (The Mayor and City staff recommend approval.)

BACKGROUND INFORMATION: The City of Springfield utilizes four Enhanced Enterprise Zones to promote job creation and business investment in the community. Qualified businesses that locate or expand within any of the four Zones are eligible to receive partial real property tax abatement and state tax credits. The four Zones include the Springfield, North Springfield, Southeast Springfield, and West Springfield Enhanced Enterprise Zones, which combined, encompass nearly the entire City of Springfield, a small portion of the City of Battlefield, and surrounding unincorporated portions of Greene County.

The Springfield Enhanced Enterprise Zone Board oversees all four Springfield area Enhanced Enterprise Zones. It reviews and assesses Zone activities on an annual basis and advises City Council on Zone-related matters. According to State law, the Board shall consist of seven members – five appointed by the Mayor, one appointed by the school districts, and one appointed by all other taxing jurisdictions located within the Zones. This resolution confirms the Mayor's reappointments to the Springfield Enhanced Enterprise Zone Board as follows:

<u>Seat.</u>	<u>Name</u>	<u>Term Expires</u>
1	Matt Simpson	2/29/2028
3	Gary Powell	2/29/2028
4	Ryan Mooney	2/29/2028

REMARKS: The Mayor and City staff recommend approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 1/25/2023

Attachments: 1. Appointments to EEZ Board_res

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 01-31-23

Sponsored by: Hosmer

COUNCIL BILL 2023-043 RESOLUTION

A RESOLUTION

1 REAPPOINTING Ryan Mooney, Gary Powell, and Matt Simpson to the Springfield
2 Enhanced Enterprise Zone Board. (The Mayor and City staff
3 recommend approval.)
4 _____
5

6 WHEREAS, the City of Springfield authorized the establishment of the Springfield
7 Enhanced Enterprise Zone Board ("Board") by passage of Resolution 9214; and
8

9 WHEREAS, pursuant to state law, the Board is comprised of seven members,
10 with five appointed by the Mayor, one appointed by the affected school districts, and
11 one appointed by other affected taxing districts located within the Enhanced Enterprise
12 Zones; and
13

14 WHEREAS, the five Board members appointed by the Mayor must be approved
15 by City Council; and
16

17 WHEREAS, Ryan Mooney, Gary Powell, and Matt Simpson are qualified and
18 willing to serve on such Board.
19

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

23 Section 1 – The Mayor, with the advice and consent of City Council, and on
24 behalf of the City of Springfield, hereby reappoints Ryan Mooney, Gary Powell, and
25 Matt Simpson to serve as members of the Springfield Enhanced Enterprise Zone Board,
26 with their terms to expire on February 29, 2028.
27

28 Section 2 – This Resolution shall be in effect immediately upon adoption.
29

30 Passed at meeting: _____
31

32 _____
33 Mayor
34

35 Attest: _____, City Clerk

36
37
38
39
40
41
42
43

Filed as Resolution: _____

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

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



EXPLANATION TO COUNCIL BILL 2023-044 (LEAR)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: A resolution approving nominations made by the Mayor and appointing Todd Chambers, Abigail Jefferson, Dakota Jefferson, James Johnson, and reappointing Lois Reeves to the Northwest Area Community Improvement District Board of Directors. (City staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Northwest Area Community Improvement District ("CID"), the Mayor shall appoint Directors to the CID Board of Directors with the consent of the City Council. The CID Board of Directors requests the following individuals be appointed to the Board:

Seat	Name	Qualification	Term	Notes
1	Todd Chambers	Property owner representative	12/31/2027	New appointment
2	Lois Reeves	Property owner representative	12/31/2027	Reappointment
3	James Johnson	Property owner representative	12/31/2025	New appointment
4	Abigail Jefferson	Property owner representative	12/31/2025	New appointment
5	Dakota Jefferson	Property owner representative	12/31/2025	New appointment

REMARKS: Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 1/25/2023

Attachments: 1. Northwest Area CID appointments_res (1)

One-rdg. X
P. Hmgs.
Pgs. 3
Filed: 01-31-23

Sponsored by: Lear

COUNCIL BILL 2023-044 RESOLUTION

A RESOLUTION

1 APPROVING nominations made by the Mayor and appointing Todd Chambers,
2 Abigail Jefferson, Dakota Jefferson, James Johnson, and reappointing
3 Lois Reeves to the Northwest Area Community Improvement District
4 Board of Directors. (City staff recommends approval.)
5
6

7 WHEREAS, on June 27, 2005, City Council passed Special Ordinance 24813
8 approving a petition requesting the formation of the Northwest Area Community
9 Improvement District ("CID") and thereby establishing the same; and
10

11 WHEREAS, said petition established the qualifications and process for
12 appointing members of the Northwest Area CID Board of Directors through nominations
13 by the Mayor and approval by City Council; and
14

15 WHEREAS, there is presently a need to appoint five members to the Northwest
16 Area CID Board of Directors.
17

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

21 Section 1 – The Mayor hereby nominates, and City Council hereby approves, the
22 appointment of Todd Chambers and the reappointment of Lois Reeves, with terms to
23 expire on December 31, 2027, and the appointments of Abigail Jefferson, Dakota
24 Jefferson, and James Johnson, with terms to expire on December 31, 2025, to the
25 Northwest Area Community Improvement District Board of Directors.
26

27 Section 2 – This Resolution shall be in effect immediately upon adoption.
28

29 Passed at meeting:
30

31
32 Mayor

33 Attest: , City Clerk
34

35 Filed as Resolution

36

37

Approved as to form: Jill Bunn, Assistant City Attorney

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



EXPLANATION TO COUNCIL BILL 2023-045 (HARDINGER)

FILED: 01/27/2023

ORIGINATING DEPARTMENT: Public Works

PURPOSE: A resolution authorizing the City Manager, or his designee, to apply for a grant of up to \$50,000 from the Missouri Department of Transportation to fund the salary and travel expenses for City or contract personnel to manage the Springfield's Pedestrian Safety Campaign, SafeAcross, and to pay for local pedestrian safety education.

BACKGROUND INFORMATION: Springfield's Pedestrian Safety Campaign, SGF Yields, has measuredly achieved high rates of driver compliance at crosswalks in Springfield and has drawn the attention of other communities and states. In 2021 and 2022, the Missouri Department of Transportation funded production of a sharable version of SGF Yields, named SafeAcross. The program is now available to other communities to increase pedestrian safety and awareness. This grant would reimburse the City for staff time spent maintaining, promoting and managing SafeAcross, as well as pay for local pedestrian safety education.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place

REMARKS: Public Works recommends approval of this Resolution.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

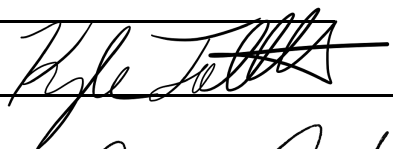
Maurice S. Jones, Deputy City Manager 1/26/2023

Attachments: 1. SafeAcross Grant App_res

36

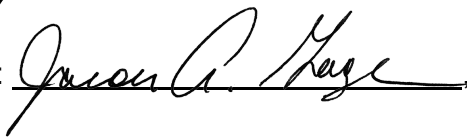
37 Filed as Resolution: _____

38

39 Approved as to Form: , Assistant City Attorney

40

41

42 Approved for Council Action: , City Manager