



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

March 6, 2023

6:30 PM

**City Council Chambers
Historic City Hall
830 Boonville Avenue**

[Rules and procedures.](#)

1. ROLL CALL.

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. February 21, 2023, City Council Meeting and February 28, 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 2023-048 (Simpson)

A special ordinance amending the budget of the Springfield Art Museum for Fiscal Year 2022-2023 in the amount of \$200,000 to appropriate funds from the Art Museum Special Project Fund for the acquisition of an outdoor sculpture.

6.2. Council Bill 2023-049 (Hosmer)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to classifications and salary grades for various job titles within the City service as contained in the Professional, Administrative, and Technical Non-Union Schedule by adding seven (7) new job titles and deleting four (4) job titles; and the Professional, Administrative, and Technical IBEW Union Schedule by adding two (2) job titles; amending the Fiscal Year 2022-2023 budget to adjust the authorized employee positions by adding seven (7) new Full Time Equivalent positions to the Environmental Services Department; and establishing two new Occupational Series

Groups, one for the Veterinarian position and one for Labor and Employee Relations positions, both with associated Occupational Series market pay adjustments.

6.3. Council Bill 2023-050 (Lear)

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, Series 2023, in a principal amount not to exceed \$15,500,000 for the purpose of providing funds to pay costs related to improvements to Historic City Hall, the City's animal shelter and Public Works operations building, and certain fire stations; amending the Fiscal Year 2022-2023 budget of the City in the amount of \$15,500,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

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

7.1. Council Bill 2023-052 (Schilling)

A resolution declaring the intent of the City of Springfield to annex approximately 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street, and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road), referenced as Annexation A-2-2023, into the City. (Staff recommends approval.)

7.2. Council Bill 2023-053 (McGull)

A resolution declaring the intent of the City of Springfield to annex approximately 1 acre of private property generally located at 3710 and 3742 East Cherry Street, and approximately 0.1 acre of Greene County right-of-way generally located at the 600 block of South Hickory Avenue, referenced as Annexation A-3-2023, into the City. (Staff recommends approval.)

7.3. Council Bill 2023-054 (Hardinger)

A resolution initiating amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' for the purpose of authorizing City Council to add, modify, or delete conditions to a Conditional Use Permit.

7.4. Council Bill 2023-055 (Schilling)

A resolution approving the use of funds from the 1/4-Cent Capital Improvement Sales Tax Minor Neighborhood Improvement Program in the amount of \$87,389 for improvements to enhance pedestrian safety, sight distance for vehicles, and provide traffic calming at the intersection of Mount Vernon and Broadway (Zone 3).

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 2023-056 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.71 acre of property generally located at 1018 North Farmer Avenue and 1622, 1628, and 1634 West Scott Street from R-SF, Single-Family Residential District, to R-TH, Residential Townhouse District, with Conditional Overlay District No. 222; establishing Conditional Overlay District No. 222; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: RAL Property Management, LLC; 1018 North Farmer Avenue and 1622, 1628, and 1634 West Scott Street; Z-1-2023.)

13. FIRST READING BILLS.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. Daryl Baker wishes to address City Council.

15. NEW BUSINESS.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

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

18.1. Council Bill 2023-057 (Horton)

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 Troy Acres First Addition, generally located at 520 South Troy 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.) (By: Crawford-Mace, LLC; 520 South Troy Avenue; Preliminary Plat of Troy Acres, First Addition.)

18.2. Council Bill 2023-058 (Horton)

A special ordinance authorizing the City Manager, or his designee, to accept a donation of \$45,000 from the Downtown Community Improvement District of Springfield, Missouri, to provide funds for additional on-street parking and improvements at the southeast corner of the intersection of Boonville and East Chestnut Street; and amending the budget for Fiscal Year 2022-2023 to appropriate the donation funds.

19. CONSENT AGENDA – ONE READING BILLS.

20. CONSENT AGENDA – SECOND READING BILLS.

21. END OF CONSENT AGENDA.

22. ADJOURN.



City of Springfield

Minutes

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 21, 2023

6:30 PM

**City Council Chambers
Historic City Hall
830 Boonville Ave.**

1. ROLL CALL.

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

Absent: None.

*Member attended via Zoom.

2. APPROVAL OF MINUTES. (APPROVED AS PRESENTED)

2.1. Approval of Minutes. February 6, 2023, City Council Meeting and February 14, 2023, Special City Council Meeting.

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

Abstain: None.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS. (APPROVED AS PRESENTED)

CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

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

Absent: None. Abstain: None.

4. CEREMONIAL MATTERS.

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

City Manager's Report

Jason Gage, City Manager, noted the City of Springfield, with APD Urban Planning Management, will hold a community meeting from 6:00 p.m. to 8:00 p.m. on February 23, 2023, at the Springfield Art Museum. This meeting will provide information regarding a city-wide housing study, which aims to create a detailed housing database providing information about housing conditions, unit counts, affordability, and overall neighborhood characteristics, and is an opportunity to learn about the state of housing and for citizens to provide information about their experiences living in Springfield.

Mr. Gage noted the Citizens' Advisory Committee for Community Development will hold a public hearing in the Busch Building on Tuesday, February 28, 2023, at 6:00 p.m., to solicit input on the City of Springfield's proposed use of U.S. Department of Housing and Urban Development (HUD) funds for fiscal year 2023, and its U.S. Department of Housing & Urban Development Annual Action Plan at 6 p.m.

Mr. Gage noted the City of Springfield has issued a request for qualifications (RFQ) through 1 p.m., Monday, March 13, 2023, for construction manager at risk services for the Historic City Hall Renovation project. The project will involve the substantial renovation of the interior of Historic City Hall, including three occupied floors as well as a full basement and attic space, to allow the building to continue as a municipal office and meeting facility. He further noted the City's construction budget for the project is approximately \$10 million and will be funded primarily through the City's Level Property Tax and City-allocated American Rescue Plan Act (ARPA) funds.

Mr. Gage noted job seekers will have the opportunity to meet with designers, contractors, consultants, and labor unions who are involved in the Grant Avenue Project to talk about job openings at their respective organizations. The industry job fair will take place at 10:30 a.m. on February 23, 2023. The goal of the job fair is to highlight the variety of careers associated with a large-scale project like the Grant Avenue Parkway and provide access to job seekers looking to pursue those careers in design, contracting, engineering, and construction. He further noted the location would be posted.

Mr. Gage reminded everyone it is pothole season, and these can be reported by calling the Citizen Resource Center at 417-864-1010, using the mobile app "GoSpringfieldMo" or filling out a form online.

Councilman Hosmer thanked Mr. Gage for the 2019 community impact report on marijuana facilities. He cited several negative statistics regarding crime around marijuana facilities. Councilman Hosmer expressed his belief the City should rethink the distances at which marijuana facilities can be located from daycares and churches. Councilman Hosmer asked when the 3% tax on the facilities would start and expressed his belief that part of the tax should be used for law enforcement. Mr. Gage responded these ideas will be reviewed.

Councilman Ollis asked if a neighborhood meeting could be set up between neighbors, businesses, and MoDOT regarding the Sunshine Street corridor plan. Mr. Gage responded it would be possible. Councilman Ollis expressed his willingness to work with City staff to facilitate the meeting.

Police Chief's Report

Chief Williams provided a report on 2022 Crime Data. Chief Williams noted a decrease of approximately 17% in crime overall, including Crimes Against Persons, Property, and Society. He further noted Crimes Against Persons decreased by 5.1%, and Crimes Against Property decreased by 21.4% overall. Chief Williams noted there was a decrease in most categories. Theft of auto parts had a significant decrease. Burglary and auto theft decreased overall. Chief Williams thanked the police department and noted cooperation with citizens is part of the reason for the decrease. Chief Williams noted Crimes Against Society decreased by 19.2% from 2021. The data showed a notable decrease in all crimes overall. Chief Williams added there were 20,000 reported crimes in 2022, which is a decrease from two years ago. He added a portion of this result is from less proactive policing, and a change in marijuana laws may cause the stats to remain flat.

Chief Williams noted the four Quarterly Focus and Trending Crimes topics for 2023 are Robbery for Quarter 1, Sexual Assaults for Quarter 2, Theft From Vehicles for Quarter 3, and Domestic Assaults for Quarter 4. He further noted of the trends of crime from the previous year, robbery was the only category that increased.

Chief Williams noted gun violence increased in 2022, with 356 shots-fired calls and 73 injured. He further noted 229 illegal guns were seized in 2022. Chief Williams added the number of cases thus far for 2023 as 33. He noted work has continued to solve cases, and efforts are directed at violent crimes. Chief Williams noted there is a group of criminals that account for a great number of violent cases, with many of those acts directed at each other. Chief Williams added 37 guns were seized, 57 individuals responsible have been identified, and 32 of those have been charged with crimes. He noted there are hot-spots for shots-fired calls and these are a focus of the department.

Chief Williams noted municipal warrants increased. Chief Williams further noted there is a focus on arresting those with municipal warrants. Chief Williams noted an increase in municipal citations and a decrease in traffic crashes, including a decrease in fatalities. The increase in municipal prisoners after September 2022 is due to more arrests for municipal warrants. Chief Williams noted the average number of municipal prisoners per day ranges from approximately 21 to 55 per day.

Chief Williams discussed Directed Patrol efforts. He noted the budget left over due to understaffing is used to fund overtime for directed patrol efforts to reduce crime. Chief Williams noted the Plaza Shopping Center and the North Glenstone Avenue areas as examples. He added The Plaza Shopping Center problem was solved, and the North Glenstone Avenue problem is ongoing. Chief Williams noted some of the North Glenstone problems were displaced.

Chief Williams noted a reduction in traffic crashes and fatalities, with an increase in traffic injuries. He added approximately 1,000 more tickets were written overall. Chief Williams noted the Data Driven Approaches to Crime and Traffic Safety (DDACTS) program using a visible presence to drive crime down. The DDACTS focus on four specific quadrants yielded approximately 300 more traffic stops per month, and approximately 30 fewer traffic accidents per month.

Chief Williams provided a staffing update. He noted there are currently 48 vacant positions for officers. Chief Williams added this includes the lowest number of injured and military leave vacancies in a decade. He noted there are 21 officers currently in training who will graduate next month. Chief Williams reported the goal of applicants for 2022 was exceeded. He noted there were 419 applicants and 6 Lateral Hires in 2022. Chief Williams noted there were 14 Police Service Representative positions filled in 2022.

Mayor Pro Tem Simpson thanked Chief Williams for the report. He expressed his appreciation for the update on direct patrol work. Mayor Pro Tem Simpson asked if there is an update on the status of dealing with gambling. Chief Williams responded the department is waiting for direction from the State before addressing the issue.

Councilman Lear thanked Chief Williams for his report. He asked if there is a way through ordinances to mitigate facilities that are an ongoing problem in regard to crime. He asked if Greene County statistics are separate from city statistics. Chief Williams responded affirmatively.

Councilman McGull asked for an update on 12-hour shifts that were implemented in the Police Department. Chief Williams responded that the majority of police officers are satisfied with the shifts. Chief Williams noted the increase in Municipal Court and that he works closely with the court regarding the increase.

Councilman Hosmer asked if there is a common denominator for gun violence. Chief Williams responded there are all ages, and the violence is related to several different types of crime. He added there have been 57 individuals identified as the majority of the problem. Chief Williams noted the department works closely with juvenile resources due to the increase in juvenile offenders and the seriousness of their first-time offenses. Councilman Hosmer asked if an unregistered vehicle can be cited by Traffic Service Officers if it is on the street. Chief Williams responded affirmatively.

Councilman Hosmer asked if there has been any response regarding using MoDOT cameras at intersections they maintain. Mr. Gage responded he has not yet received a response from MoDOT. Councilman Hosmer asked the cost of cameras for the intersections. Chief Williams responded the cost is approximately \$3,500 each.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2023-034 (Horton). **Tabled until the March 20, 2023, City Council Meeting.**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 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.)

Councilwoman Horton noted parts of the proposed project did not go to the Planning and Zoning Commission. She added there is no code in place stating a neighborhood meeting must be rescheduled in cases such as inclement weather. Ms. Horton expressed her belief the dangerous inclement weather on the night of the neighborhood meeting caused a lack of attendance. Ms. Horton expressed her belief the issue should be tabled or remanded back to the Planning and Zoning Commission to be further reviewed. Councilwoman Horton questioned why the developer was not willing to buy the entire parcel.

Councilwoman Horton expressed her belief the proposed should be remanded back to the Planning and Zoning Commission. Mayor McClure asked for clarification. Councilwoman Horton responded the issue should be remanded back to accommodate the time limitations on having a neighborhood meeting.

Mayor McClure asked for legal clarification. He questioned the best way to proceed given the suggestion.

Jason Gage, City Manager, noted it is being reviewed by law. Mr. Gage suggested a recess to give the Law Department more time to look into the issue. Mayor McClure asked if the proposed could be tabled until later in the meeting. Mr. Gage noted Council Bill 2023-034 could be tabled until later in the meeting.

Councilwoman Horton moved to table Council Bill 2023-034 to be discussed after Council Bill 2023-040. Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure. None. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2023-035 (Hardinger) **ORDINANCE 27803**

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.

Council Bill 2023-035 (Hardinger) was approved by the following vote: Ayes: Lear, Hardinger, Horton, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. None. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2023-036

(Lear, Hardinger, Schilling, and Simpson) **ORDINANCE 6778**

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.)

Council Bill 2023-036 (Lear, Hardinger, Schilling, and Simpson) was approved by the following vote: Ayes: Hardinger, Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. None. Nays: None. Absent: None. Abstain: None.

6.4. Council Bill 2023-037 (Schilling) **ORDINANCE 27804**

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.

Councilman Lear noted the proposed will allow the City to use eminent domain. He added the proposed would also allow the property owner to receive fair value, and negotiations can continue on the property. He added third parties are used to determine fair value.

Jason Gage, City Manager, noted when there is an eminent domain case, negotiations continue and the goal is to come up with a fair value during the negotiations.

Mayor Pro Tem Simpson asked for clarification on the fair market value for the relocation costs. He asked if the relocation costs are separate from the fair market value of the building. Mr. Gage responded the process is separate for relocation.

Councilman Hosmer asked if there is a way to allow the building to remain. Mr. Gage expressed his belief this would cause a complete redesign of the plan to accommodate the existing building. Councilman Hosmer expressed his belief the owner would also be allowed a jury trial if they do not believe the settlement to be fair.

Council Bill 2023-037 (Schilling) was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. None. Nays: None. Absent: None. Abstain: None.

6.5. Council Bill 2023-038 (Horton) **ORDINANCE 27805**

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.

Council Bill 2023-038 (Horton) was approved by the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Horton, and McClure. None. Nays: None. Absent: None. Abstain: None.

6.6. Council Bill 2023-039 (Simpson) **ORDINANCE 27806**

A special ordinance 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.

Mayor Pro Tem Simpson expressed his support for the proposed. He thanked the State Legislature and Governor for supporting the project. He noted this will create expanded opportunity for North Springfield.

Councilman Hosmer verified the American Rescue Plan Act (ARPA) passed in a prior fiscal year. He expressed his belief the Federal Government should also be thanked for the funds.

Council Bill 2023-039 (Simpson) was approved by the following vote: Ayes: Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Horton, McGull, and McClure. None. Nays: None. Absent:None. Abstain: None.

6.7. Council Bill 2023-040 (Lear) **ORDINANCE 6779**

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.

Council Bill 2023-040 (Lear) was approved by the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, and McClure. None. Nays: None. Absent:None. Abstain: None.

6.8. Council Bill 2023-034 (Horton) **Tabled from Item 6.1 to Item 6.8. Then tabled until the March 20, 2023, City Council Meeting.**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 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.)

Council Bill 2023-034 was tabled from item 6.1 to item 6.8 on this agenda. The discussion continued at that point.

Rhonda Lewsader, City Attorney, responded according to City Code Section 36-367, City Council can remand to the Planning and Zoning Commission by a simple majority. Ms. Lewsader noted there is nothing in the code that suggests this would trigger a new neighborhood meeting. She added that City Council can request a second neighborhood meeting, although there is no procedure set forth to do so.

Councilwoman Horton suggested the time be reset so another neighborhood meeting was necessary 21 days prior to the Planning and Zoning Commission meeting. Ms. Lewsader responded the City does not have authority to require some of the steps that have been proposed.

Councilman Lear asked if an explanation should be provided if the proposed were to be remanded. Ms. Lewsader responded affirmatively and added, in doing so, City Council would be creating a new procedure. Mayor McClure expressed his agreement that if the proposed were remanded, an explanation as to why would be necessary.

Mayor Pro Tem Simpson noted remanding sends an issue back through the Planning and Zoning Commission process. A second neighborhood meeting cannot, by Code, be required by City Council.

Councilman Schilling expressed his belief there is good sense in being fair and giving citizens a chance to express their opinions. Ms. Lewsader responded this is not addressed in City Code. She noted City Council could re-open the meeting to comments from neighbors.

Councilman Lear expressed his belief there would be concern to set precedent by requesting another neighborhood meeting. If remanded, there would be additional chance for neighborhood input. He noted there were multiple times of opportunity for citizen input prior to the current City Council meeting.

Mr. Gage suggested City Council could table the Council Bill to a later meeting and suggest the developer hold a meeting.

Councilwoman Horton expressed she would feel comfortable with this solution.

Mayor McClure moved Council Bill 2023-034 be tabled until the March 20, 2023, City Council meeting with the request that the developer hold an additional neighborhood meeting. Councilwoman Horton seconded the motion and it was approved by the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure. None. Nays: None. Absent:None. Abstain: None.

7. RESOLUTIONS.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-046 (Hardinger) ORDINANCE 27808

A special ordinance authorizing the City Manager, or his designee, to accept a Disease Intervention Specialist Workforce Program grant from the Federal Department of Health and Human Services Centers for Disease Control and Prevention through the Missouri Department of Health and Senior Services in the amount of \$303,194.10 for use by the Springfield-Greene County Health Department in support of the sexually transmitted disease prevention and control strategies and to enter into necessary agreements to

carry out the grant; amending the Fiscal Year 2022-2023 budget of the Springfield-Greene County Health Department in the amount of \$303,194.10 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

Jon Mooney, Assistant Director of Health, provided a brief overview of the proposed. Mr. Mooney noted the proposed would allow an extension to funding to focus on syphilis, which is on the rise. He noted data shows 288 cases of syphilis in 2022, which is a more moderate increase than in previous years. Mr. Mooney noted the accomplishments in the first three months including hiring two staff members, a partnership with the Centers for Disease Control and the Missouri Department of Health and Senior Services, and development of outreach strategies, and strengthening partnerships with healthcare partners. He expressed his belief the program would be running within three months.

Council Bill 2023-046 (Hardinger) was approved by the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure. None. Nays: None. Absent:None. Abstain: None.

10.2. Council Bill 2023-047 (Hardinger) **ORDINANCE 27809**

A special ordinance authorizing the City Manager, or his designee, to accept a State Homeland Security Grant Program grant to support the sustainment and operation of the Springfield Fire Department/Region-D Hazardous Materials Team, Technical Rescue Team, and Bomb Squad, with a combined value of \$309,501.20; and declaring that this bill qualifies for approval in one reading.

David Pennington, Fire Chief, provided a brief overview of the proposed. Chief Pennington noted the proposed would allow the department to accept a Homeland Security Grant to support the sustainment and operation of the Springfield Fire Department/Region-D Hazardous Materials Team, Technical Rescue Team, and Bomb Squad. He added there is no local match required.

Mayor Pro team Simpson asked if the equipment and training serves the entire region-D. Chief Pennington responded affirmatively.

Council Bill 2023-047 (Hardinger) was approved by the following vote: Ayes: Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, Hosmer, and McClure. None. Nays: None. Absent:None. Abstain: None.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

13. FIRST READING BILLS. It is anticipated that City Council will vote on these bills at the March 6, 2023, City Council Meeting.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-048 (Simpson)

A special ordinance amending the budget of the Springfield Art Museum for Fiscal Year 2022-2023 in the amount of \$200,000 to appropriate funds from the Art Museum Special Project Fund for the acquisition of an outdoor sculpture.

Nick Nelson, Art Museum Director, provided a brief overview of the proposed. Mr. Nelson noted the proposed would amend the budget of the Springfield Art Museum in the amount of \$200,000 to allow for the acquisition of an outdoor sculpture. He further noted the outdoor sculpture is part of the Museum's Master Plan. He added the Art Museum Board voted to approve the purchase of an outdoor sculpture.

Mayor Pro Tem Simpson asked for a preview of the sculpture. Mr. Nelson responded the Museum is interested in a sculpture by artist Sarah Braman. He added the art piece is an abstract piece made with concrete and stained glass.

13.2. Council Bill 2023-049 (Hosmer)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to classifications and salary grades for various job titles within the City service as contained in the Professional, Administrative, and Technical Non-Union Schedule by adding seven (7) new job titles and deleting four (4) job titles; and the Professional, Administrative, and Technical IBEW Union Schedule by adding two (2) job titles; amending the Fiscal Year 2022-2023 budget to adjust the authorized employee positions by adding seven (7) new Full Time Equivalent positions to the Environmental Services Department; and establishing two new Occupational Series Groups, one for the Veterinarian position and one for Labor and Employee Relations positions, both with associated Occupational Series market pay adjustments.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would allow for the addition of seven new job titles and deletion of four job titles to the Professional, Administrative, and Technical Non-Union Schedule, and add two new job titles to the Professional, Administrative, and Technical IBEW Union Schedule. She added the second component would add seven new full-time equivalent positions to the Environmental Services Department and establish two new Occupational Series Groups; one Veterinarian position and one Labor and Employee Relations position, both with Occupational Series market pay adjustments.

13.3. Council Bill 2023-050 (Lear)

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, Series 2023, in a principal amount not to exceed \$15,500,000 for the purpose of providing funds to pay costs related to improvements to Historic City Hall, the City's animal shelter and Public Works operations building, and certain fire stations; amending the Fiscal Year 2022-2023 budget of the City in the amount of \$15,500,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed would authorize the sale of Special Obligation Improvement Bonds, Series 2023, in a principal amount not to exceed \$15,500,000, for the purpose of providing funds to pay costs related to improvements to Historic City Hall, the City's portion of the animal shelter, fire station improvements, Hazelwood Cemetary improvements, and Public Works operations building improvements. He noted the projects were identified in the 2017 Level Property Tax campaign.

Councilman Lear asked what the anticipated interest rate would be. Mr. Holtmann responded increases have been noted within the last 30 days, and it is anticipated to be approximately 4.1% true interest cost.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. Calvin Allen wishes to address City Council. **Appeared.**

Calvin Allen addressed City Council. Mr. Allen noted an internal affairs complaint issued to Chief Williams in September 2021. He expressed his belief there was negligence in the investigation of the murder of Calvin Allen Jr. Mr. Allen presented documents to the City Clerk's Office regarding the complaint. The documents were distributed to City Council members by email.

15. NEW BUSINESS. All items were accepted as presented.

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.

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

19.1. Council Bill 2023-051 (Ollis) **RESOLUTION 10689**

A resolution confirming the appointments of Matt Schaefer and Brent Parker to the Convention and Entertainment Community Improvement District Board of Directors.
(Staff recommends approval.)

Council Bill 2023-051 (Ollis) was approved by the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure. None. Nays: None. Absent:None. Abstain: None.

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

20.1. Council Bill 2023-042 (Ollis) **ORDINANCE 27807**

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.

Council Bill 2023-042 (Ollis) was approved by the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure. None. Nays: None. Absent: None. Abstain: None.

21. BOARD CONFIRMATIONS. All items were accepted as presented.

21.1. Confirm 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.

21.2. Confirm 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.

21.3. Confirm the following reappointment to the Mayor's Commission on Human Rights and Community Relations: Chase Snider with term to expire October 1, 2025.

21.4. Confirm 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.

21.5. Confirm the following reappointment to the Police Civilian Review Board: Katie Bolt-Goeke with term to expire May 1, 2025.

21.6. Confirm the following appointment to the Police Civilian Review Board: Kim Flores with term to expire May 1, 2025.

22. END OF CONSENT AGENDA.

23. ADJOURN.

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

**February 28, 2023
Springfield, Missouri**

The City Council met in special session on February 28, 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: Monica Horton, Abe McGull, Mike Schilling, Matt Simpson, Craig Hosmer, Richard Ollis, Andy Lear, Heather Hardinger*, and Ken McClure.
Absent: None.

*Attended via Zoom.

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 this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk



EXPLANATION TO COUNCIL BILL 2023-048 (SIMPSON)

FILED: 02/23/2023

ORIGINATING DEPARTMENT: Art Museum

PURPOSE: A special ordinance amending the budget of the Springfield Art Museum for Fiscal Year 2022-2023 in the amount of \$200,000 to appropriate funds from the Art Museum Special Project Fund for the acquisition of an outdoor sculpture.

BACKGROUND INFORMATION: Authorizing a budget adjustment amending the budget of the Springfield Art Museum for Fiscal Year 2022-2023 in the amount of \$200,000 to appropriate fund balance from the Art Museum Special Project Fund for the acquisition of outdoor sculpture.

As part of the Master Plan for the Springfield Art Museum, the Museum is installing outdoor sculpture in its Amphitheater to expand the use of outdoor spaces and to enhance the visitor experience. Funds for the acquisition of outdoor sculpture are provided through the deaccession of artworks from the Museum's collection. The Museum has a fund balance in the amount of \$501,015 from deaccessioned artwork in its fund balance that will be utilized for this purpose. As funds from deaccessioned artworks, these funds are limited to the purchase of works for the Museum's collection or direct care of the Museum's collection per the Museum's Collection Management Policy. This purchase of outdoor sculpture was approved by the Springfield Art Museum Board at the November 17, 2022 meeting.

Submitted By: Nick Nelson, Director of Art Museum

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

Attachments:

1. 01. Budget Adjustment for Purchase of Outdoor Sculpture_ord
2. ART Purchase of Outdoor Sculpture

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 02-14-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-048

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget of the Springfield Art Museum for Fiscal Year 2022-2023
2 in the amount of \$200,000 to appropriate funds from the Art
3 Museum Special Project Fund for the acquisition of an outdoor
4 sculpture.
5 _____
6

7 WHEREAS, as part of the Master Plan for the Springfield Art Museum
8 ("Museum"), the Museum is installing an outdoor sculpture in its Amphitheater to
9 expand the use of outdoor spaces and to enhance the visitor experience; and
10

11 WHEREAS, the Museum has a fund balance from deaccessioned artwork that is
12 limited to purchase works for the Museum's collection or provide direct care of the
13 Museum's collection per the Museum's Collection Management Policy; and
14

15 WHEREAS, the Springfield Art Museum Board has approved the purchase of an
16 outdoor sculpture.
17

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

21 Section 1 – The budget of the Springfield Art Museum for Fiscal Year 2022-2023
22 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 038, a copy of which is attached hereto and incorporated herein by reference as
24 "Exhibit A."
25

26 Section 2 – City Council finds that the budget adjustment made above has been
27 recommended by the Springfield Art Museum Board and the City Manager.
28

29 Section 3 – The City Manager is directed to cause the appropriate accounting
30 entries to be made in the books and records of the City.
31

32 Section 4 – This Ordinance shall be in full force and effect from and after
33 passage.

34 Passed at meeting: _____

35

36

37

38

39

40

41

42

43

44

45

46

47

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
038

Revenues:

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

Expenditures:

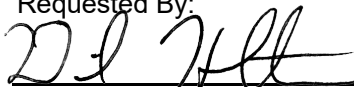
Fund	Dept	Org	Account	P&G	Location	Amount	Description
29130	02	21010	507550			\$ 200,000	Acquisition of outdoor sculpture
Net Expenditure Adjustment						\$ 200,000	

Fund Balance Appropriation:

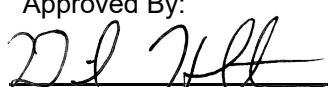
Fund	Title	Amount
29130	Art Special Project Fund	(200,000)

Explanation: To amend the FY2022-2023 budget by appropriating fund balance from the Art Special Project Fund for the acquisition of outdoor sculpture.

Requested By:

 02-14-2023
Department Head Date

Approved By:

 02-14-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-048
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-049 (HOSMER)

FILED: 02/23/2023

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to classifications and salary grades for various job titles within the City service as contained in the Professional, Administrative, and Technical Non-Union Schedule by adding seven (7) new job titles and deleting four (4) job titles; and the Professional, Administrative, and Technical IBEW Union Schedule by adding two (2) job titles; amending the Fiscal Year 2022-2023 budget to adjust the authorized employee positions by adding seven (7) new Full Time Equivalent positions to the Environmental Services Department; and establishing two new Occupational Series Groups, one for the Veterinarian position and one for Labor and Employee Relations positions, both with associated Occupational Series market pay adjustments.

BACKGROUND INFORMATION: To amend the Springfield City Code, Section 2-92, known as the "Salary Ordinance," relating to classifications and salary grades for various job titles within the City service as contained in the Professional, Administrative, and Technical ("PAT") Non-Union Schedule by adding seven (7) new job titles and deleting four (4) job titles; and in the Professional, Administrative, and Technical ("PAT") IBEW Union Schedule by adding two (2) job titles; to amend the Fiscal Year 2022-2023 budget to adjust the authorized employee positions with the addition of seven (7) new Full Time Equivalent ("FTE") positions to the Environmental Services Department; and to establish two new Occupational Series Groups, one specifically for the Veterinarian position and one specifically for Labor and Employee Relations positions, both with an associated Occupational Series market pay adjustment.

This salary ordinance contains recommendations related to routine job title additions due to department organizational changes, completed job studies and career ladder reviews, and updating existing job titles. Job title additions include Youth Program Specialist, PAT Non-Union-5; Senior Payroll & Benefits Assistant, PAT Non-Union-6; HRIS & Payroll Specialist, PAT Non-Union-7; Senior Computer Program Analyst, PAT Non-Union-8; Health Policy Analyst, PAT Non-Union-9; Labor Relations Manager, PAT Non-Union-9; Airport Maintenance & Asset Manager, PAT Non-Union-11; Street and Sewer Construction Technician, PAT IBEW Union-7; and Street and Sewer Construction Inspector, PAT IBEW Union-8.

The salary ordinance includes deletions for job titles that will no longer be used. Job title deletions include Lead Payroll & Benefits Assistant, PAT Non-Union-6; Payroll Specialist, PAT Non-Union-7; Street and Sewer Construction Technician, PAT Non-Union-7; and Street and Sewer Construction Inspector, PAT Non-Union-8.

Additionally, the seven (7) new FTE positions for the Solid Waste Division of Environmental Services are one (1) Parts & Inventory Control Clerk, CTL Union-8; one (1) Grounds and Building Maintenance Coordinator, CTL Non-Union-8; four (4) Laborer, CTL Union-3; and one (1) Administrative Assistant, PAT Non-Union-4. These additional FTE positions are being recommended based on operational and service needs for existing and long-term services.

Human Resources recommends establishing a new Occupational Series Group, "Veterinary Practitioners," consisting of the Veterinarian position assigned to the Dickerson Park Zoo. It has been a long-standing practice when comparing the pay of City positions to similar organizations that the goal is to have City positions fall within the middle third of all organizations. Thus, based on external market pay factors and industry standards, a market pay adjustment of thirteen percent (13%) is recommended to position this group in a modest but competitive position with external markets while maintaining internal equity. In keeping with this past practice, the City can continue to build on its competitiveness, retain its incumbents, and develop its candidate pools.

Additionally, Human Resources also recommends establishing a new Occupational Series Group, "Labor and Employee Relations" which will consist of the Labor Relations Manager, Human Resources Coordinator – Employee Relations, and Senior Human Resources Specialist – Employee Relations positions. Based on external market pay factors and industry standards, as well as recruitment data collected over the past year, a market pay adjustment of fifteen percent (15%) is recommended to position this group in a modest but more competitive position with external markets in this niche and specialized area of Human Resources. Further, this new Occupational Series Group will be a subseries of the current Human Resources Occupational Series Group which currently receives a seven percent (7%) market pay adjustment. Therefore, this will constitute an eight percent (8%) aggregate increase to be competitive with the niche and specialized labor and employee relations job market.

Both new Occupational Series Groups will be subject to the previously established authority of the City Manager, in conjunction with Human Resources, to administratively add or remove job titles or positions from different groups.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. The changes reflected herein are cost-neutral or are funded in the existing Fiscal Year 2023 Budget previously approved by City Council. This includes the new FTEs for the Environmental Services Department; therefore, no new funds are requested as the Department will utilize existing funds in the budget. Estimated cost for the seven (7) FTEs for the remainder of Fiscal Year 2023 is approximately \$127,143; full-year, on-going cost for Fiscal Year 2024 is projected to be \$381,429.

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



Submitted By: Darla Morrison, Director of Human Resources

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

Attachments: 1. 05. Human Resources Salary Ordinance Council Bill

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 02-14-23

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-049

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Section 2-92, known as the 'Salary
2 Ordinance,' relating to classifications and salary grades for various job
3 titles within the City service as contained in the Professional,
4 Administrative, and Technical Non-Union Schedule by adding seven
5 (7) new job titles and deleting four (4) job titles; and the Professional,
6 Administrative, and Technical IBEW Union Schedule by adding two (2)
7 job titles; amending the Fiscal Year 2022-2023 budget to adjust the
8 authorized employee positions by adding seven (7) new Full Time
9 Equivalent positions to the Environmental Services Department; and
10 establishing two new Occupational Series Groups, one for the
11 Veterinarian position and one for Labor and Employee Relations
12 positions, both with associated Occupational Series market pay
13 adjustments.
14
15
16

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

19
20 NOTE: **Bold** language is being added and ~~stricken~~ language is being deleted.

21
22 Section 1 – Springfield City Code, Section 2-92, known as the 'Salary
23 Ordinance,' relating to various salary grades for various job titles within the City service
24 as contained in the Classifications of the Professional, Administrative, and Technical
25 Non-Union Schedule is hereby amended by adding and removing the following job
26 titles:

27
28 Proposed Job Title and Salary Grade
29 (Title to be Added)

30
31 Classification:

Salary Grade:

32
33 **Youth Program Specialist**

PAT-5

Senior Payroll & Benefits Assistant	PAT-6
HRIS & Payroll Specialist	PAT-7
Senior Computer Program Analyst	PAT-8
Health Policy Analyst	PAT-9
Labor Relations Manager	PAT 9
Airport Maintenance & Asset Manager	PAT-11

Proposed Job Title and Salary Grade
(Titles to be Deleted)

Classification:	Salary Grade:
-----------------	---------------

Lead Payroll & Benefits Assistant	PAT-6
Payroll Specialist	PAT-7
Street and Sewer Construction Technician	PAT-7
Street and Sewer Construction Inspector	PAT 8

Section 2 – Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ relating to various salary grades for various job titles within the City service as contained in the Classifications of the Professional, Administrative, and Technical IBEW Union Schedule is hereby amended by adding the following job titles:

Proposed Job Title and Salary Grade
(Title to be Added)

Classification:	Salary Grade:
-----------------	---------------

Street and Sewer Construction Technician	PAT IBEW UNION-7
Street and Sewer Construction Inspector	PAT IBEW UNION-8

Section 3 – The Fiscal Year 2022-23 budget of the City is hereby amended by changing the number of authorized job positions for the following department by adding the listed full-time equivalent positions:

FTE	Job Title	Department
1.0	Parts & Inventory Control Clerk	Environmental Services (Solid Waste)
1.0	Grounds and Building Maintenance Coordinator	Environmental Services (Solid Waste)
4.0	Laborer	Environmental Services (Solid Waste)
1.0	Administrative Assistant	Environmental Services

(Solid Waste)

Section 4 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” shall be amended to include two new Occupational Series Groups, titled “Veterinary Practitioners” and “Labor and Employee Relations,” and this section shall be numbered and placed within the Salary Ordinance at a location the City Attorney deems appropriate. Specifically, the following provisions shall be added to the Salary Ordinance:

Veterinary Practitioners Occupational Series Group

- A. There is hereby created a new Occupational Series Group, “Veterinary Practitioners,” which shall initially consist of the Veterinarian position.
- B. The initial Occupational Series market pay adjustment for the Veterinary Practitioners Group shall be a thirteen percent (13%) multiplier of the annual base pay rate for positions within the Veterinary Practitioners Group.
- C. The Veterinary Practitioners Group shall be subject to the previously established rules regarding administration of the Occupational Series Market Adjustment Program, including the discretionary authority granted to the City Manager to apply an additional annual multiplier (currently set at an annual maximum five percent (5%)) and to add or remove job titles or positions to or from said group.

Labor and Employee Relations Occupational Series Group

- A. There is hereby created a new Occupational Series Group, “Labor and Employee Relations,” which shall initially consist of the Labor Relations Manager, Human Resources Coordinator—Employee Relations, and Senior Human Resources Specialist—Employee Relations positions.
- B. The initial Occupational Series market pay adjustment for the Labor and Employee Relations Group shall be a fifteen percent (15%) multiplier of the annual base pay rate for positions within the Labor and Employee Relations Group.
- C. The Labor and Employee Relations Group shall be subject to the previously established rules regarding administration of the Occupational Series Market Adjustment Program, including the discretionary authority granted to the City Manager to apply an additional annual multiplier (currently set at an annual maximum of five percent (5%)) and to add or remove job titles or positions to or from said group.

120 Section 5 - This Ordinance shall be in full force and effect from and after
121 passage.

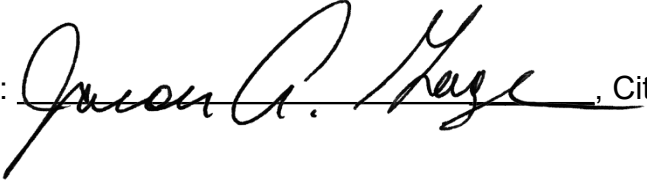
122
123 Passed at meeting: _____

124
125 _____
126 Mayor

127
128 Attest: _____, City Clerk

129
130 Filed as Ordinance: _____

131
132
133 Approved as to form: , Assistant City Attorney

134
135
136 Approved for Council action: , City Manager



EXPLANATION TO COUNCIL BILL 2023-050 (LEAR)

FILED: 02/23/2023

ORIGINATING DEPARTMENT: Finance

PURPOSE: A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, Series 2023, in a principal amount not to exceed \$15,500,000 for the purpose of providing funds to pay costs related to improvements to Historic City Hall, the City's animal shelter and Public Works operations building, and certain fire stations; amending the Fiscal Year 2022-2023 budget of the City in the amount of \$15,500,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

BACKGROUND INFORMATION: Voters approved the level property tax on November 7, 2017, allowing the City to use funds from the property tax levy for municipal purposes. The City is authorized and intends to issue special obligation bonds payable by the City only with annual appropriations approved by City Council. The City's intent is to make its debt service payment from amounts annually appropriated by the City Council from balances in the level property tax fund. The proposed bond issue will fund the improvements noted above which were identified during the 2017 level property tax campaign.

This Ordinance is presented as an emergency under Section 2.12(3) of the City Code of Springfield as it relates to the payment of expenses of city government. City Council is not expected to vote on this Ordinance immediately after the first reading. This Ordinance is presented as an emergency bill to allow changes to the ordinance, such as modifications to the bond terms and updated financial information after the first reading and prior to final approval by City Council.

Submitted By: David Holtmann, Director of Finance

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

Attachments:

1. 06. LPT SOB Series 2023 Bond Issuance Ord (1)
2. Exhibit A Indenture
3. Exhibit B POS 2023
4. Exhibit C TCA
5. Exhibit D CDA
6. Exhibit E BPA Series 2023
7. Exhibit F Budget Adjustment

One-rdg. _____
P. Hrngs. _____
Pgs. 158
Filed: 02-14-22

Sponsored by: Lear

First reading: _____

Second reading: _____

COUNCIL BILL 2023-050

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING and directing the issuance, sale and delivery by the City of
2 Springfield, Missouri, of Special Obligation Improvement Bonds,
3 Series 2023, in a principal amount not to exceed \$15,500,000 for
4 the purpose of providing funds to pay costs related to
5 improvements to Historic City Hall, the City's animal shelter and
6 Public Works operations building, and certain fire stations;
7 amending the Fiscal Year 2022-2023 budget of the City in the
8 amount of \$15,500,000; authorizing and approving certain
9 documents in connection with the issuance of the Bonds;
10 authorizing certain other documents and actions in connection
11 therewith; and declaring an emergency.
12
13
14

15 WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home
16 rule charter city and political subdivision of the State of Missouri, duly created,
17 organized, and existing under and by virtue of the Constitution and laws of the State of
18 Missouri and the City's charter; and
19

20 WHEREAS, pursuant to an approving vote of the electors of the City at a special
21 election held on November 7, 2017, the City is authorized to use funds from the
22 property tax levy approved at such election for municipal purposes; and
23

24 WHEREAS, the City desires to issue Special Obligation Improvement Bonds,
25 Series 2023 (the "Bonds"), in a principal amount not to exceed \$15,500,000, to (1)
26 finance improvements to Historic City Hall, the City's animal shelter and Public Works
27 operations building, and certain fire stations (the "Project"); (2) fund any required debt
28 service reserve fund for the Bonds; and (3) provide for payment of costs of issuance of
29 the Bonds; and
30

31 WHEREAS, the City is authorized under the City's charter and the Constitution of
32 the State of Missouri to issue and sell special obligation bonds for the purpose of paying
33 all or a part of the cost of financing the Project, with the principal of and interest on such

34 special obligation bonds being payable by the City only upon appropriation of moneys
35 therefore by the City Council; and
36

37 WHEREAS, the City presently intends to satisfy its obligation to make debt
38 service payments on the Bonds, the proceeds of which are used to finance the Project,
39 from amounts annually appropriated by City Council from balances in the City's level
40 property tax fund; and
41

42 WHEREAS, the Bonds shall not constitute a general obligation of the City, nor
43 shall the Bonds constitute an indebtedness of the City within the meaning of any
44 constitutional, statutory or charter provision, limitation or restriction, and the taxing
45 power of the City will not be pledged to the payment of the principal of or interest on the
46 Bonds; and
47

48 WHEREAS, the amendment to the budget for the City for the Fiscal Year 2022-
49 2023 related to the issuance of the Bonds has been recommended and approved by the
50 City Manager.
51

52 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
53 SPRINGFIELD, MISSOURI, AS FOLLOWS:
54

55 Section 1 - Authorization of Bonds. There shall be issued and hereby are
56 authorized and directed to be issued one series of special obligation bonds designated
57 as follows: Special Obligation Improvement Bonds, Series 2023 (the "Bonds") (with
58 such additional appropriate series identifier as the officers of the City deem necessary),
59 in a principal amount not to exceed \$15,500,000, for the purpose of paying all or part of
60 the costs of financing the Project, funding any required debt service reserve fund for the
61 Bonds, and paying costs related to the issuance of the Bonds.
62

63 Section 2 - Description of Bonds. The Bonds shall consist of fully registered
64 bonds without coupons, numbered from R-1 upward in order of issuance, in
65 denominations of \$5,000 or any integral multiple thereof. The Bonds shall be
66 substantially in the form set forth in the Indenture (described below), and shall be
67 subject to registration, transfer and exchange as provided in the Indenture. The Bonds
68 shall be dated as of their date of issuance, shall bear interest at fixed interest rates with
69 a true interest cost not exceeding 5.00% per annum (computed on the basis of a 360-
70 day year of twelve 30-day months) from the date thereof or from the most recent
71 interest payment date for the Bonds to which interest has been paid or duly provided
72 for, payable semiannually on May 1 and November 1 in each year, beginning on
73 November 1, 2023. The Bonds shall have such other terms to be determined in the
74 manner described in the following paragraph.
75

76 The City Council does hereby establish a Final Terms Committee for the Bonds
77 (the "Committee") to consist of two members, being the Mayor and the Director of
78 Finance, which Committee acting unanimously is hereby authorized for and on behalf of
79 the City to establish for the Bonds (a) the principal amount of the Bonds, which shall not

80 exceed \$15,500,000; (b) the principal maturity dates of the Bonds and the principal
81 amount thereof maturing on such dates, with a final maturity not later than the year
82 2042; (c) the purchase price for the Bonds shall not be less than 95 percent of the
83 principal amount thereof; (d) the weighted average maturity of the Bonds shall not be
84 less than 9.5 years nor more than 13.5 years; (e) the dates on which the Bonds are to
85 be redeemed pursuant to the optional and any mandatory redemption provisions of the
86 Indenture, as applicable, and the principal amount thereof to be redeemed on such
87 dates; (f) the interest rates to be borne by the Bonds, at fixed interest rates with a true
88 interest cost not exceeding 5.00 percent per annum, and (g) an underwriter's discount
89 not to exceed 0.80 percent of the proceeds of the Bonds plus an underwriter's expense
90 allowance of not to exceed 0.025 percent of the proceeds of the Bonds, all to be
91 established consistent with the following: On any date selected by the Committee, the
92 Committee shall determine the lowest and best interest rates and the most appropriate
93 maturities, redemption terms, and final principal amount and purchase price (including
94 any discount or premium) which, in the unanimous best judgment of the Committee at
95 that time, would produce the best bid for the Bonds in the then bond market for the
96 Bonds. The determination of the Committee and the final terms of the Bonds shall be
97 set forth in the Indenture and the Bond Purchase Agreement (herein defined) upon the
98 execution thereof.

99
100 Section 3 - Authorization of Documents. The City is hereby authorized to enter
101 into the following documents (the "City Documents"), in substantially the forms
102 presented to and approved by the City Council of the City at this meeting (copies of
103 which documents are attached hereto), with such changes therein as shall be approved
104 by the officers of the City executing such documents:

- 105
- 106 (a) Trust Indenture (the "Indenture") between the City and BOKF, N.A., as
107 Trustee (the "Trustee"), pursuant to which the Bonds shall be issued, in
108 substantially the form attached hereto and incorporated herein by this
109 reference as "Exhibit A;"
110
 - 111 (b) Official Statement (the "Official Statement") setting forth information
112 relating to the City and the Bonds (in the form of a Preliminary Official
113 Statement which is approved in substantially the form attached hereto and
114 incorporated herein by this reference as "Exhibit B");
115
 - 116 (c) Tax Compliance Agreement between the City and the Trustee entered into
117 in order to set forth certain representations, facts, expectations, terms and
118 conditions relating to the use and investment of the proceeds of the
119 Bonds, to establish and maintain the exclusion of interest on the Bonds
120 from gross income for federal income tax purposes, and to provide
121 guidance for complying with the arbitrage rebate provisions of Code §
122 148(f) as set forth in the Tax Compliance Agreement, in substantially the
123 form attached hereto and incorporated herein by this reference as "Exhibit
124 C;"
125

- (d) Continuing Disclosure Agreement between the City and the Trustee, as Dissemination Agent, under which the City agrees to provide continuing disclosure of certain financial information, operating data and material events, for the benefit of the owners of the Bonds and to assist Stifel, Nicolaus & Company, Incorporated (the "Purchaser") in complying with Rule 15c2-12 of the Securities and Exchange Commission, in substantially the form attached hereto and incorporated herein by this reference as "Exhibit D;" and
- (e) Bond Purchase Agreement (the "Bond Purchase Agreement") under which the City agrees to sell the Bonds to the Purchaser at the purchase price and upon the terms and conditions set forth therein, in substantially the form attached hereto and incorporated herein by this reference as "Exhibit E."

Section 4 - Preliminary and Final Official Statement. The Preliminary Official Statement, in substantially the form attached hereto as "Exhibit B," is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending, and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The City Manager is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5 - Security for the Bonds.

- (a) *Security for the Bonds.* The Bonds shall be special obligations of the City

payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the debt service fund, as established under the Indenture. The covenants and agreements of the City contained herein, in the Indenture and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds to the payment of the principal of and the interest on the Bonds, or otherwise, except as to the rate of interest and stated maturity for each Bond as provided in the Indenture.

- (b) *Nature of Obligations.* The obligation of the City to make payments into the debt service fund, and any other obligations of the City to make payments under this Ordinance and the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory, or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and under the Indenture and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

Section 6 - Covenant to Request Appropriations. The City Council hereby directs that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to Section 5 hereof, the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds in the next succeeding fiscal year of the City, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding fiscal year of the City.

Section 7 - Execution of Documents. The City is hereby authorized to enter into, and the Mayor, City Manager, Director of Finance, and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents and the Bonds and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8 - Severability. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance shall be severable. In the event that any such section,

paragraph, sentence, clause, or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete, and are incapable of being executed in accordance with the legislative intent.

Section 9 - Further Authority. The officers of the City, including the Mayor, the City Manager, the Director of Finance, the City Attorney, and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes, or additions in the foregoing agreements, statements, instruments, and other documents herein approved, authorized, and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 10 - Approval of Budget Adjustment. The City Council hereby amends the budget for the Fiscal Year 2022-2023 of the City in the accounts and in the amounts as shown on Budget Adjustment 039, a copy of which is attached hereto and incorporated herein by reference as "Exhibit F."

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

Section 12 - Emergency Measure; Effective Date. The City Council finds and declares that this Ordinance constitutes an emergency because it pertains to the immediate payment of current expenses of the city government. Therefore, this Ordinance shall take effect and be in full force and effect immediately after its passage by City Council.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as an Ordinance: _____

264 Approved as to form: Jill Bennis, Assistant City Attorney
265
266
267 Approved for Council action: Jason A. Hays City Manager

EXHIBIT A

**Gilmore & Bell, P.C.
February 2, 2023
Indenture v3.doc**

TRUST INDENTURE

Dated as of March 1, 2023

Between

CITY OF SPRINGFIELD, MISSOURI

and

**BOKE, N.A.,
as Trustee**

**\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2023**

TRUST INDENTURE

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Schedule 1 - Project

Exhibit A - Form of Bonds

Exhibit B - Form of Disbursement Request

* * *

TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of March 1, 2023, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, and having a corporate trust office located in Kansas City, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City’s Charter.

2. The City has determined that it is in the best interests of the City to issue \$[Principal Amount] aggregate principal amount of its Special Obligation Improvement Bonds, Series 2023 (the “Bonds”) to (a) finance improvements to historic City Hall, the City’s animal shelter and Public Works operations building, and certain fire stations, all as more fully described in **Schedule 1** hereto (the “Project”), and (b) provide for payment of costs of issuance of the Bonds.

3. On March 6, 2023, the City Council passed Special Ordinance No. ____ (the “Bond Ordinance”), authorizing the issuance of the Bonds pursuant to this Indenture for the above purposes.

4. Pursuant to the Bond Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described below (said property being herein collectively referred to as the “Trust Estate”), to wit:

To secure the payment of the principal of and interest on the Bonds, all Pledged Revenues for the Bonds and all moneys and securities from time to time held by the Trustee under the terms of this Indenture for the Bonds (except payments required to be made to meet the requirements of Section 148(f) of the Code, as defined below, whether or not held in the Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof (the "Trust Estate").

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

THE TRUST ESTATE IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the other Bonds, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in such Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void with respect to such Bonds so provided for; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Appropriated Moneys" means moneys of the City which have been annually appropriated by the City for making payments of the principal of and interest on the Bonds and other payments described herein.

"Authorized City Representative" means the Mayor, City Manager or Director of Finance of the City, or such other Person at the time designated to act on behalf of the City as evidenced by written

certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Denominations” means \$5,000 or any integral multiple thereof.

“Bonds” means the City’s Special Obligation Improvement Bonds, Series 2023, issued under this Indenture, as amended.

“Bond Counsel” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the City and acceptable to the Trustee.

“Bond Ordinance” means the Ordinance of the City authorizing the execution and delivery of this Indenture and the issuance of the Bonds.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“City” means the City of Springfield, Missouri, a constitutional home rule charter city and political subdivision of the State.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement of even date herewith, between the City and BOKF, N.A., as Dissemination Agent, as from time to time amended in accordance with the provisions thereof.

“Costs of Issuance Fund” means the fund by that name created in **Section 401** hereof.

“Debt Service Fund” means the fund by that name created in **Section 401** hereof.

“Event of Default” means any event or occurrence as defined in **Section 701** hereof.

“Financing Documents” means this Indenture, the Tax Compliance Agreement, the Continuing Disclosure Agreement and any other documents entered into in connection with the financing of the Project.

“Fiscal Year” means the fiscal year of the City, currently the twelve-month period beginning each July 1st and ending on the following June 30th.

“Government Securities” means bonds, notes, certificates of indebtedness, treasury bills or other securities which fit within the definition of Permitted Investments and constitute direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the

highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

“Immediate Notice” means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** hereof or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail, postage prepaid to such addressees.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Bonds or the Trustee, and who is acceptable to the Trustee.

“Original Purchaser” means Stifel, Nicolaus & Company, Incorporated, Kansas City, Missouri.

“Outstanding” means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with **Section 902** hereof;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206** hereof; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” or **“Registered Owner”** means the Person in whose name any Bond is registered on the Register.

“Paying Agent” means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

“Payment Date” means any date on which the principal of or interest on any Bonds is payable.

“Permitted Investments” means any of the following securities purchased in accordance with the Indenture and the City’s then-current policy for investment of funds, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) United States Treasury Securities (Bills, Notes, Bonds and Strips). The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

- (b) United States Agency/GSE Securities. The City may invest in obligations issued or guaranteed by any agency of the United States Government and in obligations issued by any governmental sponsored enterprise (GSE) which have a liquid market and a readily determinable market value that are described as follows:
- (1) U.S. Government Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.
 - (2) U.S. Government Agency Discount Notes. Purchased at a discount.
 - (3) U.S. Government Agency Callable Securities. Restricted to securities callable at par.
 - (4) U.S. Government Agency Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed interest rate.
 - (5) U.S. Government Agency Floating Rate Securities. The coupon rate floats off of only one index. Restricted to coupon with no interim caps that reset at least quarterly.
 - (6) U.S. Government Mortgage Backed Securities (MBS, CMO, Pass-Thru Securities). Restricted to obligations of FNMA, FHLMC and GNMA only.
- (c) Direct and general obligations of the State of Missouri (the “State”), to the payment of the principal of and interest on which the full faith and credit of such State is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.
- (d) Obligations of the City.
- (e) Certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the any trustee for the bonds or notes or any affiliate), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b), which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to the Trustee that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.
- (f) Any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by

the Federal Reserve Bank of New York, which repurchase agreement is secured by any one or more of the securities described in clauses (a) or (b) above.

- (g) Any mutual fund rated in either of the two highest rating categories by a nationally recognized rating agency which invests solely in one or more securities described in clause (a), (b) or (d) above.
- (h) Investments in a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and have a rating of “AAAm” or “AAAm-G” or better by Standard & Poor’s and is rated Aaa, Aa1 or Aa2 by Moody’s.
- (i) Investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized rating agency.
- (j) Banker’s acceptances issued by domestic commercial banks possessing the highest rating issued by a nationally recognized rating agency.
- (k) Commercial paper issued by domestic corporations which has received the highest rating issued by a nationally recognized rating agency.

“**Person**” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“**Pledged Revenues**” means all moneys held under the Indenture in the Debt Service Fund, together with investment earnings thereon.

“**Project**” means acquiring, constructing, improving and installing the improvements described in **Schedule 1**, acquiring any real property and easements and rights-of-way necessary for the improvements, paid for in whole or in part from the proceeds of Bonds, and all additions, modifications and improvements made to the Project, as they may at any time exist.

“**Project Costs**” means all of the cost of the design, construction and installation of the Project and other related costs of the Project, including, without limitation, (i) easement, right-of-way and real property acquisition costs, and (ii) professional fees, including engineering, financial consultants and legal fees.

“**Project Fund**” means the fund by that name created in **Section 401** hereof.

“**Rebate Fund**” means the fund by that name created in **Section 401** hereof.

“**Record Date**” for the interest payable on any interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such interest Payment Date.

“**Register**” means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

“**Registrar**” means the Trustee when acting as such under this Indenture.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article X** hereof.

“Tax Compliance Agreement” means the Tax Compliance Agreement of even date herewith, between the City and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means BOKF, N.A., Kansas City, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

- (a) *Authorized Amount and Title of Bonds.* There shall be issued under and secured by this Indenture a series of bonds in the aggregate principal amount of \$[Principal Amount] for the purpose of providing funds to the City to (1) finance the Project, and (2) provide for payment of costs of issuance of the Bonds, which series of bonds shall be designated “Special Obligation Improvement Bonds, Series 2023” (the “Bonds”). No bonds may be issued under this Indenture except in accordance with the provisions of this Article. The

total principal amount of bonds and the number of bonds that may be issued under this Indenture is limited as provided in this Section.

- (b) *Form of Bonds.* The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.
- (c) *Denominations.* The Bonds shall be issuable as fully registered Bonds in Authorized Denominations.
- (d) *Numbering.* Unless the City directs otherwise, the Bonds shall be numbered from R-1 upward.
- (e) *Dating.* The Bonds shall be dated as of the date of initial issuance and delivery thereof.
- (f) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Bond Register as of the close of business of the Trustee on the Record Date for such Payment Date, or (2) in the case of a principal or interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice delivered to the Trustee not less than 15 days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Owner wishes to have such transfer directed.

Section 202. Nature of Obligations.

- (a) The Bonds and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues for the Bonds and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the related Trust Estate to the Trustee and in favor of the Owners of such Bonds, as provided in this Indenture.
- (b) The obligation of the City to make payments under this Indenture does not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

- (c) No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future elected official of the City or any trustee, officer, official, employee or agent of the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official of the City, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 203. Execution, Authentication and Delivery of Bonds.

- (a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by the Persons who, at the actual time of the execution of such Bond, are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.
- (b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

Section 204. Registration, Transfer and Exchange of Bonds.

- (a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.
- (b) Any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, and in any denomination or denominations authorized by this Indenture.
- (c) Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same maturity, of any denomination or

denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.

- (d) In all cases in which Bonds are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.
- (e) No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the City. In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.
- (f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.
- (g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Description of Bonds.

- (a) There shall be issued and secured by this Indenture the Bonds in an aggregate principal amount of \$[Principal Amount].
- (b) The Bonds shall be dated March __, 2023 and shall become due in the amounts on the maturity dates, subject to redemption and payment prior to their maturities as provided in **Article III** hereof, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest Payment Date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on [November 1, 2023].

Serial Bonds

<u>Stated Maturity November 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2023	,000	.00%
2024	,000	.00
2025	,000	.00
2026	,000	.00
2027	,000	.00
2028	,000	.00
2029	,000	.00
2030	,000	.00
2031	,000	.00
2032	,000	.00
2033	,000	.00
2034	,000	.00
2035	,000	.00
2036	,000	.00
2037	,000	.00
2038	,000	.00
2039	,000	.00
2040	,000	.00
2041	,000	.00
2042	,000	.00

- (c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.
- (d) The Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** attached hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:
- (1) A copy of the Bond Ordinance, certified by the City Clerk of the City, approving the issuance of the Bonds and authorizing the execution of this Indenture.
 - (2) An original executed counterpart of this Indenture and the other Financing Documents.
 - (3) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the City and that the interest on the Bonds is excludable from gross income of the owners thereof for federal and Missouri income tax purposes.
 - (4) An opinion of Bond Counsel to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.
 - (5) A request and authorization to the Trustee executed by the City to authenticate the Bonds and deliver said Bonds to the purchasers therein identified upon

payment to the Trustee, for the account of the City, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

- (6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.
- (e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price thereof.

Section 206. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Bonds.

- (a) *Optional Redemption of Bonds.* At the option of the City, the Bonds or portions thereof maturing on November 1, 20__, and thereafter may be called for redemption and payment prior to their stated maturity on November 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed plus accrued interest thereon to the redemption date.
- (b) *Extraordinary Optional Redemption of Bonds.* The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part

on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
- (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
- (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or
- (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

Section 303. Selection of Bonds to be Redeemed.

- (a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee from such maturities and in such amounts as the City may determine.
- (b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Section 304. Notice of Redemption of Bonds.

- (a) In the case of Bonds called for redemption under **Section 302**, the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City (unless a shorter notice shall be satisfactory to the Trustee).

Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption to the Original Purchaser and the Owner of the Bond or Bonds to be redeemed at the address shown on the Register; provided, however, that failure to give such notice by mailing as aforesaid to any Owner or any defect therein as to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bonds.

- (b) All official notices of redemption shall be dated and shall state:
- (1) the redemption date,
 - (2) the redemption price,
 - (3) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Trustee may reasonably determine),
 - (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
 - (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee; and

In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines, published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

- (c) The Trustee shall mail by first-class mail to the City a copy of such redemption notice.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the City that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, moneys or Government Securities shall be deposited with the Trustee as provided in **Section 402** hereof to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304** hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds; Application of Bond Proceeds and other Moneys.

- (a) The following funds of the City are hereby created and established with the Trustee:
- (1) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2023 Project Fund (the “Project Fund”).
 - (2) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2023 Debt Service Fund (the “Debt Service Fund”).
 - (3) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2023 Costs of Issuance Fund (the “Costs of Issuance Fund”).
 - (4) Rebate Fund.

Each fund and account shall be maintained by the Trustee as a separate and distinct trust fund or account and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

- (b) The net proceeds received from the sale of the Bonds in the amount of \$_____ (which is equal to the par amount of the Bonds of \$[Principal Amount].00, less underwriter’s discount of \$_____, plus reoffering premium of \$_____), shall be deposited or paid simultaneously with the delivery of the Bonds as follows:
- (1) \$_____ of the net proceeds of the Bonds shall be deposited in the Costs of Issuance Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 404** hereof.
 - (2) The remaining net proceeds of the Bonds in the amount of \$_____ shall be deposited in the Project Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 405** hereof.

Section 402. Transfer of Appropriated Funds by City. Subject to **Section 202** hereof, on the Business Day prior to each Payment Date, the City shall transfer to the Trustee Appropriated Moneys for the Bonds sufficient to make the following deposits to the funds and accounts created hereunder and the Trustee shall deposit such Appropriated Moneys received from the City as follows:

First, for transfer to the Rebate Fund, an amount sufficient to pay rebate, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the City in accordance with the Tax Compliance Agreement;

Second, for transfer to the Debt Service Fund an amount sufficient to pay the principal and/or interest on the Bonds on the next succeeding Payment Date (taking into account moneys already on deposit in the Debt Service Fund for payment of debt service on the Bonds); and

Third, for payment to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts.

If the amount transferred by the City shall be insufficient to make all such deposits, such Appropriated Moneys will be applied in such amounts and into such funds and accounts as directed by the City.

Section 403. Debt Service Fund.

- (a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, and interest on the Bonds as the same mature and become due.
- (b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.
- (c) After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City.

Section 404. Costs of Issuance Fund. Moneys in the Costs of Issuance Fund shall be disbursed for the sole purpose of paying costs of issuance of the Bonds. Costs of issuance shall be paid from time to time by the Trustee, upon receipt of a written request of the City signed by the Authorized City Representative, and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form. Any moneys remaining in the Costs of Issuance Fund on September 30, 2023 shall be deposited, without further authorization, into the Project Fund.

In making payments and disbursements pursuant to this Section, the Trustee may rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent investigation in connection with the matters set forth in the written requests.

Section 405. Project Fund. Moneys in the Project Fund shall be disbursed by the Trustee from time to time, upon receipt of a written request of the Authorized City Representative and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form, to pay, or reimburse the City for payment of, the Project Costs and, to the extent not paid from the Costs of Issuance Fund, costs of issuing the Bonds. Any moneys remaining on deposit in the Project Fund when the Project is completed, as evidenced by a certificate delivered by the Authorized City Representative to the Trustee, shall immediately be transferred by the Trustee to the Debt Service Fund.

Section 406. Non-Presentation of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within three years after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

Section 407. Transfer of Funds. The Trustee is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Payment Date.

Section 408. Rebate Fund.

- (a) There shall be deposited by the Trustee in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. Subject to the transfer provisions provided in subsection (c) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).
- (b) Pursuant to the Tax Compliance Agreement, the Trustee, on behalf of the City, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the City.
- (c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate (except for the Rebate Fund) and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

- (a) Moneys in all funds and accounts held by the Trustee under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Permitted Investments at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, the Trustee shall invest moneys in the Federated Treasury Obligations Fund (TOSXX) as a standing direction. Moneys on deposit in all funds and accounts may be invested only in Permitted Investments which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department.
- (b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the most recent Payment Date. The Trustee shall not be liable for any loss (including specifically depreciation of value) resulting from any investment made in accordance herewith.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. City to Issue Bonds and Execute Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 602. Covenant to Request Appropriations. The City covenants and agrees that the City Manager or any other officer of the City at any time charged with the responsibility of formulating

budget proposals to (a) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, and (b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds.

Section 603. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 604. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

Section 605. General Limitation on City Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 606. Recording and Filing. The City shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

Section 607. Possession and Inspection of Books and Documents. The City and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

Section 608. Tax Covenants.

- (a) The City shall not use or permit the use of any proceeds of the Bonds or any other funds of the City, and the Trustee shall not use any proceeds of the Bonds or any other funds of the City held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the City is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The City and the Trustee shall be deemed in compliance with this Section to the extent they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

- (b) The City shall not (to the extent within its power or direction) use or permit the use of any proceeds of the Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as other than an obligation described in Section 103(a) of the Code.
- (c) The City will not (to the extent within its power or direction) use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141 (a) of the Code.
- (d) The Trustee agrees to comply with any written letter or Opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.
- (e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article IX** hereof or any other provision of this Indenture, until the final scheduled payment of all Bonds Outstanding.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. The occurrence of any one or more of the following events are defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the City by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or
- (b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted; or
- (c) The failure to pay the principal of, or interest on the Bonds when due.

The Trustee shall give written notice of any Event of Default to the City as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)** hereof.

Section 702. Acceleration.

- (a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, with respect to an Event of Default set forth above, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.
- (b) In case of any rescission pursuant to **Section 712** hereof, the Trustee, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.
- (c) At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds then Outstanding with respect to an Event of Default set forth in **Section 701**, may, by written notice to the City and the Trustee, rescind and annul such declaration and its consequences if:
 - (1) there is deposited with the Trustee a sum sufficient to pay:
 - (A) all overdue installments of interest on the Bonds;
 - (B) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and
 - (C) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
 - (2) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 712** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to (a) reasonable

compensation to the Trustee, its agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708** hereof.

Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Trust Estate, the Trustee shall render annually to the City a summarized statement of receipts and expenditures in connection therewith.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee. If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding with respect to an Event of Default set forth above, and indemnified as provided in **Section 801(1)** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it.

All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

- (a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)** hereof; and
- (b) such default has become an Event of Default; and
- (c) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to

institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(1)** hereof; and

- (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the City to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801** hereof.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Costs of Issuance Fund shall be applied as follows:

- (a) If the principal of all Bonds have not become or have not been declared due and payable, all such moneys shall be applied:
 - (1) *First* - To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.
 - (2) *Second* - To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not

sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

- (b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.
- (c) If the principal of all Bonds have been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712** hereof, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of Bonds then Outstanding with respect to which an Event of Default has occurred, except a default:

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond; or

- (b) in respect of a covenant or provision hereof which under **Article X** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

- (a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.
- (b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.
- (c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the City or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** hereof other than for the earnings thereon. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to

the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

- (d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.
- (e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.
- (f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.
- (g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.
- (h) The Trustee shall not be required to take notice of any Event of Default, other than a failure to make any payment on the Bonds when due, unless the Trustee is specifically notified in writing of such Event of Default by the City or by the Owners of at least 10% in aggregate principal amount of all Bonds then Outstanding.
- (i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the components of the Project originally financed with the proceeds of the Refunded Bonds, including all books, papers and records of the City pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.
- (j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

- (k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.
- (l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** hereof concerning the payment of principal and interest on the Bonds, declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs, liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.
- (m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.
- (n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.
- (o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.
- (p) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by Electronic Notice, provided, however, that such instructions or directions shall be signed by an Authorized City Representative. If the City elects to give the instructions by Electronic Notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such Electronic Notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. "Electronic Notice" means notice given by telecopy or facsimile transmission or similar electronic means of communication, including but not limited to e-mail, which produces evidence of transmission.

- (q) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:
- (1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;
 - (2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;
 - (3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;
 - (4) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and
 - (5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the City for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys transferred by the City are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Fourth* of **Section 402** on any Payment Date, the unpaid portion shall be carried forward to the next Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

Section 803. Notice of Default. If a default occurs of which the Trustee is required to take notice or notice is given to the Trustee as provided in **Section 801(h)** hereof, then the Trustee shall give written notice thereof to the City within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702** hereof) by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(l)** hereof as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808** hereof, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City and the Owners, and such resignation shall take effect upon the appointment of a successor Trustee pursuant to **Section 807** hereof. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which with notice or the lapse of time will become an Event of Default as provided in **Section 701(a)** hereof, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The City or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of

resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 808. Qualifications of Trustee and Successor Trustees. The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank qualified to do business in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$75,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the City, by a guarantor with such combined capital and surplus. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 810. Trust Estate May be Vested in Co-Trustee.

- (a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.
- (b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

- (c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.
- (d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement. Unless the Trustee is doing so on a more frequent basis, the Trustee shall render an annual statement for each calendar year ending December 31 to the City and, if so requested and the expense thereof is paid, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

- (a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.
- (b) The City may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.
- (c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City and the Trustee. The Paying Agent may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

- (a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902** hereof, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Funds required to be paid to the City under **Article IV** hereof and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.
- (b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

Section 902. Bonds Deemed to Be Paid.

- (a) Bonds or any portions thereof shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Bonds to be included in gross income for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.
- (b) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside

and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

- (c) If the interest earnings on money or Government Obligations are necessary to provide for the payment of the Bonds under this Section, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or prior to the applicable maturity date.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following proposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) to provide for the refunding of any Bonds in accordance with the terms hereof;
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder;
- (g) to modify or eliminate any of the terms of this Indenture; provided, however, that:
 - (1) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding issued prior to the execution of such Supplemental Indenture; and
 - (2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes operative; and

- (h) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the security of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** hereof and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001** or **1002** hereof, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Sections 1001** or **1002** hereof, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Bonds then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the City or an assignee of the City, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the City or any affiliate or any Person controlling, controlled by or under common control with the City, shall be disregarded and deemed not to be Outstanding under this Indenture.

Section 1102. Notices.

- (a) Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City or the Trustee if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed by telephone, on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:

- (1) To the City at:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801
Attention: City Manager

(2) To the Trustee at:

BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

(3) To the Owners:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Payment Date.

Section 1106. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

Section 1107. No Sale. The City covenants and agrees that, except as provided herein, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Storage of Documents. The City agrees that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Springfield, Missouri has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A., has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

[SEAL]

By: _____
Title: City Manager

ATTEST:

By: _____
Title: City Clerk

BOKF, N.A., as Trustee

[SEAL]

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

SCHEDULE 1

The Project generally consists of the following improvements:

Historic City Hall	\$6,000,000
Animal Shelter	3,389,000
Fire Station Improvements	2,735,000
Public Works operations building	1,200,000
Contingency	<u>1,676,000</u>
Total	\$15,000,000

EXHIBIT A

(FORM OF BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Authority or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF MISSOURI

Registered
No. R-____

Registered
\$_____

CITY OF SPRINGFIELD, MISSOURI

**SPECIAL OBLIGATION IMPROVEMENT BOND
SERIES 2023**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	November 1, 20__	March __, 2023	

Registered Owner: _____ ** CEDE & CO. **

Principal Amount: _____ DOLLARS

THE CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter city and political subdivision of the State of Missouri (the “City”), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has

been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on [November 1, 2023], until said principal amount has been paid.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Bond shall be paid at maturity by check or draft to the person in whose name this Bond is registered at the maturity date thereof, upon presentation and surrender of this Bond at the principal payment office of BOKF, N.A., Kansas City, Missouri (the "Trustee"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the interest payment date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or, if such Bonds are held by a Securities Depository or, at the written request addressed to the Paying Agent by any Registered Owner of Bonds in the aggregate principal amount of at least \$500,000, by electronic transfer in immediately available funds to a bank located in the continental United States for credit to the ABA routing number and account name and number filed with the Paying Agent not less than 15 days prior to the Record Date for such interest. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner under such Registered Owner's Bond.

This Bond is one of an authorized series of bonds of the City designated "Special Obligation Improvement Bonds, Series 2023," in the aggregate principal amount of \$[Principal Amount] (the "Bonds"), issued by the City to finance the Project and provide for payment of costs of issuance of the Bonds, by, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to a Trust Indenture dated as of March 1, 2023, between the Trustee and the City (the "Indenture") and proceedings duly and legally had by the governing body of the City.

At the option of the City, the Bonds or portions thereof maturing on November 1, 20__, and thereafter may be redeemed and paid prior to maturity on November 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

At the option of the City, the Bonds are subject to redemption and payment prior to the stated maturity thereof, in whole or in part on any date upon the occurrence of certain extraordinary events or circumstances as specified in the Indenture, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date.

The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose. The obligation of the City to make payments into the Debt Service Fund and any other obligations of the City to make payments under the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years.

The Bonds are issued in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal and interest payments to participants of the Securities Depository, and transfers of principal and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Indenture, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF SPRINGFIELD, MISSOURI** has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Bond to be dated as of the Dated Date shown above.

Registration Date: _____

CITY OF SPRINGFIELD, MISSOURI

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described
in the within-mentioned Indenture.

By: _____
Title: Mayor

(SEAL)

BOKF, N.A., as trustee

ATTEST:

By: _____
Title: Authorized Signatory

By: _____
Title: City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

agent to transfer the within Bond on the books kept by the Trustee for the registration thereof, with full
power of substitution in the premises.

Dated: _____, _____

NOTICE: The signature to this assignment
must correspond with the name of the Registered
Owner as it appears on the face of the within
Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signatures) must be guaranteed by
an eligible guarantor institution as defined by
SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

EXHIBIT B

Request No.: _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FROM THE
[COSTS OF ISSUANCE FUND][PROJECT FUND]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023**

To: BOKF, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

as Trustee under the Indenture of Trust, dated as of March 1, 2023, from the City of Springfield, Missouri, to said Trustee (the “Indenture”)

Pursuant to Article IV of the Indenture, the City of Springfield, Missouri (the “City”) requests payment from the [Costs of Issuance Fund][Project Fund] in accordance with this request and said Article and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment I hereto.
4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Indenture and each item thereof is a proper charge against the [Costs of Issuance Fund][Project Fund].
5. Each item listed above has not previously been paid or reimbursed from moneys in the [Costs of Issuance Fund][Project Fund] and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed from Bond proceeds.
6. There has not been filed with or served upon the City any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.

7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefor.
8. Lien waivers for costs for which payment is hereby requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) have been received and are on file with the City and will be delivered upon request.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: Authorized City Representative

ATTACHMENT I

**TO WRITTEN REQUEST FOR DISBURSEMENT FROM THE
[COSTS OF ISSUANCE FUND][PROJECT FUND]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023**

REQUEST NO. _____

DATED _____, ____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the [costs of issuance][Costs of the Project] for which the obligation to be paid was incurred
---	-------------------	--

EXHIBIT B

Gilmore & Bell, P.C.
February 2, 2023
POS 2023 v3.docx

Moody's Rating: ____
See "RATING" herein

BOOK ENTRY ONLY

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (1) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax and (2) is exempt from income taxation by the State of Missouri. The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

See "**TAX MATTERS**" in this Official Statement.

\$[Principal Amount]*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023

Dated: Date of Delivery

**Due: November 1, as shown
on inside cover page**

The Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("**DTC**"). DTC will act as securities depository for the Bonds. The Bonds will be available for purchase in denominations of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. DTC will receive all payments with respect to the Bonds from BOKF, N.A., Kansas City, Missouri, as Trustee under the Indenture (defined herein) for the Bonds. DTC is required to remit such payments to DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. Semiannual interest will be payable on May 1 and November 1, beginning [November 1, 2023].

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year by the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the City to pay the principal of and interest on the Bonds.

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation. The fiscal year of the City begins on each July 1 and ends on the following June 30. No property of the City is pledged or encumbered as security for the payment of the Bonds.

Certain risk factors are associated with the purchase of the Bonds. See "**RISK FACTORS.**"

The Bonds are offered when, as and if issued and received by Stifel, Nicolaus & Company, Incorporated, as Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters relating to this Official Statement will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, Missouri, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas

* Preliminary, subject to change.

City, Missouri, as Underwriter's Counsel. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York, on or about March ___, 2023.

[STIFEL LOGO]

The date of this Official Statement is March ___, 2023.

\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023

MATURITY SCHEDULE*

<u>Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
2023	\$,000			
2024	,000			
2025	,000			
2026	,000			
2027	,000			
2028	,000			
2029	,000			
2030	,000			
2031	,000			
2032	,000			
2033	,000			
2034	,000			
2035	,000			
2036	,000			
2037	,000			
2038	,000			
2039	,000			
2040	,000			
2041	,000			
2042	,000			

* Preliminary, subject to change.

CITY OF SPRINGFIELD, MISSOURI

840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801-8368
(417) 864-1001

Mayor

Ken McClure

City Council

Monica Horton, Zone 1 Councilwoman
Abe McGull, Zone 2 Councilman
Mike Schilling, Zone 3 Councilman
Matthew Simpson, Zone 4 Councilman
Heather Hardinger, General Councilwoman A
Craig Hosmer, General Councilman B
Andrew Lear, General Councilman C
Richard Ollis, General Councilman D

City Administration

Jason Gage, City Manager
Collin Quigley, Deputy City Manager
Maurice Jones, Deputy City Manager
Anita Cotter, City Clerk
Rhonda Lewsader, City Attorney
David Holtmann, Director of Finance
Dan Smith, Director of Public Works
Susan Istenes, Director of Planning and Development
Bob Belote, Director of Parks and Recreation
Brian Weiler, Director of Aviation
David Pennington, Fire Chief
Paul F. Williams, Chief of Police
Errin Kemper, Director of Environmental Services

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
Kansas City, Missouri

BOND COUNSEL

Gilmore & Bell, P.C.
Kansas City, Missouri

CERTIFIED PUBLIC ACCOUNTANTS

RSM US, LLP
Kansas City, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

In connection with the offering of the Bonds, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

This Official Statement contains "forward-looking statements." These forward-looking statements include statements about the City's projections and future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words "estimate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include those discussed in the "RISK FACTORS" section of this Official Statement as well as under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Sources of Payment." The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

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OFFICIAL STATEMENT

\$[Principal Amount]*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

Purpose of this Official Statement

The purpose of this Official Statement is to furnish information relating to (1) the City of Springfield, Missouri (the “City”), and (2) the City’s Special Obligation Improvement Bonds, Series 2023 (the “Bonds”).

The City

The City is a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri. See “**THE CITY.**”

The Bonds

The Bonds are being issued pursuant to the Trust Indenture dated as of March 1, 2023 (the “**Indenture**”), between the City and BOKF, N.A. (the “**Trustee**”). The Bonds are being issued for the purpose of (i) funding the costs of improvements to historic City Hall, the City’s animal shelter and Public Works operations building, and certain fire stations, as further described herein (the “**Project**”), and (ii) paying costs of issuance of the Bonds. See “**PLAN OF FINANCING.**”

Security and Source of Payment

The payment of the principal of and interest on the Bonds and the obligation to make other payments required under the Indenture is subject to annual appropriation by the City. The City is not required or obligated to make any such appropriation. No property of the City is pledged or encumbered to secure payment of the Bonds.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year of the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years (“**Appropriated Moneys**”). The City is not obligated to make any such annual appropriation. The fiscal year of the City (the “**Fiscal Year**”) begins on each July 1st and ends on the following June 30th.

The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the

* Preliminary, subject to change.

principal of and interest on the Bonds. See **“SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”**

Financial Statements

Audited financial statements of the City, as of and for the fiscal year ended June 30, 2022, are included in *Appendix D* to this Official Statement. These financial statements have been audited by RSM US, LLP, Kansas City, Missouri, independent certified public accountants, to the extent and for the period indicated in their report, which is also included in *Appendix D*.

Continuing Disclosure Information

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has also agreed to provide to the Municipal Securities Rulemaking Board prompt notice of the occurrence of certain events with respect to the Bonds. See **“CONTINUING DISCLOSURE.”**

Bond Rating

The City has received the rating on the Bonds set forth on the cover page from Moody’s Investors Service. See **“RATING.”**

THE CITY

The City contains approximately 82.9 square miles of area and is located in Greene County in the southwest portion of the State of Missouri. The City is the county seat of Greene County, Missouri (the “County”) and is located approximately 170 miles southeast of Kansas City and 220 miles southwest of St. Louis. The City is located at the junction of Interstate 44, U. S. Highways 65, 60 and 160, and State Routes 13 and 344. The City is the third largest metropolitan area in the State of Missouri and is a major center for trade and commerce in the southwest portion of the State of Missouri.

For further information about the City, see *Appendix A – City of Springfield, Missouri – General, Economic and Financial Information* and *Appendix D – City of Springfield, Missouri Comprehensive Annual Financial Report with Independent Auditor’s Report for the Year Ended June 30, 2022.”*

PLAN OF FINANCING

Authorization and Purpose of the Bonds

The Bonds are authorized and being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the City’s Charter, an ordinance passed by the City Council (the **“Bond Ordinance”**) and the Indenture. The Bonds are being issued for the purpose of funding the costs of the Project and paying costs of issuance for the Bonds.

The Project

A portion of the proceeds of the Bonds will be deposited in the Project Fund established under the Indenture for the purpose of funding the costs of improvements to and historic City Hall, the City's animal shelter and Public Works operations building, and certain fire stations, which Project generally consists of the following improvements:

Historic City Hall	\$6,000,000
Animal Shelter	3,389,000
Fire Station Improvements	2,735,000
Public Works operations building	1,200,000
Contingency	<u>\$1,676,000</u>
Total	\$15,000,000

Sources and Uses of Funds*

The following table summarizes the estimated sources and uses of funds for the plan of financing:

Sources of Funds:

Principal of the Bonds	\$(Principal Amount)*
Net original issue (discount)/premium	_____
Total	\$ _____

Uses of Funds:

Project Fund Deposit	\$ _____
Costs of issuance	_____
Total	\$ _____

THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Indenture for the detailed terms and provisions thereof.

Description of the Bonds

The Bonds will be issued in the principal amount of \$(Principal Amount)*. The Bonds will be dated the date of initial issuance and delivery thereof, and will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on November 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on May 1 and November 1 in each year, beginning on [November 1, 2023]. While the Bonds remain in book-entry only form, payments to Beneficial Owners (as defined herein) are governed by the rules of DTC as described in **Appendix E**. If DTC ceases to act as securities depository for the Bonds, payment may be made as described in the Indenture.

* Preliminary, subject to change.

Redemption*

Optional Redemption. At the option of the City, the Bonds or portions thereof maturing on November 1, 20__, and thereafter may be called for redemption and payment prior to maturity on November 1, 20__, and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. When less than all Bonds are to be redeemed, such Bonds will be redeemed from maturities selected by the City, and Bonds of less than a full maturity will be selected by the Trustee in multiples of \$5,000 principal amount.

Extraordinary Optional Redemption. The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
- (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
- (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or
- (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

Notice and Effect of Call for Redemption. If any of the Bonds are to be redeemed prior to maturity, the Trustee will give written notice of the City's intention to redeem and pay the Bonds by first-class mail to the original purchaser of the Bonds, and to the Registered Owner of each Bond, said notice to be mailed not less than 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed will become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Bonds or portion of Bonds shall cease to bear interest.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent will provide the notices of Bonds to be redeemed to DTC. It is expected that DTC will, in turn, notify the DTC Participants and that the DTC Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a DTC Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, a DTC Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, will not affect the validity of the redemption of such Bond.

Book-Entry Only System

Ownership interests in the Bonds will be available to purchasers only through a book-entry only system (the “**Book-Entry Only System**”) described in *Appendix E*.

Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System

If the Book-Entry Only System is discontinued the following provisions would apply: Each Bond when issued will be registered by the Trustee in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Sources of Payment

Annual Appropriation Obligations. The Bonds and the interest thereon constitute special obligations of the City payable solely from Appropriated Moneys. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property to the City to pay the principal of and interest on the Bonds. See “***Appendix B – Definitions of Words and Terms and Summary of the Indenture.***”

In the Bond Ordinance, the City Council has directed the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals, subject to the provisions of the Indenture, from and after delivery of the Bonds and so long as any of the Bonds are outstanding, to (1) include in each annual budget prepared and presented to the City Council an appropriation of the amount necessary to pay debt service on the Bonds in the next succeeding Fiscal Year, and (2) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

The payment of the principal of and interest on the Bonds and other payments by the City under the Indenture are subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council. No property of the City is pledged or encumbered as security for payment of the Bonds.

Possible Source of Repayment for the Bonds. The City anticipates that Appropriated Moneys will be derived primarily from certain property tax revenues collected by the City. In 1999, and again in 2001, 2004 and 2017, the City submitted to its voters the question of whether or not it should levy a property tax levy of \$.27 per \$100 of assessed valuation (the “**Level Property Tax**” or “**LPT**”) to fund certain public improvements, with the tax levy to stay in place until bonds issued to fund the projects were repaid. The Bonds qualify as bonds issued to fund projects approved in the ballot question because of the use of the proceeds thereof to fund the Project.

The City currently intends to use a portion of the revenues from the LPT for repayment of the Bonds, subject to annual appropriation. The City currently has other bonds outstanding which it intends to pay from the LPT, and may in the future issue other bonds that it may repay from the LPT without limitation as to amount, or use LPT proceeds for other expenses without issuing bonds.

There can be no assurance that (i) the City Council of the City will appropriate any of the Level Property Tax for the purpose of paying debt service on the Bonds, or (ii) that proceeds of the Level Property Tax will not be used for other purposes, including payment of debt service on other bonds or paying for eligible projects, in lieu of paying debt service on the Bonds. Neither the Level Property Tax nor any other revenues are pledged as security for payment of the Bonds.

For these reasons, **prospective investors should not rely solely upon the City's receipt or use of the Level Property Tax revenues as a source of repayment of the Bonds, but should instead evaluate the likelihood that the City will continue to appropriate moneys from those and/or other available sources sufficient to make payments of principal and interest on the Bonds.**

RISK FACTORS

The following describes certain risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

THE BONDS DO NOT GIVE RISE TO A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY, THE STATE OF MISSOURI, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER DEBT LIMITATION OR PROVISION.

THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE ANNUAL APPROPRIATION OF FUNDS BY THE CITY FOR THAT PURPOSE AS DESCRIBED HEREIN. IN EACH FISCAL YEAR, PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE MADE SOLELY FROM THE AMOUNTS APPROPRIATED THEREFOR FROM (1) THE INCOME AND REVENUES OF THE CITY PROVIDED FOR SUCH YEAR PLUS (2) ANY UNENCUMBERED BALANCES FOR PREVIOUS YEARS, AND THE DECISION WHETHER TO MAKE SUCH APPROPRIATION EACH YEAR SHALL BE WITHIN THE SOLE DISCRETION OF THE THEN CURRENT CITY COUNCIL. SUBJECT TO THE PRECEDING SENTENCE, THE OBLIGATIONS OF THE CITY TO MAKE PAYMENTS HEREUNDER AND TO PERFORM AND OBSERVE ANY OTHER COVENANT AND AGREEMENT CONTAINED IN THE INDENTURE SHALL BE ABSOLUTE AND UNCONDITIONAL.

IF THE CITY FAILS TO APPROPRIATE AMOUNTS SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS IN ANY FISCAL YEAR, NO OTHER FUNDS OR PROPERTY WILL BE AVAILABLE TO PAY SUCH PRINCIPAL AND INTEREST. NO PROPERTY OF THE CITY IS PLEDGED OR ENCUMBERED TO SECURE PAYMENT OF THE BONDS. NO DEBT SERVICE RESERVE FUND HAS BEEN ESTABLISHED FOR THE BONDS.

LEGAL MATTERS

Legal Proceedings

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened against the City wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or which might affect the City's ability to meet its obligations to pay the Bonds.

Approval of Legality

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, as Bond Counsel to the City. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as counsel to the Underwriter. The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or for the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under the law existing as of the issue date of the Bonds:

Federal and State of Missouri Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. The interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Bond Counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and State of Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading “TAX MATTERS.”

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner’s adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner’s federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred

or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

RATING

Moody's Investors Service ("**Moody's**") has assigned the Bonds the rating set forth on the cover page hereof. Such rating reflects only the view of such rating agency at the time such rating is given, and the City will make no representation as to the appropriateness of such rating or that such rating would not be changed, suspended or withdrawn.

Moody's relies on the City, accountants and others for the accuracy and completeness of the information submitted in connection with ratings. A bond rating is not a "market" rating nor a recommendation to buy, hold or sell the Bonds, and such ratings may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of rating could have an adverse effect on the market price and marketability of the Bonds. An explanation of the significance of such ratings may be obtained only from Moody's at the following address: Moody's Investors Service, 99 Church Street, New York, NY 10007.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**") has agreed, subject to certain conditions, to purchase the Bonds from the City at a price of \$_____ (\$_____ par amount of the Bonds, plus net original issue premium of \$_____, less an underwriting discount of \$_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter's business activities. The Underwriter will sell certain of the Bonds at a price greater than such purchase price, as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices. In connection with this offering, the Underwriter may overallocate or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has read and participated in the preparation of certain portions of this Official Statement and has supervised the compilation and editing thereof. The Underwriter has not, however, independently verified the factual and financial information contained in this Official Statement and, accordingly, expresses no view as to the sufficiency or accuracy thereof.

To the extent legally permitted, the City has agreed to indemnify the Underwriter against certain civil liabilities, including certain liabilities under the federal securities laws.

CONTINUING DISCLOSURE

General

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has agreed to have updated financial information and operating data for the City available within 180 days after the end of each fiscal year of the City. The financial statements of the City are audited by the City's independent certified public accountants. The City has also agreed to provide notice to the Municipal Securities Rulemaking Board of the occurrence of certain material events with respect to the Bonds. These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission. See *Appendix C – Summary of the Continuing Disclosure Agreement*.

Compliance With Prior Continuing Disclosure Undertakings

The City was late filing various operating data for the fiscal year ended June 30, 2018, without always filing notices of late filing. In addition, the City did not file all required operating data for two series of sewer revenue bonds for fiscal years ended June 30, 2018, through June 30, 2020. This information has since been filed along with a failure to file notice. The City filed its audited financial statements on a timely basis for the fiscal years ended June 30, 2018, and June 30, 2020, but did not timely cross-reference the audited financial statements on EMMA to all outstanding issues. [The City was late filing notice of the incurrence of a material "Financial Obligation" as defined in SEC Rule 15c2-12. The City was a borrower on three issues issued by the State Environmental Improvement and Energy Resources Authority in 1997 and 1998. The continuing disclosure undertakings for those issues required the City to provide various information to the Authority for posting. Though the City provided the required information, it was not posted. These bonds are no longer outstanding].

MISCELLANEOUS

Certification and Other Matters Regarding Official Statement

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the City, certified public accountants, and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized.

Simultaneously with the delivery of the Bonds, the City Manager of the City, acting on behalf of the City, will furnish to the Underwriter a certificate that will state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City. Neither the City nor any of its officers, councilmen or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the City or the City's ability to make payments required of it; and further, neither the City nor its officers, councilmen or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the City by the Indenture.

Additional Information

Additional information regarding the City or the Bonds may be obtained from the Director of Finance, City of Springfield, 840 Boonville Avenue, P.O. Box 8368, Springfield, Missouri 65801-8368 (417-864-1625), or from the Underwriter, Stifel, Nicolaus & Company, Incorporated, Attention: Michael Short, 4801 Main Street, Suite 530, Kansas City, Missouri 64112, (816) 283-5334.

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CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPENDIX A
CITY OF SPRINGFIELD, MISSOURI
GENERAL, ECONOMIC AND FINANCIAL INFORMATION

APPENDIX D

CITY OF SPRINGFIELD, MISSOURI

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
WITH INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2022**

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The following information concerning DTC and DTC's Book-Entry Only System has been obtained from sources that the City believes to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the City, the Paying Agent or the Underwriter. The City, the Paying Agent and the Underwriter make no assurances that DTC, Direct Participants, Indirect Participants or other nominees of the Beneficial Owners will act in accordance with the procedures described above or in a timely manner.

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be

governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Payments of principal of or redemption price and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

None of the Underwriter, the Trustee nor the City will have any responsibility or obligations to any Direct Participants or Indirect Participants or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or any such Direct Participant or Indirect Participant; (ii) the payment by any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price or interest on the Bonds; (iii) the delivery by any such Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to owners of the Bonds; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

APPENDIX F

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68
EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2022; CITY OF SPRINGFIELD
POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM ACTUARIAL VALUATION
AS OF JUNE 30, 2022; CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS'
RETIREMENT SYSTEM GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2021, TO
JUNE 30, 2022**

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68
EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2022**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
ACTUARIAL VALUATION AS OF JUNE 30, 2022**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2021, TO JUNE 30, 2022**

EXHIBIT C

**Gilmore & Bell, P.C.
February 2, 2023
TCA Draft v1**

TAX COMPLIANCE AGREEMENT

Dated as of March 1, 2023

Between

CITY OF SPRINGFIELD, MISSOURI,

And

**BOKF, N.A.,
as Trustee**

**\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2023**

TAX COMPLIANCE AGREEMENT

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Exhibit A – Debt Service Schedule and Proof of Bond Yield

Exhibit B – IRS Form 8038-G

Exhibit C – Resolution of Official Intent

Exhibit D – Description of Property Comprising the Financed Facility

Exhibit E – Sample Annual Compliance Checklist

Exhibit F – Sample Final Written Allocation

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), entered into as of March 1, 2023, between **CITY OF SPRINGFIELD, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the “City”) and **BOKF, N.A.**, national banking association duly organized and existing under the laws of the United States of America, as trustee (the “Trustee”).

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the City of \$[Principal Amount] principal amount of Special Obligation Improvement Bonds, Series 2023 (the “Bonds”), under a Trust Indenture dated the date of this Tax Agreement (the “Indenture”) between the City and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The City adopted a Tax-Exempt Financing Compliance Policy and Procedure on May 7, 2012, as it may from time to time be amended (the “Tax Compliance Procedure”) for the purpose of setting out general procedures to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date as further described in **Section 4.01** and substantially in the form attached as **Exhibit E**.

“Available Construction Proceeds” means the sale proceeds of the Bonds increased by (i) Investment earnings on the sale proceeds, (ii) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and (iii) earnings on such earnings, reduced by sale proceeds (A) in any reasonably required reserve fund or (B) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (a) the second anniversary of the Issue Date or (b) the date the Financed Facility is substantially completed.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Indenture.

“Bond Compliance Officer” means the City’s Director of Finance or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending November 1, or another one-year period selected by the City.

“City” means the City of Springfield, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The City may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;

- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The City selects March 1, 2028 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement.

“Financed Facility” means the portion of the Project being financed or refinanced with the proceeds of the Bonds as described on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, (e) any other replacement proceeds and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Project Fund.
- (2) Costs of Issuance Fund.
- (3) Debt Service Fund.
- (4) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Trust Indenture, dated the date of this Tax Agreement, between the City and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means March __, 2023.

“Management or Service Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire

Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management or Service Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means when used in reference to the Bonds, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Official Intent Date” means _____, 202_ as described in **Section 2.1(i)**.

“Opinion of Bond Counsel” means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

“Project” means all of the property being acquired, developed, constructed, renovated, and equipped by the City using Bond proceeds and Qualified Equity, as described on **Exhibit D**.

“Qualified Equity” means funds (but excluding an existing equity ownership interest in real property or tangible personal property) that are not derived from proceeds of a tax-exempt financing that are spent on the Project on a date that is no earlier than a date on which such expenditures would be eligible for reimbursement by proceeds of the Bonds under Regulations § 1.150-2(d)(2) and ending not later than the date the Project is capable of and actually used at substantially its designed level.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Reasonable Retainage” means Gross Proceeds retained by the City for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means the rebate analyst selected pursuant to this Tax Agreement.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Tax Agreement” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the City's Tax-Exempt Financing Compliance Policy and Procedure, dated May 7, 2012, as it may from time to time be amended.

“Tax-Exempt Bond File” means documents and records for the Bonds maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“**Transcript**” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“**Trustee**” means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“**Underwriter**” means Stifel, Nicolaus & Company, Incorporated, underwriter of the Bonds.

“**Yield**” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

(a) *Organization and Authority.* The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds—General Representation and Covenants and Allocation of Proceeds to Project.*

(1) In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Bond proceeds, other money held under the Indenture, or other funds of the City, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a “private activity bond” as defined in Code § 141.

(2) The City will finance the Project with Bond proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Bond proceeds (that is, the Financed Facility).

(c) *Governmental Obligations—Use of Proceeds.* Throughout the Measurement Period, all of the Financed Facility is expected to be owned by the City or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the City will not permit any Non-Qualified Use of the Financed Facility without first obtaining an Opinion of Bond Counsel.

(d) *Governmental Obligations–Private Security or Payment.* As of the Issue Date, the City expects that none of the principal of and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements.* As of the Issue Date, the City has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period, the City will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first obtaining an Opinion of Bond Counsel.

(g) *Leases.* As of the Issue Date, the City has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements with a term of less than 50 days. During the Measurement Period, the City will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Bond Counsel.

(h) *Limit on Maturity of Bonds.* A list of the assets included in the Financed Facility and a computation of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the “average maturity” of the Bonds, as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility.

(i) *Expenditure of Bond Proceeds.*

(1) Allocation. The City will evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the City adopted a resolution declaring the intent of the City to finance the Financed Facility with tax-exempt bonds and to reimburse the City for expenditures made for the Financed Facility prior to the issuance of those bonds. A copy of the resolution is attached to this Tax Agreement as **Exhibit C**. [**\$_____ of the proceeds of the Bonds will be allocated to expenditures paid by the City prior to the Issue Date and should be shown on line 45a of Form 8038-G. No portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the resolution was adopted **] [**The City will not allocate any proceeds of the Bonds to reimburse an expenditure paid prior to the Issue

Date.**] No reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation.

(j) *Registered Bonds.* The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Bonds Not Federally Guaranteed.* The City will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(l) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Agreement or otherwise provided by the City. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City’s records. City agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B**.

(m) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) *Compliance with Future Tax Requirements.* The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The City will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for complying Section 4.4(d) if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *Bank Qualified Tax-Exempt Obligation.* The Bonds have not been designated “qualified tax-exempt obligations” under Code § 265(b)(3).

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants to the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the City, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the City related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds; provided, however, if the Trustee is not retained to serve as bond trustee for any obligation issued to refund the Bonds (a “Refunding Obligation”), then the Trustee may satisfy its record retention duties under this **Section 2.3(c)** by providing copies of all records in its possession related to the Bonds to the bond trustee for the Refunding Obligation or other party agreed upon by the City.

Section 2.3. Survival of Representations and Covenants. All representations, covenants and certifications of the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the City’s expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the City’s conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the City is an officer of the City responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the City’s understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City’s knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the City set forth in this Tax Agreement are reasonable. The City has no

knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued for the purpose of (a) providing funds to finance the costs of the Financed Facility and (b) paying certain costs of issuing the Bonds.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture:

- (1) Project Fund.
- (2) Costs of Issuance Fund.
- (3) Debt Service Fund.
- (4) Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds and Other Money.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the City from the sale of the Bonds will be as follows:

Principal Amount	\$[Principal Amount].00
Original Issue Premium	0.00
Underwriting Discount	(0.00)
Total Proceeds Received by City	\$ 0.00

(b) *Use of Bond Proceeds and other Amounts.* The Bond proceeds and other amounts are expected to be allocated to expenditures as follows:

(1) \$_____ of Bond proceeds will be deposited in the Costs of Issuance Fund and will be used to pay certain costs of issuing the Bonds.

(2) \$_____ of Bond proceeds will be deposited in the Project Fund and will be used to pay costs of the Financed Facility.

Section 3.6. Multipurpose Issue. The City is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes pursuant to Regulations § 1.148-9(h)(3)(i).

Section 3.7. No Refunding. No proceeds of the Bonds will be used to pay principal of or interest on any other debt obligation.

Section 3.8. Project Completion. The City has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

Section 3.9. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the

Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the City expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.

(b) *No other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Bonds.

(a) *Issue Price.* Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, the City hereby elects to establish the issue prices of the Bonds, pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$_____.

(b) *Bond Yield.* Based on the issue price, the Yield on the Bonds is _____%, as computed by Bond Counsel as shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The City recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Bonds and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (i) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (ii) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (iii) exhibit a high degree of legibility and readability both electronically and in hardcopy, (iv) provide support for other books and records of the City and (v) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(b) *Accounting and Allocation of Bond Proceeds and Qualified Equity to Expenditures.* The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level

of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Bond proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the City and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Project Fund and Costs of Issuance Fund.* Bond proceeds deposited in the Project Fund and Cost of Issuance Fund and Investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in those funds after 3 years, those amounts may continue to be invested without Yield restriction so long as the City pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate and yield reduction amounts requirements of Code § 148.

(b) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a

Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a “CD”) is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers.

(ii) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Trustee, or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the City, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the City’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(vii) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee retain the following records with the Bond documents until three years after the last outstanding Bond is redeemed:

(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The City may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions.*

(1) The City expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City.

(2) The following optional rebate spending exceptions can apply to the Bonds:

- 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
- 18-month spending exception (Regulations § 1.148-7(d)).
- 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(3) The City expects to earn approximately \$_____ in Investment earnings on Bond proceeds in the Project Fund.

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate and yield reduction amounts (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the City uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the Bonds or \$250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month exception or 3 years after the Issue Date in the case of the 2-year spending exception.

Section 4.6. Computation and Payment of Arbitrage Rebate and Yield Reduction Amounts.

(a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the

Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the City, and not later than ten days following each Computation Date. The City will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the City) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the City fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.8. Filing Requirements. The Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the City and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the City nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the

Bondowners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[Remainder of Page Intentionally Left Blank]

THE UNDERSIGNED, parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

BOKF, N.A., as Trustee

By: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

[see Ordinance in Transcript]

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY

EXHIBIT E

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds (“Bonds”) financing Project:	Special Obligation Improvement Bonds, Series 2023
Issue Date of Bonds:	March __, 2023
Placed in service date of Project:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Project owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Bond Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Project leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Project (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the management or service agreement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Project?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the agreement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

**[\$[Principal Amount]
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2023**

Final Written Allocation

The undersigned is the Bond Compliance Officer of the City of Springfield, Missouri (the “City”) and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the bond issue referenced above (the “Bonds”) is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Bonds.

Background. The Bonds were issued on March __, 2023 (the “Issue Date”), by the City. The Bonds were issued in order to provide funds needed to finance improvements to the historic City Hall, the City’s animal shelter and certain fire stations (the “Project”). The Bonds were issued pursuant to a Trust Indenture between the City and the trustee for the Bonds. Proceeds of the Bonds were deposited to the following accounts:

Project Fund
Costs of Issuance Fund

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Bonds and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Bond proceeds (i.e., the “Financed Facility” referenced in the Tax Compliance Agreement) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from the sale of the Bonds and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

Placed In Service. The Project was “placed in service” on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

**SCHEDULE 1
TO FINAL WRITTEN ALLOCATION**

ALLOCATION OF SOURCES AND USES

[Insert Spreadsheet]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF PROJECT ASSETS
&
DETAILED LISTING OF EXPENDITURES**

[Insert Spreadsheet]

EXHIBIT D

**Gilmore & Bell, P.C.
January 25, 2023
CDA v1.doc**

CONTINUING DISCLOSURE AGREEMENT

Dated as of March 1, 2023

Between

CITY OF SPRINGFIELD, MISSOURI

And

BOKF, N.A.

**\$(Principal Amount)
Special Obligation Improvement Bonds
Series 2023**

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of March 1, 2023 (this “**Continuing Disclosure Agreement**”), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”) and **BOKF, N.A.**, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the City of \$[Principal Amount] **Special Obligation Improvement Bonds, Series 2023** (the “**Bonds**”), pursuant to Trust Indenture dated as of March 1, 2023, between the City and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the “**Indenture**”).

2. The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The City is the only “**obligated person**” with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the City pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means BOKF, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on **July 1** and ending on **June 30** or any other 12-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

“Material Events” means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

- (a) The City shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the City’s Fiscal Year, commencing with the year ending June 30, 2023, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the City.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an **“obligated person”** (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the City may be

submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) Not later than **15** Business Days prior to the date specified in subsection (a) for filing the Annual Report with the MSRB, the City shall provide the Annual Report to the Dissemination Agent and the trustee for the Bonds (if the trustee is not the Dissemination Agent) with written instructions to file the Annual Report as specified in subsection (a). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with subsection (a).
- (c) If the Dissemination Agent is unable to verify that the Annual Report has been filed with the MSRB by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice in substantially the form attached as **Exhibit B** to the MSRB, of the failure of the City to file the Annual Report by the date specified.
- (d) The Dissemination Agent shall file a report with the City certifying that the Annual Report has been filed pursuant to this Continuing Disclosure Agreement and stating the date it was filed with the MSRB through EMMA.
- (e) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events.

- (a) Not later than **10** Business Days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) modifications to rights of bondholders, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution or sale of property securing repayment of the Bonds, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the obligated person;

- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
 - (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Director of Finance of the City or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the City determines that the event does not constitute a Material Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).
- (c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the City shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).
- (d) If the Dissemination Agent receives written instructions from the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence to the MSRB, with a copy to the City.

Section 4. Termination of Reporting Obligation. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the City's obligations under this Continuing Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the

content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is BOKF, N.A.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Dissemination Agent may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City and the Dissemination Agent with its written opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Agreement, the City shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the City or the Dissemination Agent fails to comply with any provision of this Continuing Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

Section 9. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and, to the extent permitted by law, the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under

this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The City shall pay the fees, charges and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

Section 10. Notices. Any notices or communications to or among any of the parties to this Continuing Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by facsimile or by e-mail, receipt confirmed by telephone, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

To the City: City of Springfield, Missouri
840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801
Attention: Director of Finance
Telephone: (417) 864-1625
Fax: (417) 864-1880

To the Dissemination Agent: BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department
Telephone: (816) 932-7302
Fax: (816) 932-7315

Any person may, by written notice to the other persons listed above, designate a different address or an e-mail address, or telephone number or facsimile number to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

BOKF, N.A., as Dissemination Agent

By: _____
Title: Authorized Officer

EXHIBIT A
TO CONTINUING DISCLOSURE AGREEMENT

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in the following sections and tables contained in Appendix A of the final Official Statement relating to the Bonds:

- DEBT STRUCTURE OF THE CITY
 - Current General Obligation Indebtedness
 - Enterprise Fund Revenue Obligations of the City
 - Capital Lease Obligations
 - City Utilities Component Unit
 - Lease and Other Special Obligations of the City
- FINANCIAL INFORMATION CONCERNING THE CITY
 - Governmental Funds Summary
 - Sources of Revenue
- PROPERTY TAX INFORMATION CONCERNING THE CITY
 - Property Valuations - *Assessed Valuation*
 - Major Property Taxpayers (not less than 10)
 - Property Tax Collections

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Springfield, Missouri

Name of Bond Issue: \$[Principal Amount] Special Obligation Improvement Bonds, Series 2023
(the "Bonds")

Name of Obligated Person: City of Springfield, Missouri (the "City")

Date of Issuance: March 30, 2023

NOTICE IS HEREBY GIVEN that the City of Springfield, Missouri has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of March 1, 2023, between the City and BOKF, N.A., as Dissemination Agent. [The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be provided by _____.]

Dated: _____, _____

BOKF, N.A., as Dissemination Agent
on behalf of **CITY OF SPRINGFIELD, MISSOURI**

cc: City of Springfield, Missouri

EXHIBIT E

\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023

March ____, 2023

BOND PURCHASE AGREEMENT

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), hereby offers to purchase from the City of Springfield, Missouri (the “**City**”), a constitutional home rule charter city and political subdivision of the State of Missouri (the “**State**”), \$[principal amount] aggregate principal amount of Special Obligation Improvement Bonds, Series 2023 (the “**Bonds**”). The issuance and sale of the Bonds is authorized by an ordinance (the “**Bond Ordinance**”) adopted by the City Council of the City on March ____, 2023. Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Ordinance or the Trust Indenture between BOKF, N.A. (the “**Trustee**”) and the City (the “**Indenture**”) under which the Bonds will be issued.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State and the City’s Charter. The Bonds shall constitute special obligations of the City payable as to both principal and interest from amounts appropriated on an annual basis by the City Council of the City for that purpose. The Bonds do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each fiscal year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years, and (iii) any amounts on deposit under the Indenture for the payment of the Bonds.

The Bonds shall mature on the dates in the years and in the amounts, and shall bear interest at the rates per annum, set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 11:00 p.m., Kansas City, Missouri time, on March ____, 2023. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Indenture; the Tax

Compliance Agreement between the Trustee and the City (the “**Tax Compliance Agreement**”); the Continuing Disclosure Agreement between the City and the Trustee, as dissemination agent (the “**Continuing Disclosure Agreement**”); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$_____ (which is equal to the aggregate principal amount of the Bonds, plus a [net original issue premium] of \$_____, less an underwriting discount of \$_____).

The City acknowledges and agrees that (i) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm’s-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (i) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Bonds, or (ii) the implementation of future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter’s representations in the Underwriter’s Receipt for Bonds and Closing Certificate relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price or prices at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Time has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**Initial Offering Price**”) set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-The-Offering-Price Rule**”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related

pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

4. Preliminary Official Statement and Official Statement. The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated _____, 2023 (which, together with the cover page, inside cover page and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Preliminary Official Statement**”), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the City as of its date, and the City hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the “**Rule**”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices,

interest rates, selling commission, aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds is herein called the **“Official Statement”**) executed on behalf of the City by a duly authorized officer, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the **“MSRB”**) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. City’s Representations and Warranties. The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a duly organized constitutional home rule charter city and political subdivision of the State created and existing under the laws of the State and its charter with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State and its Charter, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance, and (ii) to adopt the Bond Ordinance and to enter into and perform its obligations under the Transaction Documents.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents and/or agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance and Indenture provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors’ rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (i) any applicable law, administrative regulation, judgment or decree or (ii) the terms of any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (i) under the terms of any such law, administrative regulation, judgment or decree or (ii) under the terms of any such loan agreement, indenture, bond, note, ordinance, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, including the status of the interest on the Bonds as excludable from gross income of the owners thereof for federal income tax purposes or as exempt from income taxation in the State, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, the Indenture, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required The City has received all licenses, permits, or other regulatory approvals required (if any) to execute the Transaction Documents and to perform its obligations thereunder and the City is not in material default, and no event has occurred which would constitute or result in a material default under any such licenses, permits or approvals.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are and, as of their respective dates and at the Closing shall be, true and correct and do not, and with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing, shall not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Bonds, the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof, and the approval of the use of the Official Statement do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, ordinance, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as Appendix D to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements include both the government-wide (the statement of net position and statement of activities) and fund financial statements. The financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to local governmental units. The City has not since June 30, 2022 incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since June 30, 2022, except as described in the Preliminary Official Statement and the Official Statement, there has been no material decrease in the City’s fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in **subsection (h)** of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and operating data and notices of the occurrence of certain events. Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the City has materially complied with all of its previous continuing disclosure obligations under the Rule.

6. Closing. Prior to or at 12:00 noon, Kansas City, Missouri time, on March __, 2023 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter (the “**Closing Time**”), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon by the City and the Underwriter) in an amount equal to the purchase price. Such payment and delivery is referred to herein as the “**Closing.**”

Payment and delivery of the Bonds as aforesaid shall be made in Kansas City, Missouri, New York, New York, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Indenture as definitive Bonds in fully registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). One fully registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC, or delivered to the Trustee for “**FAST**” delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase

Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following events shall occur (each, a **"Termination Event"**):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States (**"Congress"**) or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, Ordinance, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Bonds or securities of the general character of the Bonds; or

(ii) There shall have occurred a formal declaration of national emergency or war or engagement in military conflict or hostilities whether conventional, nuclear and/or biological, by the United States or by other sovereign state or states against the United States or the occurrence of any military conflict or hostilities whether conventional, nuclear and/or biological, involving the United States without the benefit of a formal declaration of war by the United States or any conflict involving the armed forces of the United States shall have escalated beyond the level of such conflict as of the date hereof, or the occurrence of any acts of terrorists or attacks by terrorists within or outside of the borders of the United States which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or the occurrence of any other national emergency or calamity, including natural disasters or a downgrade in the sovereign debt rating of the United States by any major credit rating agency or a payment default on United States Treasury obligations, which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or

(iii) There shall be in force a general suspension of trading or material limitation on the New York Stock Exchange or another major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by Congress or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or

other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Ordinance, the Indenture or the Transaction Documents, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the “**Securities Act**”) or the Trust Indenture Act or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating (A) on any bonds or other obligations of the City (B) if the Bonds are insured by a bond insurance policy, on the bond insurer, is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State of Missouri or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since June 30, 2022, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in this Bond Purchase Agreement or in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or

delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the titles to office of any member of the City Council of the City, (v) the incorporation, organization or existence of the City, or (vi) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

The Underwriter is not aware of any such Termination Event existing as of the date hereof that would permit the Underwriter to terminate its obligations to purchase the Bonds.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** hereof.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby, (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** hereof, and (v) the City shall have undertaken, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notice of certain events.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, relating to the due authorization, execution and delivery of the Bonds, and the supplemental opinion of Bond Counsel.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (C) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in

any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

(iii) The Official Statement authorized, approved and executed on behalf of the City by a duly authorized official thereof;

(iv) The Bond Ordinance, duly adopted by the City Council of the City.

(v) The Tax Compliance Agreement, duly executed by the City and Trustee;

(vi) The Continuing Disclosure Agreement duly executed by the City and the Dissemination Agent;

(vii) Letter from Moody's Investors Service, assigning a rating of "____";

(viii) The Indenture, duly executed by the City and Trustee;

(ix) A certificate of the Trustee, dated the date of Closing, certifying to the receipt of the Purchase Price of the Bonds, and such other matters as shall be stated therein;

(x) A copy of the Blanket Issuer Letter of Representations; and

(xi) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in writing and signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of electronically distributing and printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the City, the Trustee, Bond Counsel and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City's accountants, if any, in connection with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds (including without limitation the fees of counsel to the Underwriter) except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**. Unless the City and the Underwriter otherwise agree, the City shall pay from the proceeds of the Bonds or reimburse the Underwriter from its available funds (in either case, if permitted by applicable law) for all incidental costs (excluding entertainment expenses) paid by the Underwriter on behalf of the City in connection with the marketing, issuance and delivery of the Bonds.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the City will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the City will furnish to the

Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the Closing Time, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended (the “Act”), by entering into this Bond Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Bond Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

The foregoing certification shall not be deemed an admission or agreement that the Act is applicable to this Bond Purchase Agreement, but the foregoing certification is provided if the Act is applicable. If the Act is initially deemed or treated as applicable to any of this Bond Purchase Agreement, but it is subsequently determined not to apply for any reason including the repeal or amendment of the Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Act, then the foregoing certification shall cease and not exist.

13. Third Party Beneficiaries. The City agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

14. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated
4801 Main St., Suite 530
Kansas City, Missouri 64112
Attention: Public Finance Department

15. Successors. This Bond Purchase Agreement is made for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

16. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

17. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

18. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

19. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

20. Electronic Transactions. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Name: Michael Short
Title: Managing Director – Public Finance

Accepted and agreed to as of
the date first above written:

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Jason Gage
Title: City Manager

SCHEDULE I
TO
BOND PURCHASE AGREEMENT

\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Hold-The-</u> <u>Offering-</u> <u>Price</u> <u>Maturities</u>	<u>General Rule</u> <u>Maturities (At</u> <u>least 10% sold</u> <u>at Initial</u> <u>Offering Price)</u>
	\$	%	%		

EXHIBIT A
TO
BOND PURCHASE AGREEMENT

UNDERWRITER’S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

**[\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “Original Purchaser”), as the original purchaser of the above-described bonds (the “Bonds”), being issued on the date of this Certificate by the City of Springfield, Missouri (the “Issuer”), certifies and represents as follows:

1. **Bond Purchase Agreement.** We have entered into a Bond Purchase Agreement (the “Bond Purchase Agreement”), dated March ____, 2023 (the “Sale Date”) with the Issuer, providing for the purchase by the Original Purchaser from the Issuer of the Bonds.

2. **Receipt for Bonds.** We acknowledge receipt on the date hereof of the Bonds, consisting of fully registered Bonds numbered from R-1 consecutively upward, in authorized denominations or integral multiples thereof. The Bonds consist of “book-entry-only” certificates in a form acceptable to the Original Purchaser which have been delivered to the Depository Trust Company (“DTC”) or to the Trustee for “FAST” delivery prior to the closing of the Bonds pursuant to the rules and procedures of DTC.

3. **Compliance with Bond Purchase Agreement.** We further acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof.

4. **Issue Price.**

For purposes of this section the following definitions apply:

“Effective Time” means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

[*“Holding Period” means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date; or

- (2) the date and time at which the Original Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.*]

“Initial Offering Price” means the price listed on **Schedule A** for each Maturity.

“Maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as **Attachment 1** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. [*As of the Effective Time there were no Undersold Maturities.*] [*For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.
5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.*]

The Issuer may rely on the foregoing representations in making its certification as to issue price of the Bonds under the Internal Revenue Code of 1986, as amended (the “Code”), and bond counsel may rely on the foregoing representations in rendering its opinion on the exclusion from federal gross income of the interest on the Bonds. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Gilmore & Bell, P.C., as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

DATED: March____, 2023.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**, as underwriter

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

SCHEDULE A

**\$[principal amount]
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2023**

Stated Maturity <u>(November 1)</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Price</u>
	\$	%	%

ATTACHMENT 1

PRICING WIRE

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit F

Budget Adjustment
039

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
45080	09	14120	414020	000000	00000	\$ 15,500,000	Municipal purpose bond proceeds (estimated)
Net Revenue Adjustment						\$ 15,500,000	

Expenditures:

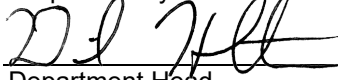
Fund	Dept	Org	Account	P&G	Location	Amount	Description
45080	20	73020	509110	000000	00000	\$ 15,000,000	Municipal purpose bond proceeds (estimated)
45080	09	14120	509350	000000	00000	500,000	Issuance cost and underwriter's discount (estimated)
Net Expenditure Adjustment						\$ 15,500,000	

Fund Balance Appropriation:

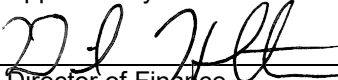
Fund	Title	Amount

Explanation: To appropriate Special Obligation Improvement Bonds, Series 2023 for the purpose of providing improvements to the historic city hall, animal shelter, certain fire stations, and public works operation buildings. Bond principal amount not to exceed \$15,500,000.

Requested By:


Department Head 2-14-2023
Date

Approved By:


Director of Finance 2-14-2023
Date

City Manager Date

Authorization:

Council Bill No. 2023-050
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-052 (SCHILLING)

FILED: 02/27/2023

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: A resolution declaring the intent of the City of Springfield to annex approximately 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street, and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road), referenced as Annexation A-2-2023, into the City. (Staff recommends approval.)

BACKGROUND INFORMATION:

Purpose: Declaring the intent of the City of Springfield to annex approximately 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street, and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road), into the City of Springfield as Annexation A-2-2023. (Staff recommends approval.)

The owners of the private property generally located at 3444 W. Sunshine Street and 3503 W. Washita Street are requesting annexation into the City of Springfield (See “Exhibit B,” Location Sketch). The owners of the property have signed petitions requesting voluntary annexation into the City of Springfield (See “Exhibit C,” Annexation Petition). The proposed annexation includes approximately 0.14 acres of public right-of-way along Farm Road 133 (Moore Road). Greene County Highway Department has provided a voluntary annexation petition and supports the request. The property is within the City of Springfield’s Urban Service Boundary and is contiguous and compact to the City of Springfield. The owner is proposing to annex and rezone for a new retail and shopping center development.

This Resolution only initiates the proposed annexation and does not annex the property. The private property is currently zoned Greene County C-2, General Commercial District and PAD, Plot Assignment District. The owners are requesting that the property be rezoned to a HC, Highway Commercial District with Conditional Overlay District which will be concurrently reviewed with the annexation public hearing in April. The City Council is required to hold a public hearing before the proposed annexation can be approved (see “Exhibit D,” Annexation Schedule).

If this request is approved, staff will submit a Council Bill for a public hearing to consider annexation of these properties.

REMARKS:

Staff recommends approval to initiate the annexation based on the following:

1. The area to be annexed is contiguous to the City of Springfield and within the Urban Service Area. See “Exhibit B” for the location of the private property and public right-of-way to be annexed.
2. The Forward SGF Comprehensive Plan supports this annexation request.
3. The property owners have petitioned the City for annexation.
4. All City services can be provided to the property.
5. The City will receive sales and property tax revenue from private property once annexed.

RECOMMENDATIONS:

Staff recommends the initiation of the annexation of the subject properties and public right-of-way.

Submitted By: Daniel Neal, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 2/24/2023

- Attachments:**
1. 01. Initiate Annexation A-2-2023 - 3444 West Sunshine Street
 2. Exhibit A, Legal Description
 3. Exhibit B, Location Map and Sketch
 4. Exhibit C, Annexation Petition
 5. Exhibit D, Annexation Schedule

One-rdg. X
P. Hrngs.
Pgs. 21
Filed: 02-28-23

Sponsored by: Schilling

COUNCIL BILL 2023-052 RESOLUTION

A RESOLUTION

1 DECLARING the intent of the City of Springfield to annex approximately 9.2 acres of
2 private property generally located at 3444 West Sunshine Street and
3 3503 West Washita Street, and approximately 0.14 acre of Greene
4 County right-of-way generally located at 1900 South Farm Road 133
5 (Moore Road), referenced as Annexation A-2-2023, into the City. (Staff
6 recommends approval.)
7 _____
8

9 WHEREAS, the owners of the private property generally located at 3444 West
10 Sunshine Street and 3503 West Washita Street have petitioned for voluntary annexation
11 into the City of Springfield; and
12

13 WHEREAS, the proposed annexation also includes approximately 0.14 acre of
14 Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore
15 Road), and the Greene County Highway Department has provided a voluntary
16 annexation petition for this right-of-way; and
17

18 WHEREAS, the property to be annexed is within the Urban Service Area and is
19 contiguous and compact to the City of Springfield; and
20

21 WHEREAS, the City is required to announce its intention to initiate annexation
22 procedures as required by law.
23

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

27 Section 1 – City Council hereby announces its intention to annex approximately
28 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503
29 West Washita Street, and approximately 0.14 acre of Greene County right-of-way
30 generally located at 1900 South Farm Road 133 (Moore Road), and more completely
31 described in “Exhibit A,” which is attached hereto and incorporated herein by this
32 reference, into the City of Springfield.
33

34 Section 2 – The City Manager, or designee, is hereby authorized to do all things
35 necessary and convenient to carry out the intent of this Resolution.

36 Section 3 – This Resolution shall be in effect immediately upon adoption.

37
38 Passed at meeting: _____

39
40 _____
41 Mayor

42
43 Attest: _____, City Clerk

44
45 Filed as Resolution: _____

46
47
48 Approved as to form: Jill Bennis, Assistant City Attorney

49
50
51 Approved for Council action: Jason A. Hays, City Manager

Exhibit A

Surveyed Property Description for Parcel ID 1333210002

Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to the Point of Beginning, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 441.69 feet; thence leaving said W. Sunshine St. South Right of Way line as show on said Final Plans, South 2°03'31" West 585.22 feet; thence North 88°40'02" West 668.16 feet to a found iron pin on the West line of said Section 33; thence North 0°32'16" East 242.67 feet along the West line of said Section 33 to a point on the Easterly Right of Way line for said W. Bypass; thence North 5°50'18" East 211.33 feet along said W. Bypass Easterly Right of Way line to a point at Station 1+84.30 with an Offset of 115 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 41°25'00" East 129.65 feet to a point on W Sunshine St. South Right of Way line at Station 466+28.1630 with an Offset of 86.95 feet to the right from centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line, North 81°51'53" East 139.05 feet to Station 467+65.31 with an Offset of 64.00 feet to the right from the centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line as described in said General Warranty Deed, North 1°21'40" East 10.00 feet to the Point of Beginning.

Contains 381,397 square feet or 8.756 acres of land, more or less.



12/07/2022

Surveyed Property Description for Parcel ID 1332100113

All of Lot 64, Plat for Marlborough Manor 17th Addition, Recorded in Book AAA, Page 547 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northeast Corner of said NE 1/4 of the NE 1/4 of Section 32; thence South 2°45'07" West 425.83 feet along the East line of said Section 32 to the Point of Beginning on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along the East line of said Section 32, South 0°32'16" West 242.67 feet to a found iron pin; thence continuing along the East line of said Section 32, South 1°14'19" West 162.89 feet to a found iron pin at the Northwest corner of Lot 17, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence continuing along the East line of said Section 32, South 3°44'20" West 146.38 feet to a found iron at the Southwest corner of said Lot 17 and Southeast corner of said Lot 64; thence leaving the East line of said Section 32, North 88°50'45" West 79.75 feet along the South line of said Lot 64 to a point on the said W. Bypass Easterly Right of Way line; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 267.93 feet, a chord bearing of North 13°33'59" East and a Chord distance of 267.50 feet to a point at Station 6+77.65 with an Offset of 90 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way, North 6°25'39" East 259.25 feet to a point at Station 4+27.65 with an Offset of 100 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 5°50'18" East 32.48 feet to the Point of Beginning.

Contains 17,644 square feet or 0.405 acres of land, more or less.



S. Moore Rd (FM 133) area of Annexation

Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 1034.69 feet; thence continue along W. Sunshine St. South Right of Way line as show on said Final Plans, South 48°21'33" East 77.34 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as show on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin to the Point of Beginning; thence South 88°40'02" East 34.85 feet to a point of the Easterly Right of Way line for S. Moore Road; thence South 2°11'54" West 167.09 feet along the Easterly Right of Way line for S. Moore Road; thence North 87°48'06" West 37.68 feet to a found ½" iron pipe on the Westerly Right of Way line for S. Moore Road; thence along the Westerly Right of Way line for S. Moore Road North 3°10'30" East 166.51 feet to the Point of Beginning.

Contains 6,049 square feet or 0.139 acres of land, more or less.

EXHIBIT B: ANNEXATION INITIATION



LOCATION:

LOCATION:	3444 W. Sunshine Street, 1900 block S. Farm Road 133 (right-of-way) and 3503 W. Washita Street
CURRENT ZONE:	County C-2, General Commercial District and County PAD, Plot Assignment District
PROPOSED ZONE:	HC, Highway Commercial District with COD
CASE NUMBER:	A-2-2023

Parcel ID: 1333210002 Rezone Exhibit

W. Sunshine St. (Rt. 413)

West Bypass (Hwy. 160)

Parcel ID: 1333210002
Owner: McCurry, Donald L.
& Patricia L. Trust

S. Moore Rd.

W. Washita St.



Civil Engineering Inc.
3214 N.W. AVIGNON WAY, SUITE 4
BENTONVILLE, AR 72712
479.464.8850 | OFFICE 479.464.9040 | FAX

DRAWING No: S220508

DRAWN BY: Jon

ISSUE DATE: December 01, 2022

SHEET 01 of 01

Parcel ID: 1333210013 Annexation Exhibit

W. Sunshine St. (Rt. 413)

West Bypass (Hwy. 160)

S. Moore Rd.

W. Washita St.

Parcel ID: 1332100113
Lot 64,
Marlbrough Manor 17th Add.
Owner: South Creek Dev. Group



3214 N.W. AVIGNON WAY, SUITE 4
BENTONVILLE, AR 72712
479.464.8850 | OFFICE 479.464.9040 | FAX

DRAWING No: S220508

DRAWN BY: Jon

ISSUE DATE: January 27, 2023

SHEET 01 of 01

S. Moore Rd (FM 133) area of Annexation Exhibit

Common Corner of
Sections 28,29,32 & 33,
T-29-N, R-22-W

S88°43'00"E 226.63'

N1°17'00"E 83.14'

W. Sunshine St. (MO Rte 413)

172' Public Right of Way

S88°38'20"E 1034.69'

S48°21'33"E 77.34'

Parcel ID: 1333210001

S. Moore Rd. (FM 133)

S2°06'29"W 534.91'

35' Public Right of Way

S. Moore Rd (FM 133) area of Annexation Description:

Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 1034.69 feet; thence continue along W. Sunshine St. South Right of Way line as show on said Final Plans, South 48°21'33" East 77.34 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as show on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin to the Point of Beginning; thence South 88°40'02" East 34.85 feet to a point of the Easterly Right of Way line for S. Moore Road; thence South 2°11'54" West 167.09 feet along the Easterly Right of Way line for S. Moore Road; thence North 87°48'06" West 37.68 feet to a found 1/2" iron pipe on the Westerly Right of Way line for S. Moore Road; thence along the Westerly Right of Way line for S. Moore Road North 3°10'30" East 166.51 feet to the Point of Beginning.

Contains 6,049 square feet or 0.139 acres of land, more or less.

W. Dorber Dr.

P.O.B.

S88°40'02"E 34.85'

S2°11'54"W 167.09'

N3°10'30"E 166.51'

Parcel ID: 1333210016

N87°48'06"W 37.68'



Civil Engineering Inc.

3214 N.W. AVIGNON WAY, SUITE 4
BENTONVILLE, AR 72712
479.464.8850 | OFFICE 479.464.9040 | FAX

DRAWING No. S220508 Exhibit

DRAWN BY: Jon

ISSUE DATE: 01/05/2023

SHEET 01 of 01



Voluntary Annexation Application

E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS BELOW BEFORE SUBMITTING THIS APPLICATION

1. Apply and pay your processing fees.
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for ProjectDox review process.
3. Complete this application and upload a digital (pdf) copy through ProjectDox.

Office Use Only

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? \$ _____

[*See Fee Schedule](#)

Property Location: Southeast Corner of West Bypass & W. Sunshine

Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): Donald L. McCurry and Patricia L. McCurry Trust Dated 6/22/1992

If corporation, Corporate Official: Patricia L McCurry, Trustee

Mailing Address: 2446 S. Farm Road 111 Springfield, MO.

Zip Code: 65802

Telephone: (417) 856-2563

E-mail: None

PROPERTY OWNER'S SIGNATURE: Patricia L. McCurry

(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Thomas K. Walker

If corporation: Corporate Official: _____

Mailing Address: 2 Hawthorne EST St. Louis, MO.

Zip Code: 63131

Telephone: (314) 623-1100

E-mail: twalker@retailreal.com

Current Use of the Property: Mobile Home Dealer

Current County Zoning: General Commercial (C-2)

Proposed City Zoning: HC Highway Commercial

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

See Attached Exhibit

PROPERTY CONDITIONS/ANOMALIES (which can be reasonably known):

Mobile Home Dealer

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: Patricia L. McClung Trustee

SIGNED: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, and _____ to me known to be the persons described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be married.

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

"Notary Seal"

Notary Public: _____

Print Name: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

TRUST
ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this 22 day of November, 2022, before me appeared Patricia L. McCurry, to me personally known, who, being by me duly sworn did say that he/she is the Trustee of DONALD L & PATRICIA L MCCURRY TRUST DATED 6/22/92 and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

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

"Notary Seal"

Notary Public: Tyrin P. Opp
Print Name: Tyrin P. Opp



STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, to me known to be the person described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be single and unmarried.

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

"Notary Seal"

Notary Public: _____
Print Name: _____



Voluntary Annexation Application

E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS BELOW BEFORE SUBMITTING THIS APPLICATION

1. Apply and pay your processing fees.
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for ProjectDox review process.
3. Complete this application and upload a digital (pdf) copy through ProjectDox.

Office Use Only

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? \$ _____

[*See Fee Schedule](#)

Property Location: Southeast Corner of West Bypass & W. Sunshine-Springfield, MO.

Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): South Creek Development Corporation

If corporation, Corporate Official: Thomas W. Kissee

Mailing Address: 1334 E. Kingsley St. Springfield, MO.

Zip Code: 65804

Telephone: (417) 882-5531

E-mail: melindabrown@tomkissee.com

PROPERTY OWNER'S SIGNATURE: *Thomas W. Kissee*

(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Thomas K. Walker

If corporation: Corporate Official: _____

Mailing Address: 2 Hawthorne EST St. Louis, MO.

Zip Code: 63131

Telephone: (314) 623-1100

E-mail: twalker@retailreal.com

Current Use of the Property: Vacant Lot

Current County Zoning: R-1 Greene County

Proposed City Zoning: Highway Commercial (HC)

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

See attached Legal Description

PROPERTY CONDITIONS/ANOMALIES (which can be reasonably known):

Vacant Lot

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: *Thomas W. Harris*

SIGNED: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, and _____ to me known to be the persons described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be married.

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

“Notary Seal”

Notary Public: _____

Print Name: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this 13th day of December, 2022, before me appeared Thomas W. Kissee, to me personally known, who, being by me duly sworn did say that he/she is the President of South Creek Development Corp, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

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

"Notary Seal"

Notary Public:

Print Name:

Ginnie L. Beaman
Ginnie L. Beaman



GINNIE L. BEAMAN
My Commission Expires
March 7, 2024
Greene County
Commission #12499973

STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, to me known to be the person described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be single and unmarried.

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

"Notary Seal"

Notary Public: _____

Print Name: _____

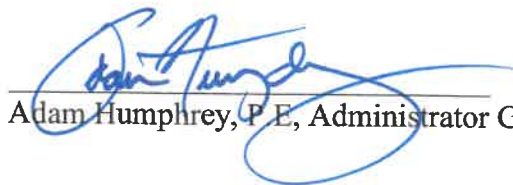
PETITION FROM GREENE COUNTY HIGHWAY DEPARTMENT REQUESTING
ANNEXATION OF COUNTY ROAD RIGHT-OF-WAY TO THE CITY OF SPRINGFIELD,
MISSOURI.

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

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

Dated this 14th day of February, 2023.

ADMINISTRATOR GREENE COUNTY HIGHWAY DEPARTMENT

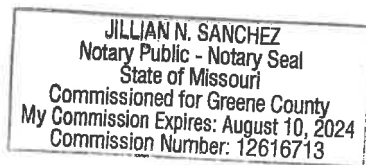


Adam Humphrey, P.E., Administrator Greene County Highway Department

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 14th day of February, 2023, before me personally appeared the Greene County Commission, to me personally known, who being duly sworn, did say that the seal affixed to this instrument was signed and sealed in behalf of said Commission and by its authority acknowledge said instrument to be the free act and deed of said Commission.

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



Notary Public

Jillian N. Sanchez

My commission expires:

August 10, 2024

Attachment A

S. Moore Rd (FM 133) area of Annexation

Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 1034.69 feet; thence continue along W. Sunshine St. South Right of Way line as show on said Final Plans, South 48°21'33" East 77.34 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as show on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin to the Point of Beginning; thence South 88°40'02" East 34.85 feet to a point of the Easterly Right of Way line for S. Moore Road; thence South 2°11'54" West 167.09 feet along the Easterly Right of Way line for S. Moore Road: thence North 87°48'06" West 37.68 feet to a found ½" iron pipe on the Westerly Right of Way line for S. Moore Road; thence along the Westerly Right of Way line for S. Moore Road North 3°10'30" East 166.51 feet to the Point of Beginning.

Contains 6,049 square feet or 0.139 acres of land, more or less.

EXHIBIT D

ANNEXATION SCHEDULE
ANNEXATION A-2-2023

ANNEXATION:

Initiate annexation March 6, 2023
City Council public hearing April 3, 2023
City Council second reading and vote April 17, 2023



EXPLANATION TO COUNCIL BILL 2023-053 (MCGULL)

FILED: 02/27/2023

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: A resolution declaring the intent of the City of Springfield to annex approximately 1 acre of private property generally located at 3710 and 3742 East Cherry Street, and approximately 0.1 acre of Greene County right-of-way generally located at the 600 block of South Hickory Avenue, referenced as Annexation A-3-2023, into the City. (Staff recommends approval.)

BACKGROUND INFORMATION: The owners of the private property generally located at 3710 and 3742 E. Cherry Street are requesting annexation into the City of Springfield (See "Exhibit B," Location Sketch). The owners of the property have signed petitions requesting voluntary annexation into the City of Springfield (See "Exhibit C," Annexation Petition). The proposed annexation includes approximately 0.1 acre of public right-of-way at the 600 block S. Hickory Avenue (right-of-way). Greene County Highway Department has provided a voluntary annexation petition and supports the request. The property is within the City of Springfield's Urban Service Boundary and is contiguous and compact to the City of Springfield. The owner is proposing to annex and rezone for a multi-family residential development.

This Resolution only initiates the proposed annexation and does not annex the property. The private property is currently zoned Greene County R-3, Multi-Family Residence District. The owners are requesting that the property be rezoned to a R-LD, Low Density Multi-Family Residential District with Conditional Overlay District which will be concurrently reviewed with the annexation public hearing in April. The City Council is required to hold a public hearing before the proposed annexation can be approved (see "Exhibit D," Annexation Schedule).

If this request is approved, staff will submit a Council Bill for a public hearing to consider annexation of this property.

REMARKS:

Staff recommends approval to initiate the annexation based on the following:

1. The area to be annexed is contiguous to the City of Springfield and within the Urban Service Area. See "Exhibit B" for the location of the private property and public right-of-way to be annexed.
2. The Forward SGF Comprehensive Plan supports the annexation request.
3. The property owners have petitioned the City for annexation.
4. All City services can be provided to the property.



5. The City will receive property tax revenue from private property once annexed.

RECOMMENDATIONS:

Staff recommends the initiation of the annexation of the subject properties and public right-of-way.

Submitted By: Daniel Neal, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 2/24/2023

- Attachments:**
1. 02. Initiate Annexation A-3-2023 - 3710 East Cherry Street
 2. Exhibit A, Legal Description
 3. Exhibit B, Location Map and Sketch
 4. Exhibit C, Annexation Petition
 5. Exhibit D, Annexation Schedule

One-rdg. X
P. Hrngs.
Pgs. 17
Filed: 02-28-23

Sponsored by: McGull

COUNCIL BILL 2023-053 RESOLUTION

A RESOLUTION

1 DECLARING the intent of the City of Springfield to annex approximately 1 acre of
2 private property generally located at 3710 and 3742 East Cherry Street,
3 and approximately 0.1 acre of Greene County right-of-way generally
4 located at the 600 block of South Hickory Avenue, referenced as
5 Annexation A-3-2023, into the City. (Staff recommends approval.)
6
7

8 WHEREAS, the owners of the private property generally located at 3710 and
9 3742 East Cherry Street have petitioned for voluntary annexation into the City of
10 Springfield; and
11

12 WHEREAS, the proposed annexation also includes approximately 0.1 acre of
13 Greene County right-of-way generally located at the 600 block of South Hickory
14 Avenue, and the Greene County Highway Department has provided a voluntary
15 annexation petition for this right-of-way; and
16

17 WHEREAS, the property to be annexed is within the Urban Service Area and is
18 contiguous and compact to the City of Springfield; and
19

20 WHEREAS, the City is required to announce its intention to initiate annexation
21 procedures as required by law.
22

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

26 Section 1 – City Council hereby announces its intention to annex approximately 1
27 acre of private property generally located at 3710 and 3742 East Cherry Street, and
28 approximately 0.1 acre of Greene County right-of-way generally located at the 600 block
29 of South Hickory Avenue, and more completely described in “Exhibit A,” which is
30 attached hereto and incorporated herein by this reference, into the City of Springfield.
31

32 Section 2 – The City Manager, or designee, is hereby authorized to do all things
33 necessary and convenient to carry out the intent of this Resolution.
34

35 Section 3 – This Resolution shall be in effect immediately upon adoption.

36 Passed at meeting: _____

37

38

39

Mayor

40

41 Attest: _____, City Clerk

42

43 Filed as Resolution: _____

44

45

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

47

48

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

EXHIBIT A

Annexation Description

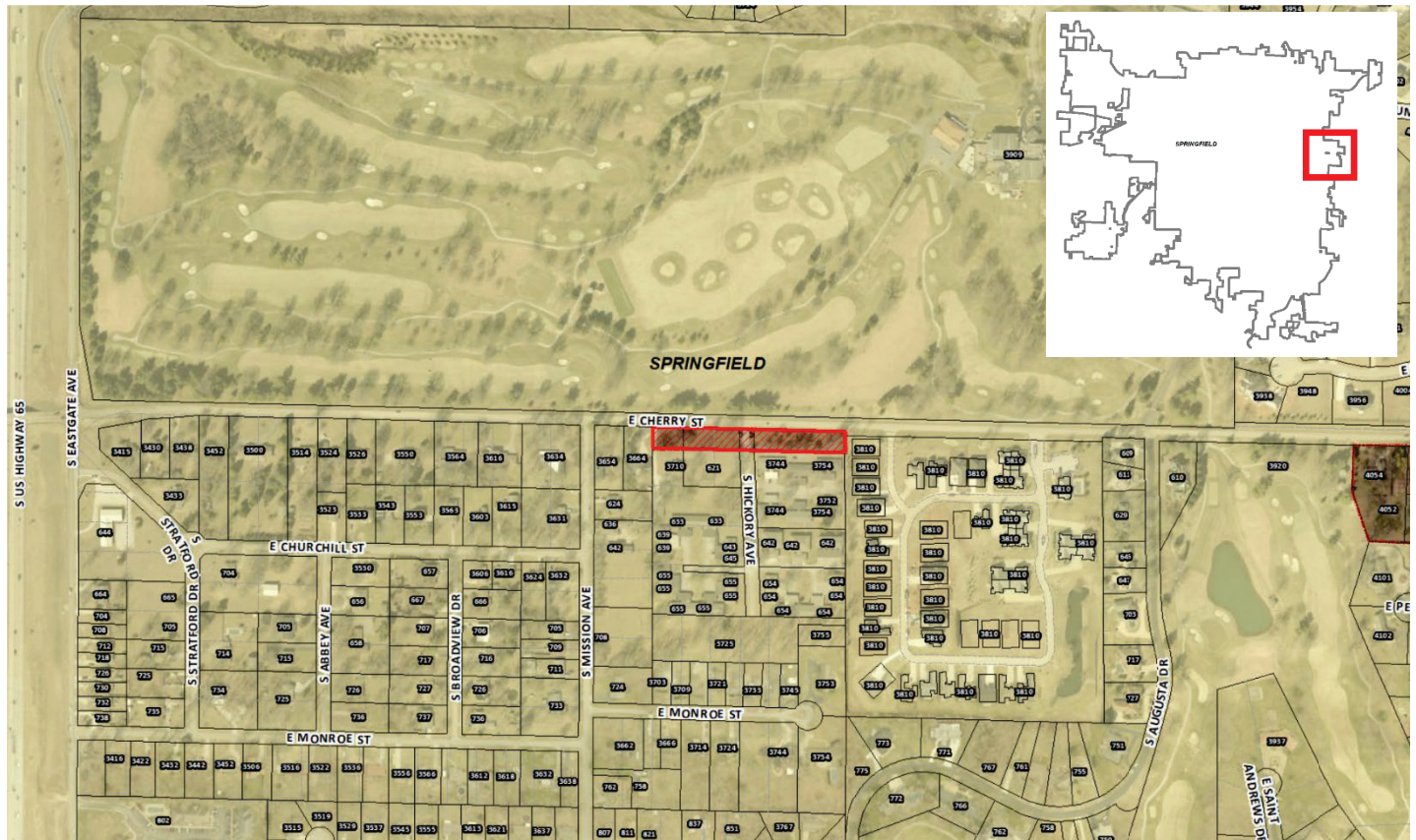
ALL THE NORTH 77.50 FEET OF HICKORY AVENUE, ALL IN HICKORY VILLAGE, A SUBDIVISION IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART PREVIOUSLY ANNEXED BY THE CITY OF SPRINGFIELD. THE NORTH LINE OF SAID HICKORY AVENUE BEING THE SAME AS THE SOUTH RIGHT-OF-WAY OF CHERRY STREET.

ALL THE NORTH 77.50 FEET OF LOT 9, ALL IN HICKORY VILLAGE, A SUBDIVISION GREENE COUNTY, MISSOURI, EXCEPT ANY PART PREVIOUSLY ANNEXED BY THE CITY OF SPRINGFIELD. THE NORTH LINE OF SAID LOTS BEING THE SAME AS THE SOUTH RIGHT-OF-WAY OF CHERRY STREET.

ALL THE NORTH 75.00 FEET OF LOTS 2 AND 3, ALL IN HICKORY VILLAGE, A SUBDIVISION GREENE COUNTY, MISSOURI EXCEPT ANY PART PREVIOUSLY ANNEXED BY THE CITY OF SPRINGFIELD, THE NORTH LINE OF SAID LOTS BEING THE SAME AS THE SOUTH RIGHT-OF-WAY OF CHERRY STREET.

ALL THE NORTH 75.00 FEET OF LOT 1 IN HICKORY VILLAGE, A SUBDIVISION GREENE COUNTY, MISSOURI, EXCEPT ANY PART PREVIOUSLY ANNEXED BY THE CITY OF SPRINGFIELD. THE NORTH LINE OF SAID LOTS BEING THE SAME AS THE SOUTH RIGHT-OF-WAY OF CHERRY ST.

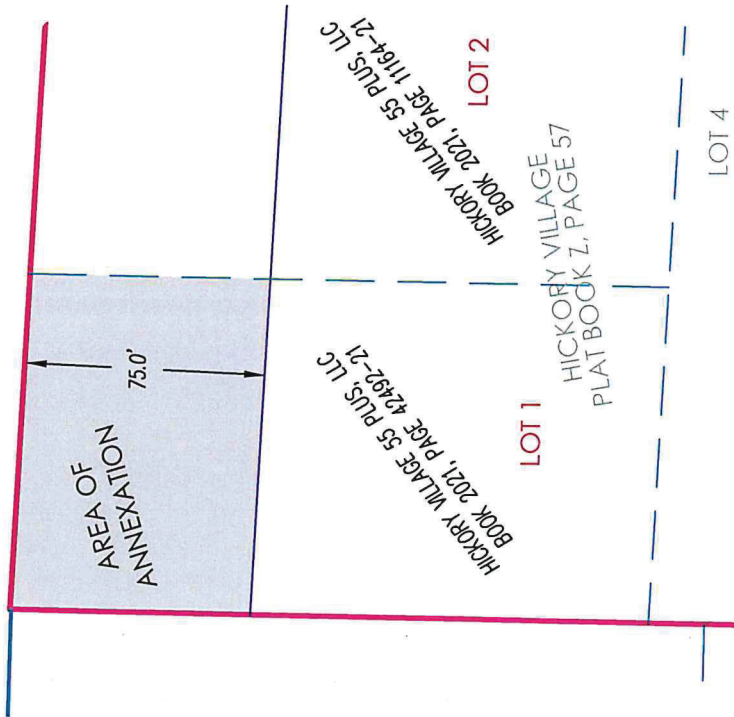
EXHIBIT B: ANNEXATION INITIATION



LOCATION:

LOCATION:	3700 block East Cherry Street more particularly 3710 and 3742 East Cherry Street and 600 block South Hickory Avenue (ROW)
CURRENT ZONE:	County R-3, Multi-Family Residence District
PROPOSED ZONE:	R-LD, Low Density Multi-Family Residential District with COD
CASE NUMBER:	A-3-2023

CHERRY STREET

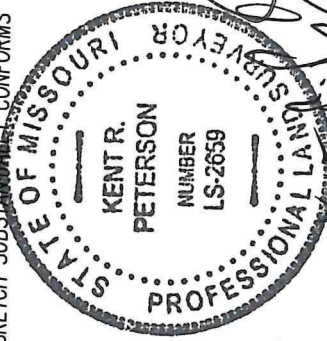


SCALE: 1" = 60'

ANNEXATION DESCRIPTION

ALL THE NORTH 75.00 FEET OF LOT 1 IN HICKORY VILLAGE, A SUBDIVISION GREENE COUNTY, MISSOURI, EXCEPT ANY PART PREVIOUSLY ANNEXED BY THE CITY OF SPRINGFIELD. THE NORTH LINE OF SAID LOTS BEING THE SAME AS THE SOUTH RIGHT-OF-WAY OF CHERRY STREET.

I HAVE REVIEWED THE ATTACHED DESCRIPTION AND SKETCH PROVIDED FOR ANNEXATION. IN MY PROFESSIONAL OPINION, THE DESCRIPTION PROPERTY REPRESENTS THE BOUNDARY OF THE AREA TO BE ANNEXED AND THE SKETCH SUBSTANTIALLY CONFORMS TO THE DESCRIPTION.



THIS DRAWING IS NOT TO BE CONSIDERED A BOUNDARY SURVEY. BOUNDARY LINES ARE FOR GRAPHIC REPRESENTATION ONLY.

ANDERSON COA# 000062

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
3213 S. WEST BYPASS • SPRINGFIELD, MISSOURI 65907 • PHONE (417) 866-2741

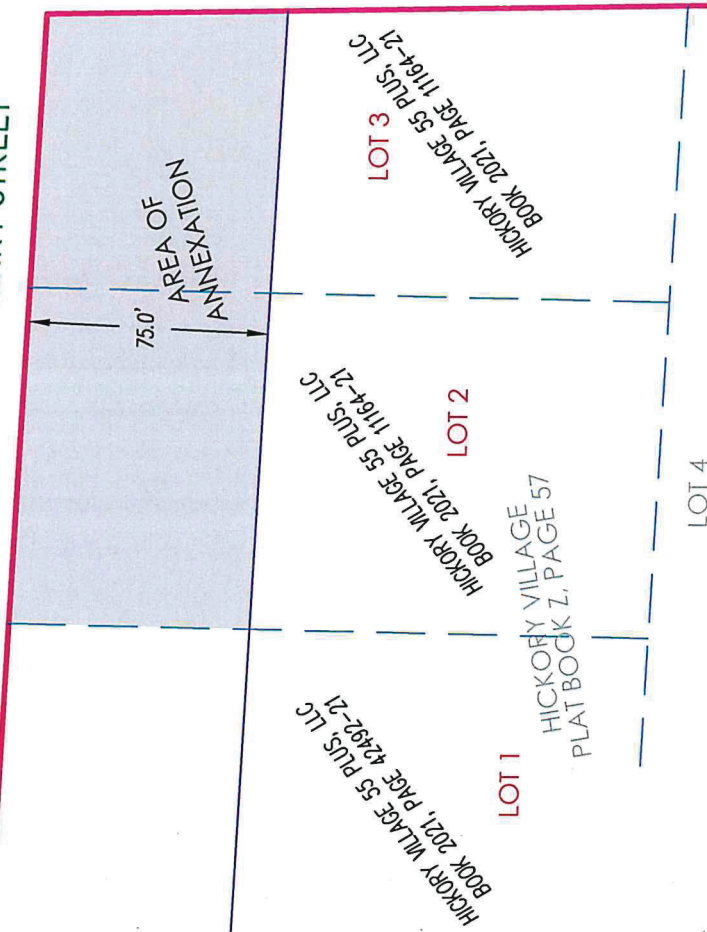
HICKORY VILLAGE 55 PLUS, LLC

ANNEXATION
SKETCH

CHERRY STREET, SPRINGFIELD, MO

DRAWN BY:	GAS	FIELD BY:	AS
DATE:	02-08-2023	FIELD BK:	-
CLIENT NO:	22SP10278	DRAWING NO:	111715

CHERRY STREET



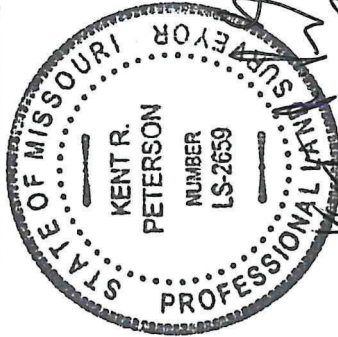
HICKORY AVENUE

SCALE: 1" = 60'

ANNEXATION DESCRIPTION

ALL THE NORTH 75.00 FEET OF LOTS 2 AND 3, ALL IN HICKORY VILLAGE, A SUBDIVISION GREENE COUNTY, MISSOURI, EXCEPT ANY PART PREVIOUSLY ANNEXED BY THE CITY OF SPRINGFIELD. THE NORTH LINE OF SAID LOTS BEING THE SAME AS THE SOUTH RIGHT-OF-WAY OF CHERRY STREET.

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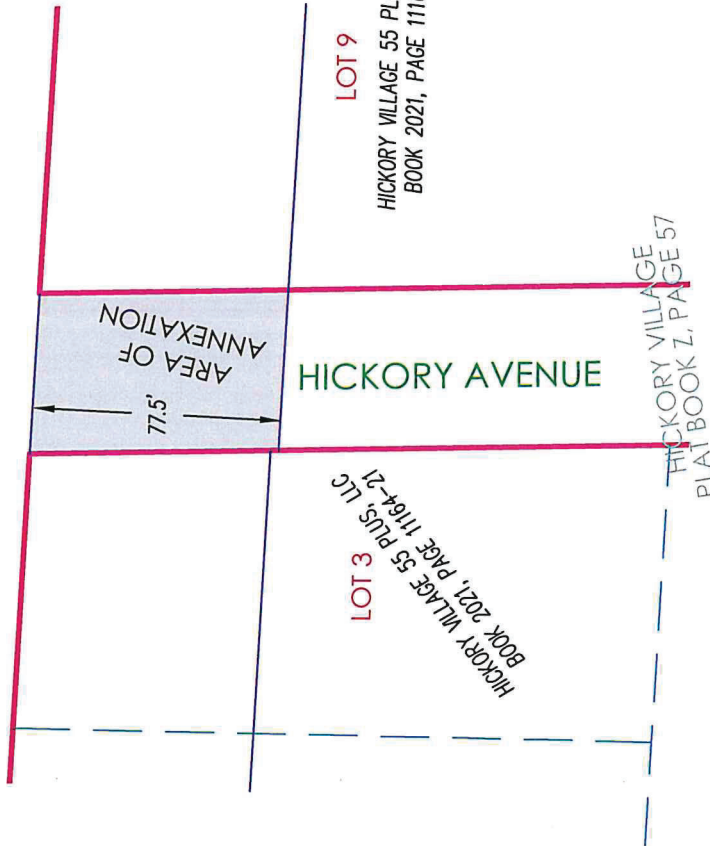
ANDERSON COA# 000062

AE ANDERSON ENGINEERING
EMPLOYEE OWNED
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3213 S. WEST BYPASS • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 666-2741

HICKORY VILLAGE 55 PLUS, LLC
ANNEXATION SKETCH
CHERRY STREET, SPRINGFIELD, MO

DRAWN BY: GAS
DATE: 02-08-2023
CLIENT NO: 22SP10278
FIELD BY: AS
FIELD BK: -
DRAWING NO: 111715

CHERRY STREET



ANNEXATION DESCRIPTION

ALL THE NORTH 77.50 FEET OF HICKORY AVENUE, ALL IN HICKORY VILLAGE, A SUBDIVISION IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART PREVIOUSLY ANNEXED BY THE CITY OF SPRINGFIELD. THE NORTH LINE OF SAID HICKORY AVENUE BEING THE SAME AS THE SOUTH RIGHT-OF-WAY OF CHERRY STREET.

I HAVE REVIEWED THE ATTACHED DESCRIPTION AND SKETCH PROVIDED FOR ANNEXATION. IN MY PROFESSIONAL OPINION, THE DESCRIPTION PROPERTY REPRESENTS THE BOUNDARY OF THE AREA TO BE ANNEXED AND THE SKETCH SUBSTANTIALLY CONFORMS TO THE DESCRIPTION.



THIS DRAWING IS NOT TO BE CONSIDERED A BOUNDARY SURVEY. BOUNDARY LINES ARE FOR GRAPHIC REPRESENTATION ONLY.

ANDERSON CO.# 000062

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HICKORY VILLAGE 55 PLUS, LLC
ANNEXATION SKETCH
CHERRY STREET, SPRINGFIELD, MO

DRAWN BY: GAS
DATE: 02-08-2023
CLIENT NO: 22SP10278

FIELD BY: AS
FIELD BK: -
DRAWING NO: 111715

HICKORY AVENUE

CHERRY STREET

AREA OF
ANNEXATION

77.5'

LOT 3
HICKORY VILLAGE 55 PLUS, LLC
BOOK 2021, PAGE 1164-21

HICKORY VILLAGE 55 PLUS, LLC
BOOK 2021, PAGE 11169-21

LOT 9
HICKORY VILLAGE
PLAT BOOK Z, PAGE 57



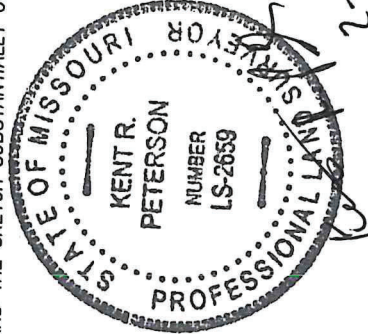
SCALE: 1" = 60'

ANNEXATION DESCRIPTION

ALL THE NORTH 77.50 FEET OF LOT 9, ALL IN HICKORY VILLAGE, A SUBDIVISION GREENE COUNTY, MISSOURI, EXCEPT ANY PART PREVIOUSLY ANNEXED BY THE CITY OF SPRINGFIELD. THE NORTH LINE OF SAID LOTS BEING THE SAME AS THE SOUTH RIGHT-OF-WAY OF CHERRY STREET.

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ANDERSON COA# 000062

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HICKORY VILLAGE 55 PLUS, LLC
ANNEXATION SKETCH
CHERRY STREET, SPRINGFIELD, MO

DRAWN BY: GAS
DATE: 02-08-2023
CLIENT NO: 22SP10278
FIELD BY: AS
FIELD BK: -
DRAWING NO: 111715



Voluntary Annexation Application

E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS BELOW BEFORE SUBMITTING THIS APPLICATION

1. Apply and pay your processing fees.
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for ProjectDox review process.
3. Complete this application and upload a digital (pdf) copy through ProjectDox.

Office Use Only

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? \$ _____

*See Fee Schedule

Property Location: E Cherry St (Parcels: 1222301149 and 1222301175)

Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): Hickory Village 55 Plus LLC

If corporation, Corporate Official: Jason Murray

Mailing Address: P.O. Box 2965, Springfield, MO

Zip Code: 65801

Telephone: (417) 831-2676

E-mail: murrayjkm@gmail.com

PROPERTY OWNER'S SIGNATURE: Jason Murray, member

(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Anderson Engineering, Inc

If corporation: Corporate Official: Nathan Adams

Mailing Address: 3213 S West Bypass, Springfield, MO

Zip Code: 65807

Telephone: (471) 866-2741

E-mail: nadams@ae-inc.com

Current Use of the Property: Residential

Current County Zoning: Greene County Residential

Proposed City Zoning: R-LD

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

Hickory Village N 75 Ft Lot 1 and Hickory Village N 75 Ft Lot 2 & 3 and Hickory Village N 77.27 Ft Lot 9

PROPERTY CONDITIONS/ANOMALIES (which can be reasonably known):

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: *Sam Mung, member*
SIGNED: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, and _____ to me known to be the persons described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be married.

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

"Notary Seal"

Notary Public: _____

Print Name: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this 31st day of January, 2023, before me appeared Jason Murray, to me personally

known, who, being by me duly sworn did say that he/she is the member of

Hickory Village SS+ LLC

, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

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

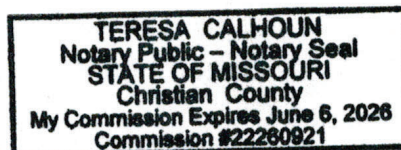
"Notary Seal"

Notary Public:

Teresa Calhoun

Print Name:

TERESA CALHOUN



STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, to me known to be the person described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be single and unmarried.

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

"Notary Seal"

Notary Public: _____

Print Name: _____

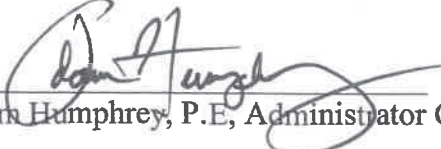
PETITION FROM GREENE COUNTY HIGHWAY DEPARTMENT REQUESTING
ANNEXATION OF COUNTY ROAD RIGHT-OF-WAY TO THE CITY OF SPRINGFIELD,
MISSOURI.

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

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

Dated this 15th day of February, 2023.

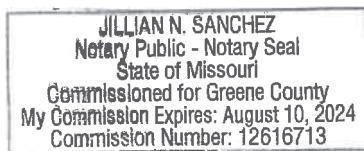
ADMINISTRATOR GREENE COUNTY HIGHWAY DEPARTMENT


Adam Humphrey, P.E., Administrator Greene County Highway Department

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 15th day of February, 2023, before me personally appeared the Greene County Commission, to me personally known, who being duly sworn, did say that the seal affixed to this instrument was signed and sealed in behalf of said Commission and by its authority acknowledge said instrument to be the free act and deed of said Commission.

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



Notary Public

A handwritten signature in cursive script that reads "Jillian N. Sanchez".

My commission expires:

August 10, 2024

Attachment A

CHERRY STREET



SCALE: 1" = 60'

ANNEXATION DESCRIPTION

ALL THE NORTH 77.50 FEET OF HICKORY AVENUE, ALL IN HICKORY VILLAGE, A SUBDIVISION IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART PREVIOUSLY ANNEXED BY THE CITY OF SPRINGFIELD; THE NORTH LINE OF SAID HICKORY AVENUE BEING THE SAME AS THE SOUTH RIGHT-OF-WAY OF CHERRY STREET.

I HAVE REVIEWED THE ATTACHED DESCRIPTION AND SKETCH PROVIDED FOR ANNEXATION. IN MY PROFESSIONAL OPINION, THE DESCRIPTION PROPERTY REPRESENTS THE BOUNDARY OF THE AREA TO BE ANNEXED AND THE SKETCH SUBSTANTIALLY CONFORMS TO THE DESCRIPTION.



THIS DRAWING IS NOT TO BE CONSIDERED A BOUNDARY SURVEY. BOUNDARY LINES ARE FOR GRAPHIC REPRESENTATION ONLY.

ANDERSON COA# 000032



ANDERSON ENGINEERING
EMPLOYEE OWNED
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3213 S. WEST BYPASS • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 896-2741

HICKORY VILLAGE 55 PLUS, LLC

ANNEXATION SKETCH

CHERRY STREET, SPRINGFIELD, MO

DRAWN BY: GAS

DATE: 02-08-2023

CLIENT NO: 22SP10278

FIELD BY: AS

FIELD B/C: -

DRAWING NO: 111715

EXHIBIT D

ANNEXATION SCHEDULE
ANNEXATION A-3-2023

ANNEXATION:

Initiate annexation	March 6, 2023
City Council public hearing	April 3, 2023
City Council second reading and vote	April 17, 2023



EXPLANATION TO COUNCIL BILL 2023-054 (HARDINGER)

FILED: 02/27/2023

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: A resolution initiating amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' for the purpose of authorizing City Council to add, modify, or delete conditions to a Conditional Use Permit.

BACKGROUND INFORMATION: Purpose: To initiate amendments to the Springfield Land Development Code to allow City Council to add, modify, or delete conditions to a Conditional Use Permit. (Staff recommends approval.)

Staff is proposing amendments to the Zoning Ordinance, Section 36-363 and any other applicable sections, that will allow City Council to add, modify, or delete conditions to a Conditional Use Permit.

At their November 17, 2022 meeting, the Plans and Policies Committee voted to recommend that City Council initiate these amendments.

The discretionary Conditional Use permit Procedure is designed to enable the Planning and Zoning Commission and the City Council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure.

This Resolution directs staff to prepare amendments to the Zoning Ordinance. This action does not amend the Zoning Ordinance. Separate public hearings will be scheduled at a later date at both Planning and Zoning Commission and City Council meetings.

REMARKS:

Staff recommends approval.

Submitted By: Michael Sparlin, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 2/28/2023

Attachments: 1. Initiate Conditional Use Permit Text Amendment_res (1)

One-rdg. X
P. Hrngs.
Pgs. 3
Filed 02-28-23

Sponsored by: Hardinger

COUNCIL BILL 2023-054 RESOLUTION

A RESOLUTION

1 INITIATING amendments to the Springfield Land Development Code, Article III,
2 'Zoning Regulations,' for the purpose of authorizing City Council to add,
3 modify, or delete conditions to a Conditional Use Permit.
4 _____
5

6 WHEREAS, at a meeting on November 22, 2022, the Plans and Policies
7 Committee voted to recommend that City Council initiate amendments to the Springfield
8 Land Development Code for the purpose of authorizing City Council to add, modify, or
9 delete conditions to a Conditional Use Permit; and
10

11 WHEREAS, to that end, City Council desires to authorize the City Manager to
12 prepare amendments to the Springfield Land Development Code consistent with the
13 intent and purpose of this Resolution.
14

15 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
16 SPRINGFIELD, MISSOURI, as follows, that:
17

18 Section 1 – City Council hereby initiates and authorizes the City Manager, or
19 designee, to prepare proposed amendments to the Springfield Land Development
20 Code, Article III, 'Zoning Regulations,' on behalf of and for consideration by City
21 Council, which would authorize City Council to add, modify, or delete conditions to a
22 Conditional Use Permit.
23

24 Section 2 – The City Manager, or his designee, shall transmit proposed
25 amendments to the Planning and Zoning Commission for their report and
26 recommendation, as provided in City Code Section 36-367, 'Amendments.' Such
27 amendments shall then be transmitted to City Council for consideration.
28

29 Section 3 – This Resolution shall be effective from and after passage.
30

31 Passed at meeting: _____
32
33

34 _____
35 Mayor

36 Attest: _____, City Clerk

37

38 Filed as Resolution _____

39

40 Approved as to form: Jill Bunn, Assistant City Attorney

42

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

44



EXPLANATION TO COUNCIL BILL 2023-055 (SCHILLING)

FILED: 02/27/2023

ORIGINATING DEPARTMENT: Public Works

PURPOSE: A resolution approving the use of funds from the 1/4-Cent Capital Improvement Sales Tax Minor Neighborhood Improvement Program in the amount of \$87,389 for improvements to enhance pedestrian safety, sight distance for vehicles, and provide traffic calming at the intersection of Mount Vernon and Broadway (Zone 3).

BACKGROUND INFORMATION: Purpose: Adopting a Resolution approving the use of funds from the Minor Neighborhood Improvement Program from the 1/4-Cent Capital Improvement Sales Tax in the amount of \$87,389 for improvements to provide bulb-outs to enhance pedestrian safety, sight distance for turning vehicles, and provide traffic calming at the intersection of Mount Vernon and Broadway ("Zone 3".)

This project was generated by concerns about neighborhood speeding and sight distance issues at the intersection. The current location of buildings is too close to the intersection, restricting sight distance for turning movements at the intersection. Also, the width of Mount Vernon promotes speeding. The addition of bulb-outs will help alleviate sight distance and speeding concerns in the intersection, which improves pedestrian safety.

Zone 3 Councilmember, Mike Schilling, has indicated support for partially funding this project with Minor Neighborhood Improvement Program ("Zone 3 Pothole Funds") from 1/4-Cent Capital Improvement Sales Tax funds. The current balance of the Zone 3 account is \$87,389. If this project is approved for Zone 3 funding, the revised Zone 3 account balance will be zero (\$0). This would be the second project approved during Fiscal Year 2023 with funding from the Minor Neighborhood Improvement Program.

The available Minor Neighborhood Improvement Program Zone 3 balance will not fully fund the total project estimate of \$93,000. The additional funding will come from the 1/8-Cent Transportation Sales Tax Turning Lane and Safety Improvements Program that is already budgeted.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place

REMARKS: Public Works recommends approval of this Council resolution.



Submitted By: Martin Gugel, Assistant Director of Public Works

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

Dan Smith, Director of Public Works 2/17/2023

Maurice S. Jones, Deputy City Manager 2/24/2023

Attachments: 1. Minor Neighborhood Imp Broadway & Mt Vernon_res
 2. Exhibit A

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 02-28-23

Sponsored by: Schilling

COUNCIL BILL 2023-055 RESOLUTION

A RESOLUTION

1 APPROVING the use of funds from the 1/4-Cent Capital Improvement Sales Tax Minor
2 Neighborhood Improvement Program in the amount of \$87,389 for
3 improvements to enhance pedestrian safety, sight distance for vehicles,
4 and provide traffic calming at the intersection of Mount Vernon and
5 Broadway (Zone 3).
6 _____
7

8 WHEREAS, the City has established a program for minor public improvements
9 within each Council Zone for projects suggested by those residents and the respective
10 Councilmembers; and
11

12 WHEREAS, the City has received concerns about neighborhood speeding and
13 sight distance issues at the intersection of Mount Vernon and Broadway; and
14

15 WHEREAS, the addition of bulb-outs in the area will help alleviate sight distance
16 and speeding concerns, which will in turn improve pedestrian safety; and
17

18 WHEREAS, Zone 3 Councilmember, Mike Schilling, has indicated his support for
19 allocating Minor Neighborhood Improvement Program (Zone 3 Pothole) funds to
20 partially pay for this project.
21

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

25 Section 1 – City Council hereby approves the allocation of funds from the Zone 3
26 Minor Neighborhood Improvement Program in the amount of \$87,389 for bulb-outs and
27 other street improvements at the intersection of Mount Vernon and Broadway in Zone 3.
28

29 Section 2 – This Resolution shall be in effect immediately upon adoption.
30

31 Passed at meeting: _____
32
33
34
35

Mayor

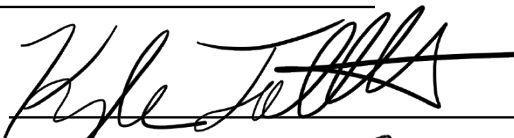
36 Attest: _____, City Clerk

37

38 Filed as Resolution _____

39

40

41 Approved as to form:  _____, Assistant City Attorney

42

43

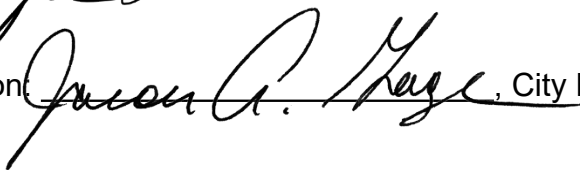
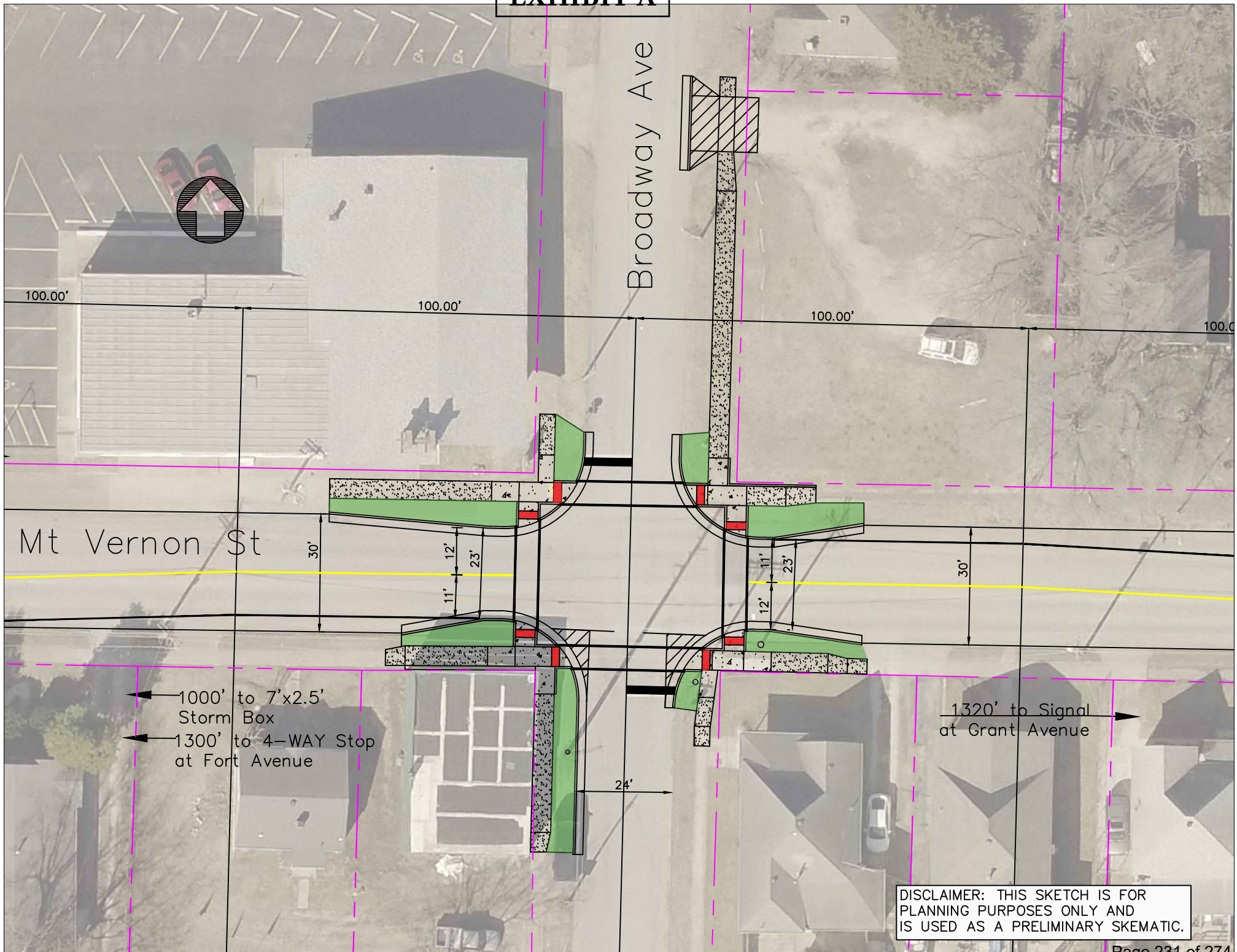
44 Approved for Council action:  _____, City Manager

EXHIBIT A





EXPLANATION TO COUNCIL BILL 2023-056 (HORTON)

FILED: 02/27/2023

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 0.71 acre of property generally located at 1018 North Farmer Avenue and 1622, 1628, and 1634 West Scott Street from R-SF, Single-Family Residential District, to R-TH, Residential Townhouse District, with Conditional Overlay District No. 222; establishing Conditional Overlay District No. 222; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: RAL Property Management, LLC; 1018 North Farmer Avenue and 1622, 1628, and 1634 West Scott Street; Z-1-2023.)

BACKGROUND INFORMATION:

Purpose: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.71 acres of property generally located at 1018 N. Farmer Avenue and 1622 through 1634 W. Scott Street from R-SF, Single-family residential district to R-TH, Residential townhouse district and establishing Conditional Overlay District No. 222. (Staff and Planning and Zoning Commission both recommend approval.)

ZONING CASE NUMBER Z-1-2023 w/COD #222

The applicant is requesting to rezone approximately 0.71 acres of property generally located at 1018 N. Farmer Avenue and 1622 through 1634 W. Scott Street from R-SF, Single-family residential district to R-TH, Residential townhouse district and establishing Conditional Overlay District No. 222. The applicant, RAL Property Management LLC, intends to construct duplexes within the rezoned area.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 9, 2023, and recommended to approve, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Land Use and Development* chapter of the *Comprehensive Plan* includes this site within the Center City Neighborhood Placetype, which is described as,

“Typically [containing] a diverse range of single-family homes with varying architectural styles, setbacks, and parcel sizes.” Consisting of neighborhoods which precede WWII, modern infill within this Placetype, “...can include higher density residential development that [blends] with the surrounding character,” though vacant or otherwise underutilized properties should also be considered for new uses which complement or reinforce the urban fabric of the neighborhood, such as pocket parks, community gardens, or small neighborhood commercial nodes, as well as housing. Planning within this Placetype is meant to improve infrastructure and support development patterns which help make these neighborhoods more complete, diverse, and accessible.

2. The subject properties are currently zoned R-SF, a single-family residential district, and the applicant, RAL Property Management LLC, has requested to rezone the site to R-TH, Residential townhouse district, with the intent to construct a series of duplexes. Per the area map provided above, those properties fronting N. Kansas Expressway to the east are already zoned R-TH and have been zoned as such since the city-wide mapping which took place in 1995. The *Land Development Code* describes the R-TH district as appropriate for, “...a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 dwelling units per acre).” Though this district does allow for other nonresidential uses, the intent of this district is to preserve the residential character of a given area.
3. No site plan has been made available for the proposal; however, a site plan is not required for such a rezoning. To better ensure the quality of future construction, the applicant will be required to follow the Affordable Housing Design Guidelines, as indicated in the proposed Conditional Overlay District (“COD”) No. 222. This is the only requirement of the proposed COD.
4. Lot 3 (1018 N. Farmer Avenue) does not currently have access to City Utilities water or gas infrastructure; as a result, main extensions will be needed to provide these services to this lot specifically. Lot 2 (1628 W. Scott Street) does not have direct access to public sewer infrastructure, requiring an extension of public sewer to serve this lot unless the applicant reconfigures the property lines via a subdivision process to grant access to public sewer to the west. Should an extension of public sewer be necessary, public improvement plans will need to be reviewed, approved, and constructed (or escrowed) prior to the issuance of future building permits or plats. Regardless of changes to the subdivision or extensions of infrastructure, a sewer impact permit fee will be required for any new construction on this site.
5. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.
6. 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 2/28/2023

- Attachments:**
1. Z-1-2023 with COD #222_ord
 2. Exhibit A, Conditional Overlay District No. 222 Provisions
 3. Exhibit B, Legal Description
 4. Exhibit C, Record of Proceedings
 5. Exhibit D, Development Review Staff Report with 3 Attachments

One-rdg. _____
P. Hrngs. _____
Pgs. 20
Filed: 02-28-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-056

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 0.71 acre of property generally located at 1018 North Farmer
4 Avenue and 1622, 1628, and 1634 West Scott Street from R-SF,
5 Single-Family Residential District, to R-TH, Residential Townhouse
6 District, with Conditional Overlay District No. 222; establishing
7 Conditional Overlay District No. 222; and adopting an updated
8 Official Zoning Map. (Staff and Planning and Zoning Commission
9 recommend approval.)
10 _____
11

12 WHEREAS, an application has been filed for a zoning change of the property
13 generally located at 1018 North Farmer Avenue and 1622, 1628, and 1634 West Scott
14 Street from R-SF, Single-Family Residential District, to R-TH, Residential Townhouse
15 District, with Conditional Overlay District No. 222; and
16

17 WHEREAS, Conditional Overlay District No. 222 shall modify the requirements of
18 the Springfield Land Development Code Section 36-381, R-TH, Residential Townhouse
19 District, by requiring that the property described in "Exhibit B" comply with the
20 requirements described in "Exhibit A;" and
21

22 WHEREAS, following proper notice, the Planning and Zoning Commission held a
23 public hearing on February 9, 2023, a copy of the Record of Proceedings from said
24 public hearing being attached hereto and incorporated herein by this reference as
25 "Exhibit C," and said Commission made its recommendation; and
26

27 WHEREAS, the City has reviewed the applicant's request and prepared a staff
28 report concerning the application, which is attached hereto and incorporated herein by
29 this reference as "Exhibit D;" and
30

31 WHEREAS, proper notice was given of a public hearing before City Council, and
32 said hearing was held in accordance with the law.
33

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

36
37 Section 1 – The property described in "Exhibit B," which is attached hereto and
38 incorporated herein by this reference, is hereby rezoned from Single-Family Residential
39 District to R-TH, Residential Townhouse District, with Conditional Overlay District No.
40 222. Springfield Land Development Code, Section 36-306, 'Official zoning map and
41 rules for interpretation,' is hereby amended, changed, and modified consistent with this
42 Ordinance.

43
44 Section 2 – City Council hereby establishes Conditional Overlay District No. 222,
45 which shall contain the requirements and standards provided in "Exhibit A," which is
46 attached hereto and incorporated herein by this reference as though set forth herein.
47 The requirements of Conditional Overlay District No. 222 shall modify the requirements
48 of the Springfield Land Development Code Section 36-381, R-TH, Residential
49 Townhouse District, by requiring the property described in "Exhibit B" comply with the
50 requirements contained in "Exhibit A."

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

57
58 Section 4 – The Official Zoning Map herein adopted shall be maintained and
59 archived in the same digital form in which this Council has approved its adoption.

60
61 Section 5 – This Ordinance shall be in full force and effect from and after
62 passage.

63
64 Passed at meeting: _____

65
66
67 _____
68 Mayor

69 Attest: _____, City Clerk

70
71 Filed as Ordinance: _____

72
73
74 Approved as to form: Jill Burris, Assistant City Attorney

75
76
77 Approved for Council action: Jason A. Hage, City Manager

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT NO. 222 PROVISIONS
ZONING CASE Z-1-2023

1. Future construction on the subject sites shall comply with the City of Springfield's Affordable Housing Design Guidelines.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-1-2023

ALL OF LOT THREE (3) CHAPMAN ADDITION, SPRINGFIELD, GREENE COUNTY,
MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

ALL OF LOT FOUR (4) CHAPMAN ADDITION, SPRINGFIELD, GREENE COUNTY,
MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

ALL OF LOT TWO (2) CHAPMAN ADDITION, SPRINGFIELD, GREENE COUNTY,
MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

ALL OF LOT ONE (1) CHAPMAN ADDITION, SPRINGFIELD, GREENE COUNTY,
MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Exhibit C

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – February 9, 2023**

Z-1-2023 w/COD #222

1018 North Farmer Avenue and 1622, 1628 & 1634 West Scott Street

Applicant: Baptist Temple of Springfield

Mr. McGinnis stated that this is a request to rezone approximately 0.71 acres of property generally located at 1018 N. Farmer Avenue and 1622 through 1634 W. Scott Street from R-SF, Single-family residential district to R-TH, Residential townhouse district and establishing Conditional Overlay District No. 222. The project area is located within the Center City Neighborhood placetypes (corrected and referenced as an “established neighborhood placetype” in staff report and verbally noted during presentation).

Mr. Colony asked for the limitations on the Conditional Overlay District and asked about small-scale commercial.

Mr. McGinnis noted that only one is that future construction conforms to the affordable housing design guidelines. Mr. McGinnis also noted that the zoning district would not allow small scale commercial, but it is the placetype that would encourage commercial where appropriate. This placetype is to enhance and diversify the neighborhoods.

Mr. Knuckles asked if the properties to the east would be within the Conditional Overlay District and Mr. McGinnis noted that the properties are not.

Mr. Jobe opened the public hearing.

Ms. Michelle Lopez, 5256 S. Aspen Drive and here as a representative to the property management and to answer any questions.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-1-2023 w/COD #222 (1018 North Farmer Avenue and 1622, 1628 & 1634 West Scott Street). Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Colony, Pauly, Lebeck, Knuckles, Ridge, and Gunther. Nays: None. Abstain: None. Absent: Scott.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	FEBRUARY 9, 2023
CITY COUNCIL PUBLIC HEARING:	March 6, 2023
	CASE: Z-1-2023 w/COD #222
	ACRES: 0.71 acres
	LOCATION: 1018 N. Farmer Avenue and 1622 through 1634 W. Scott Street
	EXISTING LAND USE: Single-family residential, Vacant
	APPLICANT: RAL Property Management LLC
	STAFF: Kyle McGinnis, Senior Planner (417) 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 0.71 acres of property generally located at 1018 N. Farmer Avenue and 1622 through 1634 W. Scott Street from R-SF, Single-family residential district to R-TH, Residential townhouse district and establishing Conditional Overlay District No. 222.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Land Use and Development* chapter of the *Comprehensive Plan* includes this site within the Center City Neighborhood Placetype, which is described as, "Typically [containing] a diverse range of single-family homes with varying architectural styles, setbacks, and parcel sizes." Consisting of neighborhoods which precede WWII, modern infill within this Placetype, "...can include higher density residential development that [blends] with the surrounding character," though vacant or otherwise underutilized properties should also be considered for new uses which complement or reinforce the urban fabric of the neighborhood, such as pocket parks, community gardens, or small neighborhood commercial nodes, as well as housing. Planning within this Placetype is meant to improve infrastructure and support development patterns which help make these neighborhoods more complete, diverse, and accessible.
2. The subject properties are currently zoned R-SF, Single-family residential district, and the applicant, RAL Property Management LLC, has requested to rezone the site to R-TH, Residential townhouse district with the intent to construct a series of duplexes. Per the area map provided above, those properties fronting N. Kansas Expressway to the east are already zoned R-TH and have been zoned as such since the city-wide mapping which took place in 1995. The *Land Development Code* describes the R-TH district as appropriate for, "...a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 dwelling units per acre)." Though this district does allow for other nonresidential uses, the intent of this district is to preserve the residential character of a given area.
3. No site plan has been made available for the proposal; however, a site plan is not required for such a rezoning. To better ensure the quality of future construction, the applicant will be required to follow the Affordable Housing Design Guidelines, as indicated in the proposed Conditional Overlay District (COD) No. 222. This is the only requirement of the proposed COD.

Development Review Staff Report



4. Lot 3 (1018 N. Farmer Avenue) does not currently have access to City Utilities water or gas infrastructure; as a result, main extensions will be needed to provide these services to this lot specifically. Lot 2 (1628 W. Scott Street) does not have direct access to public sewer infrastructure, requiring an extension of public sewer to serve this lot unless the applicant reconfigures the property lines via a subdivision process to grant access to public sewer to the west. Should an extension of public sewer be necessary, public improvement plans will need to be reviewed, approved, and constructed (or escrowed) prior to the issuance of future building permits or plats. Regardless of changes to the subdivision or extensions of infrastructure, a sewer impact permit fee will be required for any new construction on this site.
5. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.
6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

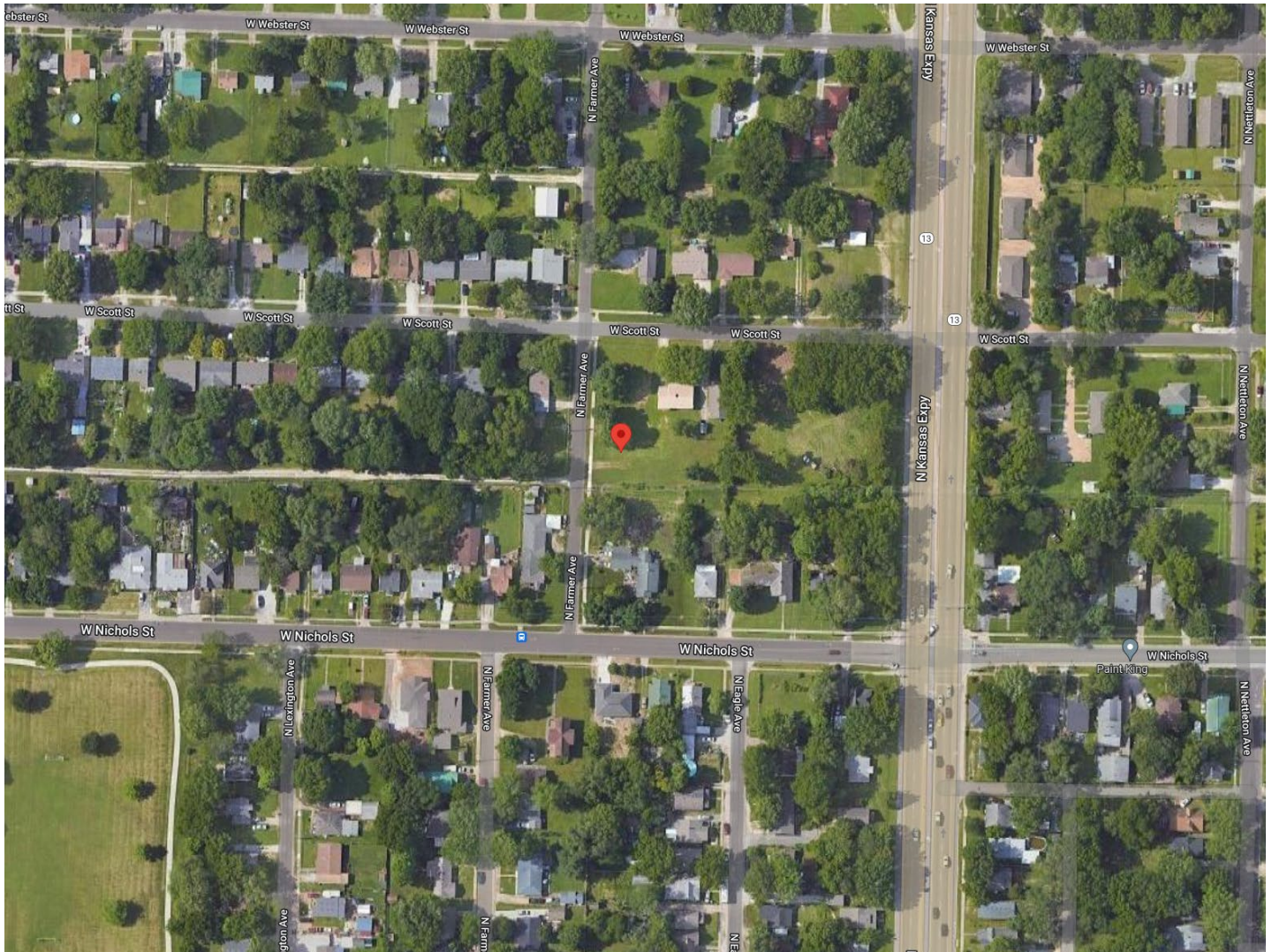
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-TH	R-SF
LAND USE	Single-family residential	Single-family residential	Vacant	Single-family residential

Development Review Staff Report



SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject properties were all zoned R-SF, Single-family residential district as part of the city-wide remapping which took place in 1995. None of the subject properties have been rezoned since that time.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-TH
Minimum Yard Requirements	Front yard: 25 feet along a street classified as a Collector or higher, or 15 feet along a street classified as a Local street. Side yard: Five feet for most uses, six feet for townhouses. Rear yard: Equal to 10% of the lot depth, but cannot be narrower than 10 feet and cannot be required to exceed 20 feet.
Maximum Structure Height	35 feet (or two and one-half stories) when side yards are narrower than 15 feet. 45 feet (or three stories) when side yards exceed 15 feet in width.
Minimum Open Space	Not less than 20 percent of the total lot area.
BULK PLANE	BUFFERYARD AND LANDSCAPING
Not applicable.	Not applicable. A bufferyard would only be required if the site were to contain a nonresidential use.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Land Use and Development* chapter of the *Comprehensive Plan* includes this site within the Center City Neighborhood Placetype, which is described as, "Typically [containing] a diverse range of single-family homes with varying architectural styles, setbacks, and parcel sizes." Consisting of neighborhoods which precede WWII, modern infill within this Placetype, "...can include higher density residential development that [blends] with the surrounding character," though vacant or otherwise underutilized properties should also be considered for new uses which complement or reinforce the urban fabric of the neighborhood, such as pocket parks, community gardens, or small neighborhood commercial nodes, as well as housing. Planning within this Placetype is meant to improve infrastructure and support development patterns which help make these neighborhoods more complete, diverse, and accessible.

STAFF COMMENTS:

1. The subject properties are currently zoned R-SF, Single-family residential district, and the applicant, RAL Property Management LLC, has requested to rezone the site to R-TH, Residential townhouse district with the intent to

Development Review Staff Report



construct a series of duplexes. Per the area map provided on Page 1 of this report, those properties fronting N. Kansas Expressway to the east are already zoned R-TH and have been zoned as such since the city-wide mapping which took place in 1995. The *Land Development Code* describes the R-TH district as appropriate for, "...a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 dwelling units per acre)." Though this district does allow for other nonresidential uses, the intent of this district is to preserve the residential character of a given area.

2. No site plan has been made available for the proposal; however, a site plan is not required for such a rezoning. To better ensure the quality of future construction, the applicant will be required to follow the Affordable Housing Design Guidelines, as indicated in the proposed Conditional Overlay District (COD) No. 222 (Attachment 2). This is the only requirement of the proposed COD.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

The applicant held a neighborhood meeting on January 19, 2023, regarding the rezoning request. A summary of the meeting is attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 146 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with the proposed rezoning.

CITY UTILITIES:

No issues with the proposed rezoning. Lot 3 (1018 N. Farmer Avenue) does not currently have access to City Utilities water or gas infrastructure; as a result, main extensions will be needed to provide these services to this lot specifically.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to the proposed rezoning. Lot 2 (1628 W. Scott Street) does not have direct access to public sewer infrastructure, requiring an extension of public sewer to serve this lot unless the applicant reconfigures the property lines via a subdivision process to grant access to public sewer to the west. Should an extension of public sewer be necessary, public improvement plans will need to be reviewed, approved, and constructed (or escrowed) prior to the issuance of future building permits or plats. Regardless of changes to the subdivision or extensions of infrastructure, a sewer impact permit fee will be required for any new construction on this site.

FIRE DEPARTMENT:

No issues with the proposed rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Jordan Creek Lower Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will be dependent on further analysis of the surrounding stormwater infrastructure and downstream impacts** The property **does not have a stream buffer on site**.

Public Works Stormwater has no concerns with the proposed rezoning of the property. 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

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 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 will be evaluated at the time of development. Floodplain is in the southwest corner of this property and along the stream. A fee in-lieu-of detention application could be made with minimal flooding impact downstream considering the area is in a floodplain.
2. City of Springfield 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 Sec. 4.1.4.
 - a. To a Public Right-of-Way (1); a recorded drainage easement, continuing to a 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.

Water Quality Requirements

Development Review Staff Report



1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the City Limits of Springfield when disturbing one acre of land or more. This includes projects less than one acre in area that are part of a larger common plan of development or sale that will disturb one acre of land or more over the life of the project. Refer to Chapter 10 Section 2.0. Water Quality will be required.
 - a. Water quality will be required.

Additional Stormwater Standards to be met

1. A land disturbance permit will be required due to the anticipated area of disturbance exceeding one acre in area 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 ES – Water Quality per Chapter 12 Sec. 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, Sec. 3.2 for Detention Summary.
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Farmer Avenue and W. Scott Street as Residential Local roadways. The standard right-of-way width from the centerline for N. Farmer Avenue and W. Scott Street is 25 feet. It appears that no additional right-of-way is needed along N. Farmer Avenue or W. Scott Street. A survey is recommended to determine the exact amount of existing right-of-way. N. Farmer Avenue and W. Scott Street are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for N. Farmer Avenue or W. Scott Street. On-street parking is allowed along N. Farmer Avenue and W. Scott Street.

DRIVEWAY ACCESS

There are no driveway access points onto the properties from N. Farmer Avenue. There are two existing driveway access points onto the properties from W. Scott Street. Access to these properties will be allowed based on existing City of Springfield standards for the street classification.

SIDEWALK

There is existing sidewalk along the property frontage of N. Farmer Avenue. There is existing sidewalk along the north side of W. Scott Street along the property frontage. No additional sidewalks are required for this development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along N. Farmer Avenue or W. Scott Street near this property.

IMPROVEMENTS

A Traffic Impact Study is not required for this development.

Development Review Staff Report



TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Farmer Avenue	Residential Local	Yes	30	25
Street 2	W. Scotty Street	Residential Local	Yes	30	25

Development Review Staff Report



ATTACHMENT 2

CONDITIONAL OVERLAY DISTRICT NO. 222

1. Future construction on the subject sites shall comply with the City of Springfield's Affordable Housing Design Guidelines.

ATTACHMENT 3

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: RSF to RTH
(existing zoning) (proposed zoning)
2. Meeting Date & Time: January 19, 2023 4:30-6:00 pm
3. Meeting Location: Library Station - Santa Fe Room
4. Number of invitations that were sent: 150
5. How the mailing list was generated: the City
6. Number of neighbors in attendance (attach a sign-in sheet): 5
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).

NO ISSUES

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

I, Randy Lopez (print name), attest that the neighborhood meeting was held on 1-19-23 (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."

Randy Lopez
Signature of person completing affidavit

Randy Lopez
Printed name of person completing affidavit

Attendees

1-19-23

Nancy McKay
Anna Pageler
Rocky Anderson
Charlie VanZandt
Ashton ?



EXPLANATION TO DARYL BAKER WISHES TO ADDRESS CITY COUNCIL.

FILED: 03/01/2023

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 COUNCIL BILL 2023-057 (HORTON)

FILED: 02/27/2023

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: 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 Troy Acres First Addition, generally located at 520 South Troy 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.) (By: Crawford-Mace, LLC; 520 South Troy Avenue; Preliminary Plat of Troy Acres, First Addition.)

BACKGROUND INFORMATION:

Purpose: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Troy Acres First Addition, generally located at 520 South Troy 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.)

A. An original Preliminary Plat of Troy Acres First Addition dated December 5th, 2022 is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 3."

B. The Planning and Zoning Commission held a public hearing on February 9th, 2023, and approved the Preliminary Plat by a vote of 8 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage, and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules, and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit, or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Land Use & Development chapter of the 2022 Forward SGF Comprehensive Plan designates the subject property as Residential Neighborhood: Traditional, which identifies single-family residential homes as a primary land use. The proposed preliminary plat will subdivide the property in a way that will allow the construction of six (6) single-family residential homes. The Plan also encourages the prioritization of infill development of vacant or underutilized property over outward growth, which is accomplished by this plat. The subject property has been vacant since being annexed into the City in 1968.

Submitted By: Jared Follin, Associate City Planner

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



Maurice S. Jones, Deputy City Manager 2/24/2023

- Attachments:**
1. Preliminary Plat of Troy Acres 1st Addition_ord
 2. Exhibit A, Record of Proceedings
 3. Exhibit B, Development Review Staff Report with 3 Attachments

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 02-28-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-057

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Troy Acres First Addition, generally located at
4 520 South Troy Avenue, upon the applicant filing and recording a final
5 plat that substantially conforms to the preliminary plat; and authorizing
6 the City Clerk to sign the final plat upon compliance with all the terms
7 of this Ordinance. (Staff recommends that City Council accept the
8 public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Troy Acres First Addition, dated
12 December 5, 2022, is on file with the City's Department of Planning and Development;
13 and
14

15 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
16 Missouri, held a public hearing and conditionally approved the Preliminary Plat of Troy
17 Acres First Addition, which is generally located at 520 South Troy Avenue, on February
18 9, 2023, a copy of the Record of Proceedings from said public hearing being attached
19 hereto and incorporated herein by this reference as "Exhibit A."
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 Director of Planning and
25 Development, on behalf of the City of Springfield, to accept the land, easements, and
26 improvements dedicated to the City, as shown on the Preliminary Plat of Troy Acres
27 First Addition, which is generally located at 520 South Troy Avenue, as approved by the
28 Planning and Zoning Commission. The original plat of Troy Acres First Addition is on file
29 in the Department of Planning and Development ("Approved Preliminary Plat"), a
30 reduced version of which is attached hereto for general reference as "Exhibit B –
31 Attachment 3." All of "Exhibit B," including attachments, is incorporated herein by this
32 reference.
33

34 Section 2 – The Director of Planning and Development shall be authorized to
35 accept the land, easements, and improvements dedicated to the City, as shown on said
36 plat, upon the applicant filing and recording a final plat in accordance with this
37 Ordinance and the Subdivision Regulations of the City, which final plat shall
38 substantially conform to the Approved Preliminary Plat, including those conditions
39 described in “Exhibit B – Attachment 2,” and upon the Director of Public Works certifying
40 to the Director of Planning and Development and the City Clerk that the public
41 improvements have been made in accordance with City standards and specifications.
42 Said public improvements shall not be accepted until the occurrence of all conditions
43 referenced herein and in “Exhibit B – Attachment 2.”
44

45 Section 3 – The final plat shall not be recorded until: (1) the public improvements
46 relating to the Approved Preliminary Plat have been constructed according to the
47 specifications of the City of Springfield, Missouri, and are approved by the Director of
48 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
49 by or in connection with the construction of said improvements have been paid to the
50 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed
51 with the City Manager, according to the terms of the Subdivision Regulations of the City,
52 the prescribed financial assurances in a form acceptable to the City to ensure the
53 construction of the improvements and the payment to the City of all engineering fees,
54 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
55 construction of the improvements.
56

57 Section 4 – Upon compliance with all the requirements of this Ordinance,
58 including the conditions described in “Exhibit B – Attachment 2,” the City Clerk is hereby
59 authorized to endorse City Council’s approval upon the final plat pursuant to Section
60 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public
61 Improvements contained therein.
62

63 Section 5 – This Ordinance shall be in full force and effect from and after its
64 passage.
65

66 Passed at meeting: _____
67

68
69 _____
70 Mayor

71 Attest: _____, City Clerk
72

73 Filed as Ordinance: _____
74

75
76 Approved as to form: Jill Burris, Assistant City Attorney
77

78
79 Approved for Council action: Juan C. Hayes, City Manager

EXHIBIT A

**RECORD OF PROCEEDINGS
PRELIMINARY PLAT – TROY ACRES FIRST ADDITION**

Preliminary Plat of Troy Acres First Addition
520 South Troy Avenue

Applicant: Crawford Mace, LLC

Mr. Hosmer stated that this is a request to approve a preliminary plat for a 6-lot residential subdivision located at 520 South Troy Avenue.

Mr. Jobe opened the public hearing.

Mr. Bill Mace, 2112 State Hwy and here to answer any questions.

Mr. Ted Adams, 315 South Troy Avenue stated his concerns of the street width for the 6 homes as proposed and would like to know if the developer will be fixing the street.

Mr. Lee Viorel for owner at 421 S. Troy Avenue and is against the size of the lots and have 33 landowners who do not approve the density and would like for them to reconsider for 3 lots. He voiced concern for parking, location of driveway access easements, too narrow of street, no curb and gutter and believes this development is not harmonious for the neighborhood. He also talked about the lot size for placement of the houses and garages/carport that would cause possible street parking.

Mr. Lebeck asked for lot sizes surrounding the area and Mr. Viorel was told they are roughly double in size.

Mr. Knuckles as for street and plat requirements, Mr. Zickefoose stated that the city code does not require improvements to the existing street and there are no plans to widen Troy Avenue.

Mr. Jobe asked for advisement on the discretion to consider for the subdivision. Mr. Hosmer stated that meeting the standard is what the Commission is to assess.

Mr. Colony (Duke Avenue) noted the neighboring lot sizes and point out that they are only a bit larger than the proposed development.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Preliminary Plat of Troy Acres 1st Addition (520 South Troy Avenue). Mr. Knuckles seconded the motion. Ayes: Jobe, Broekhoven, Colony, Pauly, Lebeck, Knuckles, Ridge, and Gunther. Nays: None. Abstain: None. Absent: Scott.



Bob Hosmer, AICP
Planning Manager

Development Review-Staff Report

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

FEBRUARY 9, 2023

MARCH 6, 2023

CASE: Preliminary Plat of Troy Acres First Addition

ACRES: Approximately 1.13 acres

LOCATION: 520 South Troy Avenue

EXISTING LAND USE: Vacant land

APPLICANT: Crawford-Mace, LLC

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

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



SUMMARY OF REQUEST:

Request to approve the preliminary plat of Troy Acres First Addition, a 6-lot, 1.13-acre, single-family residential subdivision generally located at 520 South Troy Avenue.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed below are consistent with the City's *Subdivision Regulations*.

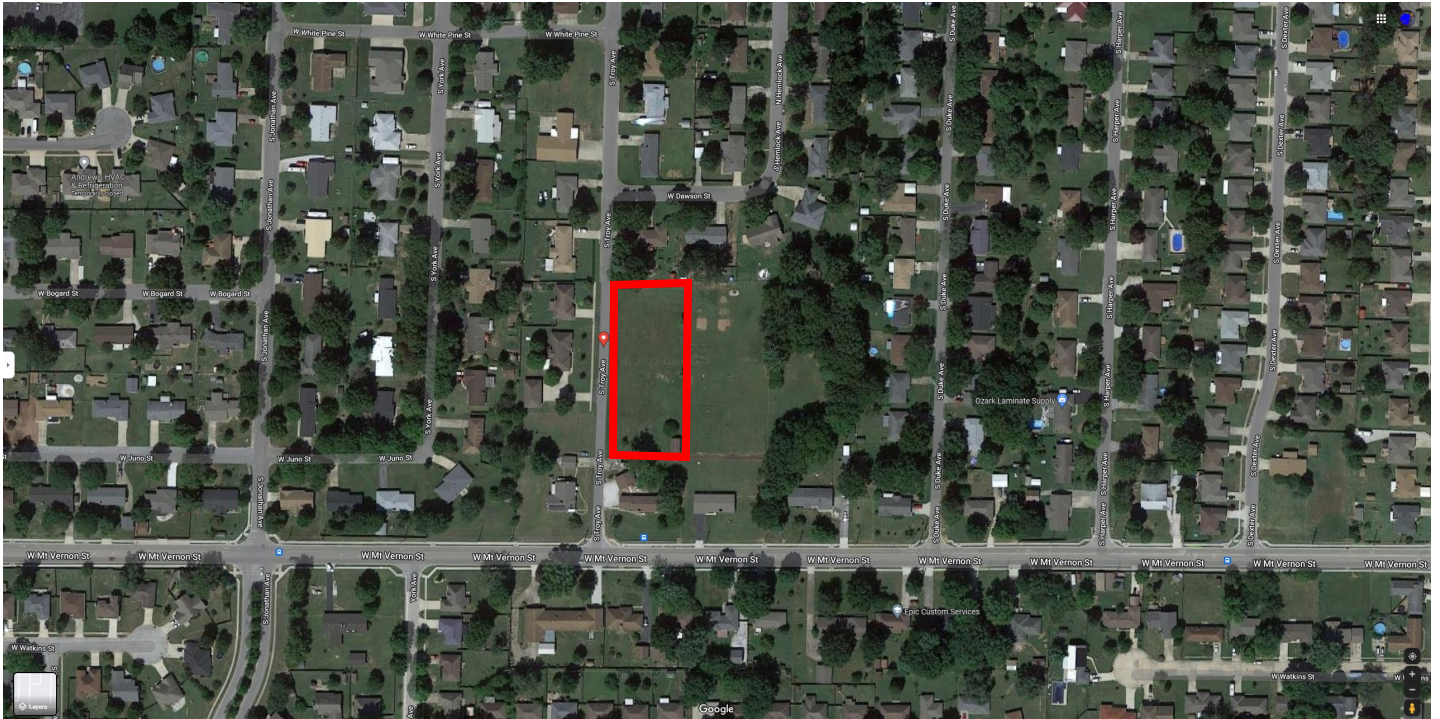
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Single family residences	Single family residences	Single family residences	Single family residences

Development Review Staff Report



SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



CITY OF
Springfield

This aerial map displays a residential neighborhood with yellow property lines and parcel numbers. A large rectangular parcel is highlighted with a red border. The map shows streets including W Dawson St, W Mount Vernon St, W Juno St, W 60th St, and W 61st St. The highlighted parcel is located between W Dawson St and W Mount Vernon St, and between W Juno St and W 60th St.

Residential Neighborhood:
Center City**Residential Neighborhood:
Traditional**

Mixed Residential

Downtown

Mixed Use

City Corridor

Institutional & Employment Center

Business Flex

Industry & Logistics

Urban Green Space & Recreation

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Development Review Staff Report



PROPERTY HISTORY:

The property was annexed into the City in 1968 and was first subdivided in 2019 as "Lot 1" under Troy Acres subdivision. The original Preliminary Plat of Troy Acres First Addition was approved in 2020 but expired.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR: R-SF, Single-Family Residential District
Minimum Lot Size	6,000 square feet
Maximum Structure Height	When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Front Yard Setback	Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453. Fifteen feet along a street classified as a local street or as required by section 36-453 (garages shall be set back a minimum of 20 feet).
Side and Rear Setbacks	Side – 5 feet Rear – 10% of lot depth
Street Classification	Troy Avenue – Local
Sidewalks (Per Sec.36-471)	Sidewalk is required to be constructed along the west side of S. Troy Avenue as a portion of sidewalk already exists along the west side.
Open Space Requirement	Not less than 20 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking areas, driveways and internal streets. Open space shall contain living ground cover and other landscaping materials.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Land Use & Development* chapter of the 2022 *Forward SGF Comprehensive Plan* designates the subject property as Residential Neighborhood: Traditional, which identifies single-family residential homes as a primary land use. The proposed preliminary plat will subdivide the property in a way that will allow the construction of six (6) single-family residential homes. *The Plan* also encourages the prioritization of infill development of vacant or underutilized property over outward growth, which is accomplished by this plat. The subject property has been vacant since being annexed into the City in 1968.

STAFF COMMENTS:

1. The applicant is proposing a 6-lot subdivision named "Troy Acres First Addition". The original Preliminary Plat of Troy Acres First Addition was approved in 2020 but expired in 2022.
2. All proposed lots meet the minimum requirements of the subdivision regulations.
3. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
4. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing is provided in **Attachment 3**.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES COMMENTS:

No issues with prelim plat, however, CU is requesting a 10 ft utility easement along the Troy Ave frontage of all lots. This can be added to the final plat. All lots have access to Electric & Water, but there is a fee due of \$6,968.29 for an additional public fire hydrant to be installed.

ENVIRONMENTAL SERVICES CLEAN WATER SERVICES COMMENTS:

Please add minimum finished floor elevations for each lot on the final plat.

PUBLIC WORKS CONSTRUCTION INSPECTION COMMENTS:

If required, PW plans must be constructed and accepted prior to approval of final plat. If allowed, a security (escrow) could be placed in lieu of construction prior to approval of final plat.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

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

The preliminary plat shows the drainage easement for the future detention and water quality basin. 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.

Detention Requirements:

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 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 with the development draining onto residential properties.
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 Sec 4.1.4.
 - a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a 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.

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 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required with disturbing 1 acre or greater 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:

Development Review Staff Report



- 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 ES-Water Quality per Chapter 12 Sec. 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 Sec 3.2 for Detention Summary
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% Credit.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

No issues with the preliminary plat.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Troy Avenue as a Residential Local roadway. The standard right-of-way width for S. Troy Avenue is 25-feet from the centerline. It appears no additional right-of-way is needed along S. Troy Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right of way. S. Troy Avenue is a city-maintained roadway.

TRAFFIC COUNTS & ON-STREET PARKING

There is no recent traffic count on S. Troy Avenue. On-street parking is allowed along S. Troy Avenue.

DRIVEWAY ACCESS

There are currently no driveway access points onto the properties from S. Troy Avenue. Current City Code requires access on S. Troy Avenue to be a minimum of 20-feet from the edge of driveway to the edge of driveway.

SIDEWALK

There is no existing sidewalk along the property frontage of S. Troy Avenue. There is existing sidewalk along the west side of S. Troy Avenue. Sidewalk is required to be extended along the west side of S. Troy Avenue in front of this property to current City Standards at the time of development.

IMPROVEMENTS

None required at this time. A Traffic Impact Study was not required, as there is no proposed change in zoning or use.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Troy Avenue	Local - Residential	Yes	25	25

Development Review Staff Report



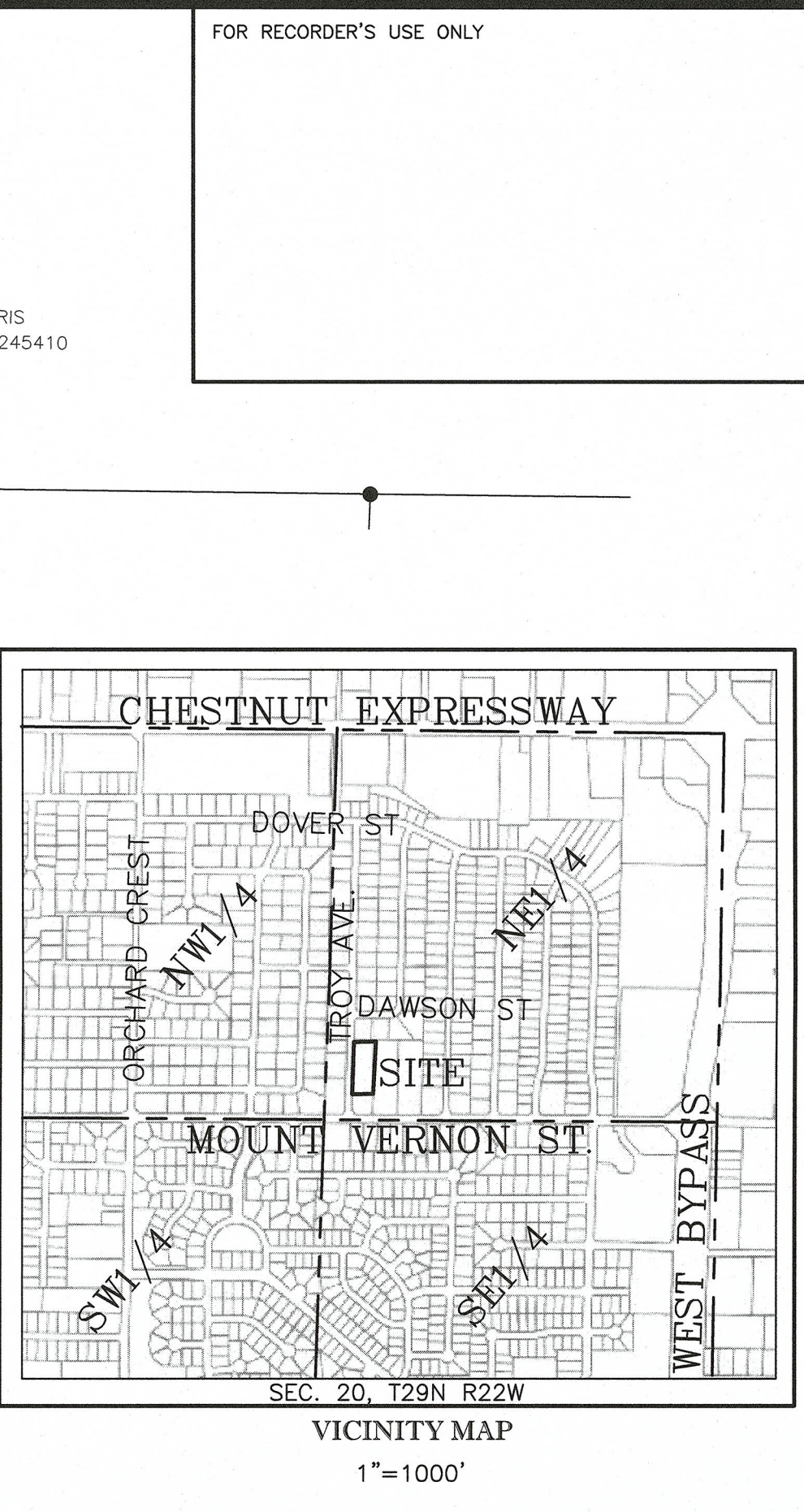
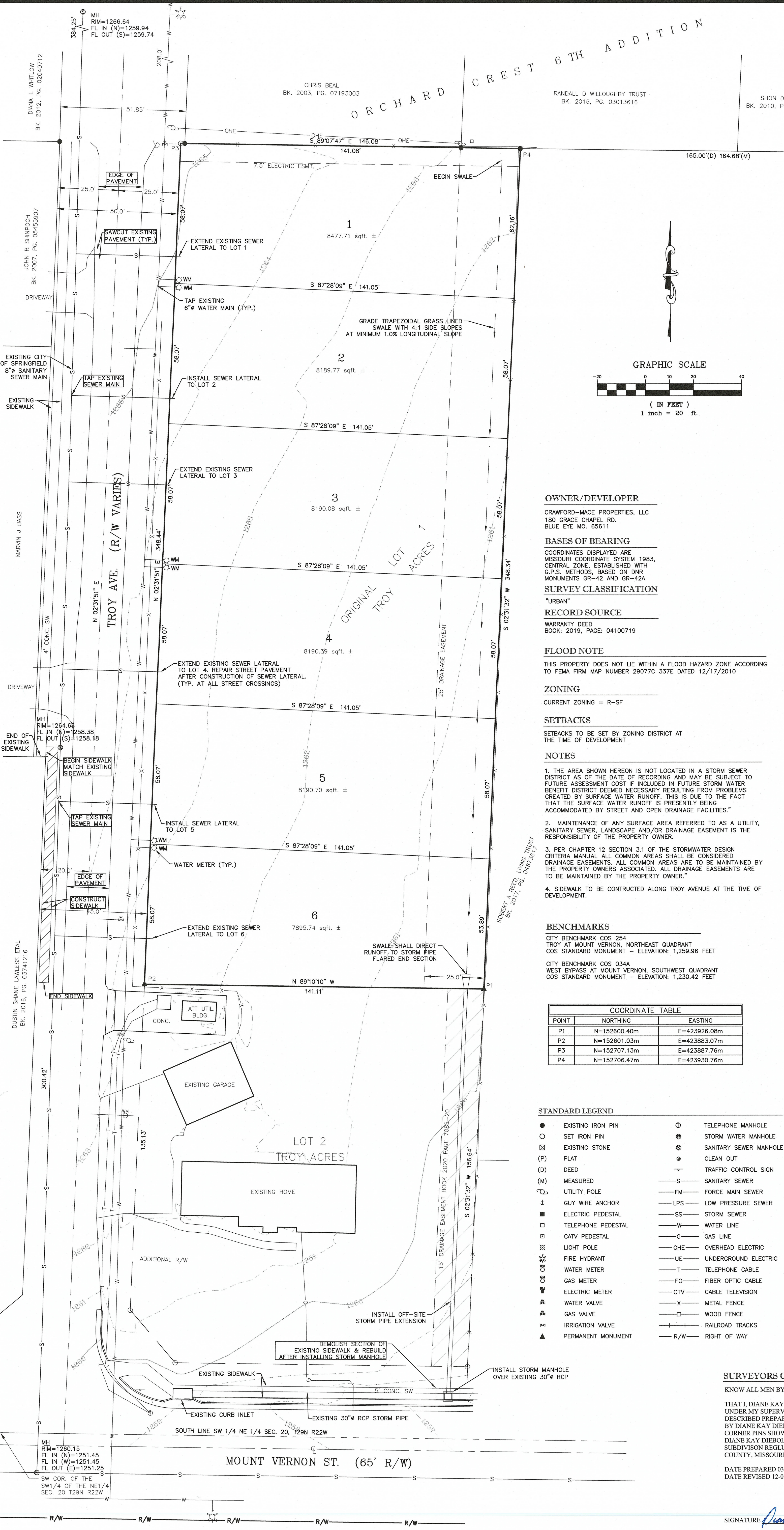
REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.



ACKNOWLEDGMENT
STATE OF MISSOURI }
COUNTY OF GREENE } SS

ON THIS DAY OF 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE OF MISSOURI, PERSONALLY APPEARED WILLIAM MACE, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN DID SAY THAT HE IS THE MANAGING MEMBER OF CRAWFORD-MACE, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI, AND THAT SAID DOCUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS MEMBERS AND SAID WILLIAM MACE ACKNOWLEDGED SAID DOCUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES HEREIN STATED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED BY OFFICIAL SEAL AT THE DAY AND YEAR ABOVE WRITTEN,

NOTARY PUBLIC, PRINT NAME,

APPROVAL PLANNING AND DEVELOPMENT
APPROVED THE DAY OF 2022, BY THE PLANNING AND ZONING COMMISSION OF SPRINGFIELD, MISSOURI.

SUSAN ITENES, AICP
DIRECTOR OF PLANNING AND DEVELOPMENT

APPROVAL CITY COUNCIL
I, ANITA COTTER, CITY CLERK OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF TROY ACRES FIRST ADDITION SUBDIVISION WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE COUNCIL OF SAID CITY OF SPRINGFIELD, AND APPROVED BY SPECIAL ORDINANCE NO. ON THIS DAY OF 2022.

ANITA J. COTTER
CITY CLERK

RECORD DESCRIPTION (PARENT TRACT)
ALL OF LOT 1 TROY ACRES, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

DESCRIPTION AND EXECUTION OF PLAT:
I, THE UNDERSIGNED, WILLIAM MACE, IS THE OWNER IN FEE SIMPLE OF THE PROPERTY DESCRIBED BELOW:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 22 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 1 TROY ACRES SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

SAID LAND HAS BEEN SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN HEREON AND SAID SUBDIVISION SHALL HEREAFTER BE KNOWN AS TROY ACRES FIRST ADDITION SUBDIVISION, ALL EASEMENTS, ADDITIONAL RIGHTS-OF-WAY SHOWN ON PLAT AND NOT HERETOFORE DEDICATED TO THE PUBLIC USE ARE HEREBY SO DEDICATED.

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF SPRINGFIELD, MISSOURI TO LOCATE AND MAINTAIN, AND TO AUTHORIZE THE LOCATION, CONSTRUCTION, MAINTENANCE, OR USE OF CONDUITS, FOR ALL AND ANY PURPOSE, WATER, GAS, AND SEWER MAINS, POLES, WIRES, ANCHORS AN APPURTENANCES THERETO, OR ANY OR ALL OF THEM OPEN, UNDER AND ALONG THE STRIP OF LAND OUTLINED ON THIS PLAT AND DESIGNATED "UTILITY EASEMENT" OR "UTIL. ESMT."

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR OTHERWISE LOCATED BETWEEN THIS LINE AND THE LOT OR STREET LINE, DESIGNATED "BUILDING SETBACK", "BLDG. SETBACK", OR "B.L."

ALL STREETS ARE HEREBY DEDICATED TO THE PUBLIC.

IN TESTIMONY WHEREOF, THE UNDERSIGNED TRUSTEE HAS HEREUNTO SET THEIR HAND THIS DAY OF 2022.

WILLIAM MACE

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:

THAT I, DIANE KAY DIEBOLD, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY DIANE KAY DIEBOLD DATED MARCH 21, 2017 AND SIGNED BY DIANE KAY DIEBOLD L.S. NO. 2424 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF DIANE KAY DIEBOLD L.S. NO. 2424 IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE II, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

DATE PREPARED 03-02-2020
DATE REVISED 12-05-2022

SIGNATURE *Diane Kay Diebold*
DIANE KAY DIEBOLD MISSOURI L.S. NO. 2424



ALL PLATS THAT DO NOT SHOW A SEAL IMPRINT IN RED INK MAY HAVE BEEN FRAUDULENTLY ALTERED. ALL INFORMATION SHOULD BE DISREGARDED UNLESS VERIFIED BY THE PROFESSIONAL LAND SURVEYOR WHOSE SIGNATURE APPEARS ON THIS DOCUMENT.

SURVEYED FOR: CRAWFORD-MACE, LLC

SECTIONAL MAP
R 22 W

W.O.# 219024.02A
DATE: 12-05-2022
DRAWN BY: TRR
CHECKED BY: DKD
REVISED:
SCALE: 1" = 20'
SHEET: 1 OF 1

PRELIMINARY PLAT OF
TROY ACRES FIRST ADDITION
3843 W. MT VERNON STREET
CITY OF SPRINGFIELD
GREENE COUNTY, MISSOURI

REVISIONS

ROZELL SURVEY CO.
4270 S. HILLCREST STE 211
SPRINGFIELD, MISSOURI 65810
PHONE: (417) 881-0505
FAX: (417) 881-0564



EXPLANATION TO COUNCIL BILL 2023-058 (HORTON)

FILED: 02/27/2023

ORIGINATING DEPARTMENT: Public Works

PURPOSE: A special ordinance authorizing the City Manager, or his designee, to accept a donation of \$45,000 from the Downtown Community Improvement District of Springfield, Missouri, to provide funds for additional on-street parking and improvements at the southeast corner of the intersection of Boonville and East Chestnut Street; and amending the budget for Fiscal Year 2022-2023 to appropriate the donation funds.

BACKGROUND INFORMATION: Purpose: Authorizing the City Manager, or his designee, to accept a \$45,000 donation from the Downtown Community Improvement District ("CID") to provide funds for additional on-street parking and improvements near the Downtown CID office located at the Southeast Corner of the Intersection of Boonville and East Chestnut Street; and approving a budget adjustment amending the Fiscal Year 2023 budget of the Department of Public Works in the amount of \$45,000 to accept the donation from the Downtown CID.

The City of Springfield Public Works Department is improving sections of Chestnut Street, including new curb and ADA sidewalk rehabilitation between Boonville and Jefferson. As requested by the Downtown CID, on-street parking is being added on Chestnut Street to accommodate parking for the Downtown CID offices. Improvements will also include pedestrian features that will foster quality of place options in the vicinity of the "417 Sign" that is used for photo opportunities. A plan of the proposed improvements is attached as "Exhibit A."

The total project cost is estimated at \$116,000. The Downtown CID board voted on January 11, 2023 to provide \$45,000 to assist with funding the project. The remaining estimated project cost (\$71,000) will be funded from the 1/4-Cent Capital Improvement Sales Tax Center City Program.

Supports the following City Council Priorities:

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

REMARKS: Public Works recommends approval of this Council resolution and budget adjustment.



Submitted By: Martin Gugel, Assistant Director of Public Works

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

Dan Smith, Director of Public Works 2/17/2023

Maurice S. Jones, Deputy City Manager 2/24/2023

Attachments:

1. Downtown CID Donation_ord
2. Exhibit A Downtown CID Donation
3. Exhibit B Downtown CID Donation BA

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 02-28-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023 -058

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a donation of \$45,000
2 from the Downtown Community Improvement District of Springfield,
3 Missouri, to provide funds for additional on-street parking and
4 improvements at the southeast corner of the intersection of Boonville
5 and East Chestnut Street; and amending the budget for Fiscal Year
6 2022-2023 to appropriate the donation funds.
7 _____
8

9 WHEREAS, the City of Springfield Public Works Department is improving
10 sections of Chestnut Street, including new curb and ADA sidewalk rehabilitation
11 between Boonville and Jefferson; and
12

13 WHEREAS, the Downtown Community Improvement District ("CID") requested
14 additional on-street parking be added on Chestnut Street to accommodate parking for
15 the Downtown CID offices; and
16

17 WHEREAS, improvements will also include pedestrian features in the vicinity of
18 the "417 Sign" that is used for photo opportunities and will promote quality of place; and
19

20 WHEREAS, the Downtown CID board voted on January 11, 2023, to provide
21 \$45,000 to assist with funding the project, the total cost of which is estimated at
22 \$116,000; and
23

24 WHEREAS, the remaining estimated project cost will be funded from the 1/4-
25 Cent Capital Improvement Sales Tax Center City Program; and
26

27 WHEREAS, a budget adjustment is required to appropriate these funds.
28

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

32 Section 1 – The City Manager, or his designee, is hereby authorized to accept
33 the donation of \$45,000 from the Downtown CID, with said funds to be used for

improvements to Chestnut Street, the plans for which are attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 – The budget of the Department of Public Works for Fiscal Year 2022-2023 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 040, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit B."

Section 3 – City Council greatly appreciates the donation and wishes to express its sincerest thanks to the members of the Downtown CID for their donation.

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

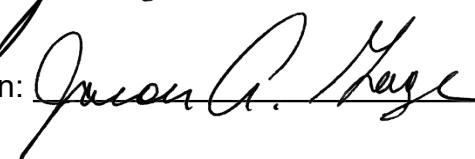
Passed at meeting: _____

Mayor

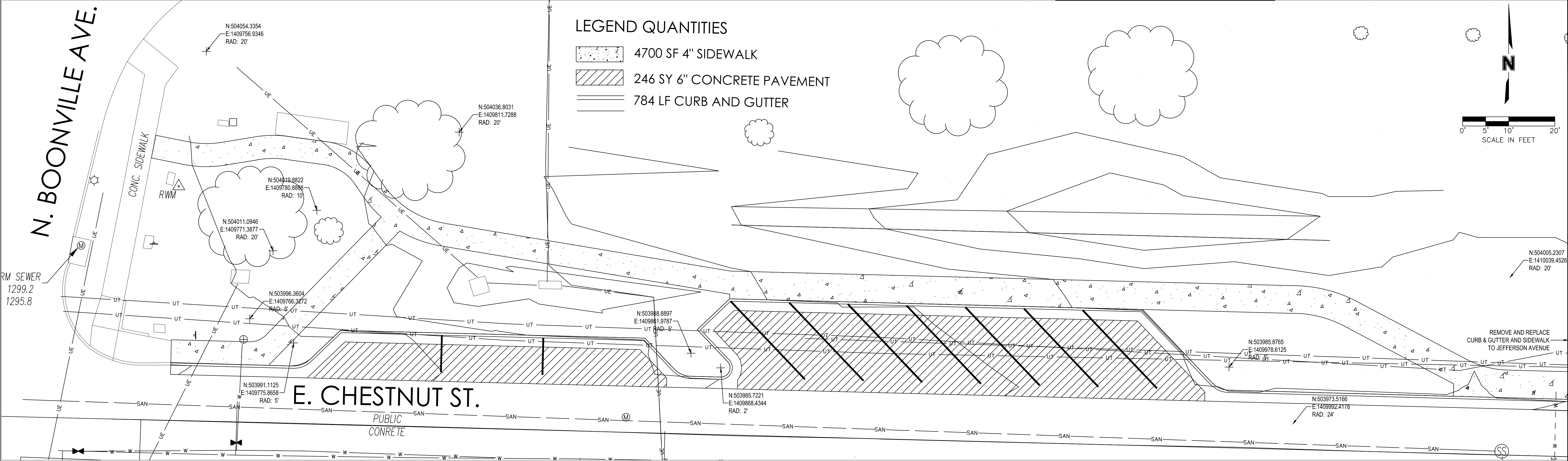
Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

Chestnut Street On-Street Parking Exhibit A

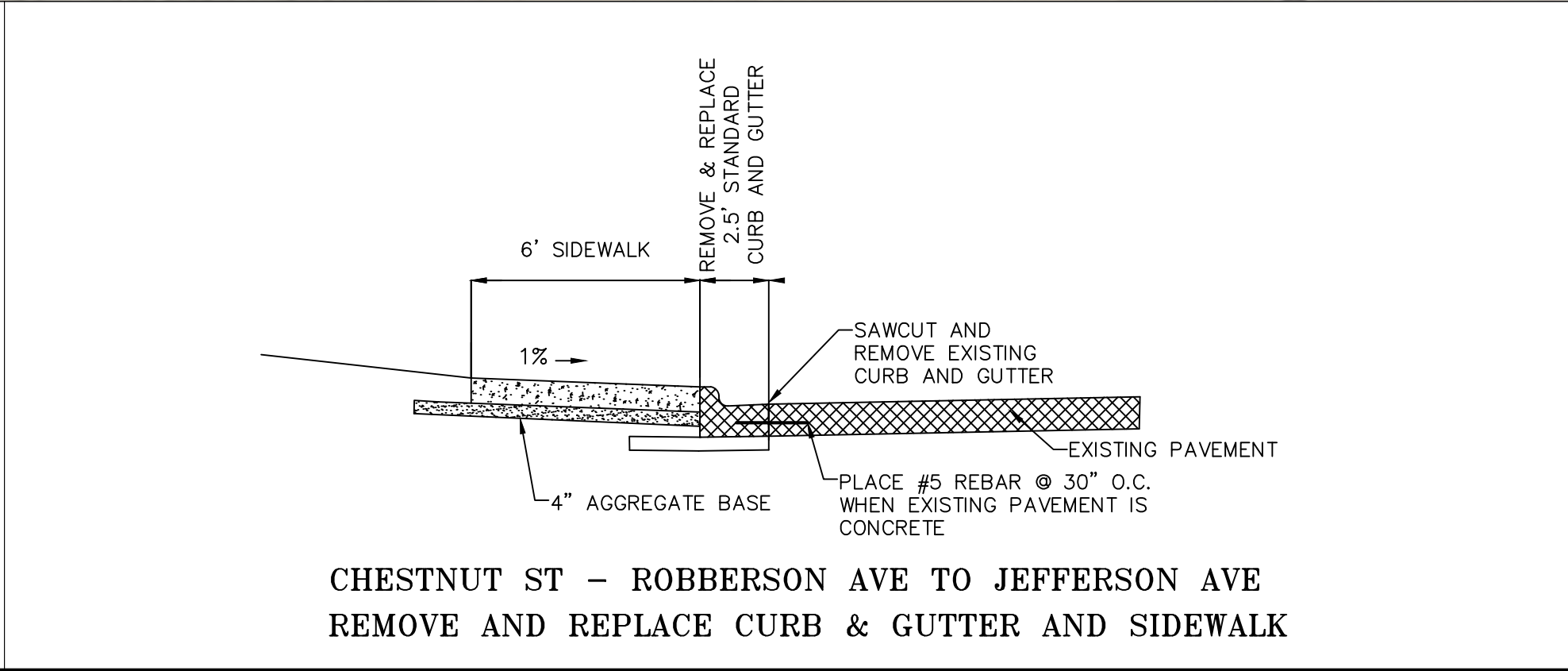
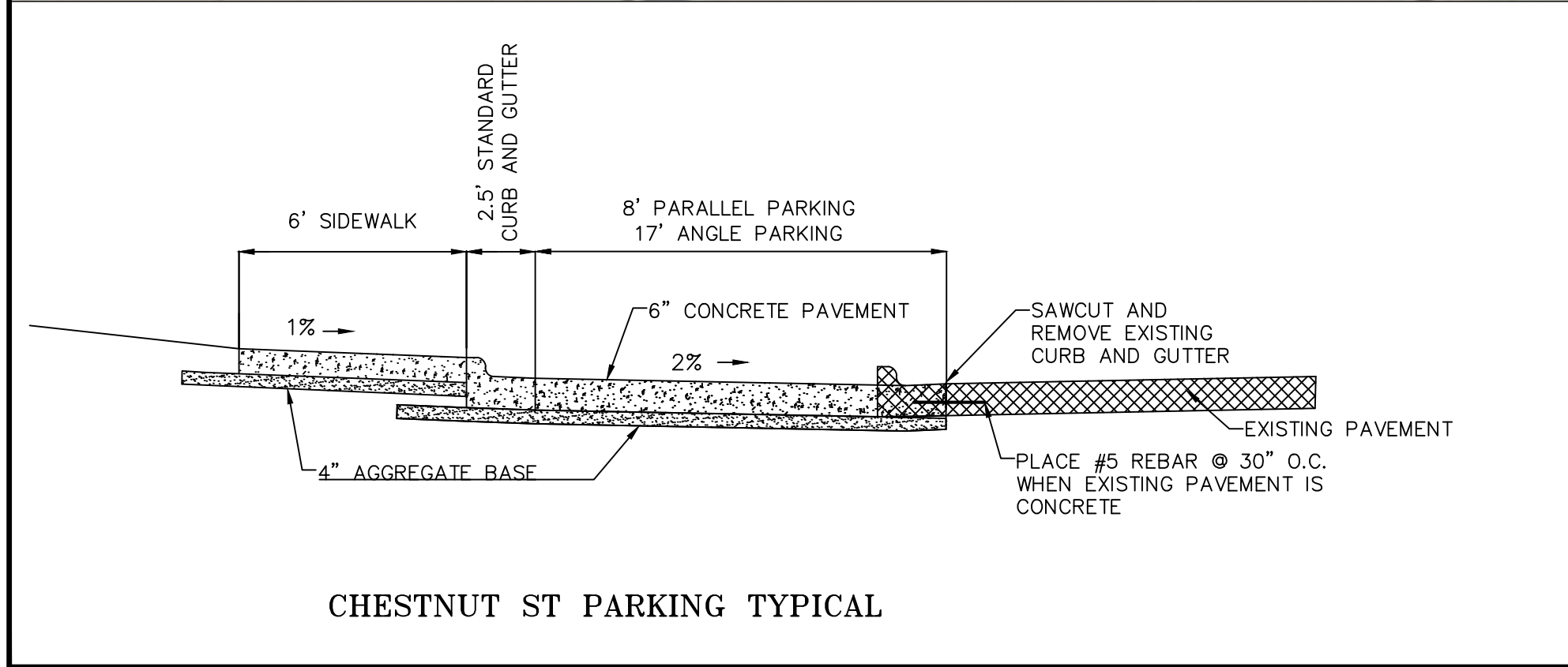
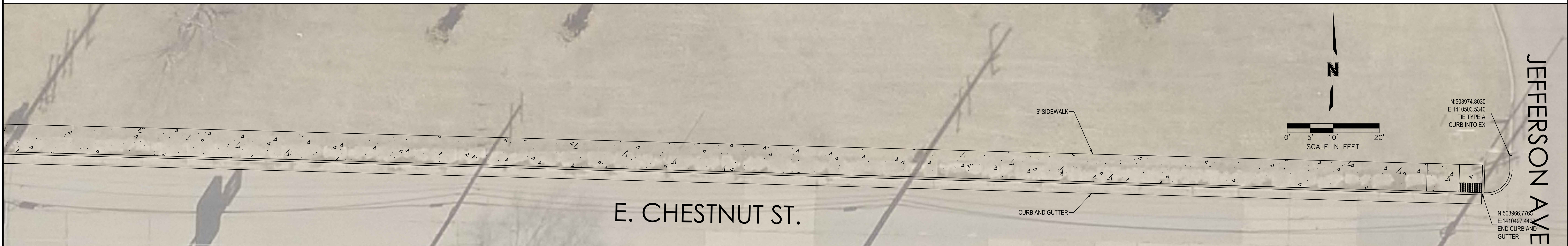
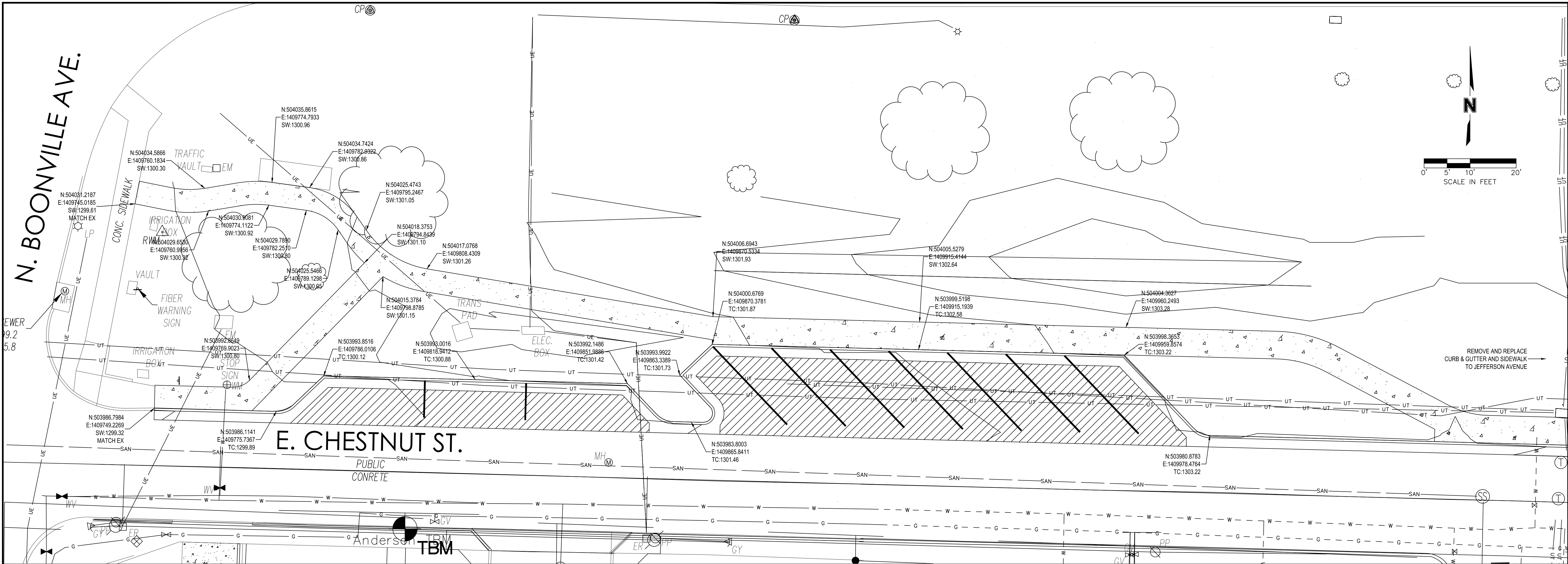


LEGEND REMOVALS

- SIDEWALK
- CONCRETE PAVEMENT
- CURB AND GUTTER

DEPARTMENT OF PUBLIC WORKS
SPRINGFIELD, MISSOURI
Chestnut Street
On-Street Parking
Removals/Quantities

SURVEYED BY:	DESIGN:	SCALES:	SHEET
FIELD BK.:	DRAWN:	HOR:	OF SHEETS
LEVEL BK.:	CHECKED:	VERT:	FILE NO.



DEPARTMENT OF PUBLIC WORKS SPRINGFIELD, MISSOURI			
CHESTNUT STREET ON-STREET PARKING PLAN VIEW			
SURVEYED BY:	DESIGN: TMS	SCALES:	SHEET 2
FIELD BK:	DRAWN: TMS	HOR: 1:10	OF SHEETS
LEVEL BK:	CHECKED:	VERT:	FILE NO. 2022PW0032-06

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
040

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46130	20	73020	414070	103184	00000	\$ 45,000	Donation From Downtown Community Improvement District
Net Revenue Adjustment						\$ 45,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46130	20	73020	509110	103184	00000	\$ 45,000	Additional On-Street Parking & Improvements on East Chestnut Street near Boonville
Net Expenditure Adjustment						\$ 45,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating a \$45,000 donation from the Downtown Community Improvement District (CID) to be used towards constructing additional on-street parking and improvements on East Chestnut Street near the Boonville intersection.

Requested By:

Dan Smith 02-28-2023
Department Head Date

Approved By:

D.J. Hill 02-28-2023
Director of Finance Date

Authorization:

Council Bill No. 2023-058
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date